

Appendix E(i) – Power Purchase Agreement (PPA) Term Sheet

The following terms and conditions shall apply to any Agreement between JEA and Respondent for the purchase by JEA of long-term capacity, energy, and ancillary services from a combined cycle combustion turbine (CCCT) resource in connection with the Solicitation. The terms set forth in this Term Sheet will establish the basis for the negotiation and execution of a Definitive Agreement between JEA and any Respondent whose Response is selected by JEA for contract negotiations in connection with the Solicitation. Any changes or special considerations provided in the Respondents Response may only be accepted by JEA in its sole and absolute discretion. JEA shall provide the initial draft of the contract to the selected Respondent at the beginning of contract negotiations.

If Respondent is unable or unwilling to accept one or more of the terms and conditions set forth in this Term Sheet or wishes to propose any alternative or additional terms or conditions (e.g., a buy-out option during or at the conclusion of the Delivery Term), Respondent should indicate in its Response (i) the terms and conditions to which Respondent takes exception, describing with specificity any terms and conditions that Respondent proposes in substitution, and/or (ii) the additional terms and conditions that Respondent proposes as a supplement to the terms and conditions in this Term Sheet. The Respondent may utilize **Appendix F – Respondent Questionnaire** to provide a description of the proposed edits or additional conditions or provide redlines to this Term Sheet.

Response Term		Description of Response Term
1	Product Description	The product described in this Term Sheet is designated as the “Product” or “PPA Product.” The referenced Product provides for delivered capacity, energy, and ancillary services from flexible generation with an Expected Contract Capacity at Summer Conditions no lower than 525 MW and up to a preferred maximum of 700 MW at base load including duct-firing, from a designated CCCT resource capable of meeting the requirements of this Product (the “Facility”). Buyer will be entitled to all delivered capacity, energy, and ancillary services from the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the net maximum capacity of the Facility, the corresponding portion thereof). Buyer will be entitled to dynamic scheduling of the Product, and Buyer shall have sole right to commit and decommit the Facility or schedule the Product to zero (0) MW at Buyer’s sole discretion.
2	Buyer	“ Buyer ” shall mean JEA, a body politic and corporate.
3	Seller	“ Seller ” will be the party specified by Respondent in the applicable Response.
4	Facility	The “ Facility ” includes the net maximum capacity and major

		equipment as specified by Respondent in the applicable Response. Net maximum capacity is measured at the Interconnection Location.
5	Energy Delivery Point	<p>The point on the JEA Transmission System at which deliveries of capacity, energy, and ancillary services from Seller to Buyer are required to be made and scheduled.</p> <p>The Energy Delivery Point will be as specified by Respondent in the applicable Response, will be on the JEA bulk power system at voltages of 138kV or 230kV (depending on proposed location), and consistent with the details and requirements set forth in Appendix B – Transmission Interconnection and Delivery Considerations.</p>
6	Interconnection Location	The Interconnection Location is the location on the transmission system to which the Facility is interconnected. The Interconnection Location is on the high-voltage side of the generator step-up transformer, at the location where net output is measured directly or where gross output is measured and auxiliary load is measured then subtracted from gross output to calculate net output.
7	Electric Interconnection and Transmission	<p>Seller will be responsible for the interconnection of the Facility at the Interconnection Location and the transmission or transfer of power dispatched by Buyer to the Energy Delivery Point located on the JEA Transmission System. Without limiting the foregoing, (i) all costs are assigned to the interconnection customer under the interconnection agreement for the Facility, (ii) all costs of any transmission service, (iii) any required ancillary costs, and (iv) any transmission system additions or modifications required for the interconnection of the Facility or the transmission or transfer of power to the Energy Delivery Point will be borne by Seller.</p> <p>Additional details and requirements regarding the interconnection and delivery of power to the JEA Transmission System can be found in Appendix B- Transmission Interconnection and Delivery Considerations.</p>
8	Delivery Term	<p>The Delivery Term (in years) and Seller’s Conditions Precedent is expected to be specified by the Respondent in the applicable Response. The Delivery Term will commence once the last of the Conditions Precedent (see item 33) have been satisfied or waived by the applicable party.</p> <p>JEA prefers a Delivery Term of 20-years or more, and any Response for a PPA Product with terms less than 30 years or the expected life of the resource (whichever is less) must include priced options for contract extensions beyond the proposed PPA term.</p>

<p>9</p>	<p>Transmission Losses (TL)</p>	<p>The estimated amount of the decrease in electrical power between the Interconnection Location and the Energy Delivery Point (“Transmission Losses”) will be accounted for in the measurement of delivered Contract Capacity, energy, and ancillary services. In other words, any compensation from Buyer to Seller as a result of the obligations under the Agreement will be measured at the Energy Delivery Point accounting for Transmission Losses.</p> <p>The Response shall include a schedule of Transmission Losses (as applicable) for delivery of the Product from the Interconnection Location to the Energy Delivery Point.</p>
<p>10</p>	<p>Pricing</p>	<p>Pricing for this Product will be composed of:</p> <ul style="list-style-type: none"> (i) a Capacity Rate expressed in \$/kW-mo specified in item 18 below; (ii) an Energy Price expressed in \$/MWh specified in item 21 below; (iii) a Fixed O&M Rate expressed in \$/kW-mo specified in item 22 below, (iv) a Variable O&M Rate expressed in \$/MWh specified in item 23 below; (v) a Start-up Charge expressed in \$ per Completed Start specified in item 24 below; and (vi) if applicable, a Start Fuel Charge calculated as specified in item 25 below. <p>Except to the extent otherwise expressly provided in this Term Sheet, Buyer will not be required to pay any amounts to Seller other than the Capacity Payment, Fixed O&M Payment, the Energy Payment, the Start-up Payment, and, if applicable, the Start Fuel Payment derived from the pricing described above.</p>
<p>11</p>	<p>Average Ambient Condition (AA)</p>	<p>The Average Ambient Condition (AA) for Jacksonville, FL is 69F, 81.8% RH and Barometric pressure of 14.86 psia. (Referenced at Jacksonville International Airport (JIA) from 2018-2023) If the Facility is located elsewhere, and the Average Ambient conditions are notably different, then local Average Ambient conditions should be used, and conditions must be stated.</p>
<p>12</p>	<p>Summer Ambient Condition (SA)</p>	<p>The peak Summer Ambient Condition (SA) for Jacksonville, FL is 98F, 38.2% RH and Barometric pressure of 14.67 psia. (Referenced at JIA from 2018-2023) If the Facility is located elsewhere, and the Summer Ambient conditions are notably different, then local Summer Ambient conditions should be used, and conditions must be stated.</p>
<p>13</p>	<p>Winter Ambient Condition (WA)</p>	<p>The peak Winter Ambient Condition (WA) for Jacksonville, FL is 24F, 67.8% RH and Barometric pressure of 14.86 psia. (Referenced at JIA from 2018-2023) If the facility is located elsewhere, and the Winter Ambient conditions are notably different, then local Winter Ambient</p>

