

RESOLUTION No. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE FREMONT SOLAR PPA PROJECT TRANSACTION SCHEDULE UNDER THE MASTER FIRM POWER SUPPLY AGREEMENT WITH UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS; AND RELATED MATTERS.

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WHEREAS, Washington City (the "Member") owns and operates a utility system for the provision of electric energy to its residents and others (the "System") and is a member of Utah Associated Municipal Power Systems ("UAMPS") pursuant to the provisions of the Utah Associated Municipal Power Systems Amended and Restated Agreement for Joint and Cooperative Action dated as of March 20, 2009, as amended (the "Joint Action Agreement");

WHEREAS, the Member desires to purchase all or a portion of its requirements for electric power and energy from or through UAMPS and has entered into a Power Pooling Agreement with UAMPS to provide for the efficient and economic utilization of its power supply resources;

WHEREAS, the Member has previously entered into the Master Firm Power Supply Agreement with UAMPS in order to allow for UAMPS entering into various firm transactions for the purchase and sale of firm supplies of electric power and energy;

WHEREAS, UAMPS has investigated the Fremont Solar PPA Project, a 99 megawatt (MW) solar photovoltaic generation facility and a 49.5 MW battery storage system located in Iron County, Utah, on behalf of its members and is now prepared to enter into a 25 year power purchase agreement with Fremont Solar, LLC to secure the delivery of all the energy from the Project and associated environmental attributes; and

WHEREAS, the Member now desires to authorize and approve the Fremont Solar Transaction Schedule ("Transaction Schedule") attached hereto as Exhibit A for the Project subject to the parameters set forth in this Resolution.

Now, THEREFORE, BE IT RESOLVED by the City Council of Washington City as follows:

*Section 1. Authorization of Fremont Solar Transaction Schedule.* The Transaction Schedule, in substantially the form presented at the meeting at which this resolution is adopted, is hereby authorized and approved, and the Member Representative is hereby authorized, empowered and directed to execute and deliver the Transaction Schedule on behalf of the Member. If additional subscription becomes available, Member Representative may approve an adjustment to the Member's kW subscription up to \_\_\_\_\_ total subscription, in which case a revised Transaction Schedule reflecting the increase will be prepared for signature. Promptly upon its execution, the Transaction Schedule shall be filed in the official records of the Member.

*Section 2. Other Actions.* The Chairman, Secretary, Member Representative and other officers and employees of the Member shall take all actions necessary or reasonably required to carry out,

give effect to, and consummate the transactions contemplated hereby and shall take all actions necessary to carry out the execution and delivery of the Transaction Schedule and the performance thereof.

*Section 3. Miscellaneous; Effective Date.* (a) All previous acts and resolutions in conflict with this resolution or any part hereof are hereby repealed to the extent of such conflict.

(b) In case any provision in this resolution shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025

WASHINGTON CITY

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Mayor

ATTEST AND COUNTERSIGN:

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City Recorder

[SEAL]

**EXHIBIT A**  
**FREMONT SOLAR PROJECT TRANSACTION SCHEDULE**

## **FREMONT SOLAR PROJECT FIRM POWER SUPPLY AGREEMENT TRANSACTION SCHEDULE**

This Transaction Schedule to the Master Firm Power Supply Agreement (together, the “Agreement”) sets forth the agreement of the Parties with respect to transaction described below through the UAMPS Firm Power Supply Project.

