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RENEWABLE ENERGY PURCHASE AGREEMENT
FOR
SOLAR ENERGY RESOURCES

BETWEEN

ROCKING R SOLAR, LLC

AND

SOUTHWESTERN ELECTRIC POWER COMPANY

December 1, 2021

Draft Version

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RENEWABLE ENERGY PURCHASE AGREEMENT
BETWEEN
ROCKING R SOLAR, LLC
AND
SOUTHWESTERN ELECTRIC POWER COMPANY

This Renewable Energy Purchase Agreement (this "REPA") is made this 1st day of December, 2021 (the "Effective Date"), by and between Rocking R Solar, LLC ("Seller"), a Delaware limited liability company, with a principal place of business at 1166 Avenue of the Americas, Ninth Floor, 1166 Avenue of the Americas, Ninth Floor, New York, NY 10036, and Southwestern Electric Power Company ("Purchaser"), a Delaware corporation, with a principal place of business at c/o American Electric Power Service Corporation, 1 Riverside Plaza, 29th Floor, Columbus, Ohio 43215-2355. Seller and Purchaser are hereinafter referred to individually as a "Party" and collectively as the "Parties".

INTRODUCTION

WHEREAS, Seller desires to develop, design, construct, own or lease and operate a solar photovoltaic electric generating facility with a total nameplate capacity of 72.5 MW AC, which is further defined below as the "Facility"; and

WHEREAS, Seller intends to locate the Facility in Caddo Parish, Louisiana, and to interconnect the Facility with the Transmission Operator's System; and

WHEREAS, Seller desires to sell and deliver to Purchaser at the Point of Delivery all of the Renewable Energy Products generated by the Facility, and Purchaser desires to buy the same from Seller; and

WHEREAS, Purchaser has accepted Seller's offer to sell such Renewable Energy Products in accordance with the terms and conditions set forth in this REPA.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1
DEFINITIONS AND RULES OF INTERPRETATION

1.1 Rules of Construction.

The capitalized terms listed in this Article shall have the meanings set forth herein whenever the terms appear in this REPA, whether in the singular or the plural or in the present or past tense. Other terms used in this REPA but not listed in this Article shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and

generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

(A) The masculine shall include the feminine and neuter.

(B) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this REPA.

(C) The Exhibits attached hereto are incorporated in and are intended to be a part of this REPA; provided that, in the event of a conflict between the terms of any Exhibit and the terms of Articles 1 through 20 of this REPA, the terms of Articles 1 through 20 of this REPA shall take precedence.

(D) This REPA was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this REPA and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this REPA or any part hereof.

(E) The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this REPA. Unless expressly provided otherwise in this REPA, (i) where this REPA requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever this REPA gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Each reference in this REPA to any agreement or document (including those set forth electronically on an internet web site) or a portion or provision thereof shall be construed as a reference to the relevant agreement or document as amended, supplemented or otherwise modified from time to time.

(G) Each reference in this REPA to Applicable Laws and to terms defined in, and other provisions of, Applicable Laws (including those set forth electronically on an internet web site) shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.

(H) Each reference in this REPA to a Person includes its successors and permitted assigns and, in the case of a Governmental Authority, any Person or Persons succeeding, in whole or in part, to its functions and capacities.

(I) In this REPA, the words "include," "includes" and "including" are to be construed as being at all times followed by the words "without limitation."

1.2 Interpretation with Interconnection Agreement.

(A) The Parties recognize that Seller will enter into a separate Interconnection Agreement with the Interconnection Provider and the Transmission Operator.

(B) The Parties acknowledge and agree that the Interconnection Agreement shall be a separate and free-standing contract and that the terms of this REPA are not binding upon the Interconnection Provider or the Transmission Operator.

(C) Notwithstanding any other provision in this REPA, nothing in the Interconnection Agreement shall alter or modify Seller's or Purchaser's rights, duties and obligations under this REPA. This REPA shall not be construed to create any rights between Seller and the Interconnection Provider or the Transmission Operator.

(D) Seller expressly recognizes that, for purposes of this REPA, the Interconnection Provider shall be deemed to be a separate entity and separate contracting party whether or not the Interconnection Agreement is entered into with Purchaser or an Affiliate of Purchaser.

1.3 Interpretation of Arrangements for Electric Supply to the Facility.

(A) The Parties recognize that this REPA does not provide for the supply of any electric service by Purchaser to Seller or to the Facility, and Seller must enter into separate arrangements for the supply of electric services to the Facility, including the supply of start-up and shutdown house power and Energy.

(B) The Parties acknowledge and agree that the arrangements for the supply of electric services to the Facility shall be separate and free-standing arrangements and that the terms of this REPA are not binding upon the supplier of such electric services.

(C) Notwithstanding any other provision in this REPA, nothing in the arrangements for the supply of retail electric services to the Facility shall alter or modify Seller's or Purchaser's rights, duties and obligations under this REPA. This REPA shall not be construed to create any rights between Seller and the supplier of such retail electric services.

(D) Seller expressly recognizes that, for purposes of this REPA, the supplier of retail electric services to the Facility shall be deemed to be a separate entity and separate contracting party whether or not the arrangements for the supply of retail electric services to the Facility is entered into with Purchaser or an Affiliate of Purchaser.

1.4 Definitions.

The following terms shall have the meanings set forth below when used herein:

"Abandonment" means, on and after the Commercial Operation Date, the relinquishment of all possession and control of the Facility by Seller, other than a transfer permitted under this REPA.

"AC" means alternating current.

"Acceptable Credit Rating" means a Credit Rating of (a) BBB or better from Standard & Poor's Rating Services and (b) Baa2 or better from Moody's Investors Service, Inc.

"Acceptable Issuing Bank" means a United States commercial bank or a foreign bank with a United States branch, which United States commercial bank or United States branch has at the applicable time a Credit Rating of (a) A- or better from Standard & Poor's Rating Services and (b) A3 or better from Moody's Investors Service, Inc.

"Affiliate" of any Person means any other Person that controls, is under the control of, or is under common control with, the named entity. The term "control" (including the terms "controls", "under the control of" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of such Person, whether through ownership interest, by contract or otherwise.

"Ancillary Services" means regulation and frequency response services, energy imbalance services, automatic generating control, spinning reserve, non-spinning reserve, replacement reserve, reactive power (including reactive capability), voltage support and any other services that support the transmission of capacity and energy or the reliable operation of the Transmission Operator's transmission system, all to the extent included as ancillary services in the Transmission Operator's OATT, in each case, to the extent commonly sold or saleable and, in each case, only to the extent that the assets comprising the Facility on the Commercial Operation Date are Eligible to provide such services when required during the Delivery Period under normal operating conditions.

"Applicable Law" means any treaty, constitution, law, statute, ordinance, rule, order, decree, regulation or other directive which has been enacted, issued or promulgated by any Governmental Authority and is legally binding on a Party, the Facility or the Renewable Energy Products.

"Availability" means, [redacted]

"Availability Notice" shall have the meaning set forth in Section 10.7(A).

"Average Beneficial Environmental Interest Cost" means, [redacted]

"Back-Up Metering" shall have the meaning set forth in Section 5.4(C).

"Beneficial Environmental Interests" means all Non-Power Attributes associated in any way, directly or indirectly, with the Facility and all RECs associated with such Non-Power Attributes, excluding Renewable Energy Incentives and other federal, state or local tax credits, deductions and other tax benefits and financial incentives related to the ownership of the Facility or the sale to Purchaser of the output thereof.

"Business Day" means any calendar day that is not a Saturday, a Sunday, or a NERC Holiday.