		conditions should be used, and conditions must be stated.
14	Facility Ambient Condition (FA)	Facility Ambient Conditions are the hourly ambient conditions at Facility in the hour being evaluated. This will be defined by the Respondent within the Response.
15	Net maximum Capacity Allocated to Buyer	The portion of the net maximum capacity of the Facility allocated to Buyer (expressed in %) is expected to be specified by the Respondent within the Response.
16	Contract Capacity	<p>The Contract Capacity means the Net Dependable Capacity (MW) that the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the net maximum capacity of the Facility, the corresponding portion thereof) is capable of delivering reliably to Buyer at the Energy Delivery Point accounting for Transmission Losses under Summer Ambient Conditions.</p> <p>The Contract Capacity will be established and adjusted consistent with Performance Testing described in item 28 below shortly before the Commercial Operation Date or the start of the Delivery Term and at the request of the Buyer from time to time.</p> <p>The Respondent shall provide within its Response the Expected Contract Capacity under Summer Ambient Conditions and Guaranteed Contract Capacity under Summer Ambient Conditions. The Guaranteed Contract Capacity can be no less than 95% of the Expected Contract Capacity. Expected Contract Capacity should be the estimated Contract Capacity based on the proposed design and expected performance of the Facility. The Guaranteed Contract Capacity establishes minimum performance requirements as described in item 17 below.</p> <p>The Contract Capacity may be no more than 3% above Expected Contract Capacity.</p>
17	Initial Capacity Shortfall Liquidated Damages	Prior to the start of the Delivery Term, the Contract Capacity must meet the Guaranteed Contract Capacity provided within the Response. If Performance Test results show that the Contract Capacity is less than the Guaranteed Contract Capacity, then a capacity shortfall exists. The Respondent shall be given 180 days from the Guaranteed COD to meet the Guaranteed Contract Capacity. If the Respondent cannot make right the Contract Capacity but is able to achieve at least 85% of the Expected Contract Capacity, then the Respondent may reset the Guaranteed Contract Capacity (the "Revised Guaranteed Contract Capacity") but shall be subject to the Initial Capacity Shortfall Liquidated Damages. The Delivery Term shall not commence until the Initial Capacity Shortfall is rectified as described herein. Calculation of the Initial Capacity Shortfall

		<p>Liquidated Damages shall be as follows:</p> <p>Sum of [(Guaranteed Contract Capacity – Revised Guaranteed Contract Capacity) * 1000 kW/MW * Replacement Capacity Cost Rate (\$/kW-Yr) escalated at the Respondent’s capacity escalation rate for each year of the Delivery Term and discounted back to the COD year at 3%.</p> <p>The Replacement Capacity Cost Rate shall be \$115 /kW-Yr)</p> <p>To the extent the Seller is unable to meet 85% of the Guaranteed Net Dependable Capacity, the Seller will be in Default of the Agreement, and the Buyer will have the right to terminate the agreement.</p>
18	Capacity Rate	<p>The Capacity Rate (expressed in \$/kW-month) for the Contract Capacity in each year of the Delivery Term will be based upon the rate specified by Respondent in the applicable Response. The Capacity Rate can be fixed for the Delivery Term or can be escalated annually via a proposed escalation rate.</p>
19	Monthly Availability Requirement	<p>Monthly Availability Requirement will be 98% for Summer (including the months of June through August) and Winter (including the months of December through February) and 96% for all other months of the Delivery Term.</p> <p>The Facility’s Monthly Availability shall be developed and negotiated in connection with the Definitive Agreement. The Respondent may provide proposed terms for calculating the Facility’s Monthly Availability. The Definitive Agreement will use and account for the following in determining the Facility’s Monthly Availability:</p> <ul style="list-style-type: none"> • Will be based on Contract Capacity and calculated on a MWh basis accounting for derations and/or unavailability of the Facility during the applicable month. • Will be measured at the Energy Delivery Point and shall include any unavailability or deration resulting from the Facility, Force Majeure, fuel delivery, or due to transmission constraints between the Interconnection Location and the Energy Delivery Point. • Will include an allowance for Planned Maintenance hours. There will be a maximum number of Planned Maintenance hours for each year, informed by industry best practices and guidance from the Original Equipment Manufacturer (OEM). Additional information regarding Planned Maintenance is provided in item 29 below. • Will be impacted to the extent the resource is unable to reach the Minimum Emissions Compliant Load (MECL), or zero (0) MW if Buyer does not have the right to commit and decommit the facility at Buyer’s sole discretion (“Minimum Dispatch Level”).

