

OPPD FlexDemand Program Terms and Conditions

1. Program Overview.

Welcome to the Omaha Public Power District (OPPD) FlexDemand Program. The OPPD FlexDemand Program allows your business to participate in a program offered by OPPD for the purpose of managing demand in the pursuit of lowering energy costs.

To apply for enrollment into the OPPD FlexDemand program reach out to your [Senior Account Manager](#) or [Account Manager](#) to help find the program variant that's right for your business.

These Terms and Conditions, together with any applicable Curtailment Agreement and any referenced documents, collectively constitute the complete and exclusive agreement between Omaha Public Power District (referred to as "OPPD") and the Customer regarding the Program. This agreement supersedes and replaces all prior agreements, understandings, and negotiations, whether written or oral, related to the Program.

2. Compliance with Service Regulations.

Participation in the Programs is subject to all applicable OPPD Service Regulations. The Customer agrees to adhere to and remain in full compliance with such regulations throughout the entire period of their participation in the Program. Non-compliance with these regulations may result in immediate suspension or termination of the Customer's participation in the Program.

3. Regulatory Compliance and Program Modifications.

These programs are established and administered in compliance with applicable regulations and requirements issued by external regulatory authorities, including, but not limited to, the Southwest Power Pool (SPP), the North American Electric Reliability Corporation (NERC), and the Federal Energy Regulatory Commission (FERC). OPPD reserves the right to modify, amend, or terminate these programs at its sole discretion to ensure continued compliance with any amendments, modifications, or reinterpretations of such regulatory requirements.

4. Limitation of Liability.

OPPD shall not be liable for any direct, indirect, incidental, consequential, or special damages arising from the Customer's participation or non-participation in any OPPD curtailment program, or from any failure to provide notice of a Curtailment Period. The Customer acknowledges that compliance with all applicable laws and regulations, including but not limited to environmental laws such as emissions, air permitting, etc.

5. FlexDemand Curtailable Demand.

Capitalized terms shall have the meaning set forth in this Agreement and applicable Terms and Conditions for the OPPD FlexDemand Program as detailed in the Exhibits hereto. Customer represents and warrants that it qualifies for and agrees to participate in OPPD's FlexDemand Program. The FlexDemand Program includes the following versions: FlexDemand 100, FlexDemand 10,000, FlexDemand 365, FlexDemand Leased, FlexDemand Emergency, and FlexDemand Voluntary (each, a "FlexDemand Version").

Customer agrees that participation under this Agreement shall be treated as a resource that

OPPD may rely upon in a manner equivalent to OPPD's own generation assets. Customer's FlexDemand Curtailable Demand may be utilized by OPPD at its discretion for energy, capacity, reserves, frequency, voltage regulation, and other ancillary services (collectively, "Market Services"). Customer's FlexDemand Curtailable Demand may also be utilized by OPPD at its sole discretion during program hours for local and regional grid support, reliability, and resiliency.

Customer's failure to comply with this Agreement or with OPPD's reasonable instructions under any applicable FlexDemand Version shall constitute a material breach of this Agreement.

6. Term and Renewal.

The initial term of this Agreement ("Initial Term") shall commence on the effective date and continue for the term specified in the applicable FlexDemand Version, unless terminated earlier in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive term as specified in the applicable FlexDemand Version (each, a "Renewal Term") unless either Party provides the other with written notice of its intent not to renew at least six (6) months prior to the expiration of the then-current term.

7. Non-Impairment of OPPD's Rights; First Right of Refusal.

Customer shall not enter into any agreement or arrangement with any other party that interferes with OPPD's rights to utilize Customer's FlexDemand Curtailable Demand for any Market Services. In the event Customer receives a proposal from another party for energy efficiency, demand response, or similar services ("Third-Party Proposal"), Customer shall promptly notify OPPD in writing and provide a copy of the terms of such Third-Party Proposal. OPPD shall have the exclusive right, within ninety (90) days of receiving notice ("Notice Period"), to submit a proposal equal to or better than the Third-Party Proposal, and Customer shall accept such OPPD proposal. If OPPD does not submit a proposal within the Notice Period, Customer may accept the Third-Party Proposal, but only after confirming in writing to OPPD that such arrangement will not impair OPPD's use of Customer's FlexDemand Curtailable Demand under this Agreement.

