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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 26 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-6-CS2(a)

Execution Version

LONG-TERM RENEWABLE POWER PURCHASE AGREEMENT

BETWEEN

SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY

AND

CORSAC GENERATING STATION 2 LLC

Corsac Generating Station 2
Fernley, 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 **SIERRA PACIFIC POWER COMPANY,** a Nevada corporation, d/b/a NV Energy acting in its merchant function capacity ("Buyer"), and **CORSAC GENERATING STATION 2 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 and to meet peak energy demand;

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

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

1.2 "Accepted Compliance Costs" is defined in Section 3.6.

1.3 "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.

1.4 "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.

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

Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to Buyer, unless Buyer assigns this Agreement or there is a change of control of Buyer Affiliate shall only include Berkshire Hathaway Energy Company and its direct and indirect, wholly owned subsidiaries.

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

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

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

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

1.10 "ASC" is defined in Section 12.7.

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

1.12 "Average Annual Supply Amount" means the total annual MWh for each Contract Year stated in Exhibit 13 divided by the number of hours during such Contract Year.

1.13 "Average Monthly Mead Firm Price" with respect to any calendar month, means the simple average of the daily Dow Jones Mead/Marketplace Electricity Price Index for all calendar days during that month.

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

1.15 "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.

1.16 "Billing Period" is defined in Section 7.2.1.

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

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

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

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

1.21 "Callisto Energy ESA" means that certain Energy Supply Agreement for the energy from the Generating Facility, dated on or about the Effective Date, to be entered into between Buyer and Callisto Energy, LLC, a limited liability company; provided, that if such counterparty is not Callisto Energy, LLC, Buyer shall inform Supplier as soon as reasonably practicable of the correct counterparty.

1.22 "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.

1.23 "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.

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

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

1.26 "Commercial Operation" means that: (a) the Generating Facility is fully operational, reliable and interconnected in accordance with the IA (which, for the avoidance of doubt, means that "Provisional Interconnection Service" has commenced under the IA), fully integrated and synchronized with the Transmission System; (b) Supplier shall have received or obtained all Required Facility Documents required to be received or obtained prior to the Commercial Operation Date pursuant to Exhibit 12 or applicable Law; and (c) which occurs when all of the requirements set forth in Sections 8.1, 8.3 and 17.2 and Exhibits 6 and 7 (i) have occurred, and (ii) remain simultaneously true and accurate: (A) as of the date and time Supplier gives Buyer notice that Commercial Operation has occurred; and (B) for the period Buyer has to review Supplier's notice of Commercial Operation pursuant to Section 8.2.1.

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

1.28 "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.

1.29 "Compliance Cost Cap" is defined in Section 3.6.

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

1.31 "Construction Contractor" means, with respect to a Construction Contract, the construction contractor that is party to such Construction Contract and is among the approved construction contractors listed on Exhibit 23.

1.32 "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.

1.33 "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).

1.34 "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.

1.35 "Covered Facility" is defined in Section 24.5.1.

1.36 "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.

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

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

1.39 "Cure Period" is defined in Section 24.3.

1.40 "Curtailed Product" is defined in Section 10.3.

1.41 "Daily Delay Damages" means an amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day subsequent to the Commercial Operation Deadline, Two Hundred Thirty-Three Dollars ($233) 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, Four Hundred Sixty-Seven Dollars ($467) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) day through and including the one hundred and eightieth (180th) day subsequent to the Commercial Operation Deadline, Seven Hundred Dollars ($700) per MW of Expected Nameplate Capacity Rating per day.

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

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

1.44 "Defaulting Party" is defined in Section 24.1.

1.45 "Deficit Damages" is defined in Section 8.6.

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

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

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

1.49 "Delivery Hour" means each hour.

1.50 "Delivery Point" means, with respect to Net Energy, the delivery point on the Transmission System set forth in Exhibit 5.

1.51 "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.

1.52 "Development Security" is defined in Section 17.1.

1.53 "Dispute" is defined in Section 21.1.

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

1.55 "Economic Curtailment" is defined in Section 10.4.1.

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

1.57 "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.

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

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

1.60 "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.

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

1.62 "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.

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

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

1.65 "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 ten percent (110%) 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 ten percent (110%) 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.

1.66 "Excess Energy Rate" is defined in Exhibit 2A.

1.67 "Excess Minimum" is defined in Section 27.6.4.

1.68 "Excused Product" is defined in Section 3.7.5.

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

1.70 "Facility" means the Generating Facility.

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

1.72 "Force Majeure" is defined in Section 20.2.

1.73 "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, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such generating power plant may be modified in accordance with Section 8.7.

1.74 "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 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 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.

1.75 "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.

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

1.77 "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.

1.78 "IA" means the Large Generator Interconnection Agreement executed on June 2, 2022, as amended from time to time, between Supplier and the Transmission Provider for the Facility.

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

1.80 "Indemnified Party" is defined in Section 18.1.

1.81 "Indemnifying Party" is defined in Section 18.1.

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

1.83 "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.

1.84 "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.

1.85 "Licensed Professional Engineer" means a person proposed by Supplier and acceptable to Buyer in its reasonable judgment who: (a) is licensed to practice engineering in the appropriate engineering discipline for the required certification being made in Nevada; (b) has training and experience in the engineering disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion; (c) has no economic relationship, association, or nexus with Supplier for services previously or currently being rendered to Supplier or its members or Affiliates, and is not an employee of 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.

1.86 "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.

1.87 "Major Equipment Contract" means one or more equipment supply agreements, entered into by Supplier (or one of its Affiliates) to procure circuit breakers, generator step-up transformers, or organic Rankine cycle units for construction of the Facility. Major Equipment Contracts shall specify delivery schedules for each type of equipment.

1.88 "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 (a) among the approved equipment suppliers or contractors listed on Exhibit 23 or (b) otherwise approved by Buyer pursuant to Section 8.1.2.

1.89 "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.

1.90 "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.

1.91 "Maximum Amount" means, with respect to a Delivery Hour, 115 MWh.

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

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

1.94 "Measurement Period Index" means with respect to any Measurement Period, the simple average of all Average Monthly Mead Firm Prices for all calendar months comprising such Measurement Period.

1.95 "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 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.

1.96 "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.

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

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

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

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

1.101 "NAC" means the Nevada Administrative Code.

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

1.103 "Net Energy" means all Energy and capacity produced by the Generating Facility, 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. 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 during such Billing Period.

1.104 "Network Resource" is defined in the OATT.

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

1.106 "Notice" is defined in Section 29.1.1.

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

1.108 "NRS" means the Nevada Revised Statutes.

1.109 "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.

1.110 "OFAC" is defined in Section 25.15.1.

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

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

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

1.114 "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.

1.115 "Operating Security" is defined in Section 17.2.

1.116 "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.

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

1.118 "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.

1.119 "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.

1.120 "PC Replacement Costs" is defined in Section 3.8.1.

1.121 "PC Shortfall" is defined in Section 3.8.1.

1.122 "PC Shortfall Amount" is defined in Section 3.8.1.

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

1.124 "Permission to Operate" means the Transmission Provider's written consent to allow the Generating Facility's Test Energy onto the Transmission System.

1.125 "Permitted Transaction" means (a) any sale, transfer or issuance of direct or indirect equity interests in Supplier to a tax equity investor for purposes of any transaction (or series of transactions) in which one or more tax equity investors buys an equity interest in Supplier or an Affiliate of Supplier for the purpose of raising a portion of the funds needed to finance the development, construction or operation of the Facility by monetizing tax credits, depreciation and other tax benefits associated with the Facility, (b) any transfer or assignment of a Controlling Interest or a non-Controlling Interest in Supplier, in either case in accordance with Section 23.2, or (c) any sale or transfer of a non-Controlling Interest in Supplier to a third party occurring prior to the Commercial Operation Date of the Facility; (d) any other sale, transfer or issuance of direct or indirect equity interests in Supplier other than the sale, transfer or issuance of equity interests by a parent company of Supplier that has, as its only significant asset, a direct or indirect interest in Supplier; or (e) any foreclosure, sale or conveyance contemplated under any consent to collateral assignment entered into pursuant to Section 23.8.

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

1.127 "Planned Outage" is defined in Section 11.1.

1.128 "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).

1.129 "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.

1.130 "PPT" means Pacific Standard Time or Pacific Daylight Time, whichever is then prevailing in Las Vegas, Nevada.

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

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

1.133 "Prohibited Countries" is defined in Section 25.16.

1.134 "Prohibited Vendors" is defined in in Section 25.17.

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

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

1.137 "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 one hundred fifteen (115) MW in a Delivery Hour.

1.138 "Provisional Rate" is defined in Exhibit 2A.

1.139 "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.

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

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

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

1.143 "PUCN Approval" is defined in Section 16.2.

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

1.145 "PUCN Approval Deadline" means no later than two hundred seventy (270) days after the regulatory filing is made by Buyer.

1.146 "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.

1.147 "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.

1.148 "Qualified Transferee" means a Person that is at least as financially and operationally qualified as Supplier as of the Effective Date and, at a minimum, (a) has a tangible net worth of at least Thirty Million Dollars ($30,000,000) or provides adequate assurance in an amount and form reasonably acceptable to Buyer, and (b) has (or agrees to contract with an operator who has) at least three (3) years of experience operating a generating plant of similar technology and similar size to the Facility.

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

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

Benefits exclude and do not include (i) any Tax Credits or other Tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility and (ii) adverse wildlife or environmental impacts.

1.151 "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.

1.152 "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.

1.153 "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.

1.154 "Replacement Costs" is defined in Section 3.7.2.

1.155 "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.

1.156 "Required Nameplate Capacity Rating" means one hundred nine (109) MW.

1.157 "Shortfall" is defined in Section 3.7.1.

1.158 "Shortfall Amount" is defined in Section 3.7.2.

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

1.160 "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.

1.161 "Station Usage" means all Energy used by the Facility.

1.162 "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).

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

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

1.165 "Supplier's Lenders" means any Person, other than an Affiliate of Supplier, and its permitted successors and assigns, providing money or credit in connection with any development, bridge, construction, takeout, permanent debt or tax equity financing or refinancing for the Facility, including lease, inverted lease, sale-leaseback, partnership-flip, monetization of tax benefits, back-leverage financing, or credit derivative arrangements.

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

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

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

1.169 "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.

1.170 "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.

1.171 "Term" is defined in Section 2.2.

1.172 "Test Energy" means any 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.

1.173 "Test Product Rate" is defined in Exhibit 2A.

1.174 "Transmission Provider" means Sierra Pacific Power Company or any successor operator or owner of the Transmission System.

1.175 "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.

1.176 "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.

1.177 "Weather Meter" is defined in Section 7.1.8.

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

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

1.180 "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, and except for Section 2.3.5, which shall become effective as of the Effective Date, this Agreement shall become effective on the later of: (a) the Effective Date and (b) the date the Callisto Energy ESA has been fully executed by the parties thereto and all conditions to its effectiveness have been satisfied or waived in accordance with the terms thereof, written notice of which Buyer shall provide to Supplier.

2.2 Term. 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 15 Contract Years, subject to earlier termination of this Agreement pursuant to the terms hereof (the "Term"); provided, however, that Buyer's obligations to pay for or accept any Product are conditioned on the receipt of the PUCN Approval in form and substance acceptable to Buyer in its sole discretion. Buyer shall not be obligated to accept or pay for any Product and

Supplier shall not be obligated to sell or deliver any Product, unless the PUCN Approval is received in form and substance acceptable to Buyer in its sole discretion or Buyer waives its right to terminate this Agreement pursuant to Article 16.

2.3 Termination.

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

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

2.3.3 Force Majeure. This Agreement may be terminated by Buyer by written notice to Supplier if Supplier's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than (a) twelve (12) consecutive months or (b) three hundred sixty (360) days in any five hundred forty (540) day period; provided, that if prior to the Commercial Operation Date Buyer has not exercised or waived its termination right within one (1) year after the occurrence of (a) or (b) above, then Supplier may terminate this Agreement by providing Buyer written notice thereof.

2.3.4 Callisto Energy ESA. This Agreement may be terminated by Buyer upon written notice to Supplier if the requirements of Section 2.1(b) are not satisfied as of the hour ending 2400 on the sixtieth (60^{th}) day after the final, unappealable dispositions of the last condition precedent to the effectiveness of the Callisto Energy ESA, in which event this Agreement will be terminated without payment or penalty or liability of any kind to either Party; provided, that, upon reasonable request by Supplier, and subject to Buyer's confidentiality obligations under the Callisto Energy ESA, Buyer shall provide reasonable documentary evidence of the disposition of such condition precedent.

2.3.5 Supplier Approvals. If written notice is not provided from Supplier to Buyer by May 10, 2024 (as such date may be extended by the Parties by mutual agreement in writing) certifying that Supplier has secured the internal approvals necessary to enter into this Agreement and perform all of its obligations hereunder, this Agreement may be terminated without payment or liability of any kind by either Party upon written notice to the other Party.

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

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

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

2.4.3 Limitation of liability provisions contained in Article 19;

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

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

3. SUPPLY SERVICE OBLIGATIONS

3.1 Dedication. One hundred percent (100%) of the Product from the Facility shall be dedicated exclusively to Buyer for so long as this Agreement is in force and effect. Subject to Section 24.2, Supplier shall not: (a) sell, divert, grant, transfer or assign Product to any Person other than Buyer; (b) provide Buyer with any Product from any source other than the Facility; or (c) divert, redirect or make available the Facility or any resource therefrom to another generating facility or 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 Station Usage. Supplier may elect, in its sole discretion and with notification to Buyer six (6) months in advance of installation, to receive energy from a solar photovoltaic generating system to be located behind the meter at the Project Site for purposes of providing some or all of the Generating Facility's Station Usage, in which case the geothermal Energy generated by the Generating Facility that would have otherwise served the Station Usage shall for the purposes of this Agreement

constitute Net Energy and shall be sold to Buyer in accordance with the provisions of this Agreement. Supplier may install, or cause to be installed, such solar photovoltaic generating system behind the meter at the Project Site within three (3) years following the occurrence of the Commercial Operation Date. Such solar photovoltaic generating system will be sized so that it shall in no event exceed the Station Usage of the Generating Facility and so that such solar photovoltaic generation is not being delivered to Buyer as Net Energy. Any PCs generated by the solar photovoltaic generating system for Station Usage shall be delivered to Buyer without further compensation from Buyer.

3.3 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.

3.4 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.

3.5 Delivery Responsibilities.

3.5.1 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.

3.5.2 Delivered Amount. Buyer shall take delivery of the Net Energy, including any Excess 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 up to the Delivery Point, including transmission costs, transmission line losses and any operation and maintenance charges imposed by the Transmission Provider. Buyer shall be responsible for all costs or charges, if any, imposed in connection with the delivery of Net Energy at and after the Delivery Point, including transmission costs and transmission line losses and imbalance charges. Without limiting the generality of the foregoing, Buyer, in its merchant capacity, shall not bear

costs associated with the modifications to the Transmission System (including system upgrades) caused by or related to: (a) the interconnection of 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.

3.5.3 Title and Risk of Loss. Title and risk of loss with respect to Net Energy delivered by Supplier shall pass from Supplier to Buyer at the Delivery Point. Supplier shall be deemed in exclusive control of the Net Energy and shall be responsible for any damage or injury caused prior to the Delivery Point. Buyer shall be deemed in exclusive control of the Net Energy and shall be responsible for any damage or injury caused at and after the 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.

3.5.4 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.

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

0.95 lagging shall not constitute Economic Curtailed Product or Excused Product for purposes of this Agreement. In furtherance of the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection for the scheduled real-power output, as available, within the capabilities of the Facility shown in Exhibit 22. The Facility shall provide dynamic reactive power as required for voltage regulation twenty-four (24) hours per day, if the Facility is capable of providing reactive power, regardless of real power output. The performance of reactive power output to provide voltage support shall be according to unit real/reactive capability curves provided in Exhibit 22. The Parties acknowledge and agree that the compensation that Supplier receives from Buyer under this Agreement includes full compensation for Supplier's fixed costs for providing reactive power service regardless of the acceptable power factor range included in this Section 3.5.5. 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.

3.6 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 being delivered; provided that if there is a change in the Renewable Energy Law after the execution of this Agreement that causes the Net Energy from the Generating Facility to be ineligible or non-qualifying as a Renewable Energy System under such Renewable Energy Law, Buyer shall continue to accept delivery of Product so long as Supplier uses commercially reasonable efforts to comply with such Renewable Energy Law. For purposes hereof, commercially reasonable efforts shall include the expenditure of amounts up to One Hundred Thirty-Eight Thousand Dollars ($138,000) (the "Compliance Cost Cap") in any Contract Year. If Supplier reasonably concludes that it may incur costs in excess of the Compliance Cost Cap in any Contract Year in order to comply with the Renewable Energy Law, it shall provide Buyer with a notice itemizing such excess costs. Buyer shall evaluate such notice and either: (i) agree to reimburse Supplier for such excess costs (the "Accepted Compliance Costs"); or (ii) waive Supplier's obligation to comply with the Renewable Energy Law to the extent such inability results from failing to expend amounts in excess of the Compliance Cost Cap. If Buyer agrees to reimburse Supplier for the Accepted Compliance Costs, then Supplier shall be required to comply in full with the Renewable Energy Law, and Buyer shall reimburse Supplier for Supplier's actual and reasonable out-of-pocket compliance costs in excess of the Compliance Cost Cap, not to exceed the Accepted Compliance Costs. If Supplier's inability to comply with the Renewable Energy Law cannot be cured by the expenditure of money, such noncompliance shall be excused and shall not constitute an Event of Default, and both Parties shall continue to perform their obligations while complying with other applicable provisions hereunder as though the Generating Facility remains a Renewable Energy System.

3.7 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:

3.7.1 Following the Commercial Operation Date, with respect to each Measurement Period, if the sum of all Delivered Amounts (not including Excess Energy) is less than the product of (a) .90, and (b) the difference between (i) the Supply Amount for such Measurement Period, minus (ii) the total amount of Energy associated with Excused Product, then a shortfall of Energy with respect to such Measurement Period (a "Shortfall") will be deemed to exist. The Measurement Period Shortfall Amount for such Measurement Period will be calculated pursuant to Section 3.7.2 below and the Replacement Costs pursuant to Section 3.7.3 below.

3.7.1.1 Notwithstanding the foregoing, if, following the Commercial Operation Date, with respect to each Measurement Period, the sum of Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.80 and (b) the difference between (i) the Supply Amount for such Measurement Period, minus (ii) the total amount of Energy associated with Excused Product, than an Event of Default shall be deemed to have occurred.

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

"Shortfall Amount" means, with respect to a Measurement Period, an amount expressed in MWh equal to (a) the applicable Measurement Period Supply Amount minus (b) the total amount of Energy associated with Excused Product Amount (if any) for such Measurement Period, minus (c) the sum of all Delivered Amounts (not including Excess Energy). For the avoidance of doubt, if the calculation set forth in the preceding sentence yields an amount of zero or less for a Measurement Period, then no Measurement Period Shortfall Amount will be deemed to exist with respect to such Measurement Period.

With respect to each Measurement Period for which a Shortfall Amount exists in accordance with Section 3.7.2, the Buyer's "Replacement Costs" with respect to such Measurement Period shall equal (a) the Shortfall Amount, multiplied by (b) the amount equal to (i) the Buyer's cost to replace the Shortfall Amount (as described in the following sentence) minus (ii) the Product Rate. The Buyer's cost to replace any Shortfall Amount, with respect to each MWh of Shortfall Amount, will equal the Measurement Period Index. Notwithstanding anything in the foregoing to the contrary, if the calculation of Replacement Costs as set forth in this Section 3.7.2 yields an amount of zero or less for a Measurement Period, then no Replacement Costs will be payable with respect to such Measurement Period.

3.7.3 On or before the 10th day of the first calendar month after the end of any Measurement Period in which a Shortfall has occurred, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation.

3.7.4 Not a Penalty. 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 for the failure of Supplier to supply and deliver Net Energy are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

3.7.5 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 Buyer 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 therefore are excused, Supplier shall calculate the amount of Net Energy that Supplier was unable to generate and deliver to Buyer at the Delivery Point solely as a result of such event, by summing for each hour of the period the difference between (i) the 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.

3.8 PC Shortfall; PC Replacement Costs. If after the PC Administrator issues all the PC statements or certificates for all of the Energy and Station Usage generated during any Measurement Period there is a PC Shortfall, then Supplier shall pay Buyer for the replacement costs and any Penalties associated with such PC Shortfall (collectively, the "PC Replacement Costs"). Subject to the last sentence of this Section 3.8.1, 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 3.8.1 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. Notwithstanding the foregoing, if in any Measurement Period the sum of all Delivered PCs is less than the product of (a) 0.80 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, than an Event of Default shall be deemed to have occurred.

3.8.1 The PC Replacement Costs shall be determined by Buyer exercising its reasonable discretion based on the average PC replacement cost to replace the PC Shortfall Amount from the same resource type with a comparable expiration date 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).

3.8.2 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.8 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.8 is difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

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

3.8.4 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 equal to 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.

3.9 Adjustment to Supply Amount.

3.9.1 Baseline Adjustment to Supply Amount. No later than the first anniversary of the Commercial Operation Date, Supplier may, only once as set forth in this Section 3.9.1, adjust the Average Annual Supply Amount, Yearly PC Amount, Maximum Amount, Supply Amount, and the capacity values in Exhibit 1. Such amounts may be increased or decreased such that (a) the adjusted Average Annual Supply Amount for each Contract Year shall not exceed one hundred and twenty percent (120%) of the original Average Annual Supply Amount for that Contract Year as of the Effective Date, and shall not be less than seventy percent (70%) of the original Average Annual Supply Amount for that Contract Year as of the Effective Date, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) shall increase or decrease in the same proportion as the increase or decrease of the Average Annual Supply Amount for that Contract Year, (c) the Yearly PC Amount for each Contract Year shall increase or decrease in the same proportion as the increase or decrease of the Average Annual Supply Amount for that Contract Year, (d) the Maximum Amount shall increase in the same proportion as the increase of the Average Annual Supply Amount for the First Full Contract Year, and (e) the Supply Amount shall not exceed the Maximum Amount.

3.9.2 Periodic Increases to Supply Amount. On or before October 1 of each Contract Year, Supplier may increase the Average Annual Supply Amount, Yearly PC Amount, and Supply Amount (but not the Maximum Amount) by providing notice of such increase to Buyer, provided that (a) the increased Average Annual Supply Amount for each Contract Year shall not be greater than one hundred and five percent (105%) of the original Average Annual Supply Amount for that Contract Year as of the Effective Date, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) shall increase in the same proportion as the increase of the Average Annual Supply Amount for that Contract Year, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1, (c) the Yearly PC Amount for each Contract Year shall increase in the same proportion as the increase of the Average Annual Supply Amount for that Contract Year, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1 and (d) the Supply Amount shall not be increased above the Maximum Amount, as the Maximum Amount may have been modified pursuant to Section 3.9.1. Each increase to Average Annual Supply Amount, Yearly

PC Amount, and Supply Amount (including corresponding increases to Annual Supply Amount and Monthly Supply Amounts) shall only apply to the third Contract Year subsequent to the Contract Year Supplier provides notice of such an increase and the remaining Contract Years during the Term and shall not apply to the first or second Contract Years subsequent to the Contract Year Supplier provides notice of such an increase.

3.9.3 Periodic Reductions to Supply Amount. On or before October 1 of each Contract Year, Supplier may reduce the Average Annual Supply Amount, Yearly PC Amount, and Supply Amount by providing notice of such reduction to Buyer, provided that: (a) the reduced Average Annual Supply Amount for each Contract Year shall be greater than or equal to eighty-five percent (85%) of the original Average Annual Supply Amount for that Contract Year as of the Effective Date, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) shall be reduced in the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1, (c) the Yearly PC Amount for each Contract Year shall only be reduced by up to the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year, as the Average Annual Supply Amount may have been modified pursuant to Section 3.9.1, and (d) the reduced Supply Amount during On-Peak hours for each Measurement Period during the Term must always be equal to or greater than eighty five percent (85%) of the Supply Amount during On Peak hours for each corresponding Measurement Period as of the Effective Date, as the Supply Amount may be modified pursuant to Section 3.9.1. A reduction in the Average Annual Supply Amount, Yearly PC Amount, Supply Amount, Annual Supply Amount or Monthly Supply Amount shall in no event be made to assist, accommodate or otherwise allow for the sale of Product, Energy, PCs, or Renewable Energy Benefits to third parties. Each reduction to Annual Supply Amount, Yearly PC Amount, and Supply Amount (including corresponding reductions to Annual Supply Amount and Monthly Supply Amounts) shall only apply to the third Contract Year subsequent to the Contract Year Supplier provides notice of such a reduction and the remaining Contract Years during the Term and shall not apply to the first or second Contract Years subsequent to the Contract Year Supplier provides notice of such a reduction.

3.9.4 Revised Exhibits. With respect to any adjustments made by Supplier pursuant to the foregoing Sections 3.9.1, 3.9.2, or 3.9.3, Supplier shall deliver to Buyer revised Exhibits 13 and 18 setting forth the entirety of the Supply Amount and Yearly PC Amount, respectively, which revised exhibits will be subject to the reasonable approval of Buyer as to form and as to determination that the amounts reflected on such revised exhibits are in accordance with the adjustments as permitted pursuant to the foregoing

Section 3.9.1, 3.9.2 and 3.9.3, and such revised Exhibits 13 and 18 will be deemed attached to this Agreement as the new Exhibit 13 and 18 for all purposes.

3.10 Supply Degradation. Beginning with the second Contract Year, and each Contract Year thereafter, each Supply Amount, the Maximum Amount and the Yearly PC Amount may be reduced by up to one percent (1.0%). No later than January 1 of each Contract Year Buyer shall deliver to Supplier revised Exhibits 13 and 18 which shall reflect any such reductions, and effective as of January 1 of each Contract Year this Agreement shall automatically be amended to substitute such revised Exhibits 13 and 18 for the then existing Exhibits 13 and 18.

4. PRICE OF PRODUCT

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

4.1.1 Prior to the Commercial Operation Date.

4.1.1.1 On and after the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Net Energy from the Generating Facility, other than (a) Excess Energy (which shall not be compensable) and (b) Provisional Energy (which shall be compensable at the Provisional Rate for each MWh of Provisional Energy), shall be paid for by Buyer at the Test Product Rate.

4.1.1.2 Notwithstanding anything to the contrary contained in Section 4.1.1.1, on and after the Operation Date but prior to the Commercial Operation Date, if Buyer requests Supplier to deliver Provisional Energy and Supplier elects to deliver Provisional Energy and delivers written notice to Buyer that it is delivering Provisional Energy in accordance with Section 3.5.5, Buyer shall pay Supplier the 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 3.5.5. Five (5) Business Days prior to the start of each month Supplier shall provide notice to Buyer with an estimate of the forecasted amounts of Test Energy and Provisional Energy for that month with correlated meter data for actual amounts of Test Energy

and Provisional Energy amounts to be provided with invoicing. Such determination shall be subject to verification by Buyer in the exercise of its reasonable discretion.

4.1.2 Subsequent to the Commercial Operation Date.

4.1.2.1 All Product associated with Delivered Amounts of Net Energy from the Generating Facility 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, which 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. Notwithstanding the foregoing, if the Commercial Operation Date occurs on or after the sixteenth (16th) day of a month, Supplier shall be paid at the Provisional Rate for the delivery of Delivered Amounts of Net Energy during the remainder of such month in which the Commercial Operation Date occurred.

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

4.1.2.3 All Product associated with Excess Energy from and after the Commercial Operation Date shall be paid for at the Excess Energy Rate.

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 4.1.1.3.

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

4.2 Excused Product. Buyer shall not pay for Product comprising Excused Product.

4.3 Tax Credits. The Parties agree that neither the Product Rate nor the Test Product Rate are subject to adjustment or amendment if Supplier fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Supplier or 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 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 from the Facility 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 required 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 (at Buyer's cost) 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 Facility which will be a Renewable Energy System, shall deliver to Buyer a written attestation for the prior year that no part of the Renewable Energy Benefits: have been or will be (a)

used for or by any Person to obtain renewable energy credit in any state or jurisdiction, except for Buyer pursuant to this Agreement; (b) sold or otherwise exchanged for compensation or used for credit in any other state or jurisdiction; and (c) included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction, pursuant to Chapter 704 of the NAC. No Person other than Buyer (or its designee) will be entitled to claim Portfolio Energy Credits, Renewable Energy Benefits (or equivalents in any jurisdiction) in connection with the Facility.

5.2 Injunction. If any Person other than Buyer (or its designee) attempts to claim such Renewable Energy Benefits or part thereof, the Parties agree that remedies at Law may be inadequate to protect Buyer in the event of a breach by Supplier of the provisions 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 this Section 5.2; and (b) that Supplier will promptly undertake all necessary actions to prevent such other Person from claiming such Renewable Energy Benefits (including joining with or otherwise assisting Buyer in seeking the relief described in clause (a)).

5.3 Transfers. If Supplier breaches its obligations under Section 5.1, in addition to the remedies set forth in Section 5.2, Buyer shall be entitled to PC Replacement Costs as provided in Section 3.8. 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. [RESERVED.]

7. METERING, INVOICING AND PAYMENTS

7.1 Metering.

7.1.1 Meters. Supplier, at its own cost, shall provide, install, own, operate and maintain all Meter(s) in good operating condition. The metering system

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

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

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

7.1.4 Non-Interference. Except as permitted under Section 7.1.5 and 7.1.6, Supplier shall not undertake any action that may interfere with the operation of the Meters. Supplier shall be liable for all costs, expense, and liability associated with any such interference with the Meters. Metering requirements shall apply such that there is no impact on the infrastructure and output associated with the Facility due to the presence of any other contiguous project.

7.1.5 Meter Testing. Meters shall be tested at least once every two (2) years by Buyer. Either Party may request a special test of Meters or check meters, but the requesting Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to

inspect any readings, testing, adjustment or calibration of the Meters or check meters. Buyer's Operating Representative shall provide fifteen (15) Business Days prior notice of routine Meter testing to Supplier's Operating Representative. If Supplier has installed check meters in accordance with Section 7.1.1, Supplier shall test and calibrate each such meter at least once every two (2) years. Supplier's Operating Representative shall provide fifteen (15) Business Days prior notice of routine check meter testing to Buyer's Operating Representative. In the event of special Meter testing, the Parties' Operating Representatives shall notify each other with as much advance notice as practicable.

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

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

7.1.8 Weather Meter. Supplier shall, at Supplier's cost and no later than six (6) months prior to the Commercial Operation Date, provide, install, own, operate and maintain a device for the measurement of weather conditions

relevant to the generation of Energy at the Project Site (the "Weather Meter"), provided that Supplier shall not select the type of Weather Meter without the prior written consent of Buyer, which shall not be unreasonably withheld. No later than twelve (12) months prior to the Commercial Operation Date, the Parties shall agree on the location of the Weather Meter and any applicable protocols for testing, accuracy, failure or other relevant characteristics of the Weather Meter.

7.2 Invoices.

7.2.1 Monthly Invoicing and Payment. On or before the 10th day of each month, Supplier shall send to Buyer an Invoice for the prior month (a "Billing Period"). Supplier shall calculate the Invoice based upon Meter data available to Supplier and as set forth in Exhibit 2B. Any correction or Dispute with respect to an Invoice is waived unless a Party is notified within twelve (12) 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 3.8.1) 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.

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

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

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

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

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

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

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

7.6 Taxes. Buyer is responsible for any Taxes imposed on or associated with the Net Energy or its delivery from and after the Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Net 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 and Major Equipment Contractors.

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 materially consistent with the technical specifications set forth in

Exhibit 11; (c) other than due to a change in the Renewable Energy Law in accordance with Section 3.5, the Generating Facility is at all times considered a Renewable Energy System; and (d) the Generating Facility is at all times in compliance with all requirements imposed on Renewable Energy Systems as set forth in the 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. Supplier shall provide to Buyer in a form satisfactory to Buyer: (y) not later than the Project Milestone described in Section 2(A) of Exhibit 6, a completed version of Exhibits 11 and 14; and (z) within thirty (30) days after the Commercial Operation Date, a revised version of Exhibits 11 and 14 reflecting the Facility as built. At Buyer's request, Supplier shall provide Buyer with copies of the Construction Contract and Major Equipment Contracts and any documentation and drawings reasonably requested by Buyer, redacted of any pricing information and any other information Supplier is not permitted to disclose pursuant to a confidentiality agreement, provided that Supplier shall 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 (including all interconnection facilities owned by Supplier or an Affiliate) with another 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. The Facility and its mechanical components, buildings, and infrastructure and associated facilities and equipment, including interconnection facilities, shall be used solely for the purpose of generating Energy under this Agreement.

8.1.2 Selection of Major Equipment Contractors. Within fifteen (15) Business Days of Supplier's commencement of discussions with any equipment supplier to be the Major Equipment Contractor under any applicable Major Equipment Contract (but in no event later than the start of negotiations of the Major Equipment Contract between such Major Equipment Contractor and Supplier), Supplier shall notify Buyer as to the identity of the proposed Major Equipment Contractor. If the selected Major Equipment Contractor is not listed on Exhibit 23, Buyer shall review the selection of such Major Equipment Contractor, and shall, acting in its sole discretion, either accept or reject the use of such Major Equipment Contractor with respect to the Major Equipment Contract within twenty (20) Business Days of such notification. In the event of any rejection by Buyer of Supplier's proposed Major Equipment Contractor, Supplier shall, within forty-five (45) Business Days of such rejection, propose an alternate Major Equipment Contractor for Buyer's review under this Section.

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

8.2.1 Completion of Project Milestones. Upon Supplier's completion of each Project Milestone, Supplier shall provide to Buyer in writing, pursuant to Section 29.1, documentation as specified in Exhibit 6 and reasonably satisfactory to Buyer demonstrating such Project Milestone completion. Such documentation shall be provided within thirty (30) days of such completion but not later than the date specified for such Project Milestone listed in Exhibit 6. Buyer shall acknowledge receipt of the documentation provided under this Section 8.2.1 and shall provide Supplier with written acceptance or denial of each Project Milestone within fifteen (15) Business Days of receipt of the documentation. If Buyer does not acknowledge receipt or provide written acceptance or denial of any Project Milestone within fifteen (15) Business Days, then such Project Milestone will be deemed to occur on the date that such documentation was provided to Buyer. Except due to a Force Majeure event, 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 delay of one (1)

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

8.3 Commercial Operation Date.

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

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

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

> "I, [Name], in my capacity as the duly appointed [Title] of [Supplier] ("Supplier") hereby certify, on behalf of Supplier that: (a) the Facility has been constructed in accordance with Good Utility Practice and the Generating Facility has delivered Net Energy to and at the Delivery Point; (b) all of the requirements set forth in Sections 8.1, 8.3 and 17.2, and Exhibits 6 and 7 of the Long-Term Renewable Power Purchase Agreement between Supplier and Buyer dated 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); and (e) Supplier acknowledges that Buyer is relying on this certification in connection with carrying out its obligations under the Agreement and Supplier will indemnify Buyer for any inaccuracy related to this certification."

8.3.2.2 A certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the nameplate capacity rating of the Generating Facility at the anticipated time of Commercial Operation in MW, ("Certified Nameplate Capacity Rating") and (2) that the Facility is able to generate and deliver electric power reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; and, (3) performance tests required by Exhibit 7 have been successfully completed. Subject to the provisions of Section 8.6.1, 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 consistent with the terms of this Agreement.

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

8.3.3 Dispute of Commercial Operation. Buyer will have ten (10) 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 ten (10) Business Days after Buyer's notice of Dispute, then either Party may seek resolution of the Dispute in accordance with Article 21. Notwithstanding the foregoing, Buyer's failure to Dispute the certification will in no way affect its rights to indemnification for any inaccuracy related to the certification, including overpayments that may be paid by Buyer due to such inaccurate certification.

8.4 Failure to Achieve Commercial Operation.

8.4.1 In the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and Supplier fails to pay Daily Delay Damages within ten (10) days at the end of each calendar month in which such Daily Delay Damages are incurred, as provided in Section 8.5.1, Buyer may elect to terminate this Agreement and, Supplier shall pay to Buyer, and Buyer shall be entitled to collect or retain, as applicable, the full Development Security amount as liquidated damages for Supplier's failure to meet its obligations prior to the Commercial Operation Deadline. Upon

Buyer's collection of the full Development Security amount from Supplier (or from security provided on Supplier's behalf), this Agreement will be terminated, and neither Party will have any further obligations hereunder including under Section 8.5, except those obligations expressly provided to survive termination pursuant to Section 2.4. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if the Supplier does not meet its obligations hereunder prior to the Commercial Operation Deadline, and, accordingly, the Parties agree that retention by Buyer of the full Development Security is reasonable as liquidated damages, and is not a penalty.

8.4.2 Except with respect to the failure to timely achieve Commercial Operation by the Commercial Operation Deadline, for which the payment of Daily Delay Damages and any Penalties under Section 8.5.2 are Buyer's sole and exclusive remedy, the provisions of this Section 8.4 are in addition to, and not in lieu of, any of Buyer's rights or remedies under this Agreement, including Article 24.

8.5 Delay Damages.

8.5.1 In the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline, then for each day up to, but not exceeding, three hundred sixty (360) days, that Supplier fails to achieve Commercial Operation, Supplier shall be obligated to pay to Buyer liquidated damages equal to Daily Delay Damages. If Daily Delay Damages have been accumulated for three hundred sixty (360) days and Commercial Operation has not been achieved, Buyer may terminate this Agreement. Supplier shall pay any amounts owed to Buyer under this Section 8.5 in the Billing Periods immediately succeeding the Billing Period during which Supplier's obligation to pay such amounts arose.

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

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

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

8.6 Deficit 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. Notwithstanding the foregoing, for purposes of achieving the Commercial Operation Date, if the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating but greater than the Required Nameplate Capacity Rating, Supplier shall, for purposes of declaring the Commercial Operation Date, pay the Deficit Damages. Supplier's total liability for Deficit Damages shall not exceed Three Million, Four Hundred Fifty Thousand Dollars ($3,450,000). 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.

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. 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 Generating Facility materially inconsistent with the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 14, 22 and 24 without the prior written consent of Buyer, not to be unreasonably withheld, conditioned or delayed. Buyer shall respond to any Supplier request to make a modification within 30 days following receipt of such request from Supplier. The above shall not prevent Supplier from substituting substantially equivalent materials and equipment, from using newer technology, from replacing vendors and contractors (subject to Section 25.13), from performing maintenance and repairs (including replacement of equipment and replacement, oversizing or augmentation of batteries) to the Facility so long as such maintenance and repairs do not alter the Facility except as permitted in this Agreement. Any modifications

for which Buyer has provided written consent shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time, and the requirements of Article 11. If Supplier makes a material modification to the Facility that is not approved by Buyer, Buyer shall be entitled to receive in addition to any other remedy available to Buyer as liquidated damages the full amount of the Development Security or Operating Security, as applicable. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if the Supplier does not meet its obligations hereunder, and, accordingly, the Parties agree that payment by Supplier of Development Security or Operating Security, as applicable, is reasonable as liquidated damages, and is not a penalty.

8.8 Operation and Maintenance. Supplier, at all times shall install, operate, maintain and repair the Facility in accordance with Good Utility Practice and applicable Laws and to ensure: (a) Supplier is capable of meeting its supply obligations over the Term; (b) other than due to a change in Renewable Energy Law and in accordance with Section 3.5, the Generating Facility is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with all requirements of a renewable energy generator set forth in the Renewable Energy Law. Supplier shall (x) maintain records of all operations of the Facility in accordance with Good Utility Practice, and (y) follow all regulations, directions and procedures of Transmission Provider, any Electric System Authority and any other Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Facility. In the event of an inconsistency between any applicable procedures, Buyer may direct which procedures shall govern (or barring direction from Buyer, the more stringent procedure shall govern). Supplier shall use all reasonable efforts to avoid any interference with Buyer's operations. Supplier shall cause the Energy to meet the Power Quality Standards at all times, and shall operate the Facility consistent with WECC, NERC, Electric System Authority, Governmental Authority and Transmission Provider requirements and generally applicable Buyer requirements.

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 other than to an Affiliate, 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 reasonable objection to any proposed sub-operator, in which case Supplier shall not subcontract with such proposed sub-operator. At Buyer's request, Supplier shall provide Buyer with copies of 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 such documentation the ability to disclose the terms of the Operation and Maintenance Agreement other than pricing information.

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

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

9. EMERGENCY

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

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

9.3 Due Care. In the event of an Emergency, Supplier shall take all reasonable actions to prevent, avoid or mitigate Loss therefrom or to expedite the restoration of service; provided, however, that Supplier shall give Buyer prior notice, if practicable, before taking any action. This Section 9.3 shall not be construed to supersede Sections 9.1 and 9.2.

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

9.5 No Buyer Liability. Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have no obligation to pay Supplier in respect of any

Product Supplier is unable to deliver or Buyer is unable to receive in accordance with the requirements of this Agreement due to an Emergency or Force Majeure.

10. CURTAILMENT

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

10.2 Curtailments. Without limiting Section 10.1, Buyer shall not be obligated to purchase, receive, pay for or pay any damages associated with or impose any liability on Buyer with respect to, compliance or curtailment of Energy by Supplier made in response to any orders for curtailment provided for in Section 10.1, including in respect of Net Energy (or associated Renewable Energy Benefits) not delivered to the Delivery Point for any reason other than an Economic Curtailment, including due to any of the following: (a) an Emergency or any other similar situation that affects the normal functioning of the transmission system; (b) system improvements, scheduled maintenance, or unscheduled maintenance at or beyond the Delivery Point; (c) the interconnection between the Facility and the Transmission System is disconnected, suspended or interrupted, in whole or in part; (d) the Transmission Provider, Electric System Authority or Market Operator directs a general curtailment, reduction or re-dispatch of generation in the area (which would include the Net Energy) for any reason, 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 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, including in accordance with the requirements of any operating procedures developed by Buyer in accordance with Good Utility Practice.

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

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

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

11. PLANNED OUTAGES

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

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

11.2.1 Within ninety (90) days prior to the Commercial Operation Date and on or before October 1 of each Contract Year, Supplier shall provide Buyer with a schedule of proposed Planned Outages for the remainder of the year or upcoming Contract Year, as applicable. The proposed schedule will designate the Delivery Hours and amount (in MW) in which the Energy will be reduced in whole or in part by the proposed Planned Outages. Each proposed schedule shall include all applicable information, including the following: the month, day and Delivery Hour each requested outage will begin and conclude, the facilities impacted, the purpose of the requested outage, and any other relevant information. The total combined Delivery Hours of Planned Outages in any Contract Year shall not exceed five percent (5%) 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 months of June, July, August and September. Product not delivered to Buyer during periods of Planned Outages, up to the MW specified, (a) will comprise Excused Product to the extent such Planned Outages are conducted in accordance with the Planned Outage schedule approved by Buyer in accordance with this Article 11, and (b) will not comprise Excused Product to the extent any outage period or MW exceed that set forth in the Planned Outage schedule approved by Buyer in accordance with this Article 11, or is not approved by Buyer. Supplier shall make reasonable efforts to accommodate any proposed revisions by Buyer to the approved Planned Outage schedule.

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

11.2.4 If following a notice pursuant to Section 11.2.3, Buyer requests that Supplier not undertake an approved Planned Outage as scheduled, for reasons other than Force Majeure, Transmission Provider Instruction or Emergency, then Supplier may promptly deliver to Buyer a written reasonable estimate of the costs expected to be incurred as a result of Supplier not undertaking the Planned Outage as scheduled. If Buyer agrees to the estimated costs, then Supplier shall not undertake the Planned Outage, and Buyer shall reimburse Supplier for its documented out-of-pocket costs

actually incurred by Supplier in connection with not undertaking such Planned Outage (not to exceed the written estimated costs prepared by Supplier and delivered to Buyer). Any Planned Outage that is not instituted pursuant to this Section 11.2.4 will be rescheduled to occur in the same Contract Year in which it was originally scheduled, in accordance with Section 11.2.2.

12. REPORTS; OPERATIONAL LOG

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

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

12.3 Notices of Change in Facility. In addition to any consent required pursuant to Section 8.7, Supplier shall provide notice to Buyer as soon as practicable prior to any temporary or permanent change to the performance, operating characteristics, or major generation components (such as turbines, generators, inverters, 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 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 and prior to Supplier's construction start date, Supplier shall provide to Buyer a quarterly project report, in form and substance reasonably satisfactory to Buyer, which shall include the following: status in obtaining Project Milestones, including schedule; progress in obtaining any Governmental Approvals in connection with achieving the Commercial Operation Date; and a discussion of Supplier's progress with respect to the satisfaction or achievement of each Project Milestone, including a reasonable description of any material facts, events or circumstances which

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

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

12.4.3 Operations Log. Supplier shall maintain in accordance with Good Utility Practice an operations log, which shall include: (a) all Planned Outages and unplanned outages, alarms, circuit breaker trip operations, partial deratings of equipment, mechanical impairments defects or unavailability with

respect to generating equipment; (b) the cause (including any root cause analysis undertaken) and remediation undertaken by Supplier with respect to the events listed in (a); (c) the Delivered Amounts for the Stub Period and each Contract Year; and (d) any other significant event or information related to the operation of the Facility or the delivery of Net Energy or other Product. The operations logs shall be available for inspection by Buyer upon forty-eight (48) hours' notice together with all data maintained by Supplier as support for such logs. Supplier shall be responsible for maintaining sufficient evidentiary support in order to document the information contained in such operation logs.

12.5 Financial Information. Within thirty (30) days of Buyer's written request, Supplier shall provide Buyer with copies of Supplier's (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 best efforts to provide this information to Buyer with sufficient advance notice to enable Buyer to review such information and meet any submission deadlines imposed by the requesting Governmental Authority.

12.7 Accounting Standards. If Buyer or one of its Affiliates determines that it may hold a variable interest in Supplier under the Accounting Standards Codification ("ASC") 810, Consolidation of Variable Interest Entities, or requirements of Law, but it lacks the information necessary to make a definitive conclusion, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and ownership information so that Buyer or its Affiliate may confirm whether a variable interest does exist under ASC 810 or requirements of Law. If Buyer or its Affiliate determines that, it holds such a variable interest in Supplier, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and other information to Buyer or its Affiliate so that Buyer may properly consolidate the entity in which it holds the variable interest or present the disclosures required by ASC 810 or applicable Law. Supplier shall have the right to seek confidential treatment of any such information from any Governmental Authority entitled to receive such information. Information provided pursuant to this Section 12.7 is subject to

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

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

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

13. COMMUNICATIONS

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

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

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

13.2.2 Two (2) dedicated communications paths, which will be achieved through a single T1 line with multiple fibers within the T1, 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 the Buyer's telecom

equipment location at the Supplier's facility and terminate at a location to be specified by the 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 by Buyer consistent with Good Utility Practice, Supplier shall deliver to Buyer's Operating Representative an Availability Notice in the form set forth in Exhibit 8. The Availability Notice will cover WECC scheduling practices for day-ahead energy or such other period specified by Buyer consistent with Good Utility Practice. The Parties agree to modify the Availability Notice as may be required consistent with other scheduling practices which may be applicable to the Facility from time to time.

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

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

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

15. COMPLIANCE

15.1 Laws. Each Party shall comply with all applicable Laws in connection with the performance of its obligations under this Agreement. Supplier shall comply with all Laws to ensure that, the Generating Facility is at all times a Renewable Energy System and Supplier is at all times in compliance with all requirements of a renewable energy generator as set forth in the Renewable Energy Law, and shall, at its sole expense, maintain in full force and effect all relevant material

Governmental Approvals required for the maintenance of the Facility and the performance of its obligations under this Agreement. Each Party and its representatives shall comply with all relevant requirements of each Electric System Authority, Transmission Provider and each Governmental Authority to ensure the safety of its employees and the public.

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

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 Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 25, and 26 of this Agreement is subject to Buyer obtaining the PUCN Approval described in Section 16.2 before the PUCN Approval Deadline and in form and substance satisfactory to Buyer in its sole discretion.

16.2 PUCN Approval. Within one hundred twenty (120) days after the Effective Date and in accordance with the requirements of Law, Buyer shall submit this Agreement to the PUCN for approval ("PUCN Approval"), which 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, in form and substance satisfactory to Buyer in its sole discretion, and (b) is not the subject of (i) a petition for reconsideration or rehearing filed pursuant to NAC Section 703.801, (ii) a petition for judicial review filed pursuant to NRS Section 703.373, or (iii) a petition for a preliminary injunction filed pursuant to NRS Section 703.374 (the expiration of the dates for items (b)(i), (ii) and (iii) being the "PUCN Approval Date"), and which PUCN Approval includes:

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

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

16.2.3 Buyer will promptly notify Supplier after PUCN Approval is obtained to Buyer's sole satisfaction or if the PUCN does not grant PUCN Approval.

16.3 Failure to Obtain PUCN Approval; Conditions of PUCN Approval. If the PUCN fails to grant the PUCN Approval on or before the PUCN Approval Deadline or grants the PUCN Approval on or before the PUCN Approval Deadline, but in form and substance not acceptable to Buyer in its sole discretion, then within thirty (30) days after the PUCN Approval Deadline or the date PUCN grants the PUCN Approval, as the case may be, Buyer shall have the right to terminate this

Agreement upon ten (10) Business Days prior written notice to Supplier. Under no circumstances shall either Party have any liability to the other Party due to the failure of the PUCN to grant PUCN Approval by the PUCN Approval Deadline or the inclusion of conditions to the PUCN Approval which are unacceptable to Buyer.

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

17. SECURITY

17.1 Development Security. As a condition of Buyer's execution of and continuing obligations under this Agreement, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer); (b) a surety bond in form and substance satisfactory to Buyer in its sole discretion from a Person acceptable to Buyer in its sole discretion; or (c) a cash deposit; in any case, in an amount equal to One Million Dollars ($1,000,000) (the "Development Security"). Supplier shall post the Development Security with Buyer within fifteen (15) Business Days after the Effective Date. Upon the date that Buyer notifies Supplier that it has submitted this Agreement to the PUCN for PUCN Approval, the Development Security shall increase to an amount equal to Two Million, Four Hundred Fifty Thousand Dollars ($2,450,000). Upon the PUCN Approval Date, the Development Security shall increase to an amount equal to Six Million, Two Hundred Ten Thousand Dollars ($6,210,000). Such revised Development Security shall be posted within fifteen (15) Business Days of the applicable date and shall be maintained until replaced on the next applicable date. On June 1, 2026, the Development Security shall increase to an amount equal to Nine Million Six Hundred Sixty Thousand Dollars ($9,660,000). The revised Development Security shall be posted on June 1, 2026 and be maintained until fifteen (15) Business Days after the Commercial Operation Date; provided, that such security posted on June 1, 2026, shall not be in the form of a surety bond but shall be in the form of either a letter of credit or a cash deposit, each of which shall meet the respective requirements of (a) and/or (c) above. Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion: (i) as a non-exclusive remedy available to Buyer under Article 24; (ii) in the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and fails to pay Daily Delay Damages as provided in Section

8.5.1; (iii) if Supplier fails to make any payments owing under this Agreement; or (iv) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties, that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Development Security by Buyer shall give rise to an obligation of Supplier to replenish the Development Security to its required amount within two (2) Business Days of the drawing. In the event that no amounts are due and owing by Supplier to Buyer under this Agreement and Supplier has provided the Operating Security to Buyer, the Development Security shall be released to Supplier upon the earlier of (x) termination of this Agreement in accordance with its terms or (y) the fifteenth (15^{th}) Business Day after the Facility achieves Commercial Operation. With the consent of Buyer, Supplier may apply and maintain the Development Security as a portion of Operating Security required to be provided by Supplier pursuant to Section 17.2.

17.2 Operating Security. As a condition to achieving Commercial Operation, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer); or (b) a cash deposit, in each of (a) and (b), in an amount equal to Twelve Million, Seven Hundred Six Thousand, Eight Hundred Dollars ($12,706,800) (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 two (2) Business Days. In the event that no amounts are due and owing by Supplier to Buyer under this Agreement, the Operating Security shall be released to Supplier upon the fifteenth (15^{th}) Business Day after the earlier of (x) termination of this Agreement in accordance with its terms or (y) the expiration of the Term.

17.3 Letters of Credit. With respect to any letter of credit posted by Supplier as Development Security or Operating Security: (a) no later than thirty (30) days prior to the expiration date of any such letter of credit, Supplier shall cause the letter of credit to be renewed or replaced with another letter of credit in an amount satisfying the requirements of Sections 17.1 or 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 the Buyer or Buyer's agent; (c) draw on any outstanding letter of credit issued for its benefit; and (d) liquidate all Development Security or Operating Security, as applicable, then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever by Supplier, including any equity or right of purchase or redemption by Supplier. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Supplier's obligations

under the Agreement (Supplier remaining liable for any amounts owing to Buyer after such application), subject to the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

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

17.9 Security is Not a Limit on Supplier's Liability. Except as provided in Section 8.4 and Section 8.5 herein, the security contemplated by this Agreement: (a) constitutes security for, but is not a limitation of, Supplier's obligations hereunder; and (b) shall not be Buyer's exclusive remedy for Supplier's failure to perform in accordance with this Agreement.

18. INDEMNIFICATION

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

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

18.1.2 In claims against any Indemnified Party by an agent of the Indemnifying Party, or anyone directly or indirectly employed by them or anyone for

whose acts the Indemnifying Party may be liable, the indemnification obligation under this Article 18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Indemnifying Party or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

18.3 Indemnification Procedures.

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

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

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

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

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

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

19. LIMITATION OF LIABILITY

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

19.2 Limitation on Damages. To the fullest extent permitted by Law and notwithstanding any other provisions of this Agreement to the contrary, except for Replacement Costs, PC Replacement Costs or payment made by either Party to satisfy Penalties or payments owing under Sections 3.6, 3.7, 7.6, 8.4, 8.5, 8.6, 15.1, 17.1, 17.2, and 18.1, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement (unless due to the willful or intentional breach of this Agreement by such Party, in which case the limitation shall not apply). In addition, this limitation on damages shall not apply with respect to claims brought by unaffiliated third parties for which a Party is entitled to indemnification under this Agreement.

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

20. FORCE MAJEURE

20.1 Excuse. Subject to the provisions of this Article 20, neither Party will be liable 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 directly caused by an event of Force Majeure. Notwithstanding any other provision to the contrary contained in this Agreement, the sole relief available for an event of Force Majeure or claim of Force Majeure shall be an extension of time on a day-for-day basis for the period of demonstrated delay directly 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 reasonably anticipated as of the Effective Date; (b) is not within the reasonable control of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; (c) is not the result of the negligence, fault or failure to act by the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; and (d) could not be overcome or its effects mitigated by the use of due diligence by the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the requirements set forth in the preceding sentence): acts of God such as storms, hail, hurricanes, floods, lightning, fire, explosion, earthquakes, or other natural disasters; civil disturbance; sabotage; strikes, lock-outs, or work stoppages, in each case, not attributable to the actions of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; action or restraint by court order or Governmental Authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint, and so long as the action or restraint does not arise out of the actions of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder).

20.3 Exclusions. Notwithstanding the foregoing, none of the following shall constitute Force Majeure:

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

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

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

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

20.3.1.5 The imposition of costs or Taxes on a Party;

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

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

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

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

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

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

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

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

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

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

20.3.1.16 The increased cost of electricity, equipment, steel, labor or transportation.

For the avoidance of doubt, the existence of the facts or circumstances described as exceptions to or qualifications of the exclusions to Force

Majeure listed in the clauses above shall not establish the existence of Force Majeure, which shall only occur if the requirements of this Article 20 are fully satisfied.

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

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

20.4.1 Provides prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement (which notice, in the case of Supplier, shall be provided within forty-eight (48) hours following such Force Majeure event);

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

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

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

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

21. DISPUTES

21.1 Dispute or Claim. Any cause of action, claim or dispute which either Party may have against the other Party arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Laws that affect this Agreement, or the transactions contemplated hereunder, or the breach, termination or validity hereof ("Dispute") shall be submitted in writing to the other Party. The written submission

of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and appropriate supporting documentation.

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

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

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

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

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

22. NATURE OF OBLIGATIONS

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

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

23. ASSIGNMENT

23.1 Except as stated below, neither this Agreement nor any of the rights or obligations hereunder shall be assigned by either Party, including by operation of Law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment of this Agreement in violation of the foregoing shall be, at the option of the non-assigning Party, void.

23.2 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; (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; or (c) a Person (other than a natural person) providing retail electric service in Nevada which meets the Minimum Credit Rating or provides adequate credit assurance or a guarantee from a party that meets the Minimum Credit Rating; (d) a wholesale electric provider which meets the Minimum Credit Rating or provides adequate credit assurance or a guarantee from a party that meets the Minimum Credit Rating; (e) a Person (other than a natural person) whose Credit Rating, is equal or superior to the Minimum Credit Rating as of the time of assignment; or (f) a Person (other than a natural person) as otherwise required by Law. Buyer shall provide Supplier with written notice of any assignment pursuant to this Section 23.1.

23.3 Supplier Assignment. Supplier may, without the consent of Buyer, transfer or assign any interest (Controlling Interest or non-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; provided that Supplier provides Buyer prior notice of any such transfer or assignment and (a) either (i) the Credit Rating of such Affiliate is equal to or superior to the Credit Rating of Supplier as of the Effective Date, as determined by Buyer in its reasonable discretion, or (ii) the Development Security or Operational Security, as applicable, is maintained without change due to such transfer or assignment or is replaced with Development Security or Operational Security, as applicable, in accordance with the requirements of Article 17, and (b) such Affiliate enters into an assignment and assumption agreement, in form and substance satisfactory to Buyer, pursuant to which such Affiliate assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement, and (c) an operations and maintenance agreement with a qualified operator has been entered into in accordance with Section 8.9. 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.

23.4 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.

23.5 Transfers of Ownership. Supplier shall not directly or indirectly sell, transfer, assign or otherwise dispose of its ownership interest in the Facility to any third party absent: (a) a transfer of this Agreement to such third party; (b) Supplier entering into an assignment and assumption agreement, in form and substance satisfactory to Buyer, with such third party pursuant to which such third party assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement; (c) Buyer's prior written approval, not to be unreasonably withheld, of such third party; and (d) such third party being a Qualified Transferee. This Section 23.4 shall not apply or restrict (i) any sale, transfer, assignment or disposal of the Facility in accordance with the provisions of Sections 23.2 or 23.8, or (ii) any other Permitted Transaction.

23.6 Controlling Interest. 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 or restrict any sale, transfer or assignment of a Controlling Interest in Supplier in accordance with the provisions of Section 23.2, provided that such transfer is to a Qualified Transferee.

23.7 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.

23.8 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.

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

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) before the scheduled date set forth in Exhibit 6; and (b) Commercial Operation by the Commercial Operation Deadline as set forth in Exhibit 6, after expiration of the applicable period for which Daily Delay Damages are owed by Supplier pursuant to Section 8.5.1;

24.1.7 in the case of Supplier, its failure to comply with the provisions of Article 17 (including any replenishment requirement);

24.1.8 in the case of Supplier, its failure to comply with the provisions of Article 23;

24.1.9 in the case of Supplier, its failure to comply with the provisions of Article 27;

24.1.10 a Party (a) becomes insolvent, files for or is forced into bankruptcy (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); (b) makes an assignment for the benefit of creditors; (c) is unable to pay its debts as they become due; or (d) is subject to a similar action or proceeding (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); and

24.1.11 in the case of Supplier, if Supplier: (a) relinquished possession and control of all or substantially all of the Facility, other than pursuant to a transfer permitted under this Agreement; or (b) after commencement of the construction of the Facility, and prior to the Commercial Operation Date, completely ceases construction, testing, and inspection of the Facility for ninety (90) consecutive days, if not attributable to an Event of Default of, or request by Buyer, or an event of Force Majeure.

24.1.12 in the case of Supplier: (a) if there is an Event of Default due to an excess Shortfall pursuant to Section 3.7.1 or (b) if there is an Event of Default due to an excess PC Shortfall pursuant to Section 3.8.

24.2 Duty/Right to Mitigate. Each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of its obligations under this Agreement. For the purpose of this Section 24.2, commercially reasonable efforts by Supplier shall include maximizing the price for Product received by Supplier from third parties, including entering into an enabling agreement with, or being affiliated with, one or more power marketers of nationally recognized standing to market such Product not purchased or accepted by Buyer during a period Buyer is a Defaulting Party and Supplier is entitled to sell such Product to third parties in accordance with the terms of this Agreement.

24.3 Cure Period. Other than for an Event of Default under Sections 24.1.6, 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, 24.1.11 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 the Non-Defaulting Party shall be entitled to all legal and equitable remedies that are not expressly prohibited by the terms of this Agreement, including termination of this Agreement as provided in Section 2.3, payment of damages, and in the case of Buyer, drawing upon the Development Security and the Operating Security.

24.5 Termination of Duty to Buy. If this Agreement is terminated because of an Event of Default by Supplier, neither Supplier nor any Affiliate of Supplier, nor any successor to Supplier with respect to the ownership of the Facility or the Project Site, may thereafter require or seek to require Buyer to make any purchases from the Facility or any electric generation facility constructed on the Project Site, under the Public Utility Regulatory Policies Act of 1978 or any other Law, for any periods that would have been within the Term had this Agreement remained in effect. Supplier, on behalf of itself and any other entity on whose behalf it may act, hereby waives its rights to require Buyer so to do.

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 to and at the Delivery Point.

25.7 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities and equipment necessary to interconnect the Facility to and at the Delivery Point and all such costs are covered by payments for Product provided for in this Agreement.

25.8 Required Facility Documents. All Required Facility Documents are listed on Exhibit 12. Pursuant to the Required Facility Documents, Supplier holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other later date as may be specified under requirements of Law), and will maintain for the Term all Required Facility Documents (including all material authorizations, rights

and entitlements) necessary to construct, own, operate and maintain the Facility and to perform its obligations under this Agreement, including the sale and delivery of Product to Buyer in accordance with this Agreement. The anticipated use of the Facility complies with all applicable restrictive covenants affecting the Facility or the Project Site.

25.9 Governmental Approvals. Supplier has applied or will apply for or has received the Governmental Approvals listed in Exhibits 10 and 12, and no other Governmental Approvals are required by Supplier to construct, own, operate and maintain the Facility or perform its obligations under this Agreement. Following the Commercial Operation Date, Supplier shall notify Buyer of any additional material Governmental Approvals that are required for the ownership, operation and maintenance of the Facility or the performance by Supplier of its obligations under this Agreement, in each case, promptly after Supplier makes any such determination.

25.10 Related Agreements. Supplier has entered into or will enter into all material agreements as listed in Exhibit 12 necessary for the construction, ownership, operation and maintenance of the Facility and the performance of its obligations under this Agreement.

25.11 Certification. The Generating Facility qualifies as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Renewable Energy Law.

25.12 Title. Supplier will own all Product attributable to the Facility and has the right to sell such Product to Buyer. Supplier will convey good title to the Product to Buyer free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by Buyer to a third party.

25.13 Project Execution Plan. Supplier will execute the development and construction of the Facility, which shall be materially in accordance with the project execution plan that will be provided no later than the issuance of the Notice to Proceed. Supplier shall construct the Facility using only such equipment that is to be purchased through a Major Equipment Contract which is manufactured by the vendors, subcontractors and equipment suppliers listed on Exhibit 23.

25.14 Work Site Agreement. Supplier shall enter into a work site agreement, memorandum of understanding, or similar document, either substantially in the form attached hereto as Exhibit 21 or another form reasonably acceptable to the Parties. Supplier shall provide an executed copy of Exhibit 21 or a similar form to the Buyer no later than prior to issuance of the Notice to Proceed.

25.15 OFAC Sanctions Lists.

25.15.1 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").

25.15.2 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.

25.16 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.

25.17 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.

25.18 Supply Chain Audit. If requested by Buyer in writing within thirty (30) days of satisfying the Project Milestones in Section N 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 25.18 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 25.18, then Supplier shall be responsible for the full cost and expense of such Supply Chain Audit.

25.19 Cybersecurity. Supplier shall comply in all respects with the requirements in Exhibit 24.

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

26.1 Organization; Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect on Buyer.

26.2 Authority. Buyer has full corporate authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all corporate actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Buyer are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.

26.3 Governmental Approvals; No Violation. Other than obtaining Buyer's Required Regulatory Approvals as set out in Exhibit 9, the execution, delivery and performance of its obligations under this Agreement by Buyer shall not: (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Buyer; (b) require any Governmental Approval, except: (i) where the failure to obtain such Governmental Approval would not reasonably be expected to have a Material Adverse Effect on Buyer; or (ii) for Governmental Approvals which become applicable to Buyer as a result of specific regulatory status of Buyer or as a result of any other facts that specifically relate to the business or activities in which Buyer is or proposes to be engaged, which Governmental Approvals have been obtained or made by Buyer; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

26.4 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 26 are made as of the Effective Date and

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

27. INSURANCE

27.1 General Requirements. From and after the Effective Date, Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts set forth in this Article 27. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence" basis. If any policy is maintained on a "claims made" form and is converted to an "occurrence form," the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer.

27.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Nevada and with the equivalent, on a continuous basis, of an "A.M. Best Company Rating" of "A-" or better and shall include provisions or endorsements:

27.2.1 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, stating that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance required hereunder;

27.2.2 Stating that no reduction, cancellation or non-renewal of the policy shall be effective until thirty (30) days (ten (10) days for non-payment of premiums) from the date notice thereof is actually received by Buyer; provided that upon Supplier's receipt of any notice of reduction, cancellation or non-renewal, Supplier shall immediately provide notice thereof to Buyer;

27.2.3 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, providing Buyer with subrogation waivers on all coverage;

27.2.4 Providing for Separation of Insured coverage in the general liability and auto liability insurance policies; and

27.2.5 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, naming Buyer as an additional insured on the general liability and auto liability insurance policies of Supplier as its interests may appear with respect to this Agreement.

