

**Confirmation Letter #6**

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates (“**RECs**”) pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated May 13, 2020 (the “**Agreement**”) and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

**Basic Commercial Terms:**

Trade Date:	May 5, 2021
Transaction Reference:	18342
Seller:	[REDACTED]
Buyer:	Puget Sound Energy, Inc.
Facility:	Seller's choice
Eligible Renewable Resource Type:	Seller's choice
Geography:	Seller's choice
Period Type [Generation, Reporting]:	Generation
Time Period:	July 01, 2020 - December 31, 2020
Product Quantity (REC):	10,742
Contract Price (\$/REC):	[REDACTED] USD

**Product Specific Terms:**

Applicable Standard(s):	WA RPS Compliance
Environmental Attributes retained by Seller, if any:	None
Media Rights Conferred [yes, no]	No

**Delivery Terms:**

Delivery Date:	On or before July 15, 2021
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm
Applicable Tracking System:	WREGIS
Buyer Tracking Account Name:	
Attestation Form:	None - Tracking System only
Buyer Delivery Contact [Name, Email]:	Tricia Fischer, tricia.fischer@pse.com
Seller Delivery Contact [Name, Email]:	Trade Operations, [REDACTED]

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

[REDACTED]	<b>Puget Sound Energy, Inc.</b>
Signature [REDACTED]	Signature <i>Chris Smith</i>
Name [REDACTED]	Name Chris Smith
Title Director, Trade operations	Title Manager Trading
Date June 4, 2021	Date 06/02/2021

**Confirmation Letter #8**

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates (“**RECs**”) pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated May 13, 2020 (the “**Agreement**”) and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

**Basic Commercial Terms:**

Trade Date:	May 20, 2021
Transaction Reference:	18553
Seller:	[REDACTED]
Buyer:	Puget Sound Energy, Inc.
Facility:	Seller's choice
Eligible Renewable Resource Type:	Seller's choice
Geography:	Seller's choice
Period Type [Generation, Reporting]:	Generation
Time Period:	January 01, 2020 - December 31, 2020
Product Quantity (REC):	27,423
Contract Price (\$/REC):	[REDACTED] USD

**Product Specific Terms:**

Applicable Standard(s):	Wash. Rev. Code Sec. 19.285 et seq.; Wash. Admin. Code Sec 480-109
Environmental Attributes retained by Seller, if any:	None
Media Rights Conferred [yes, no]	No

**Delivery Terms:**

Delivery Date:	On or before July 15, 2021
Delivery Obligation [Firm, Unit Contingent, Project Contingent]:	Firm
Applicable Tracking System:	WREGIS
Buyer Tracking Account Name:	
Attestation Form:	None - Tracking System only
Buyer Delivery Contact [Name, Email]:	Tricia Fischer, tricia.fischer@pse.com
Seller Delivery Contact [Name, Email]:	Trade Operations, [REDACTED]

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

[REDACTED]	<b>Puget Sound Energy, Inc.</b>
Signature [REDACTED]	Signature <i>Chris Smith</i>
Name [REDACTED]	Name Chris Smith
Title Director, Trade Operations	Title Manager Trading
Date June 4, 2021	Date 06/03/2021

**Execution Copy**

**GOLDEN HILLS WIND PROJECT**

**POWER PURCHASE AGREEMENT**

**between**

**PUGET SOUND ENERGY, INC.**

**as Purchaser**

**and**

**GOLDEN HILLS WIND FARM LLC**

**as Seller**

**dated as of**

**May 28, 2020**

**SHERMAN COUNTY, OREGON**

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- Annex I - Definitions
- Exhibit A - Wind Project Configuration
- Exhibit B - Contract Rate and Capacity Payment
- Exhibit C - Attestation Form
- Exhibit D - Form of Seller's Guaranty
- Exhibit E - Form of Letter of Credit
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- Exhibit G - Milestone Schedule
- Exhibit H - Firm Winter Super Peak Hour Quantities
- Exhibit I - Transmission Protocol
- Exhibit J - Guaranteed Availability
- Exhibit K - Portfolio Resources



## POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this “Agreement”) is made this 28<sup>th</sup> day of May 2020 (the “Effective Date”), by and between Puget Sound Energy, Inc., a Washington corporation (“Purchaser”) and Golden Hills Wind Farm LLC, a Delaware limited liability company (“Seller”). Purchaser and Seller are each individually referred to herein as a “Party” and collectively as the “Parties”.

### WITNESSETH:

WHEREAS, Seller is developing a Wind Project (defined below) with an anticipated aggregate nameplate capacity of approximately two hundred (200) MW on a site located in Sherman County, Oregon, to be constructed in the configuration as more particularly described in Exhibit A hereto; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase and receive, the Delivered Energy (including the Firm Winter Energy) and the Attributes from the Wind Project, on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

### ARTICLE 1 GENERAL TERMS AND CONDITIONS

**1.1 Definitions.** The capitalized terms in this Agreement shall have the meanings set forth herein, including in the definitions attached and incorporated hereto as Annex I, whether singular or plural or in the present or past tense.

**1.2 Interpretation.**

(a) Any reference to an agreement or document (including those set forth electronically on an internet web site) or a portion or provision thereof shall be construed as a reference to same as has been, or may be, amended, supplemented or otherwise modified and in effect from time to time;

(b) Any reference to Applicable Law and to terms defined in, and other provisions of, Applicable Law (including those set forth electronically on an internet web site) shall be references to the same (or a successor to the same) as has been, or may be, amended, supplemented or otherwise modified and in effect from time to time during the Term;

(c) Any reference to a Person or entity shall include that Person or entity’s successors and permitted assigns;

(d) Any reference to a Governmental Authority shall be construed as including a reference to any Governmental Authority succeeding to all or a portion of its functions and capacities during the Term;

(e) Any reference to a particular Article, Section, Exhibit or Annex shall be a reference to the relevant Article of, Section of, Exhibit to, or Annex to, this Agreement, unless specifically noted otherwise;

(f) The words “herein,” “hereafter,” “hereunder” and similar words shall be construed as a reference to this Agreement as a whole and not to any particular portion or provision of this Agreement;

(g) Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to other types of Persons and vice versa;

(h) All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied;

(i) References to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time;

(j) The masculine shall include the feminine and neuter and vice versa;

(k) Whenever this Agreement refers to a number of days, such number shall refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made (or an obligation be performed or a requirement be satisfied) on or by a day that is not a Business Day shall be construed as a requirement that the payment be made (or obligation be performed or requirement be satisfied) on or by the next following Business Day; and

(l) Whenever the term “include,” “includes” or “including” is used herein, such term shall be deemed to be followed by the words “without limitation” and construed as being illustrative and inclusive of but not exhaustive or limited to the items that follow.

## **ARTICLE 2**

### **SALE AND PURCHASE OF ENERGY; OPERATION**

**2.1 *Purchase and Sale.*** In accordance with the terms and conditions hereof, commencing on the Commercial Operation Date, Seller shall sell and deliver to Purchaser at the Delivery Point and Purchaser shall purchase and accept from Seller at the Delivery Point the Delivered Energy (including the Firm Winter Energy), and all Attributes associated with the Metered Energy.

(a) Energy and Attributes. Except as set forth in Section 2.1(b) below with respect to Winter Super Peak Hours, in accordance with the terms and conditions hereof, commencing on the Commercial Operation Date and continuing during each hour occurring through the remainder of the Term, Seller shall sell and deliver to Purchaser at the Delivery Point and Purchaser shall purchase and accept from Seller at the Delivery Point all Delivered Energy together with all Attributes associated with the Metered Energy.

