



AGENDA
Board of Directors
Public Power Generation Agency
Virtual Meeting
8377 Glynoaks Dr. Lincoln, NE
Monday, May 18, 2026 – 1:00 p.m. (CT)

All agenda items are for discussion and action will be taken as deemed appropriate.

1. Call to Order / Roll Call
 - a. Nebraska Open Meetings Act
 - b. Roll Call
2. Public Comment..... 2
3. Consent Agenda 3
 - a. Minutes of the April 16, 2026 Meeting ([Attachment A](#))
 - b. Next Meeting
 - c. Financial Statements and Disbursements for the Period Ended March 2026
 - d. Consent Resolution
4. Reports and Recommendations 4
 - a. Finance Committee Report
 - b. Joint Committee and Project Operating Agent Recommendations
 - i. Engineer’s Certificate for Toshiba Control System Upgrade to Toshiba America Energy Systems Corporation (TAES) ([Attachment B](#))
5. Open Discussion and Chairperson Remarks 5
6. Adjourn

PUBLIC COMMENT

Date:	May 18, 2026
Initiator/Staff information source:	Bob Poehling
Action Proposed:	Information

This is an opportunity for any individuals of the public body that are in attendance to make comments.

CONSENT AGENDA

Date:	May 18, 2026
Initiator/Staff information source:	Bob Poehling
Action Proposed:	Information/Approval

Minutes

The minutes of the April 16, 2026, meeting were previously distributed and are included as [Attachment A](#) of the meeting packet. Please contact Stacy Hendricks at 800-234-2595 with any recommended changes or corrections.

Next Meeting

The next meeting of the PPGA Board of Directors is scheduled to be held virtually on Wednesday, June 17, 2026, at 10:30 a.m. (CT).

Financial Statements and Disbursements for the Period Ended March 2026

Financial Statements and Disbursements for the period ended March 2026 have been previously distributed.

Consent Resolution

CONSENT RESOLUTION

WHEREAS, certain business of the Board of Directors of the Public Power Generation Agency (PPGA) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE PPGA Board of Directors that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution:

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the minutes of the April 16, 2026, and meeting are hereby approved.

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the next meeting will be held virtually on Wednesday, June 17, 2026.

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the Financial Statements and Disbursements for the period ended March 2026, are hereby accepted.

REPORTS AND RECOMMENDATIONS

Date:	May 18, 2026	
Initiator/Staff information source:	Jamie Johnson, Adam Graff, Shane Stone,	
Action Proposed:	Information/Approval	

Finance Committee Report

Jamie Johnson, Finance Committee Chair, will report on the activities of the Finance Committee.

Joint Committee and Project Operating Agent Recommendations

The Project Operating Agent and Committee Chairs will present details of recommendations to be considered by the Board.

Below is a contract recommendation that has been presented by Engineering and Staff to both the E&O Committee and the Project Operating Agent for review. This recommendation has been included in the meeting materials for detailed review.

The Project Operating Agent has reviewed and recommends approval of the contract as recommended by Engineering and Staff.

Description	Recommendation Approved (by)		
	Finance Committee	E & O Committee	Project Op. Agent
i. Engineer’s Certificate for Toshiba Control System Upgrade to Toshiba America Energy Systems Corporation (TAES) for \$813,000, not including sales tax or shipping. (Attachment B)	N/A	YES	YES

OPEN DISCUSSION AND CHAIRPERSON REMARKS

Date:	May 18, 2026
Initiator/Staff information source:	Bob Poehling
Action Proposed:	Discussion

Open Discussion

This is an opportunity for the Members to raise any issues to be included on future meeting agendas and/or to discuss or seek clarification on existing matters.

Closing Remarks

The Chairperson will provide closing remarks.

NOTICE OF MEETING

NOTICE IS HEREBY GIVEN that a meeting of the Public Power Generation Agency Board of Directors will be held virtually on Monday, May 18, 2026, at 1:00 p.m. (CT). The meeting is open to the public and members of the media and is accessible via computer or smart device at:

<https://www.microsoft.com/microsoft-teams/join-a-meeting> meeting ID: 264 969 928 407 981

passcode N9wv3m4S or via telephone at (308) 251-2063, access code: 463220749#, or at NMPP

Energy, the public designated meeting site, 8377 Glynoaks Drive, Lincoln, Nebraska. When joining

virtually you may be prompted for your name. This information is used only to identify you as an

attendee. If you wish to remain anonymous, enter your name as "Public Attendee". If you wish to

make comments during the meeting, you will be required to identify yourself for the public record.

An agenda is kept continually current and is available for public inspection at NMPP Energy during normal business hours. Notice of this meeting, agenda, and meeting materials along with a copy of the Nebraska Open Meetings Act will be posted prior to the meeting at:

<https://www.ppga-ne.com/board-information/>. If you require assistance or special

accommodations in order to participate in the meeting, contact Stacy at (402) 474-4759.



Unapproved MEETING MINUTES
Board of Directors
Public Power Generation Agency
Virtual Conference
Thursday, April 16, 2026, 10:30 a.m. (CT)

The Board of Directors of the Public Power Generation Agency (PPGA) met virtually on Thursday, April 16, 2026. Notice of the meeting was given to Directors by email, and the public was advised by publication in print and online in the Lincoln Journal-Star newspaper and website on April 6, 2026, and in print and online in the Hastings Tribune on April 8, 2026. The notice and agenda were posted upon issuance at the NMPP Energy Office, at 8377 Glynoaks Drive, Lincoln, Nebraska and kept continually current and available for public inspection. Instructions to join the meeting virtually were provided in the public meeting notice and all documents being considered at the meeting, and the current version of the Nebraska Open Meetings Act were made available on PPGA's public Board Information website.

CALL TO ORDER

Chair, Bob Poehling called the meeting to order at 10:30 a.m. (CT). Pursuant to Section 84-1412 (8) of the Nebraska Open Meetings Act, a current copy of the Open Meetings Act was made available to the public electronically.

ROLL CALL

A quorum was declared with all five Directors in attendance.

1. Grand Island (GI) – Ryan Schmitz
2. Hastings Utilities (HU) – Derek Zeisler
3. Heartland Energy (HE) – Russell Olsen
4. Municipal Energy Agency of Nebraska (MEAN) – Bob Poehling
5. Nebraska City Utilities (NCU) – Jon Borer

Others in attendance: Darren Buettner (GI), Victor Chou (Marsh), Chris Dosen (Marsh), Larry Fox (HU), Jean Gorecki (HU), Adam Graff (HE), Stacy Hendricks (MEAN), Joe Hobelman (MEAN), Jamie Johnson (MEAN), Frederik Kjaergaard-Higgins (Marsh), Andrew Koszewski (Woods Aitken), Kevin Langlais (Bank of America), Mark Lathrom (Marsh), Keith Leonhardt (HU), Samuel Litton (Hawkins), Chris Lover (PFM), Mike Malone (HE), Micah McCaffery (HU), Roger Nash (HU), Shane Stone (HU), Crystal Wales (Marsh),

PUBLIC COMMENT

The public comment period was announced and members of the public body in attendance were offered the opportunity to make comments on any of the agenda items. There were no public comments.

CONSENT AGENDA

Minutes



The minutes of the February 19, 2026, meeting were previously distributed and included as Attachment A of the meeting packet. There were no changes or corrections to the minutes.

