

OPPD FlexDemand Program

CURTAILMENT AGREEMENT

This CURTAILMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20____ (“Effective Date”), by and between OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska ("OPPD"), and _____, a ____ corporation, located at _____ ("Customer"). OPPD and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

1. 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").

The Customer hereby designates their FlexDemand Version in Exhibit “A” as applicable under this Agreement. Exhibit “A” further establishes and specifies the Customer’s FlexDemand Curtailable Demand corresponding to the selected version.

Exhibits “D” through “I” outline the Terms and Conditions specific to each FlexDemand Version as follows:

- i. Exhibit “E”: Terms and Conditions for FlexDemand 100
- ii. Exhibit “F”: Terms and Conditions for FlexDemand 10,000
- iii. Exhibit “G”: Terms and Conditions for FlexDemand 365
- iv. Exhibit “H”: Terms and Conditions for FlexDemand Leased
- v. Exhibit “I”: Terms and Conditions for FlexDemand Voluntary
- vi. Exhibit “J”: Terms and Conditions for FlexDemand Emergency
- vii. Exhibit “K”: Terms and Conditions for ALL PROGRAMS

Exhibit “B” applies only to FlexDemand Leased and contains additional provisions specific to that version.

Exhibit “C” and “D” outlines the terms for monitoring and verifying the Customer’s energy production and curtailable demand under the FlexDemand Program (if necessary). OPPD will install and maintain metering equipment, provide data access, and ensure compliance with program requirements. The Customer agrees to reimburse OPPD for equipment and monitoring costs through a reduction in FlexDemand Program credits, which will be itemized on the Customer’s utility bill. Non-warranty repairs or upgrades are also reimbursed through reduced credits. Failure to maintain adequate metering may result in the suspension of curtailment credits.

Customer further agrees that the terms and conditions for the FlexDemand Version selected by Customer, as outlined in the applicable exhibits, form an integral part of this Agreement and are incorporated herein by reference.

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 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.

2. Provision of Energy Solutions Equipment and Services.

OPPD agrees to provide the equipment and perform the services necessary for Customer's participation in the FlexDemand Program, as more fully described in Exhibit "C" (the "Energy Solutions") at the following location _____ ("Customer Premises"). Customer acknowledges and agrees that any timeframes for installation or service completion provided by OPPD are estimates only, and OPPD shall not be liable for any delays in providing such equipment or services. OPPD will notify Customer in writing upon completion of the Energy Solutions, and Customer promptly shall acknowledge, in writing, receipt of the notice, thereby accepting the Energy Solutions.

3. Costs and Payment.

Customer agrees to pay OPPD for all equipment, services, and other costs associated with the Energy Solutions, as specified in Exhibit "C" ("Energy Solutions Equipment and Services") and Exhibit "D" ("Energy Solutions Charges"). Customer's failure to pay any amount when due shall constitute a material breach of this Agreement and entitle OPPD to pursue any remedies available under this Agreement or applicable law, including but not limited to the suspension or termination of Customer's participation in the FlexDemand Program.

4. Term and Renewal.

The initial term of this Agreement ("Initial Term") shall commence on _____, 20____, and continue for three (3) years, unless terminated earlier in accordance with this Agreement. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive three (3) year terms (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.

5. Use of Subcontractors.

Customer acknowledges and agrees that OPPD may, at its sole discretion, engage subcontractors to procure and install the Energy Solutions and to perform other services under this Agreement, including the installation, maintenance, and repair of Energy Solutions equipment. OPPD shall not be liable for any damages caused by the acts or omissions of any subcontractor unless such damages are the direct result of OPPD's gross negligence or willful misconduct.

6. Additional Services.

If Customer requests any services beyond the scope of the Energy Solutions (“Additional Services”), OPPD shall provide a written estimate of the costs associated with such Additional Services. OPPD shall have no obligation to perform any Additional Services unless and until Customer provides written authorization and agrees to pay for all costs associated with such Additional Services. Customer agrees that OPPD shall not be bound by any estimates provided, and Customer shall pay OPPD the actual costs incurred for any Additional Services provided.

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. Access to Customer Premises.

Customer shall grant OPPD and its authorized subcontractors’ access to the Customer Premises during normal business hours, or at such other times as may be mutually agreed upon, for the purpose of performing the Energy Solutions, monitoring Customer’s participation in the FlexDemand Program, and conducting any necessary maintenance or repairs. OPPD shall exercise reasonable efforts to minimize any disruption to the Customer’s business operations resulting from such access.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Entire Agreement.

This Agreement, together with its 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 set forth above.

