

BRADLEY LAKE HYDROELECTRIC PROJECT
SOLDOTNA BATTERY ENERGY STORAGE SYSTEM
OPERATION AND MAINTENANCE AGREEMENT

Between

ALASKA ELECTRIC AND ENERGY COOPERATIVE, INC.

AND

ALASKA ENERGY AUTHORITY

December 1, 2023

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**BRADLEY LAKE HYDROELECTRIC PROJECT
SOLDOTNA BATTERY ENERGY STORAGE SYSTEM
OPERATION AND MAINTENANCE AGREEMENT**

This Soldotna Battery Energy Storage System Operation and Maintenance Agreement for the Bradley Lake Hydroelectric Project ("Agreement"), is dated effective as of the first day of December, 2023, by and between ALASKA ENERGY AUTHORITY, a public corporation of the State of Alaska ("Authority"), and ALASKA ELECTRIC AND ENERGY COOPERATIVE, INC., ("AEEC"), a non-profit electric cooperative membership corporation of the State of Alaska.

RECITALS

1. The Power Sales Agreement governing the sales of energy from the Bradley Lake Hydroelectric Project provides that the Bradley Lake Project Management Committee ("BPMC") shall arrange for the operation and maintenance of the Bradley Lake Hydroelectric Project and Project-related facilities ("Project");
2. The BPMC is authorized, under its Bylaws adopted pursuant to the terms of the Power Sales Agreement, to approve agreements for the operation and maintenance of the Project;
3. The Battery Energy Storage System ("Soldotna BESS") directly connects to AEEC's Soldotna Substation through which Bradley energy flows to other Bradley Participants;
4. The BPMC and the Authority entered into the Bradley Lake Hydroelectric Project Master Maintenance and Operation Agreement on May 24, 1994 ("Master Maintenance and Operation Agreement"), to, *among other things*, establish a contract administration and budgeting procedure for contracting for the maintenance and operation of the Project and related services, facilities, and equipment;
5. The Authority, before executing a contract or contract amendment for operation or maintenance of the Project, must submit the contract or amendment to the BPMC for its review and approval pursuant to the Master Maintenance and Operation Agreement;
6. The Authority recognizes the BESS's ability to respond to Bradley initiated system oscillations through high-speed droop (system frequency deviation) corrective action (or equivalent). This droop response ability is contained within the spinning reserves allocated to the BESS by the operating utility. BESS services beyond

droop are directed and controlled by the local LBA.

7. The droop settings will be such that the BESS responds before AEEC's thermal generation assets. These settings may be modified subject to engineering studies initiated by BESS Operator or Authority/BPMC .
8. The BESS energy charge level must be managed so that both high and low frequency response will be available.
9. The Authority understands these system events cannot be scheduled, so the value the BESS brings is by being available to respond to these unscheduled events.
10. The BESS will require maintenance outages that will be coordinated with other Project BESS, so that impact to the ability of the BESS to respond to system events is minimized.
11. The Authority and BPMC recognize if the tie line(s) to Anchorage is out of service and the Kenai is islanded, the BESS will be fully dedicated to serving the AEEC LBA.
12. AEEC owns and operates electric transmission facilities and is engaged in the transmission, purchase, and sale of electric power and energy;
13. AEEC agrees to be the Soldotna BESS Operator and perform Soldotna BESS Operations and Maintenance for the benefit of the Project;
14. The Authority, the BPMC, and AEEC desire a contract be entered for AEEC to perform Soldotna BESS operations and maintain the Soldotna BESS for the benefit of the Project as described herein;
15. Pursuant to the Power Sales Agreement, the BPMC has approved the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained the Parties hereto agree as follows:

SECTION 1 - DEFINITIONS

The terms used in this Agreement shall be as defined in the Power Sales Agreement, except as specified below. For the purposes of this Agreement, the following definitions and abbreviations apply:

- A. "AEEC" means the Alaska Electric and Energy Cooperative, Inc.