Next Meeting

The next meeting of the PPGA Board of Directors is scheduled to be held virtually on Wednesday, June 17, 2026.

Financial Report

Financial Statements and Disbursements for the periods ended December 2025, January 2026, and February 2026 were previously distributed.

Consent Resolution

Motion: Russell Olsen moved to approve the following consent resolution. Derek Zeisler seconded the motion, which carried unanimously on a roll call vote.

CONSENT RESOLUTION

WHEREAS, certain business of the Board of Directors of the Public Power Generation Agency (PPGA) transpires on a regular and routine basis or is not of a controversial nature; and,

WHEREAS, roll call votes on each individual issue greatly extended the meeting time.

NOW, THEREFORE, BE IT RESOLVED BY THE PPGA Board of Directors that in the interest of economizing time, yet complying with the Open Meetings Act of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution:

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the minutes of the February 19, 2026, meeting are hereby approved.

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the next meeting will be held virtually on Wednesday, June 17, 2026.

BE IT FURTHER RESOLVED BY the PPGA Board of Directors that the Financial Statements and Disbursements for the periods ended December 2025, January 2026, and February 2026 are hereby accepted.

REPORTS AND RECOMMENDATIONS

Finance Committee Report

Supplemental Bond Resolution for the issuance of Whelan Energy Center Unit 2 Revenue Refunding Bonds in one or more Series to refund some or all of PPGA's outstanding 2009 Series B, 2015 Series B, and 2016 Series A Bonds and a general resolution authorizing



contracts and documents related to the issuance of the refunding bonds and the refundings, and related activities

A proposed bond refunding transaction involving the 2015B, 2016A, and 2009B (Build America Bonds), subject to market conditions was presented. Representatives from PFM, Bank of America, and Hawkins Delafield & Wood provided updates on market volatility, projected savings targets, legal documentation, and transaction timing.

The following documents were previously distributed to directors and included as attachments B through H of the meeting packet: Seventh Supplemental Whelan Energy Center Unit 2 Revenue Bond Resolution authorizing Whelan Energy Center Unit 2 Revenue Refunding Bonds 2026 Series A; General Resolution Relating to the Sale, Issuance and Delivery of Whelan Energy Center Unit 2 Revenues Bonds; a Draft of the Preliminary Official Statement; a Draft of the Continuing Disclosure Undertaking (CDU); Draft of the Bond Purchase Contract; a Draft of the 2026A Escrow Deposit Agreement (2009B Bonds); and a Draft of the 2026A Escrow Deposit Agreement (2016A Bonds)

The Board reviewed the General Authorizing Resolution and the Seventh Supplemental Resolution authorizing the issuance of Whelan Energy Center Unit 2 Revenue Refunding Bonds, 2026 Series A, including parameters for principal amount, savings thresholds, and delegation of authority to execute documents.

Motion: Jon Borer moved to approve the General Authorizing Resolution relating to the sale, issuance and delivery of Whelan Energy Center Unit 2 Revenue Bonds and the Seventh Supplemental Resolution authorizing Whelan Energy Center Unit 2 Revenue Refunding Bonds 2026 Series A. Russell Olson seconded the motion, which carried unanimously on a roll call vote.

Insurance Renewals

Jamie Johnson, Chair of the Finance Committee, and representatives from Marsh presented the proposed 2026 insurance renewals, including property, excess liability, FINPRO including directors and officers, and crime coverage. Updated property valuation information and market conditions were reviewed. The proposed property renewal with FM Global remains subject to final negotiation.

Summary documents for PPGA's insurance program that included Crime with Travelers Insurance for a three-year term, Excess Liability with AEGIS, FINPRO Coverage including Directors and Officers with AEGIS, and Property Insurance with FM Global were previously distributed to directors and included as attachments I through L of the meeting packet:

Motion: Ryan Schmit moved to approve the following insurance policies: Crime with Travelers for a three-year term, Excess Liability with AEGIS, FINPRO coverage including Directors and Officers with AEGIS, and Property with FM Global, the terms of which are subject to final negotiation, review, and authorization by the PPGA Board Chair. Russell Olson seconded the motion, which carried unanimously on a roll call vote.



Audited Financial Statements and Communication of Audit Results

The Finance Committee Chair reported on the annual audit conducted by Forvis Mazars. The audit resulted in a clean (unmodified) opinion with no reportable deficiencies or material weaknesses noted. PPGA's 2025 Audited Financial Statements and Communication of Audit Results were included as attachments M and N of the meeting packet. The Board reviewed management's discussion and analysis and the required communication of audit results.

Motion: Russell Olson moved to accept the PPGA audited financial statements and communication of audit results including required communications for the year ended December 31, 2025. Jon Borer seconded the motion, which carried unanimously on a roll call vote.

Engineering & Operations (E&O) Committee Report

Adam Graff, chair of the PPGA Engineering and Operations Committee, reported on recent committee activity, including discussion of an upcoming boiler feed pump rebuild contract, ash hauling arrangements, SPP resource adequacy changes, and control system contract items. The committee brought forward one action item to be addressed under Joint Committee and Project Operating Agent Recommendations.

Project Operating Agent Report

Shane Stone, Project Operating Agent, provided updates on auxiliary boiler commissioning activities, the upcoming spring outage, maintenance activities, and recent legislative changes related to procurement thresholds that may require adjustments to PPGA's purchasing policy.

Joint Committee and Project Operating Agent Recommendations

PPGA 2026-07 Boiler Feed Pump Repair for WEC2

The Board considered a recommendation to award Contract PPGA 2026 07 for the rebuild of a spare boiler feed pump at WEC Unit 2. This was for the third and final boiler feed pump rebuild. Following competitive bidding, Rotating Equipment Repair of Sussex, Wisconsin was recommended as the lowest and best bidder. Formal recommendations from the E & O Committee and the Project Operating Agent were previously distributed to directors and included as attachment O of the meeting packet.

Motion: Derek Zeisler moved to award contract PPGA 2026-07 to Rotating Equipment Repair of Sussex, Wisconsin, in the amount of \$131,249.42, including freight, tax, and labor, for rebuild of the spare boiler feed pump at WEC2. Russell Olson seconded the motion, which carried unanimously on a roll call vote.

OPEN DISCUSSION AND CHAIRPERSON REMARKS

Shane Stone and Keith Leonhardt were commended for their work on the passage of Nebraska LB1108 (2026)- Change provisions related to contracts entered into by and bidding requirements and exceptions for joint entities and public power districts.



ADJOURNMENT

There being no further business, the meeting was adjourned at 11:36 a.m. (CT).

Prepared by:
Stacy Hendricks
Administrative Assistant

Released for Distribution by:
Derek Zeisler
Secretary Treasurer

Engineer's Certificate
Purchase of Toshiba Control System Upgrade
Whelan Energy Center Unit 2

Overview

The Toshiba Machine Automation Program (TOSMAP) is a distributed control system (DCS) manufactured by Toshiba America Energy Systems Corporation (TAES). TOSMAP is a critical component of Whelan Energy Center Unit 2 (WEC2) owned by PPGA. TAES' system controls the steam turbine, generator, excitation, and related systems. TAES has reviewed PPGA's existing system and has found multiple cases of obsolescence of critical hardware and software.