		<ul style="list-style-type: none"> Will include the potential for Seller to offer replacement capacity to offset impacts to the Facility’s Monthly Availability, with the acceptance of the replacement capacity being in Buyer’s sole discretion.
20	Capacity Payment and Capacity Payment Discount	<p>Capacity Payment will equal the Capacity Rate multiplied by the Contract Capacity, subject to the Capacity Payment Discount described below.</p> <p>Capacity Payment Discount - If the Facility’s Monthly Availability for a month is below the applicable Monthly Availability Requirement, a discount will apply to the Capacity Payment. The Capacity Payment Discount will be two percent (2%) of the Capacity Payment for the applicable month for each one percent (1%) shortfall to the Monthly Availability Requirement. However, to the extent the unavailability is due solely to Force Majeure, the Capacity Payment Discount will be one percent (1%) of the Capacity Payment for the applicable month for each one percent (1%) shortfall to the Monthly Availability Requirement. In no event will the Capacity Payment Discount exceed one hundred percent (100%) of the Capacity Payment for the applicable month.</p>
21	Energy Price and Energy Payment	<p>The Energy Price will be equal to the Actual Heat Rate of the Facility (expressed in MMBtu (HHV)/MWh) multiplied by the applicable Fuel Price (expressed in \$/MMBtu (HHV)).</p> <p>The “Actual Heat Rate” of the Facility is the actual operating performance in such hour with respect to the energy deliveries at the Energy Delivery Point during such hour, expressed in actual MMBtu of gas consumed per MWh of delivered energy (HHV) at the Energy Delivery Point, unless modified per the terms outlined below. However, if, as a result of a unit contingency or other limitation, Buyer’s dispatch level was limited during such hour and such limitation resulted in a higher applicable heat rate, the Actual Heat Rate will be the heat rate corresponding to Buyer’s dispatch that would have occurred during such hour absent such limitation.</p> <p>The “Guaranteed Heat Rate” means, with respect to any hour of energy delivery, the heat rate (expressed in \$/MMBtu (HHV)) (which will be based on the Guaranteed Heat Rate curve specified within the Response) corresponding to Buyer’s dispatch level during such hour.</p> <p>The Guaranteed Heat Rate curve provided in the Response will include, but is not limited to, the following dispatch levels:</p>

- Base Load + DF = Base load plus 100% Duct (or Supplemental) Firing
- Base Load = 100% Maximum Capacity with 0% Duct Firing
- 75% of Base Load
- 50% of Base Load
- Minimum Dispatch Level (i.e., Minimum Emissions Compliant Load (MECL) or (0) MW)

The Guaranteed Heat Rate curve may be provided on a seasonal basis.

If, in any hour, the Facility's Actual Heat Rate is at a heat rate that is:

- greater than 103% of the Guaranteed Heat Rate, the Actual Heat Rate will be the Guaranteed Heat Rate multiplied by 103%; or
- lower than 97% of the Guaranteed Heat Rate, the Actual Heat Rate will be the Guaranteed Heat Rate multiplied by 97%.

To the extent the Response is based on providing a portion of a larger Facility, the Actual Heat Rate will equal to the Guaranteed Heat Rate provided within the Response.

The Fuel Price is expected to account for fuel commodity cost, and any variable cost for fuel delivery. Operationally, fuel commodity cost and transportation cost shall be addressed as follows:

1. Hourly Fuel Commodity Price shall be the real-time average price for 100% of the fuel commodity supplied to the facility in the subject hour on a \$/mmBtu basis.
 - a. Hourly Fuel Commodity Price shall be the weighted cost of the fuel, (natural gas or diesel), expected to be burned in the hour.
 - b. In the case of a delivered product, it may include the variable delivery cost provided that same delivery cost is not also included in the Hourly Fuel Variable Delivery Cost.
 - c. Price shall be weighted average by expected percentage or quantity used from each source.

2. Hourly Fuel Variable Delivery Cost shall be the real-time average price for any non-firm fuel transportation charges to be added to the Hourly Fuel Commodity Price.
 - a. Hourly Fuel Variable Delivery Cost shall be the weighted variable delivery cost of the fuel, natural gas or diesel, that was not accounted for in delivered fuel cost, for the fuel expected to be burned in the hour.
 - b. It may include any variable (non-firm) interstate delivery

cost identified in the fuel supply plan or any per mmBtu O&M cost associated with firm transportation (interstate or local), but shall not include the cost of Firm Interstate Transportation Reservation Charges or Firm Local Delivery Reservation Charges

- c. Price shall be weighted average of variable transportation cost by expected percentage or quantity used from each source.

3. Firm Transportation Reservation Charges shall be the annual fixed cost of all Firm Interstate Transportation Reservation Charges and Firm Local Delivery Reservation Charges.

- a. Annual Firm Transportation Reservation Charges (Interstate and local delivery separately) shall be provided as information for Response evaluation purposes

- b. Charges shall be recovered via the Capacity Rate in \$/kW-Mo, but must also be shown as a breakout to the Capacity Rate for evaluation purposes.

4. The following formula shall be used to calculate the Energy Price on an hourly basis:

$$\text{Hourly Energy Price (\$/MWh)} = (\text{Hourly Fuel Commodity Price} + \text{Hourly Fuel Variable Delivery Cost}) * \text{Actual Heat Rate (HR)} * (1000\text{kWh/MWh}) * 1\text{mmBtu} / 1,000,000\text{Btu}$$

5. Energy Payment = monthly sum((hourly Energy Price (\$/MWh) + VOM (\$/MWh)) * hourly MWh)

The Response will be evaluated based on the use of gas sourced at Henry Hub prices. For PPA evaluation gas commodity prices for Henry Hub will be as forecasted by buyer.

Response shall include any necessary variable interstate transportation costs and/or firm fuel transportation (\$/mmBtu) O&M costs for the duration of the Delivery Term.

Response shall include any necessary fixed adders (or deducts) to Henry Hub fuel commodity price for the duration of the Delivery term.

Response shall also include separately the Firm Interstate and Firm Local delivery reservation charges for the duration of the delivery term. These costs shall be lumped into the capacity payment, but must be identified separately for evaluation purposes.