PURCHASER:	Washington City (the “Participant”).
ENTITLEMENT SHARE:	7.5758% of UAMPS’ rights, interests and obligations under the PPA described below (the “Entitlement Share”). The Entitlement Share represents 7,500 kW of the expected Project output and associated Environmental Attributes acquired by UAMPS under the PPA.
SUPPLIER:	Fremont Solar, LLC (the “Supplier”).
PROJECT:	The Fremont Solar Project (the “Project”) is a to-be-constructed 99 MW solar photovoltaic generation facility (“PV Facility”) and a 49.5 MW battery energy storage system (“BESS”) located in Iron County.
PPA:	The Power Purchase Agreement dated as of [_____] (the “PPA”) by and between UAMPS and the Supplier with respect to the Project.
EFFECTIVE DATE:	The PPA becomes effective upon UAMPS obtaining sufficient Participant governing body approvals for the purchase of all of the output and attributes it acquires under the PPA. UAMPS anticipates satisfying these conditions within 60 days of executing the PPA.
TERM:	A 25-year delivery term commencing on COD.
PRICE:	\$35.45 per MWH for PV facility and the sum of (i) \$13.50/kW-month, and (ii) the Incremental BESS Tariff Cost divided by \$1,000,000 and multiplied by \$0.08/kW-month, rounded to the closest \$0.01/kW-month, each with no escalation; provided that if the sum of (i) and (ii) exceeds the BESS Price Cap, then the BESS Price shall equal the BESS Price Cap for BESS.
COD:	The Scheduled Commercial Operation Date of the Project (“COD”) is December 31, 2027. COD may not occur earlier than June 1, 2027 or later than June 30, 2028 except as specified under the PPA.
OTHER PROVISIONS:	<p><b><i>Energy:</i></b> UAMPS will schedule all energy pursuant to the terms and conditions of the PPA and will deliver to the Purchaser its Entitlement Share from the Project.</p> <p><b><i>Transmission:</i></b> UAMPS will charge and the Purchaser will pay transmission charges as adopted by the UAMPS Board of Directors from time to time.</p>

**Administration:** UAMPS will charge and the Purchaser will pay the scheduling fee and reserve fee as adopted by the UAMPS Board of Directors from time to time.

**Default:** The failure of Purchaser to pay any amount when due under the Agreement within [three] business days of written notice from UAMPS shall constitute a default by the Participant. Upon the occurrence of any such default, UAMPS may (a) cease and discontinue delivery of the energy and attributes of Participant's Entitlement Share but the Participant shall remain responsible for the payment of all costs and expenses allocable to its Entitlement Share and (b) will pursue any remedy available to UAMPS at law or in equity.

**Step-Up:** Upon a default by a Participant, UAMPS shall have the right to terminate the defaulting Participant's Entitlement Share and immediately reallocate it among the non-defaulting Participants in proportion to their existing Entitlement Shares; *provided that* no Participant's Entitlement Share may be increased by more than 25% as a result of such reallocation. The Project Management Committee shall provide direction to UAMPS with respect to the reallocation of a defaulting Participant's Entitlement Share, the disposition of reallocated Entitlement Share that may be surplus to the requirements of non-defaulting Participants, the continued "qualified use" of reallocated Entitlement Share and such other matters as it shall deem necessary.

**Other:** Any costs incurred by UAMPS due solely to this Agreement, including but not limited to the PPA costs, transmission costs, scheduling costs, administrative costs and legal costs will be the responsibility of the Purchasers based on their respective Entitlement Shares and invoiced through the UAMPS Power Bills.

The Participant further covenants to and agrees with UAMPS as follows:

(a) *Maintenance of Rates.* The Participant shall establish, maintain, revise, charge and collect rates for electric service rendered by it to its customers so that such rates shall provide revenues which, together with other funds reasonably estimated to be available, will be sufficient to meet the Participant's obligations to UAMPS under this Agreement, to pay all other operating expenses of the Participant's electric system and to provide revenues sufficient to pay all obligations of the Participant payable from, or constituting a charge or lien on, the revenues of its electric system.

(b) *Maintenance of Revenues.* The Participant shall promptly collect all charges due for electric utility services supplied by it as the same become due. The Participant shall at all times maintain and shall exercise commercially reasonable efforts to enforce its rights against any person, customer or other entity that does not pay such charges when due.

(c) *Sale or Assignment of Electric System or this Agreement.* The Participant shall not assign this Agreement except upon the prior written approval of UAMPS given upon the direction of the Project Management Committee."

(d) *Prudent Utility Practice.* The Participant shall, in accordance with prudent utility practice, (i) at all times operate its electric system and the business thereof in an efficient manner, (ii) maintain its electric system in good repair, working order and condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the electric system, so that at all times the business thereof shall be properly conducted, and (iv) duly perform its obligations under all power supply and transmission service agreements to which it is a party.

(e) *Operating Expenses.* The payments to be made by the Participant under this Agreement shall be payable as (i) a cost of purchased electric power and energy (ii) an operating expense of the Participant's electric system and (iii) a first charge, together with all other operating expenses, on the revenues derived from the operation of the Participant's electric system. The Participant shall include the payments to be made under this Agreement as a cost of purchased electric power and energy and an operating expense (x) in the annual operating budget of its electric system and (y) in any future resolution, ordinance or indenture providing for the issuance of debt obligations payable from the revenues of the Participant's electric system.