- B. "Agreement" means this Agreement.
- C. "Annual Soldotna BESS Facilities Budget" shall have the meaning set forth in Section 5.B. of this Agreement.
- D. "Authority" means the Alaska Energy Authority or any successor agency.
- E. "BESS Availability" means those times when the BESS is connected to the grid and available.
- F. "BPMC" means the Bradley Lake Project Management Committee.
- G. "Construction" has the meaning given in AS 36.90.300(c).
- H. "Effective Date" means at 12:00 a.m. on December 1, 2023.
- I. "Emergency" means an unforeseen circumstance or the resulting state that requires immediate action to protect or preserve the Soldotna BESS, personnel, public health and safety, or operation of the interconnected electric utility system.
- J. "Fiscal Year" means July first (1st) to June thirtieth (30th) of each year.
- K. "Master Maintenance and Operating Agreement" means the Bradley Lake Hydroelectric Project Master Maintenance and Operation Agreement dated May 24, 1994, as amended by the Second Amended and Restated Operation and Maintenance Agreement.
- L. "Party" or "Parties" means the signatories to this Agreement.
- M. "Power Sales Agreement" means the Agreement For The Sale And Purchase of Electric Power, dated December 8, 1987, by and among the Alaska Power Authority and the Chugach Electric Association, Inc., the Golden Valley Electric Association, Inc., the Municipality of Anchorage (d.b.a. Municipal Light and Power), the City of Seward (d.b.a. Seward Electric System) and; the Alaska Electric Generation and Transmission Cooperative, Inc. and the Homer Electric Association, Inc. and the Matanuska Electric Association, Inc.
- N. "Professional Services" has the meaning given in AS 36.30.990.
- O. "Project" means the Bradley Lake Hydroelectric Project and Project-related facilities.
- P. "Soldotna BESS" means the Soldotna Battery Energy Storage System located adjacent to the Soldotna Substation.
- Q. "Soldotna Substation" means AEEC's substation at Soldotna, Alaska.

- R. "Soldotna BESS Operator" means the entity the Authority and BPMC has arranged for and authorized to perform BESS Operations and Maintenance.
- S. "BESS Operations and Maintenance" means operation maintenance of the Soldotna Battery Energy Storage System and includes operations performed at the Soldotna BESS site such as high voltage switching, establishment of working clearances, and Soldotna BESS local equipment troubleshooting.
- T. "BESS" means a Battery Energy Storage System.
- U. "LBA" means Load Balancing Area, and for purposes of this Agreement shall mean the Load Balancing Area served by AEEC,

SECTION 2 - EFFECTIVE DATE, TERM, AND TERMINATION

A. Effective Date and Term of Agreement.

This Agreement shall become effective on the Effective Date and shall continue in effect until terminated as provided in Section 2. B. of this Agreement.

B. Termination of Agreement.

1. This Agreement may be terminated under the following conditions:

- a. In the event of a material breach of this Agreement by a Party, the other Party shall give the breaching Party written notice of the breach and an opportunity to cure the breach within a reasonable time considering the circumstances of the breach. In the event the breach is not cured within a reasonable time, the non-breaching Party, except as provided in Section 2.B.2. of this Agreement, may terminate its obligations, duties and all rights it has under this Agreement. Any dispute as to a reasonable time to cure the breach shall be adjudicated by the BPMC.
- b. By the BESS Operator delivering written notice to the Authority and BPMC as provided in Section 5.B.3. of this Agreement. All liabilities accruing under this Agreement prior to its termination shall be and are hereby preserved until satisfied.

SECTION 3 - GENERAL PROVISIONS AND INCORPORATION OF EXHIBIT A OF THE MASTER OPERATING AGREEMENT

This Agreement is subject to the terms of the Master Maintenance and Operating Agreement. Exhibit A, Master Contract Provisions of the Master Maintenance and Operating Agreement, as may be amended, is expressly incorporated in this Agreement,

with the exception of paragraphs (h) Indemnity, (o) Notice and Communications and (t) Third Party Beneficiaries, which are superseded by the terms of this Agreement.

Nothing in this Agreement is intended to alter the rights and obligations of the Authority and the Purchaser(s) under the Power Sales Agreement. In the event the terms of this Agreement, the Power Sales Agreement or Master Maintenance and Operating Agreement are found to be in conflict, the terms of the Power Sales Agreement shall have first priority with the Master Maintenance and Operating Agreement having second priority. The provisions of this Agreement are not intended, nor shall they be construed, to alter or modify any previous contracts or agreements of any Party or preclude any Party from performing existing obligations.

In their performance of this Agreement, the Parties will comply with the terms and provisions of the Power Sales Agreement.

SECTION 4 - OPERATIONAL REQUIREMENTS

A. Systems Operation.

AEEC agrees to operate its electric utility system in accordance with the provisions of Section 10(c) of the Power Sales Agreement.

