



PRICE PROPOSAL

Date of quote 26 Mar 2025
Customer Strata Clean Energy (Solar)

Quote Name	Chollas 250MW/1000MWh Imported Cell CATL	Chollas 250MW/1000MWh Imported Cell FDB	Chollas 250MW/1000MWh Domestic Cell Mix CATL	Chollas 250MW/1000MWh Domestic Cell Mix FDB
Guaranteed Apparent Power at Point of Measurement	263,157 kVA	263,157 kVA	263,157 kVA	263,157 kVA
Guaranteed System Power at Point of Measurement	250,000 kW	250,000 kW	250,000 kW	250,000 kW
Guaranteed System Energy at Point of Measurement	1,000,000 kWh	1,000,000 kWh	1,000,000 kWh	1,000,000 kWh
Nameplate System Power	294,739.2 kW	295,027.5 kW	294,739.2 kW	295,585.5 kW
Nameplate System Energy	1,178,956.8 kWh	1,180,110 kWh	1,178,956.8 kWh	1,182,342 kWh
Delivery Quarter	Q3'27	Q3'27	Q3'27	Q3'27
Term	20 Years	20 Years	20 Years	20 Years
Incoterm	DDP	DDP	DDP	DDP
Megapack Count	301	283	301	289
Megapack Model	MP2XL 4H	MP2XL 4H	MP2XL 4H	MP2XL 4H
Overbuild	5 Years	5 Years	5 Years	5 Years

CAPEX price	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)
Megapack System ^[1]	214,885,659.34	215,095,128.18	232,890,043.62	233,516,927.55
Logistics ^[2]	3,762,500.00	3,537,500.00	3,762,500.00	3,612,500.00
Engineering/Commissioning	1,041,682.00	990,645.00	1,041,682.00	1,007,657.00
Commissioning ^[3]	864,782.00	813,745.00	864,782.00	830,757.00
Engineering	162,500.00	162,500.00	162,500.00	162,500.00
Controller-Hardware-in-the-Loop Testing	102,500.00	102,500.00	102,500.00	102,500.00
Models & Settings Scope ^[4]	60,000.00	60,000.00	60,000.00	60,000.00
Software and SCADA ^[5]	14,400.00	14,400.00	14,400.00	14,400.00
Other CAPEX ^[6]				
Total CAPEX	219,689,841.34	219,623,273.18	237,694,225.62	238,137,084.55

OPEX price	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)
Services	3,224,790.07	3,078,287.29	3,227,216.49	3,131,627.69
Megapack Preventative Maintenance	1,855,274.89	1,746,195.78	1,855,274.89	1,782,555.54
Preventative Maintenance (recurring) ^[7]	1,770,272.01	1,665,372.27	1,770,272.01	1,700,338.91
Preventative Maintenance Prevailing Wage Adder (year 1-5 only) ^[9]	70,602.88	66,423.51	70,602.88	67,816.63
SCADA Hardware & Engineering Services (recurring) ^[8]	14,400.00	14,400.00	14,400.00	14,400.00
Megapack Performance Guarantee	436,275.90	420,704.98	438,702.32	428,708.28
Performance Guarantees (recurring) ^[11]	423,902.87	408,999.04	426,226.53	416,674.19
Performance Guarantees Prevailing Wage Adder (year 1-5 only) ^[10]	12,373.03	11,705.94	12,475.79	12,034.09

OPEX price	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)	USD (excl. Sales tax)
Extended Warranty Fee ^[12]	933,239.28	911,386.53	933,239.28	920,363.87
Total OPEX - year 1	3,224,790.07	3,078,287.29	3,227,216.49	3,131,627.69

Pricing Notes

This pricing proposal is non-binding until a definitive agreement has been signed. Pricing described herein is contingent on the assumptions and exceptions outlined below. Upon award, Tesla will work with Buyer to refine project scope concurrent with contract negotiations to ensure that assumptions are valid and to confirm commercial pricing for contract. Tesla's proposal assumes the use of Tesla's standard agreements.

This pricing proposal is exclusive of any applicable taxes. Please work with your account manager if you have a valid tax exemption certificate.

Special Terms (Chollas 250MW/1000MWh Imported Cell CATL)

Validity. All quotes are valid for 30 days.