(f) *Future Prepay; Qualified Use.* In the event that the Project Management Committee approves a future prepayment transaction with respect to the PPA and the Participant elects to participate in such transaction with respect to all or a portion of its Entitlement Share, the Participant agrees as follows:

- (i) it shall sell the energy from its Entitlement Share to retail customers located in the established service area of its municipal electric utility pursuant to generally applicable and uniformly applied rate schedules or tariffs;
- (ii) it shall provide such information and certificates as may be reasonably requested by UAMPS with respect to its electric utility and its past and projected loads and resources; and
- (iii) it will comply with such additional instructions as may be provided by UAMPS in order to establish and maintain the tax-exempt status of the bonds issued to finance the prepayment.

This Transaction Schedule may be signed in counterparts.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

WASHINGTON CITY

UTAH ASSOCIATED MUNICIPAL POWER  
SYSTEMS



# Fremont Solar + Battery PPA

TO Resource Project PMC  
FROM UAMPS Staff  
DATE August 28, 2025  
SUBJECT PPA Talking Points

## What is the Resource?

The Fremont Solar Project consists of a **99 MWac solar photovoltaic generation facility** coupled with a **49.5 MW / 198 MWh battery energy storage system (BESS)** located in Iron County, Utah. The combined project will deliver clean energy and grid flexibility through solar generation and four-hour battery dispatch capability. This resource was **identified in the UAMPS 2024 Resource Procurement Plan** as a planned generating resource. We are now executing on the procurement plan.

## How is UAMPS Contracting for the Resource?

UAMPS is entering into a **25-year Solar + Battery PPA** with Fremont Solar, LLC on behalf of participating members. This is structured through the **Master Firm Power Supply Agreement**, with a dedicated transaction schedule for the Fremont Solar PPA Project.

## What is the Term of the Agreement?

- **25-year contract term**, beginning on the **Commercial Operation Date (COD)** of both the solar and battery systems.
- COD is expected by **December 31, 2027**, with guaranteed delivery by **June 30, 2028**.

## Who is the Developer?

The project is being developed by **Longroad Energy**, a highly experienced independent power producer with a strong track record in renewable energy development and operations across the U.S.

## What if the Project Is Delayed?

- The agreement includes **Delay Damages** of:
  - **\$21,970/day** for delays in battery COD.
  - Additional provisions for solar delays between **\$17,643 and 57,582/day** (see Exhibit 12).
- Cumulative delay damages are capped at the amount of the **Development Security**.
- If delays extend beyond the “Outside COD” (including up to 180 days of force majeure), either party may terminate the agreement.

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## What is the Pricing?

- **Solar Energy Price: \$35.45/MWh** (flat, no escalation) – includes RECs and environmental attributes.
- **Battery Capacity Price: \$13.50/kW-month** (plus potential tariff-related adjustments, capped at \$14.14/kW-month).
- Payment includes **fixed battery capacity payments** and **solar energy payments** (based on measured MWh).

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## What Are the Benefits of the Battery?

- Provides **4-hour discharge at full capacity (198 MWh)**.
- Enables **load-shifting**, peak-shaving, and enhanced resource adequacy.
- UAMPS (as Buyer) controls the charging and discharging via real-time AGC Set-Points.
- Guarantees:
  - **BESS Capacity**
  - **Availability**
  - **Ramp Rate**
  - **Round Trip Efficiency**
- Liquidated damages apply for any underperformance based on guarantees (Exhibits 10, 14, 15).

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## How Are Curtailments Managed?

- The PPA includes provisions to manage **transmission or economic curtailments**.
- Economic curtailments between solar COD and battery COD, up to **198 MWh/day**, may occur without compensation during shoulder months.

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## What Happens If Participants Drop Out?

- Full subscription by UAMPS participants is required for the agreement to become effective.
- If not 100% subscribed within 135 days of execution, the project may be downsized or terminated (Section 3.4).

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## What Environmental and Educational Benefits Are Included?

- Includes delivery of all **RECs** (Renewable Energy Credits) to members.
- A **Scholarship Program** is included: \$10,000/year for high school seniors from UAMPS communities pursuing studies related to renewable energy (Section 12.21).

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## Why Now?