"Calculation Period" means each period of two consecutive Contract Years, consisting of the Contract Year that ended immediately prior to the date when such calculation is made and the prior Contract Year.

"Capacity" means the output level, expressed in MW AC, that the Facility, or the components of equipment thereof, is capable, as of a given moment, of continuously producing and making available at the Point of Delivery, taking into account the operating condition of the equipment at that time, the auxiliary loads and other relevant factors. Capacity includes all installed capacity and unforced capacity attributed to the Facility by the Transmission Operator, the Regional Entity or any Governmental Authority, or that is commonly sold or saleable to third parties.

"Cash" shall have the meaning set forth in Section 11.1(C)(2).

[redacted]

[redacted]

"Clock Hour" means sixty-minute increments commencing at the top of the hour on the clock (i.e., 12 o'clock)

"Close of the Business Day" means 5:00 PM CPT on a Business Day.

"Commercial Operation" means that all of the Conditions to Commercial Operation specified in Section 4.7 have been satisfied or waived by the Parties.

"Commercial Operation Date" or "COD" means the date on which Seller provides notification to Purchaser, pursuant to Section 4.7, that Commercial Operation has occurred.

"Commercial Operation Milestone Date" means [redacted]

"Commission" means the Arkansas Public Service Commission and the Louisiana Public Service Commission.

"Communications Equipment" means the communication circuits from the Facility to Purchaser for the purpose of telemetering, supervisory control and data acquisition and transmittal of real time data as described in Exhibit G and voice communications as reasonably required by Purchaser.

"Comparable Renewable Energy Certificate" means [redacted]

"Conditions" shall have the meaning set forth in Section 4.7.

"Consent and Agreement" means a consent and agreement in substantially the form of Exhibit L.

"Contract Administration Committee" means one representative each from Purchaser and Seller pursuant to Section 10.3(A).

"Contract Administration Procedures" means those procedures developed pursuant to Section 10.3(B).

"Contract Rate" means the applicable rate set forth in Exhibit B.

"Contract Year" means each full calendar year of the Delivery Period, whether such calendar year is comprised of 365 or 366 Days, subject to the Proration Factor.

"CPT" means Central Prevailing Time.

"Credit Rating" means, for any Person, the senior unsecured and non-credit-enhanced long term debt rating of such Person or, if such Person does not have a senior unsecured and non-credit-enhanced long term debt rating, the issuer rating of such Person.

"Creditworthy Entity" means (i) a United States Person having at the applicable time an Acceptable Credit Rating or (ii) an Issuer that is a foreign Person acceptable to Purchaser in its reasonably exercised discretion.

"Day" means a calendar day.

"Delay Liquidated Damages" shall have the meaning set forth in Section 4.10.

"Delivery Period" means the period that commences at 0000 hours on the Commercial Operation Date and continues through the remainder of the Term.

"Dispute" shall have the meaning set forth in Section 13.9(A).

"Dispute Notice" shall have the meaning set forth in Section 13.9(A).

"Due Diligence Period" shall have the meaning set forth in Section 19.3(B).

[redacted]

"Effective Date" shall have the meaning set forth in the preamble hereto.

"Electric Metering Device(s)" means all meters, submeters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to the Renewable Energy from the Facility.

"Eligible" means technically capable of production based on the then-existing design of the Facility (including equipment and interconnection) and under the OATT.

"Emergency" means an emergency condition as defined under the Interconnection Agreement or the OATT.

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in MWh.

"Environmental Contamination" means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of federal, state or local laws or regulations, and present a material risk under federal, state or local laws and regulations that the Site will not be available or usable for the purposes contemplated by this REPA.

"Event of Default" means an event of default of Seller described in Section 12.1 or an event of default of Purchaser described in Section 12.3.

"Executive Order" shall have the meaning set forth in Section 4.4(B).

"Expected Annual Energy" means [redacted] multiplied by the Proration Factor, if applicable, with respect to any Contract Year in a Calculation Period that is not a full calendar year.

"Expected Generation" means, with respect to the period in question, the total Renewable Energy that would have been generated by the Facility and delivered to the Point of Delivery, calculated as the integrated sum of the product of the (i) Performance Ratio, (ii) the measured global horizontal irradiance incident on the collector plane, (iii) the module efficiency (taking into account module efficiency degradation) at Standard Test Conditions, and (iv) the total module collector area for the Facility at each measured interval.

"Facility" means Seller's electric generating facility and Seller's Interconnection Facilities, as identified and described in ARTICLE 3 and Exhibit A to this REPA, including all of the following, the purpose of which is to produce electricity and deliver such electricity to the Point of Delivery: Seller's equipment, buildings, all of the generation facilities, including panels, inverters, step-up transformers, output breakers,

facilities necessary to connect to the Point of Delivery, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the Renewable Energy Products subject to this REPA.

"Facility Capacity" means the Capacity capable of being generated from the Facility based on the aggregate nameplate rating of all of the Solar Units comprising the Facility, but the Facility Capacity shall not exceed 72.5 MW AC at the Point of Delivery at any point during the Term.

"Facility Financing" means the obligations of Seller or its Affiliates to any Facility Financier pursuant to the Financing Documents, including principal of, premium and interest on indebtedness, return of equity invested, return on equity invested, fees, expenses or penalties, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims or interest due with respect to any of the foregoing.

"Facility Financing Representative" means, during any period when there is only one Facility Financier, the Facility Financier, and during any period when there is more than one Facility Financier, any trustee or agent on behalf of the Facility Financiers or such other single representative designated in writing by Seller.

"Facility Financiers" means, collectively, any lenders, tax equity investors or any other financiers providing any Facility Financing.

"Failure to Extend Condition" shall have the meaning set forth in Section 11.1(C)(1).

"Failure to Replace Condition" shall have the meaning set forth in Section 11.1(D).

[redacted]

"Federal Funds Effective Rate" means the rate for that Day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H. 15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

"FERC" means the Federal Energy Regulatory Commission.

"Final Non-Appealable Order" means final non-appealable orders from each of the Commissions either (i) authorizing the Purchaser's recovery of all of the jurisdictional share of the state in which such Commission has jurisdiction of the costs associated with the Renewable Energy Products, or (ii) approving a recovery mechanism

for Purchaser's costs associated with the Renewable Energy Products that, in either case, is acceptable to Purchaser in its sole discretion.

"Financing Documents" means the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements, equity contribution or subscription agreements, partnership or limited liability agreements and other documents relating to the development, bridge, tax equity, construction or permanent debt financing for the Facility, including any credit enhancement, credit support, working capital financing, letter of credit facilities, and all such documents or agreements related to any refinancing or replacement of any of the foregoing, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Seller in connection with development, construction, ownership, leasing, operation or maintenance of the Facility.

[redacted]

"Force Majeure" shall have the meaning set forth in Section 14.1.

"Forced Outage" means any condition at the Facility that requires unplanned removal of the Facility, or some part thereof, from service, another outage state, or a reserve shutdown state. This type of outage results from, among other things, immediate mechanical, electrical or other control system trips and operator-initiated trips in response to Facility conditions or alarms.