[Signatures on Next Page]

OMAHA PUBLIC POWER DISTRICT

Name: _____

Title: Director, Customer Sales & Service

Signature: _____

Date: _____

CUSTOMER

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT "A"

FlexDemand CURTAILABLE DEMAND

PROGRAM SELECTION:

100 10,000 365 Leased Emergency Voluntary

CUSTOMER DATA:

Customer Account Number: _____ Preparation Date: _____

Service Point Number: _____ Effective Date: _____

Name: _____ Expiration Date: _____

CURTAILMENT DATA:

Peak Average Demand (PAD): _____

Firm Demand: _____

Curtable Demand: _____

Monthly Credit per kW of Curtable Demand: \$ _____

SERVICE ADDRESS: _____

CUSTOMER CONTACTS:

Normal Contact: _____

Contact Phone: _____

Contact Email: _____

After Hours Contact: _____

After Hours Phone: _____

After Hours Email: _____

EXHIBIT "B"

FlexDemand LEASED CURTAILABLE DEMAND

EXPECTED GENERATION	AMOUNT IN kW	EFFECTIVE DATE
Initial Agreement		

Credit per kWh of Generated Energy \$ _____

TEST RESULTS	SUMMER	WINTER	SUMMER	WINTER
Requesting Party				
Usable Demand				
Change in Usable Demand				

NONCOMPLIANCE DURING REQUESTED CURTAILMENT:

DATE	COMMENTS

EXHIBIT "C"

ENERGY SOLUTIONS EQUIPMENT AND SERVICES

1. OPPD shall provide equipment to measure the energy produced by the generators in the Customer's facility. The generators will be monitored at their source.
2. The data will be tied into an energy information device. This device will communicate the energy information to the vendor using wireless cell phone technology.
3. OPPD will commission the system. This includes setting up the energy information device to send and receive information. OPPD can set up a login for the Customer to access the energy information through the vendor website.
4. OPPD will continue to monitor the Customer's generating facility metering to make sure it is sufficient to monitor energy production.
5. OPPD will continue to monitor, verify, and track the Customer's leased curtailable demand (kW) and energy production (kWh) requested by OPPD to verify compliance with selected FlexDemand Program.
6. OPPD shall continue to maintain the operational data for the Customer's facility metering.
7. OPPD shall detect and report any metering hardware part failures or equipment defects. OPPD will provide specifications of any metering hardware parts and equipment repair, replacement, and upgrades required.
8. OPPD shall provide and install such metering repair, replacement, or upgrades at the Customer's cost if not covered by warranty. OPPD shall notify Customer of such repair, replacement, or upgrades and the cost thereof, and Customer shall pay for such costs per Exhibit "D". The useable curtailment credit shall be discontinued if the Customer fails to provide sufficient generating facility metering as required by OPPD.

EXHIBIT "D"

ENERGY SOLUTIONS CHARGES

In consideration of the performance and fulfillment of Energy Solution Equipment and Services described within Exhibit "C", Customer agrees to reimburse OPPD for the project as follows:

Equipment Fee: \$ _____

Monthly Monitoring Fee: \$ _____ per month for the Term of this Agreement.

Notes:

1. Equipment Fee Pricing good for 60 days.
2. Pricing excludes sales tax.
3. Equipment Fee and Monthly Monitoring Fee will be paid through the FlexDemand Program credits. Fees and credits will be itemized on the monthly OPPD utility bill.
4. Monthly Monitoring Fee will be assessed and may be increased annually during the Term by notice to Customer. Any annual increase shall not exceed ten (10) percent.
5. Metering repair, replacement, or upgrades not covered by warranty will be paid through the FlexDemand Program credits. Fees and credits will be itemized on the monthly OPPD utility bill.

EXHIBIT "E"

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 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 Exhibit “A”, 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.

EXHIBIT "F"

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 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 Exhibit "A", 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.

EXHIBIT "G"

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 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 ($10\text{MW} \times 100\text{hrs} = 1,000\text{MWh}$).

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 ($4\text{MW} \times 6\text{hrs} = 24\text{MWh}$)

Tuesday: 6MW curtailment for 6 hours ($6\text{MW} \times 6\text{hrs} = 36\text{MWh}$)

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 Exhibit "A", 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.

EXHIBIT "H"

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 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.

Curtailment Agreement: A participating Customer must agree to reduce their Load served by OPPD by the Leased Curtailable Demand level agreed to by Customer in Exhibit “A”, 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 Curtailment Credit (Maximum 100 hours per year): \$4.60 per kW

Energy Credit: \$0.25 per kilowatt-hour (kWh) of energy generated. The Energy Credit is applicable only when OPPD requests energy generation during the current billing period or when load tests are performed.

Determination of Leased Curtailable 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 Curtailable Demand shall not exceed the Customer’s average electrical demand. Any periods during which the Customer reduced its demand in response to a prior Curtailment Notice Notification shall be excluded from this review.

Leased Curtailable 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 Curtailable 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 Curtailable Demand, provided the adjusted amount is no less than 100 kW. OPPD retains the right to adjust the Leased Curtailable Demand based on the annual review, should it determine that a lower level of Curtailable Demand is warranted. In the event that the review indicates the Customer cannot provide a minimum Curtailable Demand of 100 kW, OPPD shall issue a notice of termination of service under the Program, and any such Curtailment 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 Curtailable 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 May 1 and October 31. 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.

EXHIBIT "I"

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 Exhibit “A”, 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.

EXHIBIT "J"

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 Exhibit "A", 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.

EXHIBIT "K"

ALL PROGRAM Terms and Conditions

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.

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.

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.

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.