8. Ownership of Power Attributes.

Customer agrees that all power attributes, including but not limited to Renewable Energy Certificates, demand reduction credits, carbon reduction savings, and any other environmental or efficiency-related attributes resulting from Customer's participation in the FlexDemand Program are the sole property of OPPD. Customer shall have no claim to or right to use any power attributes unless explicitly agreed to in writing by OPPD.

9. Indemnification.

To the fullest extent permitted by law, Customer agrees to indemnify, defend, and hold harmless OPPD, its directors, officers, employees, agents, and subcontractors from and against any and all claims, damages, liabilities, losses, costs, or expenses (including attorneys' fees and court costs)(collectively, "Liabilities") arising from or related to Customer's participation in the FlexDemand Program, except to the extent such Liabilities result directly from OPPD's gross negligence or willful misconduct.

10. Disclaimer of Warranties; Limitation of Liability.

OPPD MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH RESPECT TO THE EQUIPMENT OR SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER EXPRESSLY WAIVES ANY CLAIM TO SUCH WARRANTIES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Force Majeure.

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by events beyond the reasonable control of the affected Party, including but not limited to acts of God, acts of war, civil disturbances, governmental actions, strikes, and natural disasters (“Force Majeure Event”). The affected Party shall promptly notify the other Party in writing upon the occurrence of a Force Majeure Event and shall use commercially reasonable efforts to resume performance as soon as practicable.

12. Notices.

All notices required or permitted under this Agreement shall be in writing and delivered personally, sent by certified U.S. mail, or transmitted by email with confirmation of receipt. Notices shall be deemed delivered upon receipt if personally delivered or upon confirmation if sent by email.

13. Assignment.

Customer shall not assign or transfer this Agreement, or any of its rights or obligations hereunder, without OPPD’s prior written consent. Any purported assignment without such consent shall be void. OPPD may assign this Agreement to any affiliate or successor without Customer’s consent.

14. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The Parties consent to the exclusive jurisdiction of the state and federal courts located in Douglas County, Nebraska, for the resolution of any disputes arising under this Agreement.

15. Entire Agreement.

These Terms & Conditions, together with its Curtailment Agreements and Exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes any prior agreements or understandings, whether oral or written. This Agreement may not be amended except in a writing signed by both Parties.

This Agreement is effective between the Parties as of the Effective Date.

FlexDemand 100 Terms and Conditions

The OPPD FlexDemand 100 Program (the "Program") is established to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to earn credits by reducing their electrical demand during designated peak periods of electricity use ("Curtailment Periods"). Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all applicable laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of 100 kilowatts (representing a minimum of 20% of the Customer Load) or 500 kilowatts (without restrictions), as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in OPPD's FlexDemand 10,000, FlexDemand 365, FlexDemand Leased, FlexDemand Voluntary, or FlexDemand Emergency.

Definitions

The following definitions apply to the FlexDemand 100 Program:

Curtailable Demand: The electrical load that the Customer agrees to reduce or discontinue within a four-hour notification period. Such load shall be either a minimum of one hundred (100) kilowatts, representing twenty percent (20%) of the Customer's average summer peak, or five hundred (500) kilowatts, without any restrictions, as defined by the terms and conditions of the Curtailment Agreement.

Firm Demand: The maximum electrical load level that the Customer commits not to exceed during any designated Curtailment Period, as specified in the Curtailment Agreement.

Curtailment Period: Defined as a period when OPPD's projected Load is within 95% of the Deficit Load Condition or as directed by the Southwest Power Pool (SPP). Curtailment Periods may occur between June 1 and September 30, from 12 P.M. to 10 P.M., Monday through Friday, excluding North American Reliability Corporation (NERC) Holidays, and shall not exceed 100 hours in aggregate during a contract year

Curtailment Notification: OPPD shall provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period. Notice shall be given by email to the Customer's designated contacts and may be followed up by a phone call. The Customer's obligations to comply shall not be excused or mitigated by the inability to reach the designated contacts by telephone.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD to the Firm Demand level agreed to by Customer in FlexDemand 100 Curtailment

Agreement, upon receipt of a Curtailment Notification issued by OPPD. The Customer is required to enter into a binding Curtailment Agreement with OPPD.