"Good Utility Practice(s)" means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the solar power generation industry, the Transmission Operator or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition. Good Utility Practices are not intended to be the optimal practice, method or act to the exclusion of all others, but rather are intended to be any of the practices, methods or acts generally accepted for facilities similar to the Facility in the region in which the Facility is located during the relevant time period. With respect to the Facility, Good Utility Practice(s) includes taking reasonable steps to ensure that:

(A) equipment, materials, resources, and supplies, including spare parts inventories, are available in commercially reasonable quantities to meet the Facility's needs;

(B) sufficient operating personnel are available to operate the Facility on a 24 hour basis in accordance with reasonable solar industry operating practices for solar power generation equipment and are adequately experienced and trained and licensed as necessary to operate the Facility properly, efficiently, and in coordination with

Purchaser and are capable of responding to reasonably foreseeable Emergency conditions whether caused by events on or off the Site;

(C) preventive, routine, and non-routine maintenance and repairs are performed on a basis that enables, to a commercially reasonable extent, reliable, long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(D) appropriate monitoring and testing are performed to determine that equipment is functioning in compliance with this REPA;

(E) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the interconnected system or in violation of Applicable Law; and

(F) equipment and components meet or exceed the standard of durability that is generally used for solar power generation operations of this type in the region in which the Site is located and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site (which are not Force Majeure events) and under both normal and reasonably anticipated Emergency conditions (which are not Force Majeure events).

"Governmental Authority" means any federal, state, local or municipal governmental body that has jurisdiction over a Party, the Facility or the Renewable Energy Products; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power over a Party, the Facility or the Renewable Energy Products; or any court or governmental tribunal with jurisdiction over a Party, the Facility or the Renewable Energy Products.

"Guaranteed Availability" shall have the meaning set forth in Section 7.2(A).

"Hazardous Materials" means any substance, material or particulate matter that is regulated by any Governmental Authority as an environmental pollutant or dangerous to public health, public welfare, or the natural environment including protection of nonhuman forms of life, land, water, groundwater, and air, including any material or substance that is (i) defined as "toxic," "polluting," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "solid waste" or "restricted hazardous waste" under any provision of local, state, or federal law; (ii) petroleum, including any fraction, derivative or additive; (iii) asbestos; (iv) polychlorinated biphenyls; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1251); (vii) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6901); (viii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601); (ix) defined as a "chemical

substance" under the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (15 U.S.C. §2601); or (x) defined as a pesticide under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.* (7 U.S.C. §136).

[redacted]

"Independent Engineer" means an independent engineering firm mutually acceptable to the Parties.

"Interconnection Agreement" means the separate generation interconnection agreement between Seller, the Interconnection Provider and the Transmission Operator for interconnection of the Facility to the Transmission Operator's System, as such agreement may be amended from time to time.

"Interconnection Facilities" means the facilities necessary to connect Transmission Operator's System to the Point of Delivery, including breakers, bus work, bus relays, and associated equipment installed by the Interconnection Provider for the direct purpose of interconnecting the Facility, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities. Arrangements for the installation and operation of the Interconnection Facilities shall be governed by the Interconnection Agreement.

"Interconnection Provider" means the Person that owns the portion of the Transmission Operator's System (including the Interconnection Facilities that are not Seller's Interconnection Facilities) up to the Point of Delivery. As of the Effective Date, the Interconnection Provider is Southwestern Electric Power Company, a Delaware corporation.

"Investment Tax Credits" or "ITCs" means the investment tax credit under Section 38 of the Code and determined under Sections 46 and 48 of the Code.

"Issuer" means (a) with respect to a Security Fund in the form of a letter of credit, an Acceptable Issuing Bank, or (b) with respect to a Security Fund in the form of a payment guaranty, a Creditworthy Entity that is not then engaged in any Dispute or litigation with Purchaser or its Affiliates that could reasonably be expected to result in liability of such Creditworthy Entity in excess of $500,000.

"Locational Marginal Price" or "LMP" means the hourly or sub-hourly, as applicable, integrated market clearing marginal price for Energy at a given price node which is equivalent to the marginal cost of serving demand at the price node while meeting

SPP Operating Reserve requirements, as determined by the Transmission Operator in accordance with the OATT and other applicable Manuals and Agreements.

"Manuals and Agreements" means, collectively, (i) all instructions, rules, procedures, criteria and guidelines established by the Transmission Operator, (ii) all documents and protocols issued by the Transmission Operator and (iii) all agreements to which Seller, Purchaser or any Affiliates of Purchaser, on the one hand, and the Transmission Operator, on the other hand, are Parties, either bilaterally or in concert with other entities, as may be in effect from time to time, in each case for the operation, planning, and accounting requirements of the Transmission Operator, including the OATT.

"Market Participant" shall have the meaning set forth in the OATT or the Manuals and Agreements, as applicable.

"MW" means megawatt (AC), an amount of power equal to 1,000 kilowatts or 1,000,000 watts.

"MWh" means megawatt-hour, an amount of power equal to 1,000 kilowatt-hours or 1,000,000 watt-hours.

"NERC" means the North American Electric Reliability Corporation.

"NERC Holiday" means every Day other than a Saturday or Sunday which the NERC declares to be a holiday for power scheduling purposes.

"Network Integration Transmission Service" shall have the meaning set forth in the OATT.

"Network Resource" shall have the meaning set forth in the OATT.

"Non-Power Attributes" means any characteristic of the Facility related to its benefits to the environment, including any avoided, reduced, displaced or off-set emissions of pollutants to the air, soil or water such as sulfur dioxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), mercury (Hg), particulates, and any other pollutant that is now or may in the future be regulated under federal, state or local pollution control laws, regulations or ordinances or any voluntary rules, guidelines or programs; and further include any avoided emissions of carbon dioxide (CO_2) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Non-Power Attributes do not include Renewable Energy Incentives and other federal, state or local tax credits, deductions and other tax benefits and financial incentives related to the ownership of the Facility or the sale to Purchaser of the output thereof.

"OATT" means the FERC filed Open Access Transmission Service Tariff of the Transmission Operator, as it may be amended and approved by FERC.

"Operating Records" means operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, whether in printed or electronic format, that the Seller uses or maintains for the operation of the Facility.

[redacted]

"Output Shortfall" means, [redacted]

"Party" or "Parties" shall have the meaning set forth in the preamble of this REPA.

"Penalties" means penalties imposed by Governmental Authorities.

[redacted]

"Person" means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, Governmental Authority, or other entity.

"Point of Delivery" means the SWEPCO Hosston 69 kV Substation, as shown on Exhibit F, at which point the quantities of Renewable Energy and Ancillary Services delivered are recorded and measured by the Interconnection Provider's revenue meters.

"Power Station" means each of those structures within the Facility containing an inverter, a step-up transformer, internal switchgear and monitoring equipment.

"Pre-Delivery Period Renewable Energy Production" means all Renewable Energy Products which are produced by the Facility prior to the commencement of the Delivery Period.

"Project Assets" means the Facility, the Site and all of Seller's engineering, procurement, construction, operations, maintenance, environmental, regulatory and

financial books and records related to the Facility and the Site, together with all other tangible and intangible assets owned, leased or otherwise held by Seller.

"Proration Factor" means, if the Contract Year in which the Delivery Period commences or the Contract Year in which this REPA is terminated or expires is less than a full calendar year, then, with respect to such Contract Year, an amount equal to a fraction, the numerator of which is the number of Days falling within the Delivery Period in such Contract Year, and the denominator of which is 365 or 366, as applicable to the calendar year that includes such Contract Year.

"Purchaser" shall have the meaning set forth in the preamble hereto.

"Qualified Operator" means a Person that has (i) substantial experience in operating and maintaining solar photovoltaic electric generation facilities in the United States and (ii) met all applicable requirements under Applicable Law for operating and maintaining the Facility, including the requirements of the Transmission Operator. A Person will be deemed to have such substantial experience if it is a Person that has at least of experience in operating and maintaining solar photovoltaic electric generation facilities in the United States.

"Regional Entity" means SPP in its capacity as the regional entity appointed by NERC to enforce the NERC-approved reliability standards for users, owners, and operators of the bulk power system within the SPP region.