TAES is advising that PPGA replace the TOSMAP software, human machine interfaces (HMIs), workstations, power supplies, and controllers for the electro-hydraulic control (EHC) and automatic voltage regulator (AVR) systems. Additionally, this project would replace multiple input/output cards, converters, ethernet cards, and network devices. PPGA's existing Toshiba hardware and software was installed in 2010 and had one upgrade in 2014.

This project will update the DCS from TOSMAP-DS SR22 software to TOSMAP-DS/LX SR23, and from Windows 7 to Windows 11, which will be major updates. TAES' current proposal states that the equipment lead time is 34 months.

PPGA staff investigated bidding this project to other vendors, such as Emerson, but it has severe limitations due to TAES confidential and proprietary information. PPGA has reviewed the TAES agreement, consulted with their legal counsel, had discussions with TAES and Emerson, and have reached the consensus that the project is not feasible for a separate entity to perform the work without violating non-disclosure agreements. Additionally, for Emerson to completely replace the TAES system would be an extremely large project and affect not only the TOSMAP, AVR, and EHC system, but would expand into a full re-control and excitation project with similar non-disclosure challenges.

Prudent Utility Practice dictates that PPGA enter into agreement with TAES soon to begin the WEC2 Controls Upgrades due to the extensive lead-time. This project will not be installed until the fall outage of 2029 but will include progress payments in 2026 and potentially 2027 or 2028.

Under Nebraska Revised Statute Chapter 13, Section 13-824.01, Paragraph (5) that "...a joint entity may, without advertising or sealed bidding, purchase replacement parts or services relating to such replacement parts for any generating unit from the original manufacturer of such equipment upon certification by an engineer that such manufacturer is the only available source of supply for such replacement parts or services and that such purchase is in compliance with standards established by the governing body of the joint entity".

Factual Determination

1. The operator of WEC2, Hastings Utilities, must maintain the DCS as necessary to maintain reliable plant operation.
2. The existing WEC2 TOSMAP DCS was manufactured by TAES (Contract 145300.62.1001).
3. There are no available options for 3rd party contractors due to the non-disclosure section of the agreement to protect confidential and proprietary information.
4. The existing TOSMAP DCS is a TAES product, therefore making this a sole source solution.
5. Replacing the TAES software and hardware with a different vendor's system is not feasible due to the extensive costs
6. Attached to this certification as Attachment "A" is a copy of the quotation associated with the WEC2 TAES Controls Upgrade.

7. The purchase of the turbine controls upgrades from TAES will help WEC2 maintain a reliable operation and provide electrical power to PPGA's members.

Conclusions

Given the Factual Determination, the undersigned as a registered engineer in the State of Nebraska hereby certifies pursuant to the Nebraska Revised Statute Chapter 13, Section 13-824.01 the following: (a) the turbine controls project needed for the plant described above can only be sourced from TAES and (b) the use of the seal bid process for the purchase of the TAES upgrades for WEC2 is in my professional opinion impractical and not in the public interest.

Derek D Pfeifer, PE
April 16th, 2026



TOSHIBA

TOSHIBA AMERICA ENERGY SYSTEMS CORPORATION

6623 W. WASHINGTON STREET, WEST ALLIS, WI 53214

PHONE: (414) 475-2800

FACSIMILE: (414) 475-2858

April 1, 2026

John Fielder
EI&C Lead Technician
City of Hastings
4520 E South St, Hastings, NE 68901
Phone: (402) 462-3574
Email: jfielder@cityofhastings.org

RE: Proposal to Hastings Utilities
Whelan 2 – Control System Upgrade
TAES Proposal Q8166

Dear Mr. Fielder:

Toshiba America Energy Systems Corporation (TAES) is pleased to offer Hastings Utilities this fixed-price proposal for TOSMAP Control System Upgrade services at Whelan 2. Attached, please find the TAES proposal, which consists of the following sections:

- Section 1 — Scope of Work
- Section 2 — Optional Scope of Services
- Section 3 — Division of Responsibilities
- Section 4 — Technical Clarifications
- Section 5 — Schedule
- Section 6 — Prices
- Section 7 — Commercial Clarifications
- Section 8 — Confidentiality
- Section 9 — Attachments

We hope this proposal is of interest to you and look forward to discussing it with you. Please contact me if you have questions. Thank you.

Regards,

Tim Rizner

Tim Rizner

Account Manager

TOSHIBA AMERICA ENERGY SYSTEMS CORPORATION

Phone Number: (414) 208-8455

Email: Tim.rizner@toshiba.com

CC: Jeff Wenzel, Director of Project Management
Brad Pankow, Director Control Systems
George Lala, Manager of I&C
John Kovacic, Manager Proposals and Contracts

Section 1 — Scope of Work

This proposal comprises the replacement of the existing TOSMAP D-EHC, AVR, and HMIs.

TAES will replace the existing HMIs with two (2) Server Stations (SVS1 and SVS2) and one (1) Integrated Engineering Station (IES) computers. All HMIs will be loaded with Windows 11 operating systems.

- 1.1 Toshiba TOSMAP SR23 is provided.
 - 1.1.1 16-point graphic trending capability with dual markers.
 - 1.1.2 Tag information capability.
 - 1.1.3 Search capability from event log.
 - 1.1.4 On-line logic monitoring capability (see Figure 1).
 - 1.1.5 Allow operators to confirm logic status and set points on SVS.
 - 1.1.6 Dual monitor capability for SVS1 and SVS2 (vertical or horizontal).
 - 1.1.7 Schematic display call-up capability from main screen object.
 - 1.1.8 Event-log search function capability.
 - 1.1.9 Pre-defined group operations display with multiple controller graphic screens (see Figure 2).
 - 1.1.10 Alarm messages filtering and categorizing capability.
 - 1.1.11 On-line logic and modulation control real time status call-up capability.
 - 1.1.12 On-line control logic set point modification capability.
 - 1.1.13 One (1) year Data storage capability.