27.3 Certificates of Insurance. Within thirty (30) days of the Effective Date and each anniversary thereafter during the Term, and upon any change in coverage or at the request of Buyer (not to exceed once each year), Supplier shall provide to Buyer properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement. Certificates of insurance shall provide the following information:

27.3.1 The name of insurance company, policy number and expiration date;

27.3.2 The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of Supplier; and

27.3.3 A statement indicating that Buyer shall receive at least thirty (30) days prior notice of cancellation or non-renewal of a policy or of a reduction of liability limits with respect to a policy.

27.4 Certified Copies of Insurance Policies. At Buyer's request, in addition to the foregoing certificates of insurance, Supplier shall deliver to Buyer a copy of each insurance policy, certified as a true and complete copy by an authorized representative of the issuing insurance company.

27.5 Inspection of Insurance Policies. Buyer shall have the right to inspect the original policies of insurance applicable to this Agreement at Supplier's place of business during regular business hours.

27.6 Supplier's Minimum Insurance Requirements.

27.6.1 Worker's Compensation. Workers' compensation insurance in the form and manner required by statutory requirements and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act where applicable. Employer's liability insurance with the following limits: (a) One Million Dollars ($1,000,000.00) 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).

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.

27.6.6 Meeting Minimum Limits. 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.

28. NO EXPECTATION OF CONFIDENTIALITY; PUBLIC STATEMENTS

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

28.2 Public Statements. The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this Agreement and neither Party shall issue any such public announcement, statement or other disclosure without having first received the written consent of the other Party, except as may be required by Law. Notwithstanding the foregoing, Supplier acknowledges and agrees that Buyer may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Facility for educational, promotional or informational purposes, so long as such advertisements, brochures and announcements do not include pricing or other proprietary or confidential information. Supplier may disclose this Agreement and information regarding the Facility to its Affiliates and to its and its Affiliates' members, officers, directors, employees, attorneys, agents, representatives, current or potential lenders and investors in connection with the execution, delivery and performance of its obligations under this Agreement. Supplier shall reasonably cooperate with Buyer regarding such activities, including providing Buyer with reasonable access to the Facility and authorizing the use of pictures of the Facility for such activities, upon reasonable prior notice, during regular business hours, and

subject to Buyer's compliance with Suppliers safety requirements regarding the Project Site. It shall not be deemed a violation of this Section 28.2 to file this Agreement with the PUCN or FERC or any other Governmental Authority in connection with Buyer's Required Regulatory Approvals, Supplier's Required Regulatory Approvals or otherwise.

29. MISCELLANEOUS

29.1 Notices.

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

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

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

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

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

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

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

29.4 Rules of Construction; Interpretation. Unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," or "Exhibits" are to articles, sections, schedules, or exhibits hereof; (c) all references to a particular Person include a reference to such Person's permitted successors and assigns; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" (and the correlative terms "include", "includes" and "included") means "including, without limitation" or "including, but not limited to"; (h) all references to a particular Law means that Law as amended, supplemented or otherwise modified from time to time; (i) all references to energy or capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; and (j) the word "or" is not necessarily exclusive. Reference to "days", "months", "quarters" and "years" shall be to calendar days, months, quarters and years, unless expressly stated otherwise herein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

29.5 Headings and Titles. The headings and section titles in this Agreement are for convenience of the Parties only and shall not be used to construe this Agreement.

29.6 Discontinued or Modified Index. If any index publisher discontinues publishing or substantially modifies any index utilized herein, then the index used herein will be modified to the most appropriate available index, with appropriate adjustments to take into account any changes in the location of measurement.

29.7 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement

shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by Law.

29.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing, usage of trade or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. Except as otherwise provided in this Agreement, the remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by Law or in equity. For breach of any provision hereof for which an express remedy or measure of damages is provided (including sections 3.6 (Renewable Energy System), 3.7 (Shortfall; Replacement Costs), 3.8 (PC Shortfall; PC Replacement Costs), 8.4 (Failure to Achieve Commercial Operation), 8.5 (Delay Damages), 8.6 (Deficit Damages) and 8.7 (Modification)), such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived, unless the provision in question provides that the express remedies are in addition to other remedies that may be available. Notwithstanding the above, nothing in this section shall prohibit Buyer from exercising Buyer's right to exercise specific performance under Section 29.15.

29.9 Amendments. Amendments or modifications to this Agreement must be in writing and executed by an authorized representative of each Party. Buyer may determine that submitting an amendment or modification to this Agreement to the PUCN and FERC, as applicable, for filing, acceptance or approval shall be a condition precedent to the effectiveness of any such amendment.

29.10 Time is of the Essence. Time is of the essence to this Agreement and in the performance of all of the covenants, agreements, obligations and conditions hereof.

29.11 Choice of Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed and governed by the Laws of the State of Nevada, except for such Laws that would require the application of the Laws of another jurisdiction.

29.12 Further Assurances. The Parties agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Without limiting the foregoing, whenever revised or updated exhibits are delivered or generated hereunder for attachment to this

Agreement, the Parties will memorialize the same in a reasonable written instrument, to be executed and delivered by both Parties.

29.13 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

29.14 No Third-Party Beneficiaries. Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third party, no third party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, and this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

29.15 Specific Performance. Subject to applicable rules of law and equity, Buyer shall be entitled to seek and obtain a decree compelling specific performance or granting injunctive relief with respect to, and shall be entitled, to enjoin any actual or threatened breach of any material obligation of Supplier hereunder. The Parties agree that specific performance (including temporary and preliminary relief) and injunctive relief are proper in the event of any actual or threatened breach of any material obligation of Supplier hereunder, and that, except as provided in this Agreement, including Sections 8.4.1, 19.3 and 29.8, any liability limits contained herein shall not operate to limit the exercise of Buyer's remedies in equity to cause Supplier to perform its obligations hereunder. Supplier agrees that, except where this Agreement provides for the payment of liquidated damages or other specific amounts in Sections 3.6, 3.7, 8.4, 8.5 and 8.6, it will not assert as a defense to Buyer's action for specific performance of, or injunctive relief relating to, Buyer's rights and Supplier's obligations hereunder that the amounts payable or paid by Supplier in respect of money damages constitute an adequate remedy for the breach of such obligation, and Supplier hereby conclusively waives such defense. Supplier shall at all times during the Term, own, lease, control, hold in its own name or be signatory to (as the case may be) all assets relating to the Facility to the extent necessary to prevent a material adverse effect on Buyer's right to specific performance or injunctive relief.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DocuSign Envelope ID: CCD8463A-0520-441B-BA84-913146540863

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

BUYER:

SIERRA PACIFIC POWER COMPANY

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

SUPPLIER:

CORSAC GENERATING STATION 2 LLC

DocuSigned by:
By: Tim Latimer
626FD4D5CF71498...
Name: Tim Latimer
Title: Chief Executive Officer

EXHIBIT 1

DESCRIPTION OF FACILITY

1. Name of Generating Facility: Corsac Generating Station 2

   (a) Location: Fernley, Churchill County, NV

   (b) Delivery Point: Valmy-East Tracy #2(#3422) 345 kV

2. Supplier: Corsac Generating Station 2 LLC

3. Parent: Fervo Energy Company

4. Operator: Corsac Generating Station 2 LLC

5. Equipment:

   (a) Type of Generating Facility: Binary Geothermal Plant inclusive of Turbines, Air-Cooled Condensers, and Generators

   (b) Installed Nameplate Capacity:

      (i) Total capacity: 168 MVA

      (ii) Expected Nameplate Capacity Rating: 115 MW AC @ +/- 0.95, subject to the provisions of Section 3.5.4

      (iii) Total average capacity net of Station Usage: 94.6 MW

6. Operating Characteristics of Generating Facility:
   (a) VAR, leading: 0.95 PF
   (b) VAR, lagging (-): 0.85 PF
   (c) Controlled Ramp Rate (MW/minute): 3 MW per minute
   (d) Minimum Operating Capacity (MW): 35 MW
   (e) Power Factor: +/- 95, subject to the provisions of Section 3.5.4

7. Generating Facility Description: Corsac Generating Station 2 will be comprised of multiple organic rankine cycle turbines, air-cooled condensors, and generating units, resulting in a total capacity of 168 MVA, and an Expected Nameplate Capacity Rating of 115 MW AC.

EXHIBIT 2A

PRODUCT RATES

PRODUCT RATE

The "Product Rate" for Net Energy is One Hundred Seven Dollars ($107.00) per MWh.

The Product Rate for Excess Energy is Sixty-One Dollars and Fifty Cents ($61.50) per MWh (the "Excess Energy Rate").

The Product Rate for Test Energy is Fifty-Three Dollars and Fifty Cents ($53.50) per MWh (the "Test Product Rate").

The Product Rate for Provisional Energy is Eighty Dollars and Twenty-Five Cents ($80.25) per MWh (the "Provisional Rate").

PTC RATE

The "PTC Rate" means the rate used to calculate the PTCs for the Generating Facility that Supplier anticipates reflecting on the IRS Form 8835 (or any successor form thereto) to be filed by Supplier as part of its timely filed federal income tax return for the applicable taxable year (expressed in $/MWh), assuming (i) a base credit amount determined pursuant to Section 45(a)(1), Section 45(b)(6)(A), or Section 45Y(a) (applying either the applicable amount in Section 45Y(a)(2)(A) or Section 45Y(a)(2)(B)) of the Code, as applicable, in each case as in effect as of the Effective Date, and (ii) the inflation adjustment factor and reference price for solar used to determine the PTC as set forth in the most recently published IRS notice of such items, and (if applicable) any subsequent updates or corrections, and (iii) any applicable increases or decreases to the credit amount pursuant to Section 45(b)(3), Section 45(b)(9), Section 45(b)(11), Section 45Y(g)(7), Section 45Y(g)(8), and Section 45Y(g)(11) of the Code. Following the PTC Period, or if Supplier does not claim the PTC with respect to the Generating Facility, the PTC Rate shall be zero (0). For purposes of this Exhibit 2A, the "After-Tax Basis" means, with respect to any payment received or deemed to have been received by Supplier, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to Supplier so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes (including federal, state or local income taxes) required to be paid by Supplier in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the Base Payment and Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that Supplier is subject to federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, and state and local taxes at an applicable statutory rate in the aggregate equal to five percent (5%) with respect to such Base Payment and Additional Payment, and shall take into account the deductibility (for federal income tax purposes) of such state and local income taxes. At the time Supplier first delivers an invoice to Buyer for Economic Curtailed Product pursuant to Section 7.2, Supplier shall attest to Buyer in writing (the

"Attestation") the PTC Rate and the assumptions underlying the PTC Rate, including (A) whether taxpayer is claiming the PTC under Section 45 or Section 45Y of the Code, (B) whether the increased credit amount under Section 45(b)(6)(A) or the applicable amount described under Section 45Y(a)(2)(B) applies, and (C) whether any additional credit increases (such as the bonus for domestic content or location in an energy community) or decreases (such as the reduction for tax-exempt bonds) apply. The Attestation shall be signed by a representative of Supplier with knowledge of the matters set forth therein. Supplier shall provide Buyer with an updated Attestation if any of the underlying assumptions addressed in the Attestation change during the PTC Period. For purposes of this Exhibit 2A, the "PTC Period" means the period commencing on the Commercial Operation Date and ending on the ten (10) year anniversary of the Commercial Operation Date.

EXHIBIT 2B
FORM OF MONTHLY ENERGY INVOICE

Supplier Letterhead

Facility: _____ **Date:** _____

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

Invoice Number: _____

CURRENT MONTHLY BILLING DATA INPUT

Pricing	**$/MWh**
Product Rate	_____
Excess Energy Rate	_____
Test Energy 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	_____	_____

CURRENT MONTHLY INVOICE CALCULATION

	Net Energy		Rate/kWh		Amount
a. Product[1]	_____	x	_____	=	$ _____
b. Excess Energy	_____	x	_____	=	$ _____
c. Provisional Energy	_____		_____	=	$ _____
d. Test Energy	_____	x	_____	=	$ _____
e. Shortfall/Replacement Cost	(from page 2B-2)				

f. Total Product Payment (a+b+c-d+e) $ _____

f. Adjustments (+/-) $ _____

TOTAL AMOUNT DUE (e + f) $ _____

PAYMENT DUE DATE NO LATER THAN: _____

REPLACEMENT COST CALCULATION

a. Monthly Supply Amounts	_____	kWh
b. Excused Product	_____	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 Monthly Mead Firm Price	_____	$/MWh
h. Product Rate	_____	$/MWh
i. Difference (max g – h or zero)	_____	$/MWh
j. 10% of Product Rate (0.1 x i)	_____	$/MWh
k. Replacement Cost (max of f * j or f * i)	$ _____	

[1] Excluding Test Energy

Date	Hour Ending	Supply Amount	Total Delivered Amount	Base Product Amount	Product Rate	Base Product Cost	Excess Energy	Maximum Amount Energy	Excused Product	Reason for Excused
Total										

EXHIBIT 2C

FORM OF PC REPLACEMENT INVOICE

Buyer Letterhead

Facility: _____ Date: _____

Facility ID: _____ Contract Year(s): _____

Invoice Number: _____

Payment Due Date: _____

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

PC REPLACEMENT CALCULATION

k. PC Replacement Rate	**$** _____
l. PC REPLACEMENT COSTS (j * k)	**$** _____

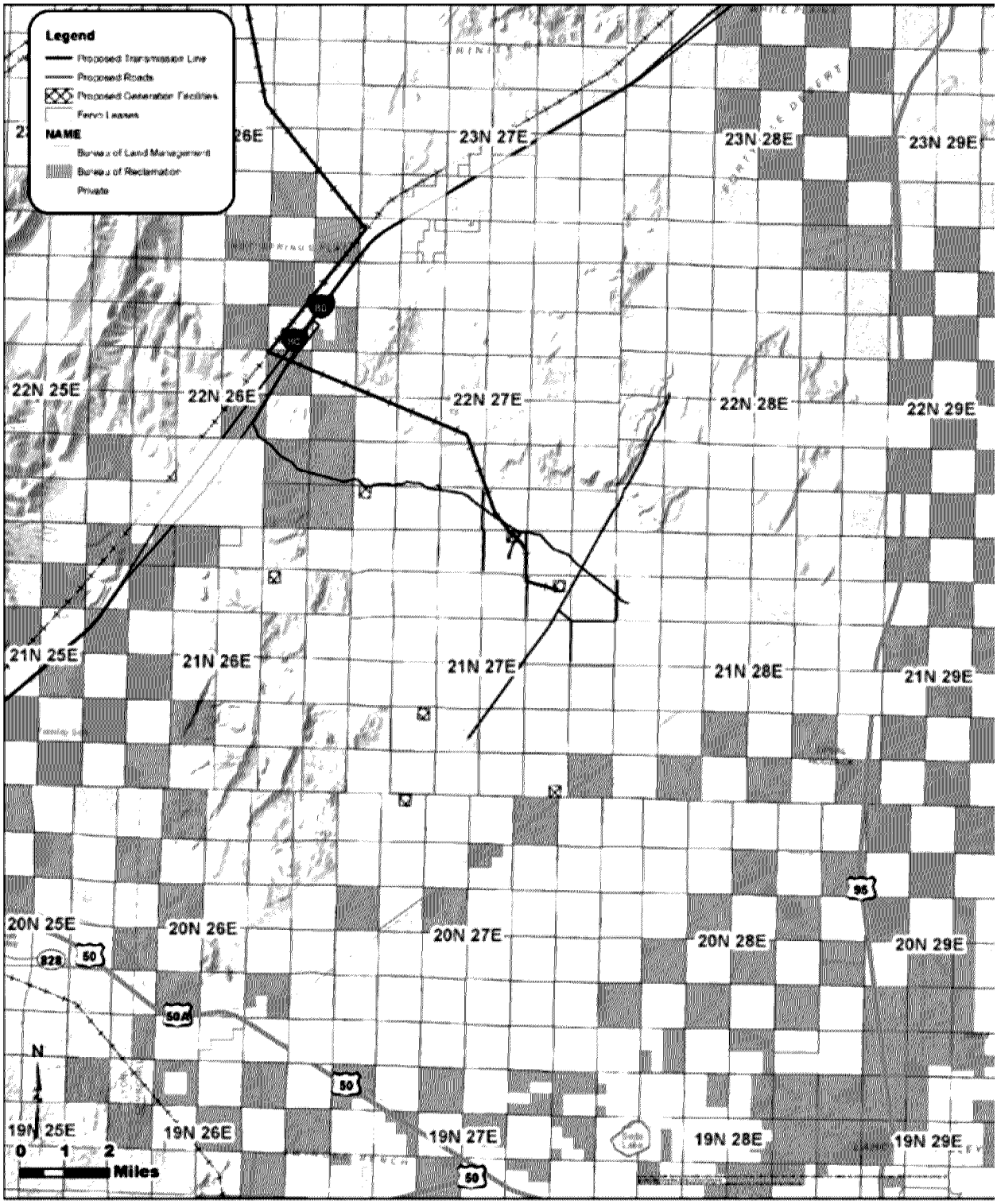
EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

The Project Site consists of Federal and private leases consisting of select sections within Township 21 North, 27 East; Township 21 North, 28 East; Township 22 North, 28 East, and Township 23 N and 27 East. The final Project Site as well as the location of the Facility power block (ORC equipment, turbines and generators) and will be finalized during the later stages of development. Supplier will provide to Buyer a final description of the Project Site by no later than June 2028.

EXHIBIT 3B

MAP DEPICTING PROJECT SITE



Corsac Station
Churchill County, Nevada

FERVO ENERGY

EXHIBIT 3B

MAP DEPICTING PROJECT SITE

EXHIBIT 3C

SHARED FACILITIES

Corsac Station is ultimately intended to be a 400-500 MW project. Supplier anticipates there may be some surface equipment associated with the Facility, such as gathering systems, and other electrical components, which may be utilized by other parts of Corsac Station other than the Facility. Those Shared Facilities will be updated at a later date, consistent with the provisions of this Agreement.

EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

SUPPLIER: Corsac Generating Station 2 LLC

Contact	Mailing Address	Phone	E-mail
CONTRACT REPRESENTATIVE:			
Prior to Commercial Operation Date:			
Asset Manager	114 Main St., 2nd Floor Houston, TX 77002	832/646-4601	kyle.gabb@fervoenergy.com
From and after Commercial Operation Date:			
Asset Manager	114 Main St., 2nd Floor Houston, TX 77002	832/646-4601	kyle.gabb@fervoenergy.com
OPERATING REPRESENTATIVE:			
Prior to Commercial Operation Date:			
Development Manager	114 Main St., 2nd Floor Houston, TX 77002	207/577-8244	pete.marsters@fervoenergy.com
From and after Commercial Operation Date:			
Development Manager	114 Main St., 2nd Floor Houston, TX 77002	207/577-8244	pete.marsters@fervoenergy.com
OPERATING NOTIFICATIONS:			
Prescheduling			
Asset Manager	TBD	TBD	TBD
Real-Time			
Asset Manager	TBD	TBD	TBD
Monthly Checkout			
Asset Manager	TBD	TBD	TBD

INVOICES:

Asset Manager	114 Main St., 2nd Floor Houston, TX 77002	832/646-4601	kyle.gabb@fervoenergy.com

PAYMENT INSTRUCTIONS

ACH Routing Information:
Financial Institution: Bank of America
Branch: Bank of America Tower, Houston
Address: 800 Capitol Street, 16th Floor
City, State, & Zip: Houston, TX 77002
Routing Number: 111000025
Account Number: 488116710961

Wire Transfer:
BNK: Bank of America
ABA: 026009593
ACCT: 488116710961

BUYER: NV ENERGY

Sierra Pacific Power Company d/b/a NV Energy

Contact	Phone	E-mail
CONTRACT REPRESENTATIVE:		
Director, Contract Management and Special Programs 7155 S. Lindell Road, MS B13RE Las Vegas, NV 89118	702/402-6085	ContractManagement@nvenergy.com
OPERATING REPRESENTATIVES		
Scheduling		
- Portfolio Analytics-NPC (Normal Business Hours)	702/402-2882	PortfolioAnalytics@nvenergy.com
- Portfolio Analytics-SPPC (Normal Business Hours)	702/402-2884	PortfolioAnalytics@nvenergy.com
- Generation Dispatch (Control Area Operations)	702/402-7111	Sysopr@nvenergy.com
- Daily Availability Notice-NPC (Spreadsheet)	702/402-2882	PortfolioAnalytics@nvenergy.com
- Daily Availability Notice-SPPC (Spreadsheet)	702/402-2884	PortfolioAnalytics@nvenergy.com
Emergencies (including Force Majeure)		
- Grid Reliability	775/834-4216	Grid_Reliability@nvenergy.com
- Portfolio Analytics	702/402-1954	PortfolioAnalytics@nvenergy.com
Planned Outages-NPC	702/402-6602	esccoc@nvenergy.com
Planned Outages-SPPC	775/834-4716	esccoc@nvenergy.com
Metering-NPC	702/402-6110	NPCMeterOps@nvenergy.com
Metering-SPPC	775/834-7156	Electric_Meter_Ops_North@nvenergy.com
INVOICES		
Energy Supply Contract Management 6226 W Sahara Ave, M/S 26A Las Vegas, NV 89146	702/402-5667	ContractManagement@nvenergy.com
CC all invoices to:		
Fuel & Purchased Power Accounting 6100 Neil Road, M/S S2A20	775/834-6281	cmcelwee@nvenergy.com

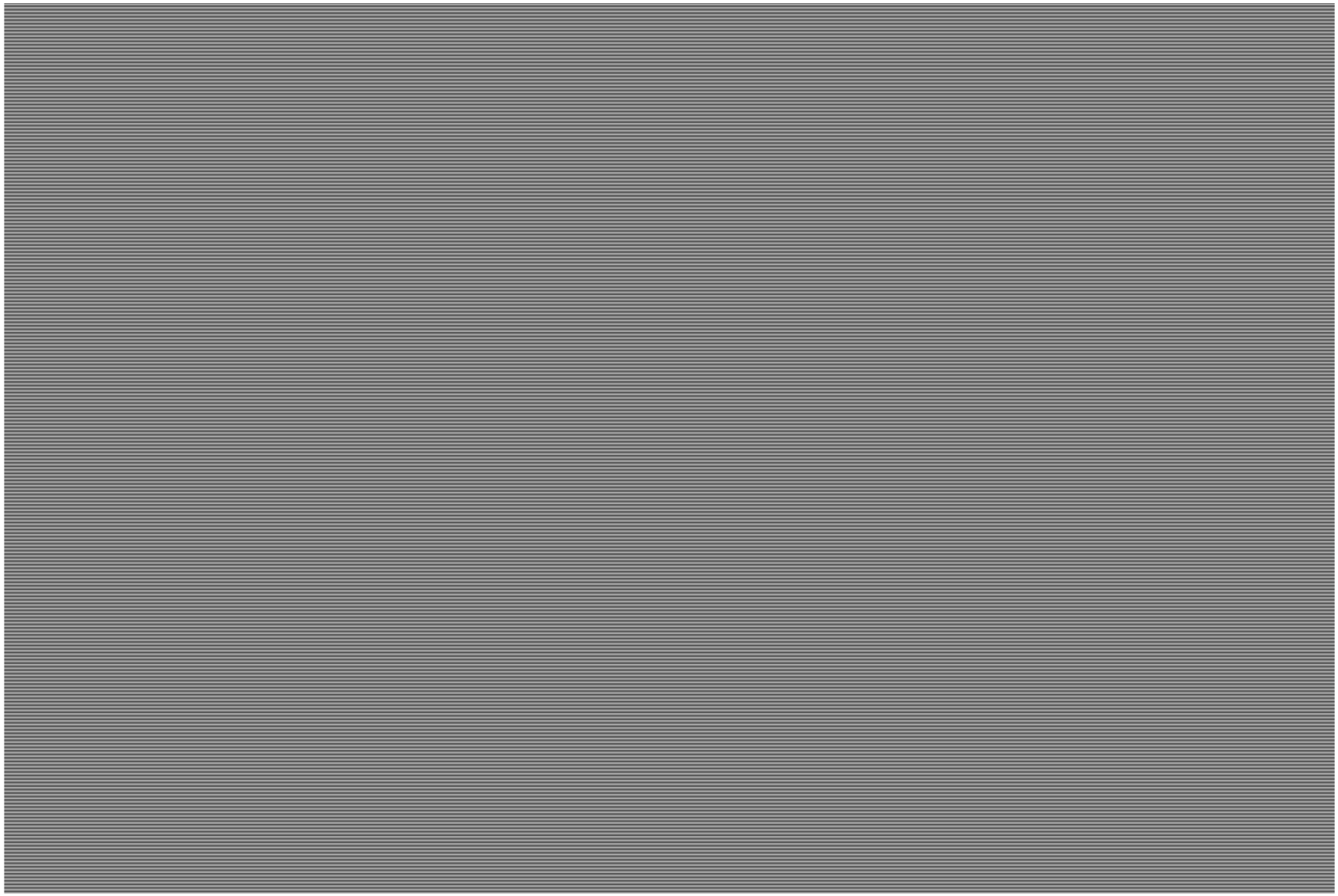
Reno, NV 89511

"EVENT OF DEFAULT", "COMMERCIAL OPERATION DATE" AND "FORCE MAJEURE"
CC all notices to:
Office of General Counsel
6226 W. Sahara Ave, M/S 3A
Las Vegas, NV 89146

EXHIBIT 5

ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

Attached is a preliminary one-line diagram of the Facility, which indicates the Delivery Point and the ownership and the location of Meters. A final one-line diagram will be finalized at a later stage of project development. Supplier will provide to Buyer a final one-line diagram of the Facility, which indicates the Delivery Point and the ownership and the location of Meters, by no later than January 2028, which diagram shall be subject to the prior written approval of Buyer.



REDACTED PUBLIC VERSION

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

1. Timing is as described in specific items below.

2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

   A) Project Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility as specified in Exhibit 12.

   Completion Date: January 1, 2029.

   Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Required Facility Documents to construct the Facility, as listed in Exhibit 12, have been obtained together with the metering system design for the Facility (submitted for Buyer's approval in accordance with Section 7.1) and a completed version of Exhibit 14.

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

   Completion Date: January 1, 2029.

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

   C) Project Milestone: Supplier shall obtain the Required Facility Documents to operate (but not achieve Commercial Operation) the Facility.

   Completion Date: January 1, 2029.

   Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Required Facility Documents to operate (but not achieve Commercial Operation) the Facility as listed in Exhibit 12 have been obtained.

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

   Completion Date: January 30, 2030.

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

   E) Project Milestone: Long-term production and injection well testing.

   Completion Date: June 1, 2029.

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

F) Project Milestone: BLM Exploration Environmental Assessment Approval

Completion Date: December 1, 2027.

Documentation: Supplier shall provide notice of Approval for Exploration Environmental Assessment.

G) Project Milestone: BLM Utilization Environmental Assessment Analysis Approval

Completion Date: October 1, 2028.

Documentation: Supplier shall provide notice of Approval for Utilization Environmental Assessment.

H) Project Milestone: BLM Site License and Facility Construction Permit

Completion Date: March 1, 2029.

Documentation: Supplier shall provide notice of approval for the permit.

I) Project Milestone: BLM Commercial Use Permit

Completion Date: March 1, 2029

Documentation: Supplier shall provide notice of approval for the permit.

J) Project Milestone: NDEP Class V Underground Injection Control (UIC) Permit

Completion Date: March 1, 2029

Documentation: Supplier shall provide notice of approval for the permit.

CRITICAL PROJECT MILESTONES

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

Completion Date: November 1, 2027

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

L) Project Milestone: Appraisal well drilling and report.

Completion Date: December 1, 2027.

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

M) 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: January 1, 2029

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

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

Completion Date: the 1st day of the month following January 30, 2030 ("Commercial Operation Deadline").

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

EXHIBIT 7

PERFORMANCE TESTS

1. Performance tests required by the Construction Contracts 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. Supply confirmation test, in form completed by Supplier.

3. Such other tests as may be required by Law or Governmental Authority having jurisdiction over the Facility, including the performance testing provided for in Exhibit 7A.

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

1 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 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.

2 FULL NAMEPLATE OUTPUT TESTING

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

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

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

Notes/Test Conditions:

3 LAGGING REACTIVE POWER CAPABILITY TESTING

3.1 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
		30% (Generating Facility)		-0.90	
		30% (Generating Facility)		-0.95	
		100 % (Generating Facility)		-0.90	
		100 % (Generating Facility)		-0.95	

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

Notes/Test Conditions:

4 LEADING REACTIVE POWER CAPABILITY TESTING

4.1 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
		30% (Generating Facility)		+0.90	
		30% (Generating Facility)		+0.95	
		100 % (Generating Facility)		+0.90	
		100 % (Generating Facility)		+0.95	

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

Notes/Test Conditions:

5 NERC REQUIRED TESTING*

5.1 The facility owner shall be responsible for conducting testing as mandated 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.

** 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																								
	Dau 2	BaseMW																								
	Day 3	BaseMW																								
	Day 1	Max Capability																								
	Dau 2	Max Capability																								
	Day 3	Max Capability																								
	Day 1	Min Capability																								
	Dau 2	Min Capability																								
	Day 3	Min Capability																								
	Day 1	Min Capability																								
	Dau 2	Min Capability																								
	Day 3	Min Capability																								

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

Date For Notice: _____

Supplier: _____

Name of Suppliers Representative: _____

Buyer: Sierra Pacific Power Company

Contact Info: Supplier Address here
City, State, Zip here
123-456-7890

Hour	Net Availability From Plant MWh	Total Derating MWh	Plant Total MWh	Cause and Time of Derating
1:00	0	0	0	
2:00	0	0	0	
3:00	0	0	0	
4:00	0	0	0	
5:00	0	0	0	
6:00	0	0	0	
7:00	0	0	0	
8:00	0	0	0	
9:00	0	0	0	
10:00	0	0	0	
11:00	0	0	0	
12:00	0	0	0	
13:00	0	0	0	
14:00	0	0	0	
15:00	0	0	0	
16:00	0	0	0	
17:00	0	0	0	
18:00	0	0	0	
19:00	0	0	0	
20:00	0	0	0	
21:00	0	0	0	
22:00	0	0	0	
23:00	0	0	0	
0:00	0	0	0	
Total	0	0	0	

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

EXHIBIT 9

BUYER'S REQUIRED REGULATORY APPROVALS

1. PUCN Approval of this Agreement.

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

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification.

2. PUCN Approval of this Agreement.

3. Although obtaining EWG status is not a Supplier Required Regulatory Approval, if Supplier elects to obtain EWG status for the Facility, Supplier shall obtain: (a) a Notice of Self Certification as an EWG, or (b) an order from FERC granting the Facility EWG status.

4. Market-Based-Rate Authority based on Supplier's status as a "public utility" under the Federal Power Act, FERC authorization under section 205 of the Federal Power Act to make sales of electric energy, capacity, and ancillary services from the Facility, if required.

5. Other Supplier Required Regulatory Approvals as may be required.

EXHIBIT 11

TECHNICAL SPECIFICATIONS

Primary Equipment located at Corsac Generating Station 2 to include:

1) Multiple Organic Rankine Cycle ('ORC') units consisting of:
    a. Two (2) turbines per generator
    b. One (1) synchronous WEG or TDPS rated at 57.6 MVA
    c. One (1) air-cooled condenser (ACC) unit per ORC unit
    d. Various heat exchangers (vaporizers, preheaters, recuperators)
    e. Various working fluid pumps and motors

NOTE: these are indicative technical specifications. Technical specifications will be finalized closer to project COD.

EXHIBIT 12

REQUIRED FACILITY DOCUMENTS

1. Documents for Construction:
   a. Construction Contract.

2. Documents for Operations:

   a. Western Renewable Energy Generation Information System (WREGIS), registration submittals, if applicable.[2]
   b. U.S. Energy Information Administration, filing of Forms 860 and 923.[3]
   c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
   d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
   e. Federal Energy Regulatory Commission market-based rate authorization, if required.
   f. This Agreement.
   g. Operating and maintenance agreement.
   h. IA.
   i. Nevada Renewable Energy System certification, if applicable.[4]
   j. Transmission Provider's Permission to Operate.

[2] Buyer and Supplier understand that WREGIS registration occurs after Commercial Operation has been achieved by the Generating Facility. Completion and achievement of WREGIS registration shall not be considered by Buyer for purposes of verifying Supplier's completion of Commercial Operation of the Generating Facility.
[3] Buyer and Supplier understand that filing of Form 923 occurs after Commercial Operation has been achieved by the Generating Facility. Filing of Form 923 shall not be considered by Buyer for purposes of verifying Supplier's completion of Commercial Operation of the Generating Facility.
[4] Buyer and Supplier understand that NVTREC registration occurs after Commercial Operation has been achieved by the Generating Facility. Completion and achievement of NVTREC registration shall not be considered by Buyer for purposes of verifying Supplier's completion of Commercial Operation of the Generating Facility.

EXHIBIT 13

SUPPLY AMOUNT

The Supply Amount(s) shall be the Energy amounts for each Delivery Hour that shall be delivered by Supplier to Buyer, pursuant to this Agreement, as specified by each value in the attached table below. Supplier shall have the right to submit adjustments to the Annual Supply Amount pursuant to Section 3.10.

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
100	Off-Peak	111.0	108.0	105.0	101.0	95.0	88.0	81.0	83.0	92.0	101.0	107.0	112.0
200		111.0	108.0	106.0	102.0	96.0	90.0	82.0	85.0	93.0	103.0	108.0	112.0
300		112.0	109.0	106.0	103.0	98.0	91.0	84.0	87.0	95.0	104.0	108.0	113.0
400		112.0	109.0	107.0	104.0	99.0	93.0	87.0	89.0	96.0	104.0	109.0	113.0
500		112.0	110.0	107.0	105.0	100.0	94.0	88.0	91.0	97.0	105.0	109.0	113.0
600		112.0	110.0	108.0	106.0	106.0	103.0	95.0	94.0	98.0	105.0	110.0	113.0
700	On Peak	113.0	110.0	111.0	112.0	111.0	107.0	101.0	102.0	107.0	108.0	110.0	114.0
800		114.0	110.0	114.0	112.0	110.0	105.0	97.0	102.0	110.0	113.0	114.0	114.0
900		114.0	113.0	114.0	111.0	110.0	102.0	94.0	97.0	105.0	111.0	113.0	115.0
1000		114.0	114.0	113.0	112.0	107.0	99.0	90.0	92.0	100.0	108.0	112.0	114.0
1100		114.0	114.0	113.0	110.0	105.0	96.0	87.0	88.0	95.0	104.0	110.0	114.0
1200		114.0	113.0	112.0	109.0	103.0	93.0	84.0	86.0	92.0	101.0	107.0	114.0
1300		112.0	112.0	110.0	108.0	102.0	92.0	82.0	83.0	91.0	99.0	105.0	112.0
1400		111.0	110.0	108.0	107.0	100.0	91.0	81.0	81.0	90.0	99.0	104.0	112.0
1500		110.0	109.0	108.0	106.0	98.0	89.0	80.0	81.0	89.0	99.0	104.0	111.0
1600		108.0	107.0	108.0	103.0	97.0	87.0	78.0	81.0	88.0	97.0	101.0	108.0
1700		103.0	104.0	105.0	100.0	94.0	86.0	76.0	78.0	85.0	89.0	94.0	103.0
1800		104.0	99.0	96.0	94.0	90.0	83.0	74.0	74.0	76.0	86.0	98.0	106.0
1900		106.0	102.0	96.0	89.0	84.0	77.0	68.0	67.0	77.0	91.0	101.0	108.0
2000		108.0	104.0	99.0	94.0	86.0	75.0	67.0	72.0	83.0	94.0	103.0	109.0
2100		109.0	105.0	101.0	96.0	89.0	81.0	72.0	77.0	86.0	97.0	104.0	110.0
2200		109.0	106.0	102.0	98.0	91.0	84.0	77.0	80.0	88.0	98.0	105.0	110.0
2300	Off-Peak	110.0	107.0	103.0	99.0	93.0	85.0	78.0	81.0	89.0	99.0	106.0	111.0
2400		110.0	107.0	104.0	100.0	94.0	86.0	79.0	82.0	90.0	100.0	107.0	112.0
Daily Supply Amount [MWh]		2,653.0	2,600.0	2,556.0	2,481.0	2,358.0	2,177.0	1,982.0	2,033.0	2,212.0	2,415.0	2,549.0	2,673.0
Daily On-Peak Supply Amount [MWh]		1,763.0	1,732.0	1,710.0	1,661.0	1,577.0	1,447.0	1,308.0	1,341.0	1,462.0	1,594.0	1,685.0	1,774.0
Monthly Supply Amount [MWh]		82,243.0	72,800.0	79,236.0	74,430.0	73,098.0	65,310.0	61,442.0	63,023.0	66,360.0	74,865.0	76,470.0	82,863.0
Annual Supply Amount [MWh]		872,140.0											
Maximum Amount [MW]		115.0											

EXHIBIT 14

DIAGRAM OF FACILITY

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

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

[To be added]

EXHIBIT 15

OPERATIONS AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE

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

[To be added]

EXHIBIT 16

RESERVED

EXHIBIT 17

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

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

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

Date of Issue: [_____], 20__

Stated Expiration Date: [_____]

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

Stated Amount: USD $[_____]

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

Credit Available With: [_____]

Ladies and Gentlemen:

[*NTD:* To be reviewed by applicable issuing banks]

At the request and for the account of [_____] (the "Applicant"), we hereby establish in favor of Sierra Pacific Power Company ("Beneficiary") for the aggregate amount not to exceed [_____] million United States Dollars ($[_____]), in connection with the Long Term Renewable Power Purchase Agreement dated as of [_____] (as amended, restated, amended and restated or otherwise modified, the "Agreement"), by and between the Applicant and Beneficiary this Irrevocable Standby Letter of Credit no. [_____] (this "Letter of Credit") expiring on [date not earlier than 364 days from issuance] (the "Stated Expiration Date").

We irrevocably authorize you to draw on this Letter of Credit, in accordance with the terms and conditions hereinafter set forth, in any amount up to the full Available Amount (as defined below) available against presentation of a dated drawing request drawn on [***Name of Issuing Bank***] manually signed by a purported authorized representative of a Beneficiary completed in the form of Annex 1 hereto (a "Drawing Request"). Partial drawings and multiple drawings are allowed under this Letter of Credit. Each Drawing Request honored by us shall immediately reduce the amount available to be drawn hereunder by the amount of the payment made in satisfaction of such Drawing Request (each, an "Automatic Reduction").

On any given date, the Stated Amount (as set forth on the first page of this Letter of Credit) minus any Automatic Reductions plus any amounts increased pursuant to the terms and conditions hereto shall be the aggregate amount available hereunder (the "Available Amount").

Drawing Requests and all communications with respect to this Letter of Credit shall be in writing, addressed or presented in person to us at: [***Address of Issuing Bank***], Attn: [_____], referencing this Letter of Credit No. [_____]. In addition, presentation of a Drawing Request may also be made by facsimile transmission to [***Fax number of Issuing Bank***], or such other facsimile number identified by us in a written notice to you. To the extent a Drawing Request is made by facsimile transmission, you must (i) provide telephone notification to us at [***Telephone number of Issuing Bank***] prior to or simultaneously with the sending of such facsimile transmission and (ii) send the original of such Drawing Request to us by overnight courier, at the same address provided above; provided, however, that our receipt of such telephone notice or original documents shall not be a condition to payment hereunder. Presentation of the original of this Letter of Credit shall only be required for any drawing of the entire Available Amount.

If a Drawing Request is presented in compliance with the terms of this Letter of Credit to us at such address or facsimile number by 11:00 a.m., New York City time, on any Business Day (as defined below), payment will be made not later than the close of business, New York City time, on such Business Day and if such Drawing Request is so presented to us after 11:00 a.m., New York City time, on any Business Day, payment will be made on the following Business Day not later than the close of business, New York City time on such following Business Day. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as specified in the Drawing Request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required by Law to remain closed in the State of New York.

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

This Letter of Credit is effective immediately.

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

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

This Letter of Credit is transferable, only in its entirety and not in part, upon presentation to us, at our presentation office specified herein, of a signed transfer certificate in the form of Annex 3 accompanied by this original Letter of Credit and all amendments, if any, in which a Beneficiary irrevocably transfers to its successor or assign all of its rights hereunder, whereupon we will either issue a substitute letter of credit to such successor or assign or endorse such transfer on the reverse of this Letter of Credit. Transfers to designated foreign nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Controls Regulations.

Any voluntary reduction hereunder shall be in the form of Annex 4 hereto.

All banking charges are for the account of the Applicant. All transfer fees are for the account of the Beneficiary.

All Drawing Requests under this Letter of Credit must bear the clause: "Drawn under [***Name of Issuing Bank***], Letter of Credit Number [_____] dated [_____]."

This Letter of Credit shall not be amended except with the written concurrence of [***Name of Issuing Bank***], the Applicant and the Beneficiary.

We hereby engage with you that a Drawing Request drawn strictly in compliance with the terms of this Letter of Credit and any amendments thereto shall be honored.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the courts of the State of New York in the County of New York or of the United States of America in the Southern District of New York. You and we irrevocably submit to the nonexclusive jurisdiction of such courts solely for the purposes of this Letter of Credit. You and we hereby waive to the fullest extent permitted by Law any objection either of us may now or hereafter have to the laying of venue in any such action or proceeding in any such court.

[Name of Issuing Bank]

Authorized signature

ANNEX 1
[Letterhead of a Beneficiary]

Drawn under [insert name of Issuing Bank],
Letter of Credit Number [_____] dated [_____]

DRAWING REQUEST
[Date]

[name and address of Issuing Bank]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of a Beneficiary hereby draws on [insert name of Issuing Bank], Irrevocable Standby Letter of Credit No. [_____] (the "Letter of Credit") dated [_____] issued by you in favor of us. Any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit.

In connection with this drawing, we hereby certify that:

A) This drawing in the amount of US$_____ is being made pursuant to the Letter of Credit;

[Use one or more of the following forms of paragraph B, as applicable, and include in this Drawing Request]

B-1) Beneficiary is authorized to make a drawing under this Letter of Credit in accordance with the terms of the Agreement applicable to Beneficiary.

or

B-2) The Letter of Credit will expire within thirty (30) days of the date of this Drawing Request pursuant to a Notice of Non-Renewal and the Applicant has failed to provide a replacement letter of credit from an acceptable credit provider and satisfying the requirements of the Agreement applicable to Beneficiary;

or

B-3) [insert name of Issuing Bank] has delivered an Early Expiration Notice and such Early Expiration Notice has not been rescinded and the Applicant has not replaced the Letter of Credit;

; and

C) You are directed to make payment of the requested drawing to:

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

[Beneficiary]

By: _____
Name:
Title:

ANNEX 2
NOTICE OF EARLY EXPIRATION
[Date]

[Beneficiary name and address]

Ladies and Gentlemen:

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

This constitutes our notice to you pursuant to the Letter of Credit that the Letter of Credit shall terminate on_____, ____ [*insert a date which is thirty (30) or more days after the date of this notice of early expiration*] (the "Early Expiration Date").

Pursuant to the terms of the Letter of Credit, the Beneficiary is authorized to draw (pursuant to one or more drawings), prior to the Early Expiration Date, on the Letter of Credit in an aggregate amount that does not exceed the then Available Amount (as defined in the Letter of Credit).

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

[ISSUING BANK]

By: _____
Name:
Title:

cc:

[Applicant name and address]

ANNEX 3

REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

[*Name of Issuing Bank*], Date: _____
[*Address*]
[*City, State*]
Attn: Trade Services Department

Re: [*Name of Issuing Bank*], Irrevocable Standby Letter of Credit No. [_____]

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE

_____

ADDRESS OF TRANSFEREE

_____

_____

CITY, STATE/COUNTRY ZIP

_____

(hereinafter, the "transferee") all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such Letter of Credit and all amendments, if any, is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to a minimum of $[____] and maximum of $[_____].

Select one of the following:
____ we enclose a cashier's/certified check
____ we have wired funds to you through _____ bank
____ we authorize you to debit our account # _____ with you, and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

We certify that this transfer request is not in violation of any federal or state laws and further confirm our understanding that the execution of this transfer request by you is subject to compliance with all legal requirements and related procedures implemented by your bank under applicable laws of the United States of America [and the jurisdiction of Issuing Bank].

Very truly yours,
[BENEFICIARY NAME]

_____
Authorized Signature

The signature(s) of _____with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program. Further, pursuant to Section 326 of the USA Patriot Act and the applicable regulations promulgated thereunder, we represent and warrant that the undersigned bank: (i) is subject to a rule implementing the anti-money laundering compliance program requirements of 31 U.S.C. section 5318(h); (ii) is regulated by a Federal functional regulator [as such term is defined in 31 C.F.R. section 103.120(a)(2)]; and (iii) has a Customer Identification Program that fully complies with the requirements of the regulations.

_____
_____
(Signature of Authenticating Bank) (Name of Bank)

_____
_____
(Printed Name/Title) (Date)

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

[Beneficiary name]

By: _____
Name:
Title:

cc:
[insert name and address of Transferee]
[insert name and address of Applicant]

ANNEX 4
VOLUNTARY REDUCTION REQUEST CERTIFICATE
[Date]

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

Ladies and Gentlemen:

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

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

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

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

[Beneficiary name]

By: _____
Name:
Title:

cc:

[Applicant name and address]

EXHIBIT 18

YEARLY PC AMOUNT

Yearly PC Amount for the first Contract Year	[910,804][5] MWh

[5] NTD: Supplier shall provide to Buyer an updated Yearly PC Amount for the first Contract Year, inclusive of Station Usage, by no later than January 2029, which amount shall be subject to Buyer's prior written approval.

EXHIBIT 19

FORM OF LENDERS CONSENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of _____, 20__, is entered into by and among Sierra Pacific Power Company, 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 thereto in the PPA (as hereinafter defined).

WHEREAS, Borrower intends to develop, construct, install, test, own, operate and use an approximately ___ MW electric generating facility located _____, known as the _____ (the "Project").

WHEREAS, In order to partially finance the development, construction, installation, testing, operation and use of the Project, Borrower has entered into that certain [Financing Agreement,] dated as of _____ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Borrower, the financial institutions from time to time parties thereto (collectively, the "Lenders"), and Administrative Agent, pursuant to which, among other things, Lenders have provided 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, NVE 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 (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 the other financing documents referenced or contemplated therein (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 comprising a secured party under the Financing Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

SECTION 1. CONSENT TO ASSIGNMENT

NVE hereby (i) acknowledges the collateral assignment by Borrower pursuant to the Security Agreement, of, among other things all of Borrower's 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 comprising a secured party under the Financing Documents, (ii) consents to the assignment of the PPA pursuant to the Security Agreement, and (iii) 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 in this Consent. 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 this Consent. Borrower hereby directs NVE to, and NVE hereby agrees to and shall, from and after the date hereof, make all payments to be made by NVE to Borrower under the PPA directly to the following bank account:

[INSERT "Revenue Account" under the applicable Depositary Agreement/Accounts Agreement]

Borrower acknowledges and agrees that such payment and deposit into such account shall satisfy and discharge NVE's payment obligations under the PPA without any further action by NVE or the Borrower.

(B) NVE will not, without the prior written consent of Administrative Agent (such consent not to be unreasonably withheld), cancel or terminate the PPA, or consent to or accept any cancellation, termination or suspension thereof by Borrower, except as provided in the PPA and in accordance with subparagraph 1(C) hereof.

(C) NVE agrees to deliver duplicates or copies of all notices of default delivered by NVE under or pursuant to the PPA to Administrative Agent in accordance with the notice provisions of this Consent. NVE may deliver any such notices concurrently with delivery of the notice to Borrower under the PPA. Administrative Agent shall have: (a) the same period of time plus one hundred twenty (120) days to cure the breach or default that Borrower is entitled to under the PPA if such default is the failure to pay amounts to NVE which are due and payable by Borrower under the PPA, except that if NVE does not deliver the default notice to Administrative Agent concurrently with delivery of the notice to Borrower under the PPA, then as to Administrative Agent, the applicable cure period under the PPA shall begin on the date on which the notice is given to Administrative Agent, or (b) the later of the applicable cure period under the PPA or one hundred twenty (120) 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 an additional ninety (90) days. NVE consents to the transfer of Borrower's interest under the PPA to

a Qualified Transferee upon a sale or transfer of the equity interest in Borrower to a third party, or 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 NVE 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 the Administrative Agent, or any nominee of the Administrative Agent that qualifies as 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 Administrative Agent, 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, directly or through a nominee, elects 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, or such nominee shall be limited to such parties' interests in the Project, the Development Security and Operating Security required under the PPA. In the event that the PPA is transferred or conveyed to a Qualified Transferee (that is not a nominee acting for the Administrative Agent) as provided in subparagraph 1(C) above, the recourse of NVE against such Qualified Transferee shall be limited to such Qualified Transferee's interest in the Project, the Development Security and Operating Security required under the PPA, and recourse against the assets of such Qualified Transferee.

(F) 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 (i) assumes the obligations of Borrower under the PPA and (ii) cures 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. Upon such assignment, Administrative Agent and the Lenders and their designees or assignees (including their agents and

employees, but excluding Supplier) shall be released from any further liability thereunder accruing from and after the date of such assignment.

SECTION 2. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

(F) neither NVE nor, to NVE's actual knowledge, any other party to the PPA, is in default of any of its obligations thereunder.

SECTION 3. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile and (c) if otherwise delivered, upon the earlier of receipt or three (3) Business Days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to NVE:

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

If to Administrative Agent:
[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

If to Borrower:
[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

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

SECTION 4. CONFIRMATION, TERMINATION, AMENDMENT AND GOVERNING LAW

NVE agrees to confirm its continuing obligation hereunder in writing upon the reasonable request of Borrower or Administrative Agent (in each case, at the sole cost and expense of Borrower). No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and executed by the parties hereto. This Consent shall be governed by the laws of the State of New York (without giving effect to the principles thereof relating to conflicts of law except Section 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. COUNTERPARTS

This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

SECTION 6. SEVERABILITY

In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

SECTION 7. ACKNOWLEDGMENTS BY BORROWER.

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

SECTION 8. JURY TRIAL WAIVER

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

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

Sierra Pacific Power Company

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
as Administrative Agent for the Lenders

[Borrower]

By: _____
Name: _____
Title: _____

EXHIBIT 20

RESERVED

WORK SITE AGREEMENT

WORK SITE AGREEMENT
CORSAC STATION 2

1. INITIAL PROVISIONS

1.1. This Work Site Agreement ("Agreement") is entered into by **[**Owner/Developer**]** (referred to as "Supplier" in the [Power Purchase Agreement ("PPA") or Build Transfer Agreement ("BTA")] and referred to herein as "Owner"), **[**IBEW Local Unions 1245, 401, 357 and 396**],** ("the Unions")

1.2. The NV Energy [Project Name] (the "Project") will provide [megawatts] MW as a **[**resource type**]** renewable power plant located in **[**Southern/Northern**]** Nevada. This location is known as the "Project Site". The Project is owned by **[**owner**]**. Owner and NV Energy are parties to that certain [PPA/BTA], and this Agreement has been attached to the [PPA/BTA] as Exhibit [_]. Owner will enter into a Contract with an EPC Contractor for the construction of the Project ("EPC Contractor"). It is understood and agreed that all Covered Work on this Project will be performed pursuant to, and will be subject to, this Work Site Agreement. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project pursuant to the 2023 Open Resource Request for Proposals issued by NV Energy on or about January 13, 2023 and that this Agreement applies to the Project as it is finally approved by such entities and agencies. Once a final physical address is secured for this Project Site, they will be incorporated into this Agreement.

1.3. Owner is responsible for the completion of the Project, which will be constructed by Owner's EPC Contractor. It is understood and agreed that Owner's EPC Contractor shall be bound by this Work Site Agreement.

1.4. As provided below, all persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work including, but not limited to, Owner's EPC Contractor and its subcontractors and vendors, (and all of whom are individually and collectively referred to as "Employer" or "Employers") will become subject to this Agreement by executing Attachment A (the "Agreement To Be Bound"). Notwithstanding the foregoing, Owner shall only be deemed an Employer for purposes of this agreement to the extent that Owner's employees perform Covered Work.

1.5. The Unions are labor organizations whose members are construction industry employees. The Unions are party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement in

effect on the date hereof.

1.6. A large labor pool represented by the Unions will be required to execute the electrical work involved in the Project. Owner and Employers wish, and it is the purpose of this Agreement to ensure, that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. The parties also expressly recognize that the Project may be located in extreme weather conditions subject to high or low temperatures. Employers will provide a safe work site and comply with all state and federal requirements related to protection from heat. The Unions will not seek to restrict productivity based on these conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are members of the Unions. For work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or other concerted activity for any reason whatsoever, including payment of liquidated damages for any violation of such prohibition.

1.8. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with Owner and the Employers to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source labor local to the Project Site and to minimize per diem expenses. In addition, the Unions shall not afford preferential status to other jobs in the jurisdiction; to the extent such preference will inhibit the availability of qualified workers for the Project.

1.9. The parties' obligations under this Agreement are subject to and only enforceable should the Owner obtain the PUCN Approval for the Project described in the [PPA/BTA]. If PUCN Approval for the Project is not obtained as outlined in the [PPA/BTA], this Agreement will terminate and the parties will have no liability towards one another.

2. SCOPE OF AGREEMENT

WORK SITE AGREEMENT

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

2.2. IBEW Inside Work Includes:

2.2.1. This Agreement covers the following on-site electrical construction work within the scope of the Union's Master Agreement: handling and installation of electrical and electronic equipment, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls. All of the foregoing work within the scope of this Agreement is referred to as "Covered Work."

2.2.2. IBEW Inside Wire Covered Work also includes all work performed by electrical craft labor that is part of startup and commissioning, including, but not limited to, loop checks and rework and modifications during start-up and commissioning. The Primary Employer, manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct employees performing startup and commissioning, including loop checks and rework and modifications during start-up and commissioning. This related craft work is typically performed as part of a joint effort with these representatives and personnel. After a system or subsystem becomes operational and upon acceptance by the Primary Employer, Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions. Nothing set forth in this Section 2.1.2 shall be construed as prohibiting or limiting permanent operating personnel, who are not members of the Unions, from operating systems prior to Covered Work being completed, or industry standard work performed by a manufacturer or vendor or its representatives to satisfy its guarantee or warranty prior to startup of a piece of equipment.

2.2.3. The handling following delivery to the Project Site and installation at the Project Site of any and all components of any electrical energy storage systems including but not limited to: battery Packs, racks, equipment and associated wiring, off loading of containerized or individual batteries, including but not limited to hoisting, handling, placement, installation, stacking, rack assembly, setting, welding, connections of all Megapacks, transformers, inverters including power cables, grounding and bonding, installation and testing of all monitoring and maintaining equipment, electrical safety components, electrically activated fire and smoke detection and protection devices, power and data cables, conduit below and above ground, AC and DC connections, start up and commissioning of all equipment, and clean up of electrical

materials.

2.3. IBEW Outside Line Work includes all construction of transmission and distribution lines, outside substations, switchyards, and sub-station or switchyard related ground grids. To the extent there is additional work needed by Employer on the Project that is outside of the above language, but covered within the scope of work for the IBEW Outside Line Construction Agreement, [IBEW Local 357/396/401/1245 and the Employer agree to meet and confer to determine if that work can be covered by IBEW Local 357/396/401/1245].

2.4. Covered Work shall not include any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors, or work performed by employees of NV Energy.

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

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

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

2.8. Notwithstanding anything to the contrary, Covered Work does not include operations or maintenance work. Futher, Covered Work does not include:

2.8.1. Any engineering, design or procurement for the Project;

2.8.2. Any non-construction specialty services, such as technical representatives from equipment or design suppliers and project management personnel;

2.8.3. Any installation of highly technical equipment, such as Supervisory Control and Data Acquisition ("SCADA") components and housing of SCADA systems, control devices, computers or servers, provided that all raceways and wire trays, and all

electrical cabling and termination, including fiber optic cabling for such systems, is Covered Work and not subject to this exception;

2.8.4. All work of non-manual employees, including, but not limited to, superintendents, supervisors and assistant supervisors, staff engineers or designers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, security and safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, environmental compliance, executive and management employees or other employees not covered by the Master Agreement of one of the Unions;

2.8.5. Work done by a manufacturer or its representatives to satisfy its guarantee or warranty obligations after temporary certificate of occupancy or functioning turnover.

3. SUBCONTRACTING

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

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

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of Owner, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Owner and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the

Master Agreement. If any Employer fails to provide the Union with the Agreement To Be Bound executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

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

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

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

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

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

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

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

4.7. There will be no pyramiding of overtime rates.

4.8. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no

circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the Master Agreement not to exceed double the straight time rate of pay, Work on Labor Day requires the prior approval of the Business Manager of the applicable Union. The listed holidays may be modified by mutual agreement of the Primary Employer and the Unions.

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

5. UNION RECOGNITION AND REFERRAL

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

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

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

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

5.5. NV Energy has always stressed the importance of local hiring on any construction project. Local hiring brings a sense of community to the initiative and supports the local economy in which it is doing business. In continuance of that initiative, the parties agree that hiring will be from the Unions books for the geographic area.

5.6. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.7. Employers performing work under Section 2.2 (IBEW Inside Work) may utilize the workmen dispatched from the Helper Books described in Attachment C. These workmen may be used for all work involving installation of Generating Panels including material distribution and removal of waste from within the arrays. Installation Crews shall be setup in teams of 1 Foreman, 3 Apprentices, and 3 Helpers. Material Distribution Crews shall have at least 1 (JW) foreman and any combination of Apprentices, Helpers, and Material Expediters not exceeding a crew size of 16 workmen. Once the Generating Panels are installed, any further work downstream of this identified work will be performed by either Apprentices or Journeymen as per the Master Agreement. In accordance with Section 4.28 of the Master Agreement, a foreman is required on any job with (3) or more workmen and may supervise up to (15) workmen including himself/herself.

5.7.1. If there are insufficient apprentices available, an Employer performing work under Section 2.2 (IBEW Inside Work) may utilize the workmen dispatched from the Helper Books with the consent of the IBEW.

6. STRIKES AND LOCKOUTS

6.1. During the term of this Agreement, the Unions, agree that they shall not (and that it shall not cause its agents, representatives and employees) to incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Unions, and/or any of their agents, representatives or employees, in addition to the Liquidated Damages for violation of Section 1.5 and/or 6.1 of this Agreement.

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

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

6.4. Neither Owner nor any other Employer shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by any Employer for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Owner or any Employer to terminate or suspend work on the Project Site or any portion thereof for any reason other than a labor dispute.

6.5. Notwithstanding the provisions of Section 6.1, it is agreed that the Unions retain the right to withhold the services of its members from a particular Employer who fails to make timely payments to the Unions benefit plans, or fails to timely pay its weekly payroll, in accordance with the Master Agreement; provided, in the event the Unions or any of its members withholds their services from such Employer, Owner or the applicable Employer shall have the right to replace such Employer with any other Employer who executes the Agreement To Be Bound. The Unions shall not withhold the services of its members under this provision without first giving Owner and the individual Employer alleged to be delinquent in its payments at least five (5) business days' notice, in the case of payroll delinquencies, and ten (10) business days' notice, in the case of benefit fund delinquencies, and an opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

7. GRIEVANCE PROCEDURE

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

7.2. Owner and any Employer, as well as the Unions, may bring forth grievances under this Article.

7.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

7.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by Owner (or the applicable Employer) and the Union, and then, if not resolved within five (5)

working days of written notice unless extended by mutual consent, commence at Step 4.

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

7.6. Step 2. In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days after notice to the Union, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be mailed/e-mailed to Owner and the applicable Employer.

7.7. Step 3. In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Manager of Labor Relations of the Contractor or the Manager's designated representative and Owner (or the applicable Employer) as for discussion and resolution.

7.8. Step 4. If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to Owner and the applicable Employer. Should the parties be unable to mutually agree on the selection of an arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Owner (or the applicable Employer) shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

7.9. The selected arbitrator ("Arbitrator") shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

7.10. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on Owner and the applicable Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement. No arbitration decision or award under this Article may provide retroactive relief of any kind exceeding fifteen (15) calendar days prior to the date the

grievance was first initiated at Step 1.

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

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

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

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

7.15. For purposes of e-mailed copies of grievances to Owner, they can be sent to the following e-mail address: [_____@_____]

8. MANAGEMENT RIGHTS

8.1. Except as expressly limited by the specific provisions of this Agreement, the Employers retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the number assigned to any specific work, the promotion, transfer, layoff of employees; the discipline or discharge of employees; the type of equipment to be used, the assignment and schedule of work; the promulgation of reasonable Project work rules; safety rules, drug and alcohol policies pursuant to Section 10.9 and the requirement, timing and number of employees to be utilized for Covered Work. Except as provided in the Master Agreement, no rules, customs, or practices which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically covered by this Agreement.

8.2. There shall be no limitations or restriction upon Owner's choice of materials, techniques, methods, technology or design, or, regardless of source (including but not limited to country source of origin) or location, upon the use and installation of equipment, machinery, package units, pre-cast, prefabricated, prefinished, or

preassembled materials of any kind, tools, or other labor-saving devices. The Union agrees that such material and equipment is to be installed without incident.

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

8.4. All construction equipment assigned by an Employer to the Project shall be under the control of Owner. Owner shall have the right to determine how many pieces of construction equipment an individual shall operate.

8.5. Owner retains the right to deny access to the Project to any employee on the basis of violating Owner's safety processes and procedures.

9. SUCCESSORSHIP AND SURVIVABILITY

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

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

9.3. Upon execution and delivery of an agreement assuming all the obligations of this Agreement and determination by the Unions that the successor is financially responsible, Owner shall be released from liability for the payment of liquidated damages under this Article 9 and shall have no liability for any breach of this Agreement by a successor employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of its' reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of Owner under this Agreement, including any obligation to pay liquidated damages under this Article 9.

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

10. GENERAL PROVISIONS

10.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or

unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers and the Union shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

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

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

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

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

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

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

10.8. This Agreement may be executed in counterparts.

10.9. The parties recognize that Owner strongly supports a drug free work environment on each of its projects. To that end, the parties agree that Owner's drug testing policies shall be applied to the Project by each Employer on the site. Specifically, that policy includes pre-employment drug testing prior to starting work on the site, random drug testing on the worksite once employed and drug testing following any industrial accident resulting in an injury or any damage to Employer or Owner property. Should Owner require a pre-employment drug test of the employee(s) of the signatory Employer as noted above, and the employee(s) (through the signatory Employer) will

be paid (1) hour show up pay if he successfully passes the pre-employment drug test. Should an employee(s) initial test be deemed inconclusive and require further testing that employee(s) shall be paid (2) hour waiting time per day upon successfully passing the pre-employment drug testing. This pay provision shall only apply to pre-employment drug tests.

10.10. Zone Pay -- the parties reiterate their agreement that the provisions of the Inside Construction Master Agreement, Section 4.38 and 4.39 shall not apply throughout the term of the Project and that no zone pay shall be payable when workers are ordered to report directly to a jobsite. Any other references to Zone Pay in the Inside Construction Master Agreement shall not apply.

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

To Owner:	To the Unions:
[Name]	[Name]
[Title]	[Title]
[Company]	[Company]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]
[Email]	[Email]
[Phone]	[Phone]

With a copy to:

[Name]	[Name]
[Title]	[Title]
NV Energy	[IBEW Local 357/396/401/1245]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]
[Email]	[Email]
[Phone]	[Phone]

11. TERM OF AGREEMENT

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

pursuant to Article 2.

SIGNATURE PAGE FOLLOWS

EXHIBIT 21

WORK SITE AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of [insert date].

[Owner Company]

By: [Name]
Its: [Title]

[IBEW LOCAL 357]

By: [Name]
Its: [Title]

[IBEW LOCAL 396]

By: [Name]
Its: [Title]

[IBEW LOCAL 401]

By: [Name]
Its: [Title]

[IBEW LOCAL 1245]

By: [Name]
Its: [Title]

EXHIBIT 21

WORK SITE AGREEMENT
ATTACHMENT A
AGREEMENT TO BE BOUND

[PROJECT NAME]

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title) _____

_____

(Address) _____

EXHIBIT 21

WORK SITE AGREEMENT

ATTACHMENT B
SCHEDULE OF LIQUIDATED DAMAGES FOR BOTH PARTIES

WORK SITE AGREEMENT
[PROJECT NAME]

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

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

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

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

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

3. The liability of the Owner, any Employer and/or the Union under this Agreement shall be several and not joint. Neither the Owner, nor any Contractor shall be liable for any violations of this Agreement by any other Contractor or party; and the Union shall not be liable for any violations of this Agreement by any other Union or party.