"Reliability Curtailment" means any curtailment of delivery of Renewable Energy resulting from (i) an Emergency, (ii) any other order or directive of the Interconnection Provider or the Transmission Operator which order or directive may be directly communicated to Seller by the Interconnection Provider or the Transmission Operator, or indirectly to Seller by Purchaser promptly upon receipt of direct communication from the Interconnection Provider or the Transmission Operator, (iii) Seller's failure to maintain in full force and effect any permit, consent, license, approval, or authorization from any Governmental Authority required by law to construct or operate the Facility, or (iv) Seller's operation of the Facility in a manner inconsistent with Good Utility Practices.

"Renewable Energy" means the Energy generated by the Facility and delivered to the Point of Delivery as measured by the Electric Metering Devices installed pursuant to Section 5.4 (as such measurement may be adjusted pursuant to Section 5.5).

"Renewable Energy Certificate" or "REC" means any credit, certificate, allowance or similar right that is related to the Non-Power Attributes of the Facility, whether arising pursuant to law, regulation, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise.

"Renewable Energy Incentive" means: (a) federal, state, and local tax credits or other tax incentives associated with the construction, ownership, or production of electricity from the Facility (including Investment Tax Credits, credits under Sections 46 and 48 of the Internal Revenue Code as in effect from time to time during the Term and any grants paid in lieu thereof); (b) any federal, state, and local governmental or nongovernmental payments, grants or other negotiable attributes relating in any way to the Facility or the output thereof; and (c) any other form of incentive that is not a Non-Power Attribute or Beneficial Environmental Interest that is available with respect to the Facility.

"Renewable Energy Products" means, collectively, the Renewable Energy and Ancillary Services produced by the Facility and all of the associated Capacity, RECs and other Beneficial Environmental Interests.

"REPA" means this Renewable Energy Purchase Agreement between Seller and Purchaser, including the Exhibits attached hereto.

"Replacement Cost Rate" means, [redacted].

"Resale Costs" means [redacted]

"Scheduled Outage/Derating" means a planned interruption or reduction of the Facility's generation by Seller that both (i) has been coordinated in advance with Purchaser, with a mutually agreed start date and duration in accordance with Section 10.8, and (ii) is required for inspection, or preventive or corrective maintenance.

"Security Fund" means the performance security that a Party is required to establish and maintain pursuant to Section 11.1 as security for its performance under this REPA.

[redacted]

"Seller's Interconnection Facilities" means the equipment between the high side disconnect of the step-up transformer and the Point of Delivery, including all related relaying protection and physical structures as well as all transmission facilities required to access the Transmission Operator's System at the Point of Delivery, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities. On the high side of the step-up transformer it includes Seller's load control equipment as provided for in the Interconnection Agreement. This equipment is located within the Site and is conceptually depicted in Exhibit A to this REPA.

"Shortfall Notice Date" shall have the meaning set forth in Section 12.1(l).

"Site" means Seller's interest in the parcel or parcels of real property on which the Facility will be constructed and located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Facility. The Site is more specifically described in Section 3.2 and Exhibit A to this REPA.

"Solar Unit" means each unit of devices for collecting sunlight and generating electricity at the Facility, consisting of photovoltaic modules, a Power Station, and associated racking systems, collection lines, circuits and related equipment.

"SPP" means Southwest Power Pool, Inc., an Arkansas not-for-profit corporation, or the successor entity providing substantially the same functions thereof.

"SPP Penalties" means any scheduling penalties, imbalance penalties or other penalties, fees or charges as assessed or imposed by SPP for failure to satisfy the Manuals and Agreements but does not include SPP Settlement Amounts.

"SPP Settlement Amounts" means any compensation received from or charges assessed by SPP as a result of the differences in scheduled versus actual amounts of Renewable Energy.

"Standard Test Conditions" means the conditions at which the photovoltaic (PV) modules comprising the Facility are tested to determine the module nominal power output and performance characteristics. The Standard Test Conditions are defined to be 1000 W/m^2, a relative air mass of 1.5, and 25°C (77°F) cell temperature.

"Target Facility Capacity" means 72.5 MW.

"Tax" or "Taxes" shall have the meaning set forth in Section 20.2(B).

"Term" shall have the meaning set forth in ARTICLE 2.

"Total Replacement Costs" means [redacted]

"Transmission Operator" means SPP or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the system of electrical generation, distribution, and transmission facilities, within which generation is regulated in order to maintain interchange schedules with other such systems, to which the Facility is interconnected.

"Transmission Operator's System" means the contiguously interconnected electric transmission facilities, including the Interconnection Provider's Interconnection Facilities, over which the Transmission Operator has rights to manage the bulk transmission of capacity and energy from the Point of Delivery.

"Weather Station" shall have the meaning set forth in Section 3.3(D).

"Wildlife Permit Restrictions" means any (i) incidental take permit issued to Seller or (ii) avian, bat or other wildlife mitigation plan imposed on Seller, in either case, by the United States Fish and Wildlife Service or other permitting authority that restricts Seller's ability to lawfully operate the Facility.

ARTICLE 2
TERM AND TERMINATION

This REPA shall become effective as of the Effective Date and shall remain in full force and effect until the end of the twentieth (20th) Contract Year (the "Term"), unless terminated earlier in accordance with the terms and conditions hereof. Applicable provisions of this REPA shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this REPA, repayment of principal and interest associated with the Security Fund, the indemnifications specified in this REPA, and the resolution of Disputes between the Parties.

ARTICLE 3
FACILITY DESCRIPTION

3.1 Summary Description.

Seller shall construct, own, operate, and maintain the Facility, which shall consist of PV arrays, inverters, associated facilities and equipment, having a total nameplate capacity of 72.5 MW AC. If Seller installs one or more additional phases at the Site, Seller shall enter into a separate interconnection agreement or agreements as necessary to ensure that Renewable Energy delivered under this REPA is delivered, metered and scheduled separately from the renewable energy generated by any such additional phase. Exhibit A to this REPA provides a detailed description of the Facility, including identification of the equipment and components that Seller anticipates will make up the Facility. Subject to Section 3.3, Seller may update Exhibit A at any time to reflect the final selection of equipment (including any replacement equipment) and equipment suppliers for the Facility; provided, however, that Seller shall be required to obtain Purchaser's prior written consent for any change to Exhibit A in respect of the selection of the manufacturer or model of the solar panels that comprise the Facility.

3.2 Location.

The Facility shall be located on the Site and shall be identified as Seller's Rocking R Solar Facility. The Facility is located in Caddo Parish, Louisiana. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the important ancillary facilities and Interconnection Facilities, is included in Exhibit A to this REPA.

3.3 General Design of the Facility.

Seller shall design and construct the Facility in accordance with (i) Exhibit M (AEP Solar Facility Technical Specification and Design Criteria (GEN-4550: Rev 8)), (ii) Good Utility Practice(s), and (iii) the Interconnection Agreement and, in all material respects, the rules of the Transmission Operator, including the Manuals and Agreements. Seller shall maintain the Facility according to Good Utility Practice(s) and the Interconnection Agreement. In addition to the requirements of the Interconnection Agreement, the design of the Facility shall at all times include:

(A) metering accuracy current transformers and voltage transformers located at the Point of Delivery (or some other point mutually agreed to by the Parties) as required to connect to the Electric Metering Devices;

(B) the required panel space and 125V DC battery supplied voltage to accommodate Purchaser's metering, telemetering equipment and Communications Equipment;

(C) the Communications Equipment; and

(D) suitable solar irradiation and meteorological meters of the types necessary to monitor and measure the solar resource and ambient conditions at the Site to support calculations under this REPA, including the estimation of the quantity of Renewable Energy designated as Curtailment Energy under Section 7.4 (each, a "Weather Station"). Such Weather Stations shall be calibrated by Seller at its cost annually in accordance with Good Utility Practice(s) and the standards described in item 1 of Exhibit G to this REPA.