Billing Components

Monthly Service Charge: \$84.70 Per Month

Monthly Curtailment Credit (Maximum 100 hours per year): \$4.67 per kW

Determination of Firm Demand and Curtailable Demand

OPPD shall, prior to December 1 of each year, conduct a review of the Customer's historical electrical load data at the time corresponding with OPPD's system peak. OPPD shall determine the Customer's average electrical load during those periods where OPPD's system electrical load was within 90% of its annual system peak. Any periods during which the Customer has reduced its demand in response to a prior Curtailment Notice Notification shall be excluded from this calculation.

Customers shall have the option, before January 1 of the following year, to adjust their Firm Demand, provided the adjusted Curtailable Demand is no less than 100 kW. OPPD retains the right to adjust the Curtailable Demand amount if the annual review indicates a lower amount of Curtailable Demand is appropriate. Should the review indicate the Customer is unable to provide a minimum Curtailable Demand of 100 kW, OPPD shall issue a notice of termination of service under the Program, and any Curtailment Agreement shall be deemed terminated effective upon such notice.

In cases where sufficient Customer demand history is not available, OPPD shall review the operational characteristics of the Customer's facilities in consultation with the Customer and determine reasonable Curtailable Demand and Firm Demand levels.

Program Schedule and Curtailment Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any Curtailment Agreement is three (3) years. Agreements automatically renew for an additional three-year term unless either party provides written notice of cancellation at least six (6) months before the expiration date.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.

Compliance and Testing

Mandatory Testing: OPPD reserves the right to conduct a mandatory curtailment test day, not to exceed ten (10) hours, once per year between June 1 and September 30. The hours tested

during such test day shall count towards the maximum allowable Curtailable Demand Curtailment hours.

Consequences of Non-Compliance: In the event that the Customer fails to curtail demand as specified in the Curtailment Agreement, necessitating OPPD's purchase of additional capacity, the Customer shall reimburse OPPD for its proportionate share of the incurred costs. Such reimbursement may include additional charges to cover the associated reserve margin requirements and any Demand losses resulting from this procurement.

Should all or any portion of the Curtailable Demand become unavailable to OPPD during any month, OPPD reserves the right, at its sole discretion, to suspend the issuance of credits corresponding to the unavailable portion of the Curtailable Demand for that month and any subsequent months. Resumption of such credits shall be contingent upon the Customer's successful demonstration, in accordance with the test procedures set forth herein, that the previously unavailable Curtailable Demand has been restored and is fully available for OPPD's use.

OPPD reserves the right to remove any participant from the Program for failure to comply with the terms and conditions set forth in the Curtailment Agreement.

FlexDemand 10,000 Terms and Conditions

The FlexDemand 10,000 Program (the "Program") is established to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to earn credits by reducing their electrical demand during designated peak periods of electricity use ("Curtailment Periods"). Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all applicable laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of 10,000 kilowatts, as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in OPPD's FlexDemand 100, FlexDemand 365, FlexDemand Leased, FlexDemand Voluntary, or FlexDemand Emergency.

Definitions

The following definitions apply to the FlexDemand 10,000 Program:

Curtailable Demand: The minimum amount of electrical load, no less than ten thousand (10,000) kilowatts, that the Customer agrees to reduce or cease upon receiving notification from OPPD within the designated timeframe, as defined by the terms and conditions of this Curtailment Agreement.

Firm Demand: The maximum electrical load level that the Customer commits not to exceed during any designated Curtailment Period, as specified in this Curtailment Agreement.

Curtailment Period: Defined as a period when OPPD's projected Load is within 95% of the Deficit Load Condition or as directed by the Southwest Power Pool (SPP). Curtailment Periods may occur between June 1 and September 30, from 12 P.M. to 10 P.M., Monday through Friday, excluding North American Reliability Corporation (NERC) Holidays, and shall not exceed 100 hours in aggregate during a contract year

Curtailment Notification: OPPD shall provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period. Notice shall be given by email to the Customer's designated contacts and may be followed up by a phone call. The Customer's obligations to comply shall not be excused or mitigated by the inability to reach the designated contacts by telephone.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD to the Firm Demand level agreed to by Customer in FlexDemand 10,000 Curtailment Agreement upon receipt of a Curtailment Notification issued by OPPD. The Customer is required to enter into a binding Curtailment Agreement with OPPD.

