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# Exhibit A Term Sheet For Power Purchase Agreement – PMPA's Catawba Nuclear Project December 2024

Seller: PMPA

**Purchaser:** [Respondent]

**Product:** Must-take unit contingent entitlements to nuclear capacity and energy from PMPA's Catawba Project. After reflecting PMPA's reliability exchanges with Duke Energy Carolinas, LLC ("DEC") and the other Catawba Owners, power purchased would be comprised of approximately equal entitlements to four (4) nuclear generating units (Catawba Unit 1, Catawba Unit 2, McGuire Unit 1, and McGuire Unit 2).

**Term:** Scenario 1: January 1, 2026 through December 2043

Scenario 2: January 1, 2026 through December 2063 (assuming 20-year

Subsequent License Renewals are granted by the NRC)

**Capacity Purchase Quantity:** 50 MW

**Hourly Energy Quantity:** (50 MW/284.8 MW) X Catawba Project Output ("CPO")

CPO is defined as PMPA's Catawba Project Output in any given hour, which will be a function of the actual output from each of the four nuclear units. The 284.8 MW is PMPA's current Maximum Dependable Capability ("MDC") rating associated with its Catawba Project Entitlements (hereinafter referred to as "Catawba Project Capacity").

**<u>Delivery Point(s)</u>**: Catawba / McGuire Nuclear Station busbar(s), the point(s) in which the Catawba and McGuire plant output is delivered to the DEC transmission system grid.

Pricing Concept: Entitlements to PMPA's Catawba Project Capacity and associated energy output would be priced to mimic a pro-rata ownership share of PMPA's Catawba Project (including the reliability exchanges). The asset value component for the Catawba Project Capacity will be in the form of either 1) an up-front payment, or 2) a levelized payment over the 10-year period (2026-2035), at Purchaser's one-time option. The ongoing monthly operating costs will include a pro-rata share of the cost of capital additions, operation and maintenance and administrative and general costs allocated to Catawba, as incurred, all pursuant to PMPA's Operating Agreement with DEC, along with property taxes, decommissioning accruals, and PMPA's Catawba Project related A&G. The energy component will be designed to recover PMPA's nuclear fuel amortization costs and net reliability exchange payments.

#### **Asset Value Payment:**

The up-front payment for PMPA's Catawba nuclear asset would be \$\_\_\_\_\_/kW times 50,000 kW. In lieu of the up-front payment, Purchaser can choose to make levelized

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annual payments for calendar years 2026 through 2035. The levelized payment would be based on (i) the agreed upon up-front payment, (ii) a 10-year payback term (the period that begins in 2026 and extends through December 2035), and (iii) a carrying cost rate of 6.0%.

#### **Non-Fuel Operating Costs:**

The monthly non-fuel operating costs for PMPA's Catawba Project will include Catawba capital additions, operation and maintenance, allocated administrative and general expenses of DEC, certain DEC operating fees, property taxes, decommissioning accruals, and PMPA's Catawba Project related A&G. The monthly non-fuel operating costs rate will be expressed per unit (kW) of Catawba Project Capacity and be applied to the Capacity Purchase Quantity.

Monthly Fuel-Related Operating Costs: The fuel-related energy costs will be allocated to the Purchaser based on the average nuclear fuel amortization rate at the Catawba Units, adjusted by the McGuire reliability exchange payments, all expressed per unit of net annual Catawba Project Output (after reflecting the reliability exchanges) and applied to the sum of the Hourly Energy Quantities for the month.

**Scheduling:** Purchaser will be responsible for taking delivery of the output of the Catawba Project entitlements through a dynamic scheduling arrangement. PMPA will commit to keeping Purchaser abreast of the real-time status of the Catawba Project units, along with their planned/scheduled outages.

<u>Transmission Costs:</u> Purchaser will be responsible for arranging transmission service from DEC (and potentially other transmission providers) to facilitate transmission from the Catawba/McGuire busbar(s), the Delivery Point, to Purchaser's target destination.

**Re-Marketing Efforts:** In cases where Purchaser elects not to receive its pro-rata share of energy from the Project, PMPA will, if requested by Purchaser, make best efforts to remarket such energy on Purchaser's behalf at no financial detriment to PMPA.

<u>Power Uprates</u>: Purchaser will have the right but not the obligation to participate in capital additions "uprate" projects associated with increasing the MNDC of the Catawba Units on a pro-rata basis.

<u>Purchaser Rights & Obligations under PPA</u>: It is understood by both Parties that this PPA is structured to mimic the rights and obligations that Purchaser would have under an ownership structure. Purchaser will be expected to share, on a pro-rata basis, in all costs associated with PMPA's ownership and/or energy rights in the Catawba/McGuire Units. Likewise, Purchaser will have similar rights as those of PMPA, including its pro-rata share of any benefits or credits that are received by PMPA such as refunds, insurance proceeds, etc.

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## **Environmental Attributes**

To the extent carbon legislation or regulations are imposed on emissions of carbon dioxide from fossil-fueled generation during the term of this power purchase agreement, Purchaser would agree to pay PMPA one-half of the costs associated with the cost of carbon emissions from an equivalent amount of energy deemed to have been generated from a combined cycle generating facility.

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