ARTICLE 4
COMMERCIAL OPERATION

4.1 Commercial Operation Milestone Date.

Subject to Section 4.10, Seller shall cause the Commercial Operation Date to occur, and shall be fully capable of reliably producing the Renewable Energy Products to be provided under this REPA and delivering such Renewable Energy Products to Purchaser at the Point of Delivery, no later than the Commercial Operation Milestone Date.

4.2 Wildlife Studies and Siting.

(A) Seller shall conduct such wildlife studies with respect to the Site and the Facility as prudent to understand site use and risks to species protected by applicable federal, state or local laws.

(B) Seller shall provide to Purchaser, promptly after issuance, a true and complete copy of any Wildlife Permit Restrictions issued with respect to the Facility.

4.3 Site Report.

Seller shall commission a Phase I environmental assessment of the Site or a bringdown letter of a previously commissioned Phase I environmental assessment and shall provide Purchaser, on or before the date that is sixty (60) Days after the Effective Date, with a copy of the draft report summarizing such investigation, together with any data or information generated pursuant to such investigation.

4.4 Facility Contracts.

(A) Seller shall provide to Purchaser, within thirty (30) Days of the date that Seller has issued the final notice to proceed in relation to the construction of the Facility, a certificate of an officer of Seller, in a form reasonably acceptable to Purchaser, stating that Seller has sufficient Solar Units under contract to satisfy its obligations hereunder. Upon reasonable notice and request by Purchaser, Seller shall provide Purchaser with copies of major engineering drawings relating to the Facility. Information that is commercially sensitive, confidential or proprietary, as reasonably determined by Seller, may be redacted from the documents provided to Purchaser pursuant to this paragraph. All such information shall be treated as confidential information subject to Section 20.15 hereof.

(B) To the extent applicable, Seller will comply with Presidential Executive Order 13920, "Securing the United States Bulk-Power System", issued on May 1, 2020 (the "Executive Order") as follows: Within ninety (90) Days after the receipt of the Final Non-Appealable Orders, Seller shall provide to Purchaser a written notification setting forth Seller's approach to complying with the Executive Order. To the extent required for Seller to comply with the Executive Order, Seller shall provide a list of the final equipment suppliers and the places of origin for all bulk-power system electric equipment (as defined in the Executive Order) procured for the Facility and shall address the methodology for evaluating the full supply chain for components of such equipment and devices.

4.5 Progress Reports.

Seller shall submit to Purchaser reports regarding development and construction progress, in a form reasonably satisfactory to Purchaser, with such reports being submitted (i) for the period commencing upon the Effective Date until the date that Seller has issued the final notice to proceed in relation to the construction of the Facility, within the first fifteen (15) Days of each calendar quarter and (ii) thereafter until the Commercial Operation Date is achieved, within the first fifteen (15) Days of each calendar month. These progress reports shall describe the status of the development and construction of the Facility as of the end of the preceding month, including (a) a description of the progress of development and construction based on a comprehensive list of all of Seller's deliverables required under this REPA (including the Conditions to COD set forth in Section 4.7), (b) an explanation of any material changes in the development and construction schedule and (c) an estimate of the Commercial Operation Date. Commencing upon the date that is two months prior to the earlier of (x) the Commercial Operation Milestone Date and (y) the estimated Commercial Operation Date, Seller will additionally advise Purchaser weekly on the status of Solar Unit commissioning until the Commercial Operation Date is achieved.

4.6 Purchaser's Rights During Construction.

Subject to ARTICLE 17, Purchaser shall have the right to monitor the construction, start-up and testing of the Facility during normal business operating hours, and Seller shall comply with all reasonable requests of Purchaser with respect to the monitoring of these events; provided, however, that Purchaser provides Seller reasonable advance written notice and shall not interfere with or disrupt the activities of Seller. Seller shall cooperate in such physical inspections of the Facility as may be reasonably requested by Purchaser. All persons visiting the Facility on behalf of Purchaser shall comply with all of Seller's applicable safety and health rules and requirements. Purchaser's technical review and inspection of the Facility shall not be construed as endorsing the design thereof nor as any warranty of safety, durability, or reliability of the Facility, nor shall Purchaser's review and inspection of the Facility constitute a waiver by Purchaser of any right or remedy hereunder.

4.7 Conditions to Commercial Operation.

Seller shall notify Purchaser when the Facility has achieved Commercial Operation, which notice shall not be unreasonably withheld or delayed by Seller. Commercial Operation will be deemed to have occurred on the date on which all of the conditions set forth in this Section 4.7 ("Conditions") are either satisfied by Seller or waived by Purchaser; provided that Seller shall not be deemed to have satisfied any Condition until Seller has provided evidence (including a certification by Seller) reasonably acceptable to Purchaser of the satisfaction or occurrence of such Condition. The Parties agree that review and approval of such Conditions may occur on an ongoing and incremental basis, pending resolution of any Dispute, as such Conditions are satisfied. The Conditions are:

(A) Seller has successfully completed all testing of the Facility that is required by the Facility's permits issued by Governmental Authorities, the Interconnection Agreement, Seller's module supply and balance of plant construction contracts for the Facility and manufacturers' warranties for the commencement of commercial operations at the Facility;

(B) an officer of Seller, familiar with the Facility, has provided a list of the Facility's major equipment, including the make, model and serial number of all photovoltaic modules, inverters, step-up transformers, switchgear and Weather Stations;

(C) the Facility has achieved initial synchronization with the Transmission Operator's System;

(D) an Independent Engineer's certification has been obtained by Seller stating that (i) the Facility has been designed in accordance with Exhibit M (AEP Solar Facility Technical Specification and Design Criteria), (ii) the Facility has been completed in all material respects (excepting punch list items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this REPA, and (iii) the designed maximum output of the Facility, which total shall be [redacted];

(E) the interconnection of the Facility to the Transmission Operator's System has been completed in accordance with the Interconnection Agreement and has operated at a generation level acceptable to the Interconnection Provider in accordance with the operating requirements of the Interconnection Agreement;

(F) Seller has made all arrangements and executed all agreements required to deliver the Renewable Energy from the Facility to the Point of Delivery in accordance with the provisions of this REPA;

(G) Seller shall have demonstrated to Purchaser's reasonable satisfaction that it can reliably transmit real time data and measurements to Purchaser in accordance with the material requirements of Exhibit G, including the data and measurements from the Weather Stations and data and measurements with respect [redacted];

(H) all arrangements for the supply of required electric services to the Facility, including the supply of start-up and shutdown power and Energy, house power and maintenance power have been completed by Seller separate from this REPA, are in effect, and are available for the supply of such electric services to the Facility;

(I) the Security Fund meeting the requirements of Section 11.1 has been established;

(J) certificates of insurance evidencing the coverages required by ARTICLE 16 have been obtained and submitted to Purchaser;

(K) Seller has submitted to Purchaser a certificate of an officer of Seller familiar with the Facility after due inquiry stating that (i) all permits, consents, licenses, approvals, and authorizations required to be obtained by Seller from any Governmental Authority to construct and operate the Facility in compliance with Applicable Law and this REPA have been obtained and are in full force and effect, (ii) Seller is a SPP Market Participant, and, (iii) Seller is otherwise in compliance with the terms and conditions of this REPA in all material respects;