4. In no event shall Owner or Unions' liability for violation of this Agreement exceed $1,000,000 (one million dollars).

EXHIBIT 21

WORK SITE AGREEMENT

ATTACHMENT C

IBEW 357 NV Energy [Project Name] Project Helper Rates

	Check	H&W	DFW	B-Plan	JATC	LMCC*	NLMCC	NEBF 3%	CAF 0.2%	Total
Helper						$	$	$	$	

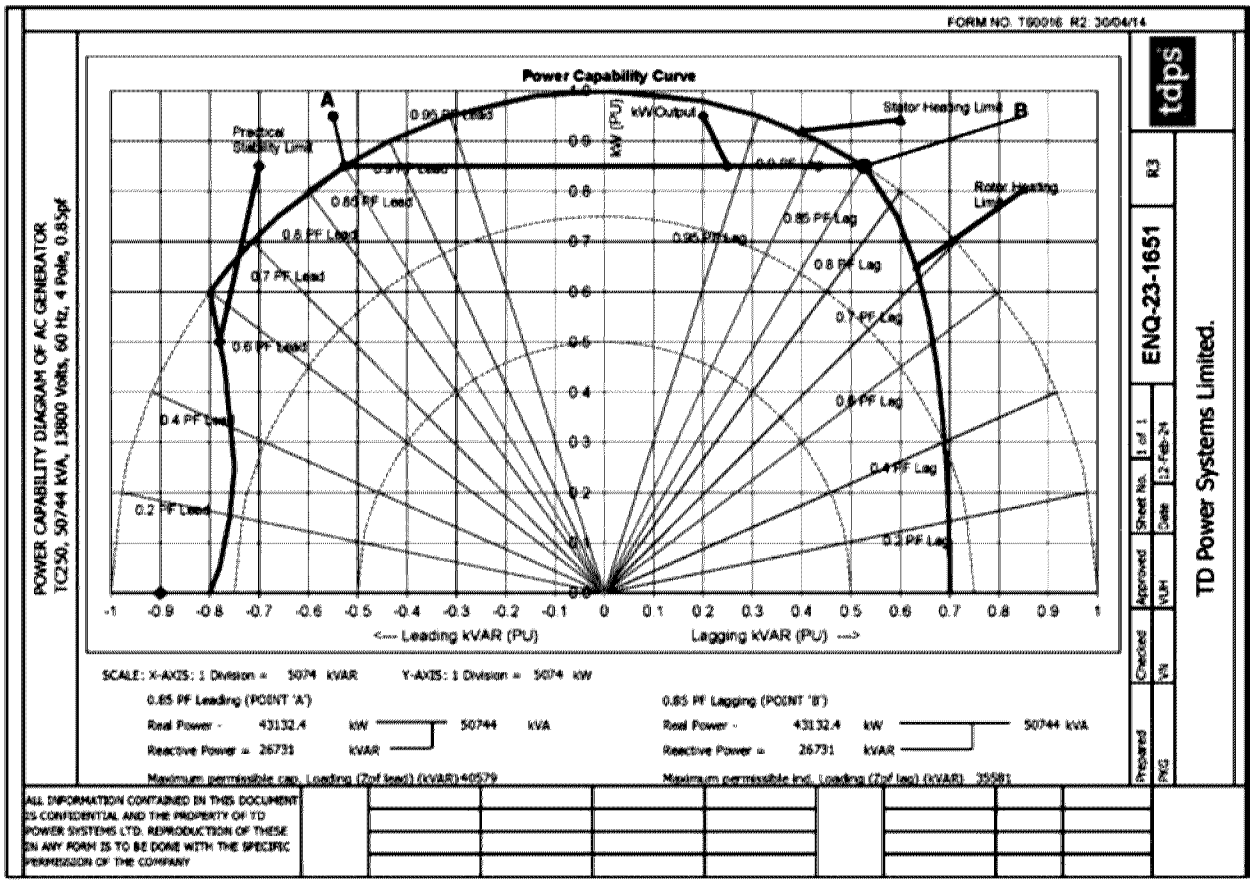
* LMCC is a total of [$]: [$] contribution from the contractor and [$] deduction from the employees' wages.

Wages and Benefits are for workers dispatched from the Helper Books for the NV Energy [Project Name].

EXHIBIT 22

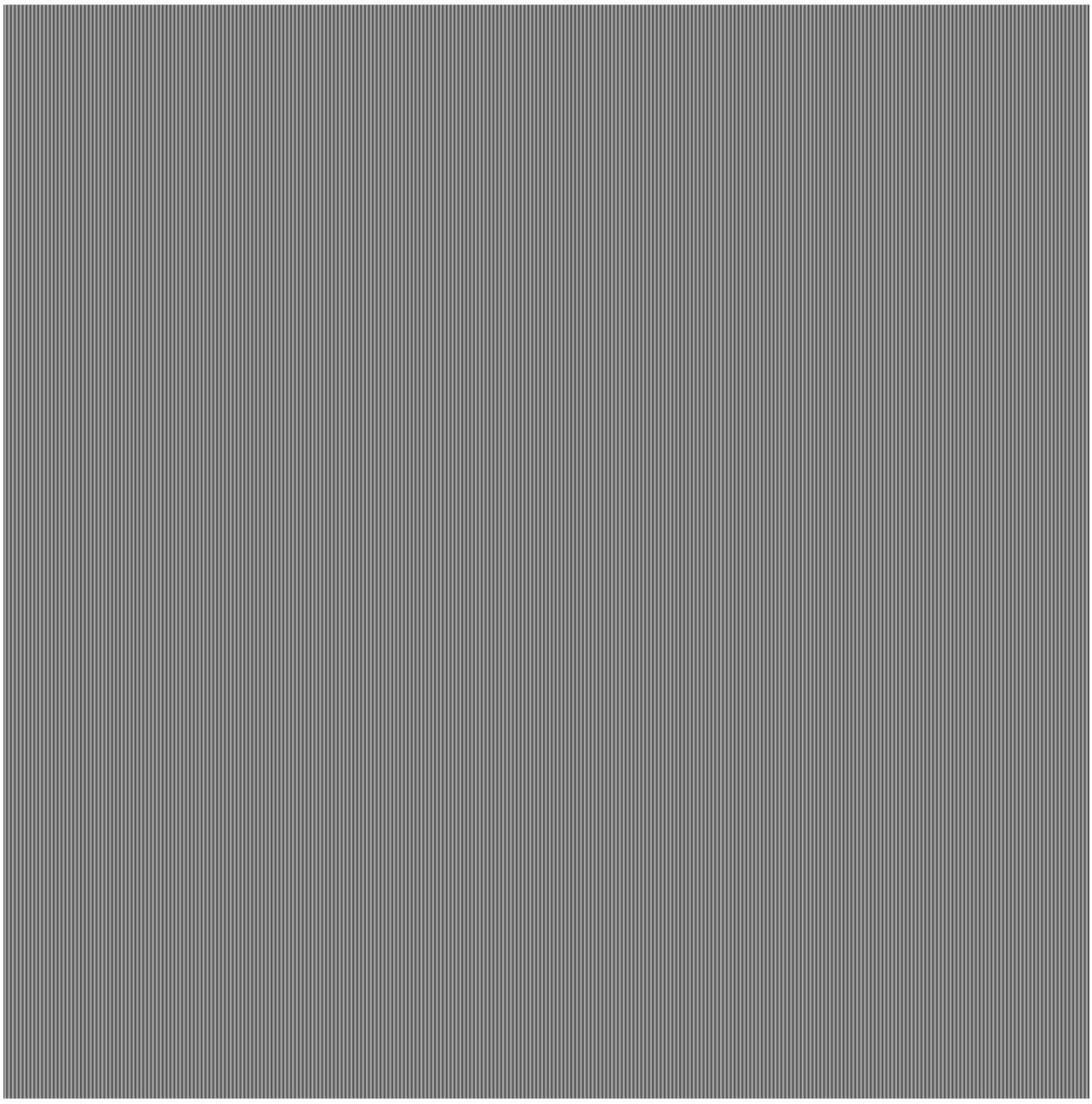
REACTIVE CAPABILITY CURVES

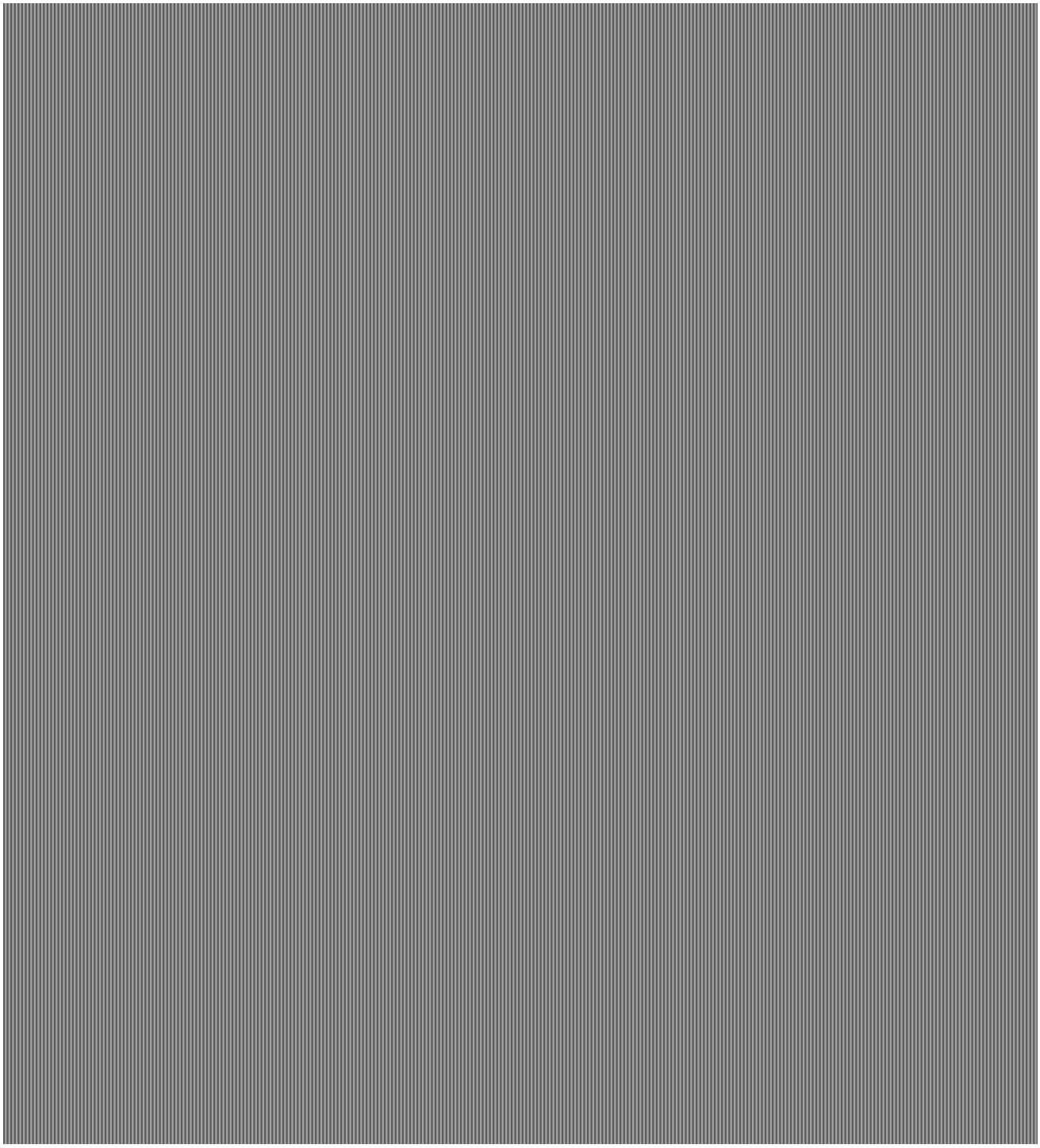
Below is a representative capability curve for a generator used at a similar project.

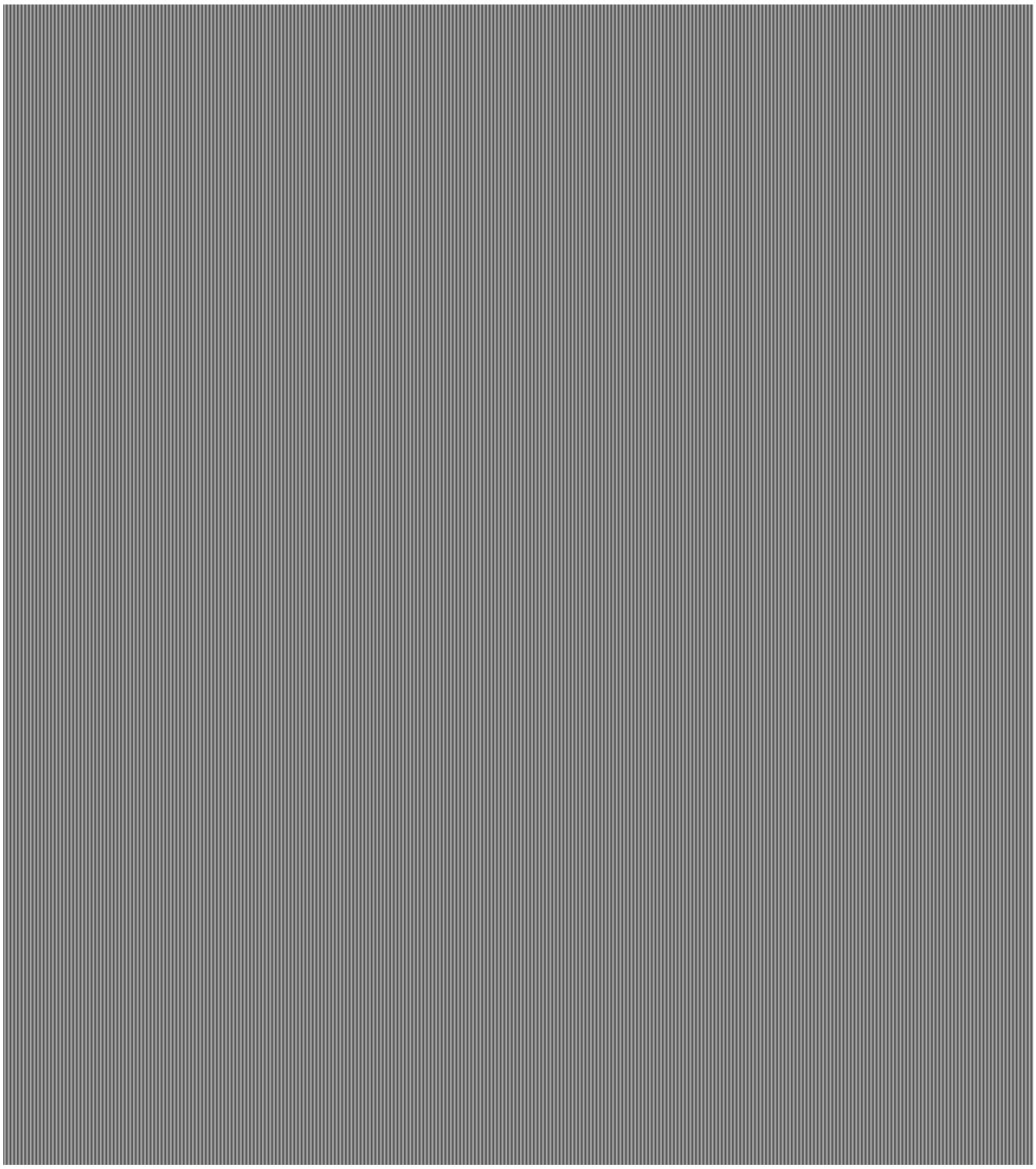


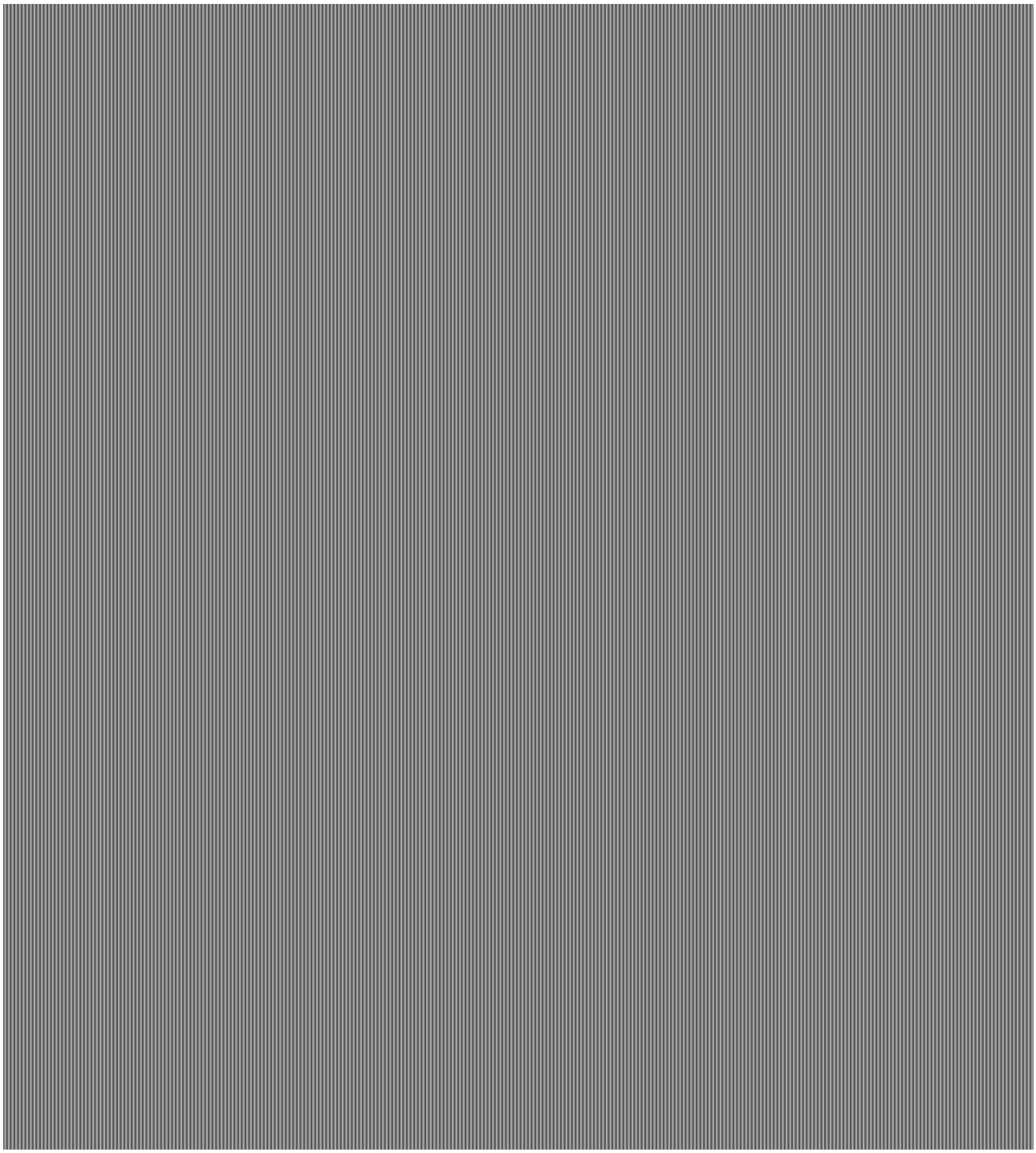
REDACTED PUBLIC VERSION
EXHIBIT 23

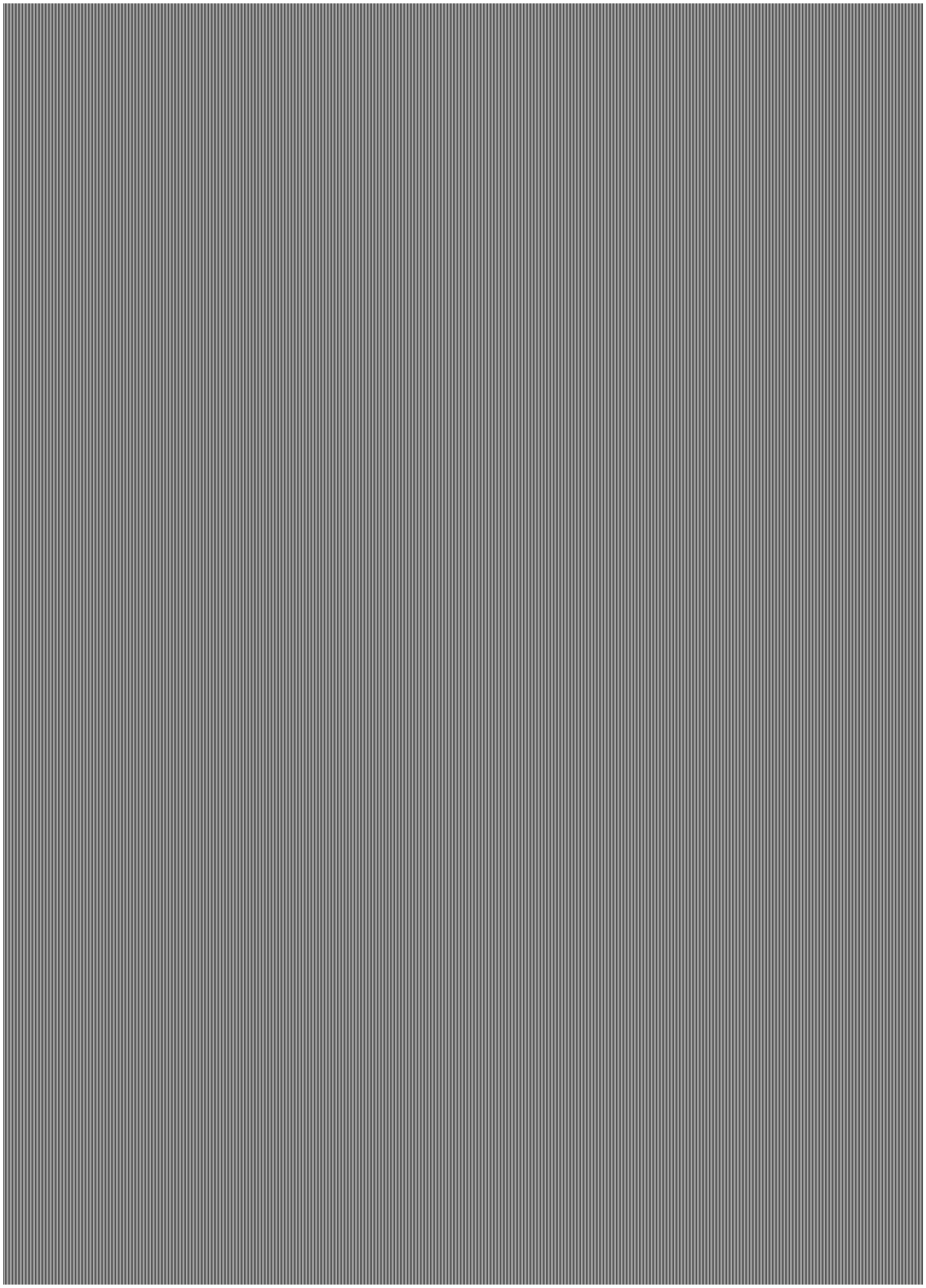
APPROVED VENDORS LIST

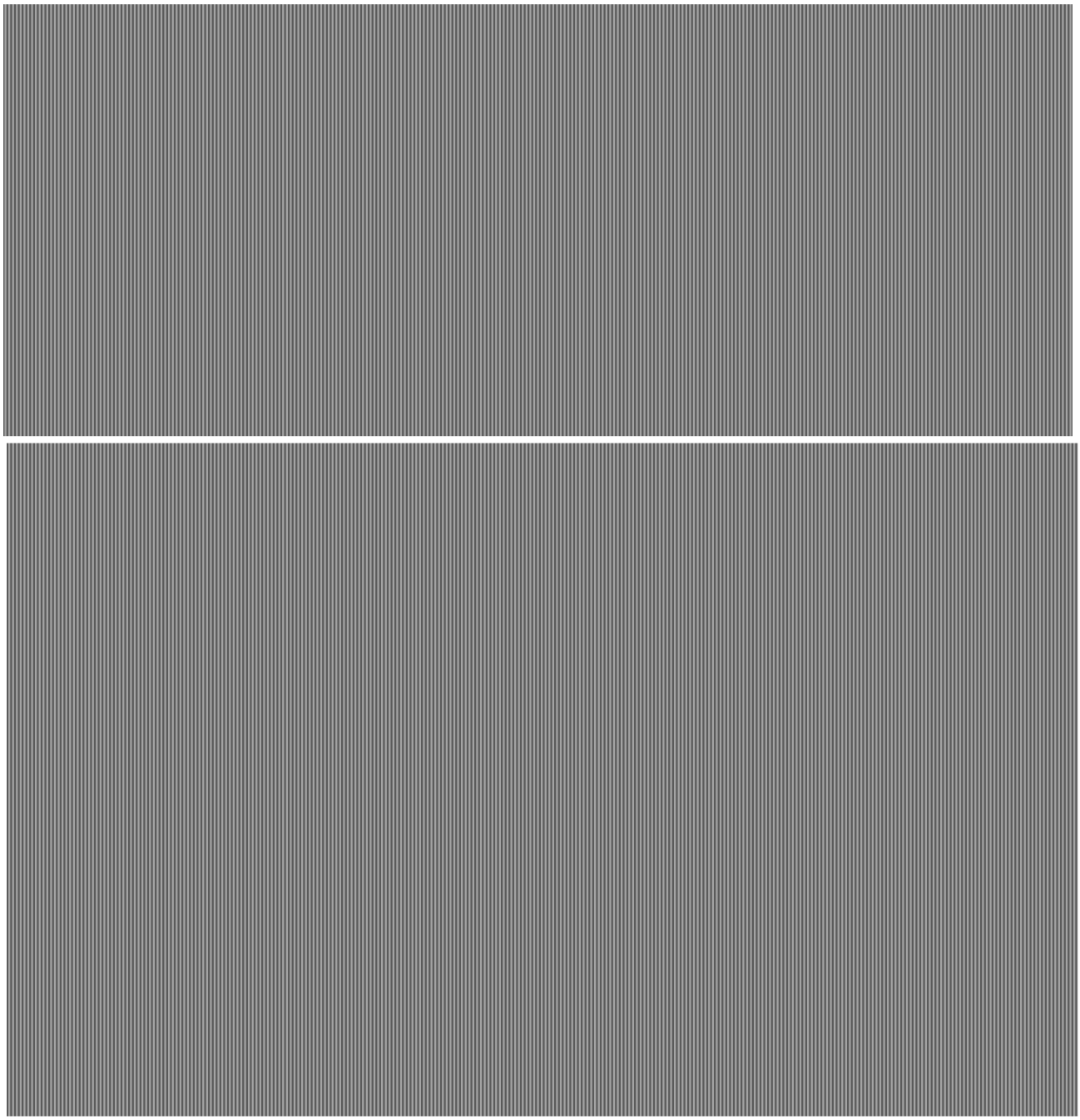












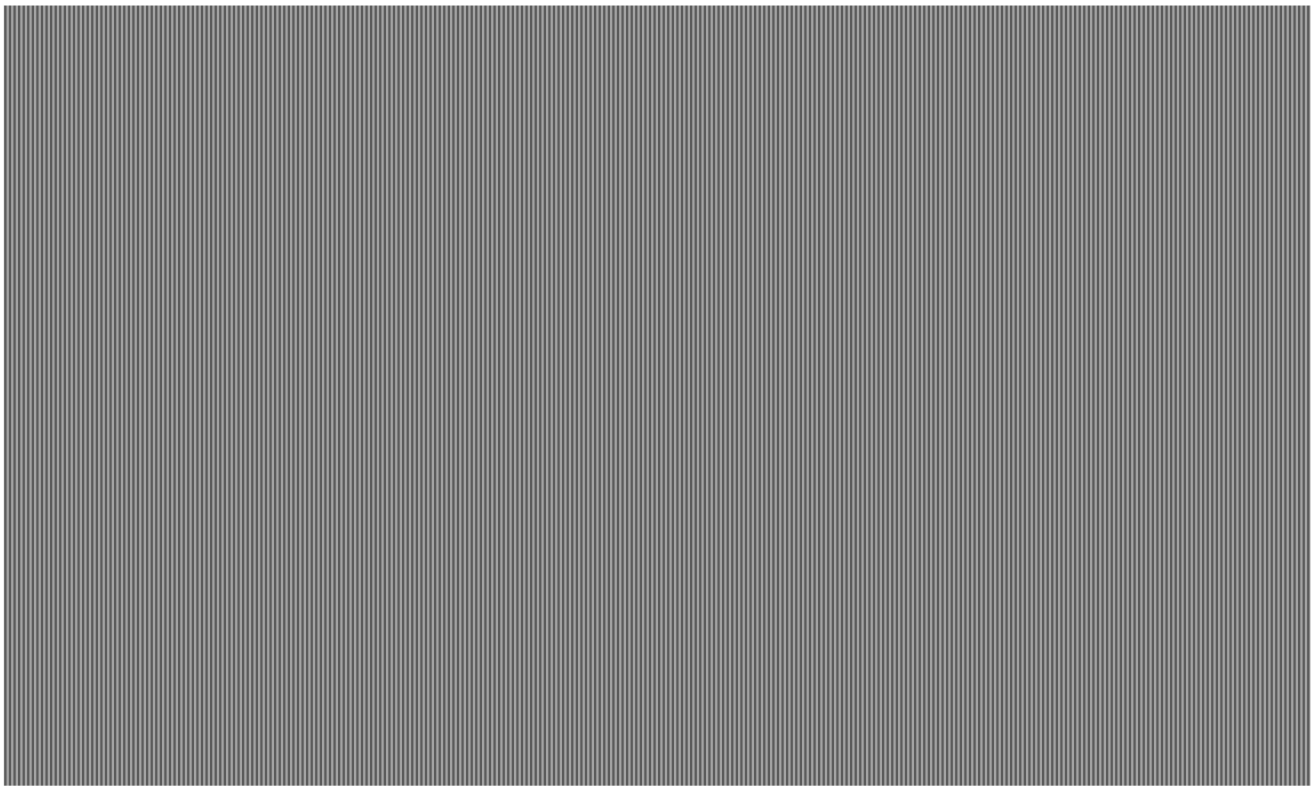


EXHIBIT 24

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@brkenergy.com; and

1.5.1.2. Provide Buyer with the name, phone number, and email for the Supplier personnel who shall serve as Supplier's primary security contact and shall be available to assist Buyer with Security Incident management, response, and recovery associated with the Security Incident.

1.5.2. Immediately following Supplier's notification to Buyer of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Supplier agrees to coordinate with Buyer in Buyer's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Buyer.

1.5.3. Supplier shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Supplier's expense in accordance with applicable privacy laws, regulations, and standards. Supplier shall reimburse Buyer for actual reasonable costs incurred by Buyer in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

1.5.4. Supplier shall fully cooperate at its own expense with Buyer in any litigation or other formal action deemed reasonably necessary by Buyer to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

1.5.5. Supplier acknowledges that any breach of Supplier's obligations set forth in this Article may cause Buyer substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Buyer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Buyer may be entitled at law or in equity. Such remedies shall not be deemed to be

exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

1.6. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

In addition to any other obligations that arise on termination or expiration of this Agreement, the Parties agree that, on any expiration or termination of this Agreement, upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request, regardless of the circumstance:

1.6.1. Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and

1.6.1.1. If Supplier has access to Buyer facilities or systems, Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and

1.6.1.2. If Supplier has Buyer Data, Supplier shall return any Buyer Data that is in its care, custody or control to Buyer in the format requested by Buyer and Supplier shall, within 14 days of receiving Buyer's written confirmation that it can read the Data provided by Supplier, (1) permanently delete any copies of the Data in Supplier's care, custody or control and (2) send Buyer written confirmation that data has been deleted.

1.6.1.3. If Supplier has Buyer hardware or removable media, Supplier will return to Buyer all hardware and removable media provided by Buyer that contains Buyer Data. Buyer Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Buyer. If the hardware or removable media containing Buyer Data is owned by Supplier or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Buyer security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request. Supplier's destruction or erasure of Buyer Data pursuant to this Exhibit must be in compliance with NIST or ISO Standards.

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.

REN-6-CS2(b)

CONFIDENTIAL
FILED UNDER SEAL

REN-6-CS2(c)

TECHNICAL APPENDIX REN-6-CS(c)

Summary of Nevada Administrative Codes applicable to Corsac Generating Station 2 Geothermal Project.

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 $107.69 /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 Geothermal power plant.

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. The Corsac Generating Station 2 LLC PPA was executed as a result of a bilateral Energy Supply Agreement ("ESA") with Callisto Energy LLC .

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 contact is $107/MWh with no escalation for the 15-year term of the contract.

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

The technology that the Corsac Generating Station 2 geothermal project utilizes creates near zero air emissions. When compared to a modern gas-fired combined cycle unit, the emissions avoided are shown in the table below.

Avoided Air Emissions [tons][1a]					
Project	**SO2**	**CO**	**VOC**	**NOX**	**PM**
Corsac GS2 Geothermal	0.93	4.38	0.88	17.37	4.32
1 Avoided Emissions derived from average heat rate for a state of the art combined cycle unit. This is a conservative assumption as avoided emissions are likely to be from higher heat rate market purchases or from older, less efficient units.					

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

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

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

- *Corsac Generating Station 2 LLC estimates that the Corsac geothermal project will provide more than 1,114 construction jobs over a 2-year construction period, a permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 36 positions at an average annual salary of $106,801, for an estimated annual payroll of $3,844,839 and a total payroll of approximately $66.5 million over the 15-year term of the PPA.*
- *Overall, based on information provided by Corsac Generating Station 2 LLC, the Companies estimate that the total investment in Nevada's economy directly associated with the Corsac geothermal project will be more than $307 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.

Supplier estimates that the total investment in Nevada's economy directly associated with the Corsac geothermal project will be more than $307 million

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

Enhanced Geothermal System ("EGS") project is a one-of-a-kind for Nevada's renewable energy portfolio. Commission approval of the PPA will increase the diversity of energy sources used to generate electricity 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.

Corsac Generating Station 2 LLC is a wholly owned subsidiary of Fervo Energy Co. who is a new energy supplier in the State of Nevada. Corsac Generating Station 2 LLC will be the first major development by Fervo in Nevada.

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.

Callisto Energy LLC will incur all costs of the Corsac Generating Station 2 project including the cost to serve if there is excess production over Callisto Energy LLC's load. NV Energy customers will pay the Short-Term Avoided Costs ("STAC") for the excess production, and Callisto Energy LLC will pay the difference between the resource price and the STAC. NV Energy also has an option to purchase renewable portfolio credits associated with any excess production. The price is therefore known through the terms 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 January 31,2030.

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

The agreement calls for Sierra Pacific Power Company ("SPPC") to take delivery of the net energy, including any excess energy, 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. SPPC has no obligation to pay for such curtailed product. The agreement permits SPPC the flexibility to economically curtail the facility. Excess energy that exceeds one hundred ten percent (110%) of the adjusted annual supply amount, shall be paid for at the test product rate of $61.50 per MWh SPPC has no obligation to pay for generation in excess of the maximum amount of 115 MW.

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 project substation will include a Generation Step-up Transformer ("GSU"), where transmission to the utility is provided by an overhead 345 kV gen-tie line from the project site to the Valmy-East Tracy #2 345kV line, located approximately 19 miles from the project site. The project has an executed Large Generator Interconnection Agreement ("LGIA"). 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 not lower than the long-term avoided costs in any contract year.

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.

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

The term of the PPA is 15 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 near Fernley, Nevada in Churchill County

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

The project uses CORSAC GENERATING STATION 2 LLC 's proprietary drilling technology to create an Enhanced Geothermal System ("EGS") to produce 24/7 base load geothermal energy.

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

The project generates base load 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.

A gen-tie constructed by Corsac Station on the Valmy – East Tracy #2 (Line #3422)

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

Although the Enhanced Geothermal System ("EGS") project is a one-of-a-kind for Nevada's renewable energy portfolio, the operation of this project will be similar to other geothermal power plants.

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

Requirements for ancillary services are not affected by the PPA.

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

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

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

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

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

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

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

The Large Generator Interconnection Agreement for this project has been executed. Network Upgrades identified for this project are at the Valmy-East Tracy #2 (#3422) 345 kV Substation Terminal. The estimated total cost for the Network Upgrades is $2,000,000.00. This project will require transmission provider interconnection facilities, including associated protection, communications, and metering, 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. Excess liability insurance with a minimum limit of Five Million Dollars ($5,000,000) for each occurrence.

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

In the event the project does not meet certain performance requirements, the supplier is obligated to compensate SPPC for shortfalls in energy and PCs. Compensation for an energy shortfall is based upon the difference between the cost of replacement power, as

specified in the PPA, and the PPA price. However, should the cost of replacement power be less than the contract price of power from supplier, the replacement cost will be $0.00. Compensation for a PC shortfall is determined by SPPC exercising its reasonable discretion based on the estimated cost of purchasing PCs.

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

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

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

Corsac Generating Station 2 LLC is the project-specific subsidiary of Fervo Energy Co. who currently has no owned or operated projects in the state of Nevada.

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 Valmy – East Tracy #2 (Line #3422) Substation.

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 large generator interconnection agreement has been executed on Jun 2, 2022 to support the interconnection of the Corsac project.

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

The Corsac Project resource area is composed of 50% private lands and 50% federal lands, in a checkerboard pattern. The project will be built on lands within Churchill County, NV. Corsac Generating Station 2 LLC has secured both private and public geothermal leases within Township 21 North, 27 East; Township 21 North, 28 East; Township 22 North, 28 East, and Township 23 N and 27 East. Corsac Generating Station 2 LLC has acquired consumptive water rights from private owners to allow for the possible future development of the project, though Corsac Generating Station 2 LLC has not established a need for consumptive water rights other than for construction phase.

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.

Applications required from Federal agencies for the development of the Corsac Generating Station 2 project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-6-CS2(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.

Permits necessary for the construction and operation of the Corsac Generating Station 2 LLC project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-3.

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 Corsac Project resource area is composed of 50% private lands and 50% federal lands, in a checkerboard pattern. The project will be built on lands within Churchill County, NV. Corsac Generating Station 2 LLC has secured both private and public geothermal leases within Township 21 North, 27 East; Township 21 North, 28 East; Township 22 North, 28 East, and Township 23 N and 27 East. Corsac Generating Station 2 LLC has acquired consumptive water rights from private owners to allow for the possible future development of the project, though Corsac Generating Station 2 LLC has not established a need for consumptive water rights other than for construction phase.

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

The Company does have 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;

Corsac Generating Station 2 LLC is in Churchill County, Nevada. The project is located on 50% private lands and 50% federal lands, in a checkerboard pattern. It is a 115 MW Enhance Geothermal System power plant. The power purchase

agreement is with Sierra Pacific Power Company for a term of 15-years. The project is anticipated to achieve commercial operation by January 30, 2030. It is expected to generate 872,140 MWh and 910,804 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 is $107/MWh for a term of 15 years.
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 CORSAC GENERATING STATION 2 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 to support the NVE's customer's 100 % renewable energy goals

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.

Corsac Generating Station 2 LLC estimates that the project will provide more than 1,114 construction jobs over a 2-year construction period. After commercial operation on January 30, 2030, the facility is expected to provide 36 permanent jobs with an average annual salary of $106,801, for an estimated annual payroll of $3,844,839 and a total payroll of approximately $66,490,404 over the 15-year term of the PPA. Overall, based on information provided by Corsac Generating Station 2 LLC, the Companies estimate that the total investment in Nevada's economy

directly associated with the Corsac geothermal project will be more than $307 million.

REN-6-CS2(d)

KEY PROVISIONS OF THE CORSAC GENERATING STATION 2 POWER PURCHASE AGREEMENT

PROVISION	GEOTHERMAL
Owner	CORSAC GENERATING STATION 2 LLC
Off Taker	Sierra Pacific Power Company, dba NV Energy
Effective Date	Subject to PUCN Approval, PPA shall become effective on the date the Callisto Energy ESA has been fully executed.
Term	Term shall commence on the Commercial Operation Date and shall continue for 15 Contract Years.
Contract Capacity	115 MW of Geothermal
Expected Commercial Operation	January 31, 2030
Product Description	Geothermal (Enhanced Geothermal System)
Annual Supply Amount	872,140 MWh
Yearly PC Amount (Contract Year 1)	910,804 kPCs
Maximum Amount	115 MWh in any Delivery Hour
Supply Degradation	Annual Supply Amount and Yearly PC Amount each decline by 1% per year.
Pricing	
Product Rate	Geothermal: $107 per MWh, the Geothermal Product Rate
Provisional Rate	The Product Rate for Provisional Energy is Eighty Dollars and Twenty-Five Cents ($80.25) per MWh
Provisional Energy (Defined)	Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to Commercial Operation Date and at the request of Buyer that is provided in amounts of no less than 5 MW up to an aggregate maximum of 115 MW.
Excess Energy Rate	The Product Rate for Excess Energy is Sixty-One Dollars and Fifty Cents ($61.50) per MWh
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 ten percent (110%) 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 ten percent (110%) 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.

Test Product Rate	The Product Rate for Test Energy is Fifty-Three Dollars and Fifty Cents ($53.50) per MWh
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.
Maximum Amount (Rate)	No payment for Delivered Amounts above the Maximum Amount in any Delivery Hour
Energy Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term
Shortfall	With respect to each Measurement Period, the sum of Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.90 and (b) the difference between (i) the Supply Amount for such Measurement Period, minus (ii) the total amount of Energy associated with Excused Product, then a shortfall of Energy shall be deemed to have occurred.
Event of Default due to Shortfall	With respect to each Measurement Period, the sum of Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.80 and (b) the difference between (i) the Supply Amount for such Measurement Period, minus (ii) the total amount of Energy associated with Excused Product, than an Event of Default shall be deemed to have occurred.
Shortfall Amount	Shortfall Amount means, with respect to a Measurement Period, an amount expressed in MWh equal to (a) the applicable Measurement Period Supply Amount minus (b) the total amount of Energy associated with Excused Product Amount (if any) for such Measurement Period, minus (c) the sum of all Delivered Amounts (not including Excess Energy).
Replacement Cost	With respect to a Measurement Period, Replacement Cost is equal to (a) the Shortfall Amount, multiplied by (b) the amount equal to (i) the Buyer's cost to replace the Shortfall Amount (as described in the following sentence) minus (ii) the Product Rate. The Buyer's cost to replace any Shortfall Amount, with respect to each MWh of Shortfall Amount, will equal the Measurement Period Index.
Voltage Support	The Interconnect Agreement (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.
PC Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term
PC Shortfall Amount	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.
PC Replacement Cost	The PC Replacement Costs shall be determined by Buyer exercising its reasonable discretion based on the average PC replacement cost to replace the PC Shortfall Amount from the same resource type with a comparable expiration date 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).
Delay Damages, Deficit Damages	
Daily Delay Damages	Equals to: (a) with respect to the first (1st) through and including the sixtieth (60th) day subsequent to the Commercial Operation Deadline, Two Hundred Thirty-Three Dollars ($233) 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, Four Hundred Sixty-Seven Dollars ($467) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) day through and including the one hundred Eightieth (180th) day after the Commercial Operation Deadline, Seven Hundred Dollars ($700) per MW of Expected Nameplate Capacity Rating per day.

Nameplate Damages	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 or more than the Maximum Amount. Notwithstanding the foregoing, for purposes of achieving the Commercial Operation Date, if the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating but greater than the Required Nameplate Capacity Rating, Supplier shall, for purposes of declaring the Commercial Operation Date, pay the Deficit Damages. Supplier's total liability for Deficit Damages shall not exceed Three Million, Four Hundred Fifty Thousand Dollars ($3,450,000)
Termination Rights	
Force Majeure	Supplier's obligations may be excused by an event of Force Majeure
Callisto Energy ESA	PPA may be terminated by Buyer if ESA is not executed as of the hour ending 2400 on the sixtieth (60th) day after the final, unappealable dispositions of the last condition precedent to the effectiveness of the Callisto Energy ESA, in which event the PPA will be terminated without payment or penalty or liability of any kind to either Party.

REN-7

REN-7 - Cost Comparison of Solar plus Storage RFP bids to PPA pricing

Developer	Project Name	Solar Capacity (MW)	BESS Capacity (MWh)	COD	Solar Price ($/MWh)	Storage Price ($/MW-month	LCOE ($/MWh)
Arevia	Libra	700	2800	12/01/2027	$ 34.97	$ 13,350	$ 93.69
Nextera	Dry Lake East	200	800	12/1/2026	$ 36.78	$ 13,440	$ 101.41
174PG	Boulder Solar 3	127.9	511	6/1/2027	$ 34.60	$ 15,460	$ 84.64
Average price of the 1:1 solar & storage bids in RFP					**$ 39.05**	**$ 12,836**	**$ 102.76**

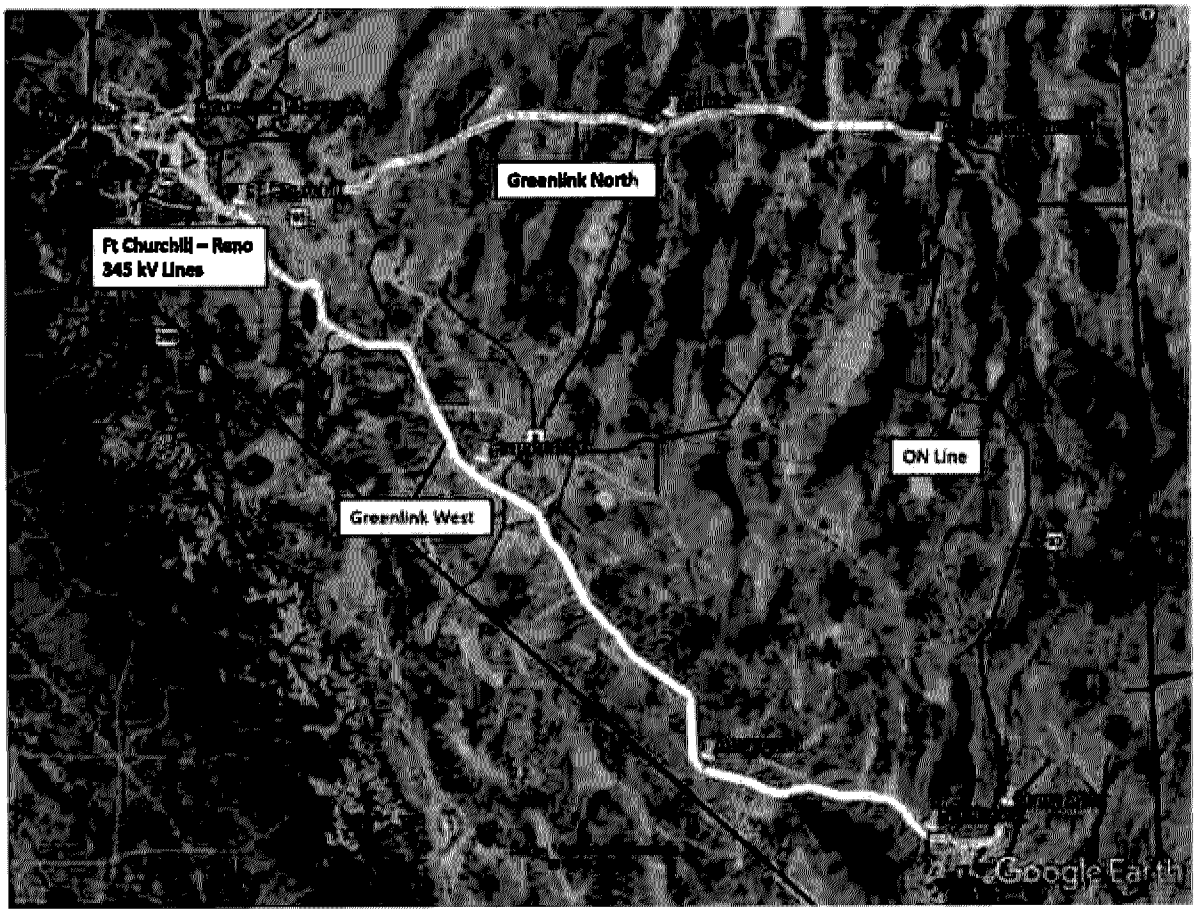
REN-8

CONFIDENTIAL
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TRAN-1

Greenlink Nevada

Revision 1



NVEnergy

April 2024

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Executive Summary

The state of Nevada is facing unprecedented changes in both system growth and resource requirements. Further, the state of Nevada is adopting new policies that favor renewable energy to further carbon reduction objectives. Over the next ten years approximately 4,000 MW of new load growth is currently under contract with Sierra, and Senate Bill 358 ("SB358") increased the renewable portfolio standard ("RPS") to 50 percent by 2030. While the goal of 50 percent by 2030 may be considered aggressive, SB358 also strives for an ultimate goal of reaching net zero carbon for all energy sold in the state by 2050. In order to reach net zero carbon, the amount of energy production from zero carbon dioxide emission resources must be equal to or greater than the total amount of electricity sold by providers of electric service in Nevada.

When SB 358 was signed into law by Governor Sisolak on Earth Day, April 22, 2019, he stated "Today, Nevada sent a message to the country and world that the Silver State is open for business as a renewable leader, and our commitment to growing our clean energy economy transcends party lines."[1] This bill only sets the stage for a long journey towards an ultimate goal.

Shortly after, Nevada Senate Bill 254 ("SB254") was passed into law on June 5, 2019. SB254 adopts the vision of SB358 through action. Specifically, requiring the Nevada State Department of Conservation and Natural Resources ("NDCNR") to submit an annual report that includes a statewide inventory of greenhouse gas emissions and a projection of annual emissions for the next 20 years. While the requirement of this report is clearly to drive the reduction of greenhouse gas emissions in the state, it also provides policies to support that direction. From NV Energy's perspective, the most important policy areas are Integrated Resource Planning and Grid Modernization. These two areas are interdependent and in fact, Grid Modernization is a pre-requisite to accommodate the 30-year resource plan envisioned. NDCNR's report discusses resiliency, flexibility, reliability, and foremost renewable integration. These factors can only be achieved through an interconnected grid that has the ability to share diverse resources over a vast geographic area. It is impossible to meet the goals of the state without strategic transmission infrastructure.

Resource diversity and transmission infrastructure each play a key role in allowing NV Energy to achieve these state policy goals. While Nevada has abundant solar and geothermal resource potential, high quality wind and hydro resources are nearly absent within the state. Further, while battery technology continues to evolve, the zero-carbon analysis by E3 in Docket 20-07023 filing demonstrates that solar and PV energy storage alone cannot accomplish the aggressive renewable goals established for the state. A balance must be created between resource types and the availability of those resources as the sun rises and sets through each day.

[1] State of Nevada (Apr. 22, 2019), http://gov.nv.gov/News/Press/2019/Governor_Sisolak_Signs_Bill_to_Raise_Nevada%E2%80%99s_Renewable_Portfolio_Standard_To_50_By_2030/

The only way to gain access to diverse renewable resources is through an interconnected western grid. Nevada's geographic location provides the opportunity to be a key player in the development of that grid and a key renewable energy provider in the west. At this point, the missing piece is the lack of transmission infrastructure in Nevada. The transmission infrastructure proposed in the Greenlink Nevada plan is the first step to building a foundation for the state to access diverse resources and increase the transfer of energy between Nevada and the developing western grid by reinforcing it with projects such as Ft Churchill – Captain Jack 525 kV line, TransWest Express, SWIP North 525 kV line and Cross-Tie 525 kV. Some of these regional projects in the western grid are already under development and propose connections to the state of Nevada.

In addition to achieving the state's renewable goals, under the Open Access Transmission Tariff ("OATT"), NV Energy has a federal obligation to plan for the electric service to all existing and future network customers. Network customers, which take Network Integration Transmission Service ("NITS") under the OATT, are treated with the same priority as NV Energy's native load and pay for transmission service based on their proportionate share of the total system load. NV Energy's native load is the largest network customer. The import limit in northern Nevada is 1,275 MW and is fully reserved based on 175 MW of Transmission Reliability Margin[2], 600 MW of ON Line allocation for native load and 500 MW of third-party firm reservations. The 500 MW of third-party reservations is forecasted to increase by an additional 681 MW for a total of 1,181 MW within 10 years. Investment in transmission infrastructure is the only possible way to increase the import into northern Nevada to meet this increasing transmission load growth.

NV Energy has analyzed various transmission options with interconnections into northern Nevada. This analysis included system impacts on import, renewable integration, Nevada joint dispatch, relief of congested paths, directly facilitating retirement of conventional generation, ability to serve load, and ability to construct. The results of this analysis identified the need for the Ft. Churchill to Robinson 525 kV line named "Greenlink North" and the Ft. Churchill to Harry Allen 525 kV line named "Greenlink West" as the preferred backbone projects for Nevada. Both of the preferred projects also include 345 kV connections between Ft. Churchill and the major Reno load pockets to accommodate load service and increased import. In addition to connecting the high-capacity transmission resources to the load pockets, the 345 kV ties increase the reliability in the Carson Valley, facilitate the eventual retirement of the Ft. Churchill generators and increase renewable integration capacity into central Nevada. Together, Greenlink North, Greenlink West, Ft Churchill - Comstock Meadows 345 kV line #1 and #2 and Ft Churchill - Mira Loma 345 kV line constitutes the Greenlink Nevada project.

The Greenlink Nevada project was approved by the Commission in Dockets 20-07023 and 21-06001 to address the transmission needs of NV Energy. The Commission approved the construction the projects that make up Greenlink Nevada in two phases. Greenlink West which

[2]Defined under NERC Standard MOD-008-1.

includes Ft. Churchill - Northwest 525 kV line, Harry Allen – Northwest 525 kV line, Ft Churchill - Comstock Meadows 345 kV line #1 and #2 and Ft Churchill - Mira Loma 345 kV line. This project adds 725 MW of additional northern import capacity, increasing the simultaneous import limit to in the north to 2,000 MW. By creating a parallel path to the existing ON Line project among others. It also creates a strong connection between Harry Allen and major northern Nevada load pockets while increasing renewable interconnection integration capability in west central Nevada.

With NV Energy operating as a single balancing authority, the single contingency of ON Line results in the loss of reserve sharing capability, northern system import capacity, joint dispatch savings and northern system stability. Greenlink West eliminates this single contingency impact and creates the essential connections for both the northern and southern systems to become key players in a western interconnected grid. If, or when, a Regional Transmission Organization ("RTO") is established in the West, Nevada's connected grid can further benefit from the capability of sharing resources over a larger geographic footprint, market flexibility and market diversity. Furthermore, this project specifically runs through three untapped Bureau of Land Management ("BLM") defined renewable energy zones in Nevada: Amargosa Valley, Gold Point and Millers. To facilitate access to these renewable energy zones, Greenlink West includes the construction of two collector stations along the route from Ft. Churchill to Northwest substations that provide access for renewable injection. Access to additional solar resources will drive the state towards its long-term vision of becoming a net exporter of energy resulting in economic development, increased tax base in particular for rural Nevada counties, job creation and export revenue.

Greenlink North reinforces the existing ON Line transmission connection between northern and southern Nevada, creating a 525 kV triangular network with ON Line and Greenlink West. In combination with Greenlink West, Greenlink North adds 800 MW to northern Nevada import capacity, increasing the simultaneous import limit in the north to 2,800. Robinson Summit Substation is also considered a strategic future hub in the western interconnected grid due to its location and the currently planned regional transmission projects. Both LS Power's SWIP-North 525 kV project, NV Energy's future ON Line 2 and Trans-Canyon's Cross-Tie 525 kV project propose connection into Robinson Summit Substation. These connections can create access to diverse resources such as photovoltaic, wind and hydro that are not currently available within the state of Nevada, and as discussed in the Zero-Carbon Findings and Analysis completed by E3, are essential resources for NV Energy to meet the state's 2050 net-zero carbon goal envisioned in SB358.

The NV Energy has identified an aggressive permitting and construction schedule for Greenlink Nevada, with a planned in-service date of May 2027 for Greenlink West and an in-service date of December 2028 for Greenlink North. These in-service dates assume federal and local permitting agencies pursue expedited review and approval in order to allow the state to achieve important reliability, economic and clean energy goals.

Greenlink West is the first step toward creating the required increase in import capacity to meet current and future network load growth, but also lays the foundation for future access to diverse resources and the overall networking of the entire Nevada transmission grid within the western region. Specific to Greenlink West, there are several renewable energy developments occurring in the corridor between Harry Allen Substation and Northwest 525 kV Substation. These developments are established, however, the window to access this renewable energy corridor is closing. There is an urgency to begin the permitting of all proposed transmission projects as soon as possible, and to construct Phase I of Greenlink Nevada to meet the needs of network transmission customers.

The overall Greenlink Nevada Project is positive progress towards not only solving northern Nevada's import constraint but prepares the state for the renewable energy development and integration required to meet the states aggressive goals sought in SB 358. Net-zero carbon will not only require substantially more resources than load due to reduced effective load carrying capacities, resulting in more transmission, but also future access to diverse forms of resources such as wind and hydro- diverse resources that can be counted on when solar energy is unavailable. In addition to providing access to diverse resources, the robustness of the transmission grid will increase system reliability and resource flexibility. Not only will the projects facilitate the retirement of existing fossil fuel generation at Ft. Churchill Generating Station and other locations, but they will also increase the overall reliability in the Carson Valley and Reno load pockets. In particular, the increased resource flexibility will support the reduction of energy rates to NV Energy's customers.

While increased transmission increases import capacity, in turn, it increases export capacity as well. With vast access to solar resources across Nevada, the state will have the opportunity to harness this energy as a net exporter to the western grid, a benefit that is currently hindered by limited transmission access to renewable development.

While the construction alone of Greenlink Nevada will create substantial jobs and opportunities in Nevada, this transmission infrastructure will encourage even further economic opportunity. With the results of each generator interconnection request and associated transmission system upgrades, renewable developers are finding that the northern Nevada system is nearly out of transmission capacity. The proposed approach of preparing the system for renewable integration, as opposed to forcing resources and developers to drive transmission improvements, will fortify economic development within the state. Having the capability to absorb, transfer and serve high levels of renewables will add to the attraction of Nevada and get the attention of large companies and employers looking to locate to the Silver State.

Greenlink Nevada is NV Energy's strategic and comprehensive approach to accommodating existing and future transmission network customers, increasing transmission systems reliability, creating access to diversified renewable resources, facilitating development of existing designated solar energy zones, facilitating conventional generation retirement, curtail the need to run existing conventional generation and achieving Nevada's renewable portfolio standard.

Transmission Options Analyzed

In Docket 20-07023 NV Energy analyzed several transmission options for increasing capacity into northern Nevada. Due to the increase in cost to construct the Greenlink Nevada Transmission project, NV Energy has reevaluated these transmission options to determine if any of these options could provide the necessary transmission capacity at a lower cost. While Nevada has the advantage being geographically centered within the western grid and adjacent to California's nearly 50,000 MW load, a major disadvantage is the amount of BLM land, terrain, and vastness of the region. Any transmission line constructed to connect outside of northern Nevada will be at minimum 200 miles long and is guaranteed to pass through substantial BLM land. Connections to northern California, Idaho, Oregon, and Utah were analyzed as well as increased connections between southern and northern Nevada.

Several options included connections at Ft. Churchill substation which acts as a centralized hub for the major transmission interconnection as well as accommodates additional connections to the major load pockets in the Reno and Tracy area. All options that included Ft. Churchill assumed 345 kV transmission from Ft. Churchill to Mira Loma and Ft. Churchill to Comstock Meadows. Figure 1 displays the options reviewed.

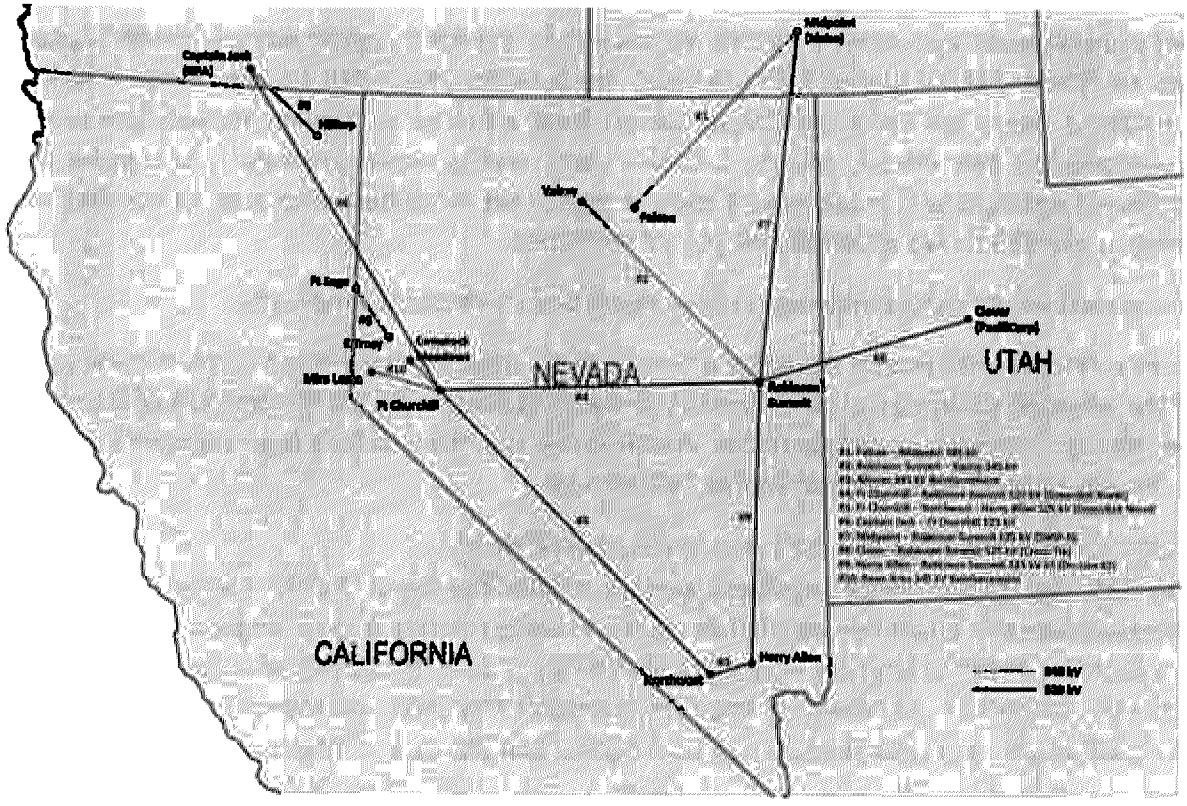


Figure 1 - Overview of Transmission Options Analyzed

#1: Falcon to Midpoint 345 kV line

This 230-mile 345 kV project would provide a second parallel line from the NV Energy system into Idaho Power. Midpoint has the electrical strength to support this additional interconnection.

Currently Midpoint is not a major transactional hub for energy trading. This project would be within Department of Energy defined 368 corridors.

#2: Robinson to Valmy 345 kV line

This 210-mile 345 kV project would provide a second parallel line from the NV Energy system into Robinson Summit. Because both terminations of this project are internal to NV Energy, it does not access new electric providers. Both Valmy and Robinson Summit have the electrical strength to support this additional interconnection. Currently neither location is major transactional hub for energy trading.

This project would not be within Department of Energy defined 368 corridors. However, the environmental analysis performed for the existing line was conducted in 2003 so these studies will provide a limited bases for permitting.

With the planned reinforcements of the Trans-Canyon Cross-Tie and/or SWIP-North facilities Robinson Summit could become a major trading hub.

#3: Alturas 345 kV Reinforcement

This project would reinforce the existing Alturas 345 kV intertie by constructing a 70-mile Captain Jack to Hilltop 345 kV line and 45-mile East Tracy to Fort Sage 345 kV line. Captain Jack is considered part of the California Oregon Border trading hub so an interconnection here would access multiple new electric providers. Captain Jack has the electrical strength to support this additional interconnection but would require significant substation upgrades to support the addition of a 525 to 345 kV XFMR and 345 kV terminals.

This project would significantly help voltage regulation for the Reno area loads.

Some elements of his project would be within Department of Energy defined 368 corridors. Some of these identified segments are defined as corridors of concern by the Department of Energy so permitting complexity would be higher. Additionally, the Tracy to Fort Sage segment is locally defined but not a Department of Energy 368 corridor.

#4: Ft. Churchill to Robinson 525 kV line (Greenlink North)

This 235-mile project would provide a second parallel line from the NV Energy system into Robinson Summit, effectively strengthening the existing ON Line 525 kV project. Because both terminations of this project are internal to NV Energy, it does not access new electric providers. Robinson Summit has the electrical strength to support this additional interconnection, but Fort Churchill would need to be upgraded to both 525 kV and 345 kV and interconnected to the Reno area 345 kV facilities. Currently neither location is major transactional hub for energy trading.

This project would not be within Department of Energy defined 368 corridors but would follow existing NV Energy transmission.

With the planned reinforcements of the Cross-Tie and/or SWIP-North facilities Robinson Summit could become a major trading hub.

#5: Ft. Churchill to Northwest to Harry Allen 525 kV line (Greenlink West)

This project would provide a new line within the NV Energy system by providing a second strong path between Northern and Southern Nevada. This interconnection here would not access new electric providers. Harry Allen has the electrical strength to support this additional interconnection, but Fort Churchill would need to be upgraded to 525 kV and 345 kV and interconnected to the Reno area 345 kV facilities.

This project would be within Department of Energy defined 368 corridors. One of the identified segments is defined as a Corridor of Concern by the Department of Energy. This segment is within Clark County around the Northwest Substation. Permitting of this segment will be highly complex.

This line route is adjacent to three Bureau of Land Management identified Solar Energy Zones that currently have no significant transmission for interconnection. These Solar Energy Zones are Millers, Gold Point and Amargosa Valley. Over 29,000 total acres have been identified as developable through this designation process at these sites.

#6: Ft. Churchill to Captain Jack 525 kV line

This 300-mile project would provide a new line from the NV Energy system into Captain Jack. Captain Jack is considered part of the California Oregon Border trading hub so an interconnection here would access multiple new electric providers. Captain Jack has the electrical strength to support this additional interconnection, but Fort Churchill would need to be upgraded to 525 kV and 345 kV and interconnected to the Reno area 345 kV facilities.

This project would be within Department of Energy defined 368 corridors. Some of the identified segments are defined as Corridors of Concern by the Department of Energy so permitting complexity would be higher.

#7: Robinson to Midpoint 525 kV (SWIP-N)

This 280-mile 525 kV project would provide a new line from the NV Energy system at Robinson Summit to Midpoint. Because both terminations of this project are existing, it does not access new electric providers. Both Midpoint and Robinson Summit have the electrical strength to support this additional interconnection. Currently neither location is major transactional hub for energy trading. While this project does enhance ON Line capacity in both directions, it essentially bypasses the northern system and provides little to no additional import capacity.

This project would be within Department of Energy defined 368 corridors. Several segments are defined as Corridors of Concern by the Department of Energy. LS Power has secured permitting for this project.