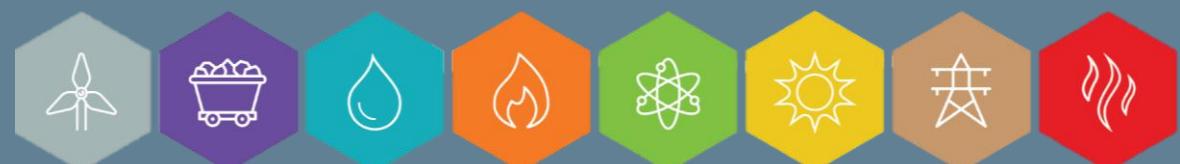
- **IRA incentives, current solar and battery supply chain certainty, and project viability** support executing this PPA now. The **IRA tax credits will be discontinued** under the One Big Beautiful Bill Act (OBBA). Future solar PPA pricing is expected to increase as a result.
- Delay risks or rejection could mean a **5+ year setback** with higher costs and fewer viable alternatives due to interconnection backlogs and price inflation.

# ALL REQUIREMENTS INVESTIGATION



UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

July 16, 2025



# AGENDA

Review of Talking Points

Recap of All Requirements  
Key Terms

Timeline & Next Steps



# BIG PICTURE: WHY CONSIDER ALL REQUIREMENTS?

- Mission remains – deliver low-cost, reliable wholesale power supply
- Diverse member needs require flexibility
- Guided by Values: Informed Decisions, Integrity, Collaboration, Accountability
- Exploring model to better serve members



# CURRENT VS. ALL-REQUIREMENTS MODEL

- Current: Project-Based – members subscribe to specific projects
- All Requirements: Members commit to all wholesale power from UAMPS
- Both models remain available for member choice



# HOW THE ALL-REQUIREMENTS MODEL WORKS

- Members remain engaged in selecting supply
- Collaborative Integrated Resource Plan (IRP)
- Annual Resource Procurement Plan voted by all
- Economies of scale from combined needs



# KEY CHANGES FOR MEMBERS

- No individual approvals for each power purchase
- Single power supply contract with UAMPS
- UAMPS manages full procurement – short, mid, and long-term



# WHY IT MAY BE A BETTER FIT

- Reduces procurement complexity
- Addresses market changes & smaller resources
- Lets members focus on distribution
- Project Based Membership still available for those with internal expertise



# COST CONSIDERATIONS

- Expected to be cost-effective
- Minimal incremental administrative costs
- Costs allocated fairly based on staff effort
- Procurement savings from larger volume certainty



# KEY TAKEAWAYS

- Flexibility: Choose All Requirements or Project-Based
- Simplicity: UAMPS manages complex procurement
- Collaboration: Members still shape planning & resources to be procured
- Maximizing economies of scale will result in the most effective procurement costs



# ALL-REQS CONTRACT KEY TERMS

25-year term (term should be relatively long to coincide with life of generating assets to be procured (~25+ years)

- Member can buyout earlier ( 5-year notice) but resource procured under all requirements project stay with all requirements project

UAMPS will provide all power supply needs of the member except for **excluded resources**

- Once existing UAMPS resources terminate, procurement responsibility for those resources shifts to UAMPS

New large loads in member territories—agreement by ALL UAMPS members

Member coordination on net metering, energy efficiency, and demand response (necessary for UAMPS to better understand member load)



# ALL-REQS CONTRACT KEY TERMS...

**Rate Schedule:** Annual rate schedule based on procured or to be procured w/in budget year all requirements resources and forecast member load

**Treatment of Existing UAMPS Resources:** Existing resources already procured by AR members will be excluded from the rate schedule and invoiced separately via the project based billing structure



# ALL-REQS CONTRACT KEY TERMS...

**Voting:** Each AR member shall have one unweighted vote.

- Ability to call for a weighted vote
- AR members votes are weighted based on member forecasted demand (accounting for member's forecasted demand minus member's excluded and existing resources)

**Payment obligations** by a member will be take-or-pay similar to Power Sales Contracts with similar covenants being agreed to by the member



# GUIDING PRINCIPLES IN DESIGNING ALL-REQS PROJECT

All UAMPS Members (All-Requirements & Project-Based) must be treated equitably (governance and operations must not discriminate against one type of UAMPS member over the other).

Members will not have identical perspectives; all-requirements members will need to meet in the middle.

Members will not have the ability to jump in and out of all-requirements unless a “light” version is pursued.