(b) Winter Super Peak Hours. In accordance with the terms and conditions hereof, commencing on the Commercial Operation Date and continuing during each Winter Super Peak Hour occurring during a Winter Period through the remainder of the Term, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and accept from Seller at the Delivery Point, (y) [REDACTED] megawatt-hours ([REDACTED] MWhs) of Energy on a Firm (LD) basis (“Firm Winter Energy”), plus, if and to the extent the amount of Scheduled Energy is greater than [REDACTED] megawatt-hours ([REDACTED] MWhs), the amount of Scheduled Energy in excess of [REDACTED] megawatt-hours ([REDACTED] MWhs), and (z) all Attributes associated with the Metered Energy during such Winter Super Peak Hour.

(i) Winter Super Peak Hour Adjustments. Subject to this Section 2.1(b)(i), Purchaser shall have the right to make certain adjustments to the Winter Super Peak Hours for a Winter Period, and otherwise the right to request other adjustments. Purchaser shall make any such adjustment or request on or before May 15th of the calendar year immediately prior to the Winter Period in question by delivering to Seller a table, in a form substantially similar to the table set forth in Exhibit H, specifying which hours of the day are Winter Super Peak Hours. If the table delivered by Purchaser specifies [REDACTED] Winter Super Peak Hours that all fall within the period comprising HE [REDACTED] to HE [REDACTED] and HE [REDACTED] to HE [REDACTED], Exhibit H shall be revised according to Purchaser’s table, without any other changes to this Agreement. If the table delivered by Purchaser specifies a total of Winter Super Peak Hours in excess of or less than [REDACTED] hours in any twenty-four (24) hour period, or identifies any Winter Super Peak Hours that fall outside of the period comprising HE [REDACTED] to HE [REDACTED] and HE [REDACTED] to HE [REDACTED], within forty-five (45) days of such request, Seller will deliver notice to Purchaser of any equitable adjustment to the Contract Rate necessary to support Purchaser’s request. Within forty-five (45) days of Purchaser’s receipt of such notice, Purchaser shall provide Seller with notice of whether Purchaser elects to adjust the Winter Super Peak Hours and the Contract Rate, accordingly. If Purchaser makes such election, Exhibit B and Exhibit H shall be revised accordingly. If Purchaser does not make such election or fails to respond to Seller’s notice, no change in the Winter Super Peak Hours or the Contract Rate shall be made.

(ii) Firm Winter Energy Source. In fulfillment of Seller’s Firm Winter Energy delivery obligations, during every Winter Super Peak Hour Seller will first deliver to the Delivery Point all Metered Energy generated from the Wind Project. In the event that the Energy output from the Wind Project is insufficient in any given hour to achieve the Firm Winter Energy delivery obligation for such hour, Seller shall deliver such Firm

Winter Energy from other generating resources that Seller owns, controls or has access to as set out in Exhibit K, which may be updated from time to time by agreement of the Parties (such generating resources together with the Wind Project the “Portfolio Resources”) and/or procure such Firm Winter Energy from third parties; provided, that at all times Seller shall deliver Firm Winter Energy in compliance with Applicable Law and the restrictions set forth in Section 2.1(d).

(iii) Scheduling and Excess Energy. Seller’s obligation to deliver, and Purchaser’s obligation to receive, Firm Winter Energy shall be on a Firm (LD) basis. Firm Winter Energy must be scheduled in accordance with Section 2.10. Except as contemplated above with respect to Scheduled Energy that exceeds Seller’s Firm Winter Energy delivery obligation, Seller shall not deliver Firm Winter Energy that exceeds the Firm Winter Energy delivery obligation in any given Winter Super Peak Hour, and Purchaser shall be under no obligation to purchase such excess Energy. During any Winter Super Peak Hour, Seller may not sell Energy from the Wind Project that is in excess of the applicable Firm Winter Energy delivery obligation for such Winter Super Peak Hour to any other Person, in accordance with Applicable Law.

(c) Test Energy. In accordance with the terms and conditions hereof, subsequent to the commissioning of the first Turbine and continuing during each hour until the Commercial Operation Date, Seller shall sell and deliver to Purchaser at the Delivery Point and Purchaser shall purchase and accept from Seller at the Delivery Point all Test Energy together with all Attributes associated with the Test Energy. “Test Energy” means all energy produced by the Turbines actually installed and commissioned as part of the Wind Project and scheduled by Seller for delivery to the Delivery Point in accordance with Section 2.10(a).

(d) Certain Restrictions. In no event shall Seller have the right to (i) procure any element of the Delivered Energy or Attributes from sources other than the Wind Project for sale or delivery to Purchaser under this Agreement (excepts as described above in Section 2.1(b) with respect to Winter Super Peak Hours), (ii) procure any element of Firm Winter Energy from “unspecified resources” (within the meaning of RCW 80.80) in an aggregate MWh quantity that exceeds twelve percent (12%) of total Energy deliveries for the Contract Year in which the unspecified resources were delivered, or (iii) update Exhibit K with a Portfolio Resource that does not meet the Emission Performance Standard defined in RCW 80.80, or (iv) except for in accordance with Section 2.4, sell Energy or Attributes from the Wind Project to any other Person. Additionally, Seller shall not deliver any Energy from a “coal-fired resource” as defined in RCW 19.405.020 as of the Effective Date. In the event that Seller delivers Energy from a coal-fired resource, Seller shall pay to Purchaser, as liquidated damages, an amount equal to the greater of (A) one hundred, fifty dollars (\$150) or (B) the penalty set forth in RCW 19.405(1)(a)(i), as adjusted by RCW 19.405(1)(b), per megawatt-hour of Energy delivered from a coal-fired resource. Within ten (10) Business Days of knowledge of the occurrence of delivery from a coal-fired resource, Seller shall provide written notice of any such delivery of Energy from a coal-fired resource to Purchaser and Seller shall deliver to Purchaser a remedial action plan (“Source

Remedial Action Plan”) that describes in detail a reasonable course of action and plan that Seller shall take to prevent future delivery of Energy from a coal-fired resource.

(e) Purchaser’s Rights. At its sole discretion, Purchaser may re-sell or use for another purpose all or a portion of the Delivered Energy and Attributes. Purchaser will have exclusive rights to offer, bid, or otherwise submit the Delivered Energy and Attributes for re-sale in the market, and retain and receive any and all related revenues.

**2.2 Contract Rate; Capacity Payment.**

(a) Energy Payment.

(i) Energy Payment Other than for Winter Super Peak Hours. For all Delivered Energy (except Test Energy) delivered during any hour other than a Winter Super Peak Hour during the period from and including the Commercial Operation Date and continuing throughout the Term, Purchaser shall pay Seller an amount equal to the applicable Contract Rate set forth in Exhibit B *multiplied by* each MWh of Metered Energy (rounded to the third decimal point). Each month, the Seller’s invoice for Energy deliveries in the prior month will include an hourly imbalance adjustment calculated as follows:

(A) If, during any such hour, the Delivered Energy for such hour is greater than the Metered Energy for such hour (such excess energy, a “Surplus Delivered Amount”), Purchaser shall pay Seller (or, in the case of negative pricing, Seller shall credit Purchaser) an amount equal to (y) the [REDACTED] Price for the relevant hour, *multiplied by* (z) each MWh of the Surplus Delivered Amount (rounded to the third decimal point); *or*

(B) If, during any such hour, the Delivered Energy for such hour is less than the Metered Energy for such hour (such deficiency, a “Surplus Metered Amount”), Seller shall provide a credit to Purchaser in an amount equal to (y) the [REDACTED] Price for the relevant hour, *multiplied by* (z) each MWh of the Surplus Metered Amount (rounded to the third decimal point).