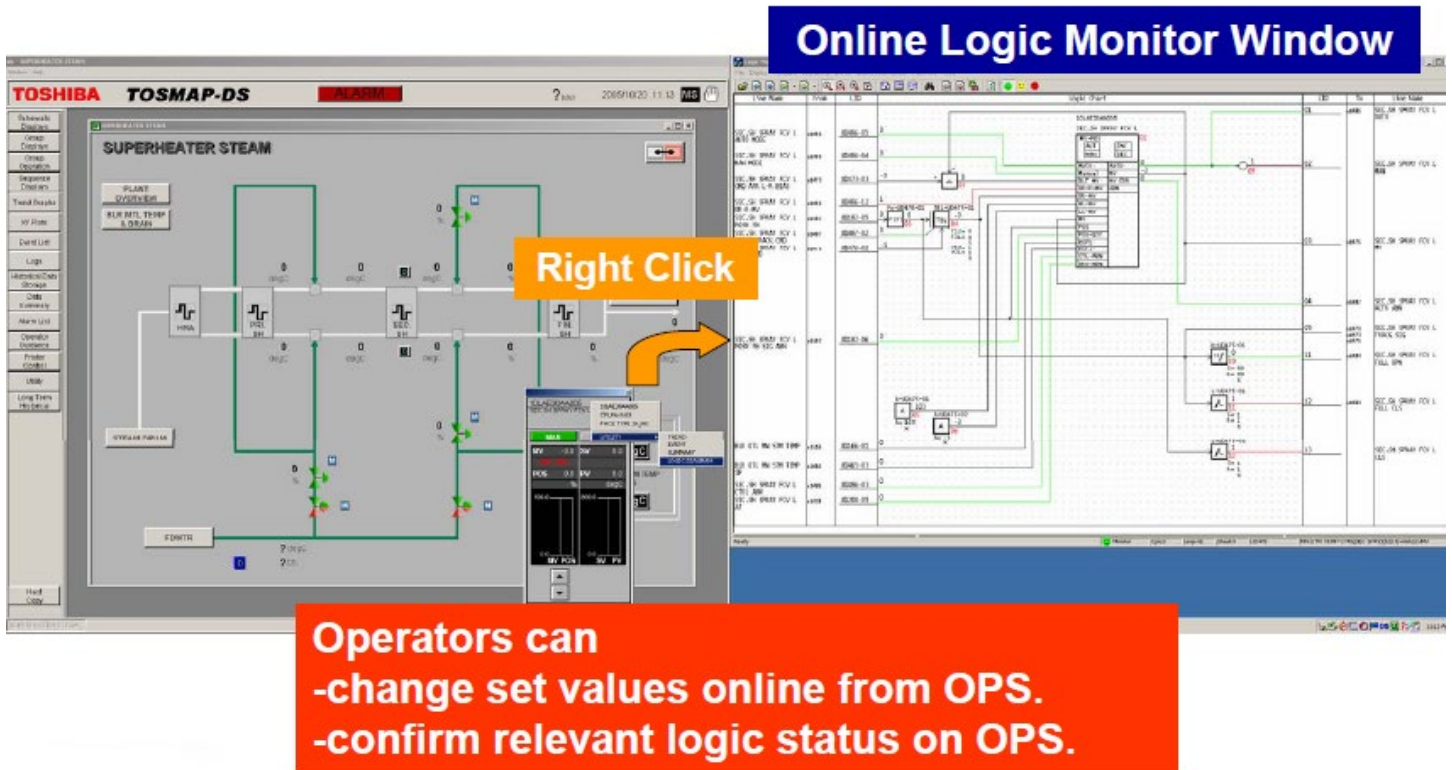


Figure 1: On-line Logic Monitor Window Display

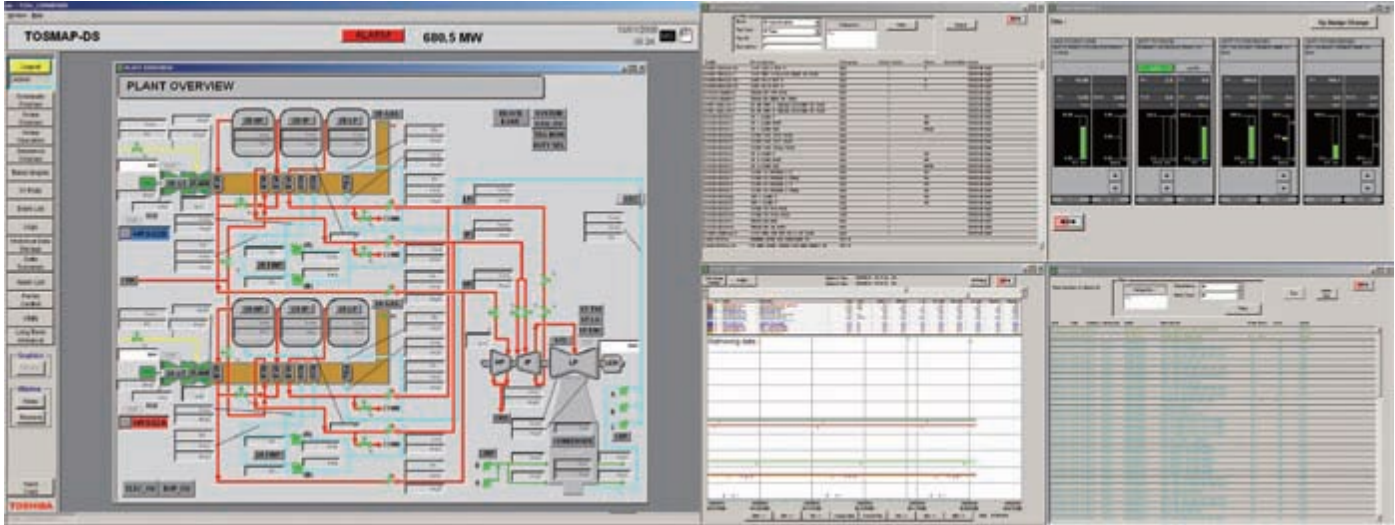


Figure 2: Group Operation Displays

Multiple controller interface graphics are provided for performing screen-based control tasks. Standard TOSMAP-LX/ev functions include event log, periodic log, sequence of events log, sequence display, X-Y plot, event list, historical data storage, data summary, operator guidance, and control logic.

1.2 Controller Engineering Interface.

1.2.1 All High-Speed Master Controllers and System Controllers will be accessible through the Integrated Engineering Station (IES) and HMIs.

1.3 D-EHC – System Controller Units – TOSMAP-LX (Qty. 2)

1.3.1 One (1) new TOSMAP-LX, CPULX02 controller per system controller unit.

1.3.1.1 32-bit microprocessor.