Billing Components

Monthly Service Charge: \$84.70 Per Month

Monthly Curtailment Credit (Maximum 100 hours per year): \$4.96 per kW

Determination of Firm Demand and Curtailable Demand

OPPD shall, prior to December 1 of each year, conduct a review of the Customer's historical electrical load data at the time corresponding with OPPD's system peak. OPPD shall determine the Customer's average electrical load during those periods where OPPD's system electrical load was within 90% of its annual system peak. Any periods during which the Customer has reduced Demand in response to a prior Curtailment Notice Notification shall be excluded from this calculation.

Customers shall have the option, before January 1 of the following year, to adjust their Firm Demand, provided the adjusted Curtailable Demand is no less than 10,000 kW. OPPD retains the right to adjust the Curtailable Demand amount if the annual review indicates a lower amount of Curtailable Demand is appropriate. Should the review indicate the Customer is unable to provide a minimum Curtailable Demand of 10,000 kW, OPPD shall issue a notice of termination of service under the Program, and any Curtailment Agreement shall be deemed terminated effective upon such notice.

In cases where sufficient Customer demand history is not available, OPPD shall review the operational characteristics of the Customer's facilities in consultation with the Customer and determine reasonable Curtailable Demand and Firm Demand levels.

Program Schedule and Curtailment Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any Curtailment Agreement is three (3) years. Agreements automatically renew for an additional three-year term unless either party provides written notice of cancellation at least six (6) months before the expiration date.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.

Compliance and Testing

Mandatory Testing: OPPD reserves the right to conduct a mandatory curtailment test day, not to exceed ten (10) hours, once per year between June 1 and September 30. The hours tested during such test day shall count towards the maximum allowable Curtailable Demand Curtailment hours.

Consequences of Non-Compliance: In the event that the Customer fails to curtail demand as specified in the Curtailment Agreement, necessitating OPPD's purchase of additional capacity, the Customer shall reimburse OPPD for its proportionate share of the incurred costs. Such reimbursement may include additional charges to cover the associated reserve margin requirements and any Demand losses resulting from this procurement.

Should all or any portion of the Curtailable Demand become unavailable to OPPD during any month, OPPD reserves the right, at its sole discretion, to suspend the issuance of credits corresponding to the unavailable portion of the Curtailable Demand for that month and any subsequent months. Resumption of such credits shall be contingent upon the Customer's successful demonstration, in accordance with the test procedures set forth herein, that the previously unavailable Curtailable Demand has been restored and is fully available for OPPD's use.

OPPD reserves the right to remove any participant from the Program for failure to comply with the terms and conditions set forth in the Curtailment Agreement.

FlexDemand 365 Terms and Conditions

The FlexDemand 365 Program (the "Program") is established to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to earn credits by reducing their electrical demand during designated peak periods of electricity use ("Curtailment Periods"). Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all applicable laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of 10,000 kilowatts, as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in OPPD's FlexDemand 100, FlexDemand 10,000, FlexDemand Leased, FlexDemand Voluntary, or FlexDemand Emergency.

Definitions

The following definitions apply to the FlexDemand 365 Program:

Curtailable Demand: The minimum amount of electrical load, no less than ten thousand (10,000) kilowatts, that the Customer agrees to reduce or cease upon receiving notification from OPPD within the designated timeframe, as defined by the terms and conditions of the Curtailment Agreement. The specific load requirements for the winter and summer seasons may vary as outlined in the Curtailment Agreement, based on operational or seasonal considerations.

Firm Demand: The maximum electrical load level that the Customer commits not to exceed during any designated Curtailment Period, as specified in the Curtailment Agreement.