Tariffs. This quote only includes pricing for known and published tariffs prior to the date of this quote.

Lithium Carbonate Price Adjustment. CapEx Price subject to index-based price adjustment. Quote assuming a baseline lithium carbonate price of 100k RMB/ton. Price Adjustment formula based on Installed Energy (kWh). Refer to the Sale & Purchase Agreement for details.

Point of Measurement (POM). The POM is assumed to be a HV SEL-735 battery meter located at 138kV.

System Overbuild. A 5-year overbuild is considered in the initial Megapack count.

Maximum Test Reference Temperature. The maximum Test Reference Temperature is 45.8degC, determined from <http://ashrae-meteo.info/v2.0/>. The energy capacity of system is designed to hold with no derates at higher temperatures up to such maximum design temperature. There will be derates to energy capacity beyond such maximum design temperature. The energy capacity value is to be measured using Tesla defined test protocol with proper preconditioning.

Losses. Buyer is responsible for limiting the line and transformation losses between LV AC terminals of Megapacks to the POM to 2% real and 40% reactive. The % real power and % reactive power loss is a function of the apparent power capacity calculated at the POM.

Power Factor. 0.95.

Option Code. P110. Please refer to the Option Code Reference Guide on Partner Portal to determine the short circuit fault current, informs MVT sizing and cable sizing.

Annual Cycles. 365 cycles/year is considered for the initial Megapack count, in accordance with warranty limitations.

LTSA Term. The Preventative Maintenance Fee and Performance Guarantee Fee shall commence from year 1 continuing through the selected term length, subject to annual escalation. A 20-year Performance Guarantee Term requires a 20-year Extended Warranty. Preventative Maintenance is required to uphold the Warranty. For example, a 20-year LTSA with Preventative Maintenance and Performance Guarantees necessitates the 20-year Extended Warranty. Megapack design life is 20-years.

Energy Retention and Round Trip Efficiency Guarantee. See below for guaranteed percentages. Definitions are as follows:

- A. Guaranteed Energy Retention Percentage is measured at the Point of Measurement ("POM") and guaranteed up to the Maximum Test Reference Temperature, expressed as a percentage of the Guaranteed Energy Capacity.
- B. Guaranteed Round Trip Efficiency is measured at the Point of Measurement ("POM") and guaranteed at Standard Test Conditions (25degC).
- C. Guaranteed Energy Capacity for the benefit of this Energy Retention Warranty means the kWh energy capacity of the System at the Point of Measurement set out in the System Purchase Agreement.
- D. Total Throughput means the total discharge throughput of the System (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity).

Prevailing Wage. Quote assumes PIMA County Prevailing Wage Rates.

General Decision #: AZ20250040

Issuance Date: 2/14/2025

Prevailing Wage Rate: \$32.00

Fringe (%-hourly rate): 21.33%

Fringe (hourly wage rate): \$6.00

Please refer to the Wage Determinations section on the SAM.gov website (<https://sam.gov/content/wage-determinations>). Tesla will support the ITC requirements for Commissioning Services, Warranty Services and for the first five years of the Long-Term Service Agreement (LTSA), ensuring full compliance with recordkeeping, apprenticeship, and all other relevant obligations. Tesla utilizes 'Electrician under Electricians: (All Other Work, Including 4 Stories Residential)'. Refer to Sam.gov > Building > State/County > Building > Electricians for the applicable wage rate, or to be defined by Customer tax counsel. Tesla reserves the right to update pricing if the wage rates change prior to time of contract execution. Please work with your Account Representative should questions arise.

Special Terms (Chollas 250MW/1000MWh Imported Cell FDB)

Validity. All quotes are valid for 30 days.

Tariffs. This quote only includes pricing for known and published tariffs prior to the date of this quote.

Lithium Carbonate Price Adjustment. CapEx Price subject to index-based price adjustment. Quote assuming a baseline lithium carbonate price of 100k RMB/ton. Price Adjustment formula based on Installed Energy (kWh). Refer to the Sale & Purchase Agreement for details.

Point of Measurement (POM). The POM is assumed to be a HV SEL-735 battery meter located at 138kV.

