available for the OEPR Period of Record. In such case, (i) it is the intent of the Parties that the OEPR be prepared using such measured meteorological and production data that is available from the OEPR Period of Record and (ii) Parties may, by written agreement, direct the OEPR Evaluator to use such additional data outside of the OEPR Period of Record as the Parties may agree. The preceding sentence does not constitute a limitation on the professional judgment of the OEPR Evaluator as to the appropriateness of using measured meteorological and/or production from outside of the OEPR Period of Record.

(d) Participation of Parties. Promptly following the Applicable NEP Verification Date, Seller and Company shall provide the OEPR Evaluator with such data from the OEPR Period of Record as they consider to be material to the preparation of the OEPR. Seller and Company shall also provide such additional data and information as the OEPR Evaluator may reasonably request. The Parties shall assist the OEPR Evaluator throughout the process of preparing the OEPR, including making key personnel and records available to the OEPR Evaluator, but neither Party shall be entitled to participate in any meetings with personnel of the other Party or review of the other Party's records. However, the OEPR Evaluator will have the right to conduct meetings, hearings or oral arguments in which both Parties are represented. Seller and Company shall have forty-five (45) Days from issuance of the draft OEPR Report to review and provide feedback to the OEPR Evaluator on such report.

(e) Terms of Engagement. Upon selection of the OEPR Evaluator, as set forth in this Attachment U (Calculation and Adjustment of Net Energy Potential), the Seller shall retain and contract with the OEPR Evaluator in accordance with the terms of this Attachment U (Calculation and Adjustment of Net Energy Potential). The OEPR Evaluator's scope of work and expected deliverables for all OEPRs must be acceptable to Company and shall, among other things, require the OEPR Evaluator to provide (i) an estimated single number with a P-Value of 95 for annual Net Energy that could be produced by the Facility based on the estimated long-term monthly and annual total of such

production over a period of ten years; (ii) the data on plane of array of irradiance and corresponding power output used in arriving at the aforementioned estimated annual Net Energy; (iii) the GPR Performance Metric as provided in Section 2.6(b)(iii) (Commencing With Initial OEPR) or Section 2.6(b)(iv) (Commencing With First Subsequent OEPR and Thereafter) of this Agreement, as applicable; and (iv) any additional information that may be reasonably required by a Party with respect to the methodology used by the OEPR Evaluator to reach its conclusion. The provisions of this Attachment U (Calculation and Adjustment of Net Energy Potential) do not impose a limit on the OEPR Evaluator's professional judgment as to what other estimates (if any) to include in the OEPR. Without limiting the professional judgment of the OEPR Evaluator in estimating the Net Energy Potential and GPR Performance Metric, the following is a general description of how the Parties anticipate that the OEPR Evaluator will proceed:

> The purpose of an OEPR is to implement the intent of the Parties as set forth in Section 1(a) (Net Energy Potential and the Intent of the Parties) of this Attachment U (Calculation and Adjustment of Net Energy Potential) by evaluating (i) whether, when the Renewable Resource Baseline (as estimated by the OEPR Evaluator on the basis of the typical meteorological year as derived from the Site's measured meteorological data) is present and the Facility is in Full Dispatch, the Facility is capable of doing what the Parties expected the Facility to do: i.e., generating and delivering to the Point of Interconnection electric energy in an amount consistent with the then applicable Net Energy Potential of the Facility (i.e., the estimate of Net Energy Potential then being used to calculate the monthly Lump Sum Payment pursuant to Section 3 (Calculation of Lump Sum Payment) of Attachment J (Company Payments for Energy, Dispatchability and Availability of BESS to this Agreement); and (ii) if the Facility is not doing what the parties expected in this

regard, identifying a new estimated single number with a P-Value of 95 for annual Net Energy that could be generated and delivered by the Facility based on the estimated long-term monthly and annual total of such production over a period of the next ten years.