(ii) Energy Payment for Winter Super Peak Hours. For all Delivered Energy (except Test Energy) delivered during a Winter Super Peak Hour during the period from and including the Commercial Operation Date and continuing throughout the Term, Purchaser shall pay Seller an amount equal to the applicable Contract Rate set forth in Exhibit B *multiplied by* the Metered Energy (rounded to the third decimal point) for such hour. Each month, the Seller’s invoice for Energy deliveries in the prior month will include an hourly imbalance adjustment calculated as follows:

(A) If, during any Winter Super Peak Hour, the quantity of the Delivered Energy for such hour is greater than the quantity of Metered Energy for such hour, Purchaser shall pay Seller (or, in the case of negative pricing, Seller shall

credit Purchaser) an amount equal to (y) [REDACTED] Price for the relevant month, *multiplied by* (z) the quantity of MWh by which the Delivered Energy for such hour is greater than the quantity of Metered Energy for such hour (rounded to the third decimal point).

(B) If, during any Winter Super Peak Hour, the quantity of the Delivered Energy for such hour is less than the quantity of Metered Energy for such hour (such deficiency, a “Winter Surplus Metered Amount”), Seller shall provide a credit to Purchaser in an amount equal to (y) the Winter Surplus Metered Amount (rounded to the third decimal point), *multiplied by* (z) [REDACTED] Price for the relevant hour.

(iii) Energy Payment for Test Energy. Purchaser shall pay Seller for each MWh of Test Energy delivered to the Delivery Point (rounded to the third decimal point) at a rate equal to [REDACTED] ([REDACTED]%) of the Contract Rate set forth in Exhibit B for Contract Year 1.

(iv) For the avoidance of doubt, Seller shall schedule Metered Energy, Scheduled Energy, Firm Winter Energy and Delivered Energy so as to minimize the adjustments contemplated by Sections 2.2(a)(i) and 2.2(a)(ii) and may not schedule or otherwise cause any such adjustments in order to achieve any economic gain from such scheduling and delivery.

(b) Capacity Payment. Purchaser shall pay Seller an amount equal to the applicable Capacity Payment set forth in Exhibit B *multiplied by* [REDACTED] kW, each month of each Winter Period from and including the Commercial Operation Date and continuing throughout the Term. In addition to the remedies set forth in Section 2.13(a), in the event that Seller fails to deliver [REDACTED] or more MWh of Firm Winter Energy on any day during the Winter Period, and Seller’s Firm (LD) delivery obligation for such amount is not otherwise excused pursuant to the terms of this Agreement (such failure a “Capacity Failure”), the Capacity Payment shall be reduced by [REDACTED] (\$ [REDACTED]) for each day during which such a Capacity Failure occurs.

(c) Other Costs and Charges. Neither the Contract Rate nor the Capacity Payment shall be subject to adjustment on account of any tariff, regulatory, market or other similar changes. For the sake of clarity, except as provided in Section 2.2(e) below with respect to Washington State and Local Sales and Use Taxes, as between the Parties, Seller shall be responsible for any and all costs or charges imposed on or allocated to Seller or the Wind Project by any Governmental Authority or Transmission Provider (including any costs or charges allocated to Seller or the Wind Project under any OATT and associated with the Attributes of the Wind Project).

(d) Disclaimer. Other than the right and obligation to buy Delivered Energy and Attributes from Seller in accordance with the provisions of this Agreement, this Agreement shall not be interpreted to create any ownership or proprietary rights in the Wind Project in favor of Purchaser, and Purchaser hereby disclaims, any right, title or interest in any part of the Wind Project.

(e) Taxes. In addition to the amounts otherwise payable by Purchaser in accordance with this Section 2.2, Purchaser and Seller agree that the sale of Delivered Energy qualifies for a deduction from Washington public utility tax, and is exempt from, Washington State and Local Sales and Use Taxes and the sale of Attributes is not subject to Washington State and Local Sales and Use Taxes. In the event the sale of Delivered Energy and/or Attributes becomes subject to Washington State and Local Sales and Use Taxes, Purchaser shall pay (and shall indemnify and hold Seller harmless on an After-Tax Basis from and against) all Washington State and Local Sales and Use Taxes arising out of or with respect to the purchase or sale of Delivered Energy and/or Attributes that are imposed by any taxing authority at or after the Delivery Point (regardless of whether such Washington State and Local Sales and Use Taxes are imposed on Purchaser or Seller), together with any interest, penalties or additions to tax payable with respect to such Washington State and Local Sales and Use Taxes. Seller shall pay (and shall indemnify and hold Purchaser harmless on an After-Tax Basis from and against) all other taxes, including taxes arising out of or with respect to the purchase or sale of Delivered Energy and/or Attributes that are imposed by any taxing authority prior to the Delivery Point, taxes based on or measured by net income, business and occupation taxes, public utility taxes, property taxes, replacement taxes and/or special assessments that may be levied upon the Wind Project as well as state or local sales taxes applicable to the construction, maintenance, repair or operation of the Wind Project, together with any interest, penalties or additions to tax payable with respect thereto.

### **2.3 *Attributes and Incentives.***

(a) Attributes. Purchaser shall be entitled to, for no additional consideration, all Attributes associated with the Metered Energy, regardless of when such Attributes may come into existence or be acquired by Seller.

(b) Wind Project Qualification. Seller will use commercially reasonable efforts, including complying with all applicable registration and reporting requirements, and executing any and all documents or instruments reasonably necessary to cause the Wind Project to qualify for all applicable Attributes available throughout the Term of this Agreement, at Seller's cost and expense; provided, however that in the event Seller's out-of-pocket costs and expenses to qualify future Attributes exceed [REDACTED] (\$ [REDACTED]) during any Contract Year, Seller shall be entitled to reimbursement from Purchaser for such costs and expenses in excess of the foregoing amount. For the sake of clarity, costs that arise from Seller's obligation to obtain and maintain its registration in WREGIS for the Wind Project as set forth in Section 2.3(c) do not count towards, and are not subject to, the foregoing limitation. Seller shall make such filings and take such other actions as Purchaser may from time to time reasonably request in order to preserve

and maintain the Attributes made available to Purchaser hereunder in accordance with the applicable standards and to otherwise enable Purchaser to use, sell and transfer such Attributes in accordance with market standards.

(c) Registration. Seller shall, at Seller's sole cost and expense, take all necessary steps and actions prior to the Commercial Operation Date to allow the Generation Attributes that will be transferred to Purchaser pursuant to this Agreement to be tracked in WREGIS. Seller shall, at Seller's sole cost and expense, register the Wind Project in WREGIS as an eligible renewable resource for Washington, and, if the Applicable Law then in effect so provides, for any other state reasonably requested by Purchaser during the Term. Commencing on the Commercial Operation Date and continuing through the end of the Term, Seller shall, at Seller's sole cost and expense, comply with all applicable WREGIS operating rules and maintain its registration in WREGIS for the Wind Project.