System Overbuild. A 5-year overbuild is considered in the initial Megapack count.

Maximum Test Reference Temperature. The maximum Test Reference Temperature is 45.8degC, determined from <http://ashrae-meteo.info/v2.0/>. The energy capacity of system is designed to hold with no derates at higher

temperatures up to such maximum design temperature. There will be derates to energy capacity beyond such maximum design temperature. The energy capacity value is to be measured using Tesla defined test protocol with proper preconditioning.

Losses. Buyer is responsible for limiting the line and transformation losses between LV AC terminals of Megapacks to the POM to 2% real and 40% reactive. The % real power and % reactive power loss is a function of the apparent power capacity calculated at the POM.

Power Factor. 0.95.

Option Code. P120. Please refer to the Option Code Reference Guide on Partner Portal to determine the short circuit fault current, informs MVT sizing and cable sizing.

Annual Cycles. 365 cycles/year is considered for the initial Megapack count, in accordance with warranty limitations.

LTSA Term. The Preventative Maintenance Fee and Performance Guarantee Fee shall commence from year 1 continuing through the selected term length, subject to annual escalation. A 20-year Performance Guarantee Term requires a 20-year Extended Warranty. Preventative Maintenance is required to uphold the Warranty. For example, a 20-year LTSA with Preventative Maintenance and Performance Guarantees necessitates the 20-year Extended Warranty. Megapack design life is 20-years.

Energy Retention and Round Trip Efficiency Guarantee. See below for guaranteed percentages. Definitions are as follows:

- A. Guaranteed Energy Retention Percentage is measured at the Point of Measurement ("POM") and guaranteed up to the Maximum Test Reference Temperature, expressed as a percentage of the Guaranteed Energy Capacity.
- B. Guaranteed Round Trip Efficiency is measured at the Point of Measurement ("POM") and guaranteed at Standard Test Conditions (25degC).
- C. Guaranteed Energy Capacity for the benefit of this Energy Retention Warranty means the kWh energy capacity of the System at the Point of Measurement set out in the System Purchase Agreement.
- D. Total Throughput means the total discharge throughput of the System (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity).

Prevailing Wage. Quote assumes PIMA County Prevailing Wage Rates.

General Decision #: AZ20250040

Issuance Date: 2/14/2025

Prevailing Wage Rate: \$32.00

Fringe (%-hourly rate): 21.33%

Fringe (hourly wage rate): \$6.00

Please refer to the Wage Determinations section on the SAM.gov website (<https://sam.gov/content/wage-determinations>). Tesla will support the ITC requirements for Commissioning Services, Warranty Services and for the first five years of the Long-Term Service Agreement (LTSA), ensuring full compliance with recordkeeping, apprenticeship, and all other relevant obligations. Tesla utilizes 'Electrician under Electricians: (All Other Work, Including 4 Stories Residential)'. Refer to Sam.gov > Building > State/County > Building > Electricians for the applicable wage rate, or to be defined by Customer tax counsel. Tesla reserves the right to update pricing if the wage rates change prior to time of contract execution. Please work with your Account Representative should questions arise.

Special Terms (Chollas 250MW/1000MWh Domestic Cell Mix CATL)

Validity. All quotes are valid for 30 days.

Start of Construction Basis: 2026.

Domestic Content. This quote includes supply of a minimum of 352,512 kWh of Megapacks with cells manufactured in the United States. This information is provided for reference only and does not constitute tax advice.

Tariffs. This quote only includes pricing for known and published tariffs prior to the date of this quote.

Lithium Carbonate Price Adjustment. CapEx Price subject to index-based price adjustment. Quote assuming a baseline lithium carbonate price of 100k RMB/ton. Price Adjustment formula based on Installed Energy (kWh). Refer to the Sale & Purchase Agreement for details.

Point of Measurement (POM). The POM is assumed to be a HV SEL-735 battery meter located at 138kV.

System Overbuild. A 5-year overbuild is considered in the initial Megapack count.

Maximum Test Reference Temperature. The maximum Test Reference Temperature is 45.8degC, determined from <http://ashrae-meteo.info/v2.0/>. The energy capacity of system is designed to hold with no derates at higher temperatures up to such maximum design temperature. There will be derates to energy capacity beyond such maximum design temperature. The energy capacity value is to be measured using Tesla defined test protocol with proper preconditioning.