22	Fixed O&M (FOM) Rate	A Fixed O&M Rate (\$/kW-Mo) shall be proposed with Response. FOM Rate can be fixed for the Delivery Term or can be escalated annually via a proposed escalation rate. FOM Payment will equal the FOM Rate multiplied by the Contract Capacity.
23	Variable O&M (VOM) Rate	For each MWh of energy dispatched by Buyer and delivered to Buyer from the Facility (or portion thereof allocated to Buyer) at the Energy Delivery Point, Buyer will pay the “Variable O&M Rate.” The Variable O&M Rate (expressed in \$/MWh) can be fixed for the Delivery Term or can be escalated annually via a proposed escalation rate. Notwithstanding the foregoing, the Variable O&M Rate will not apply to ramp energy delivered by Seller to Buyer during any start-up or shutdown.
24	Start-Up Charge	For each Completed Start, Buyer will pay the “Start-up Charge.” The Start-up Charge (expressed in \$ per Completed Start) for each year of the Delivery Term will be based upon the amount specified by Respondent in the applicable Response. The Start-Up Charge can be fixed for the Delivery Term or can be escalated annually via a proposed escalation rate. “Completed Start” means a start-up of a combustion turbine at the Facility (i) required to be undertaken solely as a result of an increase in dispatch by Buyer either from 0 MW to positive MW or from less than the Minimum Dispatch Level for a multiple combustion turbine operating configuration to greater than or equal to the Minimum Dispatch Level for such multiple combustion turbine operating configuration and (ii) during which (a) an output level to Buyer at the Energy Delivery Point equal to the Minimum Dispatch Level for the dispatched operating configuration is achieved for at least thirty (30) consecutive minutes and (b) the Facility is released unconditionally for ramping to, and the attainment of, any higher output level dispatched by Buyer, but excluding any such start-up that follows any shutdown that is not scheduled by Buyer (such as a shutdown resulting from the occurrence of a unit contingency or other limitation on the availability of the capacity of the Facility).
25	Start Fuel Charge	To the extent specified by Respondent in the applicable Response, for each Completed Start, Buyer will pay the “Start Fuel Charge” equal to the applicable gas price (expressed in \$/MMBtu) multiplied by the applicable start fuel amount (expressed in MMBtu), which gas price and start fuel amount will be based upon the amount specified by Respondent in the applicable Response. Response shall specify the mmBtu required for a cold, warm and hot startup.
26	Dispatch Rights	Throughout the Delivery Term, Buyer shall have sole rights to dynamically schedule Buyer’s allocated portion of all attributes resulting from the operation of the proposed Facility. Buyer’s ability to dispatch the Facility shall be consistent with the design capabilities of the Facility, and those restrictions laid out in the Response (“Operating Restrictions

and Capabilities”).

Operating Restrictions and Capabilities shall include the Contract Capacity, Minimum Dispatch Level for Summer and Winter months, minimum run time and down time, maximum number of Completed Starts per year, minimum start times, and maximum ramp rates. These restrictions should be substantially equivalent to the operating restrictions that would apply to the owner of the Facility. Buyer shall have sole right to commit and decommit the Facility or schedule the Facility to zero (0) MW at Buyer’s sole discretion.

As described in item 19 above, the Facility’s Monthly Availability may be impacted due to deviations from the proposed Operating Restrictions and Capabilities, specifically the Contract Capacity and the Minimum Dispatch Level, preventing the Buyer from operating the Facility consistent with Dispatch Rights defined in the Definitive Agreement.

Seller will make available to Buyer all capacity of the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the Facility, the corresponding portion thereof) and will deliver to Buyer all associated capacity, energy, and ancillary services at the Energy Delivery Point in accordance with Buyer’s dispatch notices. Without limiting the foregoing, Seller will be required to make available to Buyer, for delivery to Buyer at the Energy Delivery Point, any capacity of the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the Facility, the corresponding portion thereof) in excess of the Contract Capacity allocated to Buyer that the Facility is capable of delivering (as a result of prevailing ambient conditions or otherwise) (“Excess Capacity”) to the Energy Delivery Point, and, to the extent dispatched by Buyer (in its sole and absolute discretion), Seller will deliver to Buyer at the Energy Delivery Point the capacity, energy, and ancillary services associated with such excess capacity. Except to the extent required by a unit contingency, Seller will not interrupt, curtail or otherwise reduce the availability or deliveries of the capacity allocated to Buyer or any associated energy, and ancillary services, even if Seller is otherwise above the availability requirements of the Definitive Agreement. In addition, to the extent the Facility is capable, from time to time, of reduced operating restrictions (including reduced minimum permitted dispatch levels and start times and increased ramp rates) and, as a result, allows Buyer greater dispatch flexibility, Seller will make available such capability to Buyer.

Buyer’s rights to the capacity, energy, and ancillary services from the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the Facility, the corresponding portion thereof) are exclusive, and Seller may not offer, sell, deliver or make available during the

		Delivery Term any of such capacity, , energy, or ancillary services to any person other than Buyer (whether or not Buyer dispatches the Facility).
27	Real-Time Data	<p>The Definitive Agreement shall require transmission of real-time Facility data, including but not limited to the following:</p> <ol style="list-style-type: none"> 1. Real time available Contract Capacity or Excess Capacity 2. Real-time Actual Heat Rate 3. Real-time Fuel Price
28	Performance Testing	<p>Performance Testing shall be performed shortly before the Commercial Operation Date (for Developmental Resources) of the start of the Delivery Term, and thereafter at the request of the Buyer from time to time, at Seller's expense, to demonstrate compliance with the various contract guarantees.</p> <p>Performance Testing schedule shall be as agreed upon by Buyer and Seller. Performance Testing shall be performed in accordance with all applicable ASME Performance Test Codes (PTCs). Procedures shall be mutually agreed upon by Buyer and Seller within the Agreement. Buyer and Buyer's engineer shall have the right to witness all Performance Tests. Pre-Test Calibrations shall be performed as required by Seller at Seller's expense. As part of performance test, custody transfer gas meters shall also be calibrated. Following test completion and calculation of results, Seller will deliver to Buyer via acceptable electronic means 100% of test input data, calculations and results. Performance tests shall be performed by a qualified independent contractor at Seller's expense, unless Buyer agrees at Buyer's sole discretion for Seller to self-perform.</p> <p>Performance Testing shall include a capacity, heat rate, and emission demonstration tests.</p>
29	Planned Maintenance	<p>All maintenance of the Facility (or any portion thereof) that has a pre-determined start date and duration and includes a reduction in the availability of the capacity of the Facility allocated to Buyer is required to be coordinated and scheduled in accordance with the Definitive Agreement as Planned Maintenance. Seller will have the right to schedule and conduct Planned Maintenance only during the months that Buyer agrees to schedule outages during.</p> <p>During the Delivery Term, Seller will deliver to Buyer its proposed schedule for Planned Maintenance at least 90 days ahead of the contract anniversary date. Changes in outage schedule will require different lead time depending on the outage duration.</p>

