



Date: 12/11/2024 11:59 AM

Project Name: Blue Rose

1. BOM

General Contract Parameters	
Contract Name	OPERATIONS AND MAINTENANCE AGREEMENT
Execution Date	Not provided in the text.
Amendments	<p>There are no specific details of contract amendments and their respective dates mentioned in the provided content. However, it is stated that Owner shall provide Contractor with a copy of the O&M Manual for the Project and the relevant details of any amendments to any of the Project Agreements or Supplier Warranties for the Project.</p> <p>Additionally, Section 5.7 mentions "Adjustment for Change in Law", but no specific date or amendment detail is provided.</p>
Effective date	[_____]
Manager	Maryneal Windpower, LLC and Duke Energy Renewable Services, LLC.
Owner/Customer	Maryneal Windpower, LLC.
Technical Contract Parameters	
Term	25 years.
Extension	5 years.
Project Nameplate Capacity	<p>The maximum installed instantaneous generation capacity of the completed Project, expressed in MW, is:</p> <ul style="list-style-type: none">* Nameplate Capacity Rating: 182 megawatts* Expected nameplate capacity: 182 megawatts* PPA capacity (Power Purchase Agreement): Not explicitly mentioned* Contract capacity: Not explicitly mentioned
Key Scope Parameters	
Scope of Services	<p>The scope of services included in the agreement are:</p> <ul style="list-style-type: none">1. In-Scope Services2. Out-of-Scope Services
Default and Termination	<p>Events of Default in agreement:</p> <ul style="list-style-type: none">* Breach of Agreement (Section 11.1.1)

	<ul style="list-style-type: none"> * Failure to comply with permits (Section 11.2.1) * Permits breach * The breach by either Party of any material provisions of this Agreement (Section 3) <p>Termination conditions:</p> <ul style="list-style-type: none"> * If a Default has occurred and is continuing under Section 11.1 or Section 11.2 and such Default has not been cured in accordance with the provisions of Section 11.3.4, the non-Defaulting Party may terminate this Agreement in whole. * Failure to comply with arbitrator's decision shall constitute an Event of Default entitling the prevailing Party to remedies set forth hereunder. * If Contractor abandons operation of the Project and fails to restart within five (5) days after receiving notice from Owner, this Agreement can be terminated. * Termination upon force majeure event or uncured Event of Default by Power Purchaser in the Power Purchase Agreement (Section 11.4.5) * If Contractor fails to maintain a 95% average Availability for the Project during any rolling 24-month period commencing on or after the date of expiration or early termination of the Existing O&M Agreement, this Agreement can be terminated. * Owner's failure to pay indebtedness due to Contractor's Default shall not constitute an Event of Default but shall be deemed incidental damages.
Price	
Contract Price	\$0 per MW.
Key Warranty Parameters	
Warranties	Owner is entitled to 12-month warranty period for Services performed under this Agreement, with possible extension up to 18 months from original completion date.