#8 Robinson to Clover 525 kV (Cross-Tie)

This project would provide a new 215-mile line from the NV Energy system at Robinson Summit to the planned Clover substation in central Utah. Because both terminations of this project are existing, it does not access new electric providers. Both Mona and Robinson Summit have the electrical strength to support this additional interconnection. Currently neither location is major transactional hub for energy trading. While this project does enhance ON Line capacity in both directions, it essentially bypasses the northern system and provides little to no additional import capacity.

This project would be within Department of Energy defined 368 corridors. Several segments are defined as Corridors of Concern by the Department of Energy.

#9: Robinson to Harry Allen #2 (ON Line #2)

This 231-mile project would provide a new line in parallel with the existing ON Line project between Robinson Summit and Harry Allen. Because both terminations of this project are existing, it does not access new electric providers. Harry Allen has the electrical strength to support this additional interconnection. Currently Robinson Summit does not. If both Cross-Tie and SWIP – North are constructed NV Energy would likely capture significant Point to Point revenues by constructing this line.

This project would be within Department of Energy defined 368 corridors. Several segments are defined as Corridors of Concern by the Department of Energy. NV Energy has secured a record of decision on this path that is currently held in abeyance by the Bureau of Land Management.

Transmission Options Results

Import analysis was performed on each transmission option. Table 1 below summarizes the results.

Table 1 - Transmission Options Import Summary

Transmission Options Import Summary			
#	Project	Line Miles	Increased Northern Import (MW)
1	Falcon - Midpoint 345kV	230	375
2	Robinson - Valmy 345kV	210	325
3	Alturas 345kV Capacity Upgrade	115	225
4	Fort Churchill - Robinson 525kV	235	500[3]
5	Fort Churchill - Northwest - Harry Allen 525kV	351	725
6	Fort Churchill - Captain Jack 525kV	300	725
7	Robinson - Midpoint 525kV (SWIP North)	275	25
8	Robinson - Clover 525kV (Cross-Tie)	214	25
9	Harry Allen - Robinson 525kV #2 (ON Line #2)	235	25

Additionally, a scoring system was developed for ranking the transmission options based on several factors, the result of this scoring is shown in Table 2 below.

[3] 800 MW is only achieved in combination with Greenlink West. As a standalone project the simultaneous import limit to the north system is increased by 500 MW.

Table 2 - Transmission Options Comparison Matrix

Transmission Options Analysis Matrix												
#	Project	Increases Import <100=0, 100-500=1, 500-1000=2	Renewable Integration in Nevada	Nevada Joint Dispatch	Relieves Congested Path	Accesses Existing Available Capacity	Facilitates Fossil Fuel Retirement	No Third Party Transmission Rate	Supports Major Load Pockets, Reno & Tracy	Access to Renewable Energy Zones	Follows existing Transmission	Total Score
1	Falcon - Midpoint 345kV	1	0	0	0	0	1	0	0	0	1	3
2	Robinson - Valmy 345kV	1	0	1	0	1	1	1	0	0	1	6
3	Alturas 345kV Capacity Upgrade	1	0	0	0	0	0	0	0	0	0	1
4	Fort Churchill - Robinson 525kV	2	1	1	0	1	1	1	1	0	1	9
5	Fort Churchill - Northwest - Harry Allen 525kV	2	1	1	1	1	1	1	1	1	0	10
6	Fort Churchill - Captain Jack 525kV	2	1	0	0	0	1	0	1	0	0	5
7	Robinson - Midpoint 525kV (SWIP North)	0	0	0	0	0	0	0	0	0	0	0
8	Robinson - Clover 525kV (Cross-Tie)	0	0	0	0	0	0	0	0	0	0	0
9	Harry Allen - Robinson 525kV #2 (ON Line #2)	0	0	0	1	1	0	1	0	1	1	5

The results of the ranking process identified Ft. Churchill to Robinson Summit 525 kV and Ft. Churchill to Northwest to Harry Allen 525 kV as the top two projects. While there is no official scoring system established for selecting transmission lines and results can be considered subjective, the company has identified these top two projects based on the analysis completed, current regional transmission activities and its transmission planning expertise.

While neither Ft. Churchill to Robinson nor Ft. Churchill to Harry Allen connect to systems outside of Nevada, both substantially increase northern Nevada import capacity. Under both scenarios, import is created by accessing existing markets and capacity in southern Nevada while increasing the transmission network within the state.

The northern Nevada system has been described as a donut within the western electric grid due to its limited sourcing and transfer capability. The connection of ON Line from Harry Allen to Robinson was one of the first steps to creating a transmission network into northern Nevada. Even though the ON Line project and the southern Nevada system has the capacity to source over 2000 MW once supporting upgrades are completed, but the northern system limits the project.

For example, the maximum south to north capacity on ON Line is only 600 MW because this is all the northern system can accept under the most severe single contingency. Similarly, the north to south limit is only 900 MW because this is the highest amount of energy the northern system can source. The projects reviewed that don't include connection to Ft. Churchill with the 345 kV ties to Reno essentially just create another strong connection to a weak system, similar limitations will plague the northern systems capacity until it has been properly networked. Projects that included reinforcement into northeastern Nevada may create increased import, but do not efficiently transfer energy to the locations where load is growing. Connection of a high-capacity source into Ft. Churchill and effectively networking and looping the existing 345 kV system between Mira Loma, Comstock Meadows and Ft. Churchill creates a high capacity system through Nevada while reinforcing the entire states transmission system.

Due to the cost escalation that has occurred for the Greenlink Nevada project NV Energy has reevaluated the above transmission alternatives to determine if any of these alternatives could provide the necessary transmission capacity at a lower cost. The Ft. Churchill to Robinson Summit 525 kV and Ft. Churchill to Northwest to Harry Allen 525 kV lines continues to provide the greatest amount of benefits and transmission capacity. Some of the alternative projects could be less costly to construct because they are lower voltage and/or shorter in length. However, they do not provide adequate northern Nevada import capacity and increased Total Transfer Capacity (TTC) between northern and southern Nevada. In addition, the cost escalation that the Greenlink Nevada project has experienced is not limited to these projects. The other transmission projects would be expected to have a similar level of cost escalation.

NV Energy believes that the future of Nevada's economy and renewable capability are dependent on the states transmission systems capability to move energy effectively and efficiently throughout the state. Greenlink Nevada Phase I delivers the initial construction of the Ft. Churchill to Northwest to Harry Allen 525 kV line (Greenlink West) with associated Ft Churchill to Reno 345 kV connections followed by the Ft. Churchill to Robinson Summit 525 kV line. Ft Churchill to Harry Allen is expected to be required first to increase import capacity, meet renewable portfolio goals, and to share resources over larger geographic footprints, possibly through participation in a Regional Transmission Organization. The Ft. Churchill to Robinson (Greenlink North) project is proposed to be constructed second to increase renewable integration and take advantage of potential third-party regional transmission projects that can create new access to diverse resources and increased import.

Major Transmission Projects

Ft Churchill to Reno Area 345 kV Reinforcement

Ft Churchill Substation Expansion

Ft. Churchill substation's existing configuration accommodates the interconnection of the Ft. Churchill generating station which consists of two 110 MW natural gas combustion turbines. The substation also acts as a strategic hub for serving the Carson Valley load pocket with its interconnections to Buckeye and Brunswick substations. The existing substation cannot be expanded, as it is physically constrained, therefore it will be necessary to expand to available land located just west of the existing 120 kV substation. This new layout will be required to integrate

either of the proposed 525 kV transmission lines to the Reno area load pocket. The Ft Churchill substation must be rebuilt to include new 525 kV and 345 kV facilities and replace the existing 230 kV and 120 kV facilities. This is required both due to fault duty concerns at the existing Ft Churchill 120 kV substation and an inability to expand to meet the future needs of the transmission system. This rebuild is proposed to utilize a breaker and a half configuration for all voltages with future expansion capability.

The substation yard configuration is proposed to use a 345 kV "hub" voltage, with transformers to step up/down to 525 kV, 230 kV and 120 kV. This configuration was chosen to reduce the power transfer across XFMRs to both reduce losses and optimize flows within the substation. This aligns with the plan to build new 345 kV transmission into the Reno area load pocket to deliver the bulk energy delivery from the proposed 525 kV transmission lines. With the proposed upgrades, Ft. Churchill will become a strategic central hub within Nevada.

Ft Churchill – Mira Loma 345 kV & Ft Churchill – Comstock Meadows 345 kV 1 & 2 Lines
The Reno area transmission system can be reinforced by adding three new 345 kV transmission connections. The first is a 345 kV line from Ft Churchill to Mira Loma, and the second and third are 345 kV lines from Ft Churchill to Comstock Meadows.

The Ft Churchill – Mira Loma line adds a second source to the Mira Loma 345 kV substation and creates a new 345 kV loop to improve transmission system strength in the Reno area. This line is anticipated to be approximately 46 miles long based off of preliminary routing and siting analysis. This project has been proposed as part of prior NV Energy generator interconnection requests and is consistent with other long term Transmission System plans.

The Ft Churchill – Comstock Meadows lines add two 345 kV sources to the Comstock Meadows 345 kV substation. Comstock Meadows is centrally located within the Tracy area load pocket and has been identified as a key substation within the Tracy area transmission loop presented in the Tracy area master plan. These lines are anticipated to be approximately 38 miles long based off of preliminary routing and siting analysis. Comstock Meadows is integrated into the Reno area transmission system through the 345 and 120 kV transmission system in the Tracy area. Comstock Meadows was chosen as the termination for these two lines as it is both the substation that will serve the largest proposed load in the Tracy area and has the capability to integrate both of these lines.

These three new 345 kV lines are required to support either of the proposed 525 kV lines. While the 525 kV lines are both proposed to deliver bulk power to the Northern Nevada transmission system, the 345 kV lines into the Reno area are critical to distributing the 525 kV energy to the major load centers.

The connections between Ft. Churchill and the Reno transmission system are beneficial in two stages:

1. The initial stage is the creation of a strong outlet from the central Nevada system into the Reno load pocket. Several renewable generation projects have sought to interconnect with the 230 kV and 120 kV systems in central Nevada. Due to the limited capacity of this area of the system, additional generation cannot be injected without the construction of the Ft. Churchill to Mira Loma and Ft. Churchill to Comstock Meadows lines. Additionally, these connections would eliminate the existing summer must run requirement of Ft. Churchill generation and eventually facilitate the retirement of the generating station.

2. The second stage and benefit of these transmission connections is a pathway from a major transmission project to the Reno and Tracy area load pockets. Either of the high-capacity projects discussed below will efficiently transfer energy from southern Nevada into the Reno and Tracy area's and increase the overall northern system import limit.

The proposed transmission connections at Ft. Churchill are shown in Figure 2:

- 525 kV (1 or 2 lines)
- 345 kV (3 lines)
- 230 kV (1 line)
- 120 kV (5 lines, 2 generators)
- 60 kV (1 line, 1 generator)

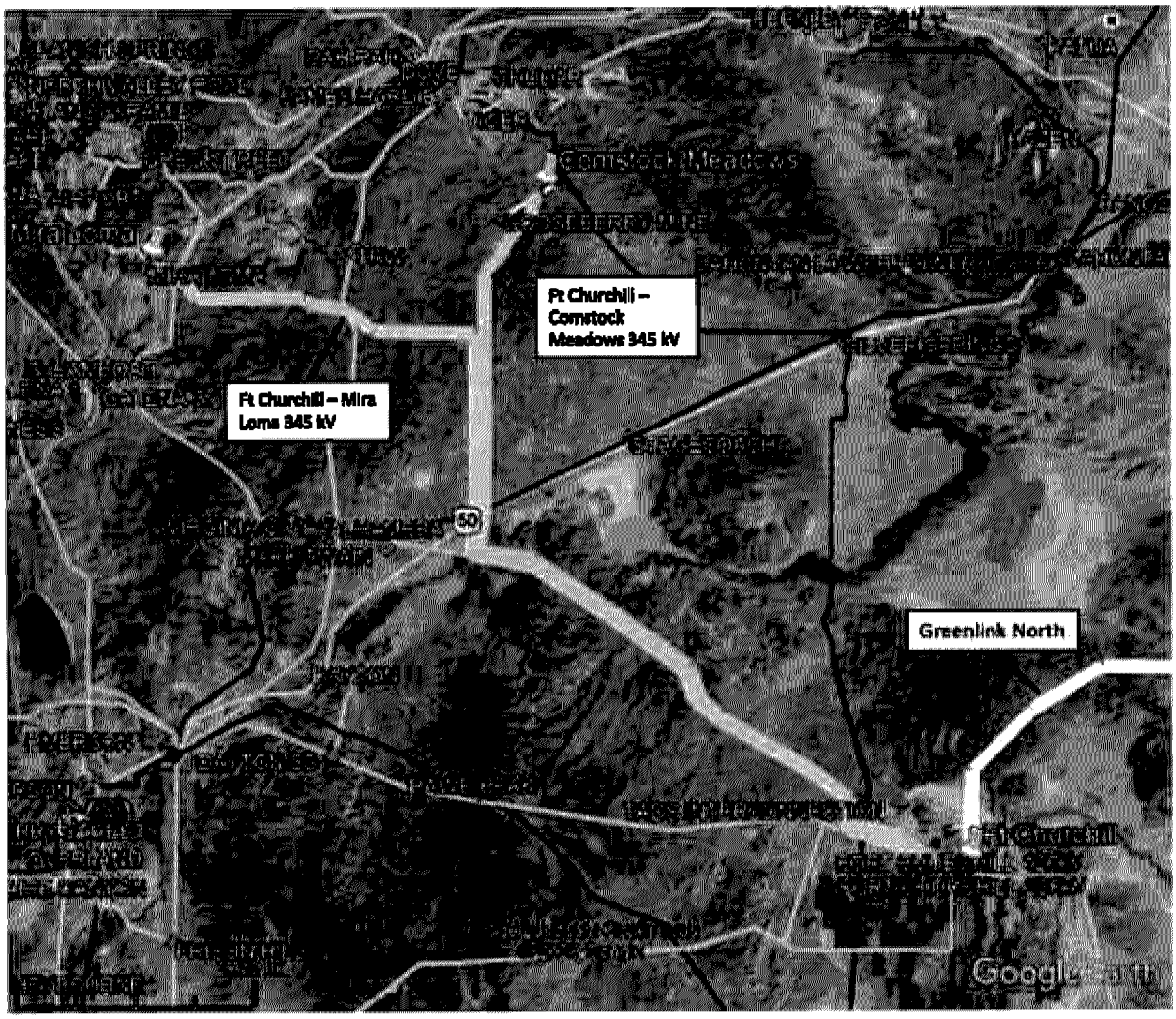


Figure 2 - Ft Churchill proposed transmission connections

Ft Churchill – Northwest – Harry Allen 525 kV (Greenlink West)

The preferred option for strengthening the northern Nevada transmission system is constructing a new 525 kV series compensated line from Ft Churchill to Northwest substation in southern Nevada, and a new 525 kV line from Harry Allen to Northwest. This line is anticipated to be approximately 351 miles long (32 miles from Harry Allen to Northwest and 319 miles from Northwest to Ft. Churchill) based off of preliminary routing and siting analysis. This line is planned to accommodate two intermediate substations strategically placed to create access for future transmission expansions and integration of renewable resources. "Amargosa" is proposed to be located in the Amargosa Valley along Highway 95 adjacent to the Amargosa Valley Solar Energy

Zone, and "Esmeralda" is proposed to be located west of Tonopah, NV, south of Highway 6 near the Millers Solar Energy Zone. Both of these substations are planned to accommodate 525/230 kV step down capability and access to 230 kV terminals.

This project creates a second 525 kV path between northern and southern Nevada in addition to existing On-Line and strengthens the overall northern transmission system. This would increase system import and provide a high-capacity source to Ft Churchill substation to support the Reno load pockets. This project adds both electrical and geographical diversity to the interconnection between the northern and southern systems while greatly increasing the ability to deliver power to the Reno and Tracy area load pockets utilizing the 345 kV lines proposed.

The Harry Allen – Northwest 525 kV line provides a second connection between Harry Allen 525 kV and Northwest. Northwest substation currently has a single 525 kV source from Chuck Lenzie via Harry Allen and multiple 230 kV sources. Without the second 525 kV source, the transfer capability of Greenlink West would be severely limited by the loss of the single 525 kV source from Harry Allen and the reduced capability of the Northwest 230 kV system. This configuration also creates two 525 kV sources into Northwest from Harry Allen, further strengthening the transmission grid. While Greenlink West could connect directly to Harry Allen, the connection to Northwest is preferred due to geographic diversity and the permitting concerns of connecting the southern terminus to Harry Allen. The anticipated transfer capability for Greenlink West is identified in Table 2 below.

Table 2 - Transmission Options Comparison Matrix

Greenlink West Line Ratings					
Project(s)		ON Line Rating		Greenlink West Rating	
ON Line	Greenlink West	Northbound Capacity (MW)	Increase (MW)	Northbound Capacity (MW)	Increase (MW)
✓		600	-	-	-
✓	✓	1325	725	1258	-

Both 525 kV projects are displayed in Figure 3 below:

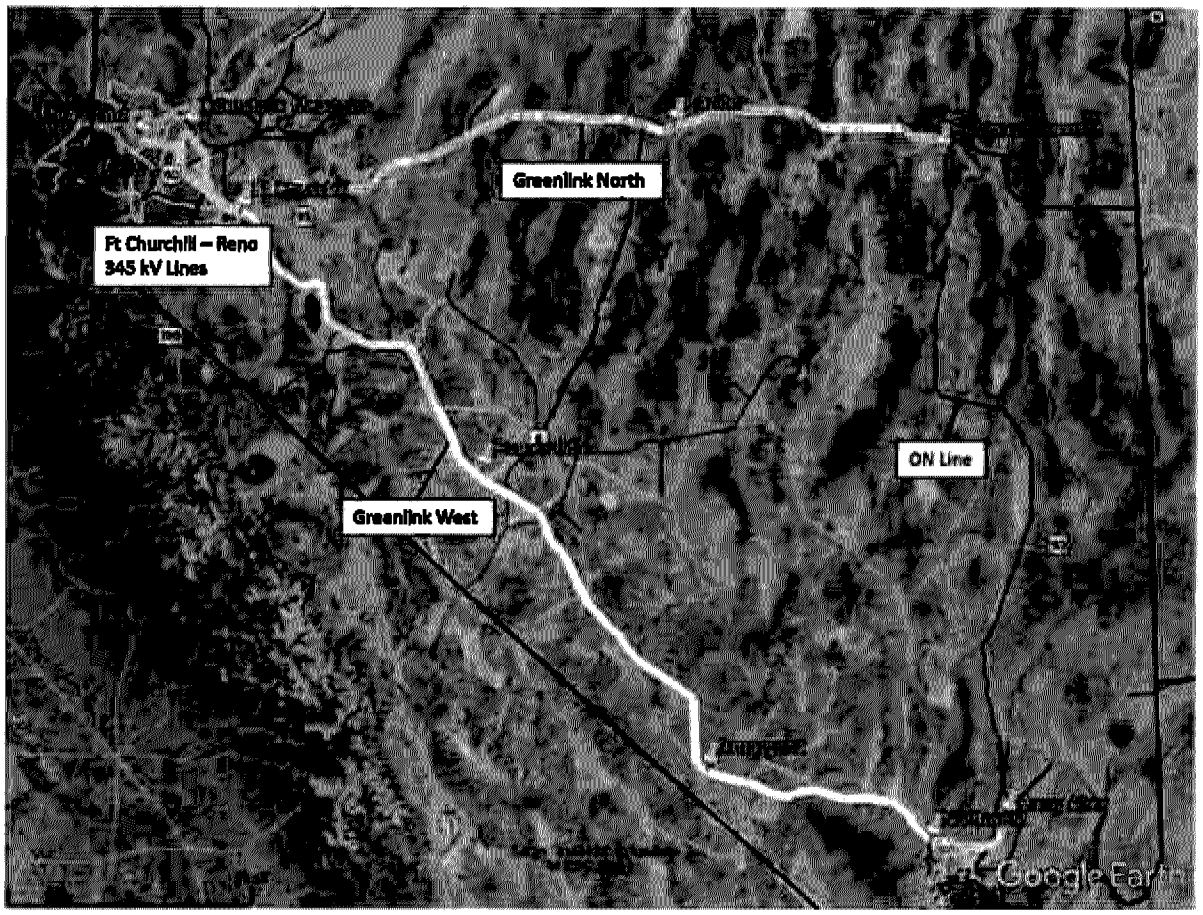


Figure 3 - Greenlink Nevada proposed projects.

Ft Churchill – Robinson Summit 525 kV

The second phase of the preferred option for strengthening the Northern Nevada transmission system is constructing a new 525 kV series compensated line from Ft Churchill to Robinson Summit. This line is anticipated to be approximately 235 miles long based off of preliminary routing and siting analysis. The project is planned to include an intermediate substation "Lander" to be located approximately 9 miles east of the existing Frontier 230 kV substation. Lander would include a 525/230 kV step down transformer and available 230 kV terminals for future interconnections. This intermediate substation creates an opportunity for future transmission expansion and the integration of renewable resources.

While this project does not have a connection external to the northern Nevada transmission system, this project does reinforce the existing Harry Allen – Robinson 525 kV line (On-Line) by increasing system import and providing a high-capacity source to Ft Churchill substation to support the Reno loads via the 345 kV ties. While the existing On-Line has significant thermal capacity, in excess of 2000 MW, the line is limited significantly in transfer capability by the system limitations of its northern terminus at Robinson Summit. The Robinson Summit substation currently steps down to 345 kV and creates a choke point for power transfer that is well below the thermal rating of On-Line. Adding the Ft Churchill – Robinson Summit 525 kV line would strengthen the capacity of the Robinson Summit substation and allow NV Energy to increase the

transfer capability of On-Line both northbound and southbound. This increased transfer capability would allow power to be delivered to the Reno and Tracy load pockets via the new 345 kV connections. The anticipated transfer capability for Greenlink Nevada Phase I is identified in Table 4 below.

Table 4 - Transmission Options Comparison Matrix

Greenlink North Ratings						
Project(s)			ON Line Rating		Greenlink West and North Rating	
ON Line	Greenlink West	Greenlink North	Northbound Capacity (MW)	Increase (MW)	Northbound Capacity (MW)	Increase (MW)
✓			600	-	-	-
✓	✓	✓	600	0	1745	-

System Import

Existing Import Limit

The Northern Nevada transmission system has an import limit of 1275 MW. Of that 1275 MW, 175 MW is set aside for Northwest Power Pool reserves resulting in 1100 MW of usable import for serving Northern Nevada native and non-native load. All 1100 MW of import capacity is currently allocated on the existing ties for a combination of NV Energy and third-party use. The 1275 MW import limit was re-assessed in as part of the 2nd Amendment to the 2018 Integrated Resource Plan.

NV Energy has the obligation under FERC Order 888-A to plan and construct the transmission system to meet the needs of its native load and third-party network customers. NV Energy's Open Access Transmission Tariff section 28.2 states that NV Energy as the transmission provider must include the network customers network load in its planning and shall, consistent with good utility practice, endeavor to construct and place into service sufficient transfer capability to deliver the network customer's network resources to serve network loads on a basis comparable to the

transmission provider's delivery of its own generating and purchased resources to its native load customers.

While NV Energy's northern transmission import capacity is fully reserved by both third parties and native load allocation, growth of both categories of load is forecasted over the next ten years. The northern Nevada system import capacity required for network transmission load is forecasted to increase by 681 MW over the next 10 years MW. Without additional transmission import capacity, NVE will be unable to serve any additional load from off system resources.

Constraints

When the On Line transmission project was built, the northern Nevada import limit was increased from 1000 MW to 1275 MW. The 525 kV ON Line project runs 231 miles from Harry Allen in southern Nevada to Robinson Summit in northern Nevada. Robinson Summit has two 525/345 kV step down transformers that connect two outlets: Robinson to Gonder 345 kV and Robinson to Falcon 345 kV. Robinson to Falcon is 70% series compensated and naturally carries the bulk of south to north ON Line transmission capacity. The most limiting contingency for import into northern Nevada is loss of the Robinson to Falcon 345 kV line. Under this contingency, all of the energy flowing on the Robinson to Falcon line is forced through the weaker Gonder 345 kV connection. This results in overloads and low system voltage throughout the existing northern system interties. In short, loss of Falcon – Robinson 345 kV stresses the remaining interties to their thermal or voltage limits and new major transmission facilities are required to create additional import capacity.

Existing Commitments

Of the 1275 MW of import capacity into northern Nevada, 175 MW is reserved for Northwest Power Pool Reserves, 600 MW is reserved for NV Energy native load use, and the remaining 500 MW is all allocated for third party use. There is currently 0 MW of available long-term import.

Import Limit Increase Opportunities

An increase in import capacity can only be obtained by constructing a new intertie into northern Nevada, or constructing internal transmission that strengthens existing interties.

The Ft Churchill to Northwest to Harry Allen 525 kV line creates a parallel path to On-Line and studies have shown an increase in system import from 1275 MW to 2000 MW, or an increase of 725 MW. Ft. Churchill to Northwest to Harry Allen creates a geographically diverse parallel path with ON Line into the northern Nevada system and terminates directly where the capacity is needed the most; the Reno and Tracy area load pockets via Ft. Churchill substation and the proposed 345 kV ties. With two strong sources into northern Nevada load pockets, the loss of either line can be sustained and south to north transfers can be increased from 600 MW to approximately 1858 MW (combined Greenlink West and ON Line south to north transfers). The new most limiting contingency for northern Nevada becomes the loss of the Greenlink West transmission line with an import limit of 2,000 MW.

The Ft Churchill – Robinson Summit 525 kV line strengthens the existing intertie between northern and southern Nevada and studies have shown an increase in system import from 2000

MW to 2800 MW, or an increase of 800 MW. This project reinforces ON Line by connecting Robinson Summit directly with the new transmission hub at Ft. Churchill. In addition to increased import capacity, this project, when combined with the Ft. Churchill – Northwest – Harry Allen line, would also create additional transmission revenue via increased capacity from northern Nevada to southern Nevada. Currently, joint dispatch capability created by the ON Line project has shown savings anywhere from $17M-$22M annually. With the increased need to share resources between systems and more flexibility to transfer energy between SPPC and NPC, annual joint dispatch savings are anticipated to increase further. Under this configuration, the most limiting contingency for northern Nevada would be the Ft. Churchill to Northwest 525 kV line.

For the combination of the three 345 kV lines from Ft. Churchill to Reno, 500 kV from Ft. Churchill to Robinson and Ft. Churchill Northwest, studies have shown a maximum import capacity of approximately 2800 MW. This configuration creates a 525 kV triangle around the state of Nevada and in conjunction with third party transmission plans has the potential to access geographically diverse resources such as hydropower in the pacific Northwest energy market (dependent on the future Ft. Churchill – Captain Jack 525 kV line) and southwest solar resources. If TransWest Express, Cross-Tie or SWIP North are constructed Nevada will have the ability to access geographically diverse resources in Utah and Wyoming or Idaho which have reliable wind resources to compliment solar resources in the southwest.

The import analysis performed above assumes that reactive support is strategically added within northern Nevada to support the increased import levels. For example, if thermal generation is retired large voltage-controlled capacitor bank additions in the Tracy area and at Robinson Summit are needed to maintain adequate transmission system voltage both due to high levels of power flow on interties during maximum import and to replace the reactive power that would normally be generated by Tracy area and that are turned off during maximum import analysis.

Interaction with Regional Transmission Plans

The Western US has several major transmission plans underway, some of which have significant impact on the northern Nevada transmission system. Specifically, proposed connections to Robinson substation complement the Ft. Churchill to Robinson 525 kV project. Both the 525 kV Cross-Tie project and the SWIP North projects propose a connection directly to Robinson substation:

Cross-Tie (Clover – Robinson Summit 525 kV)

Cross-Tie is a proposed 525 kV line between Clover Substation in central Utah, and Robinson Summit substation in Nevada. It is proposed to be approximately 214 miles at 50% series compensation and includes 70% series compensation of On-Line and the addition of 345 kV PSTs on the Falcon – Robinson Summit 345 kV and Gonder – Robinson 345 kV lines. This equipment is required to protect northern Nevada bypassing it for transfers between Utah and southern Nevada.

The proposed Greenlink 525 kV projects in conjunction with the proposed Clover – Robinson 525 kV line (Cross-Tie) strengthens On-Line and creates an additional intertie with PacifiCorp. It has

shown a preliminary increase in system import from 1275 MW to 3525 MW (2800 + 725), or an increase of 725 MW. Cross-Tie is a complimentary project to the proposed Ft Churchill – Robinson Summit 525 kV line and would increase the benefits associated with NV Energy's proposed project.

Without the presence of Robinson to Ft. Churchill, Cross-tie provides no increase in import capacity.

SWIP-North (Midpoint – Robinson Summit 525 kV)

SWIP-North was studied in conjunction with ON Line and capacity rights are allocated under an existing Transmission Use Agreement between NV Energy and LS Power. The proposed SWIP-N project is a 525 kV line between Midpoint Substation in Idaho, and Robinson Summit substation in Nevada. It is proposed to be approximately 275 miles at 70% series compensation and includes 70% series compensation of On-Line and the addition of 345 kV PSTs on the Falcon – Robinson Summit 345 kV and Gonder – Robinson 345 kV lines. This equipment is required to protect northern Nevada bypassing it for transfers between Idaho and southern Nevada.

The proposed Greenlink Nevada projects in conjunction with Midpoint – Robinson 525 kV (SWIP-North) strengthens On-Line and creates an additional intertie with Idaho Power. It has shown a preliminary increase in system import from 1275 MW to 3525 MW (2800 + 725) MW, or an increase of 725 MW. SWIP-N is a complimentary project to the proposed Ft Churchill – Robinson Summit 525 kV line and would increase the benefits associated with NV Energy's proposed project. Under the Transmission Use Agreement, if SWIP-North was constructed, NV Energy would hold 952 MW N-S and 847 MW S-N of the line's total capacity.

Both projects have similar benefits to northern Nevada import capacity as well as create regional access to more diverse resources. PacifiCorp is currently developing phased projects referred to as Gateway that enhance the capacity into both Clover and Midpoint.

PacifiCorp Gateway Projects

Gateway South is a 525 kV line planned to connect Aeolus substation in southeast Wyoming to Clover substation in central Utah. PacifiCorp owns Aeolus substation and is developing up to 3000 MW of wind generation to interconnect there. PacifiCorp plans to utilize this connection to bring approximately 1700 MW of wind produced energy into their major load pockets via Clover substation. PacifiCorp requested approval for Gateway South in their 2019 Integrated Resource Plan. Two additional phases of the Gateway project are also planned.

Gateway Central reinforces existing connections between Populus substation in southeast Idaho and Clover substation in Utah. This project increases the total capacity of wind energy delivered to Clover from 1700 MW to 3000 MW by diversifying the path into Clover. Gateway West connects Aeolus to Populus to Midpoint to Hemingway. This connection ties Gateway South and Gateway Central together along with creating access to hydro energy via the Boardman to Hemingway project or B2H. B2H is being developed by PacifiCorp and Idaho Power to connect Boardman substation in southern Washington to Hemingway substation in eastern Idaho.

The Gateway projects create diverse resource capacity to both Clover and Midpoint substations and respectively compliment both the Cross-tie and SWIP-North projects. Figure 4 shows the

planned regional projects in correlation with NV Energy's current and planned 525 kV transmission.

TransWest Express discussion

The TransWest Express project is similar to PacifiCorp's Gateway projects in that they intend to access Wind resources originating in Wyoming and connecting to central Utah. The TransWest Express project currently proposes a DC line from Wyoming to LADWP's IPP station in central Utah than 525 kV from IPP to Crystal 525 kV in southern Nevada. This project attempts to access 3000 MW of wind energy and deliver it to southern Nevada and California. The project is fluid in that other connections can be made based on which parties are interested in benefiting from the line. TransWest Express project can create access to wind resources in southern Nevada through Crystal substation.

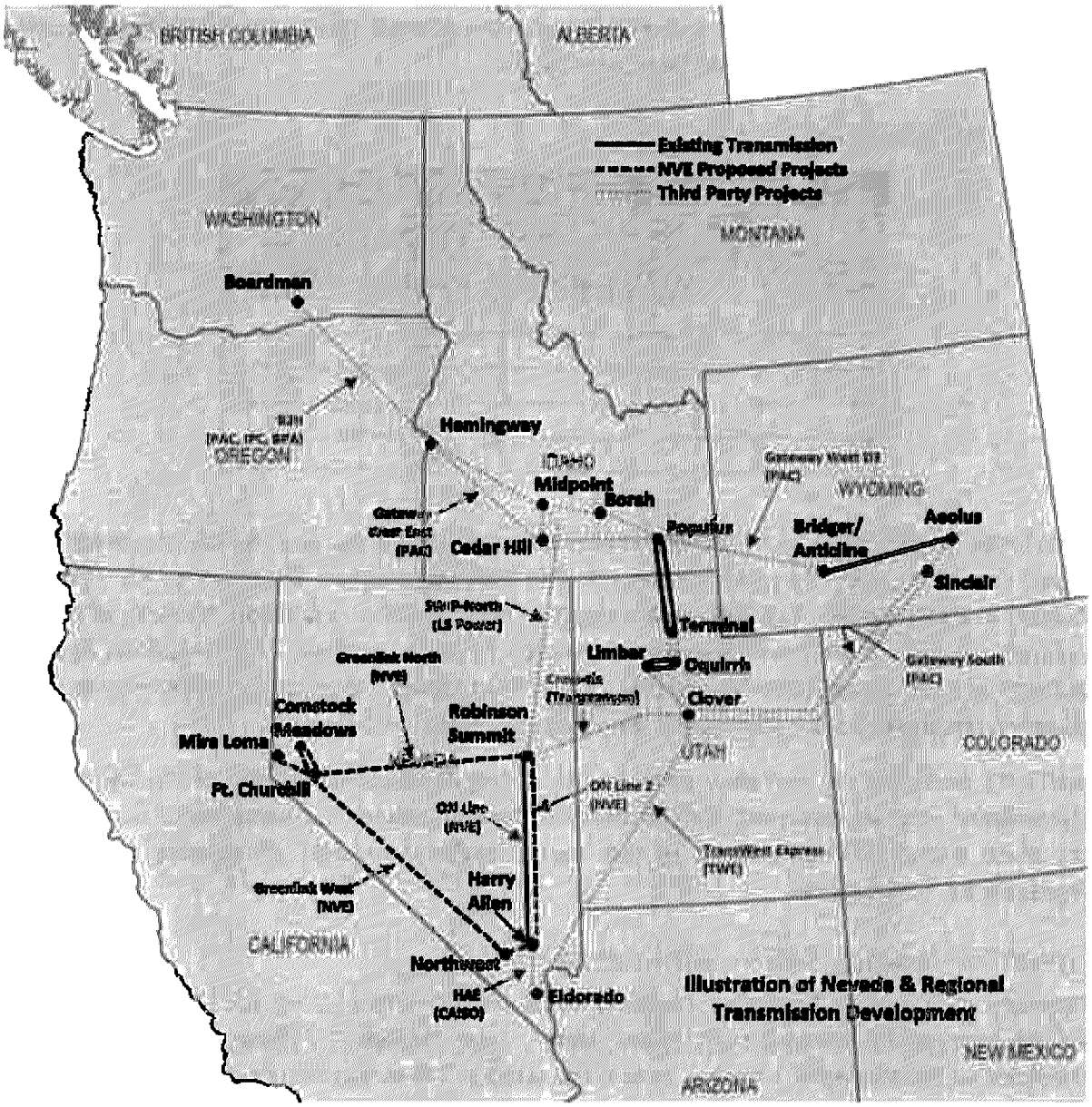


Figure 4 - Overview of major regional transmission projects

Table 5 below shows a summary of import limits with the proposed NV Energy projects and those projects in conjunction with certain regional projects.

Table 5 - GREENLINK NEVADA Import Summary

Greenlink Nevada Summary				
Project(s)			Import Limit (MW)	Increase (MW)
Greenlink West	Greenlink North	Cross-Tie or SWIP-N		
			1275	
✓	✓	✓	3525	2250
✓			2000	725
✓	✓		2800	1525
	✓	✓	2725	1450

Both Cross-Tie and SWIP North projects create a second strong source to Robinson allowing for higher overall imports into northern Nevada. The Gateway projects discussed do not connect directly to NVE's system, but both create capacity and access to new resources both at Clover substation in central Utah and Midpoint substation in southern Idaho. The TransWest Express project is similar in that it creates additional capacity at Clover and possibly Crystal substation in southern Nevada but does not connect directly to northern Nevada.

While NV Energy is not currently participating in the development of any of the third-party transmission projects discussed, they all do affect Nevada's access to diverse resources and how the state would ultimately fit in to the overall regional network or possibly a Regional Transmission Organization.

Greenlink Nevada 345 kV Alternatives

The highest capacity AC transmission utilized in the western grid is 525 kV and this is the planned voltage for almost all new planned regional transmission projects. NV Energy's northern system transmission backbone on the other hand is operated at 345 kV with some 230 kV. The only 525 kV in northern Nevada is the northern terminus of the ON Line 525 kV project. ON Line is also the highest capacity line connected into northern Nevada. At Robinson substation, the ON Line project terminates at two 525 MVA 525/345 kV transformers. Any energy entering or leaving northern Nevada is moved through these transformers.

The 525 kV option is preferred because it allows the energy flowing up ON Line two outlets from Robinson substation: the 525 kV and the parallel 525/345 kV transformers. The additional 525 kV path creates additional capacity that is not constrained by the transformers. In the event a regional project such as SWIP-North or Cross-Tie is constructed, there will be three 525 kV lines at Robinson substation. The addition of the third line will result in an additional 225 MW of import into northern Nevada. If Greenlink North was constructed at 345 kV, the addition of one of the 525 kV regional projects would not result in any increased import due to the higher impedance connection and the transformers that would act as a choke point.

The full Greenlink Nevada Plan includes the construction of Greenlink West and eventually the

construction of Greenlink North. Greenlink West will be a parallel connection with ON Line between northern and southern Nevada. This segment will need to be constructed at 525 kV similar to ON Line due to the length of the line, and to ensure both paths can be equally utilized under the loss of one. With the assumption that Greenlink West will be constructed at 525 kV, Greenlink North, Greenlink West and ON Line will create a transmission triangle between northern and southern Nevada. If Greenlink north was constructed at 345 kV, it would create a choke point within the triangle and hinder energy from being transferred across the state of Nevada. The high capacity 525 kV lines would be limited to what the 345 kV system could handle under the loss of either ON Line or Greenlink West.

While there is a small savings with constructing the Greenlink North segment at 345 kV, it would be a short-sighted decision based on the overall transmission plans for Nevada as well as the potential regional transmission plans throughout the western grid. A 345 kV connection would result in the same internal weak system that northern Nevada is today and would require some form of mitigation or bypassing in order to protect it. As the overall system continues to develop, the 525 kV construction is the right answer for Nevada and the region.

Renewable Integration in Nevada

There are several BLM defined Solar Energy Zones (SEZ) in Nevada that are restricted due to transmission access. Both the Ft. Churchill to Robinson and the Ft. Churchill to Harry Allen projects create access to increased renewable integration.

Ft. Churchill to Harry Allen creates access to the Amargosa, Gold Point and Millers solar energy zones. The planned Esmerelda substation will be constructed adjacent to the Millers zone and Amargosa substation will be constructed adjacent to the Amargosa zone.

While Ft. Churchill to Robinson does not create new access to any defined Solar Energy Zone, it does reinforce the transmission and renewable integration capacity central Nevada.

BLM Solar Energy Zones

Figure 5 displays the BLM defined Solar Energy Zones in conjunction with the NVE Transmission projects. Figure 6 displays solar energy zones in relation to the planned collector substations along Greenlink West.

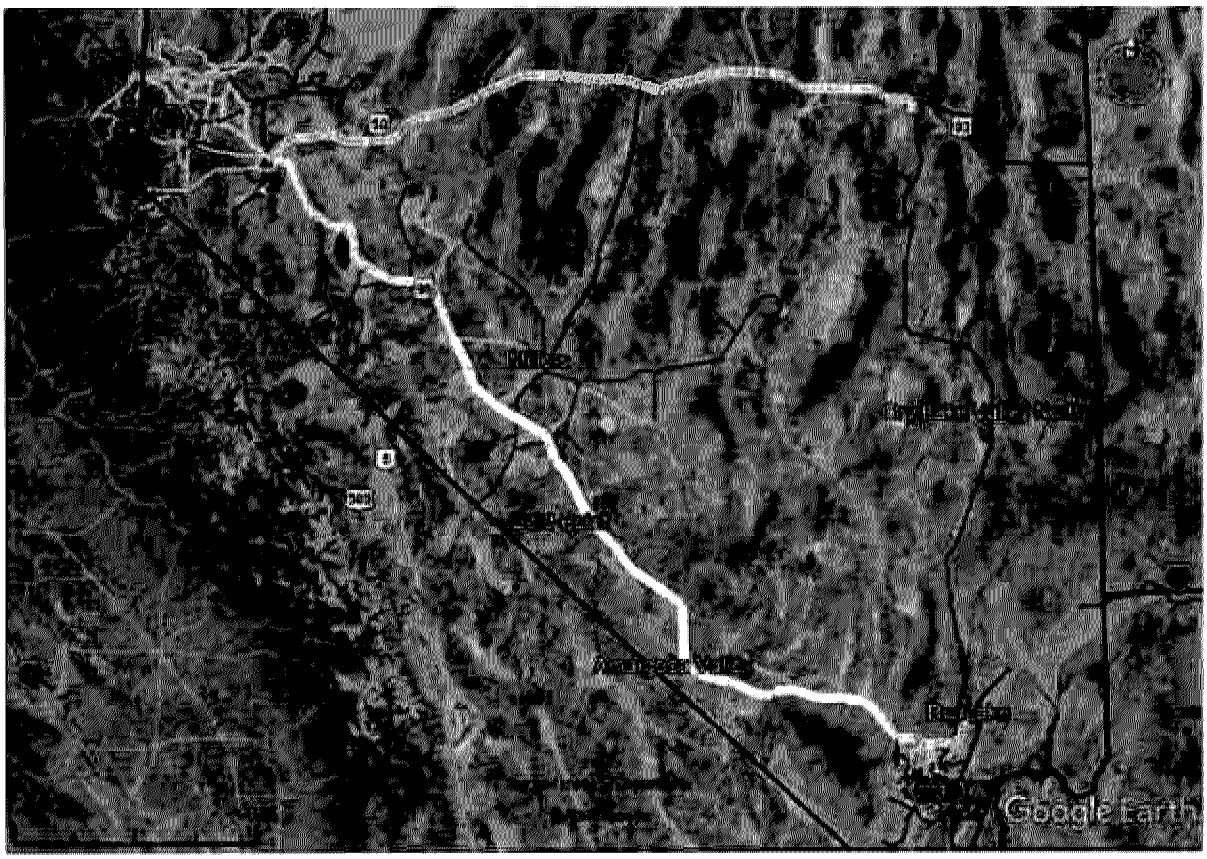


Figure 5 – Overview of BLM Solar Energy Zones in NV

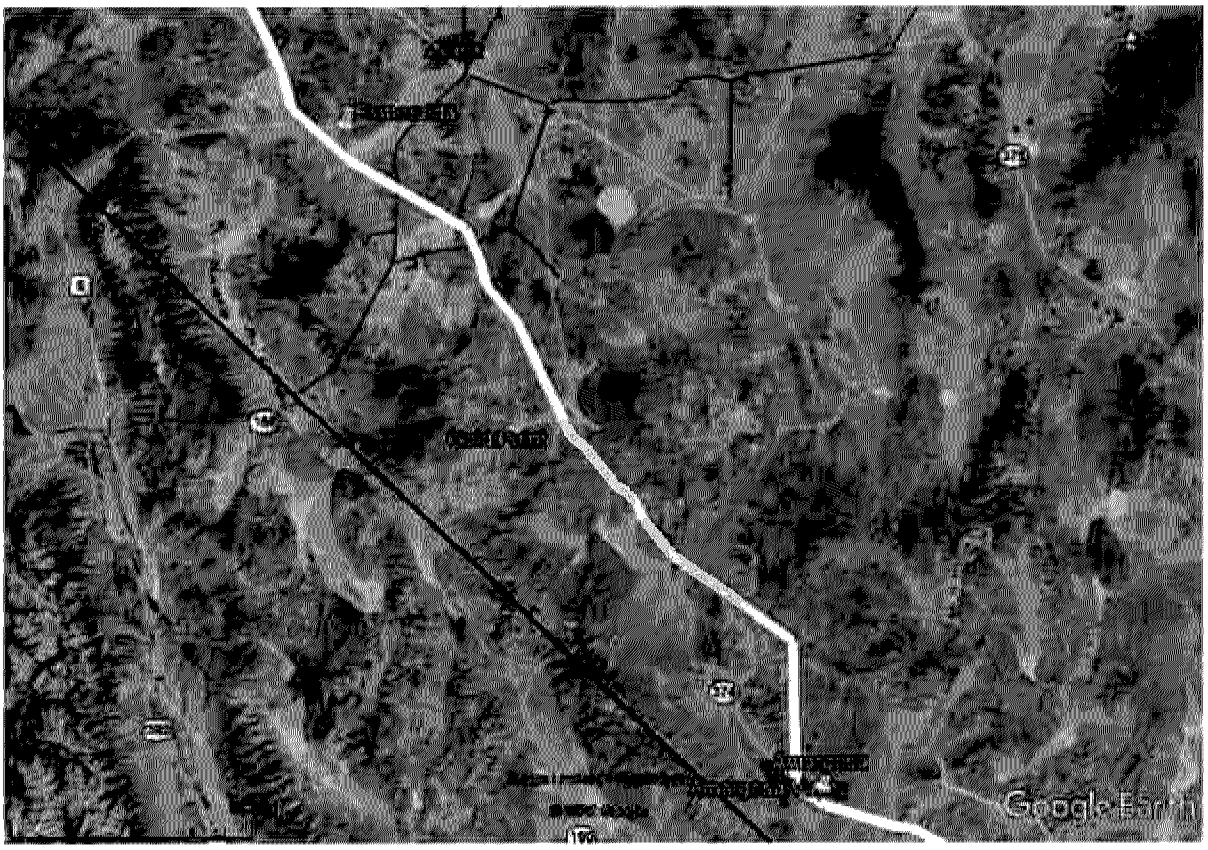


Figure 6 - Solar Energy Zones in relation to proposed NV Energy substations.

Amargosa Valley

The Amargosa Valley SEZ is located in the Amargosa Desert in Nye County, near the Nevada/California border. It is approximately 10 miles southeast of Beatty, NV, and adjacent to Highway 95. This SEZ has a developable area of 8,479 acres. Using a rule of thumb of 100 MW of Solar PV potential per 640 acres (1 square mile), there is an estimated 1325 MW of PV potential within this SEZ. Figure 6 shows the location of the Amargosa Valley SEZ in relation to the proposed NV Energy Amargosa substation.

Gold Point

The Gold Point SEZ is located in Lida Valley in Esmeralda County, approximately 10 miles west of Highway 95. This SEZ has a developable area of 4,596 acres, giving it an estimated 700 MW of PV potential.

This SEZ is located approximately halfway between the proposed Amargosa and Esmeralda substations. Figure 6 shows the location of the Gold Point SEZ in relation to the proposed NV Energy Amargosa and Esmeralda substations.

Millers

The Millers SEZ is located in Big Smoky Valley in Esmeralda County, approximately 10 miles west of Tonopah, NV. This SEZ has a developable area of 16,543 acres, giving it an estimated 2600 MW of PV potential. This SEZ is also located near areas with high geothermal potential. Figure 6 shows the location of the Millers SEZ in relation to the proposed NV Energy Esmeralda substation.

Dry Lake

The Dry Lake SEZ is located in Clark County, encompassing the existing Harry Allen substation. This SEZ has already been developed significantly by existing PV projects and does not provide significant future potential for renewable integration. The ON Line project has already created access to the Dry Lake North SEZs.

Dry Lake Valley North

The Dry Lake Valley North SEZ is located in Dry Lake Valley in Lincoln County, approximately 15 miles southwest of Pioche, NV, and halfway between the Harry Allen and Robinson Summit substations. This SEZ has a developable area of 25,069 acres, giving it an estimated 3900 MW of PV potential. The ON Line project and existing transmission infrastructure in the Arrow Canyon area have already created access to the Dry Lake SEZ.

Resource Adequacy

Northern Nevada is also experiencing considerable load growth, both due to a growing population and an influx of large customers in the Tracy area. Many of the customers in the Tracy area are data center loads with high load factors and rapid load absorption schedules. To date, over 4,000 MW of large customers have already entered into HVD agreements with NV Energy for new load additions in the Tracy area.

With limited import capacity, these load additions will place a large strain on Sierra's ability to serve load unless either additional generation resources are constructed, or new transmission facilities are built to create additional import capacity. Many of these customers have already indicated an interest in procuring their own power from non-NV Energy resources, presumably from imports.

Recently, NV Energy has executed many PPAs for renewable resources, primarily Solar PV. Due to ON Line being the only transmission path between northern and southern Nevada, there is a finite amount of southern generation that can be used to serve northern load. While generation additions are occurring most rapidly in southern Nevada, load growth is occurring most rapidly in northern Nevada. Additional transmission capacity between the two systems would improve the ability to utilize southern resources to serve northern load and would support the reliability of the joint system.

The majority of new renewables being constructed in Nevada are Solar PV. Due to Solar PV being an intermittent resource and much of the Northern Nevada load growth being large customers with high load factors, new Solar PV resources do not have the ability to serve these continuous loads outside of the hours of usable sunlight. While the most recent PV projects are generally paired with 4-hour battery energy storage systems, the pairing of intermittent resources with

limited duration storage are not an ideal match for high load factor customers, potentially requiring the addition of even more battery systems or incremental firm dispatchable resources or access to diverse renewable resources types.

While the schedule of load growth and the conventional generation retirements remain subject to change, it's clear that both load demand and the requirements for renewable generation will continue to increase over the coming years. The construction of Greenlink Nevada positions NV Energy to prepare for these changes by increasing the overall transmission capacity between northern and southern Nevada as well as laying the foundation for accessing diverse resources such as wind and hydro energy.

On-Line Bidirectional Transfer Limitations

Despite On-Line being originally designed for a 2000 MW rating upon completion of SWIP-N, it is currently limited to 600 MW South to North due to system limitations. On-Line is used by NV Energy for economic dispatch between northern and southern Nevada, sales of transmission rights to facilitate third party transactions across NV Energy's transmission system and is a significant component in the import capacity of northern Nevada.

The southbound transfer limit on On-Line is currently 900 MW due to electrical limitations in sourcing the Robinson Summit substation by the 345 and 230 kV systems in the area. This limits the ability for NV Energy to economically dispatch generation from northern resources to

southern loads. All 900 MW of southbound capacity is currently under contract. NV Energy holds 526 MW of southbound rights for native load and 374 MW is for third party use.

The northbound transfer limit on On-Line is currently 600 MW due to capacity limitations at the Robinson Substation due to the downstream 345 and 230 kV systems. This limits the ability for NV Energy to economically dispatch generation from southern resources to northern loads. NV Energy holds all 600 MW of northbound capacity rights for serving native load.

The construction of Greenlink Nevada and the associated 345 kV connections to Reno increases north to south transfer capacity from 900 MW to 2245 MW and south to north capacity from 600 MW to 2335 MW. This increased capacity allows for 1525 MW of increased simultaneous import into northern Nevada, as well as more capability to share resources between northern and southern Nevada.

Supplemental Required Analysis

SSR and EMT Studies

Due to the length of these proposed 525 kV transmission lines and proposed series compensation configurations, it was necessary to have supplemental analysis performed by third party consultants. NV Energy contracted with Stantec Consulting.

Sub synchronous resonance (SSR) is a phenomenon that can be induced in generators due to series compensated transmission lines and can cause significant damage. In order to evaluate this risk, Stantec performed detailed analysis that includes analyzing all generators that are of concern in proximity to the series compensated transmission line, analyzing various system configurations that may induce SSR, The and requires detailed modeling of the NV Energy transmission system that goes beyond the models that NV Energy maintains. This study work has been completed and potential mitigations have been identified and will be incorporated into the final design of the transmission projects identified in this report.

Electromagnetic Transient (EMT) analysis is required to identify any transient or sub-transient concerns during switching on the NV Energy system. These studies were performed by Stantec and requires modeling the NV Energy transmission system at a level of detail that goes beyond the models that NV Energy maintains. This study work has been completed and potential mitigations have been identified and will be incorporated into the final design of the transmission projects identified in this report.

Routing and Siting Analysis

Ft Churchill – Robinson Summit 525 kV

Preliminary routing and siting analysis for the proposed Ft Churchill – Robinson Summit 525 kV line is recommending a line route that parallels the existing 230 kV lines between the two substations for the entirety of the route. The line route is primarily through BLM land, with a section through US Forest Service land near Austin, NV, and a portion that crosses the Fallon Naval Air Station. There is a potential alternative of routing the line south of the Fallon Naval Air

Station that would require new transmission corridor. Sage-grouse mitigation is anticipated for significant portions of the line.

The study area for the routing and siting analysis performed is shown in Figure 7 below. The dashed black outline encompasses the study area, and the blue highlighted lines show the potential routes that were identified.

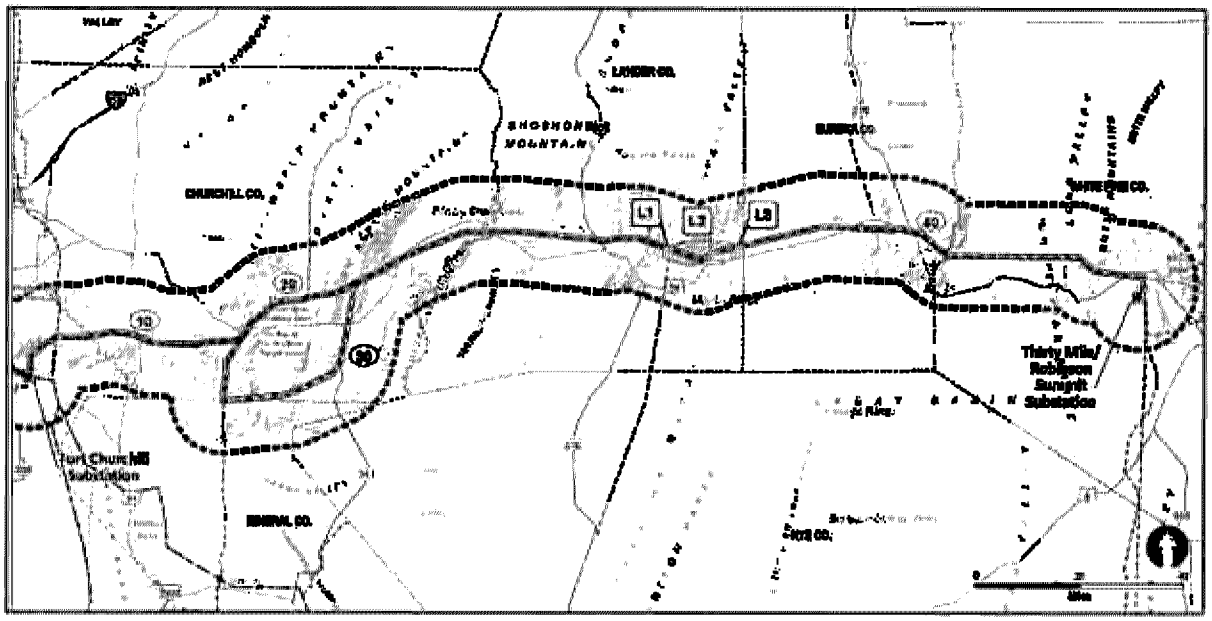


Figure 7 - Ft Churchill - Robinson Summit 525 kV line routing and siting analysis study area

Ft Churchill – Northwest 525 kV (Greenlink West)

Preliminary routing and siting analysis for the proposed Ft Churchill – Northwest 525 kV line is recommending a line route that would primarily follow Highway 95 for the length of the route. This line route is primarily through BLM land but includes segments through BIA and DOD land. Some portions of this line would require the creation of new transmission corridor. There are alternative routing options near Walker Lake to avoid sections of BIA and DOD.

Preliminary routing and siting analysis for the proposed Harry Allen – Northwest 525 kV line is recommending a line route that would following existing 525 kV lines between the two substations. The line route is through a combination of BLM, DOD, and BIA land.

The study areas for the routing and siting analyses performed are shown in Figure 8 and Figure 9 below. The dashed black outline encompasses the study area, and the blue highlighted lines show the potential routes that were identified.

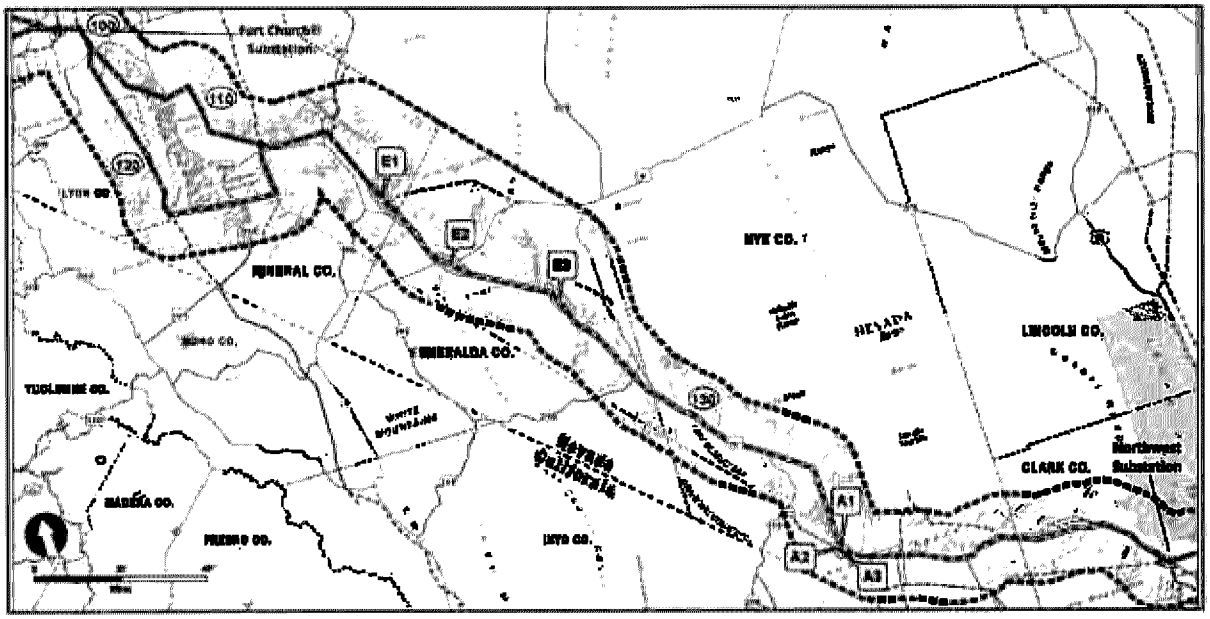


Figure 8 - Ft Churchill - Northwest 525 kV line routing and siting analysis study area

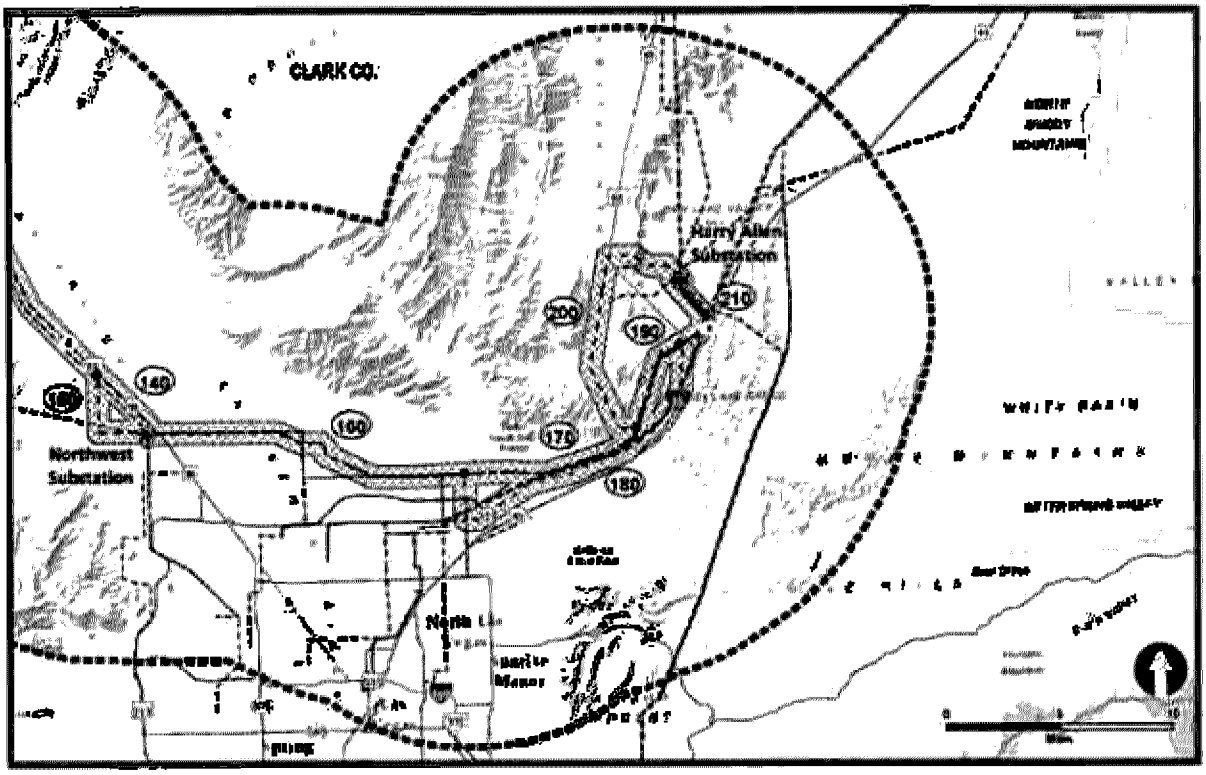


Figure 9 - Harry Allen - Northwest 525 kV line routing and siting analysis study area

Ft Churchill to Reno Area 345 kV Reinforcement

Preliminary routing and siting analysis for the proposed Ft Churchill – Mira Loma 345 kV line is recommending a line route that would primarily follow existing 120 kV transmission lines west

out of Ft Churchill, then create new transmission corridor heading north, then cross west into Mira Loma substation creating new transmission corridor. This route is a combination of BLM and private land.

Preliminary routing and siting analysis for the proposed Ft Churchill – Comstock Meadows 345 kV line is recommending a line route that would primarily follow existing 120 kV transmission lines west out of Ft Churchill, then create new transmission corridor heading north, then cross east into Comstock Meadows substation creating new transmission corridor. This route is a combination of BLM and private land.

The study area for the routing and siting analysis performed is shown in Figure 10 below. The dashed black outline encompasses the study area, and the blue highlighted lines show the potential routes that were identified.