(d) Delivery. Seller shall, at Seller's sole cost and expense, deliver and convey the Attributes associated with the Metered Energy within ten (10) Business Days after the end of the month in which the WREGIS certificates for such Attributes are created. In the event that during the Term WREGIS is not available as a means for transferring any of the Attributes to Purchaser, Seller shall (i) arrange for an alternative mutually acceptable method of assigning to Purchaser all rights and authority necessary for Purchaser to register, hold, and manage such Attributes in Purchaser's own name and for Purchaser's account and (ii) execute and deliver to Purchaser on a quarterly basis the attestation form attached hereto as Exhibit C ("Attestation Form") and/or such other documentation as may be required verifying the assignment of the Attributes to Purchaser pursuant to this Agreement. If Seller fails to deliver Attributes in accordance with this Section, Purchaser may purchase Replacement Renewable Energy Credits from any third party in such quantities as Seller's shortfall and Seller shall reimburse Purchaser for one hundred percent (100%) of the costs thereof that are supported with reasonable documentation by Purchaser within fifteen (15) Business Days of notice from Purchaser of such purchase.

(e) Change in Law. In the event of a change in Applicable Law which prevents Seller from assigning Attributes to Purchaser notwithstanding the requirements hereof, if Seller realizes the monetary value of such Attributes, Seller shall, within thirty (30) days of actual receipt, pay to Purchaser the amount that Seller actually receives (net of any costs, taxes or expenses Seller incurs to receive such amounts) as a result of its ownership of the applicable Attributes. Seller shall use commercially reasonable efforts to maximize the value received by Seller with respect to any such Attributes.

(f) Reporting and Public Statements. Unless required by Applicable Law (in which case Seller shall notify Purchaser of such requirement a reasonable time prior to compliance therewith), Seller shall not report to any Person that the Attributes belong to any Person other than Purchaser, and Purchaser may report under any such program that the Attributes belong to Purchaser. Seller shall maintain and make available to Purchaser all statements and records



reasonably required to properly document compliance with Seller's obligations to Purchaser with respect to the Attributes.

(g) Additional Documents. Seller shall provide such additional documents and instruments as are reasonably requested by Purchaser to effect or evidence transfer of the Attributes to Purchaser or its designees. Each Party shall promptly give to the other Party copies of all documents it submits to any Governmental Authority to effectuate or record any such transfers.

(h) Incentives. Seller shall be entitled to all Incentives relating in any way to the Wind Project. Purchaser acknowledges that Seller has the right to sell any Incentives to which it is entitled pursuant to this Section 2.3(h) to any Person other than Purchaser at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Purchaser hereunder. Purchaser shall have no claim, right or interest in such Incentives or in any amount that Seller realizes from the sale of such Incentives.

**2.4 Purchaser Voluntary Curtailment.** In the event that during any hour other than a Winter Super Peak Hour Seller is required by a Purchaser Voluntary Curtailment to curtail energy deliveries from the Wind Project, Purchaser shall pay to Seller, as Seller's sole remedy, the applicable Contract Rate for the relevant Contract Year *multiplied by* the Deemed Delivered Energy for such Purchaser Voluntary Curtailment Period. Seller may sell the Energy at a negative price in Seller's sole discretion; provided that in no event will Purchaser be required to credit or true-up Seller for any costs or losses associated with the sale of Energy at a negative price. During any period of Purchaser Voluntary Curtailment, Purchaser shall be entitled to the Attributes associated with Metered Energy as provided in Section 2.3(a) of this Agreement. Seller shall provide Purchaser access to information reasonably necessary to verify Seller's determination of Deemed Delivered Energy for any applicable period. For the sake of clarity, a Purchaser Voluntary Curtailment Order issued during a Winter Period shall not excuse Purchaser's obligations as set forth in Section 2.13(b).

**2.5 Billing and Payment.** Billing and payment for Delivered Energy sold to and purchased by Purchaser under this Agreement and any other amounts due and payable hereunder shall be as follows:

(a) Seller shall calculate the amount of Metered Energy and Delivered Energy hereunder following the last Day of each calendar month and on the last Day of the Term, if not the last Day of the month. No later than the fifteenth (15th) Day of each calendar month, Seller shall deliver to Purchaser an electronic invoice showing: (i) the amount of Metered Energy and Delivered Energy during the preceding calendar month (or in the case of the final year of the Term, the last calendar month or portion thereof of the Term), including calculations of any adjustments pursuant to Section 2.2, (iii) the Capacity Payment for the month, and (iv) any other amounts owed by one Party to the other Party pursuant to this Agreement, including, if applicable, any amounts payable pursuant to Section 2.9, Section 2.13 or Section 2.14. With regard to (i) above, Seller shall provide a detailed, accounting of any adjustments made pursuant to Section 2.2, including

details of the Metered Energy, Scheduled Energy, and Delivered Energy. Seller shall also set forth the applicable [REDACTED] prices and provide supporting documentation for the [REDACTED] prices. Not more than twenty (20) Days after receipt of each timely delivered invoice, Purchaser shall pay to Seller, by wire transfer of immediately available funds to an account specified in writing by Seller or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice.

(b) The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other under this Agreement on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Energy and Attributes (including Capacity Payments) during the monthly billing period under this Agreement, including any related damages calculated pursuant to Section 2.13 or Section 2.14, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

(c) Within two (2) years after receipt of any invoice, either Party may provide written notice to the other Party of any alleged error therein and the Parties shall meet, by telephone conference call or otherwise within ten (10) Days of the other Party's receipt of such notice, for the purpose of attempting to resolve the Dispute. If Purchaser in good faith disputes any portion of the charges contained in an invoice, Purchaser will pay the undisputed portion and may withhold the disputed portion of the invoice in accordance with Section 2.5(d). If the Parties are unable to resolve the Dispute within thirty (30) Days after such initial meeting, then either Party may proceed to seek any remedy that may be available to such Party at law or in equity.

(d) If Purchaser in good faith disputes an invoice, Purchaser shall provide Seller with a written explanation specifying in detail the basis for the dispute, and Purchaser shall pay the undisputed portion of the invoice in accordance with this Section 2.5. Disputed portions of Seller's invoice shall be due and payable no later than ten (10) days after resolution of the dispute. Any payment not made by the date required by this Agreement shall bear interest from the date on which such payment was required to have been made through and including the date such payment is actually received at an annual rate equal to the Prime Rate then in effect plus one percent (1%), but in no event shall such interest exceed the maximum interest rate permitted by Applicable Law ("Late Payment Rate"). If, as a result of a Dispute settled in favor of Purchaser, a refund is owed to Purchaser, then the amount of the overpayment shall bear interest from the date on which such payment was made by Purchaser through and including the date that the overpayment is refunded by Seller at an annual rate equal to the Late Payment Rate.

(e) Statements or invoices shall be sent to Purchaser by electronic mail to the electronic mail address designated in Section 11.5. Purchaser may change the electronic mail address by providing written notice to Seller.

(f) To the extent that at the end of the Term, after offsetting all amounts owed by Purchaser to Seller, Seller owes any amount to Purchaser, Seller shall pay such amount to Purchaser within thirty (30) days after the expiration of the Term.