Losses. Buyer is responsible for limiting the line and transformation losses between LV AC terminals of Megapacks to the POM to 2% real and 40% reactive. The % real power and % reactive power loss is a function of the apparent power capacity calculated at the POM.

Power Factor. 0.95.

Option Code. P110. Please refer to the Option Code Reference Guide on Partner Portal to determine the short circuit fault current, informs MVT sizing and cable sizing.

Annual Cycles. 365 cycles/year is considered for the initial Megapack count, in accordance with warranty limitations.

LTSA Term. The Preventative Maintenance Fee and Performance Guarantee Fee shall commence from year 1 continuing through the selected term length, subject to annual escalation. A 20-year Performance Guarantee Term requires a 20-year Extended Warranty. Preventative Maintenance is required to uphold the Warranty. For example, a 20-year LTSA with Preventative Maintenance and Performance Guarantees necessitates the 20-year Extended Warranty. Megapack design life is 20-years.

Domestic Content: This offer includes supply of a minimum of 352,512 kWh of Megapacks with cells manufactured in the United States. This information is provided for reference only and does not constitute tax advice.

Energy Retention and Round Trip Efficiency Guarantee. See below for guaranteed percentages. Definitions are as follows:

- A. Guaranteed Energy Retention Percentage is measured at the Point of Measurement ("POM") and guaranteed up to the Maximum Test Reference Temperature, expressed as a percentage of the Guaranteed Energy Capacity.
- B. Guaranteed Round Trip Efficiency is measured at the Point of Measurement ("POM") and guaranteed at Standard Test Conditions (25degC).
- C. Guaranteed Energy Capacity for the benefit of this Energy Retention Warranty means the kWh energy capacity of the System at the Point of Measurement set out in the System Purchase Agreement.
- D. Total Throughput means the total discharge throughput of the System (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity).

Prevailing Wage. Quote assumes PIMA County Prevailing Wage Rates.
General Decision #: AZ20250040
Issuance Date: 2/14/2025
Prevailing Wage Rate: \$32.00
Fringe (%-hourly rate): 21.33%
Fringe (hourly wage rate): \$6.00

Please refer to the Wage Determinations section on the SAM.gov website (<https://sam.gov/content/wage-determinations>). Tesla will support the ITC requirements for Commissioning Services, Warranty Services and for the first five years of the Long-Term Service Agreement (LTSA), ensuring full compliance with recordkeeping, apprenticeship, and all other relevant obligations. Tesla utilizes 'Electrician under Electricians: (All Other Work, Including 4 Stories Residential)'. Refer to Sam.gov > Building > State/County > Building > Electricians for the applicable wage rate, or to be defined by Customer tax counsel. Tesla reserves the right to update pricing if the wage rates change prior to time of contract execution. Please work with your Account Representative should questions arise.

Special Terms (Chollas 250MW/1000MWh Domestic Cell Mix FDB)

Validity. All quotes are valid for 30 days.

Start of Construction Basis: 2026.

Domestic Content. This quote includes supply of a minimum of 352,512 kWh of Megapacks with cells manufactured in the United States. This information is provided for reference only and does not constitute tax advice.

Tariffs. This quote only includes pricing for known and published tariffs prior to the date of this quote.

Lithium Carbonate Price Adjustment. CapEx Price subject to index-based price adjustment. Quote assuming a baseline lithium carbonate price of 100k RMB/ton. Price Adjustment formula based on Installed Energy (kWh). Refer to the Sale & Purchase Agreement for details.

Point of Measurement (POM). The POM is assumed to be a HV SEL-735 battery meter located at 138kV.

System Overbuild. A 5-year overbuild is considered in the initial Megapack count.

Maximum Test Reference Temperature. The maximum Test Reference Temperature is 45.8degC, determined from <http://ashrae-meteo.info/v2.0/>. The energy capacity of system is designed to hold with no derates at higher temperatures up to such maximum design temperature. There will be derates to energy capacity beyond such maximum design temperature. The energy capacity value is to be measured using Tesla defined test protocol with proper preconditioning.

