

**TERM SHEET BETWEEN VARIOUS NEBRASKA PUBLIC POWER DISTRICTS AND
TODAY’S POWER, INC REGARDING ROUNDS 1 AND 2 OF SOLAR DEVELOPMENT**

The following terms are illustrative of a proposed transaction for Rounds 1 & 2 and are subject to the terms of the executed power purchase agreement between the parties. Therefore, the terms below should be treated as guidelines for use between the parties in engaging in discussions to finalize such power purchase agreements. We note that as each PPD will be contracting separately with TPI, each PPD would need to sign a Term Sheet and eventually a power purchase agreement that identifies their individual energy needs and proposed site(s).

Seller:	Today’s Power, Inc.
Buyer:	[Public Power District Name]
Technology:	Tier 1 HT-SAAE, HT72-18X-545 Bifacial (545 W) modules (or equivalent rating, wattage, etc.); Sunny Highpower PEAK3 125-US (SMA), mounted on an Array Technology, Inc. (ATI) single-axis, steel pier driven system; The balance of the electrical system will be built with widely distributed industry standard equipment.
Nameplate Capacity (DC):	To be specified by each PPD; Presumably up to 1.4 MW per site, based on GDS solicitation
Nameplate Capacity (AC):	To be specified by each PPD; Presumably up to 1.0 MW per site, based on GDS solicitation
Interconnection Point:	Facility is interconnected behind-the-meter by dedicated switchgear to the existing distribution system. The Buyer is responsible for providing the step-up transformer and the meter/ metering cabinet on the high-side of the transformer. The Seller is responsible for connecting the Facility at the low-side of the Buyer provided transformer (point of “common coupling”).
Delivery Point:	Physical power delivered to the Interconnection Point
Term:	Commencing on Commercial Operation Date and continuing for 25 years.
Commencement Date:	Commercial operation shall have been achieved when the photovoltaic plant has been installed, satisfactorily completed all startup testing and has passed customary performance testing pursuant to testing protocols to be set forth in the Agreement. The American society for Testing and materials (ASTM) protocol will be used as well as a reliability test to demonstrate the plant’s ability to remain operational without support from any EPC or O&M staff. Commercial operation is achieved by satisfying both the ASTM E2939-13 (Capacity Test) and the ASTM E2848-13 (Performance Operational Test) standards.
Guaranteed Commercial Operation Date Round 1:	June 15, 2023, if Term Sheets executed and sites identified (coordinates) by March 15, 2022 and Land Leases approved by May 31, 2022, and if any required zoning changes and conditional use permits are obtained by August 15, 2022. In event that the aforementioned conditions are not timely met, for each such day of

	delay, the Seller shall be afforded a day and a half day extension to the Guaranteed Commercial Operation Date.			
Guaranteed Commercial Operation Date Round 2:	January 31, 2024, if Term Sheets executed and sites identified (coordinates) by September 1, 2022, and Land Leases approved by September 1, 2022, and if any required zoning changes and conditional use permits are obtained by December 1, 2022. In event that the aforementioned conditions are not timely met, for each such day of delay, the Seller shall be afforded a day and a half day extension to the Guaranteed Commercial Operation Date.			
Price Per Round:	Solar Location(s) Aggregate of all PPD sites as a total MW (AC) Per Round	25-Year PPA	1st 5-Year Option PPA	2nd 5-Year Option PPA
		\$/MWh	\$/MWh	\$/MWh
	10 MW	\$42.273	\$33.818	\$33.818
	20 MW	\$41.750	\$33.400	\$33.400
	25 MW	\$41.750	\$33.400	\$33.400
	30 MW	\$39.895	\$31.916	\$31.916
	35 MW	\$39.895	\$31.916	\$31.916
	<p>Pricing is based on existing legislation and tax incentives. If such laws change, the price may change to reflect such changes. Specifically, if the 30% ITC becomes available 6 months prior to the proposed Guaranteed Commercial Operation Date for each round, the price will decrease by 2%.</p> <p>Price does not reflect any cost to lease or purchase the sites or any state or local taxes, fees or related expenditures set by such entities related to renewable energy generation.</p> <p>Pricing is fixed without escalation for the Term.</p>			
Billing:	The energy generated by the Facility, as measured by Seller’s revenue quality meter, multiplied by the energy price and provided to the Buyer for payment within each calendar month			
Product(s):	Capacity, Energy, and Environmental Attributes			
Environmental Attributes:	Any Solar Renewable Energy Credits, emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with the Facility’s benefits to the environment and capable of being measured, verified, or calculated			
Management of Environmental Attributes	Seller may provide proposals to manage Buyer’s Environmental Attributes under a separate agreement to secure an additional revenue stream for Buyer.			