**2.6 Title and Risk of Loss.** Title to and risk of loss with respect to Delivered Energy and Attributes delivered to Purchaser by Seller in accordance with this Agreement shall pass from Seller to Purchaser when the same are delivered by Seller for the benefit of Purchaser at the Delivery Point. Title and risk of loss with respect to Attributes that are not capable of being delivered to the Delivery Point (*e.g.*, renewable energy credits) shall pass from Seller to Purchaser when the same first come into existence. For the avoidance of doubt, the Parties agree that the transfer of title to Attributes occurs in the state of Washington. Until title passes, Seller shall be deemed in exclusive control of the same and shall be responsible for any damage or injury caused thereby. After title to the Delivered Energy or Attributes passes from Seller to Purchaser, Seller shall no longer be in control of same, shall have no further obligations with respect thereto, and shall not be responsible for any damage or injury caused thereby. Seller represents and warrants to Purchaser on a continuing basis that (i) it has not sold, pledged, assigned, transferred or otherwise disposed of, and will not sell, pledge, assign, transfer or otherwise dispose of, any of the Energy or Attributes associated with the Wind Project to any Person other than Purchaser (subject to the provisions of Section 2.4 hereunder), and (ii) that it will deliver to Purchaser the Delivered Energy and Attributes free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to or at the Delivery Point.

**2.7 Curtailment and Outages.**

(a) Notwithstanding any other provision of this Agreement to the contrary, but without limiting the Firm (LD) nature of the Firm Winter Energy, Seller may curtail deliveries of Energy (other than Firm Winter Energy) if and for so long as Seller reasonably believes that curtailment is necessary:

- (i) For a Planned Outage;
- (ii) For a Forced Outage; or
- (iii) In connection with a condition likely to result in significant damage to Seller's equipment or if Seller otherwise deems such curtailment necessary to protect life or property that is not for a Planned Outage.
- (iv) For curtailment and outages to reasonably mitigate the emergent risk of avian injury. Seller shall notify Purchaser of any such outage as soon as practicable and Seller and Purchaser will work together to incorporate such risk into the Seller Compliance Curtailment protocol on a forward basis.

(b) Subject to Section 2.4, Seller shall curtail deliveries of Energy (other than Firm Winter Energy) as required pursuant to a Purchaser Voluntary Curtailment Order or System Curtailment Order, or as otherwise directed by a Transmission Provider or Balancing Authority.

(c) Seller may curtail deliveries of Energy (other than Firm Winter Energy) in the event that Seller is unable to deliver such Energy due to a Force Majeure event but only for so long and only to the extent necessitated by such Force Majeure event.

(d) Seller may curtail deliveries of Energy (other than Firm Winter Energy) as a result of a Seller Compliance Curtailment.

(e) For the sake of clarity, nothing in this Section 2.7 shall be construed to limit the Parties' respective obligations with respect to the Firm (LD) nature of the Firm Winter Energy to be delivered under this Agreement, as to which Seller's obligation to deliver such Firm Winter Energy shall only be excused as and to the extent contemplated by the definition of "Firm (LD)" set forth herein.

## **2.8 Curtailment Notification Requirements.**

(a) To the extent Seller has knowledge of the curtailment of the delivery of Energy, Seller shall provide notice of such curtailment to Purchaser as soon as reasonably practicable. To the extent Purchaser has knowledge of the curtailment of the delivery of Energy Purchaser shall provide notice of such curtailment to Seller as soon as reasonably practicable.

(b) Seller is responsible for securing any required Transmission Provider approvals for Wind Project outages (Planned Outages or Forced Outages, as applicable), including securing changes in its outage schedules when Transmission Provider disapproves Seller's schedules or cancels previously approved outages. Seller shall communicate any Transmission Provider-required changes to Purchaser as soon as reasonably practicable.

(c) Seller shall notify Purchaser, via telephone to a number specified by Purchaser or by e-mail or other form acceptable to Purchaser through Seller's outage management system, of any Forced Outage as soon as practicable but not longer than sixty (60) minutes after the occurrence thereof, and shall provide, to the extent information is available, notification of the reason, timing, expected duration, and impact of the Forced Outage on the Energy output of the Wind Project within five (5) Days of its occurrence. No later than the fifteenth (15<sup>th</sup>) Day of each month, Seller also shall provide to Purchaser a monthly report of Forced Outages.

## **2.9 Interconnection and Transmission.**

(a) Seller shall be responsible for presenting to and receiving Transmission Provider's direction with respect to and/or approval of the Wind Project interconnection requirements and facilities so that Seller can perform its Energy deliveries hereunder in accordance with applicable Transmission Provider requirements. Seller shall be responsible for arranging for

all transmission services required up to the Delivery Point, and shall be responsible for the payment of any charges for transmission or wheeling services, ancillary services, control area services (other than Balancing Charges, which are addressed in Section 2.10), congestion charges, location marginal pricing differentials, transaction charges and line losses (“Transmission Charges”) up to and at the Delivery Point. Purchaser shall be responsible for arranging for all transmission services required to effectuate Purchaser’s purchase of Delivered Energy from the Delivery Point, and, should such charges arise, shall be responsible for the payment of any Transmission Charges from and after the Delivery Point.

(b) It is the intent and expectation of the parties that transmission services utilized by Seller to deliver Metered Energy to the Delivery Point will be almost exclusively on a “firm” basis. However, the Parties further acknowledge and agree that Seller and its Affiliates have contracted for and will maintain during the Term a minimum of [REDACTED] ( [REDACTED] ) MW of “firm” point-to-point transmission to the Primary Delivery Point, and that Seller expects to deliver the balance of the Metered Energy utilizing redirected transmission from its portfolio or the portfolio of its Affiliates or through market purchases. As a result, during each hour of the Term, Seller shall (i) deliver the first [REDACTED] ( [REDACTED] ) MWs of Metered Energy to the Primary Delivery Point on a “firm” basis and (ii) deliver any Metered Energy over [REDACTED] ( [REDACTED] ) MWs (“Excess Metered Energy”) in accordance with the Transmission Protocol included as Exhibit I (the “Transmission Protocol”). For the sake of clarity, all Metered Energy made available to Purchaser, whether at the Primary Delivery Point or an Alternate Delivery Point shall be delivered without losses (*e.g.*, if there are [REDACTED] ( [REDACTED] ) MWs of Metered Energy, Seller shall cause [REDACTED] ( [REDACTED] ) MWs of Delivered Energy to be delivered to Purchaser).

(c) If, in any hour during the Term, Seller is unable to meet its obligation to deliver any Excess Metered Energy to the Primary Delivery Point despite compliance with the terms of the Transmission Protocol, Seller shall, prior to scheduling and at least three (3) hours in advance of the scheduled delivery of such Excess Metered Energy, inform Purchaser of the Alternate Delivery Point at which Seller will deliver the Excess Metered Energy. If Seller desires to use an Alternate Delivery Point other than Mid-Columbia, such Alternate Delivery Point must be agreed to by Purchaser in advance of such notice. Purchaser shall receive the Excess Metered Energy at the Alternative Delivery Point and pay an amount for each MWh delivered to the Alternate Delivery Point equal to the lesser of (A) the Contract Rate reduced by [REDACTED] ( [REDACTED] )% or (B) the [REDACTED] Price reduced by [REDACTED] ( [REDACTED] )%. Purchaser shall be entitled to receive all Attributes associated with such Excess Metered Energy in accordance with this Agreement. Deliveries under this Section 2.9(c) are not subject to blackout.

(d) In the event that: (i) Transmission Provider takes any action or orders Purchaser or Seller to take any action (not arising from Seller’s failure to comply with Applicable Law, Prudent Operating Practices or this Agreement) that affects Purchaser’s ability to take delivery of Delivered Energy hereunder, then Purchaser shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on Purchaser’s ability

to perform its obligations hereunder, or (ii) Transmission Provider takes any action or orders Purchaser or Seller to take any action (not arising from Purchaser's failure to comply with Applicable Law, Prudent Operating Practices or this Agreement) that affects Seller's ability to deliver Energy hereunder to the Delivery Point, then Seller shall use commercially reasonable efforts (at its own cost and expense) to mitigate the adverse effects of such action(s) on Seller's ability to perform its obligations hereunder. The Parties acknowledge that upon such order to curtail transmission service it may be difficult or impossible for the Parties to mitigate the adverse effects of such action(s).