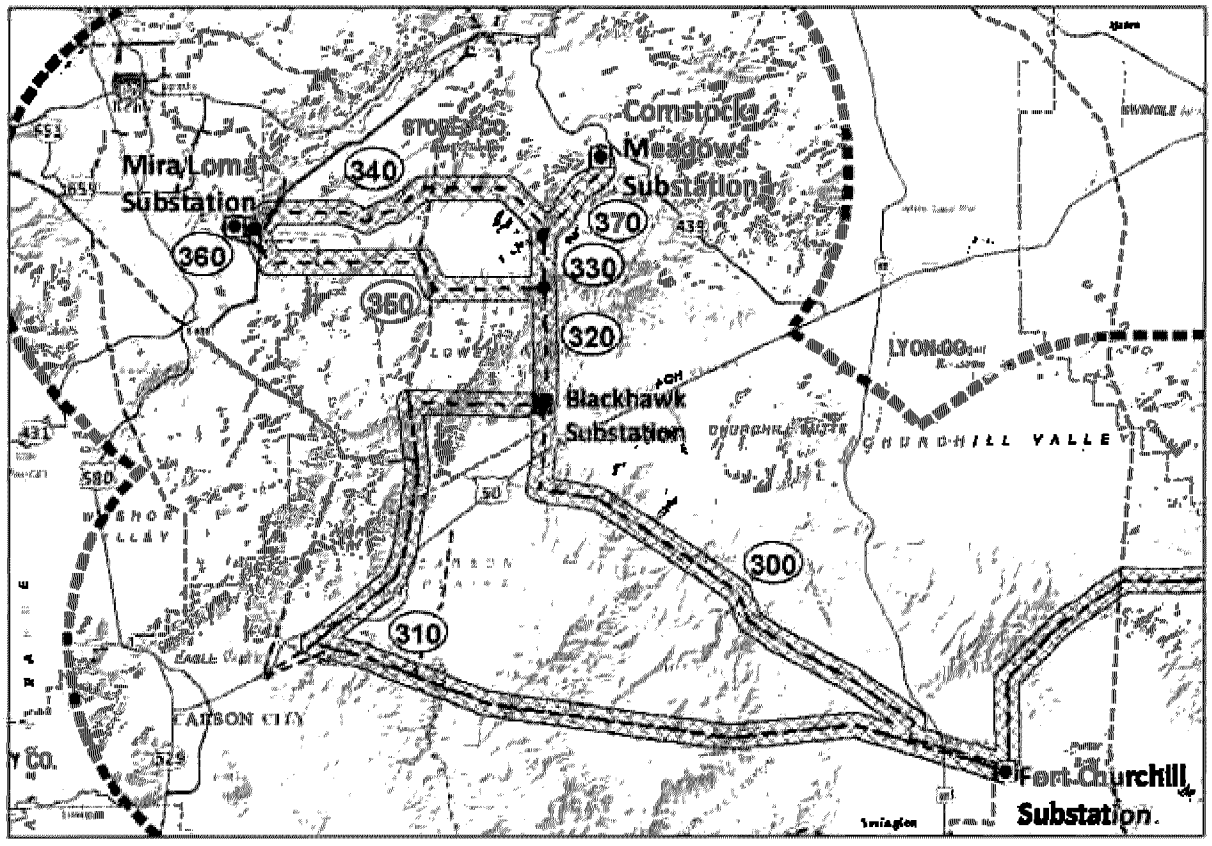
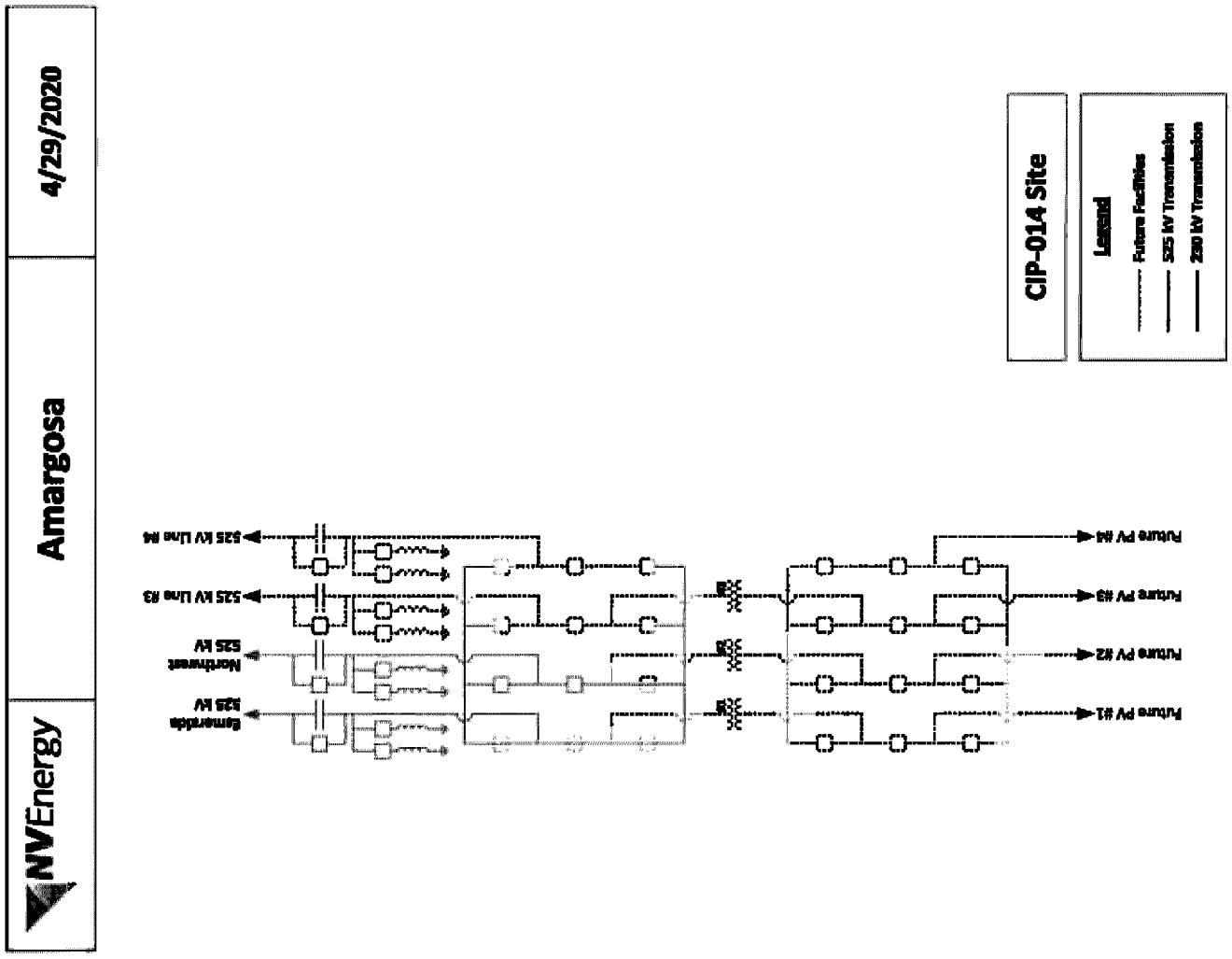


Figure 10 - Reno Area 345 kV Reinforcement routing and siting analysis study area

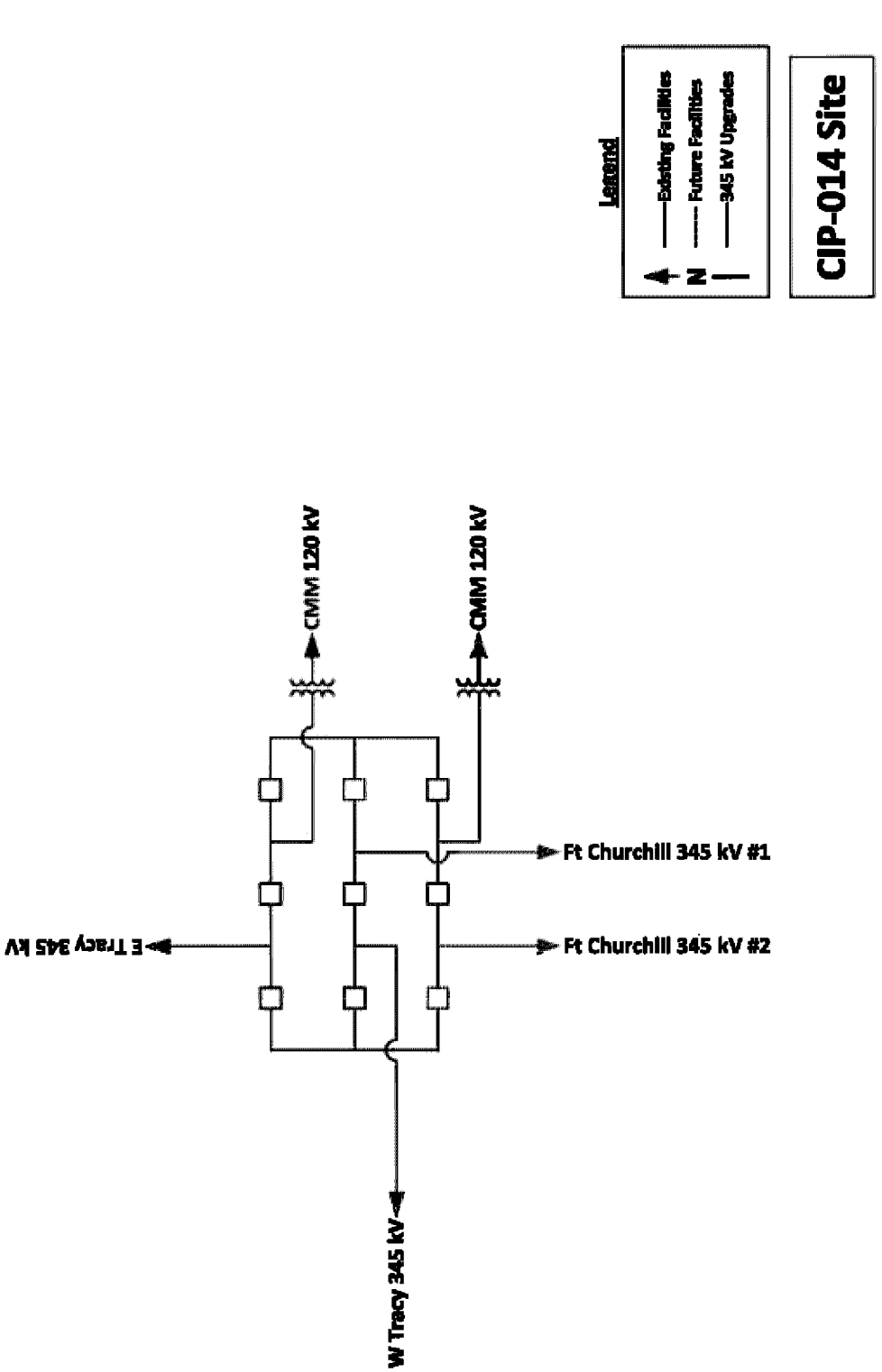
Appendix A
Single Line Diagrams


NVEnergy
Amargosa
4/29/2020
Greenlink Nevada
Esmeralda 525 kV
Northwest 525 kV
525 kV Line #3
525 kV Line #4
Future PV #1
Future PV #2
Future PV #3
Future PV #4
CIP-014 Site
Legend
Future Facilities
525 kV Transmission
230 kV Transmission

NVEnergy

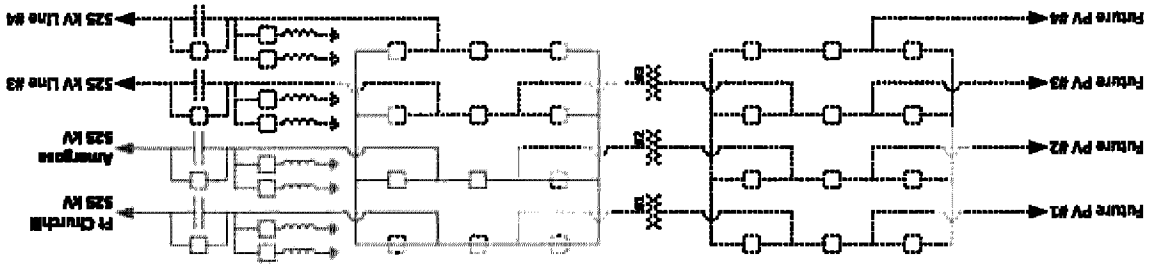
Greenlink Nevada

NVEnergy | Comstock Meadows | 12/12/2019



Greenlink Nevada

NVEnergy | Esmeralda | 4/29/2020



CIP-014 Site

Legend
- Future Facilities
- 525 kV Transmission
- 230 kV Transmission

NVEnergy

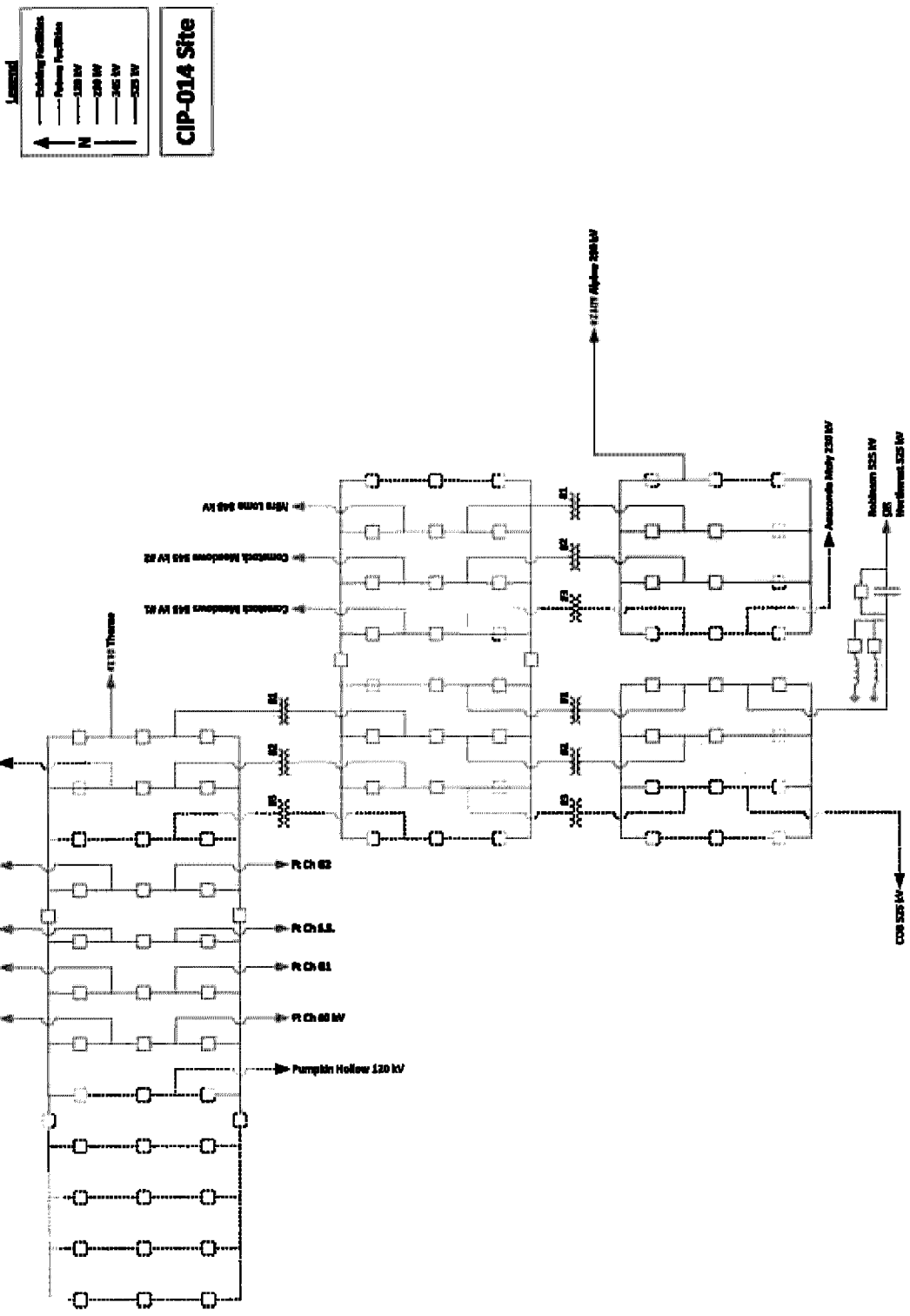
Greenlink Nevada

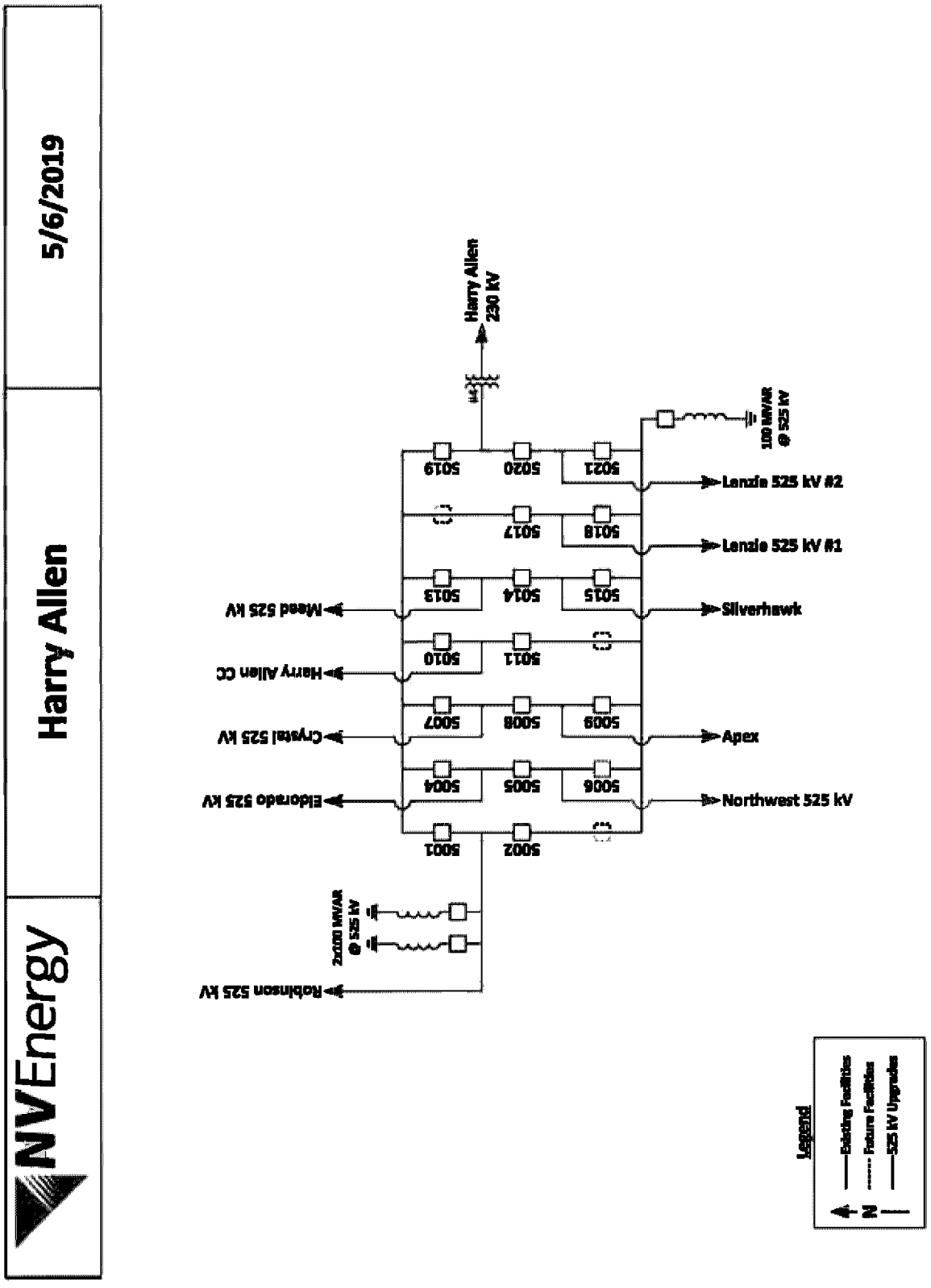
NVEnergy

Pt Churchill
"Ultimate Buildout"

4/21/2020

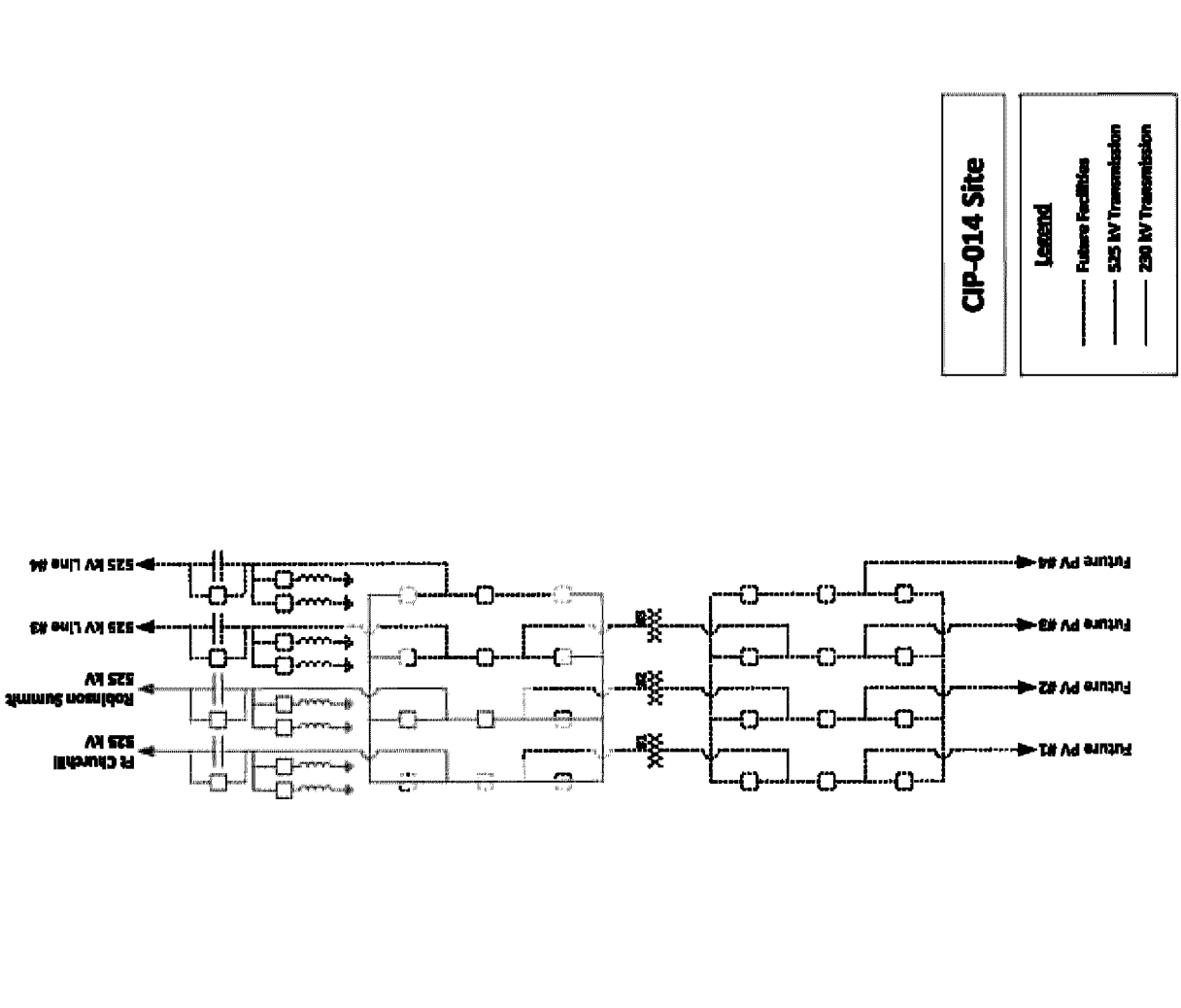
CIP-014 Site



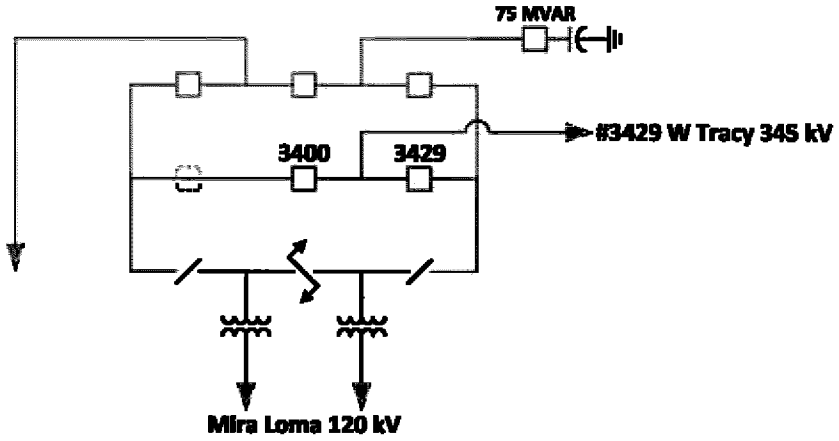

NVEnergy
Harry Allen
5/6/2019
Greenlink Nevada
Harry Allen
230 kV
100 MVAR
@ 525 kV
5019
5020
5021
Lenzie 525 kV #2
5017
5018
Lenzie 525 kV #1
5013
5014
5015
Silverhawk
Mead 525 kV
5010
5011
Harry Allen CC
5007
5008
5009
Apex
Crystal 525 kV
5004
5005
5006
Northwest 525 kV
Eldorado 525 kV
5001
5002
2x200 MVAR
@ 525 kV
Robinson 525 kV
Legend
Existing Facilities
Future Facilities
525 kV Upgrades
N

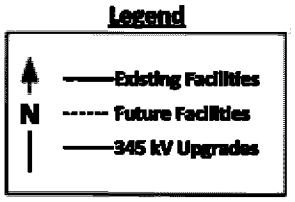
Greenlink Nevada

NVEnergy | Lander | 4/29/2020

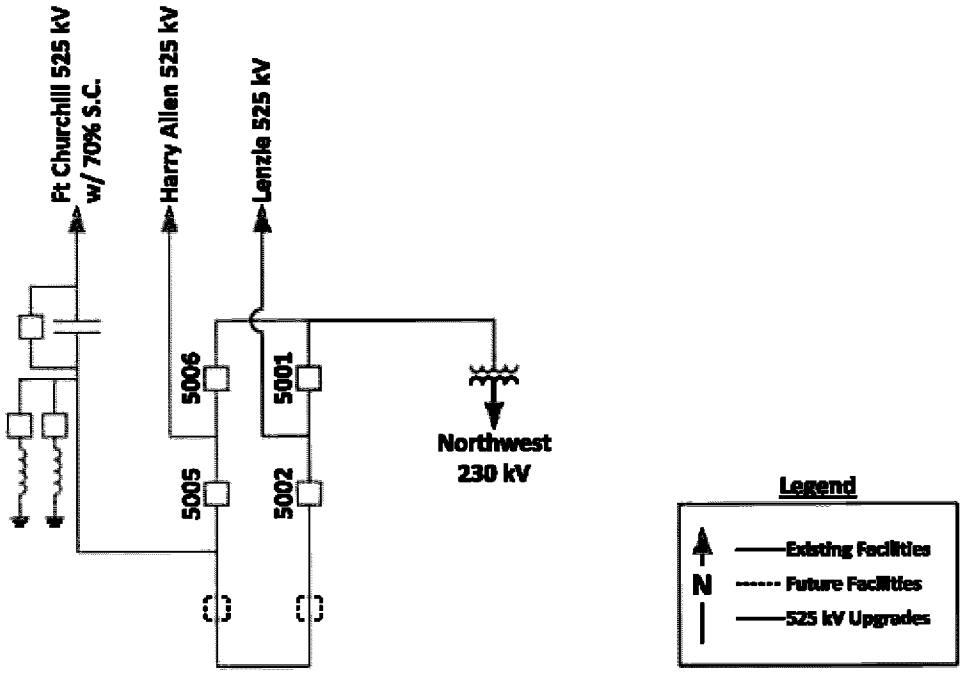


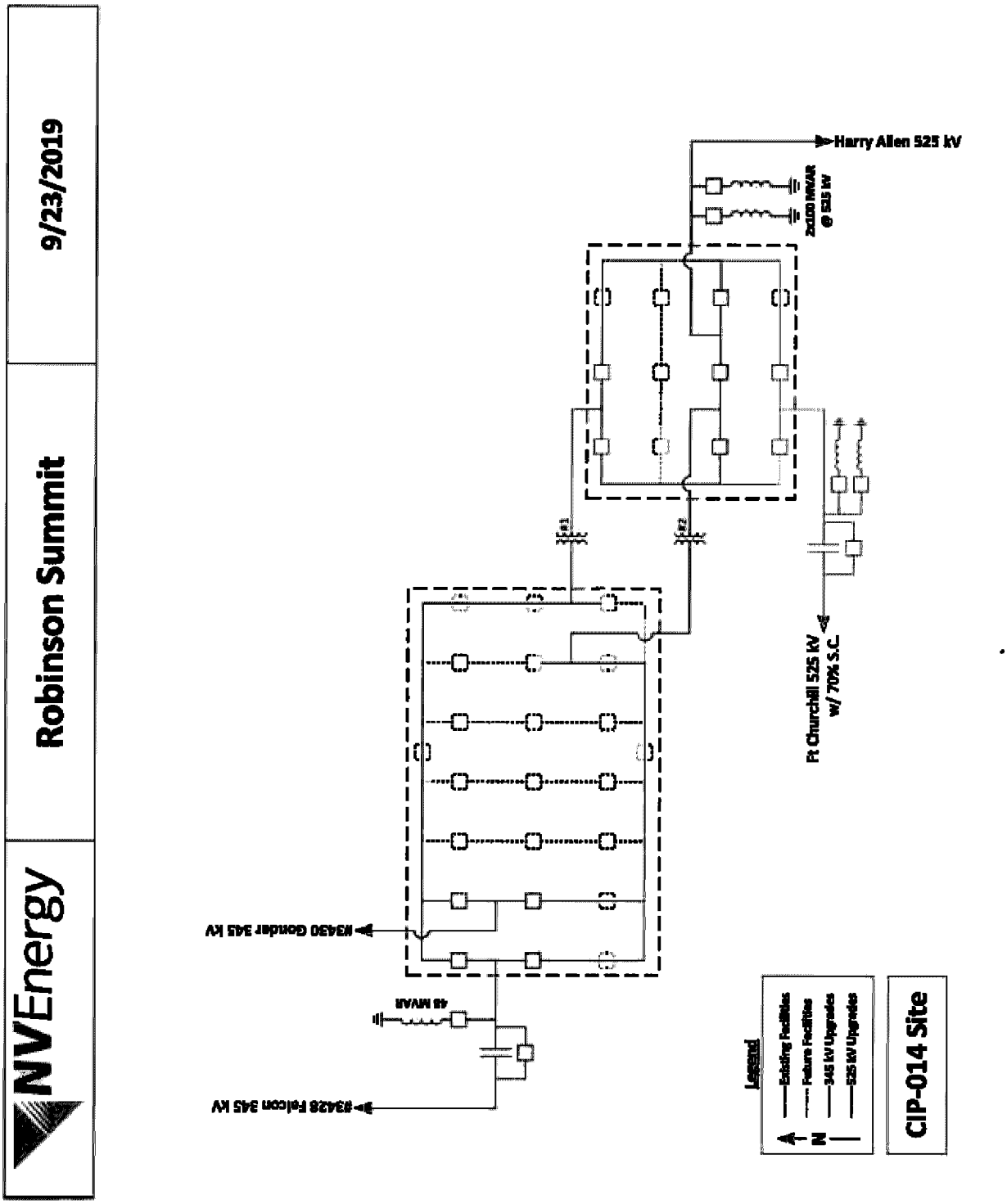
NVEnergy	Mira Loma	8/8/2019





NVEnergy	Northwest	9/23/2019




NVEnergy
Robinson Summit
9/23/2019
Greenlink Nevada
Harry Allen 525 kV
2x100 MVAR @ 525 kV
Ft Churchill 525 kV w/ 70% S.C
#3430 Gondor 345 kV
#3428 Falcon 345 kV
48 MVAR
Legend
Existing Facilities
Future Facilities
345 kV Upgrades
525 kV Upgrades
N
CIP-014 Site

TRAN-2

TRANSMISSION PLANNING
Apex Master Plan
Non-confidential



May 2024

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Executive Summary

The Apex area has the potential for substantial load and generation growth. Several potential load additions ranging from 15 MW to 1000 MW have inquired interconnection at this location. The Apex Master Plan has been designated to serve industrial and large commercial loads. There have been significant inquiries in the Apex area ranging from cold storage to data centers. Additionally, several hundred MW of renewable generation has also been sited within this industrial park. A 230 kV Apex Master Plan was previously developed as a method to serve growth in in the area, but due to the increase in the size of potential loads in the area a review of the previous Master Plan is required. With the Prospector substation acting as a starting point to the updated Apex Master Plan, a 230 kV looped system has been identified as the best method to serve future growth in Apex. This document outlines two possible options for providing easily accessible transmission sourcing to meet the potential growth in the Apex area. Construction of either of these options is contingent upon the ultimate development in Apex. The initial phase of HGIII, previously known as Apex Central and Goforth, will require a December 2025 in-service and Sapphire, previously known as Apex East, will require a May 2026 in-service to meet customer service agreements. No in-service date has been identified for few subsequent phases of the Apex Master Plan. Additionally, the original Apex Master Plan was centered around the 69 kV to 138 kV conversion. There have been plans to convert some of the existing 69 kV system to 138 kV and some dual voltage equipment has been installed in anticipation of this conversion. These conversions have been incorporated into this updated Apex Master Plan.

The previous Apex 230 kV Master Plan was centered around the 230 kV loop which had around 850 MW capacity. Due to the addition of the 230 kV Prospector substation and growing interest in the Apex area, a plan to construct additional 230 kV substations was formed. This plan includes a 500/230 kV HGIII substation, sourced from the Lenzie – Northwest 525 kV line, that steps down the 525 kV to 230 kV. HGIII, along with Harry Allen 230 kV yard, are planned to connect to four new 230 kV Apex substations and therefore, a re-study was requested by Project Development. The study began by incorporating the forecasted distribution loads at the existing substations in the area (Gypsum and Prospector). Then, the new 230/12 kV Apex substations were added one by one, based on their priority level and reserved customer load locations. This updated Apex Master Plan develops a preliminary phasing plan for constructing specific parts of the overall Master Plan. The phasing plan identifies criteria for constructing new facilities in the Apex area. For example, if a substation served by a radial line approach and/or exceeds 60 MW, a second transmission source would be constructed to increase customer service reliability.

Table 1: Area area's projected High Voltage Distribution (HVD) load growth.

LOAD REQUEST CONTRACTED CAPACITY (MW)															
Request Stage/Year	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**
HVD Contract Capacity	14	14	19	39	44	54	79	79	104	104	104	104	104	104	104
ESA Estimated Full Buildout Load	-	7	227	607	1,002	1,417	1,637	1,782	2,057	2,057	2,057	2,057	2,057	2,057	2,057
Total Load	14	21	246	646	1,046	1,471	1,716	1,861	2,161	2,161	2,161	2,161	2,161	2,161	2,161

Total HVD Contract Capacity	90
Total ESA Full Buildout Load	2662
Total Reserved Capacity	2752
Current New HVD Customer Load	12

Table 1 shows the projected load growth in the Apex area based on High Voltage Distribution (HVD) requests and does not represent the whole load in the area as distribution level voltage loads are not included. Substations that serve distribution level voltage load include Gypsum and Prospector as well as the future Apex substations: HGIII, Sapphire, Apex SE, Apex SW, and Apex West.

Background

Originally a Master Plan detailing a 138 kV loop, a 230/138 kV transformer at Gypsum, and a 138 kV conversion of the Gypsum – Sheep Mountain – Lincoln County line had been proposed as a potential solution to serve growth in the area. Due to the increase in the size of the loads that could potentially connect in this area, the original 138 kV loop Master Plan was updated to a 230 kV loop option with the addition of two substations including the Prospector substation. This report considers these updates while also including up to 2000 MW of additional load. The Apex area location is shown in **Figure 1**.



Figure 1: Apex area's load pocket.

At the time the Apex area plan was initiated, the Apex area has yet to receive outstanding amount of load service requests such that it resulted to the original Apex Area 138 kV Master Plan, a new 138 kV loop around the Apex Industrial Park which would have consisted of:

- Two 138 kV circuits.
- Two 230/138 kV transformers.
- Three distribution substations.
- Two additional 138/69 kV transformers (Blade Runner and Speedway).
- Approximately 15 miles of 69 kV line rebuild.
- Approximately 14 miles of new 138 V line.
- Conversion of the following substations from 69 kV to 138 kV:
    - Twin Buttes
    - Blade Runner
    - Sheep Mountain
    - Apex

Existing system topology, as well as the construction of Prospector substation make a 230 kV loop in the area much more practical. A 230 kV loop would eliminate the need for the two 230/138 kV transformers, two 138/69 kV transformers, and conversion of 4 existing substations outlined in the 138 kV Master Plan option.

Future Load Growth and Associated Impacts

There has been a significant interest in development in the area recently. Many of these possible developments are large loads with high load factors (industrial master planned communities 40 MW+, data centers of 80 MW or more). The only substation in the area with available terminals and capacity to serve transmission level customers of this size is Harry Allen. The substations to serve distribution level customers are fully subscribed. Although there are available terminals and capacity, transmission routing is limited due to the crowded transmission corridor as shown in **Figure 2**.

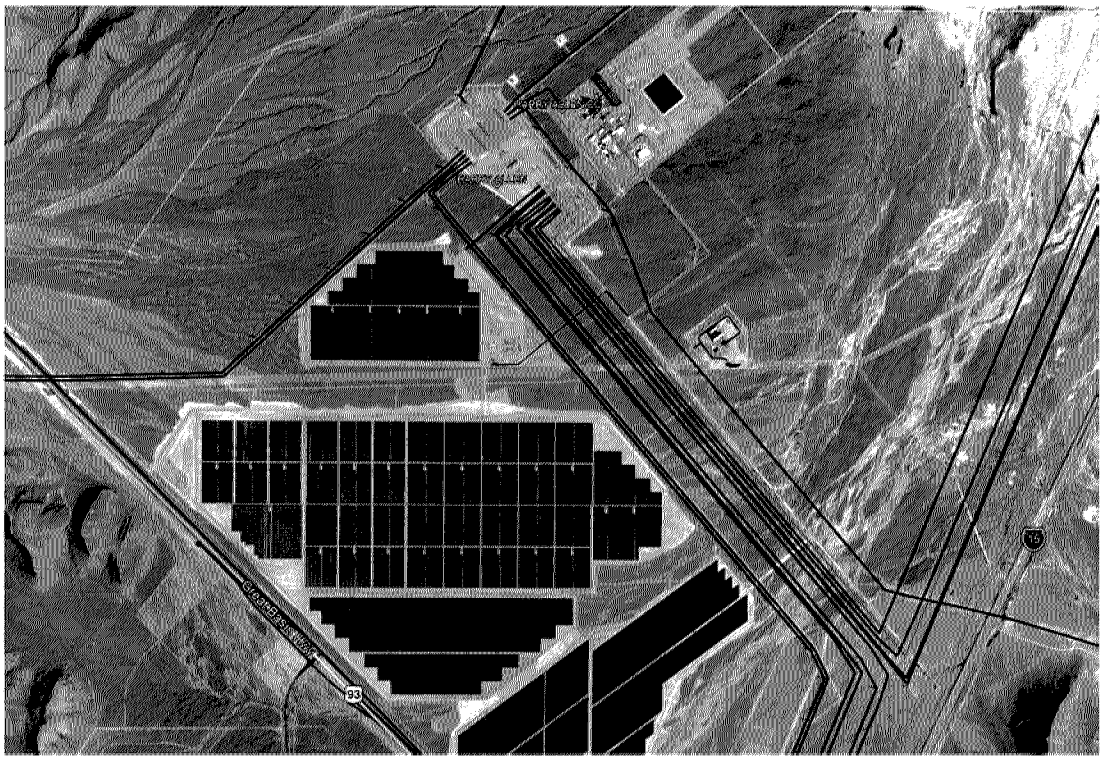


Figure 2: Harry Allen substation and the surrounding transmission corridors.

Load growth in the area may be hindered by access to 230 kV sourcing from Harry Allen substation. The updated Apex Master Plan will provide access to 230 kV sourcing for both transmission and distribution loads and will eliminate any limitations posed by lack of access to Harry Allen substation. Distribution line extensions will also be reduced by siting new Apex area substations closer to load development.

69 kV to 138 kV Conversions

There are existing plans to convert some 69 kV lines and substations in the area to 138 kV. As a part of these plans, some dual voltage equipment has been installed at the following locations:

- Speedway dual voltage transformer bank.
- Sheep Mountain dual voltage circuit breaker.
- Twin Buttes dual voltage equipment
- Blade Runner substation is a PDS.
- Nellis – Speedway line built for double circuit 138 kV capability.

Additionally, coordination with Lincoln County Power District ("LCPD") is required for this 69 kV to 138 kV conversion. The line from Sheep Mountain currently provides backup service to LCPD at 69 kV. NVE was previously informed that LCPD has converted their equipment to 138 kV and is ready to energize at 138 kV. NVE will need to confirm the facilities at the metered location are converted to 138 kV and then NVE must coordinate with LCPD to ensure a smooth transition. If LCPD will not operate at 138 kV, then for NVE to proceed with the 69 kV to 138 kV conversion the required facilities will need to be installed north of Blade Runner in order to continue service to LCPD.

As a part of the Apex Master Plan, portions of the 69 kV system will be converted to 138 kV to accommodate limited amounts of load growth. Due to the extent of the 69 kV system, the initial conversion is planned to have a demarcation point at Speedway substation. The existing 69 kV line from Speedway to the Apex area is going to be rebuilt with double 138 kV circuit with 69 kV under build structures to accommodate existing and future lines to the Apex area.

Speedway's 69 kV to 138 kV conversion will not be initiated until prior load service requests' Network Upgrades are completed. These Network Upgrades include a 138 kV line from Pecos to the new NE1 138/12 kV substation to serve 75 MW load at "Castleberry" and 100 MW load to an "HVD Customer." Andrews substation, a radial substation connected to Pecos, will be connected to NE1 to provide a second 138 kV transmission source to reliably serve approximately 175 MW total load at NE1 and future distribution voltage level loads. Subsequently, the NE1 – Speedway 138 kV line is constructed for Speedway's 138 kV energization in anticipation to providing 138 kV transmission source to LCPD. The 138 kV conversion of Speedway can be summarized with the one-line diagram shown in **Figure 3**.

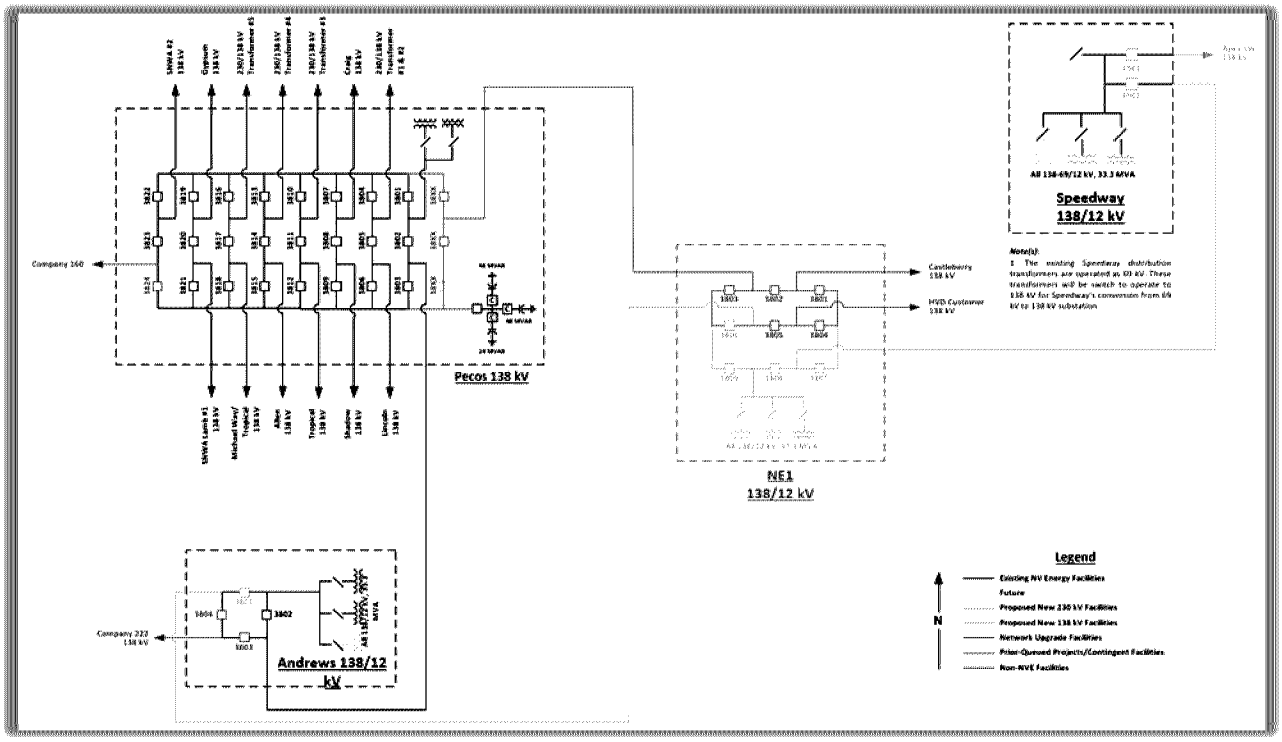


Figure 3: Single line diagram of Speedway's 69 kV to 138 kV conversion and prior-queued projects.

Since the existing 69 kV Speedway substation is the only 69 kV source that connects the Apex area to the south, Sheep Mountain, Twin Buttes, and Blade Runner will all need to be converted to 138 kV. The 69 kV line from Sheep Mountain to Blade Runner will need to be upgraded to allow Blade Runner to function as a firm service substation. However, Gypsum's 69 kV bus will not be converted to 138 kV because of the following reasons: Gypsum does not have dual voltage equipment, an HVD customer is served from Gypsum's 69 kV bus, and its growing distribution voltage level loads. To convert Gypsum's 69 kV bus to 138 kV, an extensive substation rebuild needs to take place. All 69 kV bus structures, along with the 69 kV

breakers, needs to be replaced with 138 kV structures and facilities. Consequently, the rebuild also requires the removal of the 138/69 kV autotransformer and replacing the 69/12 kV transformer with 138/12 kV transformer. Ultimately, NVE will have to provide system upgrades to serve the customer load which include rebuilding the 69 kV line, from Gypsum to Chemlime, to 138 kV and relocating the 138/69 kV autotransformer. Moreover, Distribution Planning anticipates that Gypsum's distribution banks to be maxed out and these loads would need to be temporarily served from other substations prior to Gypsum rebuild's completion. Due to the growing scope and complications of the 69 kV to 138 kV conversion at Gypsum, it is excluded in the 138 kV Master Plan.

Upgrading the 69 kV equipment to 138 kV will increase the amount of load that can be served in the Apex area, but it may not be able to support some of the large load additions that have expressed interest in the Apex area. Depending on the locations of large load additions, this 138 kV option may not provide adequate reliability since service north of Sheep Mountain would still be radial. If additional reliability is required at Blade Runner, a 138 kV line may be constructed from Apex SW to Blade Runner to provide a second 138 kV transmission source into this substation and eliminate the radial configuration of Blade Runner. To accommodate this new 138 kV line, Blade Runner will need to be rebuilt into a standard bus substation as it currently operates as a Portable Distribution Substation (PDS).

Apex 230 kV Master Plan Required Upgrades

The Apex Master Plan consists of a 230 kV loop with multiple substations strategically placed throughout. HGIII substation will accommodate the load growth interest in the central part of Apex area and will be connected to the existing Prospector substation. Initially, the loads in HGIII substation will be served radially from the Prospector 230 kV line until approximately 60 MW of loads are developed then a second 230 kV transmission source will then be constructed to reliably serve the load growth. There are two potential 230 kV transmission source planned at HGIII: the Harry Allen – Pecos 230 kV line #1 fold into Apex SE and Apex SE – HGIII 230 kV line or Lenzie – Northwest 525 kV line fold into HGIII and the installation of the 525/230 kV (3ϕ) 600 MVA autotransformer. These two alternative projects have significant scope such that their completion date does not align when HGIII reaches the 60 MW load threshold in 2026. NVE Transmission Planning recognizes the risk of a single contingency; however, NVE can shed loads until the associated facilities are recovered. As a result, radially serving these loads will be allowed until projects within this Master Plan are completed.

The Lenzie – Northwest 525 kV line fold into HGIII substation and the installation of the 525/230 kV (3ϕ) 600 MVA autotransformer will serve as an additional source to the Apex area as there is no space for another 230 kV line in the corridor from Harry Allen, past Lenzie to Northwest. The proposed HGIII single line is shown in **Figure 27** of **Appendix B**. HGIII will undertake future loads from several master planned communities in the vicinity. Another master planned customer is developing northwest of Lenzie. Once the Substation High Voltage Distribution Agreement is executed or additional customers initiate projects, the new 230/12 kV Sapphire substation with the Harry Allen – Pecos #2 line fold will be initiated. Once these substations are fully subscribed, the remaining Apex substations will be proposed.

Apex Master Plan Phases

The customer projects determine which substation it will be served from unless the nearest substation has reached its limit. The 230 kV Master Plan is designed to flexibly serve customer loads within the Apex Area. The sequence of this phasing plan is not fixed and could be rearranged and combined depending on whether the conditions detailed on each phase section are met.

The Apex Master Plan's phases are split into three categories: 525 kV, 230 kV, and 138 kV and each of their phases are labeled X.Y.Z, respectively.

Phase 1.0.0: Company 230/231 Phase 1 Requirements

Company 230/231 requested to interconnect 444 MW of gas turbine units at Silverhawk substation. After Company 230/231's Large Generator Interconnection Agreement (LGIA) was executed, they requested for Provisional Service in Q3 2024. To accommodate the request, a single 525 kV breaker is installed along with the associated bus work. **Figure 4** shows a one-line of the planned projects at Harry Allen and Silverhawk substations.

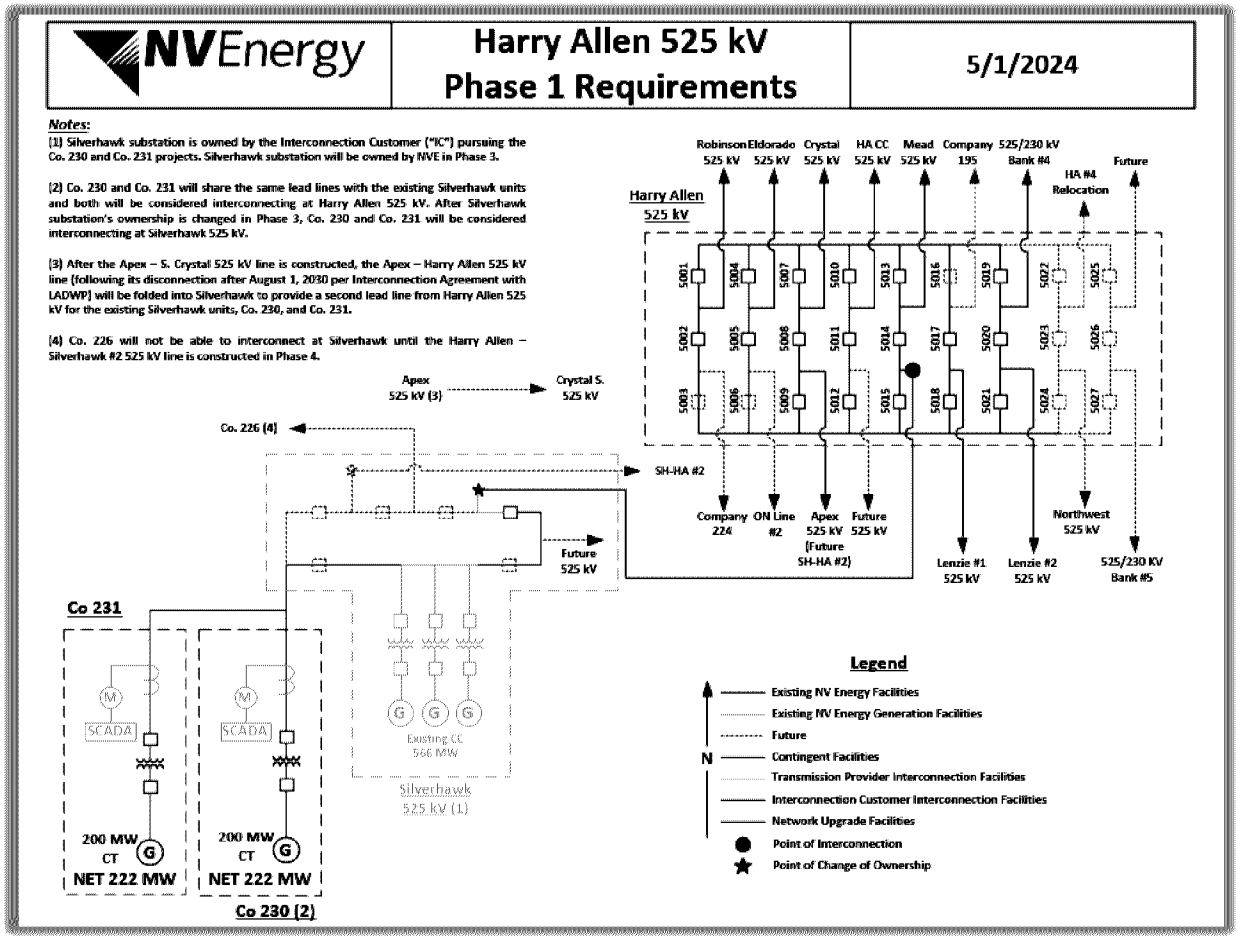


Figure 4: Harry Allen and Silverhawk 525 kV one-line diagram detailing Company 230/231's Phase 1 requirements.

Phase 2.0.0: Company 230/231 Phase 2 Requirements

As part of Company 230/231's Provisional Large Generator Interconnection Agreement (PLGIA), Company 230/231 has taken the self-build option to expand Silverhawk substation into a 525 kV ring bus in preparation to their projects' future Network Upgrades, specifically, the Harry Allen – Silverhawk 525 kV line after re-terminating of Apex – Harry Allen 525 kV line to Silverhawk. The general scope of the bus expansion is shown in **Figure 5**. Further explanation on the Harry Allen – Silverhawk 525 kV line is detailed on *Phase 3.2.2*.

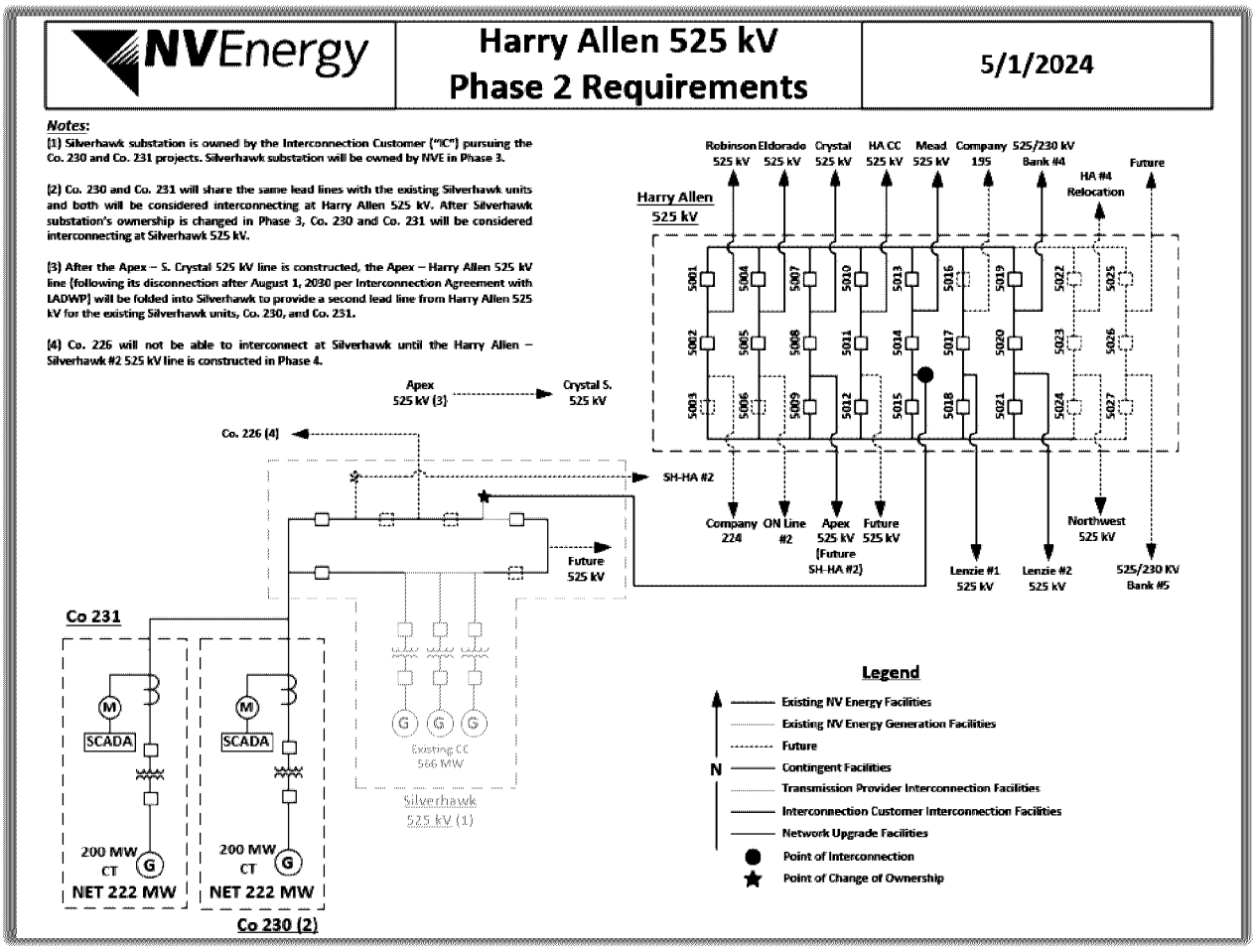


Figure 5: Harry Allen and Silverhawk 525 kV one-line diagram detailing Company 230/231's Phase 2 requirements.

Phase 2.1.0: HGIII 230/12 kV Substation

Initially, the 230 kV yard of HGIII substation and the HGIII – Prospector 230 kV line would be constructed for small loads in the area (**Figure 6**, orange lines). Apex Central will serve these loads radially until the overall load in the substation exceeds 60 MW. See *Phase 3.3.2* and *Phase 4.5.5* for the proposed upgrades at HGIII when its 60 MW overall load condition is met.

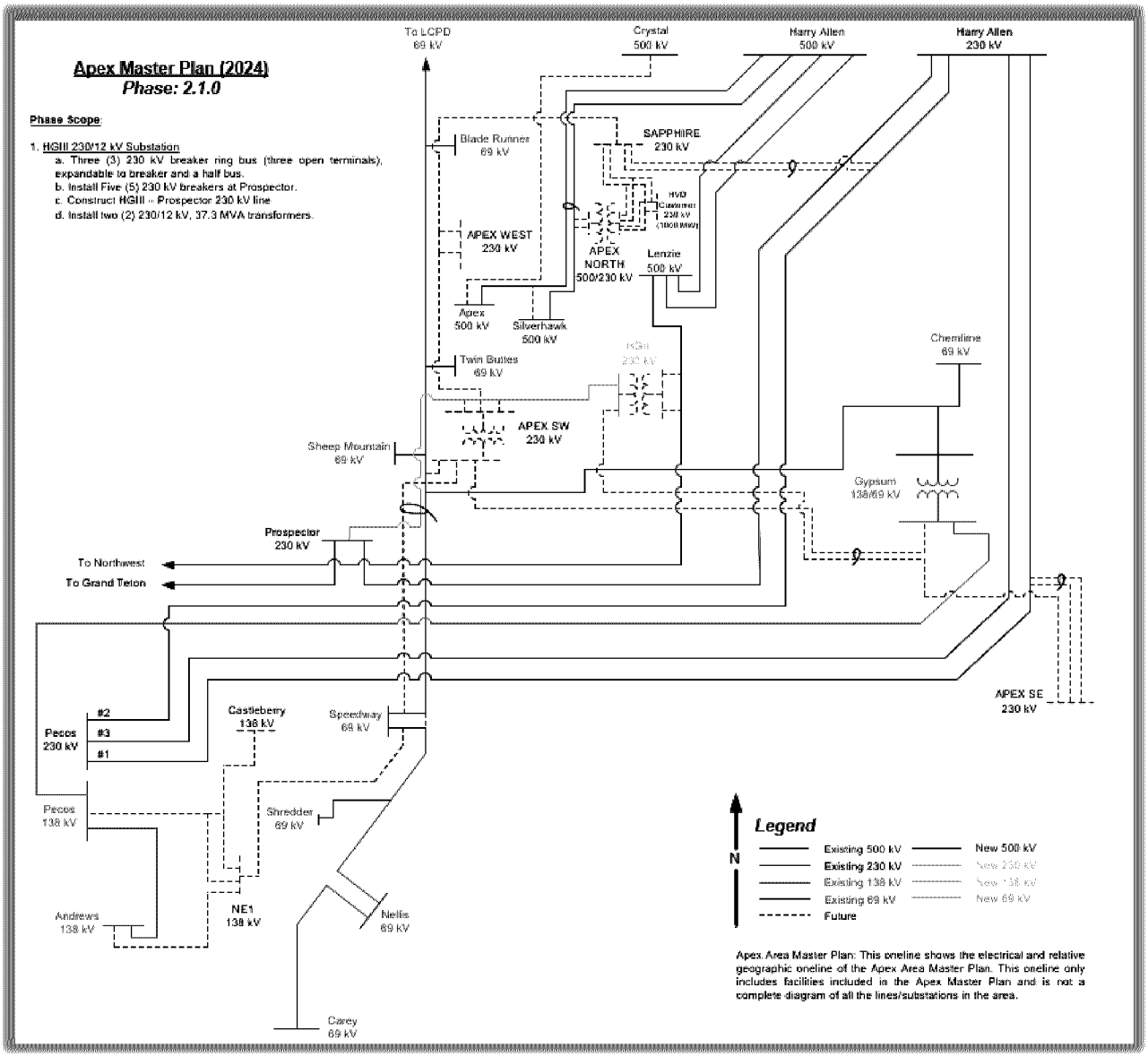


Figure 6: Phase 2.1.0 One-line Diagram – Construction of HGIII 230 kV substation and HGIII – Prospector 230 kV line (orange line).

Phase 2.1.1: Castleberry 138 kV HVD Loads

NVE received a load service request for a total of 75 MW that will be radially served from Pecos 138 kV bus through the new Castleberry – Pecos 138 kV line. **Figure 7** shows Phase 2.1.1's Network Upgrades and its overall scope. While this amount of load exceeds the 60 MW threshold such that it will require a second 138 kV transmission source, Castleberry is a customer owned substation and a second 138 kV transmission line can be accommodated if the customer requested for a redundant line through the Rule 9 service's process. However, the future Phase 2.2.2 describes an alternative solution to address the

mentioned reliability issue that aligns with the overall Apex Master Plan's objective on accommodating the load growth in the Apex area.

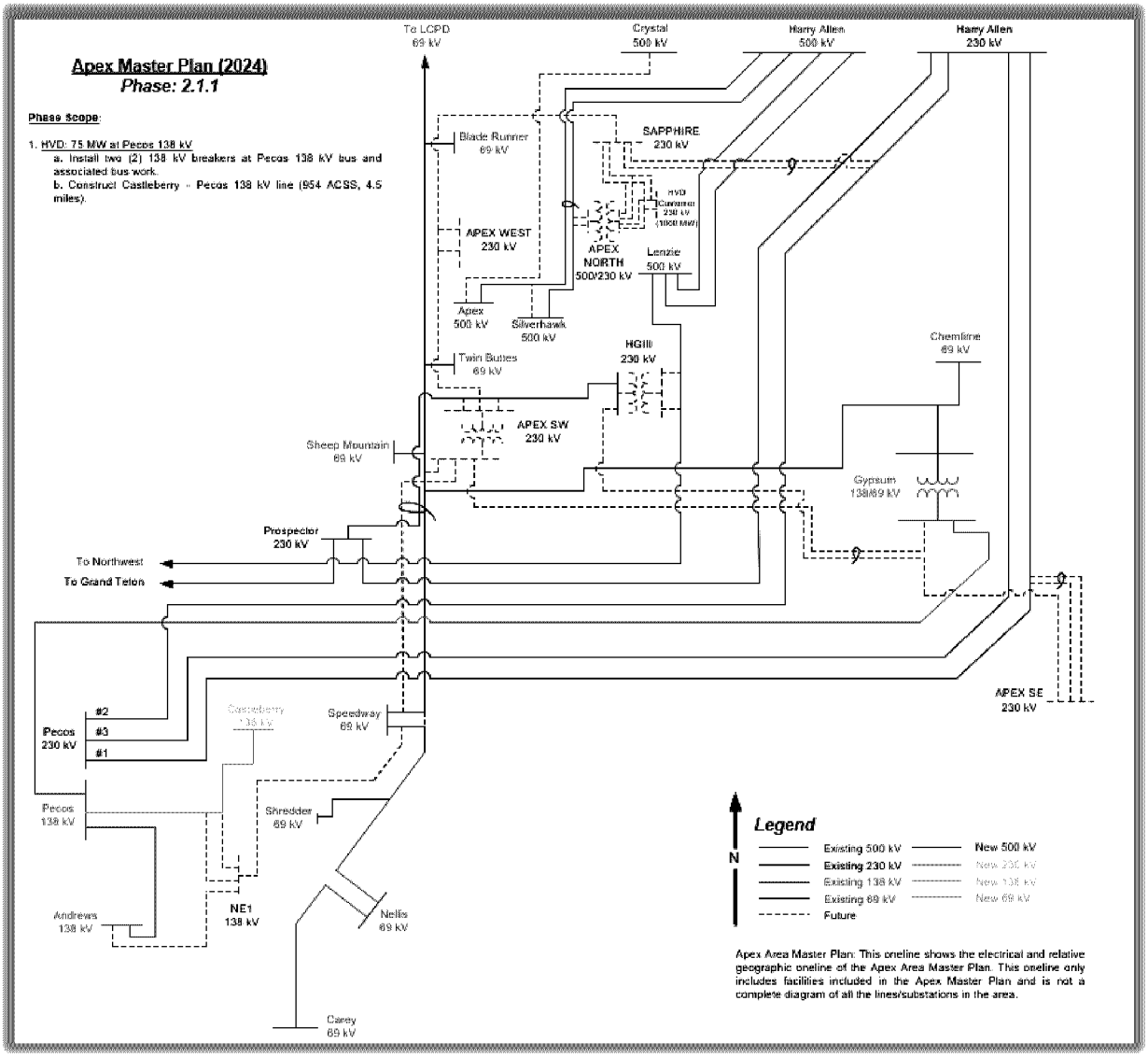


Figure 7: Phase 2.1.1 One-line Diagram – Construction of Castleberry – Pecos 138 kV line to serve an HVD customer (green lines).

Phase 2.2.1: Sapphire 230/12 kV Substation

Phase 2.2.1 of the Apex Master Plan refers to the Harry Allen – Pecos 230 kV line #2 fold into the new Sapphire 230 kV substation. This substation is called out to accommodate the growing load in the eastern part of the Apex area. The Harry Allen – Sapphire 230 kV line provides the shortest path (least impedance) from Harry Allen's generation units that would serve the Apex loads. As a result, power will mostly flow into this line, and it will be vulnerable to reaching its capacity (860 MVA) once significant loads appear in the Apex area, most notably the 1000 MW HVD request from Sapphire. The existing transmission system

will not be able to readily serve this massive load request and will require the reconductor of the Harry Allen – Pecos 230 kV line #2 from double 954 ACSR to double 1026 ACCC (3466 A, 1,380.76 MVA-bundled). Moreover, this spot load will create restrictions on other Apex Substation so NVE plans to only serve approximately 500 MW for this customer until 525 kV sources is implemented so that NVE can accommodate existing and future loads in the Apex area. The scope of the 525 kV source is described in Phase 5.5.5. **Figure 8** encapsulates the scope for Sapphire in a list and in presentation as denoted by the orange lines.