1.3.1.2 Minimum 20ms control cycle.

1.3.1.3 On-line control maintenance.

1.3.1.4 Flexible I/O configuration.

1.3.1.5 Non-volatile memory eliminates need for external back-up battery.

1.3.1.6 Error check and correction function for automatic memory error checking.

1.3.2 Add 24-V power supply for S/C and Protocol Converters.

1.3.3 Replace existing IO Buffer cards with Redundant Ethernet type cards.

1.3.4 Install Protocol converters for Device-Net interface (PIFL02).

1.3.5 Install Redundant RS232C to Ethernet converter for TSI interface.

1.3.6 Reuse existing D-EHC cabinets.

1.3.7 Replace D-EHC power supplies (Qty. 6).

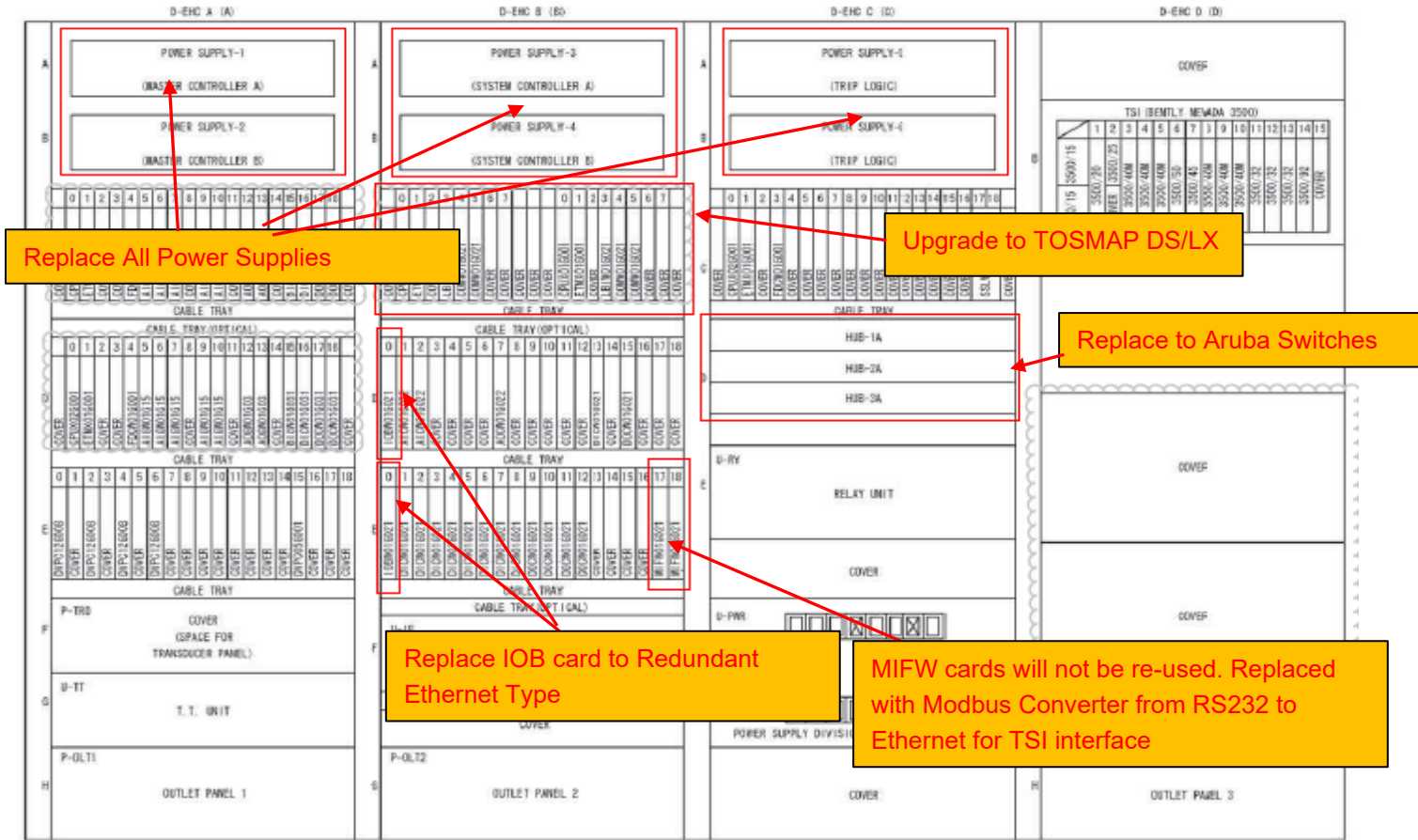


Figure 5: D-EHC Upgrade

1.5 HMI System

TAES will replace the existing HMIs with two (2) Server Stations (SVS1 and SVS2) and one (1) Integrated Engineering Station (IES) computers. All HMIs will be loaded with Windows 11 operating systems.

1.5.1 Network Equipment.

- 1.5.1.1 Six (6) total HP Aruba 24-port network switches with Fiber optic modules.
- 1.5.1.2 Installation locations are in the same location as the existing switches.

1.5.2 Human-Machine Interface (HMI) Computers (Qty. 3):

- 1.5.2.1 Two (2) Server Stations (SVS1 and SVS2)
- 1.5.2.2 One (1) Integrated Engineering Station (IES)
- 1.5.2.3 Each HMI hardware station includes:
 - 1.5.2.3.1 2U 19" Industrial Rackmount Chassis - 22.7" Rack Depth – Black
 - 1.5.2.3.2 Dual monitors for SVS1 and SVS2. 22" Widescreen Display.
 - 1.5.2.3.3 Single monitor for the IES. 22" Widescreen Display.
 - 1.5.2.3.4 One (1) keyboard.
 - 1.5.2.3.5 One (1) optical mouse.
 - 1.5.2.3.6 Microsoft Windows 11
 - 1.5.2.3.7 Stellar TXOne Anti-Virus Solution with 5 Year cycle (Each year the License must be reapplied)
 - 1.5.2.3.8 Acronis Backup Advanced for PC OEM.
 - 1.5.2.3.9 Acronis Backup Advanced Bootable Recovery Media.
 - 1.5.2.3.10 5-year, parts warranty provided by PC vendor.
 - 1.5.2.3.11 Detailed specifications available upon request.

1.5.3 One (1) HP Color Laser Printer (Model M555DN).

1.6 Installation Services

TAES will provide two (2) Instrumentation and Controls (I&C) Specialists for installation and commissioning.

- 1.6.1 Note that commissioning includes valve calibration services and 1 day onsite training.
- 1.6.2 Note that start-up support is not included in the Base Scope of Service; an optional price is provided for this service.

Section 2 — Optional Scope of Services

2.1 Option 1: Start-up Support

- 2.1.1 At the completion of the outage, mobilize to site one (1) I&C Specialist to support unit start up.
- 2.1.2 This estimate covers three (3) 10-hour days of on-site start-up support.

2.2 Option 2: Recommended Spare Parts

- 2.2.1 Pricing for spare parts is applicable only when purchased with a control system upgrade.
- 2.2.2 The following table identifies spare parts recommended for this upgrade.

Part	Quantity	System
CPUL02	2	EHC/AVR
PIFL02	2	EHC/AVR
IOBL01	2	EHC/AVR
Power Supply	1	EHC/AVR
DPML	1	EHC
Diode Module	2	EHC/AVR
Hub (IO Net)	2	EHC/AVR
Modbus Gateway	1	EHC

Section 3 — Division of Responsibilities

No.	Description	TAES	Plant
1	Obtain backup of existing control system and Pictures of cabinets internals		X
2	Control logic modification, development, and installation	X	
3	Three (3) HMI stations and one (1) color laser printer	X	
4	Two (2) D-EHC System controllers (TOSMAP-DS-Lx) and associated PIFL modules	X	
5	Two (2) AVR System controllers (TOSMAP-DS/Lx) and associated PIFL modules	X	
6	Updated TOSMAP system software	X	
7	Complete safety training as required. (Plant to provide training)	X	X
8	Site access to HMI and control system, and office support		X
9	Mounting location for supplied HMI equipment (PCs, monitors, printer, switches)		X
10	Installation, configuration, and commissioning of new equipment	X	
11	Installation of two (2) network cables for the OPC link between DCS and SVS PCs (if necessary)		X
12	CAT5e or better Network connections with RJ-45 terminations (if needed)		X
13	Fiber optic cable adapters and/or replacement of multimode fiber optic cable, to ensure 1 GB/s speed		X
14	Electrical Outlets (if needed)		X
15	Six (6) Aruba gigabit network switches	X	
16	OPC link connection (DCS) including possible DCS vendor support (if required)		X
17	Disposal of removed equipment and data destruction (if required)		X

Section 4 — Technical Clarifications

- 4.1 The unit must be offline for installation. It may be on turning gear.
- 4.2 STG cool down (approximately three days) must be completed prior to arrival of TAES support.
- 4.3 Customer is responsible for disposal of removed equipment.
- 4.4 Customer is responsible for data destruction upon equipment removal.
- 4.5 This proposal does not include Cyber Security currently because the Plant currently does not have a patching subscription.
 - 4.5.1 If this is something that the Plant would like to elect to do, it can be quoted closer to the commencement of the work.