(e) For the sake of clarity, nothing in this Section 2.9 shall be construed to limit the Parties' respective obligations with respect to the Firm (LD) nature of the Firm Winter Energy to be delivered under this Agreement.

## **2.10 Scheduling; Imbalance Charges.**

### **(a) Scheduling.**

(i) Seller shall be responsible for arranging all scheduling services necessary to ensure compliance with the applicable Transmission Provider's or other power scheduling regulations and protocols up to and at the Delivery Point, and shall be further responsible for all costs and charges, including imbalance charges arising prior to or at the Delivery Point, due to deviations from the "schedule" except to the extent caused by Purchaser. From and after the commencement of deliveries of Test Energy, and thereafter each hour during the Term, Seller shall schedule for delivery to the Delivery Point, (A) during all hours other than Winter Super Peak Hours, a quantity of energy consistent with Seller's Estimated Forecast of the actual quantity of Metered Energy to be delivered to the Metering Point on an hourly firm basis, such that Purchaser shall receive the full amount of Scheduled Energy in each hour, regardless of variations in actual Energy output from the scheduled output due to the intermittent nature of the Project, and (B) during Winter Super Peak Hours, [REDACTED] MWhs of Firm Winter Energy plus, if Seller's Estimated Forecast of the actual quantity of Metered Energy to be delivered to the Metering Point is greater than [REDACTED] MWhs, the amount of such Energy in excess of [REDACTED] MWhs. Scheduling shall occur, consistent with the applicable Transmission Provider's or other power scheduling and protocols, on a prescheduled "day-ahead" basis and shall be subsequently updated on an "hour-ahead" basis. Imbalances between Scheduled Energy and Metered Energy in each hour shall be supplied or acquired by Seller and Seller shall be solely responsible for the costs incurred with respect thereto, including the cost of generation imbalance service and any related charges or penalties relating thereto (collectively, the "Balancing Changes"), except to the extent that such Balancing Charges were caused by Purchaser's noncompliance with the scheduling obligations set forth in this Section 2.10.

(ii) Seller shall not make adjustments to the schedule later than seventy-five (75) minutes prior to the flow hour.

(iii) Purchaser shall be responsible for arranging all scheduling services necessary to ensure compliance with applicable power scheduling regulations and protocols after the Delivery Point, and shall be further responsible for all costs and charges, including imbalance charges arising after the Delivery Point, due to deviations from the “schedule” except to the extent caused by Seller.

(iv) The Parties shall use commercially reasonable efforts to minimize any Balancing Charges.

(v) The Parties shall use commercially reasonable efforts to comply with all applicable policies of the Transmission Provider in connection with the scheduling and delivery of the Metered Energy. Penalties or similar charges assessed by the Transmission Provider and caused by a Party’s noncompliance with the scheduling obligations set forth in this Section 2.10 shall be the responsibility of the Party whose action or inaction caused the penalty.

(b) For the sake of clarity, nothing in this Section 2.10 shall be construed to limit the Parties’ respective obligations with respect to the Firm (LD) nature of the Firm Winter Energy to be delivered under this Agreement.

(c) Seller Cooperation. To assist Purchaser with any applicable power scheduling regulations and protocols, and subject to the schedules submitted pursuant to Section 2.10(a)(i), Seller shall:

(i) on a pre-schedule basis according to the WECC preschedule calendar, provide Purchaser the expected e-Tag and/or scheduling of Firm Winter Energy, if applicable;

(ii) every hour provide Purchaser with a two (2) day hourly look ahead, non-binding power forecast, showing (a) the expected production of the Wind Project in MWh (which such forecast will be uploaded hourly on to an ftp site);

(iii) every day provide Purchaser with a ten (10) day hourly look ahead, non-binding power forecast, showing (a) the expected production of the Wind Project in MWh;

(iv) provide Purchaser with real time access to Seller’s SCADA historian for Wind Project performance information reasonably requested by Purchaser, including, to the extent readily available, information such as data points for wind direction, wind speed, current MWh, number of Turbines available, number of Turbines

running, and number of Turbines without communication, and shall cooperate in providing Purchaser with any other reasonably requested information on a real time basis;

(v) utilize the forecasting service designated from time to time by Purchaser, which shall initially be Meteorologica forecasting or other forecasting tool mutually agreed upon by the Parties and provide Purchaser with access and data as reasonably necessary to enable Purchaser at Purchaser's cost to utilize its own separate forecasting service;

(vi) no later than ninety (90) minutes prior to the flow hour, Seller shall schedule, and provide to Purchaser, Seller's good faith estimate of the actual quantity of Metered Energy to be delivered to the Metering Point and, in addition Seller shall provide to Purchaser the minimum and maximum values which correspond to Seller's good faith estimate of the range within which the Wind Project will produce during the delivery hour ("Seller's Estimated Forecast"); and

(vii) provide any updates to the e-tags and forecast of Seller's Estimated Forecast no later than seventy-five (75) minutes prior to the flow hour.

**2.11 Sales for Resale.** All Delivered Energy shall be sales for resale. As necessary to avoid or prevent any material adverse effect to Seller, Purchaser shall provide Seller with appropriate documentation reasonably requested by Seller to evidence that Purchaser is exempt from sales tax in connection with its purchase of Delivered Energy under this Agreement.

**2.12 Wind Project Operations and Maintenance; Availability Reporting.**

(a) During the Term, the Wind Project shall be operated and maintained by Seller or its designee in accordance with Prudent Operating Practices, Applicable Law, this Agreement and the Interconnection Agreement. The cost of such operation and maintenance is included in the Contract Rate and Purchaser shall have no responsibility for any such costs under any circumstances whatsoever. Seller shall obtain all certifications, permits, licenses, insurance and approvals necessary to construct, operate and maintain the Wind Project and to perform its obligations hereunder. Seller shall use good faith efforts to maximize the output of the Wind Project.

(b) As soon as reasonably practicable, and in any event no later than ninety (90) Days prior to the expected Commercial Operation Date, Seller shall develop proposed written operating procedures for the Wind Project and submit such proposed procedures to Purchaser for Purchaser's review and approval (as approved by Purchaser, the "Operating Procedures"). Purchaser shall have forty-five (45) Days from the date it receives the proposed Operating Procedures to review and provide comments to Seller. Seller shall incorporate all of Purchaser's reasonable comments into the final Operating Procedures, which shall be subject to approval by Purchaser. The Parties agree that the Operating Procedures will cover the protocol under which the Parties will perform their respective obligations under this Agreement and will include, but



will not be limited to, procedures concerning the following: (i) the method of day-to-day communications and reporting; (ii) key personnel lists for Seller and Purchaser; (iii) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (iv) reporting of scheduled maintenance, Planned Outages and Forced Outages of the Wind Project, (v) reporting of curtailment periods, including but not limited to Purchaser Voluntary Curtailments, System Curtailments or Seller Compliance Curtailments; and (vi) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages, Seller Compliance Curtailments and any other curtailments reasonably foreseeable by Seller.