Curtailment Period: Defined as any interval during which OPPD's projected load equals or exceeds 95% of the Deficit Load Condition, or as otherwise directed by the Southwest Power Pool (SPP), excluding North American Reliability Corporation (NERC) designated holidays. Such periods may occur at any time throughout the calendar year, as determined at OPPD's sole discretion, and shall not exceed an aggregate total of 100 hours within any contract year. For further reference, see the provisions regarding Partial Demand Curtailment and Full Load Equivalent Hours set forth below.

Partial Demand Curtailment: OPPD may not always require the full Curtailable Demand agreed upon by the Customer. Partial demand curtailment is designed to provide flexibility, allowing for incremental load reductions that ensure efficient use of resources while meeting operational needs. This flexibility permits adjustments to the required curtailment level as necessary, without exceeding the total demand curtailment limit for the contract year. For illustrative purposes, a customer with a 10MW curtailment commitment, fully participating

with their entire Curtailable Load over 100 hours, would incur a total of 1,000MWh (Full Load Equivalent Hours) of energy curtailment (10MW x 100hrs = 1,000MWh).

Example:

A Customer with an agreed-upon 10MW Curtailable Demand is requested to participate in partial demand curtailment on consecutive days:

Monday: 4MW curtailment for 6 hours (4MW x 6hrs = 24MWh)

Tuesday: 6MW curtailment for 6 hours (6MW x 6hrs = 36MWh)

In this example, the Customer's participation in partial demand curtailment results in the use of 60MWh of the total 1,000MWh available under the program for the year, leaving 940MWh of demand curtailment available for subsequent curtailment events.

Curtailment Notification: OPPD shall provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period. Notice shall be given by email to the Customer's designated contacts and may be followed up by a phone call. The Customer's obligations to comply shall not be excused or mitigated by the inability to reach the designated contacts by telephone.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD to the Firm Demand level agreed to by Customer in FlexDemand 365 Curtailment Agreement upon receipt of a Curtailment Notification issued by OPPD. The Customer is required to enter into a binding Curtailment Agreement with OPPD.

Billing Components

Monthly Service Charge: \$84.70 Per Month

Monthly Curtailment Credit: \$4.96 per kW

Determination of Firm Demand and Curtailable Demand

OPPD shall, prior to December 1 of each year, conduct a review of the Customer's historical electrical load data at the time corresponding with OPPD's system peak. OPPD shall determine the Customer's average electrical load during those periods where OPPD's system electrical load was within 90% of its annual system peak. Any periods during which the Customer has reduced its demand in response to a prior Curtailment Notice Notification shall be excluded from this calculation.

Customers shall have the option, before January 1 of the following year, to adjust their Firm Demand, provided the adjusted Curtailable Demand is no less than 10,000 kW. OPPD retains the right to adjust the Curtailable Demand amount if the annual review indicates a lower amount of Curtailable Demand is appropriate. Should the review indicate the Customer is unable to provide a minimum Curtailable Demand of 10,000 kW, OPPD shall issue a notice of

termination of service under the Program, and any Curtailment Agreement shall be deemed terminated effective upon such notice.

In cases where sufficient Customer demand history is not available, OPPD shall review the operational characteristics of the Customer's facilities in consultation with the Customer and determine reasonable Curtailable and Firm Demand levels.

Program Schedule and Curtailment Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any associated Curtailment Agreement shall be one (1) year. Following the initial term, the Agreement will automatically renew for successive one (1) year periods, unless either party provides written notice of its intent to terminate the Agreement at least six (6) months prior to the expiration of the then-current term. OPPD reserves the right to limit the Customer's participation in the Program based on operational requirements.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.

Compliance and Testing

Mandatory Testing: OPPD reserves the right to conduct a mandatory curtailment test day, not to exceed ten (10) hours, once per year during both the summer and winter seasons. The summer test day shall occur between June 1 and September 30, and the winter test day shall occur between November 1 and March 31. The hours tested during each such test day shall count towards the maximum allowable Curtailable Demand.

Consequences of Non-Compliance: In the event that the Customer fails to curtail demand as specified in the Curtailment Agreement, necessitating OPPD's purchase of additional capacity, the Customer shall reimburse OPPD for its proportionate share of the incurred costs. Such reimbursement may include additional charges to cover the associated reserve margin requirements and any Demand losses resulting from this procurement.