		<ul style="list-style-type: none"> • Scheduled maintenance durations less than 2 day duration require 24 hours notice • Scheduled maintenance duration from 2 to 5 days require 7 days notice • Schedule maintenance durations over 5 days require 90 days notice <p>Because Buyer’s dispatch profile for Facility is not expected to be constant due to the evolving percentage of solar generation, and could be influenced by compliance requirements of the GHG Rule Buyer has requested a Milestone-Based Major Maintenance Plan. This plan should echo OEM Long-term Service Agreement (LTSA) recommendations for Major Maintenance Milestones. The plan should be detailed enough to determine outage schedules and costs based on both starts and hours-based maintenance. Each Major Maintenance Milestone activity shall have an outage duration attached to the activity. Major maintenance shall be performed at OEM recommended intervals, and shall overlap activities to the maximum amount possible.</p> <p>Planned Maintenance hours shall be accounted for within the Facility’s Monthly Availability in determining any applicable Capacity Payment Discount.</p> <p>Response shall include all necessary OEM based data and information to schedule and estimate cost of Planned Maintenance activities for all major equipment (ST, STG, CT, CTG), including the following:</p> <ol style="list-style-type: none"> 1. A list of Major Maintenance Milestone outages with the order they shall be performed, the means to determine, whether starts or hours based, when to schedule each milestone, the duration for each Milestone outage; 2. Days proposed for annual scheduled minor maintenance activities such as inspections; and 3. For Response evaluation Respondent shall supply a proposed major maintenance schedule for the facility lifecycle assuming 200 starts and 7000 hours per year, and a second schedule assuming 200 starts and 5400 hours per year.
30	Force Majeure	<p>Neither party shall be liable for any default or delay in the performance of its obligations under the Agreement due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or relay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means. Such causes include acts of civil or military authority (including but not</p>

		<p>limited to courts or administrative agencies); acts of God; war; terrorist attacks; riots; insurrection; inability of Buyer to secure approval, validation, or sale of bonds; inability of either party to obtain any required permits, licenses, or zoning; blockades; embargo; sabotage; epidemics or pandemics declared by public health authorities; fires; hurricanes; tornadoes; floods; or strikes. In the case of epidemic or pandemic, the parties stipulate that a Force Majeure event shall not include any epidemic or pandemic that is ongoing as of the date of execution of the Agreement. For the avoidance of doubt, a Force Majeure event shall not include (x) financial distress nor the inability of either party to make a profit or avoid a financial loss, (y) changes in market prices or conditions, or (z) a party's financial inability to perform its obligations hereunder. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Agreement. In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice shall indicate the extent to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.</p>
31	Transfer Restrictions	<p>Seller will not (and will not permit any direct or indirect parent or affiliate of Seller to) sell or transfer the Facility (or its direct or indirect equity interests in Seller), including by merger, consolidation or sale of all or substantially all of its assets, without Buyer's prior written consent, which will not be unreasonably withheld or delayed, provided that it will be deemed reasonable for Buyer to withhold its consent if (a) the proposed transferee is not a qualified operator, (b) the proposed transferee has a creditworthiness below that of Seller, (c) any credit support provided by Seller prior to such sale or transfer would not remain in effect or be substituted with credit support acceptable to Buyer, (d) in the case of a direct transfer of the Facility, Seller does not concurrently assign its rights and obligations under the Agreement according to the assignment provisions thereof, or (e) the proposed transfer would create a prohibited conflict of interest on the part of Buyer or would otherwise be prohibited under Applicable Law.</p>
32	Change in Law	<p>The parties acknowledge the possibility that a Change in Law may occur that requires or will require one or both of the parties to incur additional costs (including environmental costs) during the Delivery Term beyond those projected to be incurred by such party as of the date of execution of the Definitive Agreement. Notwithstanding the foregoing, if such a change in law occurs, the other party will not be required to share in,</p>

		<p>reimburse, or otherwise pay all or any portion of such additional costs, except as expressly provided in the Agreement.</p> <p>Subject to the other terms herein, Buyer shall pay the net increase or decrease in the reasonable, actual, direct, and verifiable out-of-pocket costs, without mark-up, to the extent such costs are actually incurred by Seller in the provision to Buyer of PPA Product as a direct and proximate result of, and only to the extent required by, a Change in Law. Such costs shall exclude, without limitation, any costs that would not have been incurred but for other uses of the Facility. If more than one commercially reasonable option is available to comply with a Change in Law, the least cost option will serve as and establish the basis for determining the costs payable by Buyer irrespective of the option actually selected. Buyer's share of the payment of increased costs associated with a Change in Law shall be based on the percentage of the Facility's capacity that is dedicated to providing PPA Product to Buyer under the Agreement. Buyer shall have at least one hundred eighty (180) days after the receipt of notice from Seller of a Change in Law to conduct due diligence with respect to the Change in Law and associated costs. Seller shall cooperate with Buyer during the due diligence period.</p> <p><i>Respondent shall propose a cap for expenditures by Buyer and Seller associated with a Change in Law.</i></p> <p>Once the above caps are reached, Seller shall have a period of sixty (60) days to elect to terminate the Agreement and notify Buyer of such election. If Buyer does not receive notice within such sixty (60)-day period, Seller will be deemed to have waived such termination right with respect to all Changes In Law to date. If Buyer receives such notice within such sixty (60)-day period, Buyer may notify Seller within thirty (30) days either (i) that it accepts Seller's termination or (ii) that it wishes to engage in negotiations with Seller to amend the Agreement in light of the Change in Law. In the event Buyer elects to engage in negotiations, the parties shall negotiate in good faith to amend the Agreement. In the event the parties are unable to agree to and execute an amendment within sixty (60) days of commencing negotiations, Seller may terminate the Agreement by submitting a written notice of termination to Buyer.</p>
33	Conditions Precedent	<p>Buyer's obligations under the Definitive Agreement will be conditioned upon the fulfillment, or express waiver, by Buyer of the following conditions:</p> <ol style="list-style-type: none"> 1) Buyer has obtained all Governmental Approvals deemed necessary or advisable by Buyer in order for Buyer to enter into the Definitive Agreement and perform its obligations thereunder;