(c) No later than thirty (30) days prior to the commencement of each Contract Year, Seller will provide Purchaser a non-binding Planned Outage schedule for the forthcoming year. Seller shall be excused from providing electricity during any Planned Outage to the extent thereof (but without limiting Seller's obligations as regards the Guaranteed Annual Availability Factor). For the sake of clarity, outages of the Wind Project (whether Planned Outages or Forced Outages) shall not excuse Seller's Firm (LD) obligations with respect to Firm Winter Energy.

(d) Seller shall notify Purchaser with as much advance notice as practicable of any proposed or necessary maintenance outages, including Planned Outages. The Parties shall work to plan such outage to mutually accommodate, as practicable, the reasonable requirements of Seller and service obligations of Purchaser; provided that Purchaser's requirements shall not unduly prejudice the operation and maintenance of the Wind Project

(e) Not later than thirty (30) days following the end of each Contract Year, Seller shall provide to Purchaser a written report detailing Seller's calculation of the Availability Factor for such Contract Year. Seller shall also furnish all underlying data utilized in such calculations. Such report and data shall be furnished in their native readable format (*e.g.*, while providing a pdf is permissible, it shall be accompanied by the original report in its native software format such that it is capable of being read electronically by Purchaser). Promptly following receipt by Purchaser of Seller's calculation of the Availability Factor, and in any event within thirty (30) days thereafter, the Parties shall meet to review such calculation and the underlying data supporting such calculation, including any adjustments thereto to reflect inaccuracies or defects therein, if any. The Parties shall use commercially reasonable efforts to agree upon the calculation of the Availability Factor within thirty (30) days following receipt by Purchaser of Seller's calculation thereof.

### **2.13 *Failure to Deliver or Receive During a Winter Super Peak Hour.***

(a) If Seller fails to schedule and/or deliver all or a part of the Firm Winter Energy required during any Winter Super Peak Hour, and such failure is not excused under the Firm (LD) terms of this Agreement applicable to Seller's obligations during the Winter Super Peak Hours or by Purchaser's failure to perform (the quantity of such Firm Winter Energy not so scheduled and/or delivered in any such Winter Super Peak Hour, a "Firm Winter Delivery Shortfall"), Seller shall pay Purchaser, on the date payment would otherwise be due from

Purchaser in respect of the Firm Winter Energy for the month in which such Firm Winter Delivery Shortfall occurred, an amount equal to (i) the total Firm Winter Delivery Shortfall amount in MWhs *multiplied by* (ii) the greater of (A) the positive difference, if any, obtained by subtracting the Contract Rate for such hour from the Replacement Energy Price for such hour and (B) [REDACTED] ([REDACTED]%) of the [REDACTED] Price for such hour. For the avoidance of doubt, if the difference obtained by subtracting the Contract Rate from the Replacement Energy Price is zero or negative, Seller shall have no liability to Purchaser with respect to such Firm Winter Delivery Shortfall. The foregoing calculation shall be repeated for all hours in the relevant period in which a Firm Winter Delivery Shortfall occurs.

(b) If Purchaser fails to schedule and/or receive all or a part of the Firm Winter Energy delivered by Seller during any hour of a Winter Period, and such failure is not excused under the Firm (LD) terms of this Agreement applicable to Purchaser's obligations during the Winter Period or by Seller's failure to perform (the quantity of such Firm Winter Energy not so scheduled and/or received in any such hour, a "Firm Winter Purchase Deficiency"), Purchaser shall pay Seller, on the date payment would otherwise be due from Purchaser in respect of the Firm Winter Energy for the month in which such Firm Winter Purchase Deficiency occurred, an amount equal to (i) the total Firm Winter Purchase Deficiency amount in MWhs, *multiplied by* (ii) the greater of (A) the positive difference, if any, obtained by subtracting the Sales Price for such hour from the Contract Rate for such hour and (B) [REDACTED] ([REDACTED]%) of the [REDACTED] Price for such hour. For the avoidance of doubt, if the difference obtained by subtracting the Sales Price from the Contract Rate is zero or negative, Purchaser shall have no liability to Seller with respect to such Firm Winter Purchase Deficiency. The foregoing calculation shall be repeated for all hours in the relevant period in which a Firm Winter Purchase Deficiency occurs.

(c) As used in this Section 2.13:

(i) "Replacement Energy Price" means (A) the price (in dollars per MWh) at which Purchaser, acting in a commercially reasonable manner, purchases at the Delivery Point a replacement for any Firm Winter Energy not delivered by Seller, inclusive of (i) all costs reasonably incurred by Purchaser in purchasing such substitute Energy and (ii) all additional imbalance charges, transmission charges and balancing services fees, if any, reasonably incurred by Purchaser to the Delivery Point; or (B) at Purchaser's option, an amount equal to the applicable [REDACTED] Price for such hour, as determined by Purchaser in a commercially reasonable manner, *plus* the cost of transmission from Mid-Columbia to the Primary Delivery Point based upon the then applicable published transmission rate under the OATT for the Bonneville Power Administration; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Purchaser be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Seller's liability. For the purposes of this definition, Purchaser shall be considered to have purchased replacement Firm Winter Energy to the extent Purchaser shall have entered into one or more arrangements in a commercially reasonable manner whereby Purchaser

repurchases or reduces its obligation to sell and deliver Energy to another party at the Delivery Point.

(ii) “Sales Price” means (A) the price (in dollars per MWh) at which Seller, acting in a commercially reasonable manner, resells at the Delivery Point any Firm Winter Energy and/or associated Attributes not received by Purchaser, *deducting* from such proceeds any (i) costs reasonably incurred by Seller in reselling such Energy and/or Attributes and (ii) additional imbalance charges, transmission charges and balancing services fees, if any, reasonably incurred by Seller in delivering such Energy and/or Attributes to the third party purchasers; or (B) at Seller’s option, the applicable [REDACTED] Price for such hour, plus the average cost of current vintage Washington solar or wind RECs, as determined by Seller in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Seller be required to utilize or change its utilization of its owned or controlled assets, including contractual assets, or market positions to minimize Purchaser’s liability. For purposes of this definition, Seller shall be considered to have resold such Firm Winter Energy and/or Attributes to the extent Seller shall have entered into one or more arrangements in a commercially reasonable manner whereby Seller repurchases or reduces its obligation to purchase and receive Energy and/or Attributes from another party at the Delivery Point.

(d) The remedies contained in this Section 2.13 and Section 2.2(b) shall, unless the provisions of Section 9.1(a)(vii) apply, constitute the sole and exclusive remedies for a Party’s failure to deliver or receive Firm Winter Energy, it being understood that the foregoing shall not limit the application of Section 9.1(a)(i).

**2.14 Availability Guarantee.** Seller guarantees that the Wind Project will be available to produce Energy in accordance with the provisions in Exhibit J.

**2.15 Energy Imbalance Market.** At any time during the Term, upon the mutual agreement of the Parties, the Parties shall cause the Wind Project to be designated as a participating resource (or its equivalent from time to time) in the Energy Imbalance Market operated by the CAISO. The Parties agree to set forth in a separate written agreement the terms and conditions pursuant to which any improvements to the Wind Project or changes to this Agreement (e.g., scheduling deadlines) that are reasonably required in order for the Wind Project to be so designated are to be implemented. For the sake of clarity, costs associated with compliance by Seller with its obligations under the Interconnection Agreement, except to the extent attributable to improvements to be implemented pursuant to this Section 2.15, shall not be reimbursable by Purchaser.