(L) Seller has made all necessary filings and applications with Governmental Authorities for creation, generation, certification and sale of RECs pursuant to Section 10.9;

(M) Seller shall have provided the following items to Purchaser at least thirty (30) Days prior to the Commercial Operation Date: (1) the Facility layout of the Site with the latitude and longitude and solar module specification sheets; (2) a non-binding, good faith 12 month x 24 hour forecast of net Energy production from the Facility; and (3) historical solar irradiance data for the Site (including satellite data); provided that the data set forth in the foregoing item (1) above shall be updated and re-submitted to the Purchaser no later than five (5) Business Days after the Commercial Operation Date;

(N) The Contract Administration Committee shall have developed the Contract Administration Procedures in accordance with Section 10.3(B);

(O) Seller shall have provided Purchaser with a copy of the final Phase I environmental report referred to in Section 4.3 and either (i) such report shall confirm that no conditions involving Environmental Contamination exist at or under the Site that would materially impact performance of Seller's obligations under this REPA or (ii) Seller shall have provided to Purchaser prior to the Commercial Operation Date a remediation plan with respect to such Environmental Contamination;

(P) Seller shall have provided Purchaser with a copy of the final wildlife studies referred to in Section 4.2 and either (i) such studies shall confirm that no federal or state protected threatened and endangered species or other legally protected wildlife exist at, under or above the Site that would materially impact performance of Seller's obligations under this REPA or (ii) Seller shall have provided to Purchaser prior to the Commercial Operation Date copies of all applicable Wildlife Permit Restrictions;

(Q) Seller shall have established with SPP the SPP Node and sub-account in accordance with Section 5.3(A); and

(R) Seller shall have demonstrated that it is a Qualified Operator or that Seller has engaged a Qualified Operator to operate and maintain the Facility, consistent with its representation in Section 10.1.

4.8 Pre-Delivery Period Renewable Energy Production.

Seller shall coordinate the production and delivery of Pre-Delivery Period Renewable Energy Production with the Transmission Operator and be responsible for all scheduling activities and shall be entitled to all credits and charges associated with the delivery of such Pre-Delivery Period Renewable Energy Production into SPP for Seller's account. Purchaser shall cooperate with Seller to facilitate Seller's testing of the Facility necessary to satisfy the Conditions set forth in Section 4.7.

4.9 QF Waiver.

For so long as this REPA is in effect, Seller waives, and agrees not to assert, the rights Seller may have against Purchaser to cause Purchaser to purchase or transmit energy or capacity pursuant to 18 C.F.R. Section 292.303 or Section 292.304 by virtue of the status of the Facility as a qualifying small power production facility as defined in the Public Utility Regulatory Policies Act of 1978, as amended.

4.10 Delay Liquidated Damages.

If Seller fails to achieve the Commercial Operation Date by the Commercial Operation Milestone Date, Seller shall pay damages to Purchaser on account of such delay ("Delay Liquidated Damages") in the amount of [redacted]. Each Party agrees and acknowledges that (i) the damages that Purchaser would incur due to a failure to achieve the Commercial Operation Date by the Commercial Operation Milestone Date would be difficult or impossible to predict with certainty, (ii) the Delay Liquidated Damages contemplated by this provision are a fair and reasonable calculation of such damages, and (iii) the required payment by Seller of such Delay Liquidated Damages shall be Seller's sole and exclusive liability and Purchaser's sole and exclusive remedy for such delay and the Facility's failure to achieve the Commercial Operation Date by the Commercial Operation Milestone Date and termination in accordance with Section 12.1(H). A delay in the Commercial Operation Date shall not be an Event of Default, except as provided in Section 12.1(H).

ARTICLE 5
DELIVERY AND METERING

5.1 Seller's and Purchaser's Obligations.

Subject to, and in accordance with, the terms and conditions of this REPA, Purchaser does hereby agree to purchase and pay for, and Seller does hereby agree to sell and deliver, or cause to be delivered, all of the Renewable Energy Products generated by the Facility during the Delivery Period. Purchaser shall have the exclusive right to purchase and receive all of such Renewable Energy Products during the Delivery Period, with the exception of Energy produced by Seller for its own use at the Facility for station power. Seller shall not offer, sell or make available or dispatch any of such Renewable Energy Products to or for the benefit of Seller (except for its own use at the Facility for station power) or any other Person during the Delivery Period, other than to Purchaser.

5.2 Required Operation.

Except to the extent the Facility is actually unavailable or limited (including in accordance with Good Utility Practice(s)), Seller shall operate the Facility to provide the Renewable Energy Products to Purchaser in all daylight hours of the Delivery Period. Seller agrees that, notwithstanding anything herein to the contrary, Seller will not curtail or otherwise reduce deliveries of Renewable Energy Products to Purchaser in order to sell such Renewable Energy Products to other purchasers.

5.3 Delivery Arrangements.

(A) Seller shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver the Renewable Energy from the Facility to Purchaser to the Point of Delivery. Subject to Exhibit B, Seller shall be responsible for paying any and all interconnection and facility upgrade costs identified as Seller's responsibility in the Interconnection Agreement.

(B) Purchaser shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to receive the Renewable Energy at the Point of Delivery and deliver such Energy to points beyond the Point of Delivery, including any and all transmission network upgrade costs identified by the Transmission Operator that are necessary to designate the Facility as a Network Resource for the purpose of obtaining firm Network Integration Transmission Service for the transmission of Energy from the Point of Delivery to Purchaser's load.

(C) Purchaser may, but shall not be obligated to, apply for and enter into study agreements necessary to have the Transmission Operator designate the Facility as a Network Resource under the OATT for the purpose of obtaining firm Network Integration Transmission Service for transmission of the Energy from the Point of Delivery to Purchaser's load. In such event, Seller and Purchaser shall cooperate reasonably with each other as necessary to provide the information required by the Transmission Operator to study the requirements and costs associated with obtaining such designation of the Facility as a Network Resource for the purpose of obtaining Network Integration

Transmission Service, and Purchaser shall be responsible for all costs incurred by the Transmission Operator in conducting all studies pursuant to any study agreement associated with such application for designation of the Facility as a Network Resource under the OATT for the purpose of obtaining Network Integration Transmission Service. In any event, during any period in which Purchaser does not have either Network Integration Transmission Service for the transmission of Energy from the Point of Delivery to Purchaser's load or firm transmission rights, any Reliability Curtailment which results from the circumstances described in clause (ii) of the definition of "Reliability Curtailment" shall be deemed for all purposes of this REPA to be an Economic Curtailment rather than a Reliability Curtailment.

5.4 Electric Metering Devices.

Seller will comply in all material respects with the terms and conditions of the Interconnection Agreement. The following provisions on Electric Metering Devices shall apply only to the extent they do not conflict with the performing Party's rights and obligations under the Interconnection Agreement or the OATT, as applicable.

(A) All Electric Metering Devices used to measure the Renewable Energy made available to Purchaser by Seller under this REPA and to monitor and coordinate operation of the Facility shall be owned, installed, and maintained by Seller according to Good Utility Practice. Such Electric Metering Devices shall measure only the Renewable Energy delivered to Purchaser from the Solar Units commissioned under this REPA and not from any other solar units installed on the Site, which solar units shall not comprise the Facility even though they may share the same Point of Delivery or revenue meter with the Solar Units commissioned under this REPA. If the Electric Metering Devices are sub-meters, the amount of Renewable Energy delivered to Purchaser and measured by such Electric Metering Devices shall be reduced to account for the losses of Renewable Energy between the Point of Delivery and such Electric Metering Devices. All Electric Metering Devices used to provide data for the computation of payments shall be sealed and Seller shall break the seal only when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Section 5.4(A). Seller shall specify the number, type, and location of such Electric Metering Devices.