AEEC will maintain historical operational records to demonstrate BESS system response and availability.

Expected BESS Availability will be greater than 90%. BESS Availability will be reported to the Bradley O&D Committee on a monthly basis. Any periods where BESS Availability is less than 90%, will be subject to review by the Authority and the BPMC.

B. Soldotna BESS Operation and Maintenance.

In accordance with the provisions of this Agreement, the BESS Operator shall be responsible for the BESS Operations and Maintenance of the Soldotna BESS on behalf of the BPMC and the Authority.

BESS manufacturer warranties and maintenance agreements will be maintained by AEEC on behalf of the BPMC and the Authority. Any notices that impact equipment capacity or availability, issued by the BESS manufacturer, shall be provided to the Bradley O&D Committee within 5 days of receipt by the BESS Operator.

BESS electrical auxiliary (station service) use on AEEC's system will be reported monthly to the Bradley O&D Committee, a standing subcommittee of the BPMC. BESS electrical auxiliary loads will be reimbursed to AEEC on a pro rata Bradley project share basis. This reimbursement will be accounted for in adjustments to

Bradley water use.

SECTION 5 - OPERATION AND MAINTENANCE PLAN, AND BUDGETS

A. Maintenance Plan Requirements.

- 1 The BESS Operator shall develop annually and submit to the BPMC a plan for operation and maintenance of the Soldotna BESS facilities. This plan shall be used for planning and tracking maintenance activities and as the basis and support for budget submittals to the Authority and the BPMC.
- 2 The plan shall function on a Fiscal Year basis.

B. Annual BESS Facilities Budget.

- 1 After the Effective Date, and in accordance with schedules provided by the Authority, the BESS Operator shall prepare and submit each year to the Authority and to the BPMC a draft Annual Soldotna BESS Facilities Budget for the following Fiscal Year as provided in Section 5.D. of this Agreement. The draft budget shall be prepared in a format and schedule provided to the Authority by the BPMC.
- 2 The draft Annual Soldotna BESS Facilities Budget shall be based upon the anticipated operation and maintenance expenditure needs and reflect appropriate accounting and budgetary principles for utilities.
- 3 The BESS Operator shall perform its duties in a manner consistent with the Annual Soldotna BESS Facilities Budget except as provided in Sections 7 and 8 below. If the BESS Operator makes a determination during any Fiscal Year that it cannot perform its obligations under this Agreement without an increase in the expenditures authorized under the Annual Project Budget, the BESS Operator shall timely report such finding to the Authority and the BPMC and shall submit a revised budget with explanations and analyses where appropriate for the Authority's and the BPMC's review and approval. In the event the revised budget is not adopted by the BPMC and the Authority, or in the event the Authority, pursuant to Section 13(e) of the Power Sales Agreement does not authorize and agree to fund such expenditures, the BESS Operator may terminate this Agreement upon 90 days written notice to the Authority and the BPMC.

C. Three-Year Major Maintenance and Improvements Plan and Budget.

Annually the BESS Operator shall prepare and submit a three-year plan and budget for proposed major maintenance and improvements, (e.g., major equipment replacement) and other projects deemed by the BESS Operator to be

required to insure continued safe and economical operation of the Soldotna BESS that are not included in the proposed annual maintenance plan for that Fiscal Year or require more than one year to complete. The three-year plan shall be revised annually and submitted together with the proposed annual maintenance plan that is part of the Annual Soldotna BESS Facilities Budget.

D. Budget and Plan Submittal.

The BESS Operator shall submit the annual maintenance plan, budget, and the three-year plan and budget to the Authority and the BPMC no later than January 15 for the next Fiscal Year. The plans, and budgets may be modified through negotiations between the BESS Operator and the Authority, subject to approval by BPMC.