Losses. Buyer is responsible for limiting the line and transformation losses between LV AC terminals of Megapacks to the POM to 2% real and 40% reactive. The % real power and % reactive power loss is a function of the apparent power capacity calculated at the POM.

Power Factor. 0.95.

Option Code. P115. Please refer to the Option Code Reference Guide on Partner Portal to determine the short circuit fault current, informs MVT sizing and cable sizing.

Annual Cycles. 365 cycles/year is considered for the initial Megapack count, in accordance with warranty limitations.

LTSA Term. The Preventative Maintenance Fee and Performance Guarantee Fee shall commence from year 1 continuing through the selected term length, subject to annual escalation. A 20-year Performance Guarantee Term requires a 20-year Extended Warranty. Preventative Maintenance is required to uphold the Warranty. For example, a 20-year LTSA with Preventative Maintenance and Performance Guarantees necessitates the 20-year Extended Warranty. Megapack design life is 20-years.

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Energy Retention and Round Trip Efficiency Guarantee. See below for guaranteed percentages. Definitions are as follows:

A. Guaranteed Energy Retention Percentage is measured at the Point of Measurement ("POM") and guaranteed up to the Maximum Test Reference Temperature, expressed as a percentage of the Guaranteed Energy Capacity.

B. Guaranteed Round Trip Efficiency is measured at the Point of Measurement ("POM") and guaranteed at Standard Test Conditions (25degC).

C. Guaranteed Energy Capacity for the benefit of this Energy Retention Warranty means the kWh energy capacity of the System at the Point of Measurement set out in the System Purchase Agreement.

D. Total Throughput means the total discharge throughput of the System (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity).

Prevailing Wage. Quote assumes PIMA County Prevailing Wage Rates.
General Decision #: AZ20250040
Issuance Date: 2/14/2025
Prevailing Wage Rate: \$32.00
Fringe (%-hourly rate): 21.33%
Fringe (hourly wage rate): \$6.00

Please refer to the Wage Determinations section on the SAM.gov website (<https://sam.gov/content/wage-determinations>). Tesla will support the ITC requirements for Commissioning Services, Warranty Services and for the first five years of the Long-Term Service Agreement (LTSA), ensuring full compliance with recordkeeping, apprenticeship, and all other relevant obligations. Tesla utilizes 'Electrician under Electricians: (All Other Work, Including 4 Stories Residential)'. Refer to Sam.gov > Building > State/County > Building > Electricians for the applicable wage rate, or to be defined by Customer tax counsel. Tesla reserves the right to update pricing if the wage rates change prior to time of contract execution. Please work with your Account Representative should questions arise.

Line Item Notes

1. Megapack System. Includes Tesla Megapacks, Tesla System Controller (BESS Controller) and Installation Tool Kit. Note that the Guaranteed Power and Energy assume real power losses and reactive power loss between the Megapack inverter terminals (LV) and the Point of Measurement (POM) as noted in the Special Terms. The System has been overbuilt to maintain Guaranteed Power/Energy through the end of operating year identified, and based on the cycling regime indicated, in the Special Terms.
2. Logistics. Includes delivery (DDP) from Lathrop, CA to Project location.
3. Commissioning Services. Megapack System Commissioning services by Tesla personnel. Subject to change at later date based on Project-specific requirements and prevailing wage rates.
4. Models & Settings. Tesla's scope includes PSCAD and PSSE (or PSLF) models, and final setting programed into the System. Please refer to Tesla's Purchase Agreement for additional details.
5. Software and SCADA Fee (CapEx) - Fixed upfront cost. Includes a spare Tesla System Controller (not connected to LAN2). Hot/Automatic secondary Tesla System Controller, with software for automatic failover, can be priced upon request. SCADA scope includes engineering support during commissioning using Tesla Standard Remote Connections for data logging and remote access per Tesla SCADA Design Manual, but excludes any additional scope that might be required to comply with NERC-CIP Low Impact standards (if applicable). This fee is applicable to all projects to allow Buyer to use any of the Standard Remote Connections covered under Sec 3.2.1 of the SCADA Design Manual. For avoidance of doubt, this fee does not include any software fees (e.g., Hybrid Dispatcher), hardware fees (e.g., field network enclosures, fiber cables, meters), or any other fees that may be required for project-specific controls, monitoring, and cybersecurity.