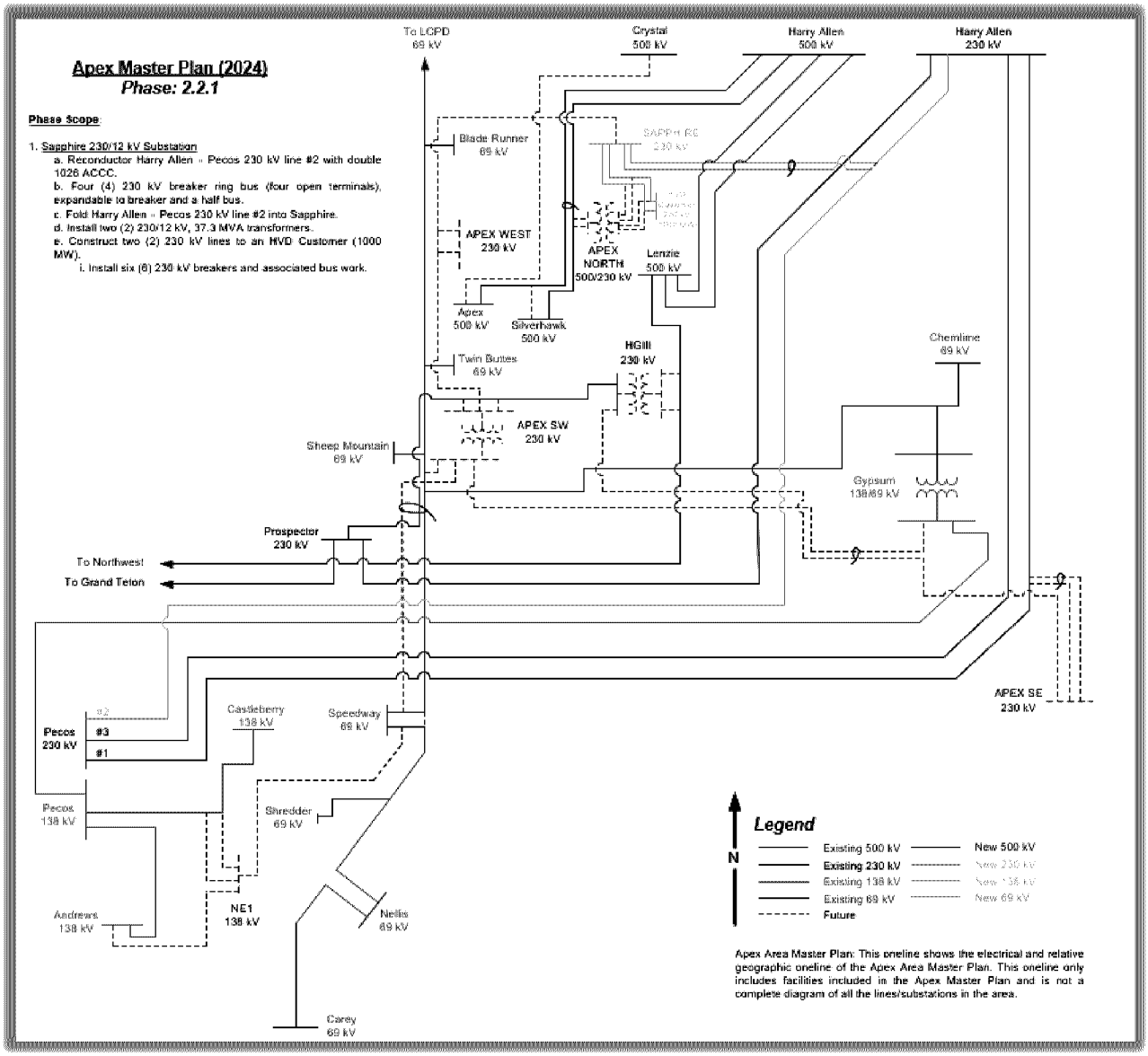


Figure 8: Phase 2.2.1 One-line Diagram – Construction of Sapphire 230 kV substation and Harry Allen – Pecos 230 kV line #2's reconductor and fold into Sapphire (orange lines).

Phase 2.2.2: NE1 138/12 kV Substation

NVE received an HVD load service request for a total of 100 MW in the northern Las Vegas area. As part of the agreement with the customer, a new NE1 138 kV substation is constructed to re-locate the previous Castleberry – Pecos 138 kV line into NE1 substation (NE1 – Pecos 138 kV line).

Andrews substation is a distribution substation radially served from Pecos 138 kV. Once the load at Andrews reaches 60 MW, a second 138 kV transmission source is required to reliably serve the loads. The new Andrews – NE1 138 kV line is constructed to create a 138 kV loop with Andrews and NE1 substations. **Figure 9** shows Phase 2.2.2's Network Upgrades and its overall scope.

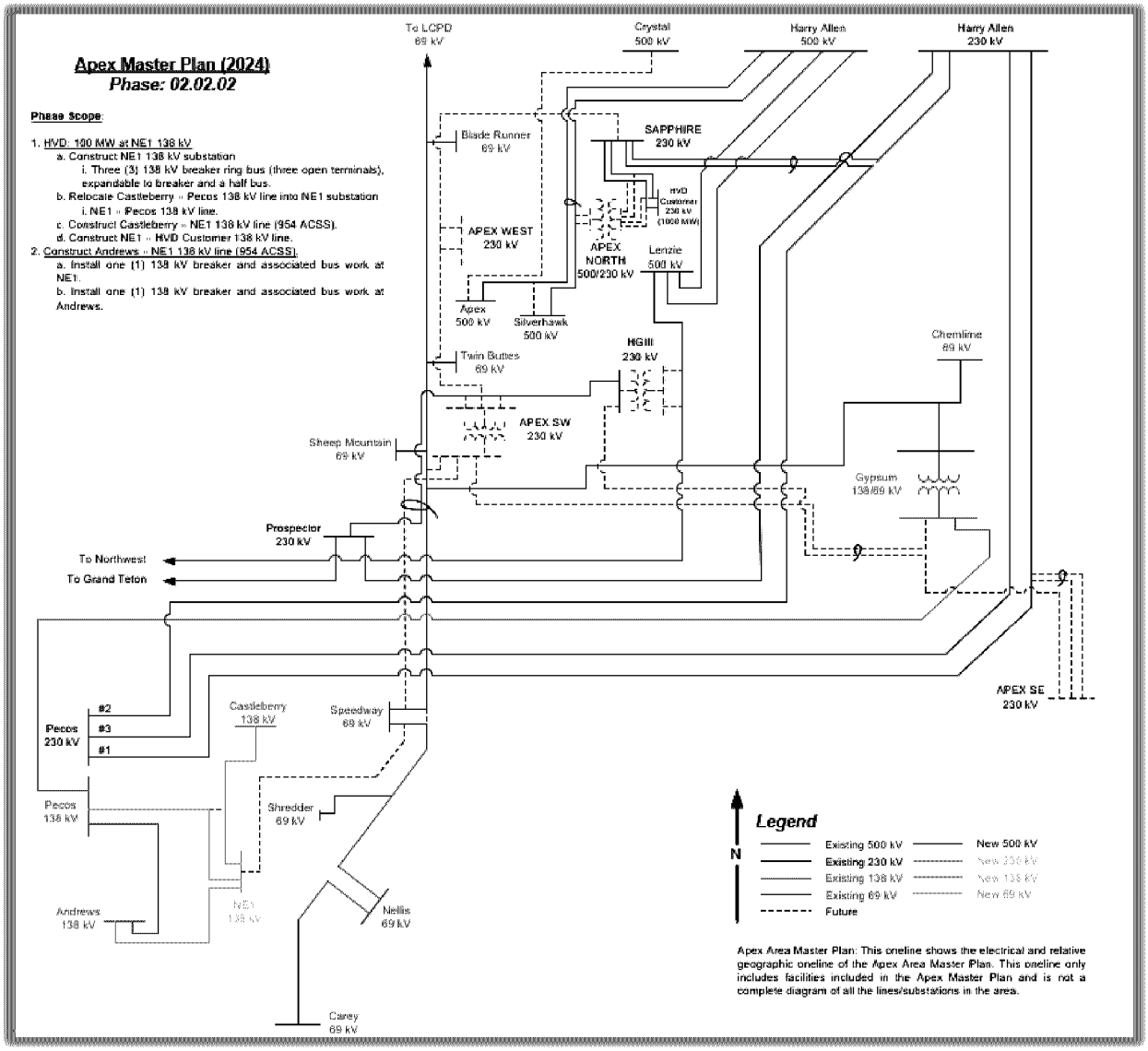


Figure 9: Phase 2.2.2 One-line Diagram – Construction of NE1 substation and associated 138 kV lines (green lines).

Phase 3.2.2: Apex – S. Crystal 525 kV Line

Los Angeles Department of Water and Power (LADWP) plans to construct the Apex – S. Crystal 525 kV line. As part of the Interconnection Agreement with LADWP, the Apex – Harry Allen 525 kV line will not be disconnected until August 1, 2030. Afterwards, the existing structures used for the previous Apex – Harry Allen 525 kV line will used to construct the Harry Allen – Silverhawk 525 kV line #2 under Company 230/231's Interconnection Requirements. This new 525 kV line was proposed to provide a second generator lead line at Silverhawk as the total generation exceeds 600 MW on a single generator lead line per NVE standards and practices. **Figure 10** shows Phase 2.2.3's overall one-line diagram and lists the scope at S. Crystal 525 kV bus to integrate the Apex – S. Crystal 525 kV line.

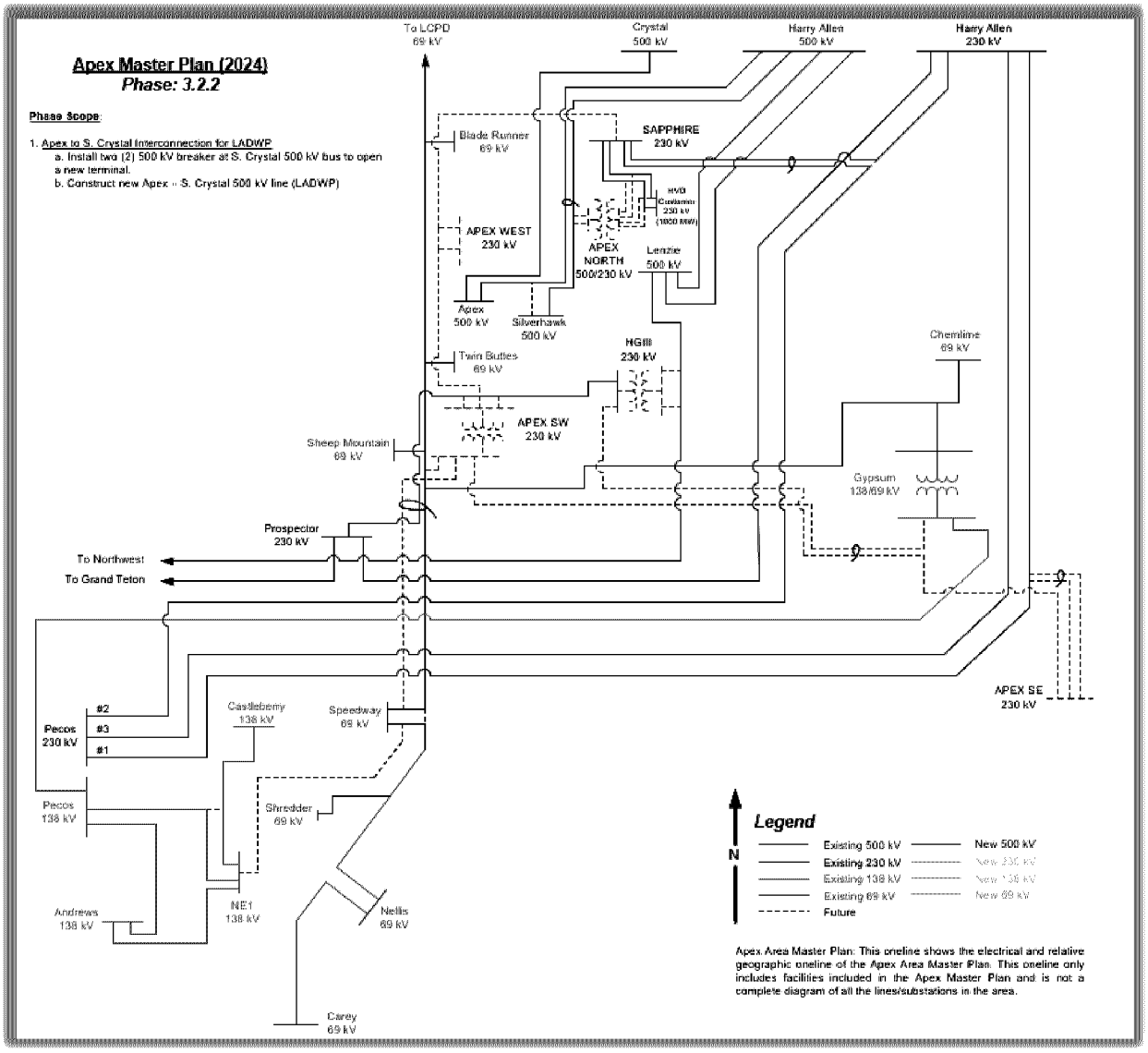


Figure 10: Phase 3.2.2 One-line Diagram – Construction of the Apex – S. Crystal 525 kV line (purple line).

Phase 3.3.2: Apex SE 230/12 kV Substation

The new Apex SE 230/12 kV substation, energized by folding the Harry Allen – Pecos 230 kV line #1, is proposed to serve an HVD customer (550 MW) located south of Gypsum substation. Similar to Sapphire, there are significant amount of HVD load requests at Apex SE prompting the reconductor of the Harry Allen – Pecos 230 kV line #1 from double 954 ACSR to double 10266 ACCC (3466 A, 1,380.76 MVA-bundled). Depending on the amount of load served from Apex SE, the reconductor of Harry Allen – Pecos 230 kV line #3 and Harry Allen – Prospector 230 kV line may also be required to accommodate all the requests. The Transmission Service load study associated with these requests will identify which projects will require these reconductor projects as well as their preliminary schedules. In addition, the Apex SE – HGIII 230 kV line is proposed to provide a second 230 kV transmission source to HGIII. **Figure 11** shows the scoped facilities for Phase 3.3.2 which are presented in orange lines.

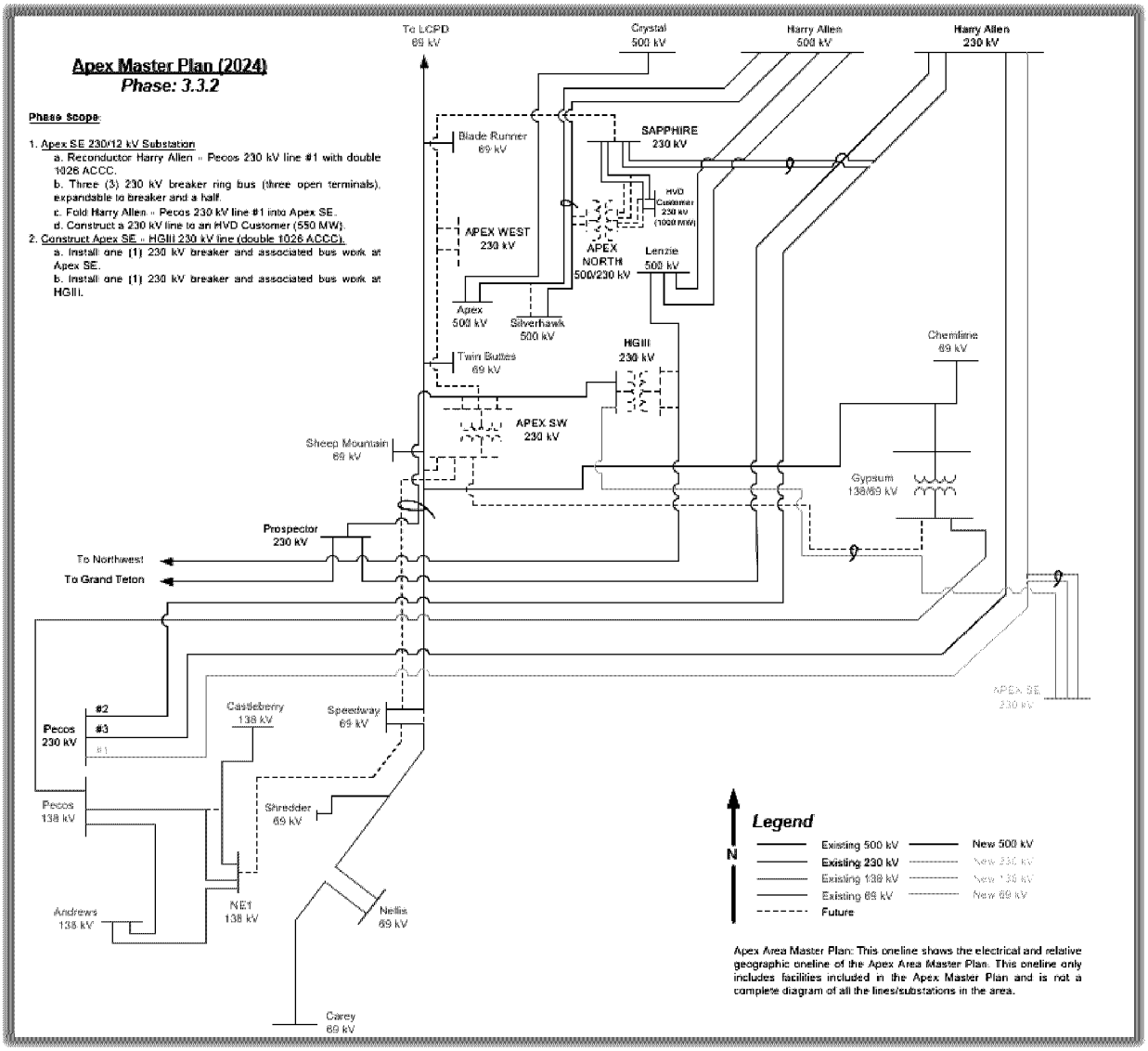


Figure 11: Phase 3.3.2 One-line Diagram – Construction of Apex SE 230 kV substation and Harry Allen – Pecos 230 kV line #1 reconductor and fold into Apex SE (orange lines).

Phase 3.3.3: Speedway 138 kV Conversion

Speedway substation's conversion from 69 kV to 138 kV is done by removing Speedway's connection to Gypsum and Nellis and operating its dual-voltage equipment to 138 kV prior to the construction of the NE1 – Speedway 138 kV line.

The conversion of Speedway from 69 kV to 138 kV substation is planned to smoothen the transition when LCPD requests for a backup 138 kV transmission source. The existing LCPD 69 kV line is the third line on the Gypsum tap between the 6.5-mile line between Gypsum and Speedway. By converting Speedway to 138 kV, a 138 kV transmission source is brought closer to the Apex area and shortens the line length requirement for a new 138 kV line (future Apex SW – Speedway 138 kV line) from northern Las Vegas and the Apex area. **Figure 12** details the scope for Speedway substation's 138 kV conversion.

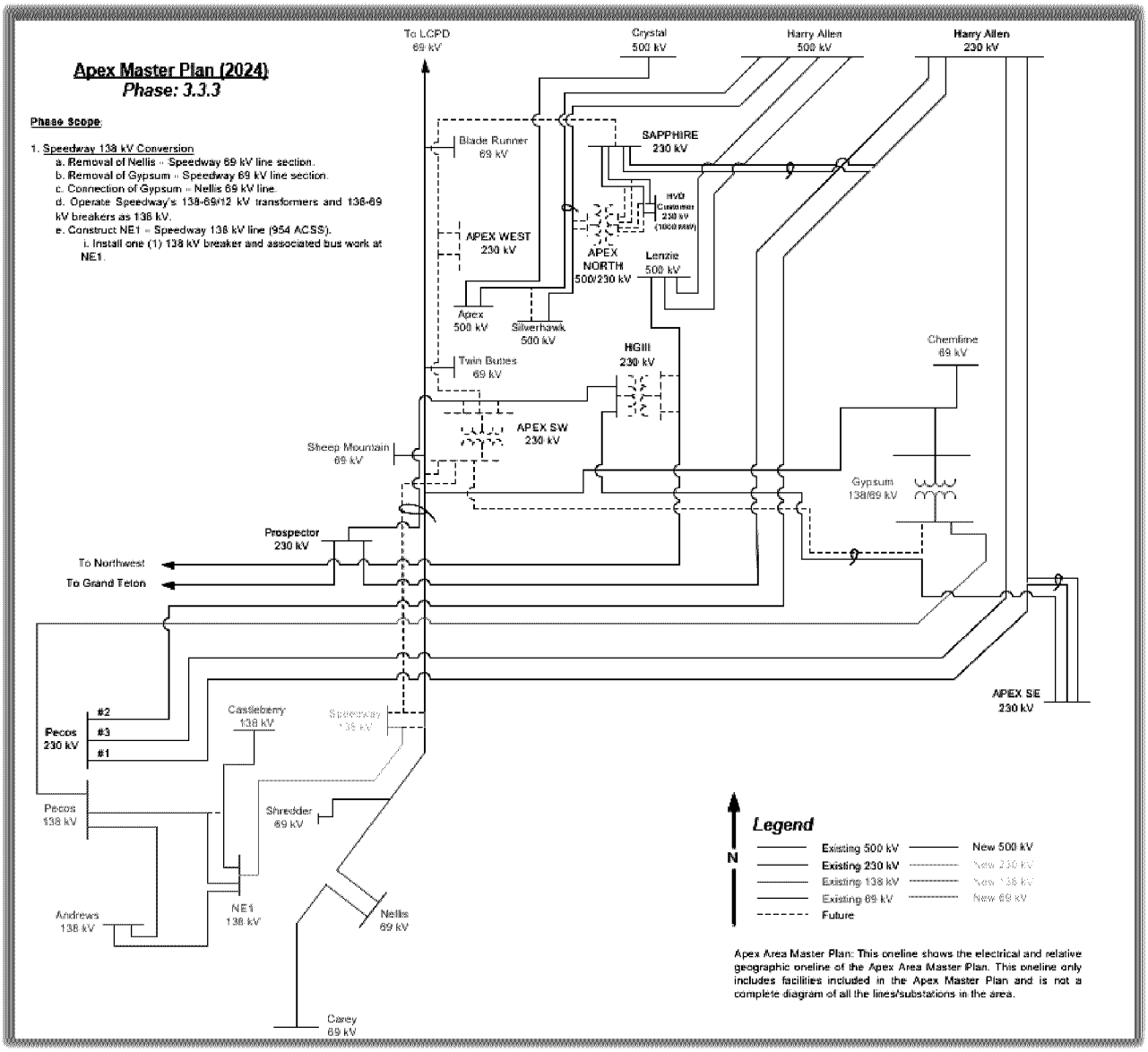


Figure 12: Phase 3.3.3 One-line Diagram – Speedway substation's 138 kV conversion one-line (green lines).

Phase 3.3.4: LCPD 138 kV Line Conversion

Phase 3.3.4 refers to rebuilding the Sheep Mountain – Twin Buttes – Blade Runner – LCPD line to 138 kV specifications (replacement of fifteen deteriorated wood H-frames with steel) and by reconductoring 5-mile line from #4 Copper to 336 ACSR. Moreover, the service provided to the customer from Blade Runner, an existing Portable Distribution Substation (PDS), is changed from non-firm service to firm service. The facilities at Sheep Mountain, Twin Buttes, and Blade Runner would also need to be operated at 138 kV to re-energize these substations from the new 138 kV line. Subsequently, Speedway can be re-connected to Sheep Mountain via Speedway – Sheep Mountain 138 kV line. **Figure 13** provides a list of the overall scope to complete LCPD's 138 kV line conversion.

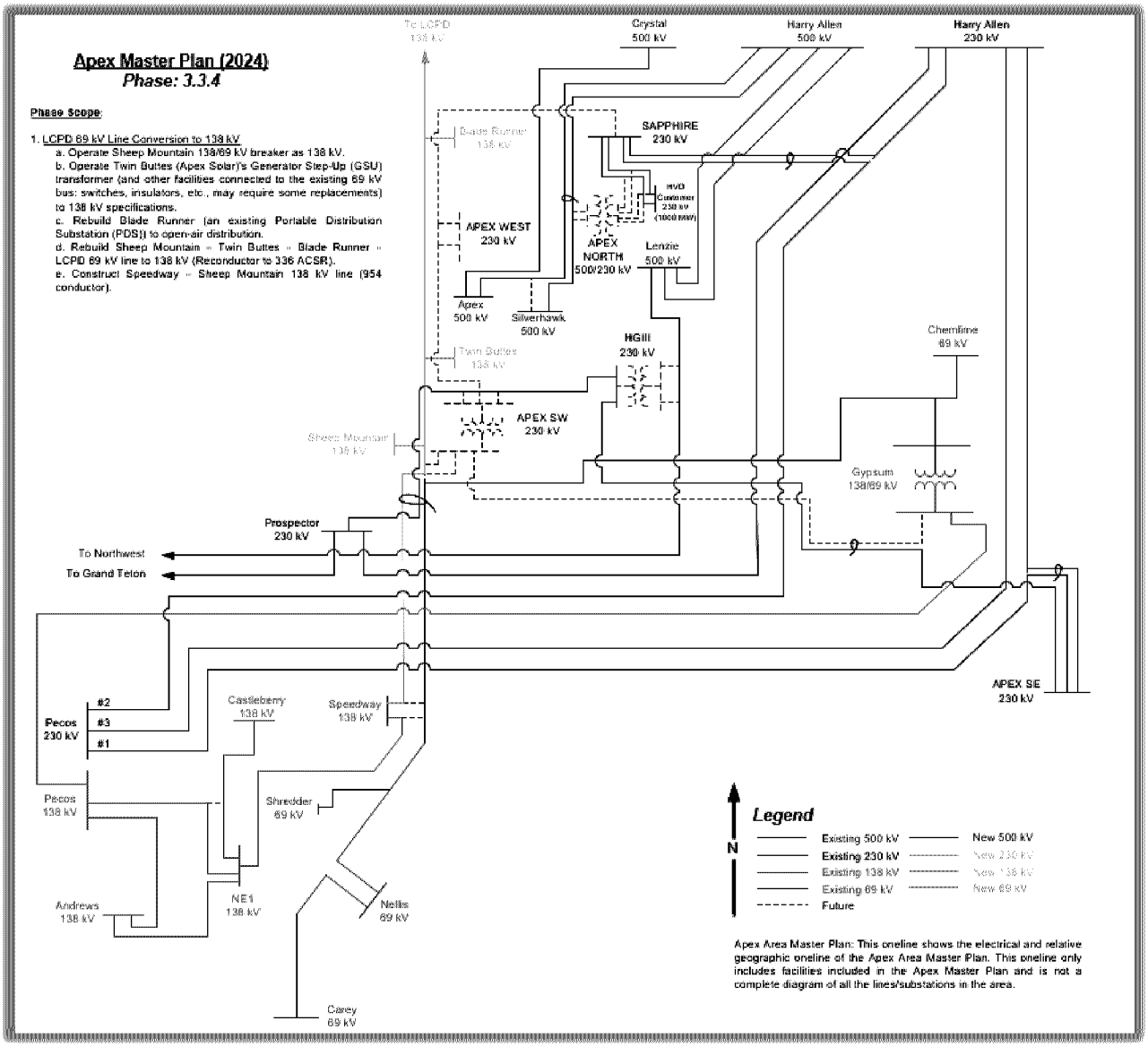


Figure 13: Phase 3.3.4 One-line Diagram – LCPD 138 kV line conversion one-line (green lines).

Phase 3.4.4: Apex SW 230/12 kV Substation

When loads in the western area of Apex begin to develop, the HGIII – Prospector 230 kV line will be folded into the new 230 kV Apex SW substation (**Figure 14**, orange lines). Apex SW will be constructed before Apex West to efficiently present a phasing plan. By doing so, the Apex West line will be able to terminate at Apex SW. In the scenario that Apex West is built before Apex SW, the line would require it to either terminate at HGIII or Prospector to avoid a T-line structure. This alternate phase plan would have line sections that would be unused once it re-terminates at Apex SW. Therefore, it was deemed necessary that Apex SW be built first for efficiency.

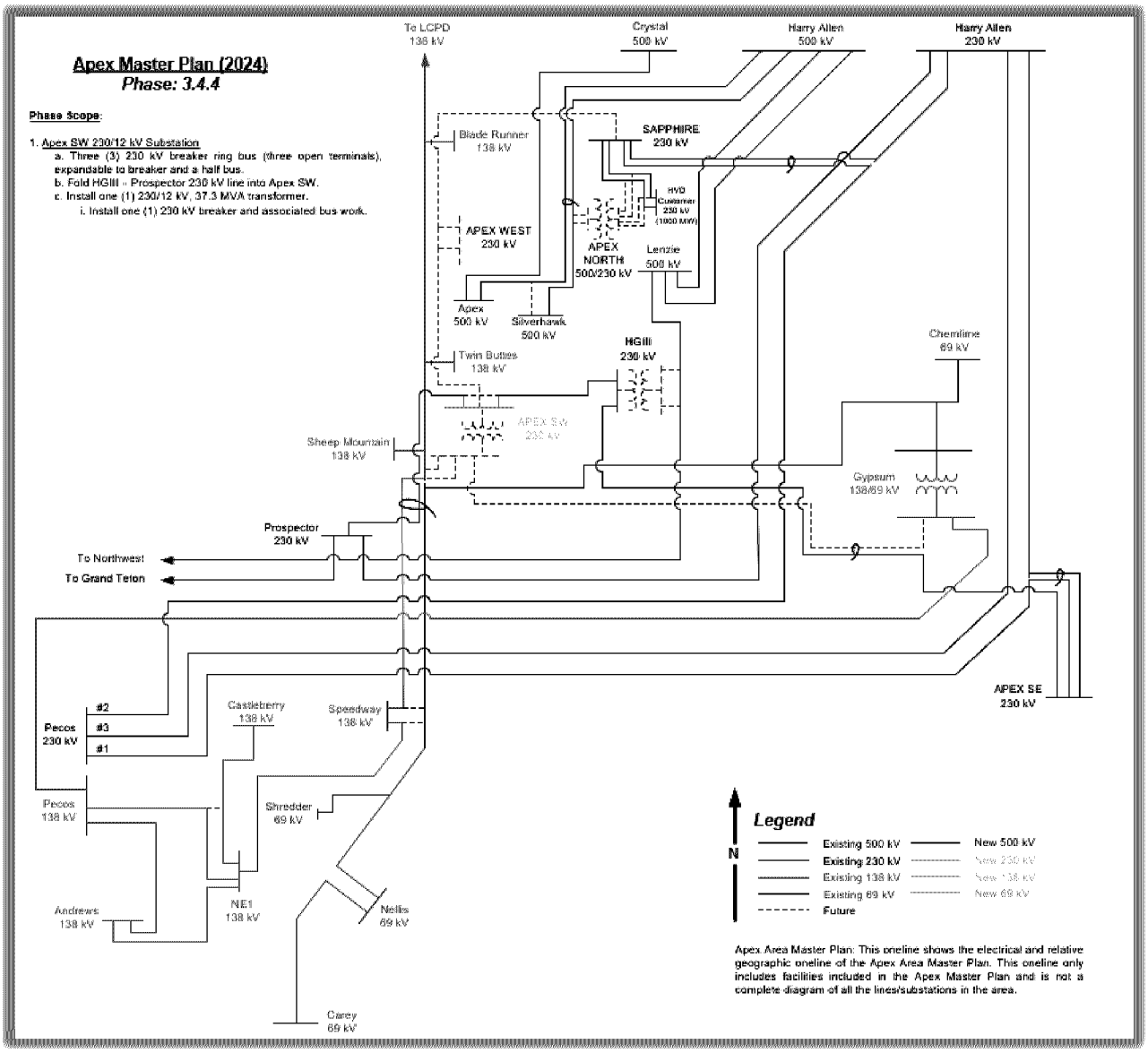


Figure 14: Phase 3.4.4 One-line Diagram – Construction of Apex SW 230 kV substation and HGIII – Prospector 230 kV line fold into Apex SW (orange lines).

Phase 3.4.5: Apex SW 138 kV Yard

The addition of Apex SW 138 kV yard provides an alternative 138 kV transmission source to the Speedway and NE1 loads and would lessen the previously observed heavy loading on the Pecos transformers. Furthermore, the Apex SW will provide a more suitable line route for the Gypsum – Pecos 138 kV line #2 that was called out by Company 205. The 138 kV loop that Apex SW 138 kV yard creates strengthens and stabilizes the voltage level as more loads are put on the 138 kV system. **Figure 15** presents a one-line diagram of constructing Apex SW's 138 kV yard (denoted by green lines) and lists its scope.

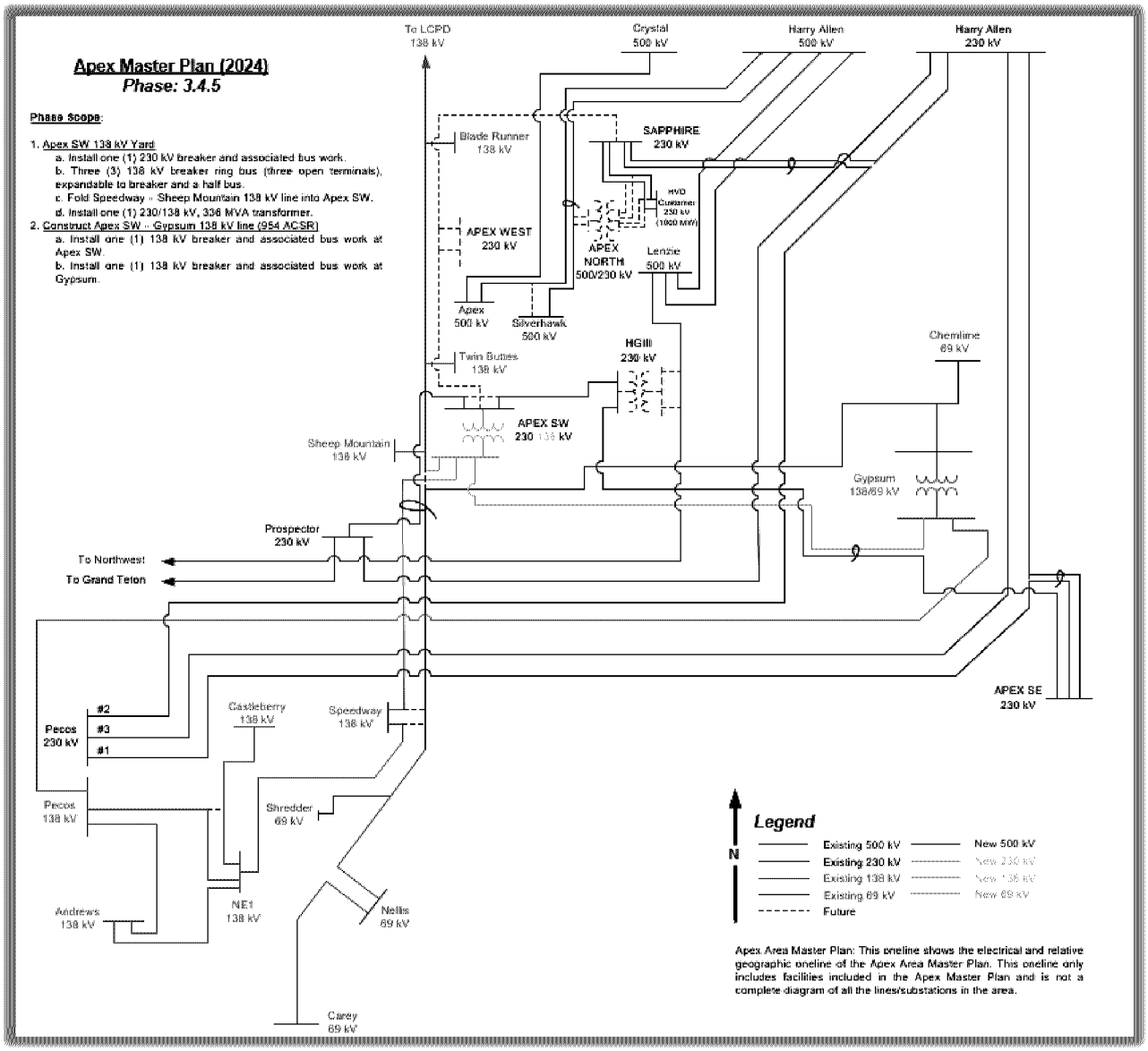


Figure 15: Phase 3.4.5 One-line Diagram – Construction of Apex SW 138 kV yard and associated facilities (green lines).

Phase 3.5.5: Apex West 230/12 kV Substation

Apex West will be constructed to support Apex SW in serving the growing customer loads in the western Apex area (**Figure 16**, orange lines). The Apex West – Sapphire and Apex SW – Apex West 230 kV lines are constructed to loop Apex West to the rest of the new Apex 230 kV substations. Both Apex SW and Sapphire requires additional facilities such as 230 kV breaker installations to open new line terminals for these new 230 kV lines. Depending on the amount of distribution level loads, additional terminals at Apex West may be added to connect new distribution banks.

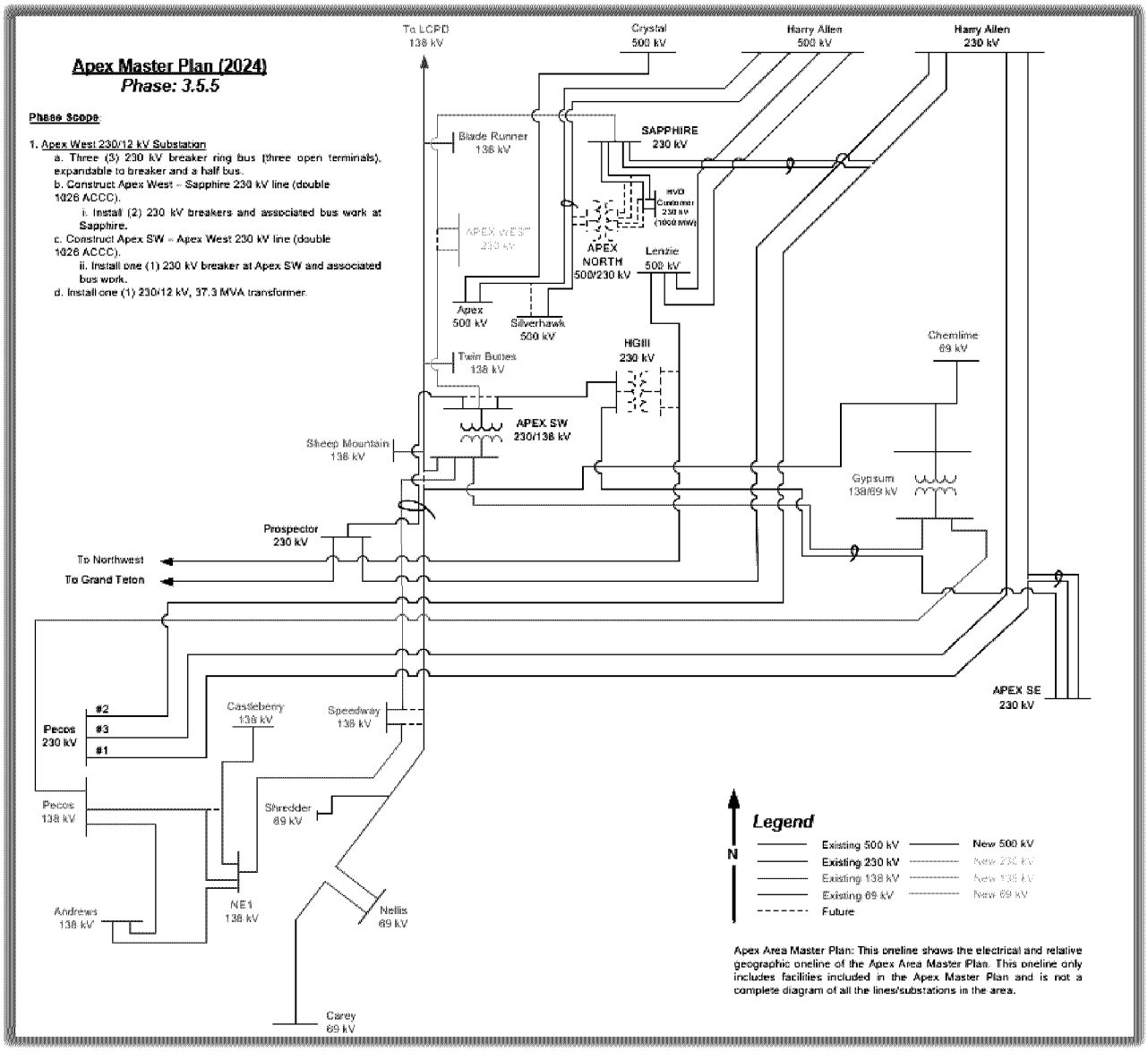


Figure 16: Phase 3.5.5 One-line Diagram – Construction of Apex West 230 kV substation and its associated 230 kV lines (orange lines).

Phase 4.5.5: HGIII 525 kV Yard

The line fold of Lenzie – Northwest 525 kV line and the installation of the 525/230 kV, (3ϕ) 600 MVA autotransformer would be required when the load at Apex Central exceeds 500 MW. These upgrades would also address the contingency regarding the loss of the HGIII – Prospector 230 kV line by adding a second 230 kV source from the autotransformer. Moreover, the fold of the 525 kV line will give the Apex area another source of generation and voltage stability from the Lenzie generator units, an essential role in the growing load in the Apex area.

The Harry Allen – Silverhawk 525 kV line is expected to be completed after August 1, 2030 which is around when HGIII 525 kV yard is anticipated to be required. Both HGIII 525 kV yard expansion and the Harry Allen – Silverhawk 525 kV line #2 are presented in **Figure 17** along with each project's scopes.

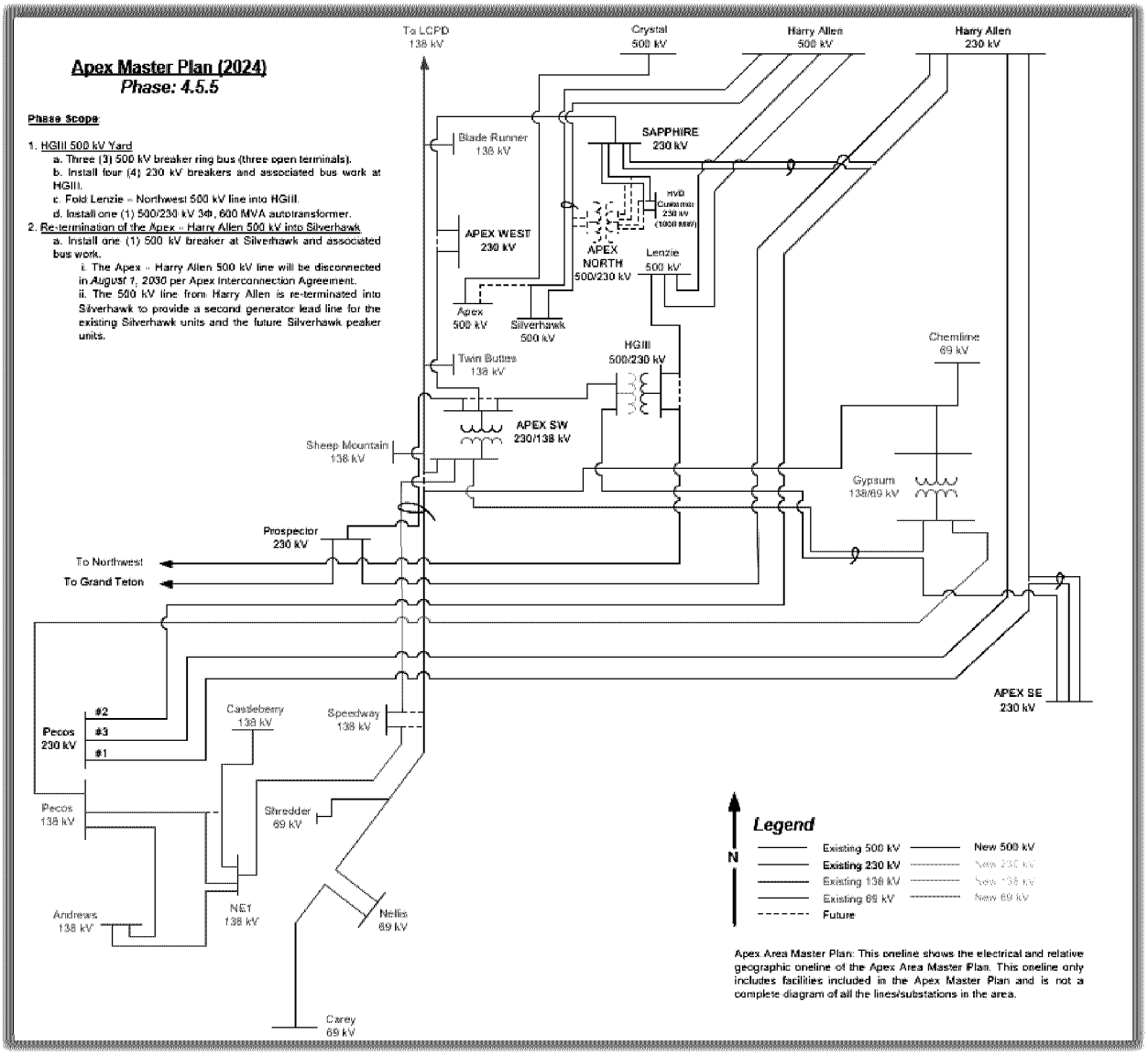


Figure 17: Phase 4.5.5 One-line Diagram – The Lenzie – Northwest 525 kV line fold into HGIII and the installation of the HGIII 500/230 kV, (3ϕ) 600 MVA autotransformer.

Phase 5.5.5: Apex North 500/230 kV Substation

According to the HVD customer who requested 1000 MW load service at Sapphire, their facility would reach their maximum requested load in 2032. Due to the nature of the size of the load request in one location, it creates restrictions to the rest of the Apex area under certain contingencies. In addition, this amount of load is preferred to be connected on a 525 kV system. As a result, NVE proposes to fold one of the Harry Allen – Silverhawk 525 kV line and install four (4) 525/230 kV, (1ϕ) 1500 MVA autotransformers in the new Apex North substation to provide direct and strong generation sources (**Figure 18**). This plan would significantly offload the 230 kV system and allow more loads in other Apex substations.

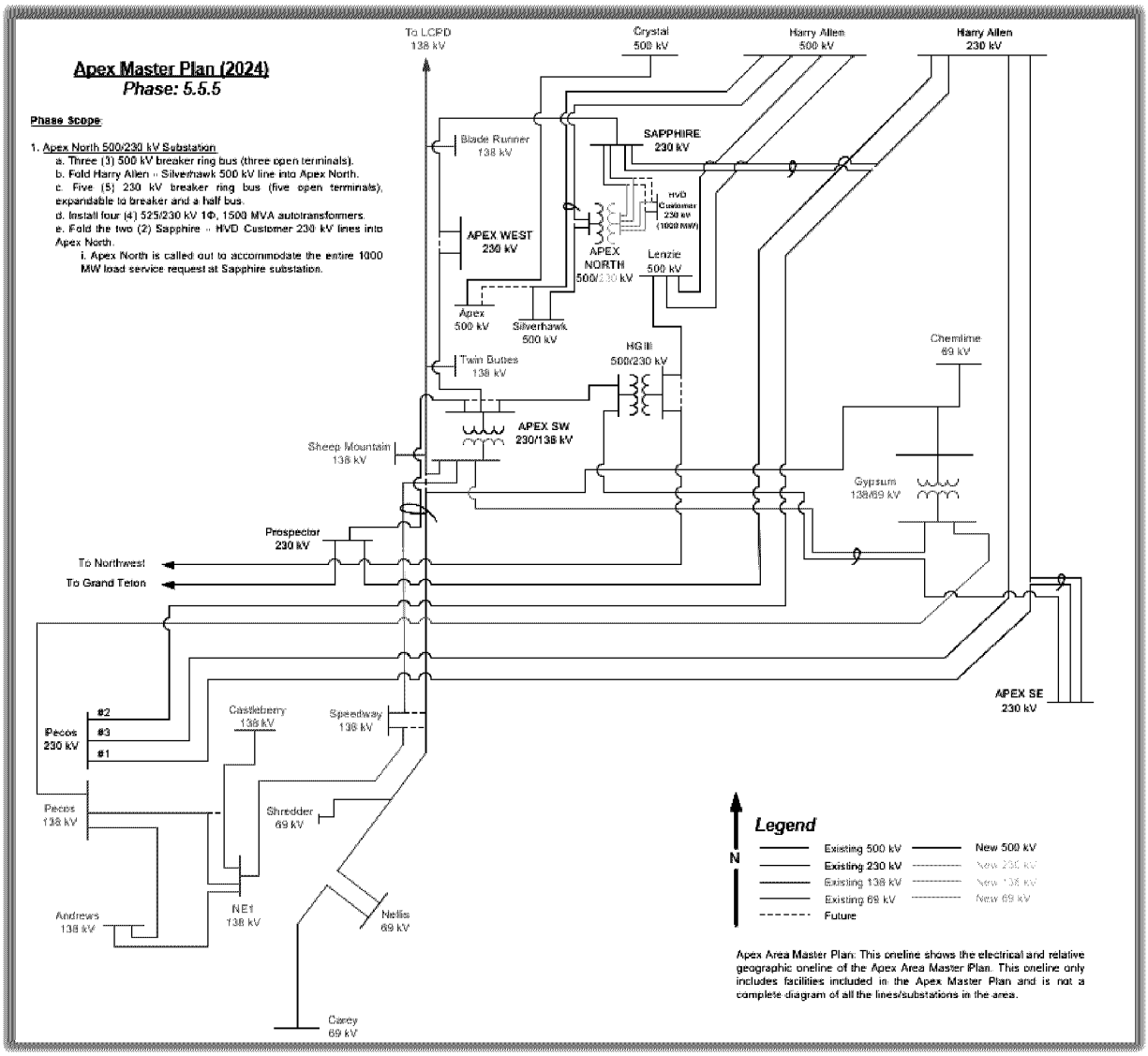


Figure 18: Phase 5.5.5 One-line Diagram – The Harry Allen – Silverhawk 525 kV line fold into Apex North and the installation of four 500/230 kV, (1ϕ) 1500 MVA autotransformers.

The phasing plan was developed in relation to the load forecast at the time of this Master Plan's restudy. The load forecast shows major interest in HGIII and Sapphire along with the existing Prospector and Gypsum substations. After Gypsum's distribution feeders are subscribed, HGIII will take on to serving 56.7 MVA during its operational date of 2025. However, Distribution Planning forecasted for HGIII to exceed the 60 MW threshold in 2027 and it does not provide adequate time to complete the master planned projects that would provide a second transmission source to HGIII. NVE Transmission Planning recognizes the risk of proceeding with a radial line serving more than 60 MW until the master planned projects are completed.

Apart from HGIII, Sapphire, and Apex SE, there were no load customers that were assigned to Apex SW and Apex West. Therefore, the loads between these Apex substations were distributed evenly and were added sequentially to the model for study purposes only. Apex North substation is mainly called out to accommodate the entire 1000 MW load service request at Sapphire. This sequence and the requirements for each phase may change depending on the customer's actual load location.

Apex Master Plan Distribution Substations

There are currently three substations serving the area and this report identifies future plans to add an additional 3-5 new substations to support the potential load growth for the area. Distribution Planning has developed an Area of Influence (AOI) analysis to support the need for the additional distribution substations.

Gypsum:

- This is an existing 69/12 kV substation with an ultimate buildout to 67.2 MVA to serve the central part of the Apex area. It currently has one 22.4 MVA bank with budget jobs calling for the next two transformers within the next ten years. This substation has been identified to possibly upgrade from 69 kV to 138 kV. If that were to happen, the substation would increase its ultimate buildout from 67.2 MVA to 100 MVA.
- The addition of a 24 MVAR capacitor bank at Gypsum would resolve the existing under voltage issues in the 69 kV system. The capacitor bank would act as an interim solution until the 69 kV to 138 kV conversion and the addition of the second 138/69 kV autotransformer.

Blade Runner:

- This is a 69/12 kV Portable Distribution Substation with an ultimate capacity of 28 MVA from two distribution feeders. It is currently a non-firm service due to an agreement with Lincoln County to provide emergency service. The original plan was to replace the PDS and serve this site with a 138/12 kV substation with an ultimate buildout to 100 MVA to serve the northwest part of the Apex area. With the new 230 kV loop, this substation will be converted to 230/12kV (Apex West) if property is available to purchase for the conversion.

Prospector:

- This is a newly built 230/12 kV substation with an ultimate buildout to 100 MVA to serve the south part of the Apex area. There is 87 MVA already reserved for future customers.

HGIII [Link Code: **B5J**, ISD: 12/15/2025]:

- This will be a 500/230/12 kV substation with an ultimate buildout to 200 MVA to serve the central part of the Apex area. The Prospector – HGIII 230 kV radial line will energize this substation. In the future the Lenzie – Northwest 525 kV line is folded into this substation. HGIII is ultimately planned to have a three-breaker ring 525 kV yard (due to the site restrictions) and an expandable breaker and a half 230 kV yard. The 525 kV is stepped down by a 500/230 kV, 600 MVA autotransformer. Since HGIII is planned to have a 200 MVA capacity to serve distribution load, it will contain six (6) 230/12 kV, 37 MVA transformers and additional two (2) transformer banks for back-up service.

Sapphire [Link Code: **AX4**, ISD: 02/06/2026]:

- This will be a 230/12 kV substation with an ultimate buildout to 140 MVA to serve the eastern part of the Apex area. The Sapphire substation is energized by folding the Harry Allen – Pecos #2 line into the substation. This substation will have four (4) 230/12 kV, 37 MVA transformers.

Blade Runner Expansion/Apex West 230/12 kV Substation [Link Code: **B5K**, ISD: 06/01/2050]:

- This will be a 230/12 kV substation with an ultimate buildout to 140 MVA to serve the western part of the Apex area. Since Sapphire has an earlier in-service date, Apex West will be energized from a 230 kV line from Sapphire substation. A 230 kV line will also be added from Apex West to Apex SW to complete the 230 kV loop. Apex West will have four (4) 230/12 kV, 37 MVA transformers. If Blade Runner is not able to be expanded, a new substation site will need to be identified.
- If the 138 kV system at Blade Runner requires additional support due to large load requests, a 138 kV line may be constructed from Apex SW to Blade Runner to eliminate its radial connection.

Apex SW [Link Code: **B5H**, ISD: 06/01/2050]:

- Apex SW's 230/12 kV yard, with an ultimate buildout of 140 MVA, is planned to serve the loads on Apex's southwestern area. Apex SW's 230 kV bus will be energized by folding the HGIII – Prospector line. This substation is also planned to have four (4) 230/12 kV, 37 MVA transformers to serve distribution loads. Apex SW will have a reserved terminal to loop in Apex West to the rest of Apex substations.

Apex SE [Link Code: **B5G**, ISD: 06/01/2050]:

- This will be a 230/12 kV substation with an ultimate buildout to 140 MVA to serve the southeast part of the Apex area. This substation will be energized by folding the Harry Allen – Pecos #1 line. Once HGIII reaches 60 MW of load, the HGIII – Apex 230 kV line would be a potential solution for providing a second 230 kV transmission source at HGIII. Apex SE will have four (4) 230/12 kV, 37 MVA transformers.

Apex North + [Link Code: **N/A**, ISD: N/A]:

- This substation was previously used as a placeholder substation in potential consideration for future substation(s) should the Apex area expand north of the I-93. Apex North's scope is re-evaluated due to the 1000 MW HVD load service request at Sapphire. To relieve the restrictions caused by the spot load at Sapphire, the Harry Allen – Silverhawk 525 kV line will be folded into Apex North which will be stepped down by four (4) 500/230 kV, (1ϕ) 1500 MVA autotransformers into a 230 kV yard where the two lines from Sapphire to the customer site is folded. The autotransformers are anticipated to resemble Harry Allen's and Northwest's autotransformers to sufficiently serve the 1000 MW load alternatively and align with NVE's standards.

Table 2: Apex substations' distribution capacity.

Substation	Distribution Capacity
Gypsum	67.2 MVA
Prospector	100 MVA
HGIII	200 MVA
Sapphire	140 MVA
Apex SW	140 MVA
Apex West	140 MVA
Apex SE	140 MVA
Apex North	None

Table 2 summarizes the distribution capacity of existing and future Apex substations.

Apex 230 kV Master Plan Including the 69 to 138 kV Conversions

As previously outlined, there are plans in place to upgrade certain 69 kV lines and substations to 138 kV. The 230 kV loop used to serve large customers in the Apex area can also be used to support the converted 138 kV system in Apex. This will be done by adding a 230/138 kV source at Apex SW substation, providing additional 138 kV support out of Pecos substation, among other upgrades.

Construction Timeline

Construction of the Apex Master Plan and conversion of the 69 kV lines to 138 kV are on an "as needed" basis. There are contracted load additions that will require a December 2025 in-service date for the initial phase of HGIII and a June 2026 in-service date for Sapphire. There are no additional large load additions currently under contract driving a particular in-service date for additional phases of this Master Plan. Additionally, the plan is subject to change based on what type and size of load/generation arrive in the area. The Master Plan lays a foundation that can be contemplated for planning future load growth in the area.

Table 3 presents estimated timelines for each phase and are subjected to change as load service requests are executed and their actual load materializes in the Apex area.

Table 3: Apex Master Plan – Preliminary In-service Dates.

525 kV Phase No.	230 kV Phase No.	138 kV Phase No.	Customer Requested ISD ( )	Description/Scope
1	0	0	(5/1/2024-6/20/2024)	1. **Company 230/231: Provisional Interconnection - Phase 1 [Link Code: BLA/BLB, *5/1/2024-6/20/2024*]**: a. Install one (1) 525 kV breaker at Silverhawk and associated bus work. b. Construct Silverhawk peaker units (Company 230/231).
2	0	0	(12/31/2024)	1. **Company 230/231: Provisional Interconnection - Phase 2 [Link Code: BLA/BLB, *12/31/2024*]**: a. Install two (2) 525 kV breakers and associated bus work to operate Silverhawk substation as a 525 kV ring bus.
2	1	0	(12/15/2025)	1. **Construct HGIII 230/12 kV substation [Link Code: B5J, *12/15/2025*]**: a. Three (3) 230 kV breaker ring bus (three open terminals), expandable to breaker and a half. b. Construct HGIII – Prospector 230 kV line i. Install five (5) 230 kV breakers at Prospector and associated bus work. c. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #2) 2. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #4) [Link Code: **BKP**, *12/15/2025*] 3. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #5) [Link Code: **BCI**, *9/28/2026*]
2	1	1	12/1/2024 (02/06/2026)	1. **HVD: 75 MW at Pecos 138 kV [Link Code: AUF, *02/06/2026*]**: a. Install one (1) 138 kV breaker at Pecos 138 kV bus. b. Construct Castleberry – Pecos 138 kV line (954 ACSS, 4.5 miles)
2	2	1	(05/18/2026)	1. **Construct Sapphire 230/12 kV substation [Link Code: AX4, *05/18/2026*]**: a. Reconductor Harry Allen – Pecos 230 kV line #2 with double 1026 ACCC (bundled). b. Four (4) 230 kV breaker ring bus (four open terminals), expandable to breaker and a half. b. Fold Harry Allen - Pecos 230 kV line #2 into Sapphire c. Install two (2) 230/12 kV, 37.3 MVA transformer (Bank #1 and #3) 2. **Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #2) [Link Code: B6S, 05/18/2026]** 3. **Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #4) [Link Code: BEM, 9/28/2026]** 4. **Construct two (2) 230 kV lines to an HVD Customer (1000 MW)**. i. Install six (6) 230 kV breaker and associated bus work at Sapphire.

525 kV Phase No.	230 kV Phase No.	138 kV Phase No.	Customer Requested ISD ( )	Description/Scope
2	~~2~~	~~2~~	2026 (~~06/01/2026~~) (06/01/2028)	1. **HVD: 100 MW at NE1 138 kV [Link Code: BNS, *06/01/2026*]**: a. Construct NE1 138/12 kV substation i. Four (4) 138 kV breaker ring bus (four open terminals), expandable to breaker and a half. b. Relocate Castleberry – Pecos 138 kV line into NE1 substation ii. NE1 – Pecos 138 kV line c. Construct Castleberry – NE1 138 kV line (954 ACSS, ??? miles) d. Construct NE1 – HVD Customer 138 kV line (954 ACSS, ??? miles) 2. **Construct Andrews – NE1 138 kV line (954 ACSS, ??? miles)** a. Install one (1) 138 kV breaker and associated bus work at NE1. b. Install one (1) 138 kV breaker and associated bus work at Andrews.
3	~~2~~	~~2~~	(12/11/2027)	1. **Apex to S. Crystal Interconnection for LADWP [Link Code: AOM, 12/31/2027]**: a. Two (2) 525 kV breaker at S. Crystal 525 kV bus to open a new terminal. b. Construct new Apex – S. Crystal 525 kV line (LADWP)
3	~~3~~	~~2~~	(06/01/2028)	1. **Construct Apex SE 230/12 kV Substation [Link Code: B5G, *06/01/2050*]**: a. Reconductor Harry Allen - Pecos 230 kV line #1 (from double 954 ACSR to double 1026 ACCC) b. Three (3) 230 kV breaker ring (three open terminals), expandable to breaker and a half c. Fold Harry Allen - Pecos 230 kV line #1 into Apex SE d. Construct Apex SE – HVD Customer 230 kV line. e. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #1). i. Install one (1) 230 kV breaker and associated bus work at Apex SE. 2. **Construct Apex SE – HGIII 230 kV line (double 1026 ACCC)** i. Install one (1) 230 kV breaker and associated bus work at Apex SE. ii. Install one (1) 230 kV breaker and associated bus work at HGIII.

525 kV Phase No.	230 kV Phase No.	138 kV Phase No.	Customer Requested ISD ( )	Description/Scope
3	3	3	(12/31/2028)	1. **Speedway 138 kV Conversion**: a. Removal of Nellis – Speedway 69 kV line. b. Removal of Gypsum – Speedway 69 kV line. c. Connection of Gypsum – Nellis 69 kV line. d. Operate Speedway's 138-69/12 kV transformers and 138-69 kV breakers as 138 kV. e. Construct NE1 – Speedway 138 kV line (954 ACSS, ??? miles) i. Install one (1) 138 kV breaker and associated bus work at NE1.
3	3	4	(05/1/2029)	1. **LCPD 69 kV Line Conversion to 138 kV**: a. Operate Sheep Mountain 138/69 kV breaker as 138 kV. b. Operate Twin Buttes (Apex Solar)'s Generator Step-Up (GSU) transformer (and other facilities connected to the existing 69 kV bus: switches, insulators, etc., may require some replacements) to 138 kV specifications. c. Rebuild Blade Runner (an existing Portable Distribution Substation (PDS)) to open-air d. Rebuild Sheep Mountain – Twin Buttes – Blade Runner – LCPD 69 kV line to 138 kV (Reconductor to 336 ACSR). e. Construct Speedway – Sheep Mountain 138 kV line, (954 ACSS, ??? miles)
3	4	4	(06/01/2029)	1. **Construct Apex SW 230/12 kV Substation**: a. Three (3) 230 kV breaker ring bus (three open terminals), expandable to breaker and a half. b. Fold HGIII – Prospector 230 kV line into Apex SW c. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #1) i. Install one (1) 230 kV breaker and associated bus work at Apex SW.
3	4	5	(12/31/2029)	1. **Apex SW 138 kV Yard**: a. Install one (1) 230 kV breaker and associated bus work. b. Four (4) 138 kV breaker ring (four open terminals), expandable to breaker and a half c. Fold Speedway – Sheep Mountain 138 kV line into Apex SW. d. Install one (1) 230/138 kV, 336 MVA transformer. 2. **Construct Apex SW – Gypsum 138 kV line (954 ACSR)** a. Install one (1) 138 kV breaker and associated bus work at Apex SW. b. Install one (1) 138 kV breaker and associated bus work at Gypsum.

525 kV Phase No.	230 kV Phase No.	138 kV Phase No.	Customer Requested ISD ( )	Description/Scope
3	5	5	(06/01/2030)	1. **Construct Apex West 230/12 kV Substation**: a. Three (3) 230 kV breaker ring bus (three open terminals), expandable to breaker and a half. b. Construct Apex West – Sapphire 230 kV line (double 1026 ACCC, ??? miles) i. Install two (2) 230 kV breakers and associated bus work at Sapphire. c. Construct Apex SW – Apex West 230 kV line (double 1026 ACCC, ??? miles) i. Install one (1) 230 kV breaker and associated bus work at Apex SW. d. Install one (1) 230/12 kV, 37.3 MVA transformer (Bank #1)
4	5	5	(12/31/2030)	1. **HGIII 525 kV Yard**: a. Three (3) 525 kV breaker ring (three open terminals) b. Install four (4) 230 kV breakers and associated bus work at HGIII. c. Fold Lenzie - Northwest 525 kV line into HGIII. d. Install one (1) 500/230 kV (3ϕ), 600 MVA autotransformer. 2. **Harry Allen – Silverhawk 525 kV Line #2**: a. Install one (1) 525 kV breaker and associated bus work at Silverhawk.
5	5	5	(06/01/2032)	1. **Apex North 525/230 kV Substation**: a. Three (3) 525 kV breaker ring (three open terminals) b. Fold Harry Allen – Silverhawk 525 kV line into Apex North. c. Five (5) 230 kV breaker ring bus (five open terminals), expandable to breaker and a half. d. Install four (4) 525/230 kV (1ϕ), 1500 MVA autotransformers. e. Fold the two (2) Sapphire – HVD Customer 230 kV lines into Apex North.