At a high level, the analysis relies on reported Actual Output (i.e., energy produced by the Facility and delivered to the Point of Interconnection) during the OEPR Period of Record to estimate Facility performance over a future evaluation period of ten years. The data from the OEPR Period of Record are first quality screened and evaluated. One-time events are assessed and removed from the record where appropriate. Values for potential energy are then calculated from the reported energy production measured at the Point of Interconnection by adjusting for 100% availability and undispatched energy. Suitable long-term reference data sets are then identified by analyzing the reference for irradiance and the normalized values for potential energy production at the Point of Interconnection over the OEPR Period of Record. Relationships between selected long-term reference irradiance data sets and normalized values for potential energy production at the Point of Interconnection are used to calculate long-term values for such on a monthly and annual basis. Finally, estimates of future Facility availability (assuming a PV System Equivalent Availability Factor of 98%) and losses (such as system degradation and balance of plant losses) are applied in order to calculate the Net Energy Potential. For this purpose, no reductions are made for future estimates of energy that Company may choose not to dispatch. If a copy of the IE Energy Assessment Report and/or any previous OEPR is available to the OEPR Evaluator, the OEPR Evaluator should review such Report(s) before commencing preparation of the OEPR

and evaluate whether it is appropriate for the OEPR Evaluator to take into account any of the work reflected in the IE Energy Assessment Report and/or any previous OEPR.

(f) Timeline and Fees. The terms of engagement with the OEPR Evaluator shall require the OEPR Evaluator to provide, for Party review, a draft OEPR that shall include a NEP OEPR Estimate and a Guaranteed Measured Performance Ratio Benchmark within 30 Days following the Applicable NEP Verification Date ("First OEPR"). The OEPR Evaluator shall be required to provide its completed OEPR within 30 Days following the end of the Parties' 45-Day review period under Section 4(d) (Participation of the Parties) of this Attachment U (Calculation and Adjustment of Net Energy Potential). The Parties shall each pay fifty percent (50%) of the fees and expenses charged by the OEPR Evaluator in connection with the Initial OEPR. For the Initial OEPR, the OEPR Evaluator's fees and costs must be acceptable to Company. Seller shall pay all of the fees and expenses charged by the OEPR Evaluator in connection with any Subsequent OEPR. Seller shall also pay for any reasonable internal fees and costs incurred by the Company as a result of its participation in the process set forth in Section 4(d) (Participation of Parties) of this Attachment U (Calculation and Adjustment of Net Energy Potential).

(g) Review of the First OEPR Evaluator Report. In the event Company or Seller does not agree with the NEP OEPR Estimate or GPR Performance Metric determined by the First OEPR Evaluator, Seller or Company may, within 30 Days of issuance of the First OEPR, engage, at its own cost, a different expert evaluator from the OEPR Consultants List (the "Second OEPR Evaluator") to prepare a second OEPR that shall include a NEP OEPR Estimate or GPR Performance Metric, as applicable ("Second OEPR"). The terms of engagement with the Second OEPR Evaluator shall require the Second OEPR Evaluator to issue the Second OEPR within 60 Days following the date of its appointment. In the event the NEP OEPR Estimates or GPR Performance Metric, as applicable, provided by the First OEPR Evaluator and the Second OEPR Evaluator are different then, within ten (10) Days of the issuance of the Second OEPR, the Parties shall, with the two evaluators, confer in an

attempt to mutually agree upon a NEP OEPR Estimate or GPR Performance Metric, as applicable ("OEPR Conference").

(h) Review of the Second OEPR Evaluator Report. If the Parties are unable to agree upon an NEP OEPR Estimate or GPR Performance Metric, as applicable, within 30 Days of the OEPR Conference, then within ten (10) Days thereafter the First OEPR Evaluator and Second OEPR Evaluator shall, by mutual agreement, select a third firm from the OEPR Consultants List to act as an independent OEPR Evaluator ("Third OEPR Evaluator"). The Third OEPR Evaluator shall not be a person from the same entity as the First OEPR Evaluator or the Second OEPR Evaluator. The Parties shall direct the Third OEPR Evaluator to review the First OEPR and Second OEPR and select one as the final and binding NEP OEPR Estimate and/or GPR Performance Metric, as applicable ("Third OEPR"). The Third OEPR Evaluator shall complete its review and selection of the NEP OEPR Estimate within thirty (30) Days following his or her retention. If the Third OEPR Evaluator selects the First OEPR, then the Party requesting the Second OEPR shall pay for the cost of the Third OEPR. If the Third OEPR Evaluator selects the Second OEPR, then the Parties shall each pay fifty percent (50%) of the fees and expenses charged by the Third OEPR Evaluator in connection with the Third OEPR.