6. BOP Equipment. Quote is exclusive of installation and balance of plant equipment (i.e. all cabling north of the AC inverter terminals of the Megapack is not included in Tesla scope).
7. Preventative Maintenance of Megapack Equipment (LTSA). Annual Preventative Maintenance services. Annual payment with an annual 2% escalator. Includes 4 consecutive non-maintenance months ("Blackout Periods"). Monthly o&m report excluded (option to include upon request).
8. Software and SCADA Fee (OpEx) - Annual cost, escalating at 2% p.a. To be added to the Preventative Maintenance line item for purposes of the Sales & Purchase Agreement input. Covers engineering support during services term using Tesla Standard Remote Connections for data logging and remote access per Tesla SCADA Design Manual. Fee excludes scopes that might be required to comply with NERC-CIP Low Impact standards (if applicable). This fee is applicable to all projects to allow Buyer to use any of the Standard Remote Connections covered under Sec 3.2.1 of the SCADA Design Manual. For avoidance of doubt, this fee does not include any software fees (e.g., Hybrid Dispatcher), hardware fees (e.g., field network enclosures, fiber cables, meters), or any other fees that may be required for project-specific controls, monitoring, and cybersecurity.
9. In consideration of the IRA, the Preventative Maintenance Prevailing Wage Adder is an annual fee, in addition to the base Preventative Maintenance Fee, for the first 5 Operating Years of the System. Annual payment with an annual 2% escalator.
10. In consideration of the IRA, the Performance Guarantee Prevailing Wage Adder is an annual fee, in addition to the base Performance Guarantee Fee, for the first 5 Operating Years of the System, Annual payment with an annual 2% escalator.
11. Performance Guarantees (LTSA). Annual payment with an annual 2% escalator. Performance Guarantee parameters are as follows: Power Availability Guarantee: 98% Monthly, LD rate of 0.05% of CapEx per % shortfall, Energy Retention Percentage Guarantee: LD rate of \$200/MWh-shortfall/day, and RTE Percentage Guarantee: LD rate of \$50USD/MWh. 1% Annual Cap (of CapEx Price). 15% Aggregate LD Cap (of CapEx Price). Test Protocol in accordance with Tesla standard protocol. Refer to Tesla's Long Term Services Agreement for additional details.
12. If 7,300 cycles is met before Service Term ends, then the remaining balance of extended warranty becomes due.

Energy Retention Guarantee

Chollas 250MW/1000MWh Imported Cell CATL
Strata - Chollas TEP - AZ

The applicable percentage of the Guaranteed Energy Capacity set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Energy Retention Percentage will be as indicated for the first Operating Year for which the Total Throughput Limitation has not been surpassed. Tesla's warranty refers to throughput instead of cycles in order to ensure full flexibility of operation. Thus the system can be cycled in any way on a day-to-day basis while maintaining the energy retention guarantee at an annual level.

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Energy Retention Percentage
0	0	100.0%
1	365	100.0%
2	730	100.0%
3	1,095	100.0%
4	1,460	100.0%
5	1,825	100.0%
6	2,182	98.0%
7	2,534	96.5%
8	2,878	94.5%
9	3,217	93.0%
10	3,550	91.5%
11	3,878	90.0%
12	4,201	88.5%
13	4,518	87.0%
14	4,830	85.5%
15	5,138	84.5%
16	5,440	83.0%
17	5,737	81.5%
18	6,029	80.0%
19	6,317	79.0%
20	6,599	77.5%

The Guaranteed Energy Retention Percentage shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

Energy Retention Guarantee

Chollas 250MW/1000MWh Imported Cell FDB
Strata - Chollas TEP - AZ

The applicable percentage of the Guaranteed Energy Capacity set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Energy Retention Percentage will be as indicated for the first Operating Year for which the Total Throughput Limitation has not been surpassed. Tesla's warranty refers to throughput instead of cycles in order to ensure full flexibility of operation. Thus the system can be cycled in any way on a day-to-day basis while maintaining the energy retention guarantee at an annual level.