(B) Seller, at its own expense, shall inspect and test all Electric Metering Devices upon installation and at least bi-annually thereafter. Seller shall provide Purchaser with reasonable advance notice of, and permit a representative of Purchaser to witness and verify, inspections and tests of the Electric Metering Devices; provided, however, that Purchaser shall not interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. Upon reasonable request by Purchaser, Seller shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Purchaser to inspect or witness the testing of any Electric Metering Device; provided, however, that Purchaser shall not interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. The actual expense of any such requested additional inspection of testing shall be borne by Purchaser, unless upon such inspection or testing an Electric Metering Device is found

to register inaccurately by more than the allowable limits established in Section 5.5, in which event the expense of the requested additional inspection or testing shall be borne by Seller. If reasonably requested by Purchaser in writing, Seller shall provide copies of any inspection or testing reports to Purchaser.

(C) Purchaser and Seller each may elect to install and maintain, at its own expense, backup metering devices ("Back-Up Metering") in addition to the Electric Metering Devices. Each Party, at its own expense, shall inspect and test its Back-Up Metering upon installation and at least annually thereafter. Each Party shall provide the other Party with reasonable advance notice of, and permit a representative of the other Party to witness and verify, such inspections and tests; provided, however, that the observing Party shall not interfere with or disrupt the activities of the testing Party and shall comply with all of the testing Party's safety standards. Upon request by a Party, the other Party shall perform additional inspections or tests of its Back-Up Metering and shall permit a qualified representative of the requesting Party to inspect or witness the testing of such Back-Up Metering; provided, however, that the observing Party shall not interfere with or disrupt the activities of the testing Party and shall comply with all of the testing Party's safety standards. The actual expense of any such requested additional inspection or testing shall be borne by the requesting Party, unless, upon such inspection or testing, the Back-Up Metering is found to register inaccurately by more than the allowable limits established in Section 5.5, in which event the expense of the requested additional inspection or testing shall be borne by the testing Party. If requested by the requesting Party in writing, the testing Party shall provide copies of any inspection or testing reports to the requesting Party.

(D) If any Electric Metering Devices, or any Back-Up Metering, are found to be defective or inaccurate by more than the allowable limits established in Section 5.5, they shall be adjusted, repaired, replaced, or recalibrated as near as practicable to a condition of zero error by the Party owning such defective or inaccurate device and at that Party's expense. The Party discovering such defect or inaccuracy shall promptly notify the other Party of such discovery.

5.5 Adjustment for Inaccurate Meters.

The following provisions on Adjustment for Inaccurate Meters shall apply only to the extent they do not conflict with the performing Party's rights and obligations under the Interconnection Agreement or the OATT, as applicable.

(A) If an Electric Metering Device, or Back-Up Metering, fails to register, or if the measurement made by an Electric Metering Device, or Back-Up Metering, is found upon testing to be inaccurate by more than [redacted] from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device, or Back-Up Metering, for both the amount of the inaccuracy and the period of the inaccuracy, in the manner set forth in Section 5.5(B), Section 5.5(C) and Section 5.5(D).

(B) In the event that the Electric Metering Device is found to be defective or inaccurate by more than the allowable limits established in Section 5.5(A), the Parties shall use the Back-Up Metering, if installed, to determine the amount of such inaccuracy; provided that the Back-Up Metering has been tested and maintained in accordance with the provisions of this Section. If both Parties have installed Back-Up Metering, and the Back-Up Metering of both Parties is inaccurate by not more than [redacted] from the measurements made by the standard meter used in the test, the readings from the Back-Up Metering whose readings most closely conform with the measurements made by the standard meter shall be used. In the event that neither Party has installed Back-Up Metering, or the Back-Up Metering is also found to be inaccurate by more than [redacted] from the measurement made by the standard meter used in the test, the Parties shall estimate the amount of the necessary adjustment on the basis of deliveries of Renewable Energy from the Facility during periods of similar operating conditions when the Electric Metering Device was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(C) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Electric Metering Device to the test that found the Electric Metering Device to be defective or inaccurate, or (ii) the one hundred eighty (180) Days immediately preceding the test that found the Electric Metering Device to be defective or inaccurate.

(D) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Purchaser, Purchaser shall use the corrected measurements as determined in accordance with this Section to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Purchaser for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Purchaser to Seller; if the difference is a negative number, that difference shall be paid by Seller to Purchaser, or at the discretion of Purchaser, may take the form of an offset to payments due Seller by Purchaser (or by payment to Purchaser, if sufficient payments do not remain to offset). Payment of such difference by the owing Party shall be made not later than thirty (30) Days after the owing Party receives notice of the amount due, unless Purchaser elects payment via an offset.

5.6 Scheduling Arrangements.

This Section 5.6 will apply to the scheduling of the Renewable Energy from the Facility and Facility Capacity during all periods of the Term.

(A) [redacted]

(B) [redacted]

[redacted]

(C) [redacted]

(D) [redacted]

(E) Seller (or Seller's agent) will establish, effective as of fifteen (15) Days prior to the Commercial Operation Date, and shall maintain for the remainder of the Term, a node (virtual unit) with the Transmission Operator for purposes of identification

of the Renewable Energy and the operating reserves and other charges and credits for which Purchaser is responsible under this Section 5.6.

(F) [redacted]

(i) [redacted]

(ii) [redacted]

(iii) [redacted]

ARTICLE 6
CONDITION PRECEDENT

(A) Unless waived by Purchaser in writing or deemed waived pursuant to the provisions of this ARTICLE 6, it shall be a condition precedent to the Parties' obligations under this REPA that Purchaser has obtained the Final Non-Appealable Order.

(B) No later than sixty (60) Days after the Effective Date, Purchaser may, but shall not be obligated to, initiate the process to obtain the Final Non-Appealable Orders from the Arkansas Public Service Commission and the Louisiana Public Service Commission. Seller acknowledges and agrees that the form of Purchaser's approval applications to the Commissions for the Final Non-Appealable Orders, including cost recovery, and the conduct by Purchaser of any proceedings, including any settlement or appeal, related to or arising from such approval application shall be determined in the sole discretion of Purchaser. If Purchaser fails to initiate the process to obtain the Final Non-Appealable Orders during such sixty (60) Day period, the condition precedent in ARTICLE 6(A) shall be deemed waived and this REPA shall remain in full force and effect thereafter.

(C) In the event that Purchaser initiates the process to obtain the Final Non-Appealable Order during such sixty (60) Day period, Purchaser shall use its commercially reasonable efforts to obtain such Final Non-Appealable Order as soon as reasonably practicable, but if despite commercially reasonable efforts, Purchaser is unable to obtain the Final Non-Appealable Order on or before the date that is three hundred sixty-five (365) Days after date of this REPA, Purchaser, by notice to Seller delivered on or prior to fifteen (15) Days thereafter, may terminate this REPA, without any financial or other obligation by either Party arising out of such termination except that Purchaser shall return the Security Fund to Seller. If Purchaser fails to deliver such a notice of termination during such fifteen (15) Day period, the condition precedent in ARTICLE 6(A) shall be deemed waived and this REPA shall remain in full force and effect thereafter.

ARTICLE 7
SALE AND PURCHASE OF RENEWABLE ENERGY

7.1 Sale and Purchase.

Beginning on the Commercial Operation Date, Seller shall generate from the Facility, deliver to the Point of Delivery, and sell to Purchaser, and Purchaser shall accept and purchase and pay for, at the Contract Rate, all Renewable Energy Products generated by the Facility. Purchaser shall have no obligation to pay for any Energy that has not actually been generated by the Facility, measured by the Electric Metering Device(s) and delivered to Purchaser at the Point of Delivery, except in connection with an Economic Curtailment. [redacted].