(i) Final, Binding and Conclusive. The Parties acknowledge the inherent uncertainty in estimating the Net Energy Potential and GPR Performance Metric and hereby assume the risk of such uncertainty and waive any right to dispute any of the qualification of the person or entity appointed as the OEPR Evaluator pursuant to Section 4(a) (Selection of OEPR Evaluator) and Section 4(b) (Eligibility for Appointment as OEPR Evaluator) of this Attachment U (Calculation and Adjustment of Net Energy Potential) of this Agreement, the appropriateness of the methodology used by OEPR Evaluator in preparing the OEPRs, the NEP OEPR Estimate and/or the GPR Performance Metric. Without limitation to the generality of the preceding sentence, the determination of the NEP OEPR Estimate and/or the GPR Performance Metric in the First OEPR, Second OEPR (if applicable), or final decision of the Third OEPR Evaluator (if applicable) shall be final,

conclusive and binding upon Company and Seller and shall not be subject to further dispute under Article 28 (Dispute Resolution) of the Agreement; provided that, nothing in this Section 4(i) (Final, Binding and Conclusive) of this Attachment U (Calculation and Adjustment of Net Energy Potential) shall preclude Seller from engaging an OEPR Evaluator to issue a Subsequent OEPR as allowed pursuant to Section 3 (Subsequent OEPRs) of this Attachment U (Calculation and Adjustment of Net Energy Potential).

(j) Acceptable Persons and Entities. The OEPR Evaluator and Second OEPR Evaluator shall be selected from the engineering firms listed in the Project Specific Addendum, subject to such additions or deletions effectuated by the Parties as provided in Section 4(b) (Eligibility for Appointment as Independent AF Evaluator) of Attachment T (Monthly Reporting and Dispute Resolution by Independent AF Evaluator) to this Agreement and Section 4(b) (Eligibility for Appointment as OEPR Evaluator) of this Attachment U (Calculation and Adjustment of Net Energy Potential).

ATTACHMENT V
SUMMARY OF MAINTENANCE AND INSPECTION PERFORMED
IN PRIOR CALENDAR YEAR

[DRAFTING NOTE: THIS FORM OF ATTACHMENT V IS SUITABLE FOR BOTH PV+BESS AND WIND+BESS]

(See Article 5)

DATE WORK ORDER SUBMITTED: 06/28/96
WO#: 11451
EQUIPMENT #: 1CCF-TNK-1
EQUIPMENT DESCRIPTION: AMMONIA STORAGE TANK 1
PROBLEM DESCRIPTION: PURCHASE EMERGENCY ADAPTER FITTINGS FOR UNLOADING GASPRO TANKS TO STORAGE TANK

WORK PERFORMED: PURCHASED THE NEW ADAPTERS AND VERIFIED THEIR OPERATION.

COMPLETION DATE: 06/28/96
WORK ORDER COMPLETED BY: AA

----------END OF CURRENT WORK ORDER----------

DATE WORK ORDER SUBMITTED: 05/19/96
WO#: 11136
EQUIPMENT #: 1WSA-BV-12
EQUIPMENT DESCRIPTION: MAKE-UP PI ISOLATION
PROGRAM DESCRIPTION: 'D' MAKE-UP PUMP PI ISOLATION FITTING LEAKING ON SPOOL SIDE

WORK PERFORMED: REMOVED AND REPLACED FITTINGS AND FLANGES WITH STAINLESS STEEL. THIS WORK WAS DONE DURING PUMP OVERHAUL ON WO 1374. JH

COMPLETION DATE: 06/28/96
WORK ORDER COMPLETED BY: BB

----------END OF CURRENT WORK ORDER----------

ATTACHMENT W
BESS TESTS

[DRAFTING NOTE: THIS FORM OF ATTACHMENT W IS SUITABLE FOR BOTH PV+BESS AND WIND+BESS]

Prior to achieving Commercial Operations, and in each BESS Measurement Period, unless waived by Company, Seller shall demonstrate that the BESS satisfies the (1) BESS Capacity Performance Metric, and (2) the RTE Performance Metric, each as defined and further described below.

BESS Capacity Performance Metric

The BESS Capacity Performance Metric reflecting the net output of the BESS from the Point of Interconnection can be demonstrated either through (i) operational data or (ii) a scheduled formal BESS Capacity Test.