<p>Operations & Maintenance:</p>	<p>Buyer grants Seller the rights to access, install and operate the system during the Term without any fee. However, installation, operation, and system maintenance costs, including ancillary maintenance of the site shall be Seller’s sole responsibility during the term of this Agreement and any extension thereto.</p> <p>Seller shall not during the months of June through September inclusive schedule any maintenance that reduces the Energy generation capability of the Facility by more than ten percent (10%), unless (i) such outages are required to avoid damage to the Facility, or (ii) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the months of June through September. Any scheduled maintenance will be coordinated in advance with Buyer, with a mutually agreed start date and duration.</p>
<p>Estimated Annual Energy Output</p>	<p>Means the number of MWh specified by Seller to Buyer in writing based on the operating characteristics of the solar module Technology selected by Seller for use at the Facility and the capacity factor of the Facility, as initially described herein.</p> <p>Annual degradation is expected to be 0.5%</p> <p>Within thirty (30) days after selecting any modification to solar module Technology, Seller will notify Buyer in writing of the Estimated Annual Energy Output and the same shall thereby be incorporated herein by this reference.</p>
<p>Guaranteed Percentage:</p>	<p>85% of Estimated Annual Energy Production without weather adjustments and adding back any Buyer-requested curtailments.</p>
<p>Guaranteed Quantity:</p>	<p>For each contract year, the product of (i) the Guaranteed Percentage, and (ii) Estimated Annual Energy Output for the current year.</p>
<p>Excused Quantity:</p>	<p>Means an amount of electric energy equal to the amount of Energy Output that would have been generated and delivered to the Delivery Point during such Commercial Operation Year but that was not so generated and delivered as a result of: (i) a Force Majeure event; (ii) a System Emergency; (iii) a System Curtailment; (iv) a Seller initiated curtailment during periods of time when the Transmission System is unavailable or operating outside the defined voltage, frequency limits, or other operational parameters of the Generation Equipment.</p>
<p>Annual Shortfall:</p>	<p>Means a non-negative amount of electric energy for a calendar year operation calculated in the following manner: Guaranteed Percentage times Estimated Annual Energy Output less the actual annual generation output and the Excused Quantity</p>
<p>Annual Shortfall Liquidated Damages:</p>	<p>The Seller shall, on an annual basis on the January invoice following the end of each calendar year, pay to Buyer as liquidated damages \$34/MWh for Annual Shortfall.</p>
<p>Site Access & Easement Agreement</p>	<p>Seller will lease property from Buyer for \$1 per year for a term consistent with developing and decommissioning the Project. The</p>

	term of the lease shall cover the term of the PPA, any extensions of the PPA, and additional time necessary for facility construction and decommissioning. Seller shall assume all maintenance, insurance, and improvement removal costs, as set forth in the Landowner Lease & Easement Agreement. Additionally, Seller shall indemnify and hold Buyer harmless from any and all liability resulting from Seller's construction, operation, and maintenance of the System, except that solely caused by Buyer's negligence or any breach of the Landowner Lease & Easement Agreements.
Landowner Lease & Easement Agreements:	Any site control agreements entered into by the Buyer must meet the terms of the PPA and shall not require Seller to incur any costs except those incurred through the Site Access Agreement between Buyer and Seller. Each site will need to meet RUS requirements for financing. The term of such agreements must be for a minimum of 30 years.
Nameplate Capacity Tax	Seller shall be responsible for remitting the annual Nameplate Capacity Tax to each county on an annual basis.
Delay Damages:	\$240/MW-day penalty
Seller Security:	<p>Seller proposes to utilize a Cash Proposal or Letter of Credit applicable for use by each PPDs per the number of MWs installed for that PPD to be held in a replenishable escrow account.</p> <p>Development Security: \$50,000 per MW AC Performance Security: \$30,000 per MW AC</p> <p>To secure its obligations, Seller shall deliver the Development Security to an agreed escrow agent within thirty (30) days of the [Effective Date]. Development Security shall be in the form of cash.</p> <p>To secure its obligations, Seller shall deliver Performance Security to an agreed escrow agent on or before the Commercial Operation Date.</p> <p>Any funds withdrawn from the escrow agent for Delay Damages or Annual Shortfall Liquidated Damages will be replenished by Seller.</p>
Test Power:	Prior to the Commencement Date of the Facility, Buyer agrees to accept test power at 50% of the Fixed Price.
Assignment:	Seller may not assign or sell the Project or Agreement without the prior consent of Buyer, which shall not be unreasonably withheld, except for limited instances, including financing arrangements or any transfers to an affiliate.
End of Term:	<p>Buyer will be given the option to purchase the solar facility at Fair Market Value at the End of Term; extend the Term of the PPA; or request the solar facility be removed at the end of the Term.</p> <p>If Buyer chooses removal, Seller shall, at its sole cost and expense, restore the site substantially to its original condition leaving the site in a good, clean, and environmentally sound condition. Removal and</p>

	restoration shall be completed by Seller within one (1) year from the date of expiration or termination of the PPA. .
Extension Rights:	Subject to any potential changes in law, regulation or equivalent ordinance that requires Seller to expend substantial investment to continue to operate the facility, Buyer may, in its sole discretion, extend the Term of the facility under the PPA for up to two (2) additional five-year extensions at the 1 st and 2 nd Option PPA Fixed Price listed in the table above.
Opinion Letter:	Buyer to provide legal confirmation that such PPA has abided by all regulations and laws necessary to enter into a PPA and any ancillary agreements with Seller

Supplemental Information:

Please consider the following when selecting locations. This will greatly aid in Seller’s ability to hold the Price.

1. Property should be orientated north/south with dimensions similar to below.

	Array Sizes in Feet (assumes square or rectangle)			
	North-South	East-West	North-South	East-West
1.4 MW DC / 1.0 MW AC	770	420	1200	310

2. Attention given to soil types. Specifically, discussions with line man regarding "hardness" when installing poles. Pre-drilling sites increases costs to construct significantly, and therefore the Fixed Price is subject to change for such sites.
3. A schedule will be developed for each individual site based on the proposed Commercial Operation Date pursuant to that Round.

These are the essential terms to the PPA. Additional terms to be negotiated between parties.

Public Power District Name: _____

Site Name/Location: _____

Site Size: _____ Acres; If not 1MW (AC): _____ MW

PPD General Manager/CEO Signature: _____ **Date:** _____

Today's Power, Inc. Signature: _____ **Date:** _____

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