7.2 Guaranteed Availability.

(A) Seller guarantees an Availability of the Facility for each Calculation Period during the Term equal to [redacted] multiplied by the Proration

Factor, if applicable, with respect to any Contract Year in a Calculation Period that is not a full calendar year (the "Guaranteed Availability").

(B) If the [redacted]

(C) If an Output Shortfall occurs in any Calculation Period, Seller shall pay Purchaser, as liquidated damages, the amount calculated by multiplying [redacted]

(D) On or prior to January 31 of each Contract Year, Seller shall deliver to Purchaser a statement showing Seller's computation of the [redacted], if any, for the prior Calculation Period. To the extent required, Seller shall true up any such statement as promptly as practicable following its receipt of actual results for the relevant Calculation Period. Based on such statement, Purchaser shall calculate and issue a statement to Seller for the amount due Purchaser for [redacted] Liquidated Damages pursuant to Section 7.2(C) in respect thereof. Seller shall pay the amounts due under each such invoice within thirty (30) Days of receipt thereof.

(E) Each Party agrees and acknowledges that (i) the damages that Purchaser would incur due to the Facility's failure to achieve the [redacted] would be difficult or impossible to predict with certainty, (ii) the [redacted] Liquidated Damages contemplated by this provision are a fair and reasonable calculation of such [redacted] Liquidated Damages, and (iii) the required payment by Seller of such [redacted] Liquidated Damages shall be Purchaser's sole remedy for such [redacted] and the Facility's failure to achieve the [redacted]. An [redacted] shall not be an Event of Default, except as provided in Section 12.1(l).

7.3 Title and Risk of Loss.

As between the Parties, Seller shall be deemed to be in control of the Renewable Energy output from the Facility prior to the Point of Delivery, and Purchaser shall be deemed to be in control of such Renewable Energy output at and after the Point of Delivery. Title to and risk of loss of the Renewable Energy delivered by Seller to Purchaser hereunder shall transfer from Seller to Purchaser at the Point of Delivery. Title to and risk of loss of the Renewable Energy Certificates and any Comparable Renewable Energy Certificates shall pass from Seller to Purchaser at the Point of Delivery.

7.4 Curtailments.

(A) Seller shall at all times during the Term comply with the directives of the Transmission Operator and the Interconnection Provider given pursuant to the Interconnection Agreement. In all cases of Reliability Curtailment, Seller shall reduce the net Energy delivered by the Facility at the Point of Delivery to the level directed by the Transmission Operator or the Interconnection Provider, as applicable. If Purchaser receives any directive of Reliability Curtailment from the Transmission Operator or the Interconnection Provider, as applicable, Purchaser shall promptly notify Seller of the maximum amount of Renewable Energy, if any, during such Reliability Curtailment that Seller may continue to deliver and the duration thereof, and Seller shall ensure that the amount of net Energy delivered by the Facility at the Point of Delivery does not exceed such amount for such duration. If Seller receives any such directive of Reliability Curtailment, Seller shall (i) promptly (and in any event within thirty (30) minutes) notify Purchaser by phone (followed by electronic mail) of the maximum amount of Renewable Energy, if any, during such Reliability Curtailment that Seller may continue to deliver and the duration thereof, if such duration is known to the Seller, (ii) promptly (and in any event within thirty (30) minutes) notify Purchaser of any change to such amount or duration, if any, and (iii) ensure that the amount of net Energy delivered by the Facility at the Point of Delivery does not exceed any such amount for any such duration. [redacted]

(B) [redacted]

(C) [redacted]

7.5 Renewable Energy Incentives.

(A) If, for any reason, Seller does not receive the Renewable Energy Incentives for any period, the cost of Renewable Energy Products delivered to Purchaser under this REPA shall not be affected, and the risk of not obtaining the Renewable Energy Incentives shall be borne solely by Seller.

(B) Seller shall be entitled to all Renewable Energy Incentives, and Purchaser acknowledges that Seller has the right to sell or transfer the Renewable Energy Incentives, at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Purchaser hereunder. Purchaser shall have no claim, right or interest in such Renewable Energy Incentives or in any amount that Seller realized from the sale of such incentives.

7.6 Capacity and Ancillary Services.

(A) Any Capacity that may exist from time to time during the Delivery Period shall exclusively and solely accrue to and be owned by Purchaser. Seller is under no obligation to take any action other than reasonable cooperation with Purchaser (including the filing of any documents, applications, registrations or filings reasonably required to designate the Facility as a Network Resource), if requested by Purchaser, to obtain any such benefits, and Purchaser shall reimburse Seller for any reasonable, third-party costs incurred by Seller at Purchaser's request in order to obtain such benefits.

(B) Seller shall, at Purchaser's expense, provide Ancillary Services requested by Purchaser and Eligible to be provided by the Facility at the applicable time. Any reduction in the Renewable Energy that would have been generated by the Facility and delivered to the Point of Delivery for Purchaser's account during a given Clock Hour as a result of provision of Ancillary Services pursuant to this Section 7.6(B) shall be deemed to constitute [redacted]. If Seller receives a directive from SPP or is otherwise required by the Interconnection Agreement or Applicable Law to deliver Ancillary Services to other Persons, Seller shall pay to Purchaser the compensation, if any, received by Seller from any Person in respect of such Ancillary Services less the reasonable third-party costs, if any, incurred by Seller in realizing that compensation; provided that, if the amount determined pursuant to this sentence is less than zero, then Purchaser shall pay to Seller the absolute value of such amount.

ARTICLE 8
PAYMENT CALCULATIONS

8.1 Payments at Contract Rate.

Commencing on the first Day of the Delivery Period, Purchaser shall pay Seller for (i) Renewable Energy delivered to Purchaser by Seller and for other Renewable Energy Products associated therewith [redacted]

8.2 No Payment Obligation.

For the avoidance of doubt, Purchaser shall not be obligated to make any payment to Seller under Section 8.1 for any Energy which, regardless of reason or event of Force Majeure affecting either Party, does not constitute Renewable Energy.

ARTICLE 9
BILLING AND PAYMENT

9.1 Billing Invoices.

The monthly billing period shall be the calendar month. No later than ten (10) Business Days after the end of each calendar month, Seller shall provide to Purchaser, electronically, an invoice for the amount due Seller by Purchaser for the services provided by Seller and purchased by Purchaser under this REPA for each monthly billing period. In each case, Seller's invoice will show: (a) with respect to the previous calendar month, all billing parameters, the Contract Rate, any adjustments (including those made pursuant to Sections 5.3(A) and 9.3), and any other data reasonably pertinent to the calculation of monthly payments due to Seller; and (b) [redacted]

9.2 Payments.

Unless otherwise specified herein, payments due under this REPA shall be due and payable on or before the later of (i) the twentieth (20th) Day of the month following the month to which such payment relates and (ii) the tenth (10th) Business Day following receipt of the billing invoice. Unless Seller directs Purchaser otherwise, all payments by Purchaser to Seller shall be made by electronic funds transfer. If the amount due is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated using an annual interest rate equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such Day (or if not published on such Day on the most recent preceding Day on which published), plus two percent (2%). If the due date occurs on a Day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

9.3 Billing Disputes.

Purchaser may dispute invoiced amounts on or prior to the second (2nd) anniversary of the issuance of the invoice related to such invoiced amounts but shall pay to Seller the