Should all or any portion of the Curtailable Demand become unavailable to OPPD during any month, OPPD reserves the right, at its sole discretion, to suspend the issuance of credits corresponding to the unavailable portion of the Curtailable Demand for that month and any subsequent months. Resumption of such credits shall be contingent upon the Customer's successful demonstration, in accordance with the test procedures set forth herein, that the previously unavailable Curtailable Demand has been restored and is fully available for OPPD's use.

OPPD reserves the right to remove any participant from the Program for failure to comply with the terms and conditions set forth in the Curtailment Agreement.

FlexDemand LEASED Terms and Conditions

The FlexDemand Leased Program (the "Program") is designed to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to reduce their reliance on OPPD-supplied electricity by utilizing generating facilities or stored energy during designated peak periods of electricity use ("Curtailment Periods"). In exchange, customers may earn monthly credits based on their available curtailment demand and energy credits for each kilowatt-hour (kWh) of energy offset during curtailment events. Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all relevant laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of 100 kilowatts, as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in OPPD's FlexDemand 100, FlexDemand 10,000, FlexDemand 365, FlexDemand Voluntary, or FlexDemand Emergency.

Definitions

The following definitions apply to the FlexDemand LEASED Program:

Leased Curtailable Demand: The minimum amount of electrical load, no less than one hundred (100) kilowatts, that the Customer agrees to reduce or cease, as specified in Exhibit "B", upon receiving notification from OPPD within the designated timeframe, as defined by the terms and conditions of the Curtailment Agreement.

Curtailment Period: Defined as a period when OPPD determines that grid stability requires a reduction in demand, or when market conditions warrant such a reduction. Curtailment Periods may occur year-round from 12 P.M. to 10 P.M., Monday through Friday, excluding North American Reliability Corporation (NERC) Holidays. The duration of any requested curtailment period will be for a minimum of four (4) hours and a maximum of ten (10) hours, unless mutually agreed. The total duration of Curtailment Periods shall not exceed 100 hours in aggregate during a contract year, unless mutually agreed upon by OPPD and the Participant.

Curtailment Notification: OPPD shall provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period. Notice shall be given by email to the Customer's designated contacts, and may be followed up by a phone call. The Customer's obligations to comply shall not be excused or mitigated by the inability to reach the designated contacts by telephone.

Curtailement Agreement: A participating Customer must agree to reduce their Load served by OPPD by the Leased Curtailement Demand level agreed to by Customer in FlexDemand Leased Curtailement Agreement upon receipt of a Curtailement Notification issued by OPPD. The Customer is required to enter into a binding Curtailement Agreement with OPPD.

Billing Components

Monthly Curtailement Credit (Maximum 100 hours per year): \$4.60 per kW

Energy Credit: \$0.25 per kilowatt-hour (kWh) of energy generated indexed based on average monthly retail on-highway diesel fuel prices as shown by Nebraska Department of Environment & Energy (NDEE), <https://dee.nebraska.gov/state-energy-information/energy-statistics/fuels/diesel-fuel/nebraska-monthly-diesel-fuel-prices>. The Energy Credit is applicable only when OPPD requests energy generation during the current billing period or when load tests are performed.

$$\text{Fuel Indexed Energy Credit} = \frac{\text{Most Recent Monthly Diesel Fuel Price}}{\$3.30} * \$0.25/\text{kWh}$$

Determination of Leased Curtailement Demand

OPPD shall conduct a review of the Customer's historical electrical load data during periods corresponding with OPPD's system peak. OPPD shall review the Customer's average electrical demand during those periods in combination with generator test procedures. The Leased Curtailement Demand shall not exceed the Customer's average electrical demand. Any periods during which the Customer reduced its demand in response to a prior Curtailement Notice Notification shall be excluded from this review.

Leased Curtailement Demand testing shall be conducted jointly by OPPD and the Customer. Such tests, consisting of one-hour intervals, shall be performed periodically at the request of either party. The Customer shall provide the necessary personnel and equipment to facilitate these tests and shall record and document the results. Should the test results indicate a change in Leased Curtailement Demand, such changes shall take effect on the first day of the subsequent billing period, and the Agreement shall be amended or a new Agreement executed accordingly.