Section 5 — Schedule

- 5.1 Base Scope of Service
 - 5.1.1 TAES estimates that equipment will be delivered to their domestic destination Thirty-four (34) months after acknowledgement of a purchase order and receipt of backup data.
 - 5.1.2 TAES estimates that the controls upgrade will require twelve (12) continuous days, working one (1) 12-hour shift per day.
 - 5.1.3 In addition, this offer includes one (1) day of onsite training regarding the upgraded hardware and control logic immediately following the completion of installation.
 - 5.1.4 TAES requires three (3) weeks prior notice for scheduling of field personnel.
- 5.2 Optional Services
 - 5.2.1 Option 1: As is noted above, this option includes three (3) days of support.
 - 5.2.2 Option 2: Spare parts will be delivered with the control system equipment.

Section 6 — Prices

- 6.1 Base Scope of Service: \$787,000.00 Fixed Price
- 6.2 Optional Services:
 - 6.2.1 Option 1: \$ 26,000.00 USD Time-and-materials Estimate.
 - 6.2.1.1 This estimate includes the cost associated with the TA mobilizing to and demobilizing from site, plus living expenses (per diem) while on site.
 - 6.2.1.2 If start-up activities coincide with the completion of the controls upgrade, an I&C Specialist already on site may support start up.
 - 6.2.1.3 The actual price will be based on signed time sheets, plus travel and living expenses, in accordance with Attachment 2, the Toshiba America Energy Systems Corporation Thermal Business Unit Fleet Rate Sheet, January 1, 2027 – December 31, 2027.
 - 6.2.2 Option 2: Included in base price.

Section 7 — Commercial Clarifications

- 7.1 TAES will perform the proposed work in accordance with the *TAES Parts and Equipment Services Terms and Conditions* (Attachment 1).
- 7.2 Payment terms are net 30 days.
 - 7.2.1 A late payment service charge of 1½% per month shall apply.
- 7.3 Invoicing shall be as follows:
 - 7.3.1 Base Scope
 - 7.3.1.1 Twenty-five percent (25%) upon acknowledgement of purchase order.
 - 7.3.1.2 Fifty percent (50%) upon delivery to site of hardware and control logic.
 - 7.3.1.3 Twenty-five percent (25%) upon demobilization after onsite training.
 - 7.3.2 Option 1
 - 7.3.2.1 One hundred percent (100%) upon completion of site work.
 - 7.3.3 Option 2
 - 7.3.3.1 Included in Base scope
- 7.4 Delivery term is DDP Whelan Unit 2 Power in accordance with Incoterms 2020.
- 7.5 Pricing does not include work performed during a holiday or holiday weekend.
- 7.6 Pricing does not include sales and use taxes, VAT, gross receipts, excise taxes and other local and state taxes, fees, and/or any security instrument cost.
- 7.7 This offer shall remain valid for 30 calendar days from receipt of the proposal.
- 7.8 The above price and delivery are subject to prior sale.
- 7.9 Any work required beyond what is outlined in Section 1, Scope of Work, shall be considered extra work.
 - 7.9.1 This includes additional time or delays (including standby time) outside the direct control of TAES or its subcontractors, repair work, excess time required for changes in scope due to unexpected site conditions or added scope.
 - 7.9.2 Extra work will be billed in accordance with rate sheets that will be sent closer to the start of the work.

- 7.10 TAES reserves the right to adjust at any time the pricing stated in this proposal before the commencement of the services if there are any changes to the scope of such services as described in this quote. In addition, after the commencement of the corresponding services, Customer agrees that in the event of special circumstances whereby TAES faces changed conditions respecting its supply of, or prices for raw materials, equipment, equipment components, utilities, fuel, labor (minimum wage increase of more than 5%), fluctuation in the currency exchange rate for components sourced, and/or transportation (including government imposition of trade remedies that increase the costs of Supplier, including, without limitation, anti-dumping duties and countervailing duties or any change in applicable law or regulation), TAES shall have the right to increase the prices of the Products/Equipment/Services or Work stated in this quote or as agreed to by the parties or supply agreement. If TAES makes such an election, we will notify the Customer prior to such price increase becoming effective.
- 7.11 Replacement parts are not included in the above price unless explicitly identified in this proposal.

Section 8 — Confidentiality

- 8.1 This offer contains information proprietary to TAES; it is submitted in confidence and is to be used solely for the purpose for which it is furnished and returned upon request.
- 8.2 This document and information are not to be reproduced, transmitted, disclosed, or used otherwise in whole or in part without the written authorization of TAES.

Section 9 — Attachments

- 9.1 **Attachment 1:** TAES Parts and Equipment Services Terms and Conditions



TAES PARTS, EQUIPMENT AND SERVICES TERMS AND CONDITIONS

TERMS APPLICABLE Unless otherwise agree to in writing by an authorized representative of Toshiba America Energy Systems Corporation ("TAES"), these terms and conditions shall apply to TAES' proposal and any resulting Contract.

1. SCOPE TAES will provide parts, equipment, and services to the extent required by the Scope of Work ("Work") per Exhibit A attached hereto. If Work is to be performed at Purchaser's site, TAES and any of its subcontractors shall comply with the Purchaser's published and posted site rules.

2. DELIVERY TERMS All parts, equipment, and services shall be delivered to the location specified by the Contract. Risk of loss for Work will pass to Purchaser upon delivery to Purchaser.

3. PAYMENT Invoice(s) received by the Purchaser shall be paid in U.S. Dollars no later than 30 calendar days after receipt by the Purchaser. In the event the Purchaser takes exception to any invoiced item(s), the Purchaser may withhold payment of said item(s). In such a case, the Purchaser shall promptly notify the TAES in writing, explaining in detail the item(s) questioned, the reason for the exception, and what information or documentation the Purchaser requires before payment will be made.

4. ETHICS Both Parties acknowledge and agree that all business activities shall be conducted ethically, with integrity, and in good faith full compliance with the laws and regulations applicable to those activities. No employee of TAES is authorized to ask the Purchaser to operate on TAES's behalf in an illegal manner or in contravention of TAES's business-conduct policies. Should the Purchaser ever receive, directly or indirectly from TAES's Representative, a request that the Purchaser believes is contrary to the provisions of this Article, the Purchaser shall immediately notify TAES's General Counsel.

5. TERMINATION Purchaser may terminate the Contract only upon written notice to TAES and upon payment to TAES of cancellation charges in accordance with the cancellation schedule provided in the Contract, or if none is provided, reasonable and proper termination charges, including but not limited to, all costs incurred prior to the notice of termination and all expenses incurred by TAES attributable to the termination, plus a fixed sum of ten (10) percent overhead and profit on the termination costs. No termination by Purchaser for default shall be effective unless, within fourteen (14) days after receipt by TAES of Purchaser's written notice specifying such default, TAES fails to commence and diligently pursue correction of such default.

TAES may terminate the Contract for convenience under this section due to Force Majeure, delay or suspension by Purchaser, upon fourteen (14) days' written notice to Purchaser, after an event of Force Majeure, delay or suspension lasting in aggregate one hundred and eighty (180) days after the Force Majeure, delay or suspension occurrence date.

6. SUSPENSION Purchaser may, at its convenience and in its sole discretion, by written notice to TAES, suspend at any time the performance of the Contract. Seller shall be entitled to an equitable adjustment to the price and schedule due to such suspension. TAES shall be entitled to suspend Work until TAES receives written confirmation/notice of such equitable adjustment.