The "BESS Capacity Performance Metric" shall be deemed to be satisfied where the BESS Capacity Ratio is not less than **100%** for an applicable BESS Measurement Period. The "BESS Capacity Ratio" shall be the number, expressed as a percentage, equal to the total "Discharge Energy" (MWh discharge) delivered to the Point of Interconnection to bring the BESS from (i) its maximum State of Charge or (ii) 100% State of Charge to a 0% State of Charge, divided by the BESS Contract Capacity.

A "BESS Capacity Test" is when the Company coordinates Company Dispatch to demonstrate the BESS maintains the power output required to follow the dispatch signal provided by the Company through a control setpoint, as measured at the Point of Interconnection, and is able to continuously discharge energy to the Point of Interconnection according to Company Dispatch to bring the BESS from (i) its maximum State of Charge or (ii) 100% State of Charge to a 0% State of Charge.

The BESS Capacity Test can only be performed when the BESS is at the lower of: (i) its maximum State of Charge or (ii) 100% State of Charge prior to the start of the BESS Capacity Test and during the BESS Capacity Test the Company Dispatch allows for continuous discharge of the BESS to 0% State of Charge with energy delivered to the Point of Interconnection.

RTE Performance Metric

The "RTE Performance Metric" is set forth in the Project Specific Addendum. The RTE Performance Metric reflecting the charging/discharging of the BESS can be demonstrated either through (i) operational data or (ii) a scheduled formal RTE Test.

Demonstration of the RTE Performance Metric requires measurement of "Charging Energy" (MWh charge) at the BESS AC input to bring the BESS from a 0% State of Charge to a 100% State of Charge from the PV System (or grid if grid charging is permitted) according to Company Dispatch, followed by measurement at the Point of Interconnection of the "Discharge Energy" (MWh discharge) delivered to the grid to bring the BESS to a 0% State of Charge according to Company Dispatch. The exact point of measurement for Charging Energy will be mutually agreed to by the Parties on the Facility's single-line diagram to be attached to the Agreement as Attachment E (Single-Line Drawing and Interface Block Diagram).

For the purposes of evaluating satisfaction of the RTE Performance Metric, the "RTE Ratio" shall be the number, expressed as a percentage, equal to the total Discharge Energy delivered to the Point of Interconnection during the BESS Capacity Test, divided by the Charging Energy measured at the BESS AC input.

The formula for the RTE Ratio is as follows:

RTE Ratio = 100% x (MWh discharge)/(MWh charge)

The RTE Performance Metric will be deemed to have been "passed" or "satisfied" to the extent the RTE Ratio is not less than the RTE Performance Metric set forth in Section 2.11(a) (RTE Test and Liquidated Damages).

An "RTE Test" is when the Company coordinates Company Dispatch to demonstrate the charging/discharging requisite to satisfy the RTE Performance Metric.

The RTE Test may be conducted concurrently with a BESS Capacity Test.

For purposes of the RTE Test, the charging cycle shall begin when the BESS is at a 0% State of Charge prior to a (i) 100% discharge cycle or (ii) BESS Capacity Test if being conducted concurrently and the Charging Energy is the amount of energy, as

measured at the BESS AC input, that brings the BESS to a 100% State of Charge.

BESS Test Procedures

After Commercial Operations, Seller shall demonstrate satisfaction of the BESS Capacity Performance Metric by reference to the operational data reflecting the net output of the BESS from the Point of Interconnection, or by conducting a scheduled formal BESS Capacity Test during such BESS Measurement Period. Once Seller demonstrates satisfaction of the BESS Capacity Performance Metric through either operational data or a scheduled formal BESS Capacity Test (100% discharge cycle), the BESS shall be deemed to have met the BESS Capacity Performance Metric and satisfied ("passed") the BESS Capacity Test for the applicable BESS Measurement Period.

After Commercial Operations, Seller shall demonstrate satisfaction of the RTE Performance Metric by reference to the operational data reflecting the charging/discharging of the BESS, or by conducting a scheduled formal RTE Test during such BESS Measurement Period. Once Seller demonstrates satisfaction of the RTE Performance Metric through either operational data or a scheduled formal RTE Test (100% charge/discharge cycle), the BESS shall be deemed to have met the RTE Performance Metric and satisfied ("passed") the RTE Test for the applicable BESS Measurement Period.