Appendix A: Diagrams

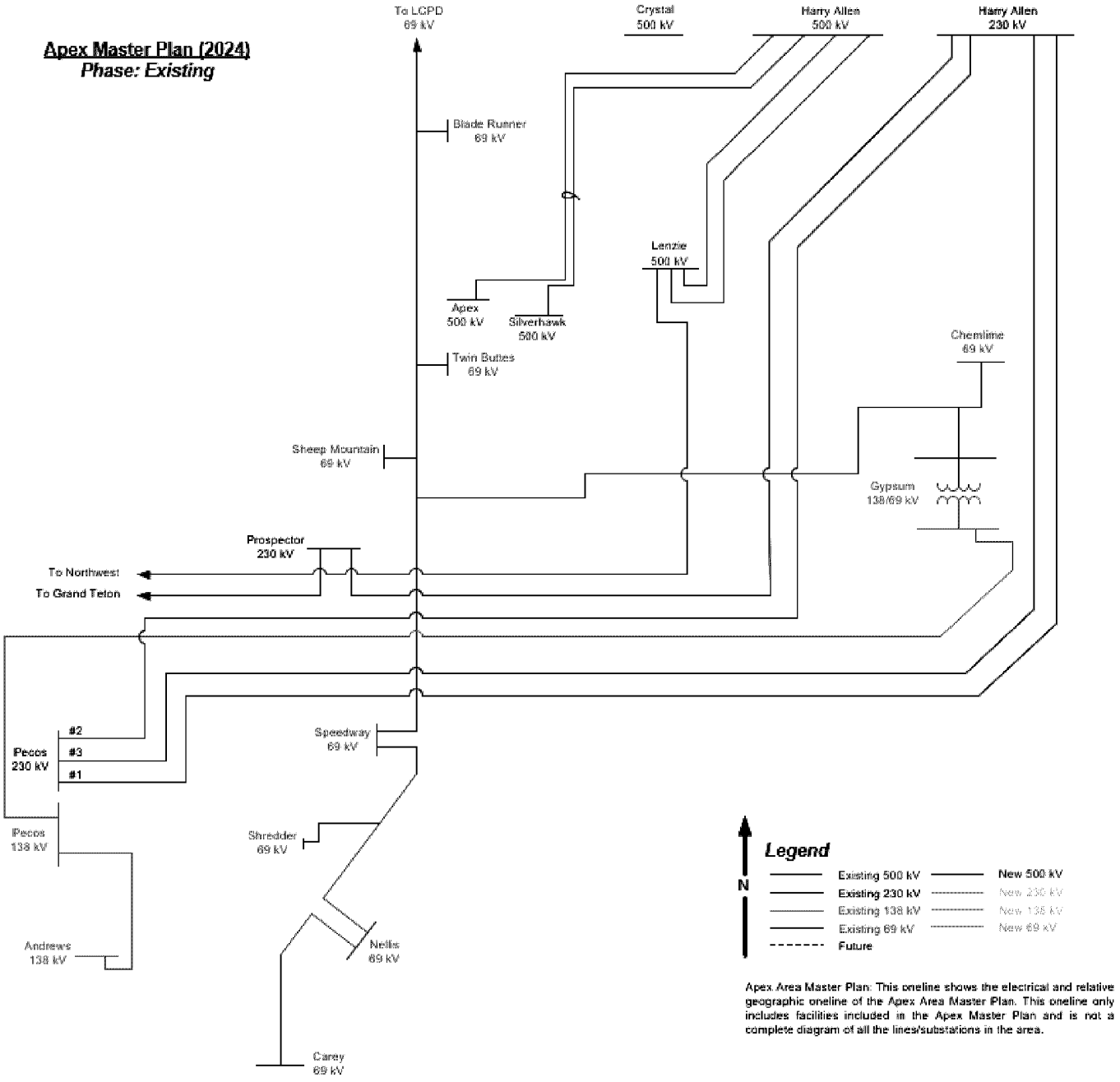


Figure 19: Diagram outlining the existing system.

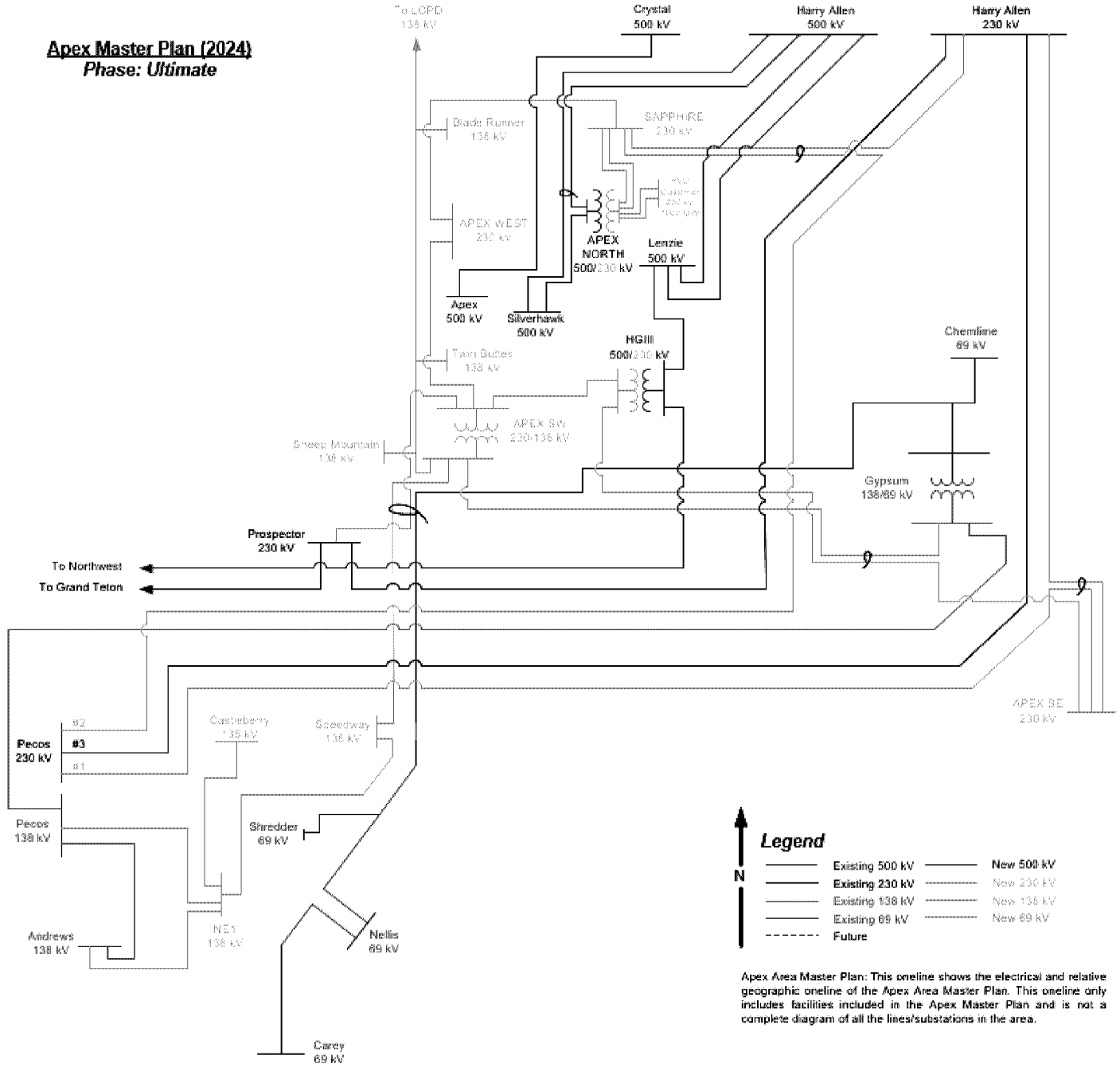


Figure 20: Diagram outlining the future transmission system in the Apex area.

Appendix B: Substation One-Lines

NVEnergy	Pecos 138 kV	5/1/2024

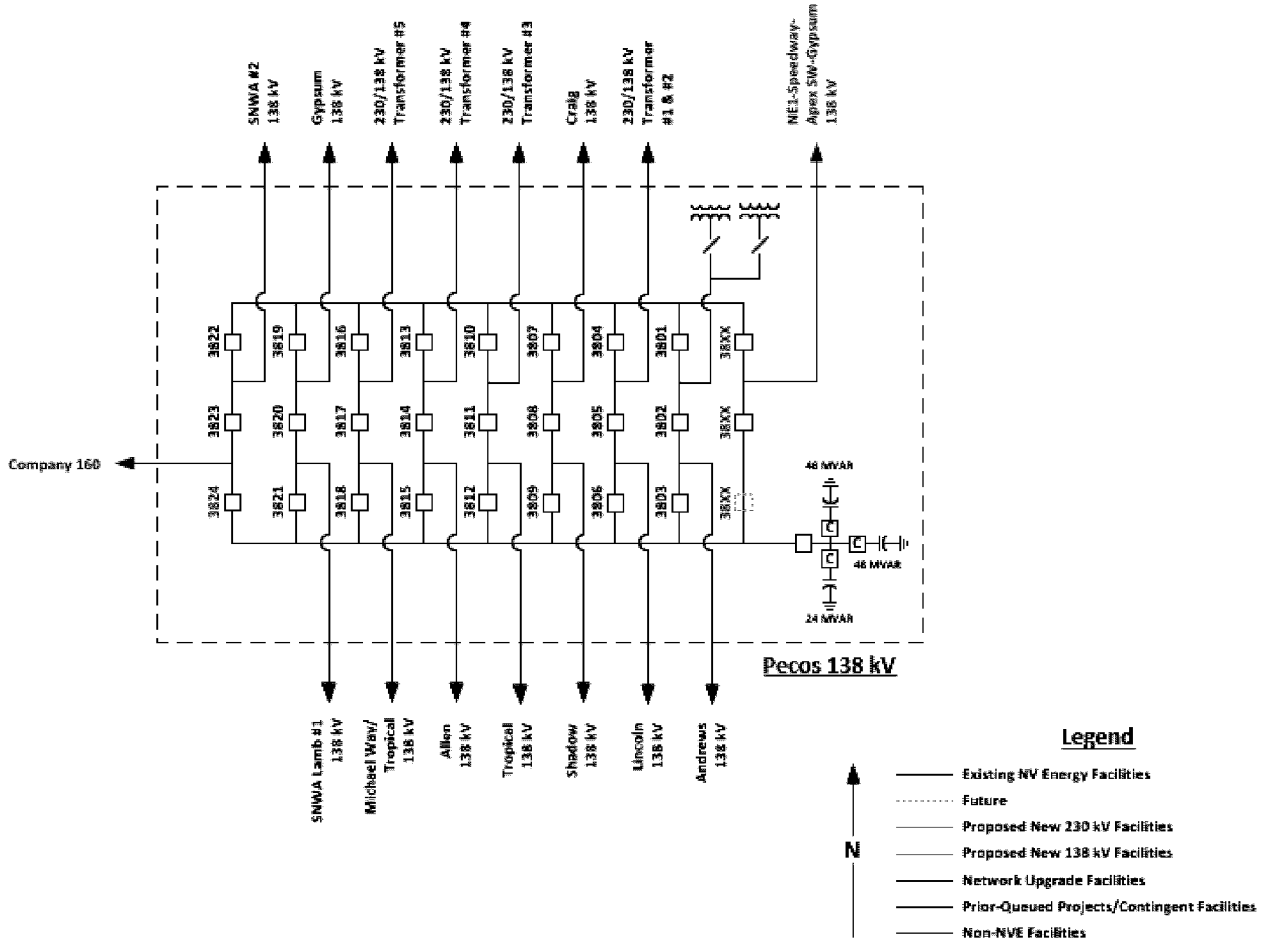


Figure 21: Pecos 138 kV substation one-line.

NVEnergy	NE1 138 kV	5/1/2024

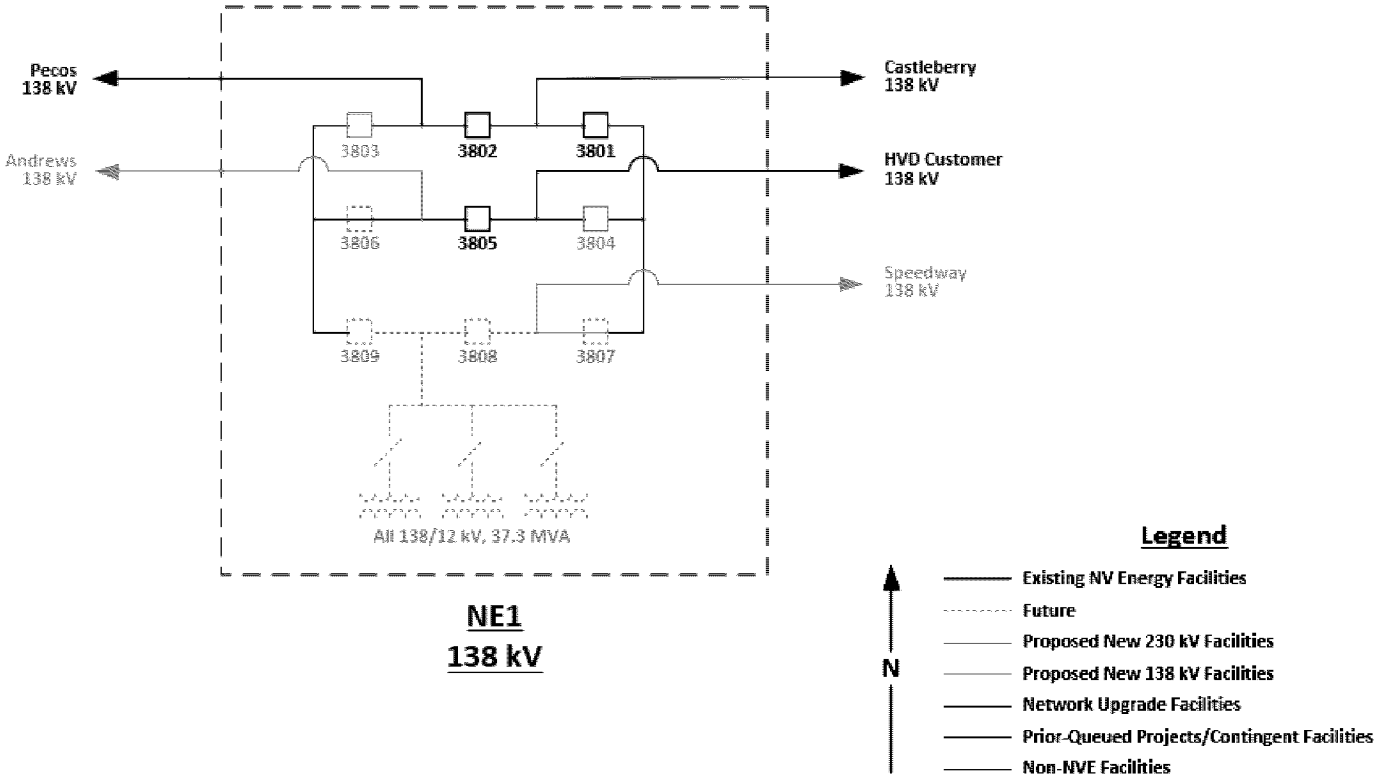


Figure 22: NE1 138/12 kV substation one-line.

NVEnergy	Andrews 138/12 kV	5/1/2024

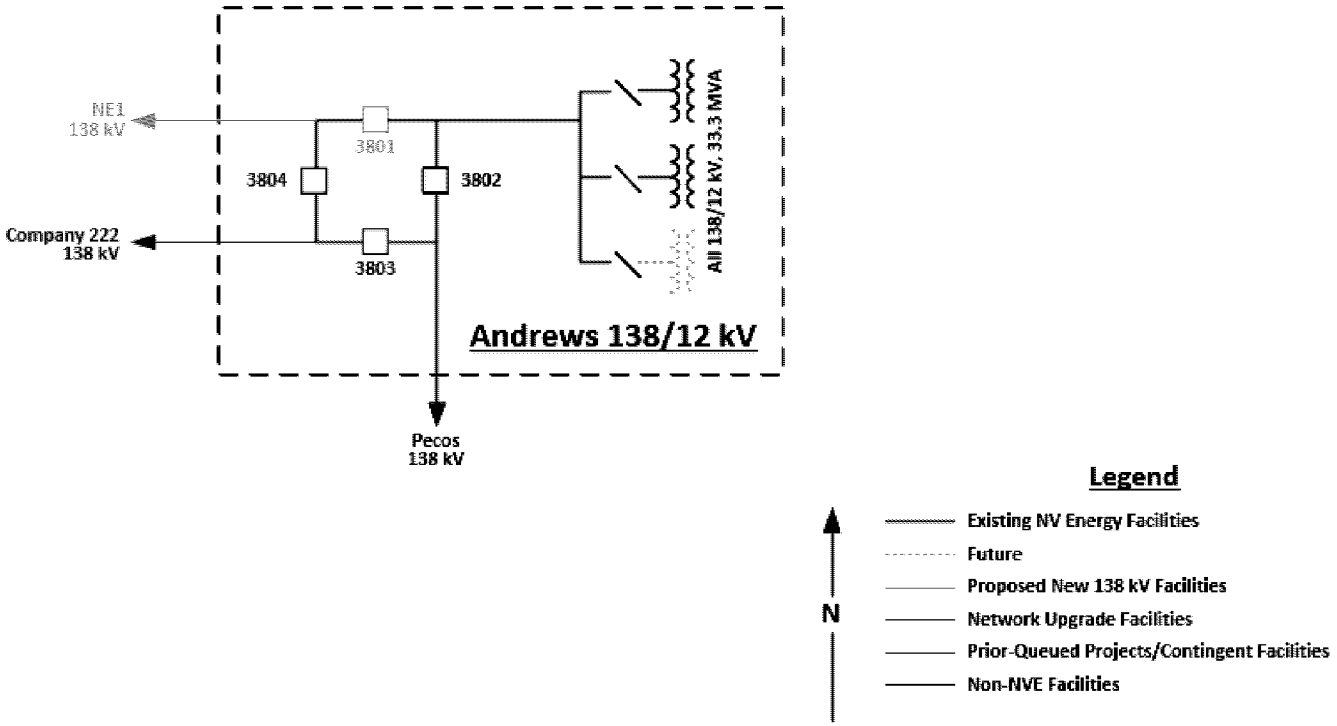
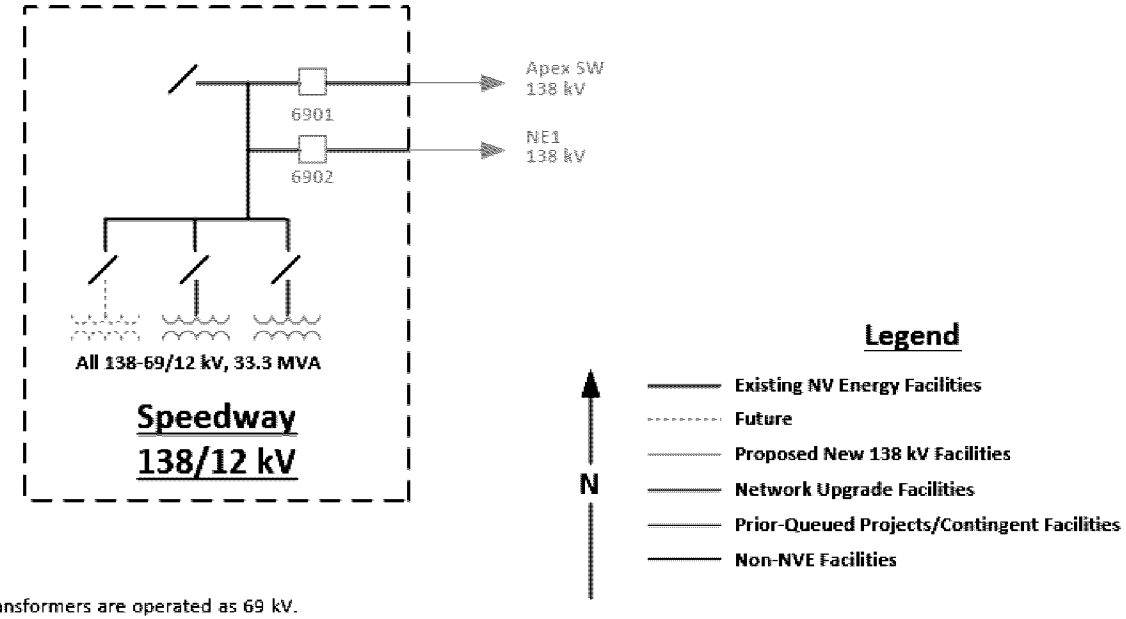


Figure 23: Andrews 138/12 kV substation one-line.

NVEnergy	Speedway 138/12 kV	5/1/2024



Note(s):
1. The existing Speedway distribution transformers are operated as 69 kV. These transformers will be switch to operate to 138 kV for Speedway's conversion from 69 kV to 138 kV substation

Figure 24: Speedway 138/12 kV substation one-line.

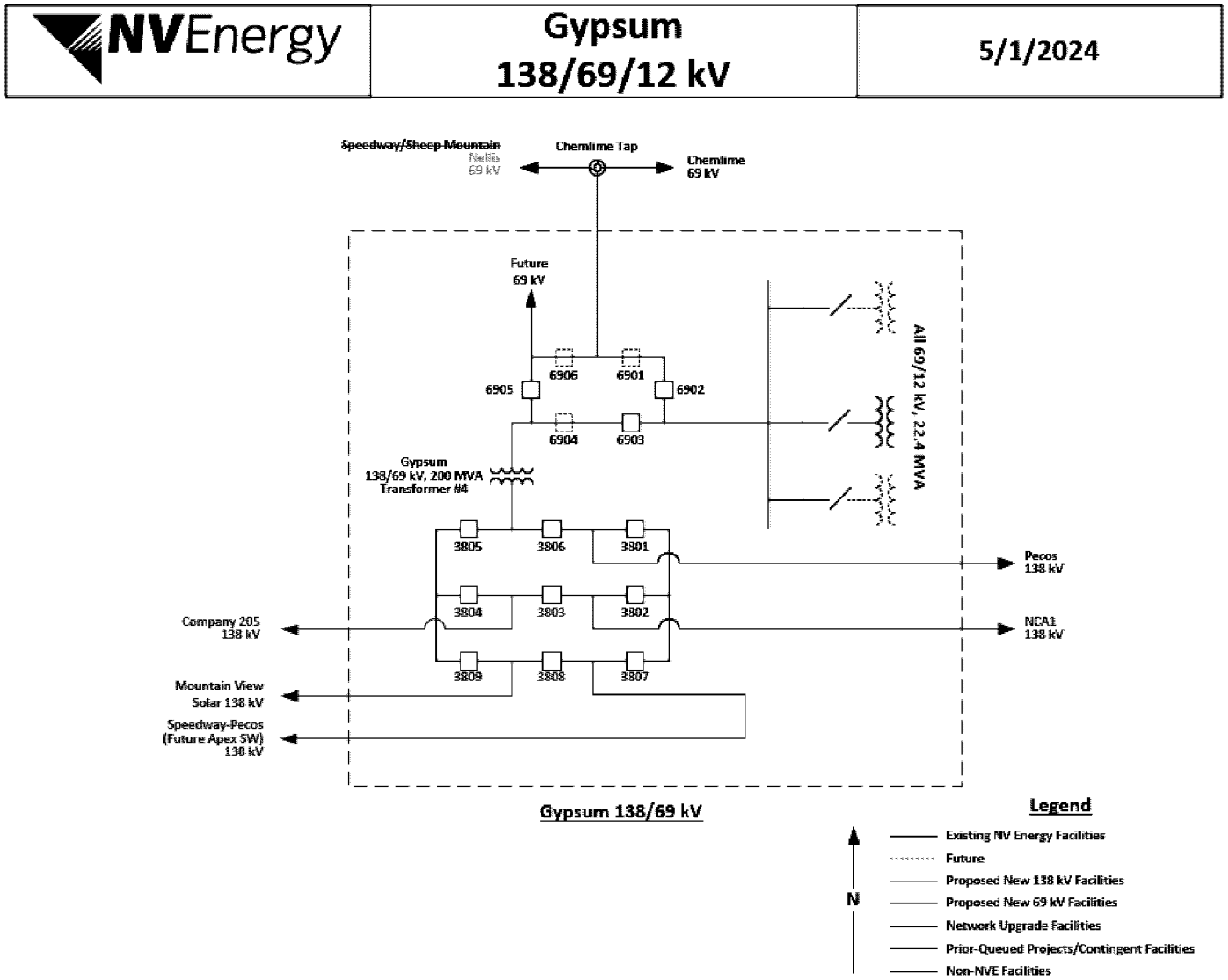


Figure 25: Gypsum 138/69/12 kV substation one-line.

NVEnergy	Prospector 230/12 kV	5/1/2024

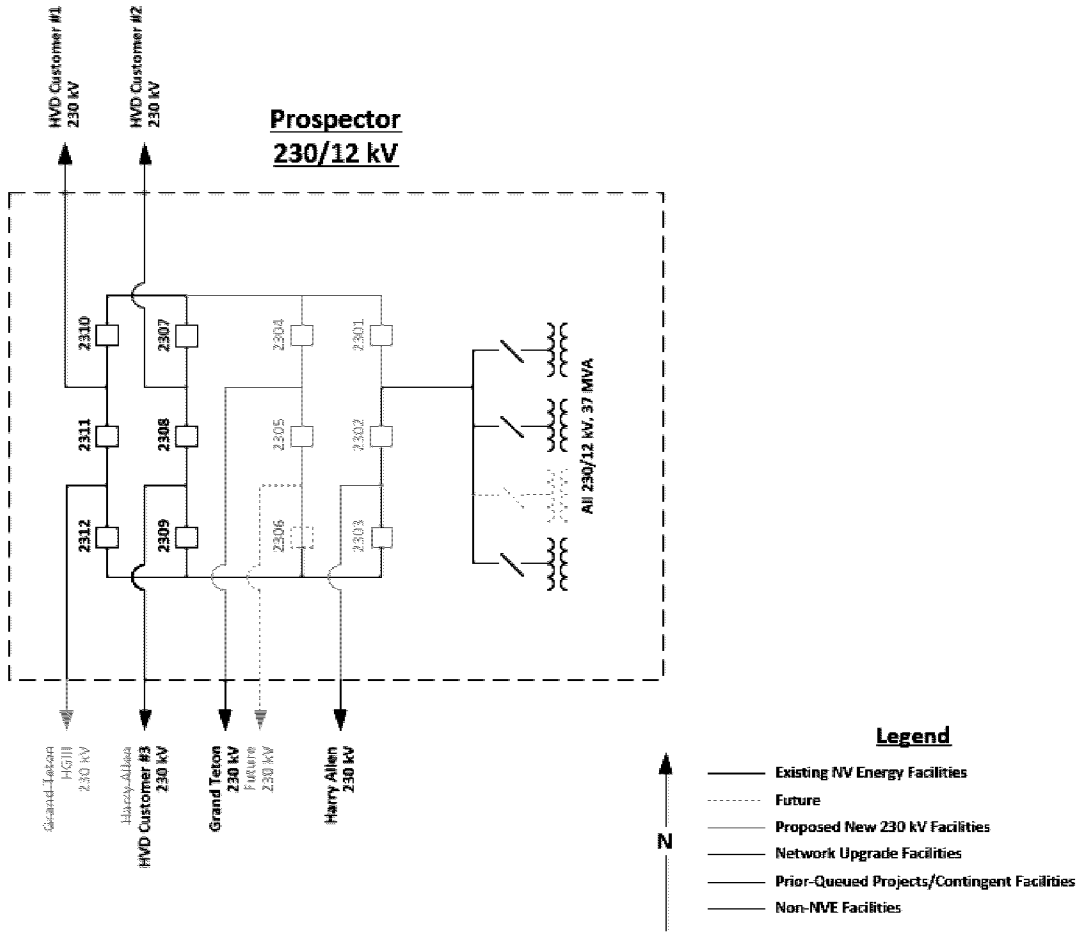


Figure 26: Prospector 230/12 kV substation one-line.

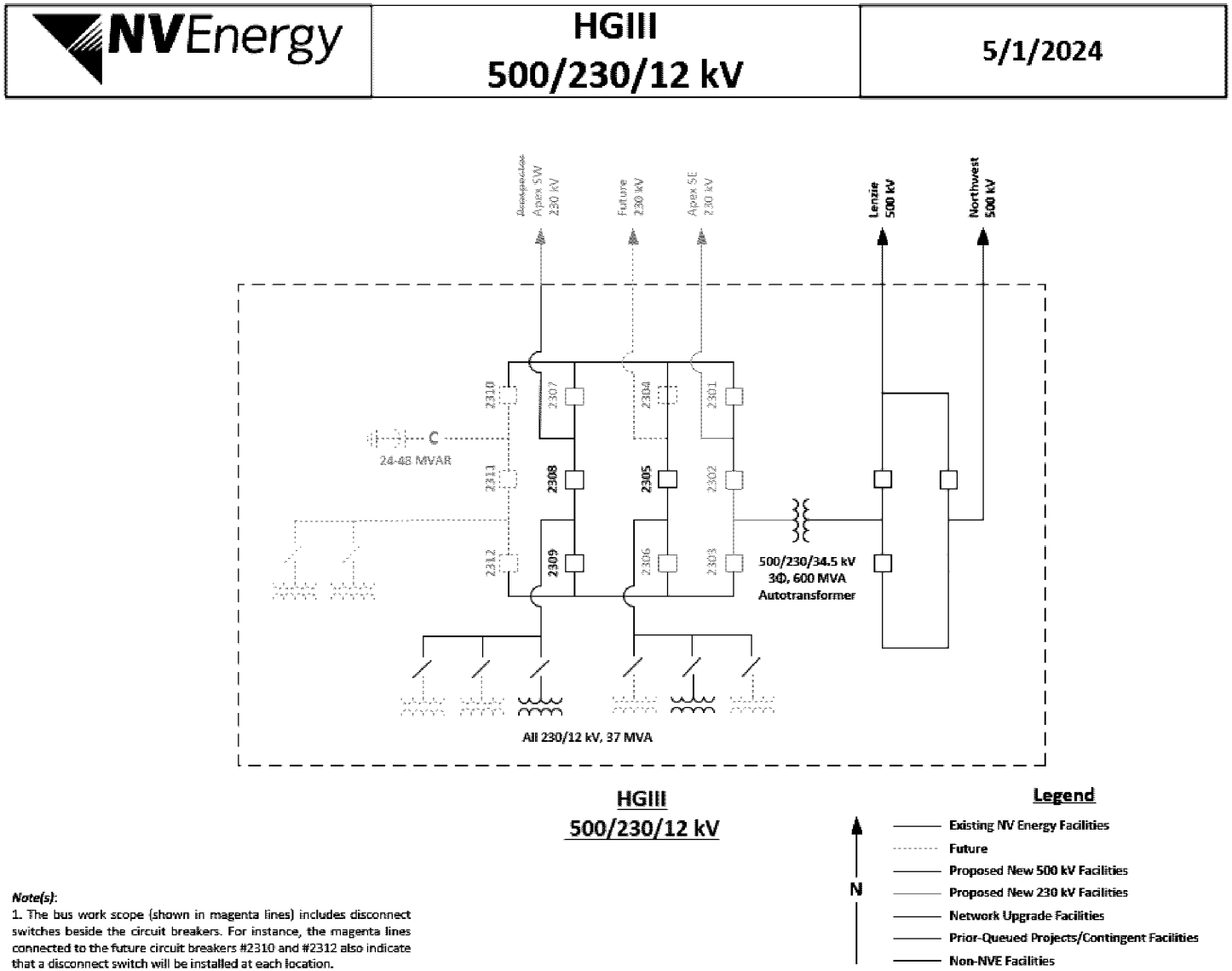
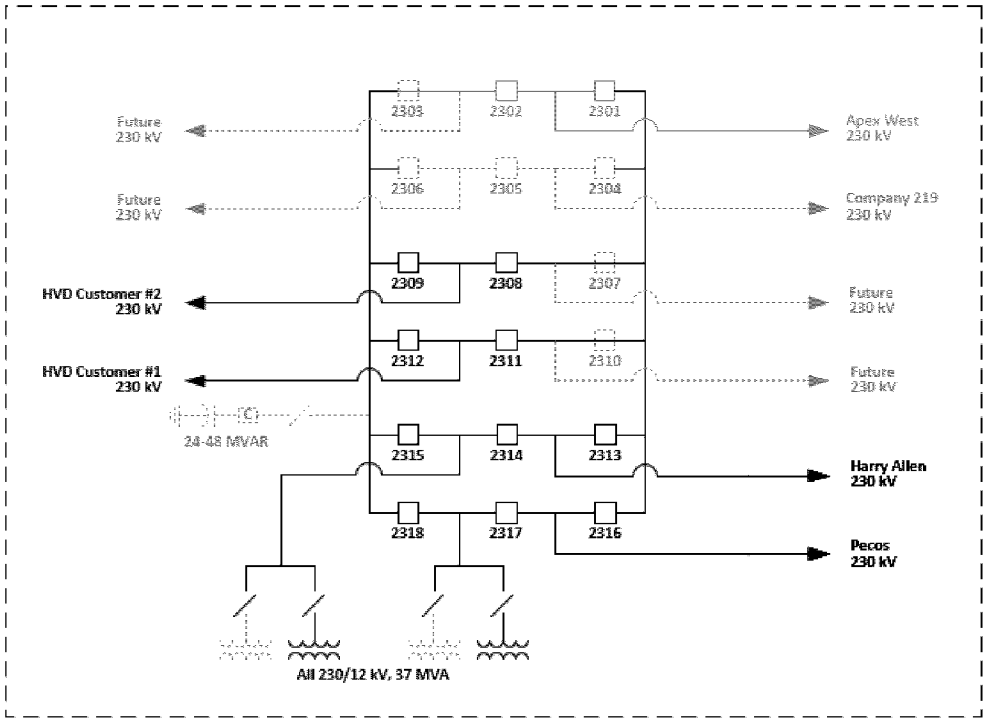


Figure 27: HGIII 500/230/12 kV substation one-line.

NVEnergy	Sapphire 230/12 kV	5/1/2024



Sapphire
230/12 kV

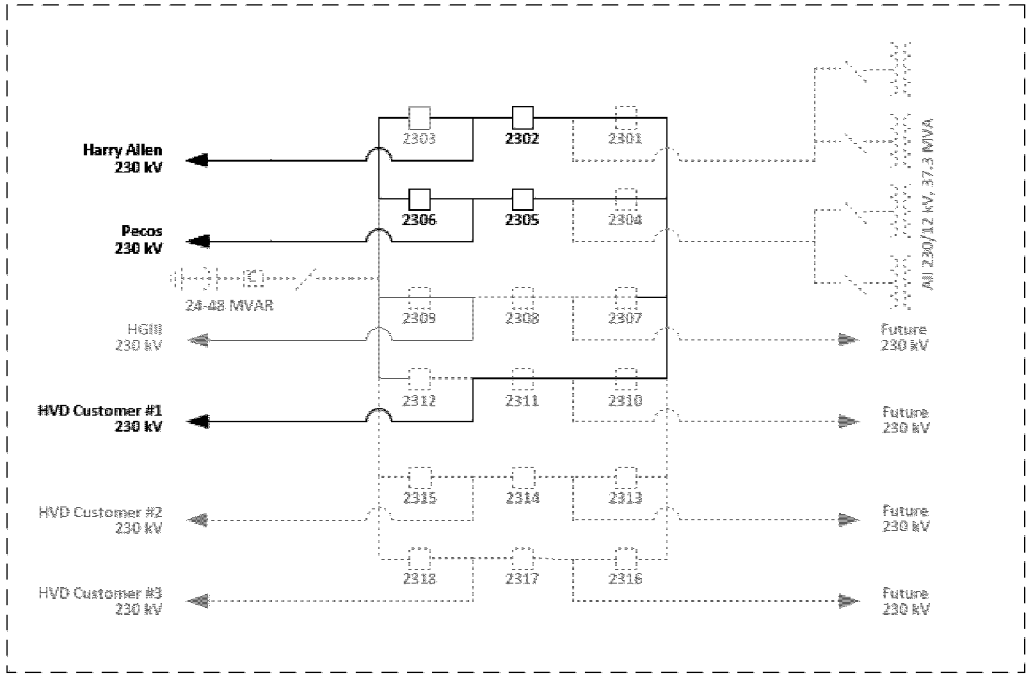
Legend
- Existing NV Energy Facilities
- Future
- Proposed New 230 kV Facilities
- Network Upgrade Facilities
- Prior-Queued Projects/Contingent Facilities
- Non-NVE Facilities

N

Note(s):
1. The bus work scope (shown in magenta lines) includes disconnect switches beside the circuit breakers. For instance, the magenta lines connected to the future circuit breakers #2304 and #2306 also indicate that a disconnect switch will be installed at each location.

Figure 28: Sapphire 230/12 kV substation one-line.

NVEnergy	Apex SE 230/12 kV	5/1/2024



Apex SE
230/12 kV

Legend

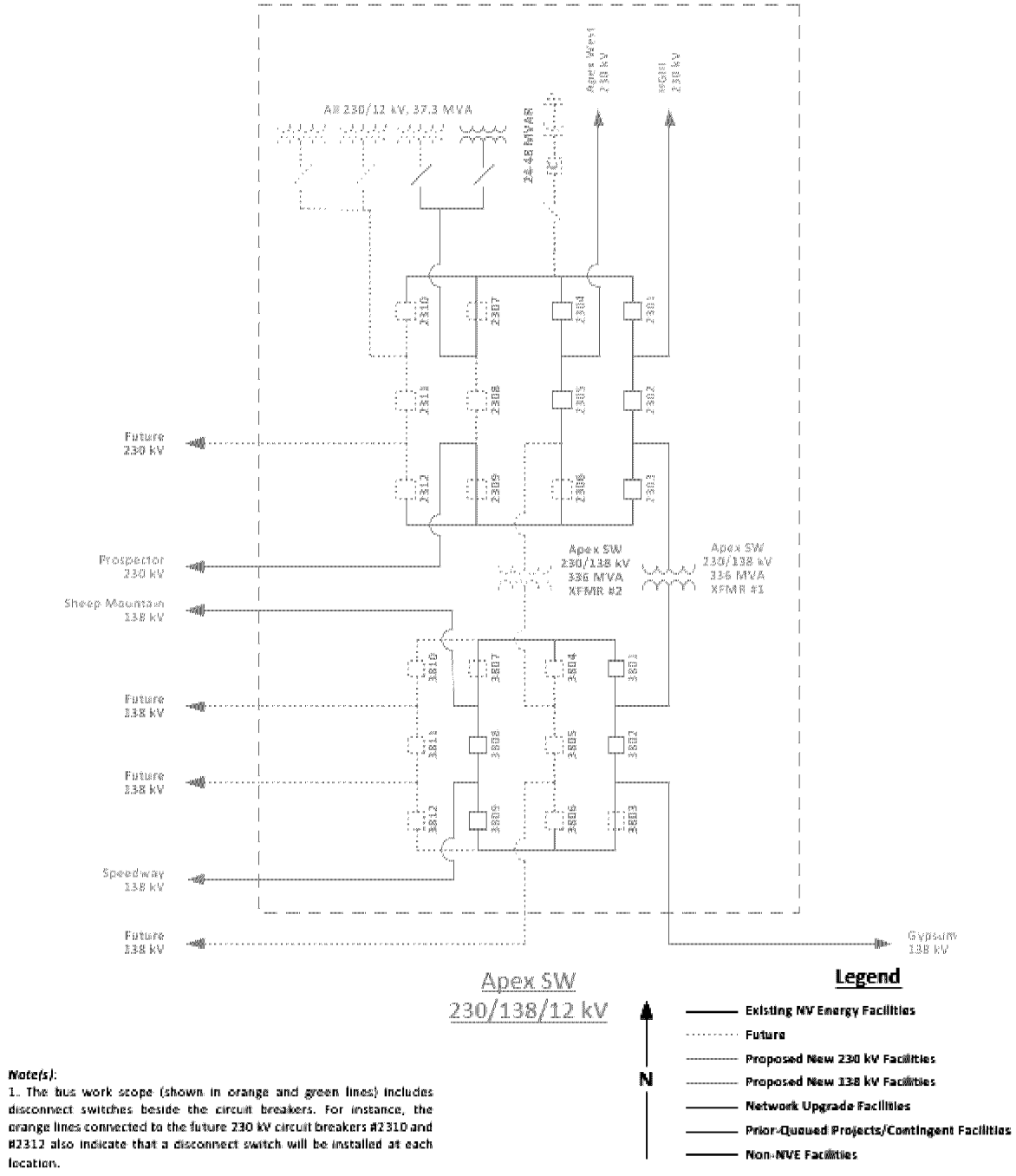
- Existing NV Energy Facilities
- Future
- Proposed New 230 kV Facilities
- Network Upgrade Facilities
- Prior-Queued Projects/Contingent Facilities
- Non-NVE Facilities

N

Note(s):
1. The bus work scope (shown in magenta lines) includes disconnect switches beside the circuit breakers. For instance, the magenta lines connected to the future circuit breakers #2307 and #2312 also indicate that a disconnect switch will be installed at each location.

Figure 29: Apex SE 230/12 kV substation one-line.

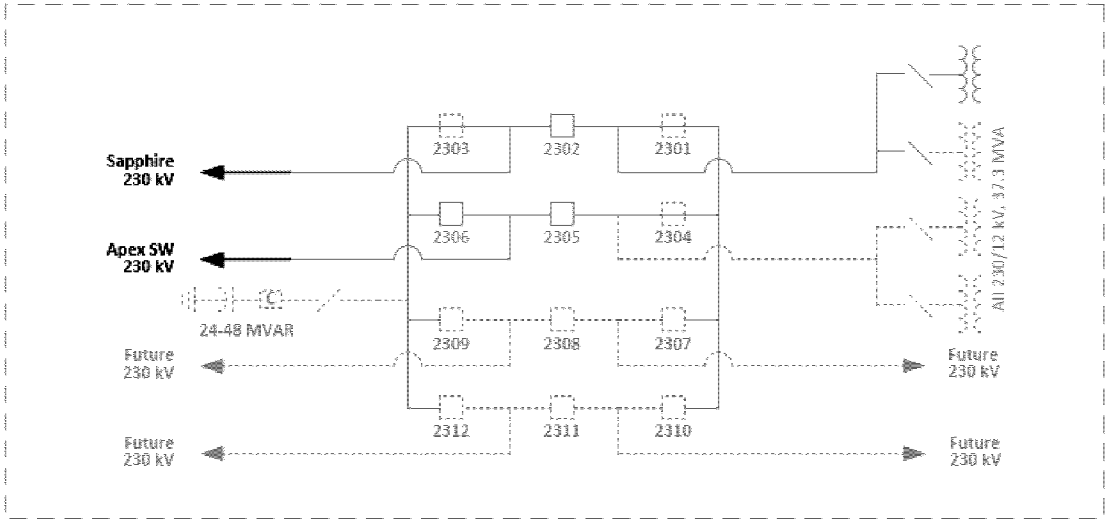
NVEnergy	Apex SW 230/138/12 kV	5/1/2024



Note(s):
1. The bus work scope (shown in orange and green lines) includes disconnect switches beside the circuit breakers. For instance, the orange lines connected to the future 230 kV circuit breakers #2310 and #2312 also indicate that a disconnect switch will be installed at each location.

Figure 30: Apex SW 230/138/12 kV substation one-line.

NVEnergy	Apex West 230/12 kV	5/1/2024



Apex West
230/12 kV

Legend

- Existing NV Energy Facilities
- Future
- Proposed New 230 kV Facilities
- Network Upgrade Facilities
- Prior-Queued Projects/Contingent Facilities
- Non-NVE Facilities

N

Note(s):
1. The bus work scope (shown in orange lines) includes disconnect switches beside the circuit breakers. For instance, the orange lines connected to the future circuit breakers #2307 and #2309 also indicate that a disconnect switch will be installed at each location.

Figure 31: Apex West 230/12 kV substation one-line.

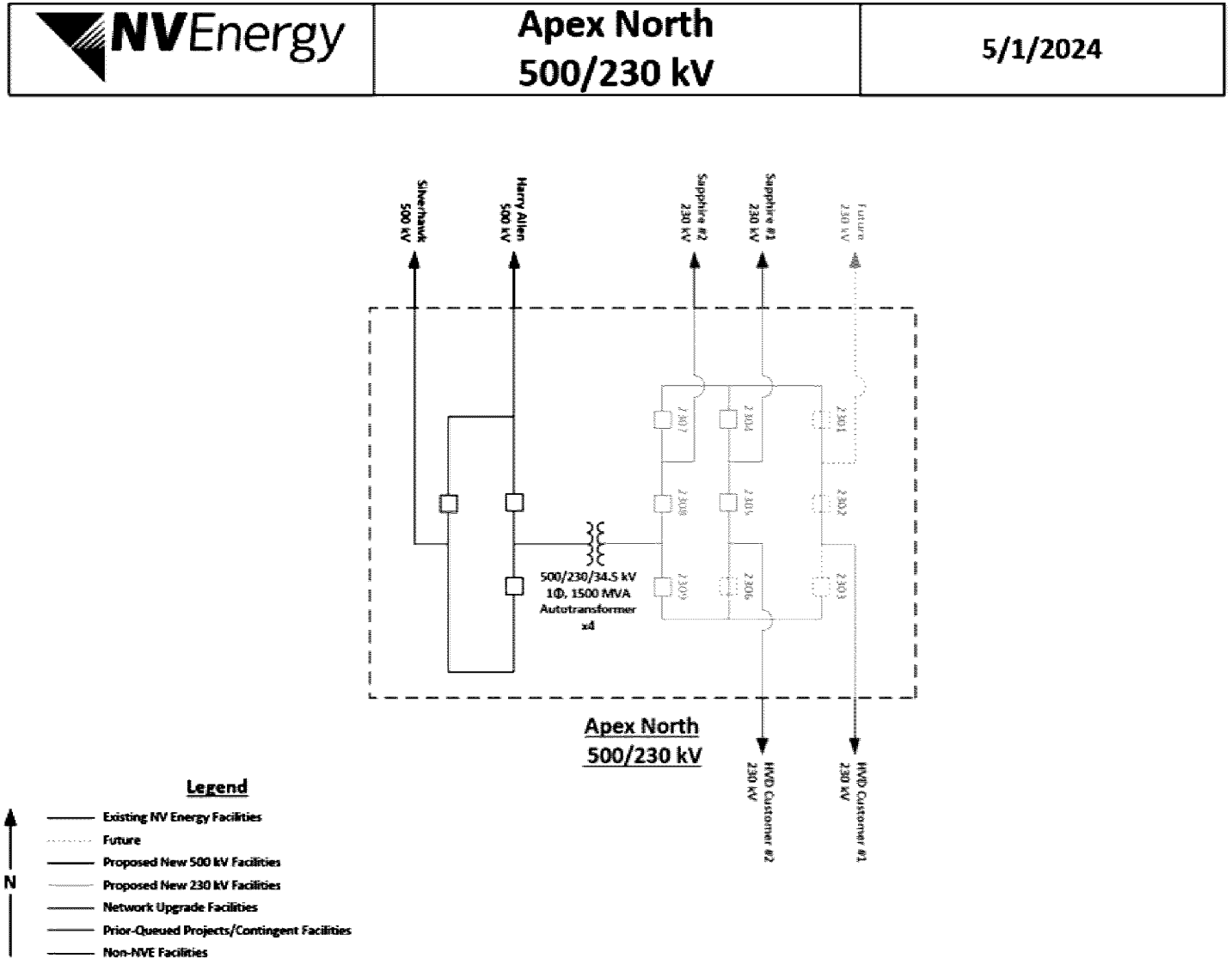


Figure 32: Apex North 500/230 kV substation one-line.

TRAN-3

Master Transmission Service Plan

Western Nevada Load Pocket

Non-confidential



April 2024

NV Energy Transmission Planning

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Executive Summary

The most rapidly growing load pocket in the northern Nevada area is the expanse between The Tahoe Reno Industrial Center (TRIC), the Reno Technology Park (RTP), Fernley, and Silver Springs. Throughout this area, more than 15000 MW of new load has been proposed. Many industries ranging from recycling, manufacturing, and data centers have plans to build in the area shown below.

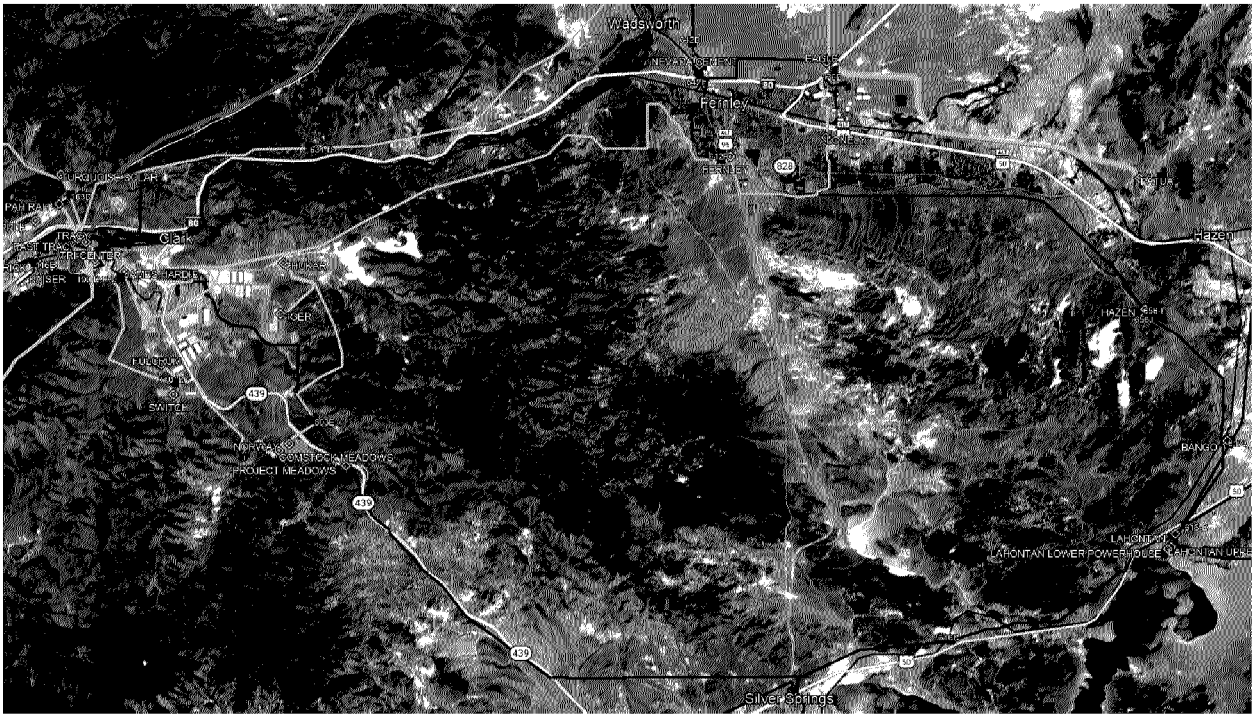


Figure 1: Western Nevada Load Pocket

Greenlink West and Greenlink North are planned to be energized by the end of 2028. As such, many companies have shown interest in the significant infrastructure and capacity improvements promised to the area. In addition to the increasing load forecasts for the existing loads in the area, several new companies have requested interconnection.

Total existing load in the area is expected to rise from approximately 400 MW to 1200 MW by 2038, while new load additions are predicted to add an additional 12900 MW. Currently there are signed high voltage distribution agreements totaling 5300 MW of load in the area, with those currently in service at 199 MW of total load.

It is not expected that all loads will come online at the same time, and instead new additions will be added in phases that reflect the availability of generation resources and voltage sourcing. To this end, this master plan seeks to lay out the phases by which new infrastructure improvements may be built to serve all proposed loads in the area.

	LOAD REQUEST CONTRACTED CAPACITY (MW)																	
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
HVD Contract Capacity	343	627	990	1,386	1,875	2,353	2,730	3,139	3,500	3,901	4,096	4,427	4,754	4,773	4,789	4,806	4,822	4,839	4,855	4,867
ESA Estimated Full Buildout Load	0	44	1,044	2,097	3,173	4,032	4,819	5,490	6,195	6,797	7,715	8,053	8,343	8,493	8,643	8,793	8,943	9,055	9,055	9,055
Total Load Request	343	671	2,034	3,483	5,048	6,385	7,549	8,629	9,695	10,698	11,811	12,480	13,097	13,266	13,432	13,599	13,765	13,894	13,910	13,922

Figure 2: Western Nevada Area Projected Load Growth.

Master Plan Overview

Based on the most recent information available to date, the following transmission infrastructure projects have been identified to reliably serve the maximum forecasted load in the Tracy Area Load Pocket. These projects include planned projects already under design or construction in the Tracy area.

This load forecast is subject to change and that may affect the order and timing of each phase of construction.

- **Phase 1, ISD: 2026**
    a. West Tracy to Comstock Meadows 345 kV
        i. Comstock: construct one (1) 345/120 kV transformer 280 MVA
    b. Construct Walker River – Comstock meadows 345 kV line #2
    c. New Lantern 345 kV substation
        i. Line fold of Valmy – East Tracy 345 kV line (#3422)
    d. Lantern – Comstock Meadows 345 kV line
    e. New Veterans 120 kV substation
        i. Reconductor #118 Eagle – Oreana 120 kV line to 1949 ACCC
        ii. Line fold of Eagle – Oreana 120 kV line
- **Phase 2, ISD: 2028, required for interconnection, see load forecast for affected projects***
    a. Construct Walker River – Comstock meadows 345 kV line #1
        i. Comstock: construct second 345/120 kV transformer 280 MVA
    b. Line fold Walker River – Comstock Meadows 345 kV line #2 into the new Nighthawk 345 kV substation
        i. Nighthawk: construct two (2) 345/120 kV transformers 280 MVA
    c. Comstock Meadows - Chukar 345 kV line[1]
        i. Line fold Lantern – Comstock Meadows 345 kV line
        ii. Chukar: construct one (1) 345/120 kV transformer #2 280 MVA
    d. Chukar – Veterans 345 kV
        i. Line fold Lantern – Chukar 345 kV line
        ii. Veterans: construct one (1) 345/120 kV transformer #2 280 MVA
    e. Line fold of Chukar – Comstock Meadows 345 kV into the new Viking 345 kV substation
        i. Viking: Construct two (2) 345/120 kV transformers 280 MVA
    f. Nighthawk - Veterans 345 kV line
    g. Construct new Mackay 345/120 kV substation
        i. Line fold of Walker River – Comstock Meadows 345 kV line #1
        ii. Mackay: construct two (2) 345/120 kV transformers 280 MVA
    h. Construct new Goose 345/120 kV substation[2]
        i. Line fold of West Tracy – Comstock Meadows 345 kV
        ii. Goose: construct two (2) 345/120 kV transformers 280 MVA
    i. Construct new Vaquero 345/120 kV substation
        i. Line fold of Veterans – Lantern 345 kV
        ii. Vaquero: construct two (2) 345/120 kV transformers 280 MVA
- **Phase 3 (2031-2036, required to meet load forecast demand)**
    a. New Walker River – Veterans 525 kV[3] line
        i. Veterans: construct two (2) 525/345 kV transformers 600 MVA
    b. Line fold Walker River – Veterans 525 kV line into Mackay

i. Mackay: construct three (3) 525/345 kV transformers 600 MVA

c. Line fold Walker River – Mackay – Veterans 525 kV line into Goose
    i. Goose: construct three (3) 525/345 kV transformers 600 MVA
d. New Walker River – Veterans 525 kV line

Study Approach

To accurately represent the necessary transmission to serve this load, cases are built using both renewable and combined cycle generation constructed as needed to meet demand. Renewable cases are built using submissions from the interconnection queue while combined cycle is simulated using existing combined cycle plant models. Proposed renewables are modeled near Lantern substation, Walker River, and Lander substations. Combined cycle generators are placed in the area and connected to both Veterans and Walker River to directly serve load pockets in the area. Significant permitting will be required for the new gas lines and generators required to serve the new load. It is possible that alternate generation sites will be identified, if that scenario occurs the transmission plan will be updated accordingly.

Cases are built and studied at 30%, 60%, and 100% load in the corresponding load forecast year modeled to study how new transmission can be built to serve growing loads in a phased approach. The new load was studied as being served by combined cycle as described above or renewable sourcing. These cases are studied and compared to confirm that new transmission is able to serve loads under both generation scenarios. This was done because the renewable generation may not always be available due to their intermittent nature but it is expected that to meet renewable portfolio standards, at times renewable generation will serve the entire load pocket.

Prior interconnection proposals for the 345 kV network are enough to support existing and new loads in the area up to 30% load. The proposed in-service date for this load percentage is 2028 when Greenlink West will be in service, with Greenlink North set to be in service by December the same year. Existing interconnection proposals also includes generation to the northeast of Fernley with new Lantern – Comstock Meadows 345 kV line.

The existing plan for Nighthawk substation also includes Veterans – Nighthawk 345 kV line that connects to Veterans near Fernley. All these plans form a network of 345 KV lines throughout the area that can support load demands as they continue to grow. This network also allows for the lines to be folded into new 345/120 kV substations as needed to serve customers at 120 kV without further straining the existing 120 kV system in the area.

At 60% of maximum load growth the 345 kV system is not enough to fully support demand. 525 kV lines must be constructed to provide power to the largest loads in the region. Including the Veterans – Nighthawk 525 kV line, Walker River – Mackay – Goose – Veterans 525 kV line and the line. These lines will be built to connect Walker River to both the TRIC area and Fernley. These lines provide large amounts of imported power from other areas, as well as build infrastructure for future import capacity.

At 100%, redundant 525 kV lines are necessary to ensure that N-1 outages do not cause substantial overloads on the underlying systems. These 525 kV lines create transmission capacity that meet reliability and import capacity requirements by connecting the Greenlink and Online 525 kV lines to the new loads and to resources throughout Nevada. Also, at Veterans substation the new 525 kV lines

would connect to new transmission capacity from the planned 525 kV line from Captain Jack substation in Oregon. A Simplified Single Line Diagram of the Master Plan is illustrated in Figure 3.

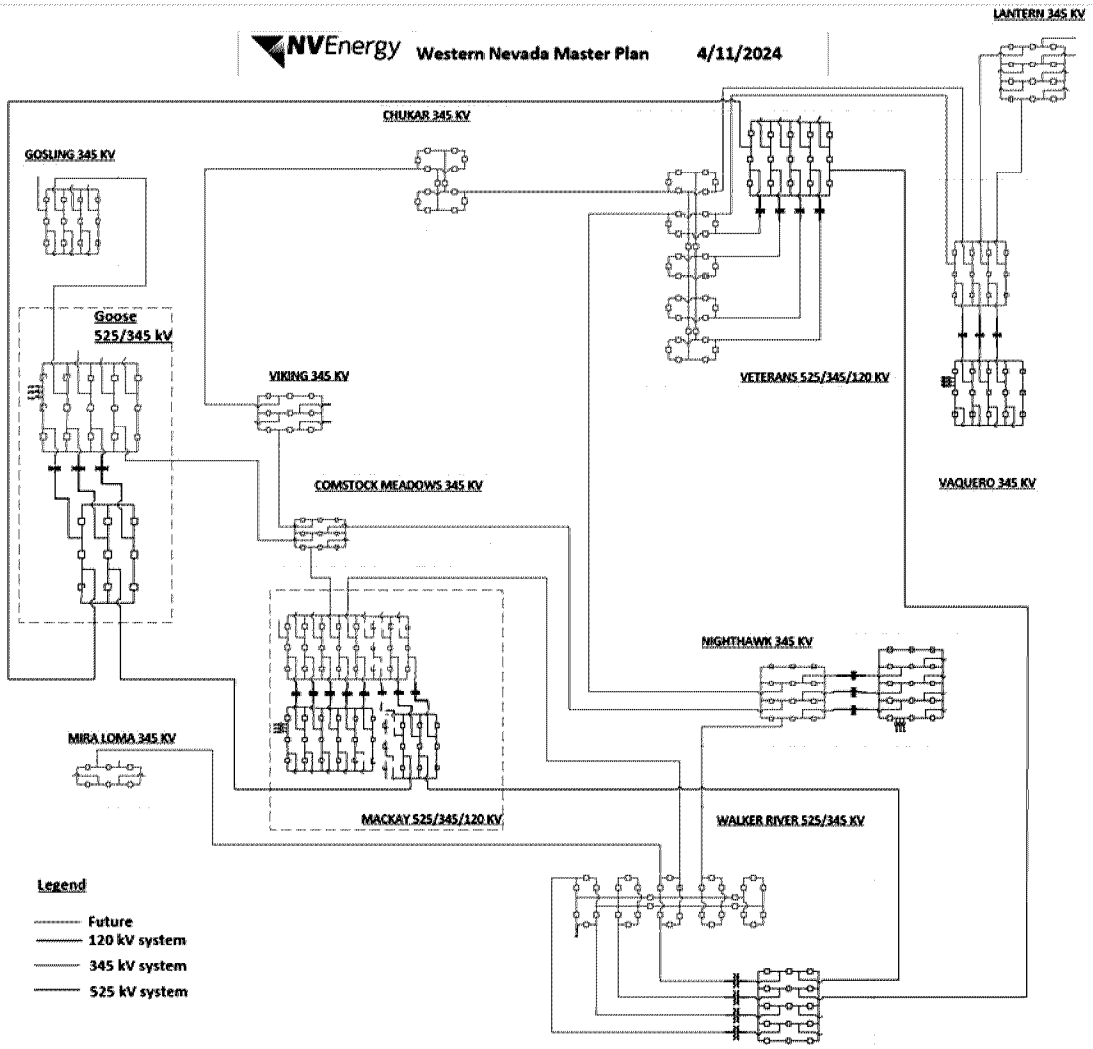


Figure 3: Simplified Single Line Diagram of Western Nevada Master Plan at full build out (based on existing load forecasts)

This proposed transmission plan will provide a strong 345 and 525 kV source at each of the major load growth areas including TRIC, Fernley, and Silver Springs. This plan also reduces the number of new lines by using existing or previously proposed 345 and 525 kV infrastructure via line folds to serve all new loads. It also allows for optional connection for previously proposed loads at lower voltages, such as NNIC possibly being served at 120 kV.

NVEnergy

Confidential – June 2023

Background: Planning Transmission Service to Load Pockets

The Transmission System Planning department at NV Energy is responsible for strategically planning the transmission system to reliably and cost-effectively meet identified near-term needs, as well as anticipated long-term future needs. The transmission system serves both load and supply, and Transmission Planning must identify and address system needs caused by both load growth (whether "normal" residential and commercial growth or requests for large blocks of transmission capability in discrete locations from discrete load additions), and from requests by energy suppliers for generation interconnections and transmission service. While regional and even local forecasts and trends can assist with the planning exercise, as they impact the transmission system, the specific location, timing, and size of load growth are not controllable by the transmission system provider. For this reason, transmission planning requires agility and adaptability to accommodate the unpredictable behavior of load growth.

Load growth tends to concentrate within geographic load pockets. Reno, Carson City and the Carlin Trend are presently the largest load pockets in northern Nevada. As these load pockets developed, Transmission Planning developed plans that utilize looped high-voltage networks with redundant sources of supply feeding networked substations and feeders. By serving load centers with looped networks, the transmission provider is able to reliably serve all loads within the load pocket, even with the loss of a single element, such as a transformer, transmission line, or reactive device. For Bulk Electric System ("BES") facilities of 100 kV or more, the North American Electrical Reliability Corporation ("NERC") requires this level of redundancy under mandated system reliability standards. In a properly designed networked system, all sources have the ability to offset parallel connections in order to ensure redundant reliability. A single weak link in a transmission system can limit its overall capability.

NERC reliability standards describe load loss under a contingency as either consequential or non-consequential. Consequential load loss occurs when a radial line is the only source to a certain load and the radial line lost. The load dropped under this scenario is considered consequential. Non-consequential load loss generally occurs in a networked system where load is dropped due to low voltage or system overloads. This typically occurs where a weak link in the network has been allowed to develop. With proper transmission planning, these situations are anticipated through simulations and studies and addressed before they actually occur.

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Tracy Area

In preparation of serving the Tracy area load pocket, NV Energy acquired land rights for the sub-transmission loop that would be needed to serve TRI Center. The land rights, originally acquired in 2003, included three potential substation sites (Canyon, Chukar and Goose Substations) along with the necessary 120kV lines to source each of the substations. In 2006, a portion of the land rights, including the Canyon Sub site, were expanded due to development in TRI Center. Additional modifications to the land rights to support the sub-transmission loop and construction of Tesla's Gigafactory were made in 2014 and 2015. In early 2017, the transmission loop land rights were once again expanded to the routes that are being proposed for the Tracy Master Plan.

As the Tracy Area Load Pocket has developed, Transmission Planning has continued to develop a plan to design and construct a sub-transmission network that will not only provide transmission capacity, but establish the needed reliability and redundancy to adequately serve both distribution and transmission loads. Over time the plan has been modified to reflect changes in the specific location, timing and size of load growth within the load pocket.

Western Nevada Growth Plan

The proposed load across Western Nevada has been larger than any previously proposed load growth in the region. The plan proposed to serve this load makes several significant assumptions involving the existing transmission plan in the area. In addition, the loads proposed for this area are so great that new generation is necessary in the area even with improved import capacity. To this end, generation is assumed to be both sufficient for load growth and geographically near the load pocket to minimize losses.

In a similar manner to the Tracy Master Plan, the real growth of the load pocket and improved generation in the area will determine how the infrastructure is built. Several assumptions are made in the study of this load pocket and how these new loads will be served that are subject to change as loads in the area develop.

Study Plan/Approach

Due to the size of the proposed load increase, the first phase of study involves case building for loads at 30, 60, and 100 percent of total proposed load. Each individual case is built with the specifications required to serve load while meeting both customer and NVE standards, including renewable portfolio standard (RPS) energy goals. Cases are built for each significant load percentage with assumed gas turbine generation or completely renewable generation proposed in the interconnection queue.