7. CHANGES TAES shall notify Purchaser of any act, event, or condition that may entitle TAES to a change that affects TAES' cost or time of performance of the Work due to any change of laws, codes, standards, regulations, tariff's and /or Purchaser's rules and regulations or impact by Purchaser occurring after the Effective Date of the Contract. Should any such change increase or decrease the cost of, or the time required for, performance, then TAES shall notify Purchaser in writing of such change and Purchaser and TAES shall negotiate in good faith an equitable adjustment in the price and/or schedule prior to TAES proceeding with such change. TAES will undertake additional services within the general scope of the originally contemplated Work, but reserves the right to require Purchaser to confirm in writing, its acceptance of additional Works that are outside the scope of those originally contemplated.

8. TAXES Any applicable duties or sales, use, excise, value-added or similar taxes will be added to the Contract price. In lieu thereof, the Purchaser may provide TAES with an exemption or direct-pay certificate acceptable to the taxing authorities. If a valid exemption certificate is provided after an invoice has been issued, a credit or refund of the taxes will be issued to Purchaser after such taxes have been received in full by TAES from the taxing authorities. Excluding the foregoing, TAES shall be solely responsible for payment of all taxes pertaining to TAES' business operations.

9. WARRANTY TAES warrants that the Parts, Equipment, or Services sold by TAES to Purchaser will be free from defects in materials and workmanship. This warranty shall expire eighteen (18) months after the date on which the Parts and/or Equipment are delivered by TAES to the Purchaser or twelve (12) months after the Parts and/or Equipment are first placed in operation, whichever period shall first expire; and for Services, twelve (12) months after the completion of the Services ("Original Warranty Period"). If the Parts, Equipment, or Services fail to conform to the foregoing warranty, TAES shall, at its sole discretion; repair or replace the Parts and/or Equipment, or update or reperform Services, free of charge; or refund the purchase price paid for any such nonconforming Services; provided Purchaser (1) promptly notifies TAES in writing of the nonconformity, (2) furnishes TAES satisfactory proof thereof, and (3) if requested by TAES, returns the nonconforming parts, equipment, or software to TAES and pays all expenses incurred in connection with such return. The repaired or replacement equipment, part or software, shall be delivered, free of charge, to Purchaser, FCA TAES designated facility or at TAES's option, FCA a TAES authorized service shop, not loaded on truck or other carrier (INCOTERMS 2010). Purchaser shall pay all costs following such delivery, including, without limitation, all handling, transportation, assembly, installation, insurance, testing, and inspection charges. In no event shall TAES have any warranty obligation for nonconforming Parts and/or Equipment beyond twenty four (24) months from the start of the Original Warranty Period. The warranty excludes (1) normal wear and tear; (2) Parts and/or Equipment that have not been properly stored, assembled, installed, serviced, maintained, operated, or used within the limits of rated capacity and normal usage; (3) Parts and/or Equipment not used in accordance with current operating and maintenance instructions furnished by TAES, and (4) Parts and/or Equipment that have been altered or modified in any manner without the written consent of TAES; (5) consumables; or (6) other such causes outside TAES's control. THE FOREGOING OBLIGATION TO REPAIR, REPLACE, UPDATE SOFTWARE, REPERFORM; OR REFUND THE PURCHASE PRICE PAID FOR SERVICES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER, ITS CUSTOMERS AND USERS OF THE PARTS, EQUIPMENT OR SERVICES FOR THE BREACH OF THE FOREGOING WARRANTY. TAES SHALL HAVE NO OBLIGATION TO DISASSEMBLE ANY NONCONFORMING PARTS AND/OR EQUIPMENT OR TO INSTALL ANY REPAIRED OR REPLACEMENT PART, EQUIPMENT OR SOFTWARE OR TO PAY ANY COSTS INCURRED IN CONNECTION WITH SUCH DISASSEMBLY OR INSTALLATION NOT INCLUDED IN THE ORIGINAL WORK. THERE ARE NO OTHER WARRANTIES AND TAES HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Each Party represents and warrants to the other that (a) it has the full right, power and authority to enter into this Agreement and any Purchase Order and to perform its obligations hereunder and thereunder; and (b) the execution of this Agreement and any Purchase Order by its representative shall have been duly authorized by all necessary corporate action.

10. INTELLECTUAL PROPERTY RIGHTS Purchaser acknowledges and agrees that TAES is the exclusive owner of all inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, created, whether or not patentable or copyrightable (collectively, "Intellectual Property") and the pre-existing intellectual property needed to create, design, develop, produce, make, supply or sell the Parts, Equipment or Services pursuant to this Contract and, in such case, Purchaser acknowledges and agrees that the TAES owns all right, title and interest in and to these intellectual property rights, inventions, and invention material.

Upon full and final payment of the Contract Price, Purchaser shall own an irrevocable, perpetual, nonexclusive, fully paid, royalty-free license to use the intellectual property to the extent necessary for the installation, operation, maintenance or repair of the Parts or Equipment or any subsystem or components thereof that have been purchased by the Purchaser from TAES.

TAES will defend and indemnify Purchaser against any claims that TAES' Parts, Equipment or Services infringe on the intellectual property of a third person, provided that this obligation shall not apply to the extent such claim is based on designs developed by or furnished by Purchaser or modifications, alterations, additions or changes made by Purchaser to the Parts, Equipment or Services supplied by TAES. Purchaser must promptly notify TAES in writing of any such claim and TAES, at its option and expense, either will remedy the infringement or obtain a license for continued use from the owner of the intellectual property. THIS PARAGRAPH SETS FORTH TAES' ONLY LIABILITY REGARDING INTELLECTUAL PROPERTY.

11. INDEMNITY TAES shall defend, indemnify and hold harmless Purchaser and its employees, agents and subcontractors from any third-party loss, liability or claim to the extent caused by TAES' negligence or willful misconduct or the negligence or willful misconduct of those for whom TAES is responsible. Purchaser shall defend, indemnify and hold harmless TAES and its employees, agents and subcontractors from any third-party loss, liability or claim to the extent caused by Purchaser's negligence or willful misconduct or the negligence or willful misconduct of those for whom Purchaser is responsible.

12. INSPECTIONS Purchaser shall have free access to the Site and TAES' facilities for inspection purposes. Any inspection or testing shall be prearranged with TAES and shall not unreasonably interfere with the performance of Work and shall be subject to TAES' requirements with respect to health, safety, security and confidentiality. Notwithstanding any provision herein to the contrary, neither the manufacturing process nor delivery will be held for inspection and testing unless hold points are negotiated up front between the Parties. In the event of any delays by Purchaser due to inspection and testing, delays the progress of the Work or causes additional expense to TAES, an equitable adjustment shall be made in the Contract Price or the time of completion, and the Contract shall be modified in writing accordingly.

13. CONSEQUENTIAL DAMAGES DISCLAIMER/LIMITATION OF LIABILITY NEITHER PARTY SHALL BE LIABLE, REGARDLESS OF LEGAL THEORY ALLEGED, FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF PROFITS, LOSS OF USE OR DOWNTIME, COST OF REPLACEMENT POWER) OF ANY NATURE, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, EXCEPT IN CONNECTION WITH ANY SUCH DAMAGES ASSERTED IN A THIRD PARTY TORT CLAIM. NOTWITHSTANDING ANYTHING ELSE IN THIS CONTRACT TO THE CONTRARY, TAES' TOTAL LIABILITY ARISING UNDER OR RESULTING FROM THIS CONTRACT SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO TAES UNDER SUCH CONTRACT.