		<ol style="list-style-type: none"> 2) Buyer has obtained all third-party consents, approvals, and authorizations deemed necessary or advisable by Buyer to enter into the Definitive Agreement and perform its obligations thereunder; 3) All credit support requirements detailed in the Solicitation, as more fully developed in the Definitive Agreement have been posted by Seller and remain in full force and effect; 4) Seller has obtained all required Certificates of Insurance evidencing the coverages detailed in the Solicitation and has submitted such Certificates of Insurance to Buyer, and the required insurance remains in full force and effect; and 5) The Facility has achieved Commercial Operations (for developmental resources only).
<p>34</p>	<p>Commercial Operation Date</p>	<p>The date by which it is expected that the Facility will have achieved Commercial Operations, as defined herein, is the date specified as such by Respondent in the Response (as such date may be extended to the extent Commercial Operations is delayed by an event of Force Majeure). Such date shall be referred to herein as the “Commercial Operation Date” or “COD”.</p> <p>Seller will notify Buyer immediately when the COD has occurred, including in such notice reasonable evidence to Buyer of the satisfaction of all of the conditions set forth in the Agreement and a certification to that effect by an officer of Seller familiar with the Facility after due inquiry of Seller. The Definitive Agreement will require Seller to provide periodic progress reports to Buyer and will grant to Buyer inspection and other rights applicable during the pre-commercial operation phase of the Definitive Agreement.</p> <p>If the COD does not occur on or before the Guaranteed COD specified by Respondent, which shall be no later than December 31, 2030, Seller will pay to Buyer liquidated damages of \$115 per MW of proposed Contract Capacity, for each day after the Guaranteed COD that COD is not achieved until the earliest of (i) the date Seller achieves COD, (ii) the date the Definitive Agreement is validly terminated, and (iii) one hundred eighty (180) days after the Guaranteed COD. Seller’s aggregate liability for liquidated damages pursuant to this paragraph will be capped at the product of (x) \$100 per MW of proposed Contract Capacity per day multiplied by (y) one hundred eighty (180) days.</p> <p>If the COD does not occur on or before the date after the Guaranteed COD on which the delay liquidated damages cap is reached Buyer will have the right, at any time thereafter until the COD occurs, to terminate the Definitive Agreement upon notice to Seller (and to receive termination damages arising out of any such termination).</p>

35	Credit Support	Seller will be expected to meet the credit support requirements detailed in this Solicitation, including Appendix G, all of which will be more fully developed in the Definitive Agreement.
36	Seller Default	<p>The Agreement shall include the following events of Seller Default:</p> <ul style="list-style-type: none"> • Failure to pay amounts due; • Breach of representations and warranties; • Failure to provide or maintain required credit support; • Breach of covenants; • Assignment by Seller of the Agreement or sale or transfer of the Facility, directly or indirectly, except as permitted by the terms of the Agreement; • Bankruptcy, dissolution, or liquidation of Seller; • Default of Seller under any agreements relating to indebtedness for borrowed money in excess of a specified aggregate amount; • Seller makes any material intentional misrepresentation or omission in any metering report, invoice, estimate of intra-day gas cost, or availability notice required to be made or furnished by Seller pursuant to the Agreement or Seller's actual fraud, tampering with Buyer- owned facilities, or material intentional misrepresentation or misconduct in connection with the Definitive Agreement or operation of the Facility; • Except as expressly provided by the Agreement, Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the capacity, energy, or ancillary services that are subject to the Definitive Agreement, or any portion thereof, to any person other than Buyer; • The average of the Facility's Monthly Availability during any Rolling 12 Month Period is less than the Rolling 12 Month Availability Requirement of eighty-five percent (85%), where "Rolling 12 Month Period" means, as of the end of any month during the Delivery Term, the twelve (12)- month period that includes such month and the preceding eleven (11) months that occurred during the Delivery Term; • Default of Seller under, or failure to maintain in effect, any project document (including any interconnection agreement or other service-related agreement); • The commencement of the Delivery Term has not occurred by 180 days after the Guaranteed COD; <p>Other events of default may be included in the Definitive Agreement as</p>

		appropriate.
37	Termination Rights	The Definitive Agreement will contain provisions entitling a party the right to terminate the Definitive Agreement upon the occurrence and continuation of an event of default by the other party and to calculate termination damages based on the costs, gains, or losses incurred by the non-defaulting party arising out of termination of the Definitive Agreement. If the termination damages are negative, the non-defaulting party will not be obligated to pay such amount to the defaulting party.
38	Indemnification	<p>To the extent permitted by law, and within the limitations provided herein, each party shall hold harmless and indemnify the other party, its governing board, officers, employees, and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury to persons, including death, or damage to property, arising out of the negligence, recklessness or intentional wrongful misconduct of the party and any person or entity used by either party in the performance of the obligations required by the Agreement. This indemnification shall survive the term of the Agreement for events that occurred during the term of the Agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in the Agreement.</p> <p>Buyer's indemnification of Seller shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes. Buyer shall not agree to a waiver of such limitations or of its sovereign immunity. Notwithstanding the foregoing, in accordance with Section 768.28(5)(a), Florida Statutes, Buyer may agree to settle claims or judgements against it within the limitations of its insurance coverage without having been deemed to have waived any defense of sovereign immunity or to have increased its limits of liability as a result of obtaining such insurance coverage.</p>
39	Confidentiality	Subject to Buyer's obligations under Chapter 119, Florida Statutes, and Section 21.09(c)(4) of the Charter of the City of Jacksonville, the parties will safeguard Confidential Information against disclosure by employing the same means to protect such Confidential Information as that party uses to protect its own non-public, confidential, or proprietary information. Specifically, no receiving party shall itself, or permit its employees, consultants, or agents to disclose to any person the Confidential Information of the other Party without the prior written consent of the party disclosing the Confidential Information, except a receiving party may distribute the Confidential Information to its board members, officers, employees, agents, consultants, contractors, potential investors and lenders who are confidentially bound to the receiving party and have a need for