Any BESS Capacity Test or RTE Test (each a "BESS Test" and collectively, the "BESS Tests"), scheduled in lieu of being demonstrated by reference to operational data as provided below, shall be performed at a time reasonably requested by the Company in its sole discretion.

Seller shall be permitted up to a total of three (3) BESS Tests (100% discharge cycles) within a BESS Measurement Period to demonstrate satisfaction of the BESS Capacity Performance Metric and the RTE Performance Metric for such BESS Measurement Period, unless additional such tests are authorized by Company. If upon completion of the first BESS Test, Seller does not "pass" either the BESS Capacity Test or the RTE Test, Company shall attempt to notice up to two (2) additional BESS Tests within a BESS Measurement Period, for Seller to further demonstrate its performance. If a scheduled formal BESS Test is requested by Seller, Company shall attempt to schedule a formal BESS Test and Company shall provide notice to Seller no less than three (3)

Business Days prior to conducting such scheduled formal BESS Test.

If, during a BESS Measurement Period, Seller fails to pass a BESS Capacity Test, the BESS shall nevertheless be deemed to have satisfied the BESS Capacity Performance Metric for the applicable BESS Measurement Period if either (i) Company failed to notice up to three BESS Capacity Tests in order for Seller to further demonstrate the BESS' performance during such BESS Measurement Period, or (ii) Seller was unable to perform at least two (2) such noticed BESS Capacity Tests during such BESS Measurement Period due to (a) conditions on the Company System other than Seller-Attributable System Conditions or (b) an act or omission by Company. If Seller-Attributable Non-Generation is the cause for the inability to demonstrate the BESS Capacity Performance Metric, the BESS Capacity Ratio used to assess liquidated damages shall be the highest demonstrated in operational data or the most recently completed test during the applicable BESS Measurement Period.

If, during a BESS Measurement Period, Seller does not demonstrate satisfaction of the BESS Capacity Performance Metric through operational data or a BESS Capacity Test, assessment of Liquidated Damages will be based on the last of the BESS Capacity Tests performed.

If, during a BESS Measurement Period, Seller fails to pass an RTE Test, the BESS shall nevertheless be deemed to have satisfied the RTE Performance Metric for the applicable BESS Measurement Period if either (i) Company failed to notice up to three RTE Tests in order for Seller to further demonstrate the BESS performance during such BESS Measurement Period, or (ii) Seller was unable to perform at least two (2) such noticed RTE Tests during such BESS Measurement Period due to (a) conditions on the Company System other than Seller-Attributable System Conditions or (b) an act or omission by Company. If Seller-Attributable Non-Generation is the cause for not adequately demonstrating the RTE Performance Metric, the RTE Ratio used to assess LDs shall be the highest demonstrated in operational data or the most recently completed test during the applicable BESS Measurement Period.

If, during a BESS Measurement Period, Seller does not demonstrate satisfaction of the RTE Performance Metric through operational data or RTE Tests, assessment of Liquidated Damages will be based on the last of the RTE Tests performed.

Company will conduct any necessary BESS Test(s) through Company Dispatch. Company shall have the right to attend, observe and receive the results of all BESS Tests. Seller shall provide to Company the results of each BESS Test (including time stamped graphs of system performance based in operational data or test data) no later than ten (10) Business Days after any BESS Test.

ATTACHMENT X
BESS ANNUAL EQUIVALENT AVAILABILITY FACTOR

[DRAFTING NOTE: THIS FORM OF ATTACHMENT X IS SUITABLE FOR BOTH PV+BESS AND WIND+BESS]

For each BESS Measurement Period following the Commercial Operations Date, a BESS Annual Equivalent Availability Factor shall be calculated using the equation, data set and interim assumptions as provided in this Attachment X (BESS Annual Equivalent Availability Factor).

"BESS Annual Equivalent Availability Factor" shall be calculated as follows:

$$\text{BESS Annual Equivalent Availability Factor} = 100\% \times \frac{AH-EDH}{PH}$$

Where, for the 12 calendar months used to calculate the BESS Annual Equivalent Availability Factor for the BESS Measurement Period in question:

Period Hours (PH)is the total number of hours in the 12 calendar months used to calculate the BESS Annual Equivalent Availability Factor for the BESS Measurement Period in question, counting twenty-four (24) hours per Day. If, for example, the 12 calendar months in question include exactly 365 Days, PH = 8,760.