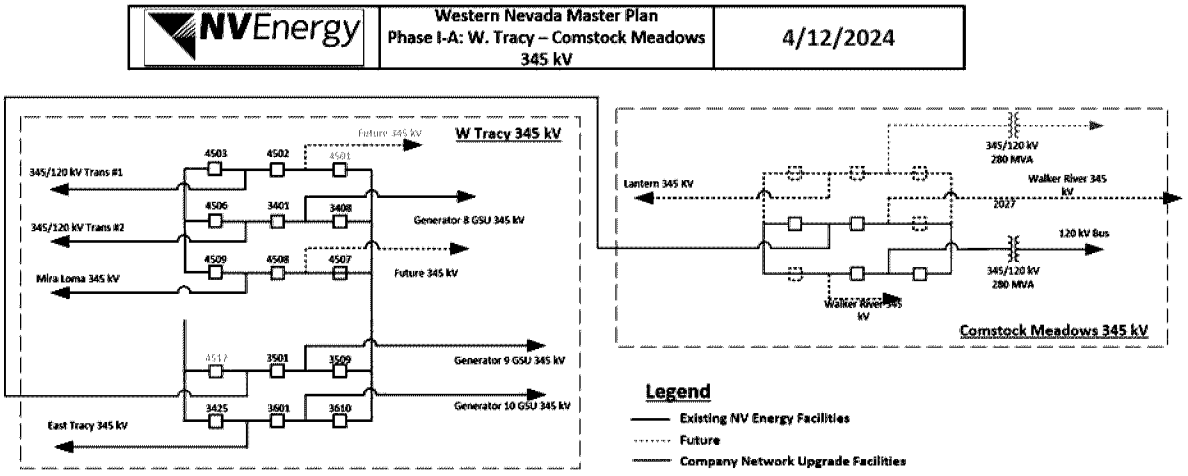
These individual service plans were then examined together with the identified needs for capacity and reliability of the distribution system customers located within the RTI and TRI Center. Therefore, the Tracy Area Master Plan takes into account all of the currently identified load and load growth in the area. This exercise was performed in order to identify networked transmission solutions for serving not only the individual customers identified above, but for the Western Nevada Load Pocket as a whole.

The result is a cohesive yet flexible cost-effective solution for providing networked transmission service within the fast-growing load pocket. The detailed phasing and explanation of this solution is provided in this document.

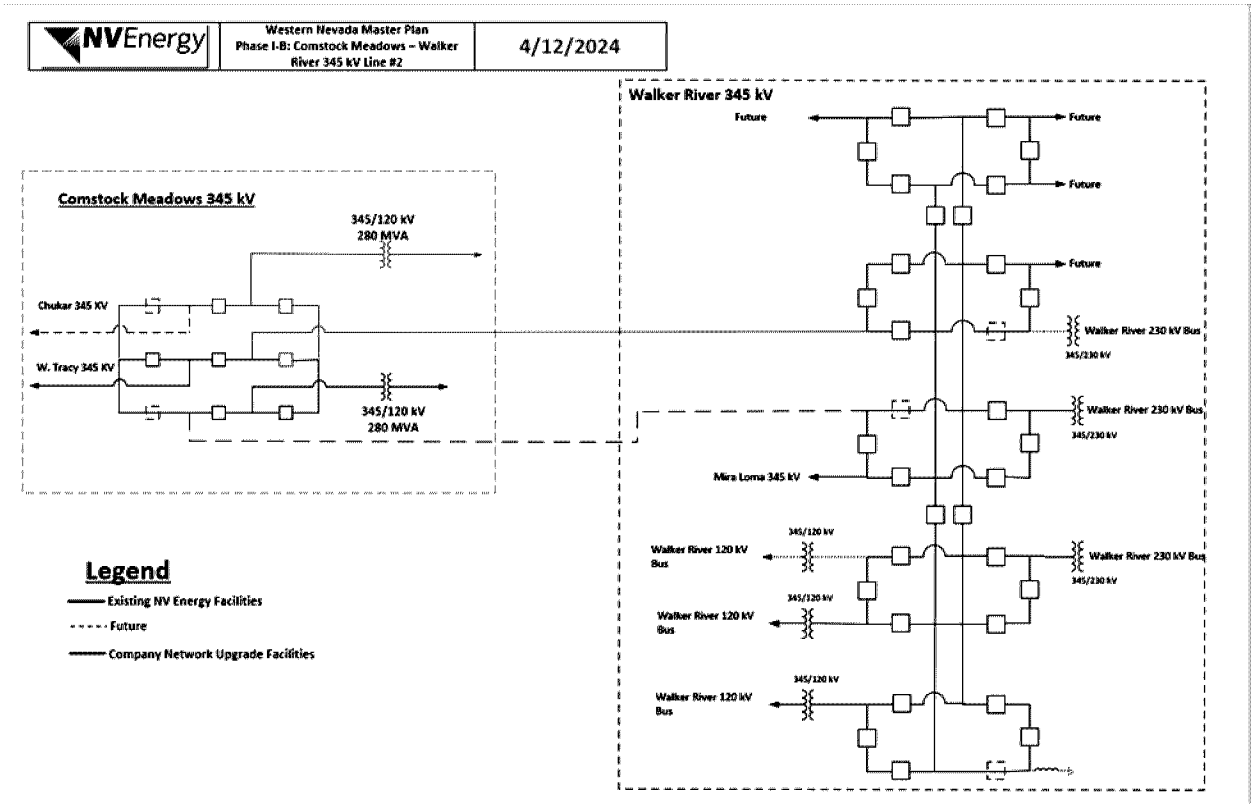
Master Transmission Plan for Serving the Western Nevada Load Pocket

In this section Transmission Planning describes each proposed phase of the Master Plan including scope and timing, as well as factors that impact the timing of each phase.

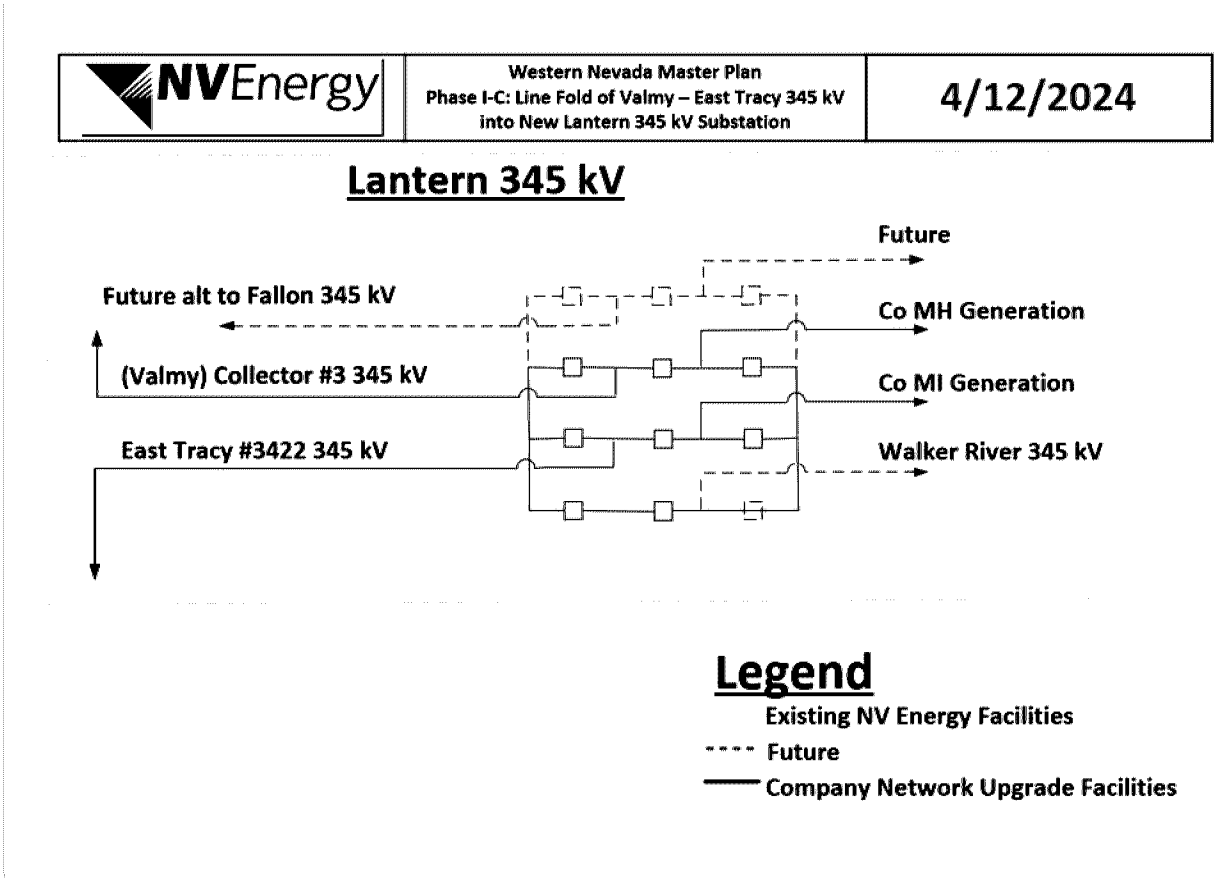
Phase I-A: W. Tracy – Comstock Meadows 345 kV



Phase I-B: Comstock Meadows – Walker River 345 kV Line #2

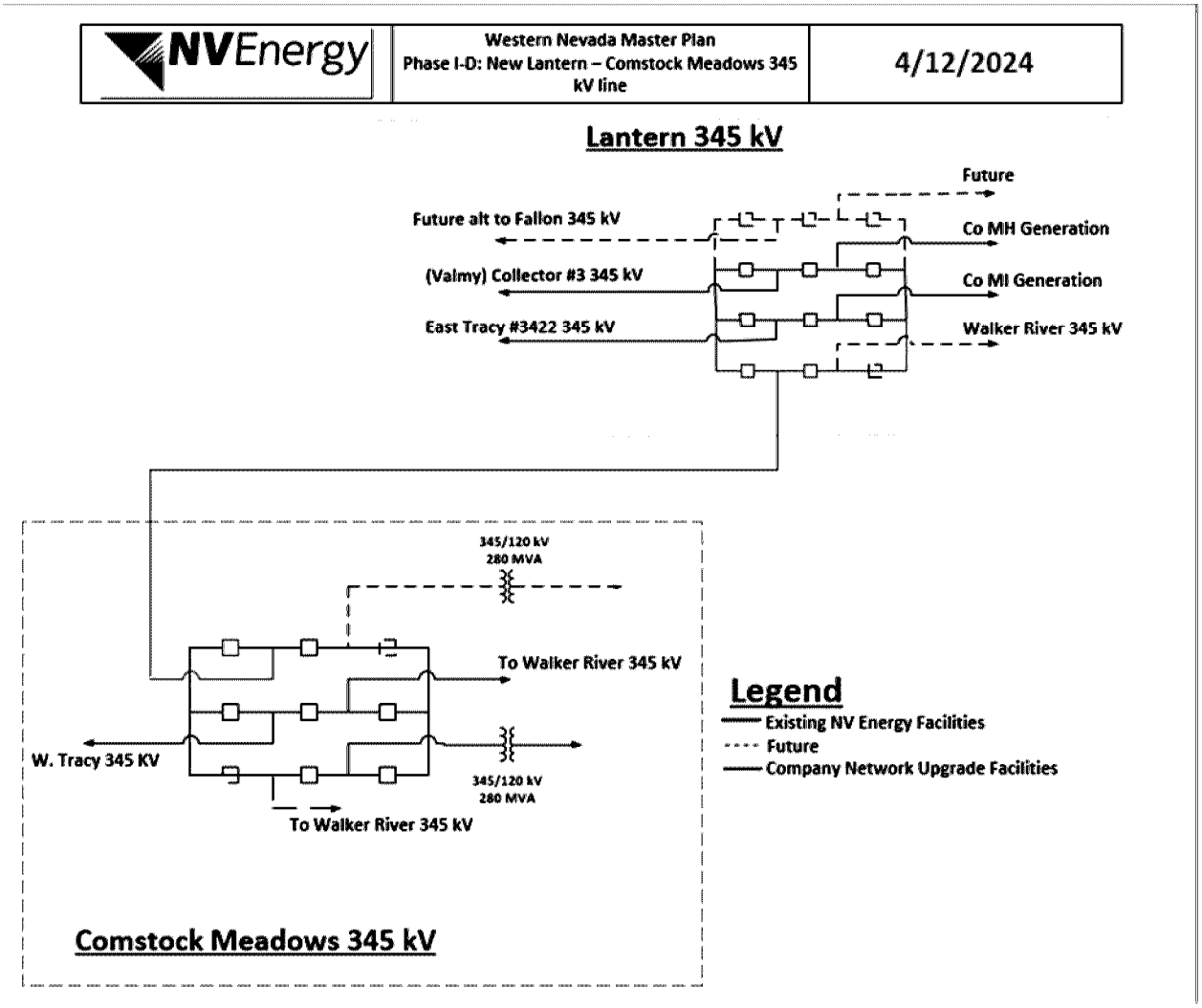


Phase I-C: Line Fold of Valmy – East Tracy 345 kV into New Lantern 345 kV Substation

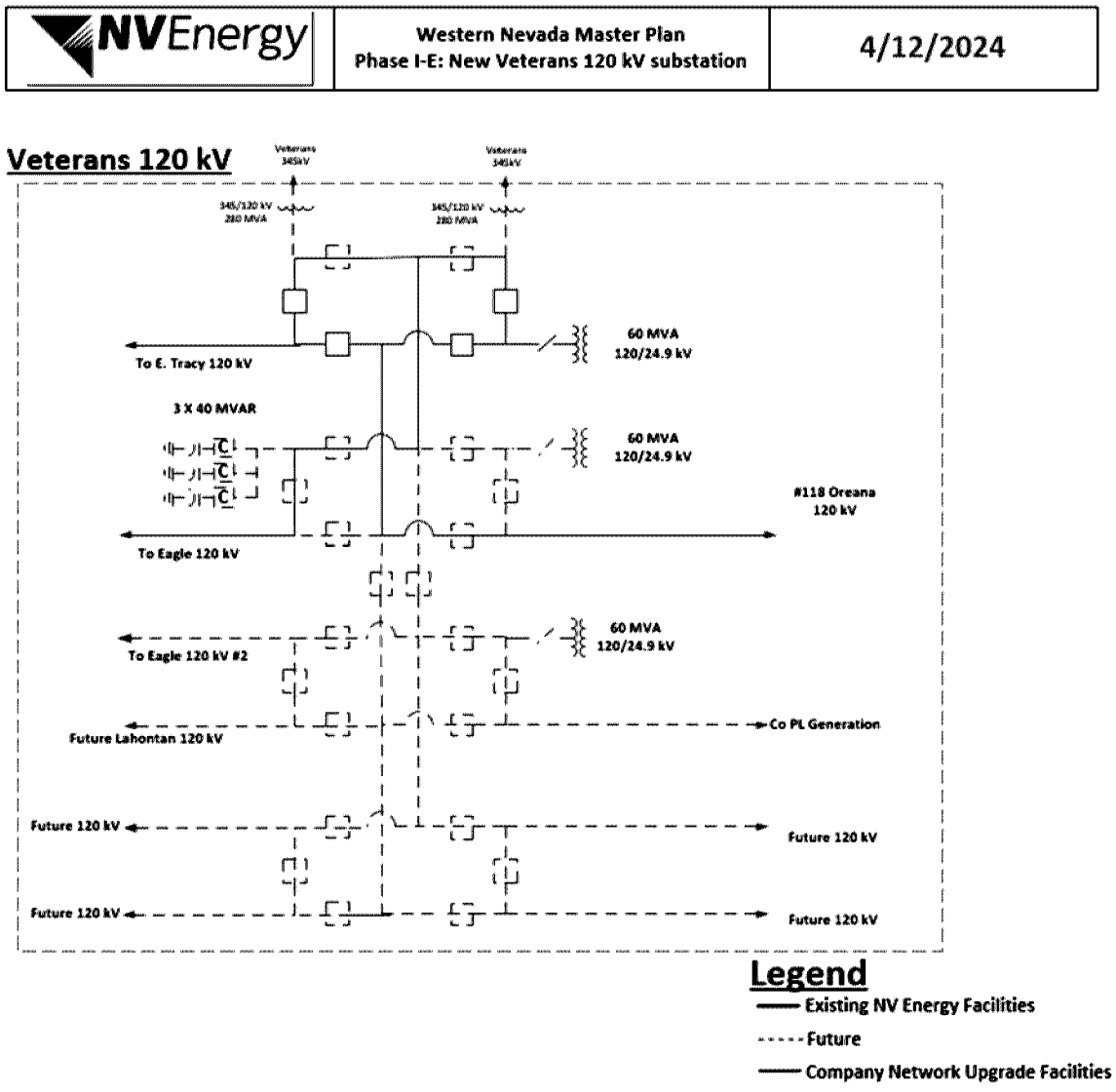


NVEnergy

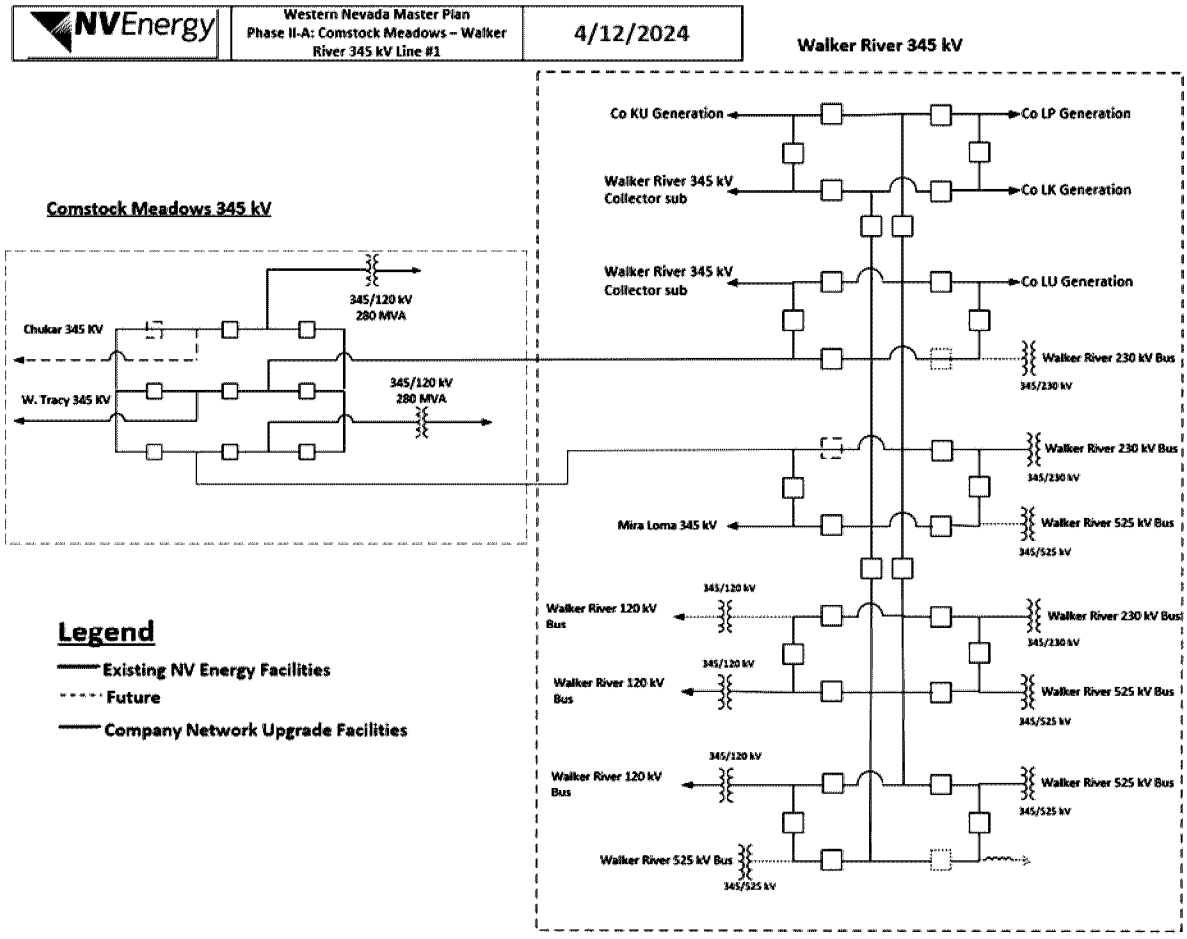
Phase I-D: New Lantern – Comstock Meadows 345 kV line



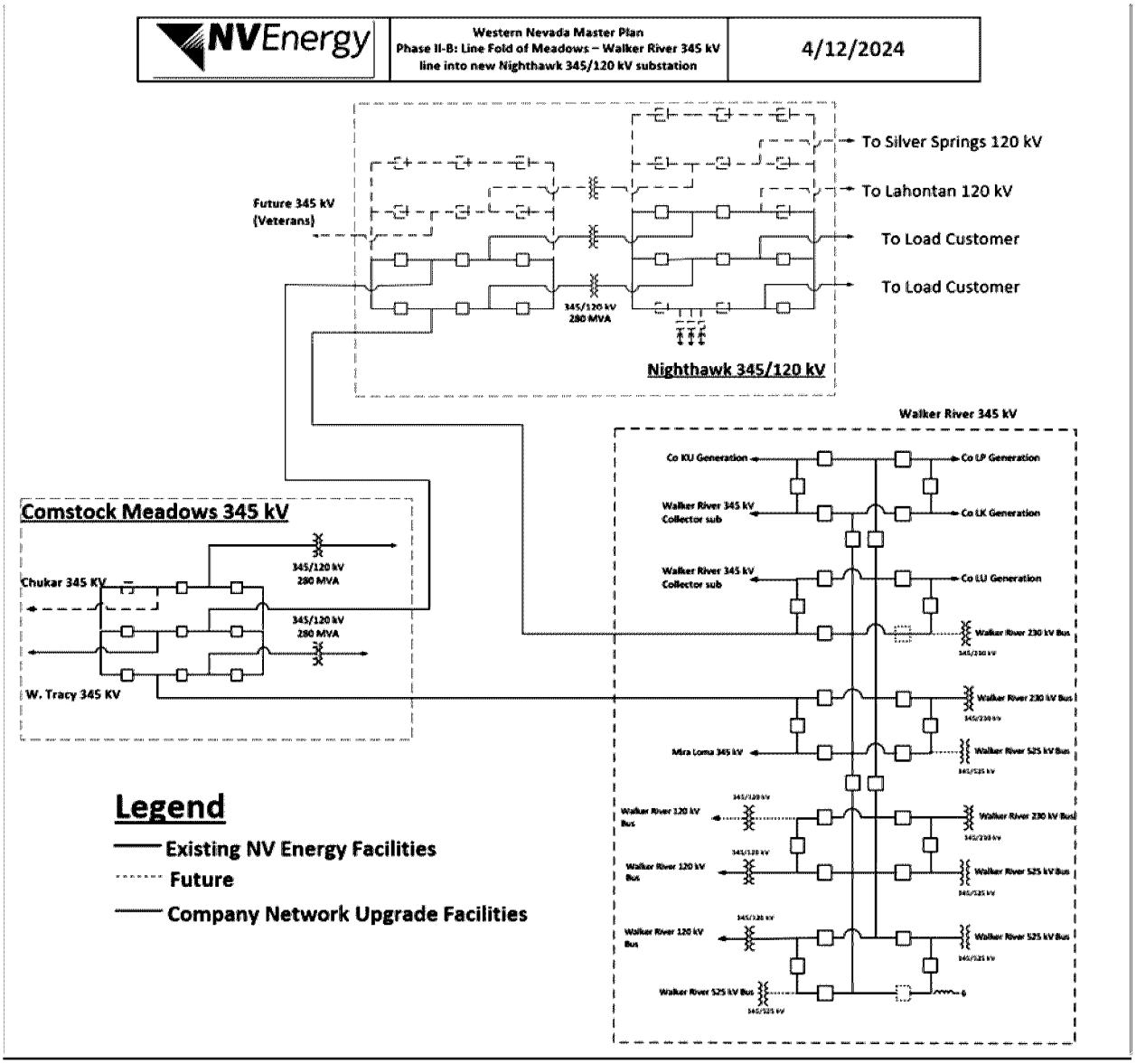
Phase I-E: New Veterans 120 kV substation



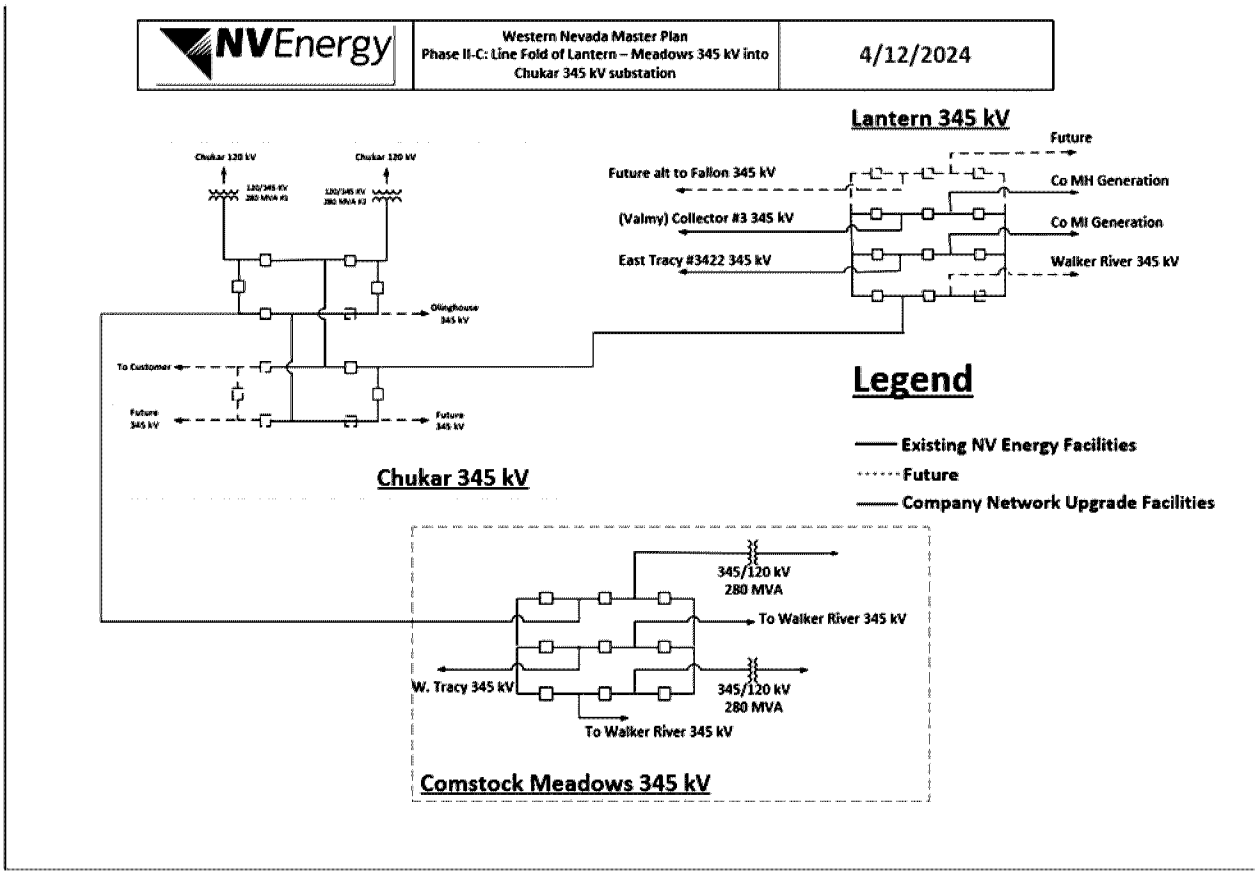
Phase II-A: Comstock Meadows – Walker River 345 kV Line #1 substation



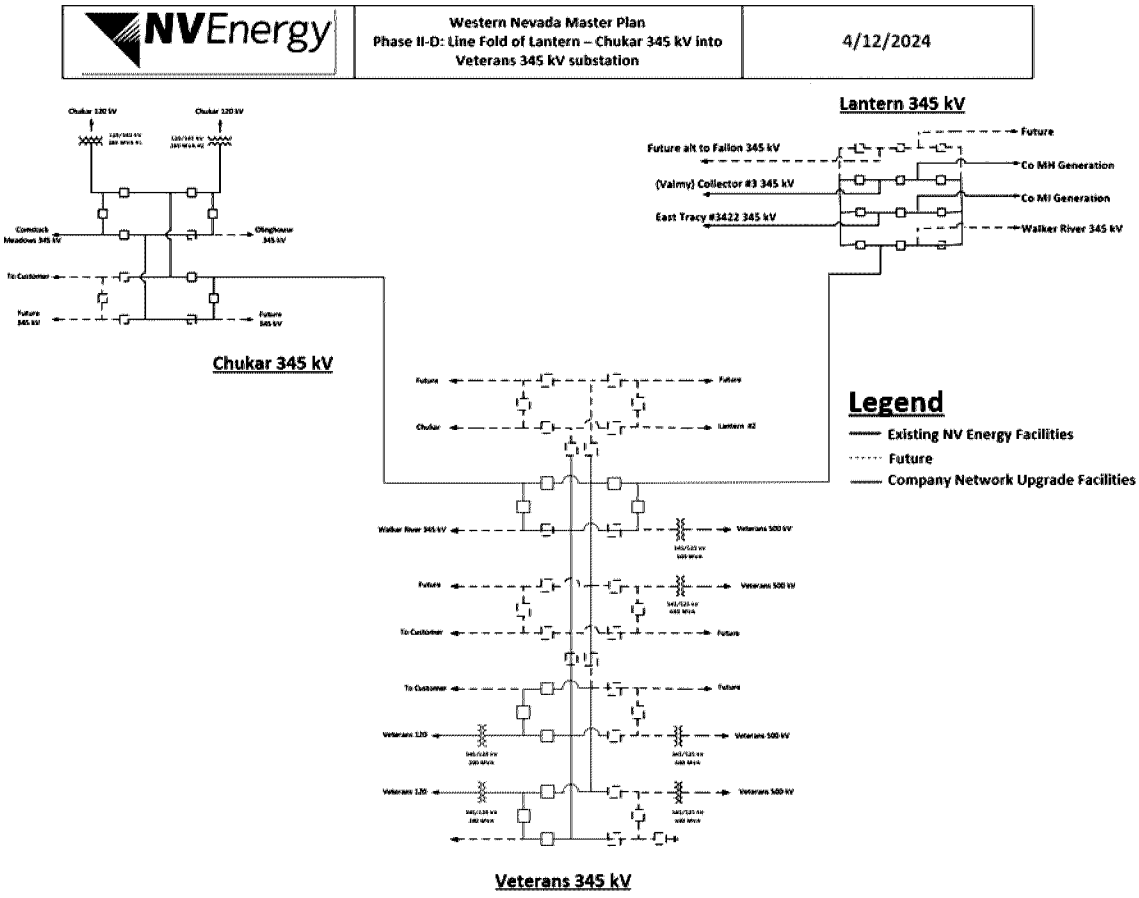
Phase II-B: Line Fold of Meadows – Walker River 345 kV line into new Nighthawk 345/120 kV substation



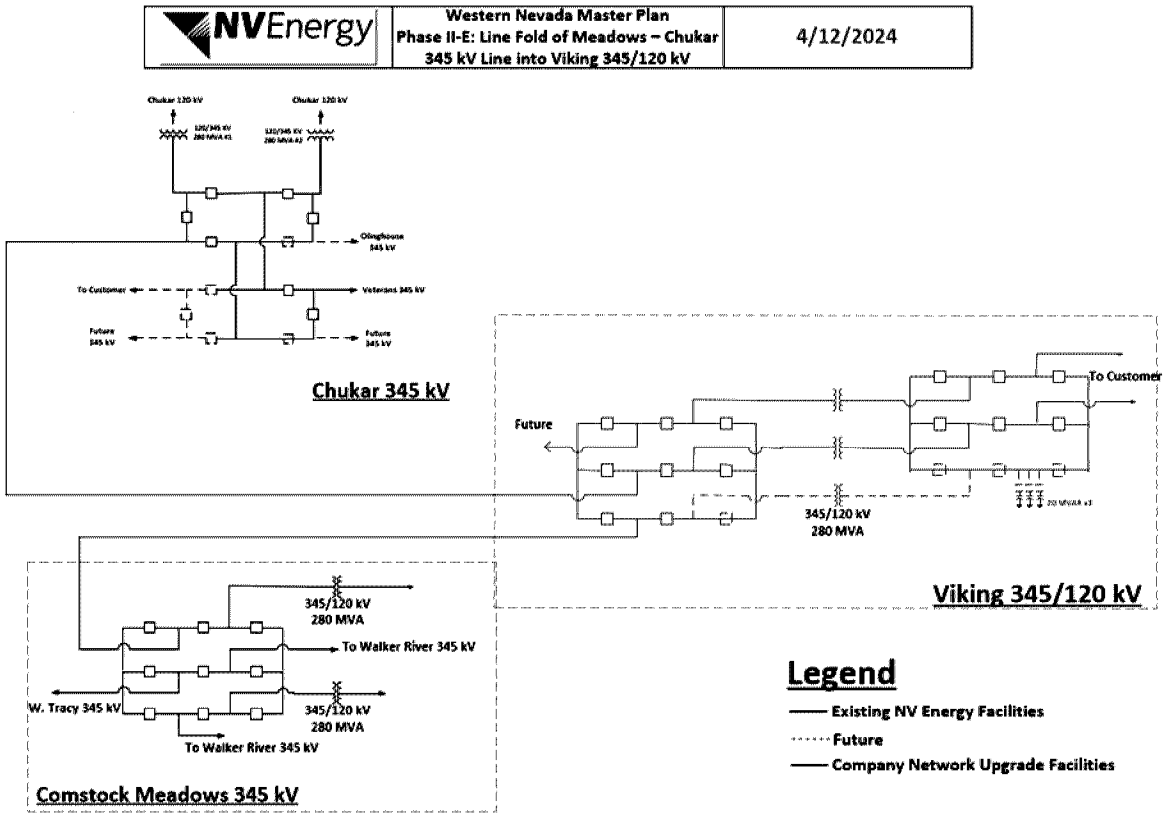
Phase II-C: Line Fold of Lantern – Meadows 345 kV into Chukar 345 kV substation



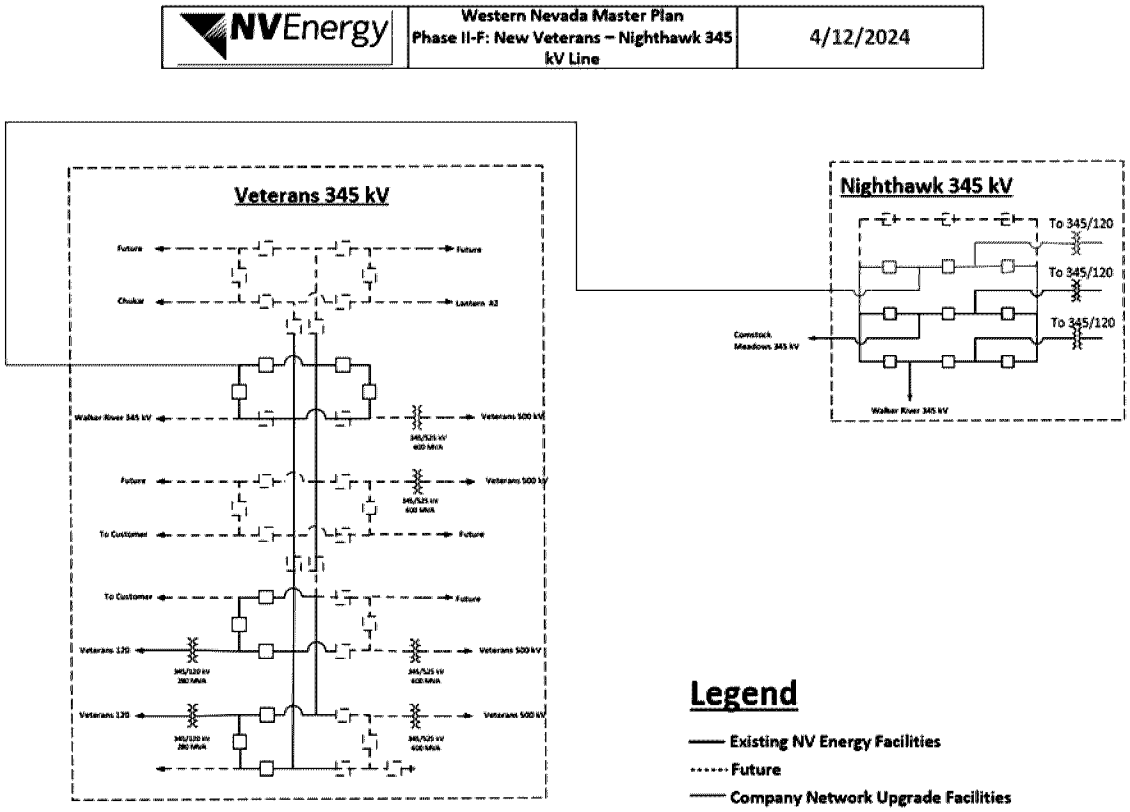
Phase II-D: Line Fold of Lantern – Chukar 345 kV into Veterans 345 kV substation



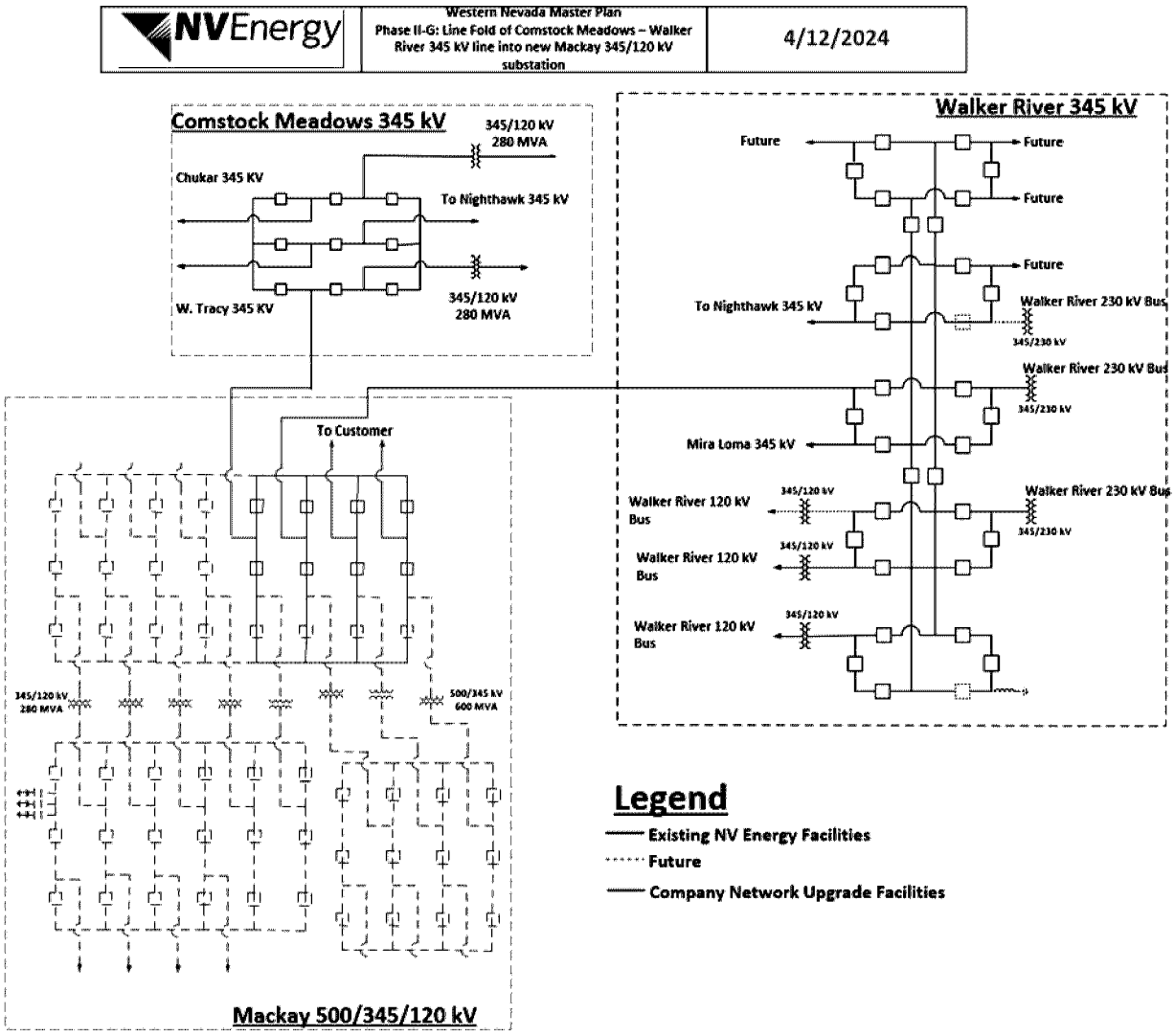
Phase II-E: Line Fold of Meadows – Chukar 345 kV Line into Viking 345/120 Kv



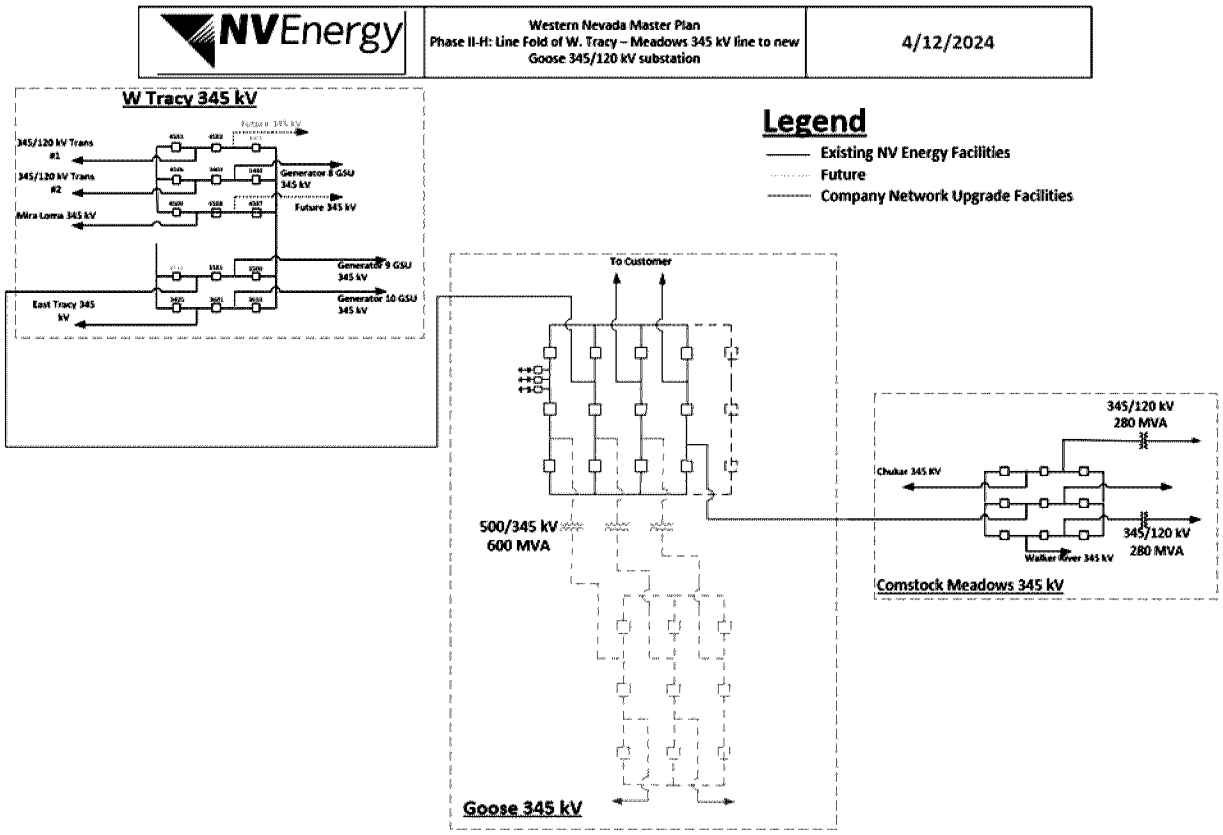
Phase II-F: New Veterans – Nighthawk 345 kV Line



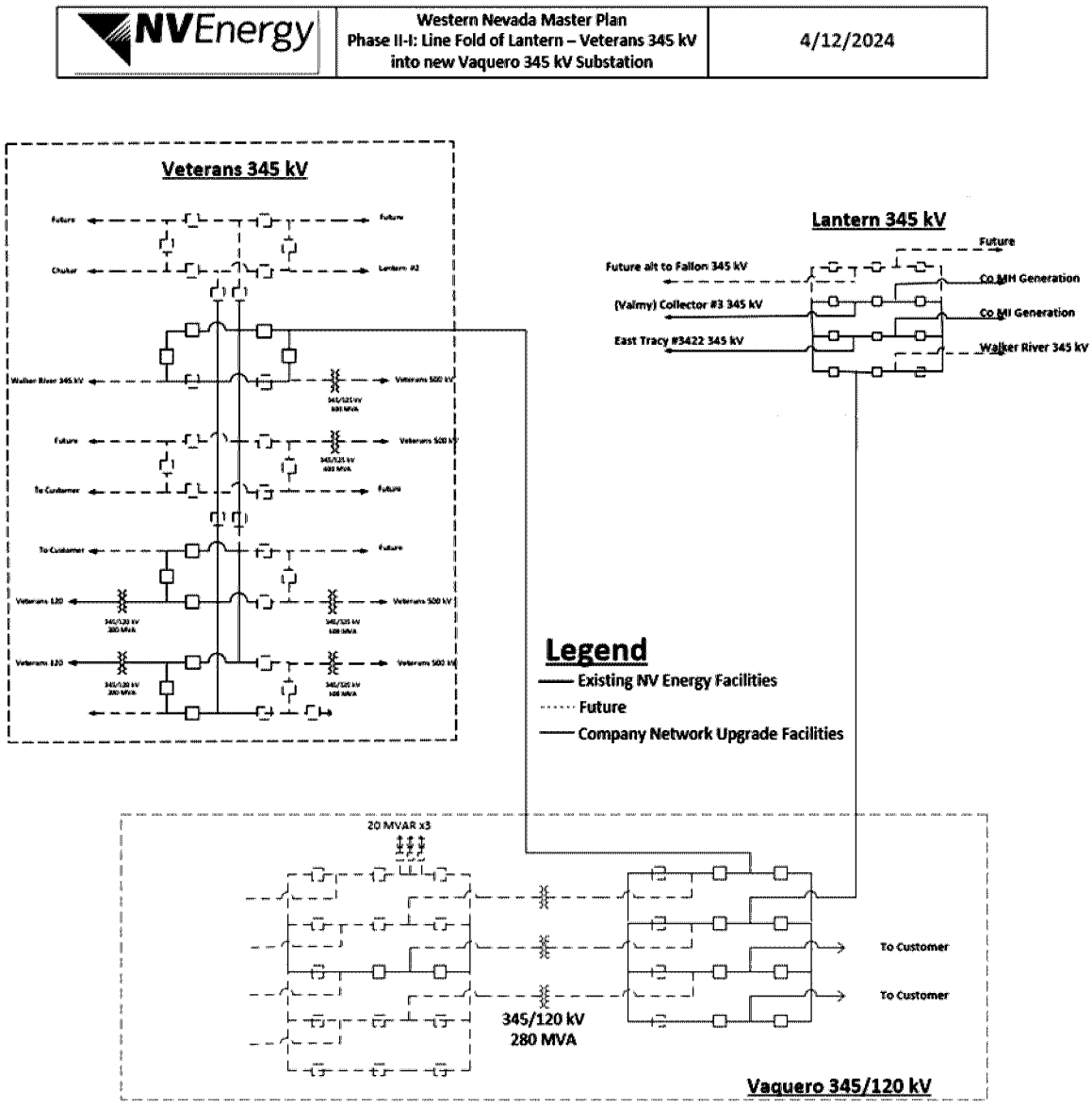
Phase II-G: Line Fold of Comstock Meadows – Walker River 345 kV line into new Mackay 345/120 kV substation



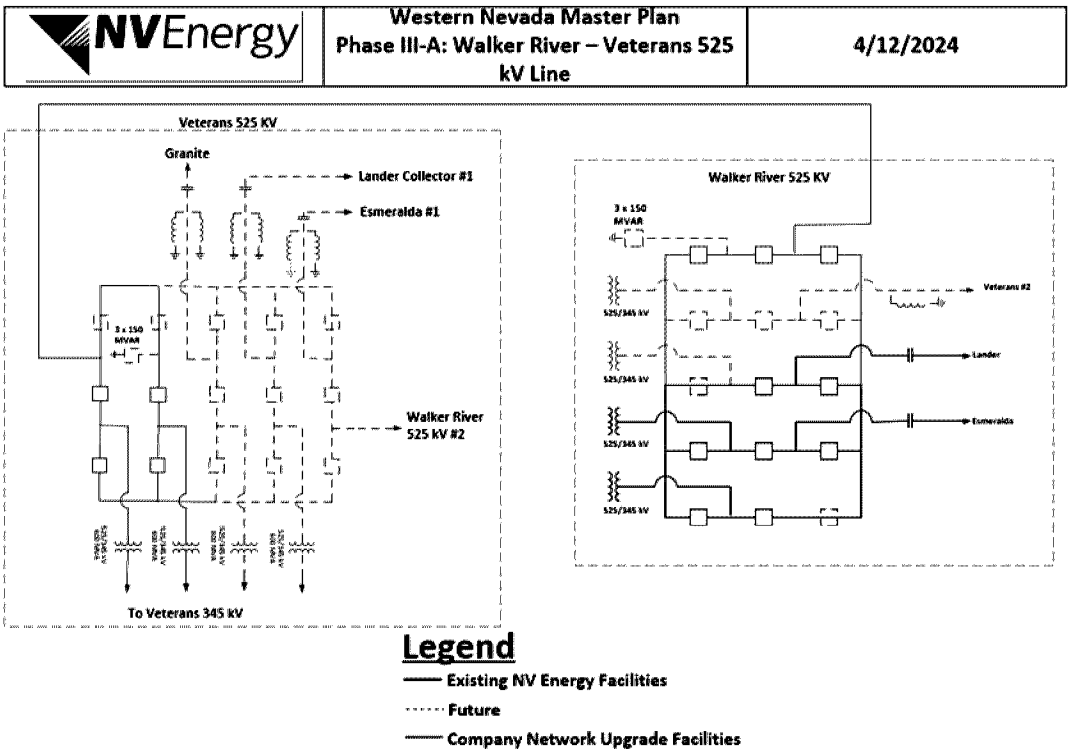
Phase II-H: Line Fold of W. Tracy – Meadows 345 kV line to new Goose 345/120 kV substation



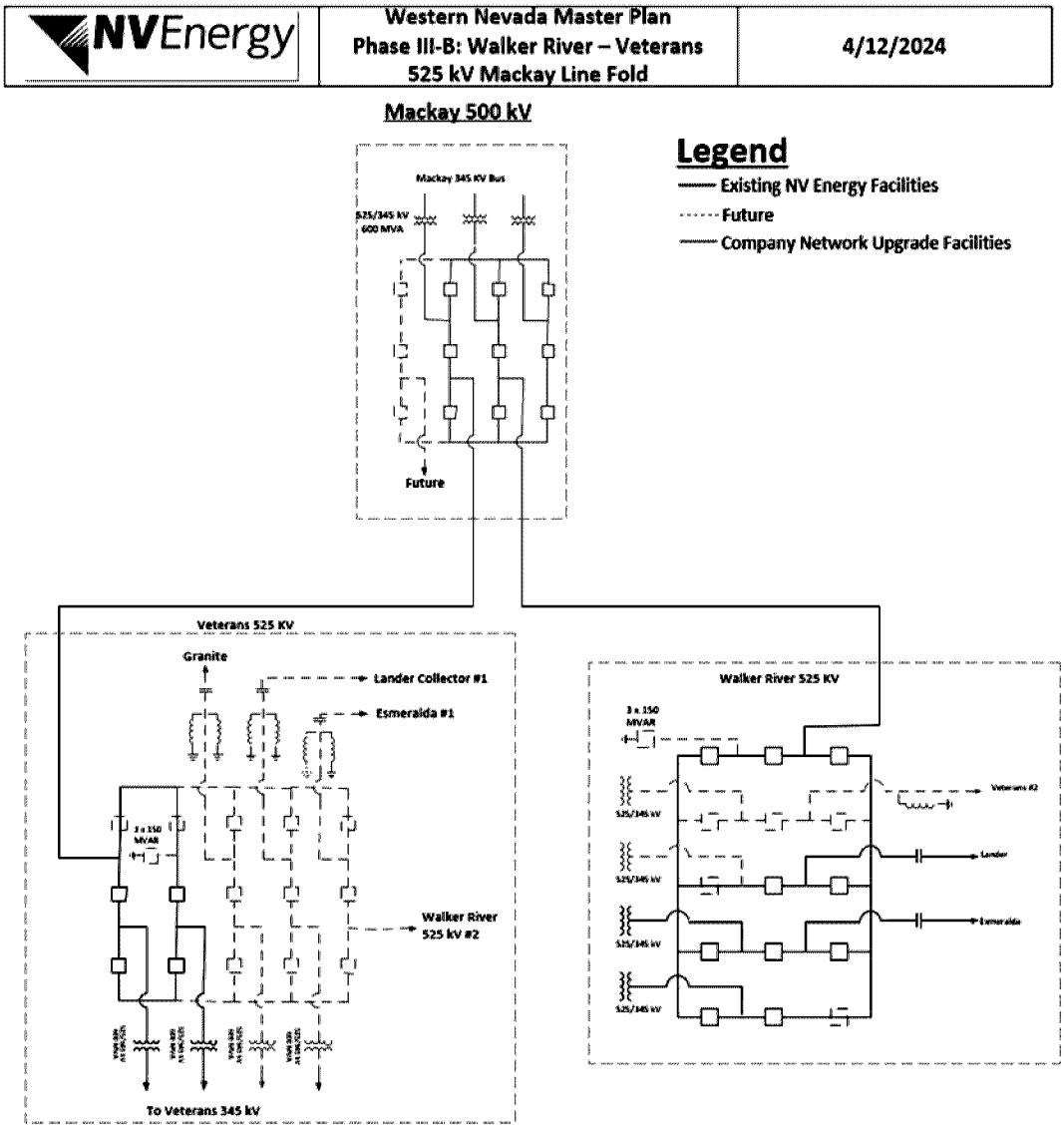
Phase II-I: Line Fold of Lantern – Veterans 345 kV into new Vaquero 345 kV Substation



Phase III-A: Walker River – Veterans 525 kV Line

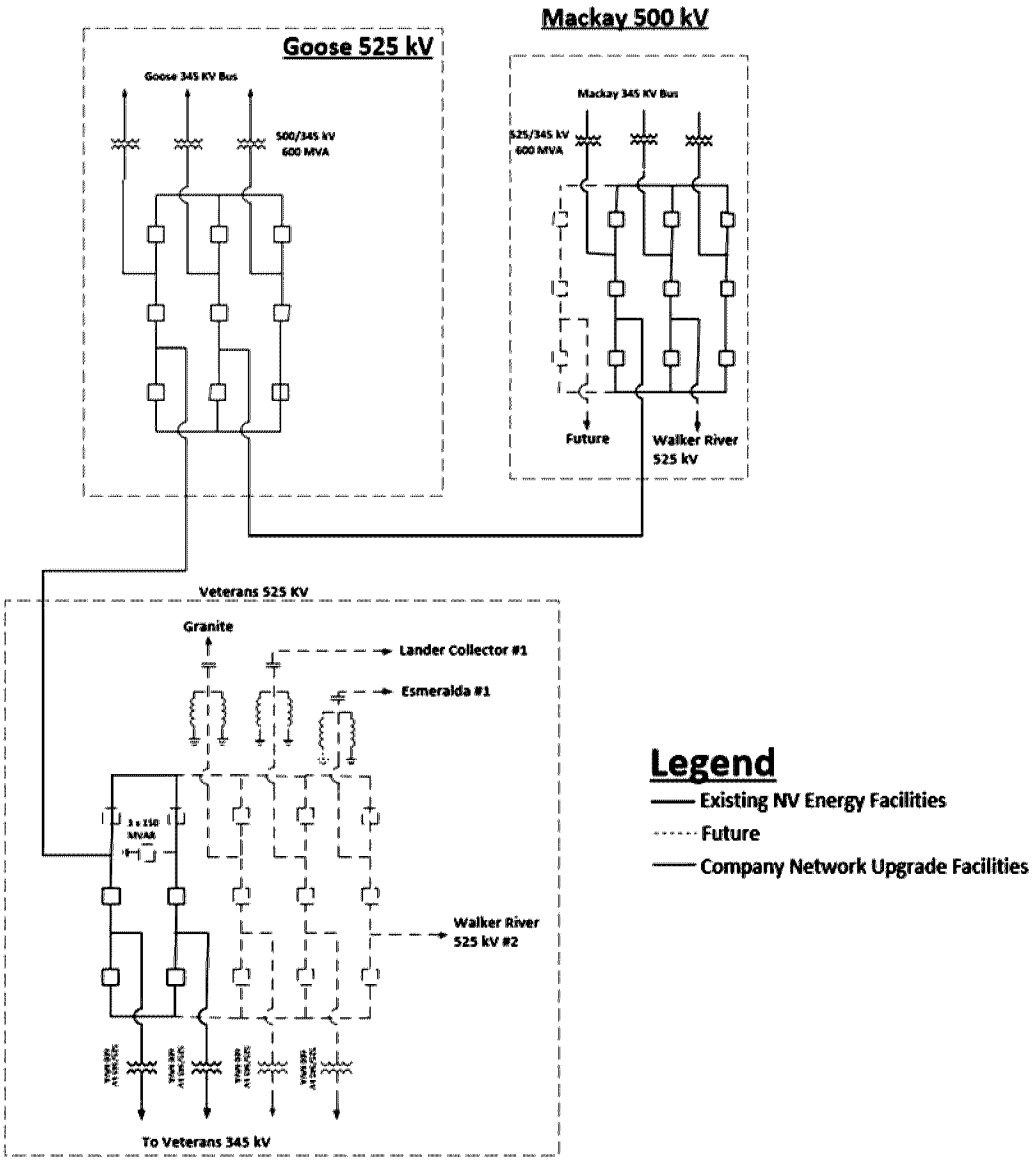


Phase III-B: Walker River – Veterans
525 kV Mackay Line Fold



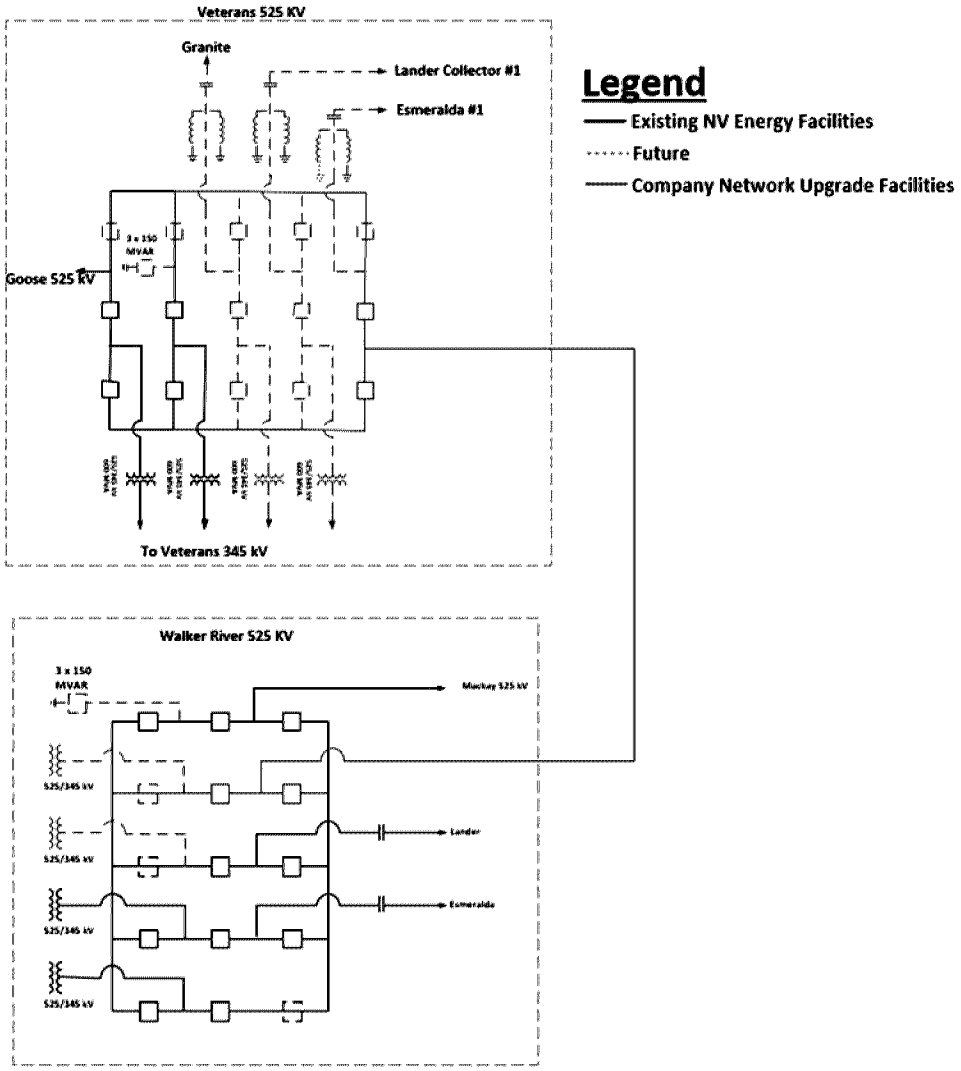
Phase III-C: Veterans - Mackay 525 kV Goose Line Fold

NVEnergy	Western Nevada Master Plan Phase III-C: Veterans - Mackay 525 kV Goose Line Fold	4/12/2024



Phase III-D: Walker River - Veterans 525 kV Line #2

NVEnergy	Western Nevada Master Plan Phase III-D: Walker River - Veterans 525 kV Line #2	4/12/2024



TRAN-4

Project Name	Associated Agreements
Greenlink	**LGIA**[1] (Multiple Clusters) **NITS**[2] **Customers** Liberty Utilities BPA Nevada Gold Mines Switch North Plumas Sierra REC NV Energy[3] **Rule 9**[4] 24-00004 23-00061 23-00062 23-00085 22-00068 24-00020 - negotiating 24-00039 - negotiating
Reid Gardner – Harry Allen 230 kV line #3 & separation of #1 and #2 lines	**LGIA** 21-00014 (Other LGIAs are suspended)
Lantern-Comstock 345 kV line	**LGIA** 22-00090 22-00091 22-00032 **NITS Customers** - NV Energy[5] **Rule 9** 24-00004 23-00061 23-00062 23-00085 22-00068 24-00020 - negotiating 24-00039 - negotiating

[1] Large Generator Interconnection Agreement
[2] Network Integrated Transmission Service
[3] Idaho Wind (DNR), Amargosa (DNR) and Libra, etc.
[4] NV Energy's - Rule 9
[5] Sierra Solar's phase 2 required Lantern – Comstock Meadows 345 kV line

Project Name	Associated Agreements
Comstock Meadows transformer #2 280 MVA 345/120 kV	**Rule 9** 24-00004 23-00061 23-00062 23-00085 22-00068 24-00020 - negotiating 24-00039 - negotiating
West Tracy transformer #1 (second installed) 280 MVA 345/120 kV	**Rule 9** 16-00051 18-00017 18-00016 22-00001 23-00015 24-00004 23-00061 23-00062 23-00085 22-00068 24-00020 - negotiating 24-00039 - negotiating
Darling substation two (2) 37 MVA 230/12 kV	**Rule 9** 3011004285 - negotiating
Log Cabin substation 37 MVA 230/12 kV	**Rule 9** 3010603085 - negotiating
Spring Canyon substation Three (3) 37 MVA 230/12 kV	**Rule 9** 3010047083 - negotiating 3010833586 - negotiating 3010840442 - negotiating 3010885444 - negotiating
Ft Churchill-Comstock Meadow 345 kV line #2 and Ft Churchill third and fourth 600 MVA 525/345 kV transformers	**Rule 9** 24-00004 23-00061 23-00062 23-00085 22-00068 24-00020 - negotiating 24-00039 - negotiating

Project Name	Associated Agreements
Mackay 345 kV switching station	**Rule 9** 23-00062 (Tract)
Gosling 345 kV switching station	**Rule 9** 23-00061 (Tract)
Ft Churchill –Veterans 525 kV line (siting and permitting only)	**Rule 9** 23-00061 23-00062 23-00085
Naniwa 345 kV (new) switching station	**Rule 9** 23-00085
Nighthawk 345/120 kV substation	**Rule 9** 22-00068
Vaquero 345/120 kV substation	**Rule 9** 24-00039 - negotiating
Viking 345 kV switching station	**Rule 9** 24-00020 - negotiating
Veterans 345/120 kV substation	**Rule 9** 99196
Prospector 230 kV line terminal	**Rule 9** 23-00044
Valmy CTs 411 MW	**LGIA**[6] - Two Pending & PLGIA[7] **NITS Customers** -NV Energy
Dry Lake East II PV/BESS 200/200 MW	**LGIA** 19-00072 **NITS Customers** NV Energy
Libra PV/BESS 700/700 MW	**LGIA** 22-00008 **NITS Customers** NV Energy[8]

Larg Generator Interconnection Agreement – application in facility study of 5/15/2024

[7] Provisional Larg Generator Interconnection Agreement – application in review as of 5/15/2024

[8] Designated Network Resource request has been submitted as of 5/15/2024 – Expected result is that Ft Churchill – Comstock Meadows 345 kV line #1 and #2 to be a "required network upgraded pursued by NV Energy". Provisionally the CT's will connect at the Valmy 345 kV bus.

Project Name	**Associated Agreements**
Corsac Geothermal Geothermal 115 MW	**LGIA** 22-00032 **NITS Customers** NV Energy[9]

[9] Designated Network Resource request has been submitted as of 5/15/2024 – Expected result is that Lantern – Comstock Meadows 345 kV line to be a "required network upgraded pursued by a prior queued customer".