		<p>such Confidential Information. In the event that Buyer receives a request from a third party to disclose Confidential Information, or any information reasonably determined to be Confidential Information, Buyer shall, prior to the disclosure of the Confidential Information, promptly notify the Seller of such request. Seller may thereafter, at its sole cost and expense, seek a protective order or other appropriate remedy and/or waive compliance with the terms of the Agreement. Seller shall notify Buyer within five (5) business days of receiving notification of a request whether it intends to seek a protective order or other appropriate remedy. Buyer may not disclose any Confidential Information until (i) such time as it is legally compelled to do so by court order (providing that all appellate remedies have been exhausted); (ii) Seller provides its written consent to Buyer; or (iii) Seller fails to notify Buyer of its intent to seek a protective order or other appropriate remedy within five (5) business days of receiving notice of a request to disclose Confidential Information. Seller shall be solely responsible for all fines, fees, and reasonable costs incurred by Buyer in complying with this item, including attorney's fees, provided that Seller shall not be responsible for any such fines, fees, or costs incurred by Buyer by reason of its failure to adhere to a court order or failing to comply with the terms of the Agreement. Each party acknowledges that the unauthorized disclosure of Confidential Information may cause irreparable harm and significant injury that may be difficult to ascertain. Each party therefore agrees that specific performance or injunctive relief, in addition to other legal and equitable relief, are appropriate remedies for any actual or threatened violations of this confidentiality and non-disclosure commitment, neither party shall be entitled to any special, consequential, indirect, or punitive damages as a result of a breach of this item or any other term or provision of the Agreement, regardless of whether such claim is based in contract, tort, or otherwise.</p>
40	Audit Rights	<p>Each party has the right, during normal working hours, to examine the records of the other party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to the Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly. By entering into an Agreement Seller agrees that it shall be subject to audit by the Council Auditor of the City of Jacksonville pursuant to Article 5 of the Charter of the City of Jacksonville. The auditing party shall bear the costs associated with an audit conducted pursuant to this item, except that if an audit identifies overpricing or overcharges of any nature in excess of one half of one percent (0.5%) of total contract billings, or otherwise discovers substantive findings of fraud, misrepresentation, or nonperformance, the auditing party shall be entitled to reimbursement for the reasonable costs of the audit.</p>

41	Governing Law and Venue	The Agreement and any dispute, claim, or controversy arising hereunder or in relation hereto shall be governed by and interpreted in accordance with the laws of the state of Florida. Venue for any action arising hereunder or in relation hereto shall lie exclusively in Duval County, Florida.
42	Appropriations	Buyer's obligations under the Agreement shall be subject to the appropriation of sufficient funds for such purposes by its Board of Directors and the Jacksonville City Council. While Buyer will make every reasonable effort to provide the funds needed to perform its obligations under the Agreement, Buyer makes no express commitment to provide such funds in any given fiscal year.
43	Taxes	Except as otherwise provided in the Agreement, Seller shall pay or cause to be paid all taxes levied or assessed by governmental authorities associated with the PPA Product that arise prior to the Energy Delivery Point, including, but not limited to (i) any real property taxes levied against land or interests in land associated with the Facility; or (ii) any tangible personal property taxes assessed against goods, chattels, or other articles of value owned by Seller that are necessary for the operation of the Facility. Seller's obligations under this item shall not apply to any taxes that arise at or after the Energy Delivery Point or to any real or personal property owned by JEA.
44	Definitions	<p>Capitalized words and terms used in this Term Sheet shall have the meaning given to them in this Section 20. Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in the Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time.</p> <p><i>Actual Heat Rate</i> is the actual operating performance in such hour with respect to the energy deliveries at the Energy Delivery Point during such hour, expressed in actual MMBtu of gas consumed per MWh of delivered energy (HHV) at the Energy Delivery Point, unless modified per the terms in item 21.</p> <p><i>Agreement</i> or <i>Definitive Agreement</i> means the Agreement entered into between Buyer and Seller for the purchase of the PPA Product as a result of the Solicitation.</p> <p><i>Applicable Laws</i> means all federal, state, and local laws, rules, regulations, ordinances, statutes, codes, and practices that apply to any</p>

party with respect to the party's performance under the Definitive Agreement.

Average Ambient Condition is defined in item 11 of this Term Sheet.

Buyer means JEA, a body politic and corporate organized under Article 21 of the Charter of the City of Jacksonville.

Contract Capacity as defined in item 16 of this Term Sheet.

Capacity Payment means the payment made to Seller by Buyer as compensation for all capacity-related benefits allocated to the Facility. The Capacity Payment is calculated as the total of the Capacity Rate multiplied by the Contract Capacity, subject to a discount as provided in Section 20 herein.

Capacity Payment Discount means the discount applied to payments from Buyer to Seller in a month where the Monthly Availability is below the applicable Monthly Availability Requirements.

Capacity Rate is a rate, defined by the Respondent, expressed in \$/kW-month, applied to the Contract Capacity to determine the Capacity Payment.

Certificates of Insurance is a document that verifies the existence of an insurance policy and summarizes its key details.

Change in Law means any change in Applicable Laws after the execution of the Definitive Agreement.

Commercial Operations means that all of the following have occurred:

- Final Completion of the Facility, as defined in the Agreement for construction of the Facility;
- The Facility (i) has successfully completed its Performance Test and has demonstrated a Contract Capacity equal to at least 95% of Expected Contract Capacity, or has remedied any Initial Capacity Shortfall consistent with the terms laid out in item 17.
- Has successfully achieved tested heat rates equal to or less than the corresponding maximum Guaranteed Heat Rates without producing emissions in excess of the levels set forth in the Definitive Agreement
- Has successfully completed an emission demonstration test at emissions levels and rates below the levels and rates set forth in the Definitive Agreement or permitted under (1) air permit(s) for the Facility or (2) Applicable Laws for emissions.

- Interconnection of the Facility to Buyer’s transmission system as provided in Appendix B;
- All required permits and consents for the construction, operation, and maintenance of the Facility have been obtained by Seller and are in full force and effect;
- The Facility is capable of safe, reliable, and continuous commercial operation for its intended use and purpose, and without injury to persons or property, in compliance with applicable laws, permits, and generally accepted industry practices; and
- Seller has delivered to Buyer a report with the results of all required performance testing conducted by Seller to demonstrate that the Facility is capable of commercial operations.

Commercial Operations Date or *COD* means the date that the Facility meets all conditions for Commercial Operations, except to the extent such conditions may be waived by Buyer.