Available Hours (AH) is the number of hours that the BESS is not on Outage. It is sum of all Service Hours (SH) + Reserve Shutdown Hours (RSH).

A "BESS Outage" exists whenever the entire BESS is offline and unable to charge or discharge electric energy and is not in Reserve Shutdown state.

Service Hours (SH) is the number of hours that the BESS is online and (i) charging from the PV System, the WTGs or Company System, or (ii) discharging electric energy to the Company System.

Reserve Shutdown Hours (RSH) is the number of hours the BESS is available but not charging or discharging electric

energy or is offline at the Company's request for reasons other than Seller-Attributable Non-Generation. For purposes of calculating the BESS Annual Equivalent Availability Factor, any hours during which the BESS or any portion of the BESS is unavailable due to Force Majeure shall be deemed to be Reserve Shutdown Hours for the calendar month in question.

A "BESS Derating" exists when the BESS is available but at less than BESS Contract Capacity (MW), including deratings due to Seller-Attributable Non-Generation or those by Company pursuant to Section 8.3 (Company Rights of Dispatch). For the avoidance of doubt, if there is a BESS Outage occurring, there cannot also be a BESS Derating.

Equivalent Derated Hours (EDH) is the sum of ESADH, EPDH, and EUDH. For deratings due to BESS inverter unavailability, the equivalent full outage hour(s) are calculated by multiplying the actual duration of the derating (hours) by the number of inverters in the BESS unavailable and dividing by the total number of inverters in the BESS. For deratings that do not impact the availability of an entire BESS inverter or set of entire BESS inverters, the equivalent full outage hour(s) are calculated by multiplying the actual duration of the derating (hours) by the size of the derating (in MW) and dividing by the BESS Contract Capacity (MW).

Equivalent Seller-Attributable Derated Hours (ESADH): A Seller-Attributable Derating occurs when a derating exists due to Seller-Attributable Non-Generation or deratings by Company pursuant to Section 8.3 (Company Rights of Dispatch). Each individual derating is transformed into equivalent full outage hour(s). These equivalent hour(s) are then summed for the applicable BESS Measurement Period and the immediately preceding three (3) full BESS Measurement Periods.

EPDH is the equivalent planned derated hours, including Planned Deratings (PD) and Maintenance Deratings (D4). A Planned Derating is when the BESS experiences a derating scheduled well in advance and for a predetermined duration. A Maintenance Derating is a derating that can be deferred beyond the end of the next weekend (Sunday at midnight or before Sunday turns into Monday) but requires a reduction in capacity before the next Planned Derating (PD). Each individual derating is transformed into

equivalent full outage hour(s) by multiplying the actual duration of the Derating (hours) by (i) the size of the reduction (MW) divided by (ii) BESS Contract Capacity (MW). These equivalent hour(s) are then summed for the applicable BESS Measurement Period and the immediately preceding three (3) full BESS Measurement Periods.

EUDH is the equivalent unplanned derated hours. An Unplanned Derating (Forced Derating) occurs when the BESS experiences a derating that requires a reduction in availability before the end of the nearest following weekend. Each individual Unplanned Derating is transformed into equivalent full outage hour(s). These equivalent hour(s) are then summed for the applicable BESS Measurement Period and the immediately preceding three (3) full BESS Measurement Periods.

The following examples are provided as illustrative examples only:

Example A: The BESS was continuously available, with no BESS Outages or BESS Deratings during the 12 months used to calculate the BESS Annual Equivalent Availability Factor for the BESS Measurement Period in question. In this case AH = 8760 hours, EDH = 0 hours as ESADH, EPDH, and EUDH each = 0 hours

$$\text{BESS EAF} = 100\% \times \frac{8{,}760-0}{8{,}760} = 100\%$$

Example B: During the 12 months used to calculate the BESS Annual Equivalent Availability Factor for the BESS Measurement Period in question: (a) The BESS was online and charging from the PV system or discharging electric energy to the Company System for 8,400 hours and was available but not discharging electric energy due to lack of stored energy (i.e., not Seller-Attributable Non-Generation) for 226 hours; (b) The BESS experienced a Planned Derating of 7.2 MWs for 100 hours for maintenance that was scheduled a month in advance; (c) The BESS also experienced an Unplanned Derating of 62 BESS inverters for 100 hours as the derating could not be deferred to beyond the nearest following weekend. (d) The BESS did not experience any outage or derating due to Seller-Attributable Non-Generation during this period.