Customers may, prior to January 1 of the following year, elect to adjust their Leased Curtailement Demand, provided the adjusted amount is no less than 100 kW. OPPD retains the right to adjust the Leased Curtailement Demand based on the annual review, should it determine that a lower level of Curtailement Demand is warranted. In the event that the review indicates the Customer cannot provide a minimum Curtailement Demand of 100 kW, OPPD shall issue a notice of termination of service under the Program, and any such Curtailement Agreement shall terminate effective upon the issuance of such notice.

In the absence of sufficient Customer demand history, OPPD shall assess the operational characteristics of the Customer's facilities, in consultation with the Customer, to determine reasonable Leased Curtailement Demand levels.

Program Schedule and Curtailment Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any Curtailment Agreement is three (3) years. Agreements automatically renew for an additional three-year term unless either party provides written notice of cancellation at least six (6) months before the expiration date.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.

Compliance and Testing

Mandatory Testing: OPPD reserves the right to conduct two mandatory curtailment test days, not to exceed ten (10) hours per test day, once per year between May 1 and October 31 and once per year between November 1 and April 30. The hours tested during such test day shall count towards the maximum allowable Curtailable Demand Curtailment hours.

Consequences of Non-Compliance: In the event that the Customer fails to curtail demand as specified in the Curtailment Agreement, necessitating OPPD's purchase of additional capacity, the Customer shall reimburse OPPD for its proportionate share of the incurred costs. Such reimbursement may include additional charges to cover the associated reserve margin requirements and any Demand losses resulting from this procurement.

Should all or any portion of the Leased Curtailable Demand become unavailable to OPPD during any month, OPPD reserves the right, at its sole discretion, to suspend the issuance of credits corresponding to the unavailable portion of the Leased Curtailable Demand for that month and any subsequent months. Resumption of such credits shall be contingent upon the Customer's successful demonstration, in accordance with the test procedures set forth herein, that the previously unavailable Leased Curtailable Demand has been restored and is fully available for OPPD's use.

OPPD reserves the right to remove any participant from the Program for failure to comply with the terms and conditions set forth in the Curtailment Agreement.

Metering

OPPD shall evaluate whether the metering equipment of the Customer's generating facilities is adequate for monitoring energy production. In the event that new or additional metering is deemed necessary, the Customer shall be responsible for installing such metering, which shall be arranged and performed by OPPD at the Customer's expense.

Scheduled Maintenance

The Customer is prohibited from scheduling maintenance of its generating facilities during the period from June 1 through September 30 of any calendar year. The Customer shall provide OPPD with written notice of any scheduled maintenance no less than sixty (60) days in advance. Under no circumstances shall scheduled maintenance result in the unavailability of the generating facilities for a period exceeding thirty (30) days.

Increase in Leased Curtailable Demand

The Customer may install new generating facilities or expand existing ones and, subject to OPPD's prior written approval, increase the Leased Curtailable Demand available to OPPD. The revised Leased Curtailable Demand shall be established in accordance with the testing procedures set forth herein. Following such determination, this Agreement shall be amended accordingly, or a new Agreement shall be executed, as deemed appropriate by OPPD.

FlexDemand VOLUNTARY Terms and Conditions

The FlexDemand Voluntary Program (the "Program") is designed to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to earn curtailment credits per kilowatt (kW) for each event day when curtailment events occur. This Program may be activated in response to electrical grid instability events or any emergent conditions or reliability concerns identified by OPPD based on electrical system needs or anticipated risks. Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all relevant laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of 100 kilowatts, as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in OPPD's FlexDemand 100, FlexDemand 10,000, FlexDemand 365, FlexDemand Leased, or FlexDemand Emergency.

Billing Components

Curtailment Credit: \$5.12 per kW per curtailment event day

At the end of each billing period, including any Curtailment Period, OPPD will determine the amount of Demand curtailed by the Customer during that month.

Definitions

The following definitions apply to the FlexDemand Voluntary Program:

Curtailable Demand: The electrical load that the Customer agrees to reduce or discontinue within a four-hour notification period. Such load shall be a minimum of one hundred (100) kilowatts, as defined by OPPD.