Completed Start is defined in item 24 of this Term Sheet

Confidential Information means proprietary information, regardless of form or characteristics, that (i) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; (ii) the disclosure of which would cause harm to the entity providing the information or its business operations; and (iii) that has not been disclosed unless disclosed pursuant to a statutory provision, an order of a court or administrative body, or a private agreement that provides that the information will not be released to the public. For the purposes of this Solicitation and resulting Agreement, Confidential Information must be designated as “confidential” or “proprietary” at the time it is disclosed.

Delivery Term means the term for deliveries of capacity, energy, and ancillary services from Seller to Buyer under a Definitive Agreement.

Energy Delivery Point means the point on the JEA Transmission System (at 138kV or 230kV depending on location) at which deliveries of capacity, energy, and ancillary services from Seller to Buyer are required to be made and scheduled.

Energy Price is equal to the Actual Heat Rate of the Facility (expressed in MMBtu (HHV)/MWh) multiplied by the applicable Fuel Price (expressed in \$/MMBtu (HHV)) as described in item 21.

Energy Payment means the sum of the Energy Price and the Variable O&M Rate, multiplied by the energy that is dispatched by Buyer and delivered to Buyer from the Facility at the Energy Delivery Point.

Excess Capacity is any capacity of the Facility (or, in the event Respondent proposes to allocate to Buyer a portion of the Facility, the corresponding portion thereof) in excess of the Contract Capacity allocated to Buyer that the Facility is capable of delivering as a result of prevailing ambient conditions or otherwise.

Expected Contract Capacity is the estimated Contract Capacity based on the proposed design and expected performance of the Facility.

Facility means the electric generation facility specified as such in a Response.

Facility Ambient Condition is defined in item 14 of this Term Sheet

Firm Transportation Reservation Charges are the annual fixed cost of all Firm Interstate Transportation Reservation Charges and Firm Local Delivery Reservation Charges

Force Majeure is defined in item 30 of this Term Sheet.

Fuel Price is the price applied to the energy produced and delivered to the Energy Delivery Point that will account fuel commodity cost, and any variable cost for fuel delivery.

GHG Rule is the EPA's 2024 published greenhouse gas standards.

Governmental Approvals means all authorizations, consents, approvals, waivers, exceptions, variances, filings, notices, permits, orders, licenses, exemptions, and declarations of any federal, state, or local government agency having jurisdiction over either party, the Facility, the JEA Transmission System, any Interconnection Facilities, or the generation, delivery, and sale of the Product.

Guaranteed COD is the date that the Facility must reach COD to avoid paying liquidated damages. The Guaranteed COD will be provided by the Respondent in the Response and must be on or before December 31, 2030.

Guaranteed Contract Capacity is the capacity amount the Facility must meet (under Summer Ambient Conditions) to avoid paying liquidated damages. The Guaranteed Contract Capacity must be at least 95% of the Expected Contract Capacity.

Guaranteed Heat Rate means, for a new unit, the proposed heat rate plus unrecoverable losses averaged over a major maintenance cycle.

Hourly Fuel Commodity Price is the real-time average price for 100% of the fuel commodity supplied to the facility in the subject hour on a \$/mmBtu basis.

Hourly Fuel Variable Delivery Cost is the real-time average price for any non-firm fuel transportation charges.

Interconnection Location is the location on the transmission system to which the Facility is interconnected.

Initial Capacity Shortfall Liquidated Damages is defined in item 17 of this Term Sheet.

Major Maintenance Milestone and *Major Maintenance Milestone Plan* is defined in item 29 of this Term Sheet.

Minimum Dispatch Level is the Minimum Emissions Compliant Load (MECL), or zero (0) MW if Buyer does not have the right to commit and decommit the facility at Buyer's sole discretion.

Minimum Emissions Compliant Load (MECL) is the lowest output at which a gas turbine power plant can operate while still meeting environmental limits for nitrogen oxides (NO_x) and carbon monoxide (CO) emissions.

Monthly Availability and *Monthly Availability Requirement* is defined in item 19 of this Term Sheet.

Net Dependable Capacity (NDC) is defined per NERC definitions for NDC and is the net capacity modified for the subject ambient conditions.

Operating Restrictions and Capabilities are the Buyer's restrictions and capabilities, provided in the Response, when exercising Buyer's dispatch rights under the Agreement. Operating Restrictions and Capabilities shall include the Contract Capacity, Minimum Dispatch Level for Summer and Winter months, minimum run time and down time, maximum number of Completed Starts per year, minimum start times, and maximum ramp rates.

Original Equipment Manufacturer (OEM) is the manufacture of the major parts and equipment of the Facility.

Performance Test as described in item 28 of this Term Sheet.

Planned Maintenance means maintenance of the Facility that (i) is scheduled in advance with Buyer in accordance with the terms of the Definitive Agreement and included in a Planned Maintenance schedule and has a predetermined start date and expected duration (including but not limited to annual overhaul, inspections, and testing) and (ii) includes a reduction in the availability of the capacity of the Facility allocated to Buyer.

Product or PPA Product provides for delivered capacity, energy, and ancillary services from flexible generation through a Power Purchase Agreement.

Respondent are parties submitting a Response in connection to the Solicitation.

Response includes the aggregate of the information, documents, and communication provided by the Respondent in connection to an offer to fulfill the requirements of the Product and the Solicitation.

Revised Guaranteed Contract Capacity is the revised Guaranteed Contract Capacity in the event of an Initial Capacity Shortfall, conditioned on the terms laid out in item 17.

Seller is the party specified by Respondent in the applicable Response as the party responsible for the execution of requirements of the “Seller” under the Agreement.

Start Fuel Payment means the applicable Start Fuel Charge multiplied by the number of Completed Starts.

Start-Up Payment means the Start-up Charge multiplied by the number of Completed Starts.

Summer includes the months of June, July, and August.

Summer Ambient Condition is defined in item 12 of this Term Sheet.

Transmission Losses are the estimated amount of the decrease in electrical power between the Interconnection Location and the Energy Delivery Point.

Winter includes the months of January, February, and December.

Winter Ambient Condition is defined in item 13 of this Term Sheet.