The BESS Contract Capacity (MW) is 10 MW and the BESS contains 100 total inverters.

PH = 8,760 hours in 12 calendar months
SH = 8,400 hours
RSH = 226 hours
AH = SH + RSH = 8,400 + 226 = 8,626 hours

ESADH = 0
EPDH = 100 hours x 7.2 MW/10 MW = 72 hours (Planned Maintenance)
EUDH = 100 hours x 62 inverters/ 100 inverters = 62 hours (Unplanned Deration (Forced Derating))

EDH = 72 hours + 62 hours = 134 hours

$$\text{BESS EAF} = 100\% \times \frac{8{,}626-134}{8{,}760} = 96.9\%$$

Requisite Data Set. Using the equation set forth on page X-1, the BESS Annual Equivalent Availability Factor shall be calculated as of the close of each BESS Measurement Period based on the data set compiled from the twelve (12) then-most-recent calendar months subsequent to the Commercial Operations Date. A consequence of requiring a 12-month data set subsequent to the Commercial Operations Date is that, during the initial Contract Year such data set will not be available. During that period, the BESS Annual Equivalent Availability Factor shall be calculated as provided in the paragraph immediately below captioned "Interim Assumptions."

Interim Assumptions. Until such time as there are twelve (12) calendar months subsequent to the Commercial Operations Date, the calculation of the BESS Annual Equivalent Availability Factor using the equation set forth at page X-1 shall be made on the basis of the data available as of the close of each BESS Measurement Period as supplemented and limited by the following assumptions and limitations:

(a) Assumed Availability During Initial Contract Year. For the first three BESS Measurement Periods of the initial Contract Year (i.e., through the ninth (9^{th}) full calendar month of the initial Contract Year), the calculation of the BESS Annual Equivalent Availability Factor as of the end of each of these three BESS Measurement Periods shall assume that the BESS is one hundred percent (100%) available during the calendar months remaining between the

close of such BESS Measurement Period and the end of the initial Contract Year; and

(b) Disregarding Data For Period Prior to First Calendar Month of Initial Contract Year. If the Commercial Operation Date occurs on a day that is not the first day of a calendar month, the period between the Commercial Operations Date and the first day of the first calendar month following the Commercial Operations Date is not included in the first BESS Measurement Period and the data from this excluded period shall not be used in the calculation of the BESS Annual Equivalent Availability Factor.

ATTACHMENT Y
BESS ANNUAL EQUIVALENT FORCED OUTAGE FACTOR

[DRAFTING NOTE: THIS FORM OF ATTACHMENT Y IS SUITABLE FOR BOTH PV+BESS AND WIND+BESS]

$$EFOF = 100\% \times \frac{(FOH + EUDH + ESADH)}{8760}$$

Where:
Equivalent Unplanned (Forced) Derated Hours (EUDH) is calculated in accordance with Attachment X (BESS Annual Equivalent Availability Factor) of this Agreement.

Equivalent Seller Attributable Derated Hours (ESADH) is calculated in accordance with Attachment X (BESS Annual Equivalent Availability Factor) of this Agreement.

Forced Outage Hours (FOH) = Sum of all hours the BESS experienced an Unplanned (Forced) Outage during the applicable BESS Measurement Period and the immediately preceding three (3) full BESS Measurement Periods.

Unplanned (Forced) Outage: An outage that requires removal of the entire BESS from service before the end of the nearest following weekend that is not planned, including those caused by Seller-Attributable Non-Generation or those imposed by Company pursuant to Section 8.3 (Company Rights of Dispatch).

EXAMPLE CALCULATION:

Assume a 50 MW BESS that for the BESS Measurement Period in question was completely out of service for 50 hours. For the BESS Measurement Period in question, it also had the following deratings:

Duration of Derating	MW Size Reduction
100 Hours	25 MW
20 Hours	20 MW
50 Hours	5 MW

During the three preceding BESS Measurement Periods, the BESS had a total of 150 Forced Outage Hours and a total of 100 Equivalent Forced Derated Hours.

FOH = 50 hours + 150 hours = 200 hours
EUDH = ((100x25)/50)+((20x20)/50))+((50x5)/50))+100 = 163 hours

$$EFOF = 100\% \times \frac{(200 + 163)}{8760} = 4.1\%$$