SECTION 6 - PAYMENT

- A. The BESS Operator shall advance the ordinary costs of performing under this Agreement, including station service costs, and submit such costs for reimbursement by the Authority per Section 6.B. of this Agreement.
- B. The BESS Operator shall prepare an invoice each month identifying the actual and reasonable costs incurred in a format mutually agreeable to the Authority and the BESS Operator. The invoice shall be furnished to the Authority by the twenty-first (21st) of the month following the month in which the costs are incurred. All such invoices shall be subject to audit and approval by the Authority; such approval shall not be unreasonably withheld.
- C. Subject to the availability of funds, the Authority shall reimburse the BESS Operator for all costs reasonably incurred, properly invoiced, and approved under this Agreement.
- D. An appropriate invoice properly submitted to the Authority under Section 6.B. of this Agreement shall be due within thirty (30) days of receipt. Any amount not paid when due shall accrue simple interest at the legal rate of interest beginning at the time payment was due.
- E. The Authority shall authorize payment for the full amount of the BESS Operator charges pending the resolution of any cost dispute, except for those costs expressly disapproved in writing. Within thirty (30) days after the BESS Operator submits a charge, the Authority shall notify the BESS Operator in writing of the amount of the charge in dispute and the basis for the dispute. If the Parties cannot settle the dispute informally, the dispute shall be submitted to the BPMC for resolution. In the event a resolution of the dispute through the BPMC fails, either Party may file an action in the Alaska Superior Court for the Third Judicial District

to obtain a decision resolving such dispute and to obtain any other remedy permitted by law. Pending final resolution of any such dispute the Parties shall continue to perform under this Agreement.

SECTION 7 - EMERGENCY EXPENDITURES

The BESS Operator shall take such actions as it reasonably believes are necessary in an Emergency. If in the reasonable judgment of the BESS Operator, the Emergency requires the BESS Operator to incur costs prior to obtaining written approval from the Authority, the BESS Operator shall declare an Emergency and notify the Authority and the BPMC within seventy-two (72) hours after discovery and declaration of the Emergency.

SECTION 8 - EXTRAORDINARY MAINTENANCE AND EQUIPMENT REPLACEMENT

When the BESS Operator learns of an equipment failure or other contingency that, in the BESS Operator's judgment, necessitates incurring an extraordinary maintenance and equipment replacement cost, the BESS Operator shall promptly notify the Authority and the BPMC of the circumstances. Except as provided in Section 7 of this Agreement, the BESS Operator shall obtain the Authority's written approval prior to incurring an extraordinary maintenance and equipment replacement cost. Except in an Emergency, the BESS Operator shall incur no extraordinary maintenance and equipment replacement cost for which the approval of the Authority has been requested and expressly denied in writing. To the extent necessary the BESS Operator shall notify the BESS Supplier regarding any and all BESS equipment failures or other issues, consistent with any and all manufacturer's warranties.

SECTION 9 - MODIFICATIONS AND ADDITIONS

Except in an Emergency, no modifications or additions shall be made to the Soldotna BESS without the prior written approval of the BPMC.

SECTION 10 - AUTHORIZED REPRESENTATIVE

The Parties shall each designate one representative to carry out the provisions of this Agreement. Within thirty (30) days after execution of this Agreement, each Party shall notify the other Party in writing of its designated representative. Any Party may change its representative at any time and shall promptly provide written notice of such change to the other Party.

SECTION 11 - ACCESS TO FACILITIES

- A. Authority and BPMC personnel or agents shall be granted reasonable access to the Soldotna BESS, upon reasonable notice and subject to all safety and security measures, if and to the extent necessary for Soldotna BESS inspection and testing.

SECTION 12 - FORCE MAJEURE

- A. No Party to the Agreement shall be liable to the other Party for, or be in breach of or default under this Agreement because of, any delay in performance or any delay or failure to deliver, receive or accept delivery of energy due to any of the following events:
- 1 Any cause or condition beyond such Party's reasonable control which such Party is unable to overcome by the exercise of reasonable diligence, including but not limited to: fire, flood, earthquake, volcanic activity, wind, drought and other acts of the elements; court order and act of civil, military or governmental authority; riot, insurrection, sabotage and war; breakdown of or damage to facilities or equipment; electrical disturbance originating in or transmitted through such Party's electric system or any electric system with which such Party's system is interconnected; and, any act or omission of any person or entity other than such Party, or Party's contractors or suppliers of any type or anyone acting on behalf of such Party. Strikes, lockouts, and other labor disturbances shall be considered Force Majeure events and nothing in this Agreement shall require either Party to settle a labor dispute against its best judgment; provided, that during any labor dispute each Party shall make all reasonable efforts under the circumstances, including, to the extent permitted by law and collective bargaining agreements, the use of replacement personnel and or management personnel and/or other personnel under the provisions of a mutual aid agreement to ensure, if possible, the continued ability of the Parties to carry out their obligations under this Agreement; or
 - 2 Any action taken by such Party which is reasonably necessary or prudent to protect the operation, performance, integrity, reliability or stability of the Project or of such Party's electric system or any electric system with which such Party's electric system is interconnected, whether such actions occur automatically or manually.
- B. In the event of any delay excused under this section, the time for performance thereby delayed shall be extended by a period of time reasonably necessary to compensate for such delay. No cost adjustment shall be allowed, only time extensions as appropriate. Nothing contained in this paragraph shall require any Party to settle any strike, lockout or other labor dispute. Each Party shall give the other Party prompt written notice of any delay which the Party giving notice considers to be an excusable delay of its performance.