14. CONFIDENTIALITY Confidential information shall include the terms of this Contract and any information disclosed to the receiving Party by the disclosing Party in writing or other tangible form and marked "Confidential" or, if orally or visually disclosed, confirmed in writing as being confidential within thirty (30) days after the oral or visual disclosure, or any other business, financial, technical or other information or pricing, drawings, plans, disclosures, specifications or patterns which the Parties should reasonably know is confidential or proprietary given the circumstances of such disclosure ("Confidential Information").

The receiving Party shall keep the disclosing Party's Confidential Information in confidence and shall disclose such Confidential Information to its affiliates, employees, representatives and agents only on a need to know basis and who must be subject to confidentiality obligations at least as restrictive as those herein.

Each Party further agrees, except as noted herein or except as required by law, not to disclose such Confidential Information to any third party without the prior consent of the disclosing Party.

Confidential Information subject to the restriction of this Contract shall not include (i) information already in the possession of the receiving Party as evidenced by the receiving Party's prior written records, (ii) information disclosed to the receiving Party by a third party entitled to make such disclosure, (iii) information which becomes public through no fault of the receiving Party, (iv) information developed independently by the receiving Party, or (v) information required to be disclosed pursuant to a subpoena or court order or by law, provided, however, that prior to making any such disclosure, the receiving Party will (i) provide the disclosing Party with timely advance written notice of its intent to so disclose; (ii) minimize the amount of Confidential Information to be provided consonant with the interests of the disclosing Party and its suppliers claiming a proprietary right in the Confidential Information and the requirements of the governmental authority involved; (iii) make every reasonable effort (which shall include participation by the disclosing Party, in discussions with the governmental authority involved) to secure confidential treatment of the Confidential Information to be provided. In all cases, the disclosing Party shall have the prior right to revise such information in a manner consonant with its interest and the requirements of the governmental authority involved. In the event of a breach of this Article, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, either Party shall be entitled to seek an injunction against such breach.

15. FORCE MAJEURE Neither Purchaser nor TAES shall be responsible or liable for, or deemed in breach of this Contract because of, any delay in the performance of their respective obligations pursuant to this Contract due solely to circumstances beyond the reasonable control and without the fault or negligence of the Party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; war; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure"); provided, however, the Party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the Party experiencing the Force Majeure shall promptly give oral notification to the other Party when the Party becomes aware of or in the exercise of reasonable diligence for a person in the position of a Party should become aware of the delay. Such oral notification shall be confirmed in writing within five (5) days after such Party has learned of the Force Majeure and every thirty (30) calendar days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such Party is taking and proposes to take to overcome the Force Majeure. In the event of any such delay, the date required for fulfillment of such obligation shall be automatically extended for a period equal to the time lost by reason of the delay.

16. EXPORT CONTROL LAWS Each Party represents and warrants that no technical data or Parts, Equipment or Services shall be exported from the United States without first complying with all export control laws and regulations of the United States Government, including the requirement for obtaining any export license, if applicable. The Party exporting such technical data or Parts, Equipment or Services (whether by transfer out of the country or via deemed export to foreign nationals or companies within the United States) shall first obtain the written consent for authority to export any such technical data or Parts, Equipment or Services. The Party exporting such technical data or Parts, Equipment or Services shall indemnify and hold the other Party harmless for all claims, demands, damages, costs, fines, penalties, attorneys' fees, and other expenses arising from failure of the exporting Party to comply with this clause and applicable export control laws or regulations.

17. ASSIGNMENT Neither Party shall assign this Contract without written consent of the other Party. Notwithstanding the foregoing, a Party may assign the Party's contractual position to an affiliated company (defined as a company with at least 50 percent of the same owners or shareholders), or a subsidiary company without requiring prior authorization from the other Party, but with notice to the other Party. Both Parties hereby accepts all transfers that a Party makes of this Contract for purposes of merger, transformation or generally any act of corporate reorganization.

18. NO WAIVER Unless expressly provided otherwise, failure or delay on the part of any Party to exercise any right, power or privilege under this Contract, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right shall be deemed to waive any future right, power or privilege or preclude any other future exercise thereof.

19. GOVERNING LAW All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin. The exclusive venue for enforcement of rights and obligations in this Contract is the U.S. District Court for the Eastern District of Wisconsin, Milwaukee Division or, if such court lacks subject matter jurisdiction, then the Superior Court for Milwaukee County, Wisconsin. The Parties irrevocably waive any objection they have now, or may subsequently have, to the bringing of any action or proceeding in the agreed-upon venue, including any objection to the laying of venue based on the grounds of principles of conflict of laws, based on the grounds of lack of personal jurisdiction or any failure to waive a defense of forum non conveniens.

20. DISPUTE RESOLUTION This Article shall apply to all disputes arising from this Contract, and any addendum, amendments, modifications or change orders based upon it, including disputes associated with construction, interpretation, performance, validity and enforceability of all provisions; compliance or breach of provisions or any other dispute of a legal nature arising from it. Any and all disputes between the Parties shall first be addressed by good faith dispute resolution efforts with progressive management involvement following receipt of written notice of a dispute by either Party. If the Parties are not able to reach an agreement within forty-five (45) days following such written notice, then either Party shall have the right to submit the dispute to arbitration and such claim shall thereafter be finally settled by binding arbitration under the Construction rules of arbitration of the American Arbitration Association (AAA).

21. ENTIRE AGREEMENT This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating to the same subject matter. All previous and collateral agreements including letters of intent, representations, warranties or other statements not incorporated in this Contract shall not be binding on either Party. No modifications, amendments, or supplements to this Agreement shall be effective for any purpose unless in writing signed by an officer of Purchaser and a duly authorized representative of TAES. In the event of a conflict between or among the other documents referenced in this Contract, these terms and conditions shall prevail.

22. INDEPENDENT CONTRACTOR The relationship between the Parties is that of independent contractors. Nothing contained in this Contract or in any other document or agreement related to the provision of the Parts, Equipment and/or Services shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Contract or any order.

23. UNENFORCABILITY In the event that any provision in this Contract is illegal, contrary to public policy, or otherwise unenforceable, then such provision shall be deleted from the Contract leaving the remainder of this Contract legal, valid and enforceable. The deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect as the illegal or unenforceable provision was intended to have. If any provision of this Contract is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein.

24. SURVIVAL The following Sections shall expressly survive expiration or termination of the Contract: Articles 11 (Indemnity), 14 (Confidentiality), 5 (Termination), 13 (Consequential Damages Disclaimer/Limitation on Liability), 9 (Warranty), 20 (Dispute Resolution) and any other section that, by its express terms, is stated to survive termination.

25. COUNTERPARTS This Contract may be executed in two (2) or more electronic counterparts, each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such counterpart shall be deemed an original, and it shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart.

26. CHANGE ORDER FOR EXTRA WORK No extra work or other material change to Parts, Equipment or Services shall be made unless pursuant to a written Change Order issued by Purchaser and accepted by TAES (each, a "Change Order"), and no claim for an addition to or reduction of the Contract Price or for an extension or reduction of any time(s) of performance caused thereby shall be valid unless pursuant to a mutually acceptable Change Order.