Curtailment Period: Defined as a period during which the Southwest Power Pool (SPP) declares an Energy Emergency Alert Level One, Two, or Three, or any local electrical grid emergency as determined by OPPD. Curtailment Periods may occur at any time throughout the year, depending on the severity of the grid conditions.

Curtailment Notification: OPPD will attempt to provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period. Notice shall be given by email to the Customer's designated contacts and may be followed up by a phone call.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD to the Firm Demand level agreed to by Customer in FlexDemand Voluntary Curtailment Agreement upon receipt of a Curtailment Notification issued by OPPD. The Customer is required to enter into a binding Curtailment Agreement with OPPD.

Program Schedule and Curtailment Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any associated Curtailment Agreement shall be for a period of three (3) years. Upon expiration of the initial term, the Agreement shall automatically renew for a successive three (3) year period, unless either party provides written notice of its intent to terminate the Agreement at least six (6) months prior to the expiration of the then-current term. OPPD reserves the right, in its sole discretion, to limit the Customer's participation in the Program based on operational requirements.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.

FlexDemand EMERGENCY Terms and Conditions

The FlexDemand Emergency Program (the "Program") is designed to provide non-residential customers ("Customer(s)") within the Omaha Public Power District ("OPPD") service area the opportunity to earn curtailment credits per kilowatt (kW) for each event day when curtailment events occur. This Program is activated in response to severe operational crises, including OPPD-declared electrical grid emergencies and those defined by the Southwest Power Pool (SPP), such as Energy Emergency Alert Levels One, Two, and Three. These crises indicate critical electrical grid conditions that necessitate immediate and substantial load reductions to ensure system stability. These events occur infrequently and are reserved for situations of exceptional electrical grid stress. Participation in the Program is subject to these Terms and Conditions, any applicable Curtailment Agreement between OPPD and the Customer, and all applicable laws and regulations.

Participation Criteria: The Program is available to all non-residential Customers within OPPD's service area who meet the minimum Curtailable Demand criteria of five thousand (5,000) kilowatts, as determined by OPPD.

Exclusions: The Program shall not be available to any Customer accounts currently serviced under OPPD Rider Schedule 464 or 355. Additionally, the Program shall not be available to any Customer accounts enrolled in FlexDemand 100, FlexDemand 10,000, FlexDemand 365, FlexDemand Leased, or FlexDemand Voluntary.

Billing Components

Curtailment Credit: \$10.25 per kW per curtailment event day

At the end of each billing period, including any Curtailment Period, OPPD will calculate the amount of Demand curtailed by the Customer during that month.

Definitions

The following definitions apply to the FlexDemand Emergency Program:

Curtailable Demand: The electrical load that the Customer agrees to reduce or discontinue within a four-hour notification period. Such load shall be a minimum of five thousand (5,000) Kilowatts, as determined by OPPD.

Curtailment Period: Defined as any period during which the Southwest Power Pool (SPP) declares an Energy Emergency Alert Level One, Two, or Three, indicating critical system conditions, or OPPD declares a grid emergency. Curtailment Periods may be invoked at any time during the year, at the sole discretion of OPPD.

Curtailment Notification: OPPD will attempt to provide notice of a Curtailment Period to the Customer no less than four (4) hours prior to the commencement of the Curtailment Period.

Notice shall be given by email to the Customer's designated contacts and may be followed up by a phone call.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD to the Firm Demand level agreed to by Customer in FlexDemand Emergency Curtailment Agreement upon receipt of a Curtailment Notification issued by OPPD. The Customer is required to enter into a binding Curtailment Agreement with OPPD.

Program Schedule and Agreement Changes

Term: Subject to termination earlier as set forth in the Curtailment Agreement, the initial term of the Program and any associated Curtailment Agreement shall be for a period of three (3) years. Upon expiration of the initial term, the Agreement shall automatically renew for a successive three (3) year period, unless either party provides written notice of its intent to terminate the Agreement at least six (6) months prior to the expiration of the then-current term. OPPD reserves the right, in its sole discretion, to limit the Customer's participation in the Program based on operational requirements.

Modifications: Customers may request changes to their Curtailment Agreement by notifying OPPD before January 1 for changes to take effect the following calendar year. OPPD reserves the right to approve or deny any requested changes at its sole discretion.