SECTION 13 - DISPUTE RESOLUTION

Pending resolution of a disputed matter, the Parties shall continue performance of their

respective obligations pursuant to this Agreement. If the Parties cannot reach a timely, mutual agreement on any matter in the administration of this Agreement, the BESS Operator shall, to the extent necessary for its continued performance, make a determination of such matter without prejudice to the rights of the other Party. Such determination shall not constitute a waiver of any other remedy belonging to any Party.

SECTION 14 - NOTICES

Notices shall be addressed as follows: Executive Director, Alaska Energy Authority, 813 West Northern Lights Boulevard, Anchorage, Alaska 99503. Notices to AEEC will be addressed to: General Manager, Alaska Electric and Energy Cooperative, Inc., 3977 Lake Street, Homer Alaska 99603. A Party may change the foregoing designations of its name or address to which notices or demands are to be directed at any time by written notice given to the other Party.

Any notice or request not otherwise provided for in this Agreement shall be given in such manner as the Parties agree.

SECTION 15 – THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the Parties, AEEC and the Authority, and the BPMC as a third-party beneficiary. The BPMC is the only third-party beneficiary. In any action by the BPMC for damages, AEEC shall have the right to assert against the BPMC any defense which it could have asserted against the Authority. The raising of any such defense by AEEC shall not affect any right of a Purchaser or the BPMC under the Master Maintenance and Operating Agreement or Power Sales Agreement. The Parties intend that the BPMC is the representative of the Purchasers and is a third-party beneficiary of all Contracts with the legal right to enforce any Contracts. The BPMC, pursuant to BPMC procedures, may designate one or more of the Purchasers to represent the BPMC in any action to enforce its third-party rights hereunder.

SECTION 16 - INDEMNITY AND LOSS

A. Indemnity.

The BESS Operator shall indemnify, defend, and hold the Authority harmless from and against any claim of, or liability for, negligent acts, errors, and omissions of the BESS Operator with respect to any Services provided by the BESS Operator under this Agreement. The BESS Operator is not required to indemnify, defend, or hold harmless the Authority or the BPMC for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Authority or third parties. If there is a claim of, or liability for, a joint negligent act, error, or omission of the BESS Operator and Authority and the BPMC, the

indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, "independent negligent acts, errors, and omissions" means negligence other than in the Authority's selection, administration, monitoring, or controlling of the BESS Operator, or in approving or accepting the BESS Operator's work.

B. Uninsured Loss.

The costs of any loss or damage to or arising out of the BESS Operator's performance hereunder not covered by insurance, including uninsured deductibles and indemnity (including the BESS Operator's indemnity under Section 16.A, above), shall be included in the Annual Soldotna BESS Facilities Budget as an operating cost unless and to the extent caused by the willful act or gross negligence of the BESS Operator. The Operator shall be responsible for paying any such costs if and to the extent the loss or damage is determined to be caused by or arises out of the Operator's willful act or gross negligence. For the avoidance of doubt, the Operator acknowledges its responsibility, as a Participant, to pay its Percentage share of Annual Project Costs, including its Percentage Share of all amounts included in the Annual Soldotna BESS Facilities Budget.

SECTION 17. INSURANCE.

A. During the term of this Agreement, the BESS Operator shall purchase and maintain insurance covering injury to persons or property suffered by the Authority, the BPMC or a third party, as a result of errors or omissions or operations by the BESS Operator or by its subcontractor which arise both out of and during the course of the Agreement. The BESS Operator shall require all subcontractors providing services directly or indirectly under the Agreement to provide the same insurance as required of the BESS Operator. Coverage shall also provide protection against injuries to all employees of the BESS Operator and the employees of any subcontractor engaged in work under the Agreement. Copies of all required insurance policies shall be furnished to the Authority prior to beginning work under a Contract. These policies will show evidence of coverage and provide for ninety (90) days advance notice of written cancellation for non-renewal for material change in the coverage. See Attached Exhibit A for specific forms of insurance and coverage amounts.