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3	1,095	100.0%
4	1,460	100.0%
5	1,825	100.0%
6	2,182	98.0%
7	2,532	96.0%
8	2,876	94.5%
9	3,215	93.0%
10	3,548	91.5%
11	3,876	90.0%
12	4,199	88.5%
13	4,516	87.0%
14	4,828	85.5%
15	5,134	84.0%
16	5,436	83.0%
17	5,733	81.5%
18	6,025	80.0%
19	6,313	79.0%
20	6,595	77.5%

The Guaranteed Energy Retention Percentage shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

Energy Retention Guarantee

Chollas 250MW/1000MWh Domestic Cell Mix CATL
Strata - Chollas TEP - AZ

The applicable percentage of the Guaranteed Energy Capacity set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Energy Retention Percentage will be as indicated for the first Operating Year for which the Total Throughput Limitation has not been surpassed. Tesla's warranty refers to throughput instead of cycles in order to ensure full flexibility of operation. Thus the system can be cycled in any way on a day-to-day basis while maintaining the energy retention guarantee at an annual level.

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0	0	100.0%
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5	1,825	100.0%
6	2,182	98.0%
7	2,534	96.5%
8	2,878	94.5%
9	3,217	93.0%
10	3,550	91.5%
11	3,878	90.0%
12	4,201	88.5%
13	4,518	87.0%
14	4,830	85.5%
15	5,138	84.5%
16	5,440	83.0%
17	5,737	81.5%
18	6,029	80.0%
19	6,317	79.0%
20	6,599	77.5%

The Guaranteed Energy Retention Percentage shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

Energy Retention Guarantee

Chollas 250MW/1000MWh Domestic Cell Mix FDB
Strata - Chollas TEP - AZ

The applicable percentage of the Guaranteed Energy Capacity set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Energy Retention Percentage will be as indicated for the first Operating Year for which the Total Throughput Limitation has not been surpassed. Tesla's warranty refers to throughput instead of cycles in order to ensure full flexibility of operation. Thus the system can be cycled in any way on a day-to-day basis while maintaining the energy retention guarantee at an annual level.

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Energy Retention Percentage
0	0	100.0%
1	365	100.0%
2	730	100.0%
3	1,095	100.0%
4	1,460	100.0%
5	1,825	100.0%
6	2,182	98.0%
7	2,534	96.5%
8	2,878	94.5%
9	3,217	93.0%
10	3,550	91.5%
11	3,878	90.0%
12	4,201	88.5%
13	4,518	87.0%
14	4,830	85.5%
15	5,138	84.5%
16	5,440	83.0%
17	5,737	81.5%
18	6,030	80.5%
19	6,318	79.0%
20	6,600	77.5%

The Guaranteed Energy Retention Percentage shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

Roundtrip Efficiency Guarantee

Chollas 250MW/1000MWh Imported Cell CATL
Strata - Chollas TEP - AZ

The applicable Guaranteed Roundtrip Efficiency set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Roundtrip Efficiency will be as indicated below for the first Operating Year for which the Total Throughput Limitation has not been surpassed:

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Roundtrip Efficiency
0	0	89.9%
1	365	89.7%
2	730	89.5%
3	1,095	89.3%
4	1,460	89.2%
5	1,825	89.1%
6	2,182	89.0%
7	2,534	88.8%
8	2,878	88.7%
9	3,217	88.6%
10	3,550	88.5%
11	3,878	88.5%
12	4,201	88.4%
13	4,518	88.4%
14	4,830	88.4%
15	5,138	88.3%
16	5,440	88.3%
17	5,737	88.2%
18	6,029	88.2%
19	6,317	88.2%
20	6,599	88.1%

The Guaranteed Roundtrip Efficiency shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

The Guaranteed Roundtrip Efficiency will be adjusted for any paid Roundtrip Efficiency Buydown in the System Purchase Agreement. If such adjustment is not included in this table, the adjustment shall nevertheless be deemed to be effective and the any Guaranteed Roundtrip Efficiency Liquidated Damages will be calculated accordingly.