The goal is to make resource procurement by the member an easier, more streamlined process.

It will be up to the members the degree to which “give and take” will be equalized amongst members.



# CREDIT RATING IMPLICATIONS

- How will a credit agency rate a UAMPS all requirement contract paired with UAMPS Power Sales Contract?
- UAMPS is developing another NGCC plant for a 2035 COD
- 18 UAMPS Members sign All Requirements Contract
- 12 UAMPS Members sign new NGCC Power Sales Contract
- How will a credit agency rate the UAMPS NGCC project
  - Credit Rating for All Reqs Portion and Credit Rating for Project Based Members; or
  - Composite rating between all 30 Members
- Step-Up implications

# NEXT STEPS

1

Circulate Revised High Level Talking Points for Governing Bodies

2

High Level Presentation during UAMPS Member Conference

3

Continue Investigation—Focus on Credit Rating (low cost and relative lower effort as compared to drafting contracts; outcome of credit rating analysis will inform contracting structure)

4

September-October: Draft All Requirements Contract

5

November-December: Review Contract w/ Members

6

January 2026: All Requirements Contract out for governing body approvals with Amended Pool Agreement



# QUESTIONS

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **UAMPS ALL REQUIREMENTS PROJECT INVESTIGATION TALKING POINTS**

## **JULY 2025**

***Intended Use & Audience:*** These talking points are to be used by UAMPS member representatives to solicit feedback from their governing boards on transitioning from a project based membership model to an all requirements membership model with UAMPS.

### **BIG PICTURE UAMPS ALL REQUIREMENTS MODEL**

UAMPS Mission to deliver low cost, reliable wholesale power supply to the members is not changing—to meet this **Mission**, UAMPS must evaluate if there is a better way on **HOW** we deliver on this Mission for the members. As we plan for the future, UAMPS recognizes that not **ALL** the members are the same and UAMPS must determine how to meet varying member needs. UAMPS has four **Values** that guide our behavior, culture, and strategic planning.

- 1. Informed decision making**
- 2. Integrity**
- 3. Collaboration**
- 4. Accountability**

Based on the UAMPS Mission and Values, UAMPS staff and membership are exploring an all requirements membership model. This effort is part of a broader strategy to better serve the diverse needs of our membership.

Generally speaking, there are two types of joint action agencies:

- All Requirements Joint Actions: Members commit to buy **ALL** of their wholesale power supply from the joint action agency.
- Project Based Joint Actions: Members subscribe to specific projects but it is not a requirement. (This is UAMPS' current membership model.)

UAMPS understands that our member communities are **diverse, with different needs, priorities, and internal capabilities**. Providing flexibility is essential. Some members may prefer the simplicity and efficiency of the all requirements model, while others may continue to value the customization offered by the project based approach. Both models will remain available, ensuring that each member can choose the path that best supports their local objectives and operational structure.

## HOW THE ALL REQUIREMENTS MEMBERSHIP MODEL WOULD WORK

### Member Participation in Selecting Wholesale Power Supply

- All requirements members would **remain actively involved** in selecting the wholesale power supply opportunities UAMPS pursues on behalf of the membership.
- UAMPS envisions a more routine and collaborative Integrated Resource Plan (IRP) that would include input from both all requirements members and project based members to guide future power supply decisions. **ALL members will help shape procurement strategies** by identifying what matters most to them—such as cost, regulatory risk, greenhouse gas emissions, etc.
- The IRP will use member input to select the optimal resources to pursue. UAMPS will then develop an Annual Resource Procurement Plan, based on that feedback outlining which resources will be pursued within a given year.
- The all requirements and project based members will vote on the Resource Procurement Plan annually, ensuring **all members** stay involved in key decisions.
- UAMPS believes that the most cost-effective wholesale power supply can be achieved by combining the power needs of **BOTH** the all requirements and project based member to take advantage of the economies of scale.

### What's Different for the All Requirements Members Moving Forward?

- The all requirements members will no longer need governing body approvals for each individual power supply purchase.
- Instead, all requirements members will sign a single power supply contract, giving UAMPS the responsibility to procure the **members' full power supply** including short term (EDAM, hourly, monthly), mid-term (month-multi-year) and long term (5+ years).