B. The BESS Operator shall purchase insurance adequate to cover its operations performed in connection with the work under this Agreement. Specifically, each Contractor shall maintain Worker's Compensation Insurance as required by AS 23.30 for all of its employees engaged in work under this Agreement, and Comprehensive General Liability Insurance, including Comprehensive General Liability Broad Form Insurance, Automobile Liability Insurance, Owned Aircraft

Insurance (where applicable, and Owned Watercraft (where applicable), in amounts acceptable to the Authority and consistent with the Power Sales Agreement.

C. The obligation to obtain and maintain insurance coverage pursuant to this Section shall be subject to the general availability of such coverage under reasonable terms and conditions. If one or more of the required insurance coverages is not available under reasonable terms and conditions, the BESS Operator shall, under the guidance and direction of the BPMC use its best efforts to obtain substantively equivalent insurance coverage acceptable to the BPMC, and the Authority.

D. If, after utilizing its best efforts, the Contractor is unable to obtain the required insurance coverage under reasonable terms and conditions, as reasonably determined by the Contractor, the Contractor shall request a waiver of the relevant insurance requirement. The request shall outline steps taken by the Contractor to obtain such insurance and shall disclose quotations received for coverage. To the extent the waiver will not materially affect the safe and prudent operation of the Project, the Authority and BPMC, after consulting with the Division of Risk Management, will not unreasonably withhold approval of the requested waiver. Failure to furnish satisfactory evidence of insurance or failure to maintain the policy without complying with this subsection shall result in a material breach of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized officers or representatives as of the day and year first above written.

ALASKA ENERGY AUTHORITY

By: _____
Curtis W. Thayer
Executive Director

ALASKA ELECTRIC AND ENERGY
COOPERATIVE, INC.

By: _____
Bradley P. Janorschke
General Manager

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this ___ day of _____, 2023, by Curtis W. Thayer, the Executive Director of the Alaska Energy Authority, an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires:

STATE OF ALASKA) ss.
THIRD JUDICIAL DISTRICT)

The foregoing Agreement was acknowledged before me this. ___ day of _____, 2023, by Bradley P. Janorschke, the General Manager of the Alaska Electric and Energy Cooperative, Inc., an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska
My commission expires:

EXHIBIT A
TYPES OF INSURANCE

The BESS Operator shall purchase the following insurance to cover its operations performed in connection with the work under this Agreement.

1. Worker's Compensation Insurance: The BESS Operator shall provide and maintain Workers Compensation Insurance for all employees of The BESS Operator engaged in work under this Agreement. Such insurance shall include:
 - a. Statutory coverage for states in which employees are engaged in work;
 - b. Employers Liability Protection in the amount of \$100,000/\$500,000/\$100,000 per occurrence;
 - c. Broad Form All States Endorsement;
 - d. U.S. Longshoreman's 8 Harbor Workers Compensation Act coverage endorsement;
 - e. Voluntary Compensation Endorsement.
 - f. Comprehensive General Liability Insurance: The BESS Operator shall purchase and maintain comprehensive general liability insurance subject to the following limits of liability:
 - i. Comprehensive General Liability Broad Form \$2,000,000 each occurrence, Combined Single Limits each occurrence and affording insurance for Premises- Operations, Owners and Contractors' Protective, Independent Contractors, Products/Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, Personal Injury Liability, Incidental Errors and Omissions.
 - ii. Automobile Liability Insurance covering all vehicles. Such insurance shall provide coverage not less than that of the Business Automobile Policy in limits not less than \$2,000,000 Combined Single Limit each occurrence for Bodily Injury and Property Damage Liability. Owned Aircraft (if applicable) and Non-Owned Aircraft with limits of liability not less than:
 - \$1,000,000 - Bodily Injury per passenger
 - \$1,000,000 - Property Damage Liability per occurrence
 - Coverage shall not exclude Slung Cargo Exposures.
 - iii. Owned Watercraft (if applicable) and Non-Owned Watercraft with limits of liability not less than \$10,000,000 per occurrence, any one vessel, any one tow. Coverage to include: All Maritime Liabilities including Protection and Indemnity.