Roundtrip Efficiency Guarantee

Chollas 250MW/1000MWh Imported Cell FDB
Strata - Chollas TEP - AZ

The applicable Guaranteed Roundtrip Efficiency set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Roundtrip Efficiency will be as indicated below for the first Operating Year for which the Total Throughput Limitation has not been surpassed:

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Roundtrip Efficiency
0	0	88.1%
1	365	87.3%
2	730	87.1%
3	1,095	86.9%
4	1,460	86.8%
5	1,825	86.6%
6	2,182	86.5%
7	2,532	86.3%
8	2,876	86.2%
9	3,215	86.1%
10	3,548	86.0%
11	3,876	85.9%
12	4,199	85.9%
13	4,516	85.9%
14	4,828	85.9%
15	5,134	85.8%
16	5,436	85.8%
17	5,733	85.7%
18	6,025	85.7%
19	6,313	85.6%
20	6,595	85.6%

The Guaranteed Roundtrip Efficiency shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

The Guaranteed Roundtrip Efficiency will be adjusted for any paid Roundtrip Efficiency Buydown in the System Purchase Agreement. If such adjustment is not included in this table, the adjustment shall nevertheless be deemed to be effective and the any Guaranteed Roundtrip Efficiency Liquidated Damages will be calculated accordingly.

Roundtrip Efficiency Guarantee

Chollas 250MW/1000MWh Domestic Cell Mix CATL
Strata - Chollas TEP - AZ

The applicable Guaranteed Roundtrip Efficiency set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Roundtrip Efficiency will be as indicated below for the first Operating Year for which the Total Throughput Limitation has not been surpassed:

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Roundtrip Efficiency
0	0	89.9%
1	365	89.7%
2	730	89.5%
3	1,095	89.3%
4	1,460	89.2%
5	1,825	89.1%
6	2,182	89.0%
7	2,534	88.8%
8	2,878	88.7%
9	3,217	88.6%
10	3,550	88.5%
11	3,878	88.5%
12	4,201	88.4%
13	4,518	88.4%
14	4,830	88.4%
15	5,138	88.3%
16	5,440	88.3%
17	5,737	88.2%
18	6,029	88.2%
19	6,317	88.2%
20	6,599	88.1%

The Guaranteed Roundtrip Efficiency shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

The Guaranteed Roundtrip Efficiency will be adjusted for any paid Roundtrip Efficiency Buydown in the System Purchase Agreement. If such adjustment is not included in this table, the adjustment shall nevertheless be deemed to be effective and the any Guaranteed Roundtrip Efficiency Liquidated Damages will be calculated accordingly.

Roundtrip Efficiency Guarantee

Chollas 250MW/1000MWh Domestic Cell Mix FDB
Strata - Chollas TEP - AZ

The applicable Guaranteed Roundtrip Efficiency set forth below, as applicable to the applicable Operating Year, provided that if the Total Throughput Limitation (as measured at the POM in kWh per kWh of Guaranteed Energy Capacity) for such Operating Year has been surpassed, the Guaranteed Roundtrip Efficiency will be as indicated below for the first Operating Year for which the Total Throughput Limitation has not been surpassed:

Period (Operating Years following System Commissioning Date)	Total Throughput Limitation	Guaranteed Roundtrip Efficiency
0	0	88.6%
1	365	88.0%
2	730	87.7%
3	1,095	87.5%
4	1,460	87.4%
5	1,825	87.3%
6	2,182	87.2%
7	2,534	87.0%
8	2,878	86.9%
9	3,217	86.8%
10	3,550	86.7%
11	3,878	86.6%
12	4,201	86.6%
13	4,518	86.6%
14	4,830	86.6%
15	5,138	86.5%
16	5,440	86.5%
17	5,737	86.4%
18	6,030	86.5%
19	6,318	86.4%
20	6,600	86.4%

The Guaranteed Roundtrip Efficiency shall be zero upon the first to occur between exceeding the Operating Year or exceeding the Total Throughput Limitation in the final row.

The Guaranteed Roundtrip Efficiency will be adjusted for any paid Roundtrip Efficiency Buydown in the System Purchase Agreement. If such adjustment is not included in this table, the adjustment shall nevertheless be deemed to be effective and the any Guaranteed Roundtrip Efficiency Liquidated Damages will be calculated accordingly.