### Why the All Requirements Membership Model May Be a Better Fit for a Member

- The project based membership model imposes a procurement responsibility on members and their staff to actively manage power supply procurement. Members must navigate a range of multifaceted issues related to its wholesale power procurement, which requires ongoing management by their staff.
- Members will face **increasingly complex procurement decisions** moving forward—this change is being driven by the move toward smaller scale generation

resources—replacing the large coal plants of the past, combined with changes in wholesale markets that now **require additional procurements** for both energy and resource adequacy.

- Again, it should be noted that some members will likely continue with the project based model as they have developed and plan to maintain internal staff with specialized expertise in their wholesale power supply needs. Other members have expressed the desire to focus more on the distribution needs of their communities and would prefer to rely on UAMPS staff to manage their wholesale power supply.

### **Costs of the All Requirements Membership Model**

- UAMPS staff is still evaluating the costs of administering the all requirements model, but early indications suggest it will be a **very cost-effective option** for the participating members.
- UAMPS **does not** anticipate a lot of incremental administrative costs. Similar to the project based model, UAMPS' staff costs will be allocated proportionally to the administrative effort required to operate the all requirements framework, ensuring equitable and transparent cost distribution.
- An important cost benefit of the all requirements model is the potential for a more economical wholesale power supply procurements made possible by greater certainty in the volumes to be purchased.



# Fremont Solar + Battery PPA

TO Resource Project PMC  
FROM UAMPS Staff  
DATE August 28, 2025  
SUBJECT PPA Executive Summary

## Overview of the Agreement

The Power Purchase Agreement (PPA) is between Fremont Solar, LLC and UAMPS. This PPA outlines the terms and conditions under which UAMPS (the Buyer) will purchase energy products from Fremont Solar, LLC (the Seller), which plans to develop, own, and operate a combined 99 MW solar photovoltaic (PV) facility and 49.5 MW/198 MWh battery energy storage system (BESS) in Iron County, Utah. The project is collectively referred to as the Fremont Solar Project.

The agreement sets a 25-year delivery term from the Commercial Operation Date, during which UAMPS will purchase all energy and related products produced by the project, including Renewable Energy Credits (RECs) and capacity rights.

## Key Project Features

### Solar Facility

Capacity: 99 MW

- Energy Rate: \$35.45/MWh (fixed, no escalation)
- Commercial Operation Date Target: By December 31, 2027, with a final deadline of June 30, 2028

### Battery Facility

Capacity: 49.5 MW, 4-hour duration (198 MWh)

- Battery Rate: Between \$13.50/kW-month and a max of \$14.14/kW-month depending upon the additional tariff impact after January 1, 2025. (fixed, no escalation)
- Performance Guarantees: minimum round-trip efficiency, availability, ramp rate, and capacity retention

### Combined Cost

Combined Energy and Battery Rate: Between approximately \$69/MWh and \$74/MWh depending upon the degradation of solar and BESS through the life of the contract.



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## **Commercial and Financial Terms**

PV Energy is sold at the fixed price and delivered at a designated metering point. BESS Product includes stored energy delivery and capacity, compensated via monthly payments. Lost Production due to UAMPS-caused economic curtailments is paid at the PV rate. Lost Production as a result of transmission curtailment prior to Designated Network Resource status is paid at the PV rate.

Delay Damages apply for late COD of PV and BESS facilities. Performance Damages apply for underperformance. Cumulative delay damages are capped.

## **Scheduling, Operation, and Metering**

UAMPS will act as the Scheduling Coordinator, with exclusive rights to dispatch the BESS and to receive all project energy and associated benefits. SCADA and metering systems must enable real-time monitoring and control.

## **Risk Allocation and Force Majeure**

Includes force majeure provisions and options to extend deadlines or terminate the agreement due to tariff changes.

## **Regulatory and Legal Provisions**

Seller retains tax benefits; Buyer receives RECs. Compliance with CRS Listing and California RPS required. Environmental and capacity attributes are transferred to the Buyer.

## **Assignment, Step-In, and Default Remedies**

Includes rights for UAMPS to step in, terminate for default or missed deadlines, and pursue remedies.

## **Exhibits and Supporting Materials**

Includes project description, schedules, metering and SCADA specs, performance test protocols, and legal forms including a form of limited assignment for participation in a prepay.

## **Conclusion**

This PPA ensures clean, dispatchable solar energy for UAMPS participants through a well-structured framework with clear performance metrics, risk-sharing terms, and legal protections.