**2.16 Market Structure.** The scheduling, delivery and transmission obligations of Seller (to and at the Delivery Point) and transmission obligations of Purchaser (from and after the Delivery Point) outlined in this Article 2 reflect the market structure under which the Wind Project

will operate as of the Commercial Operation Date. To the extent there are material market structure changes during the Term that prevent Seller from meeting its obligation to schedule and deliver Energy to and at the Delivery Point, or that prevent Purchaser from meeting its transmission obligations from and after the Delivery Point, the Parties will use commercially reasonable efforts to amend this Agreement to enable Seller or Purchaser to meet such scheduling, delivery and transmission obligations within the new market structure and in a manner that maintains the existing allocation of scheduling, delivery and transmission obligations between Seller and Purchaser, subject in all cases to Section 2.2.

**2.17 Seller's Assistance.** Seller covenants to provide reasonable cooperation to Purchaser at Purchaser's request in supporting efforts by Purchaser to oppose any action of any regulatory body having jurisdiction thereover to direct the material modification of terms or conditions of this Agreement.

**2.18 Emissions Performance Standard Review.** The Parties expectation is that the structure of this Agreement complies with the requirements of RCW 80.80, however the Parties recognize that such requirements are subject to interpretation. Purchaser's expectation is that Purchaser may pursue a determination from the Washington Utilities and Transportation Commission that this Agreement complies with RCW 80.80. If such determination is not obtained prior to the Commercial Operations Date, in form and substance satisfactory to Purchaser in its sole discretion, Purchaser shall have the option upon notice to Seller delivered no later than the Commercial Operations Date, to convert this Agreement to a unit contingent contract for all Metered Energy and Attributes from the Wind Project for each hour of each Day of the Term. If Purchaser so notifies Seller, then the following changes to the terms and conditions of this Agreement shall automatically go into effect: (i) Exhibit B shall be revised to reflect the adjusted Contract Rate set forth therein to reflect this circumstance and the Capacity Payment shall be eliminated; (ii) all obligations with respect to Firm Winter Energy shall be null and void and of no further force or effect; (iii) Exhibit K shall be deleted; (iv) such other changes as may be necessary, *mutatis mutandis*, shall be made to this Agreement to reflect the foregoing and (v) all other terms and conditions of the Agreement shall remain unmodified and shall continue to be in full force and effect. If requested by either Party, the Parties agree to reflect the foregoing in an amendment to this Agreement.

### ARTICLE 3 TERM

**3.1 Term.** The "Term" of this Agreement shall be the Initial Term plus any Renewal Term, such Renewal Term at Purchaser's sole election pursuant to the terms of Section 3.3 hereof.

**3.2 Initial Term.** The initial term (the "Initial Term") shall commence on the Effective Date and shall continue until the date that is twenty (20) Contract Years following the Commercial Operation Date.

**3.3 *Negotiation Period at End of Initial Term.*** Upon notice specifying the initially proposed transaction terms delivered to Seller at least one hundred eighty (180) days but not more than one (1) year prior to the expiration of the Term, Purchaser shall be entitled to require Seller to enter into good faith negotiations with Purchaser with respect to Purchaser's ability to either (a) purchase the Wind Project at the expiration of the Term or (b) renew this Agreement for an additional period (any such period the "Renewal Term") at the Contract Rate or upon other pricing terms negotiated by the Parties. Seller shall respond to any request and commence negotiations with Purchaser within forty-five (45) Business Days of receipt of notice from Purchaser. In the event that prior to the expiration of the Term Seller and Purchaser do not enter into a definitive agreement for the sale of the Wind Project to Purchaser or an amendment to this Agreement for a Renewal Term, Seller shall be under no further obligation to negotiate with Purchaser with respect to the Energy and Attributes or the Wind Project, and Seller may proceed with negotiations with respect to or definitive agreements to effect the sale of the Wind Project to any counterparty or to sell the Energy and Attributes thereafter without restriction.

## **ARTICLE 4 TIMELINE, DEFAULT, AND TERMINATION**

**4.1 *Development and Construction.*** Following the Effective Date, Seller shall work to: (a) secure all necessary land use rights for the Site and all necessary rights of access and rights of way for delivery of Energy to the Delivery Point; (b) complete all environmental impact studies necessary for the construction, operation, and maintenance of the Wind Project; (c) perform all studies, pay all fees, acquire all necessary approvals, and execute of all necessary agreements with all applicable Transmission Providers to schedule and deliver Energy to the Delivery Point; (d) acquire all Governmental Approvals and other necessary approvals for the construction, operation, and maintenance of the Wind Project; (e) achieve of all Milestones set forth in Section 4.4; and (f) achieve a Commercial Operation Date on or before the Guaranteed Commercial Operation Date.

**4.2 *Government Approvals.*** Seller shall secure and maintain, at no cost to Purchaser, all approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals of any Governmental Authority necessary for the construction, engineering, operation and maintenance of the Wind Project, and the performance by Seller of its obligations hereunder (the "Governmental Approvals"). Such obligations shall include, but shall not be limited to, (i) the responsibility to comply with all FERC-approved compliance and reporting responsibilities with respect to the Wind Project required by the North American Electric Reliability Corporation or any successor electrical reliability organization, and (ii) the responsibility to qualify all Attributes in accordance with Applicable Law and the requirements set forth in this Agreement.

**4.3 *Project Configuration; Progress Reporting.***

(a) The Wind Project configuration, as described in Exhibit A, shall be updated by Seller based on its final project characteristics, equipment suppliers and technology type that

Seller will use in construction of the Wind Project. Seller has provided an indicative description of a possible technology option in Exhibit A, but may select another supplier or technology in its sole discretion. Seller will determine and provide Purchaser with an update to Exhibit A no later than June 1, 2021, and the Parties shall amend Exhibit A to reflect the final technology selection as set forth in such notice.

(b) Commencing upon the end of the first calendar month after the Effective Date, Seller shall submit to Purchaser, no later than the tenth (10th) Business Day of each calendar month and, commencing with the week that is two (2) months prior to the projected Commercial Operation Date, on the first Business Day of each calendar week, in each such case until the Commercial Operation Date is achieved, progress reports in a form reasonably acceptable to Purchaser containing updates as to development and construction status and schedules, and providing, at a minimum, a safety report and project schedule analysis of actual progress compared to planned progress by major area. In lieu of providing such reports, Seller may at Purchaser's request provide copies of any progress report or other similar document provided to any Lender regarding construction of the Wind Project.

(c) Following the Effective Date and continuing until the Commercial Operation Date, following each progress report Seller shall meet with Purchaser upon Purchaser's request, no more than once a month, to provide the opportunity for discussion regarding the status of development activities; provided that Purchaser shall not purport to speak to third parties on behalf of Seller or otherwise unreasonably interfere with Seller's development activities. Purchaser shall have the right to monitor the construction, start-up and testing of the Wind Project during normal business hours, provided that Purchaser provides Seller with at least ten (10) Business Days' advance written notice and does not unreasonably interfere with Seller's activities, and Seller shall comply with all reasonable requests of Purchaser with respect to the monitoring of these events. Seller shall cooperate in such physical inspections of the Wind Project as may be reasonably requested by Purchaser during and after completion of construction. All persons visiting the Wind Project on behalf of Purchaser shall comply with all of Seller's applicable safety and health rules and requirements that are provided or identified to such persons. Purchaser's technical review and inspection of the Wind Project shall not be construed as endorsing the design thereof or as any warranty of safety, durability, or reliability of the Wind Project.

(d) Seller shall have the right, at its sole cost and expense, to expand the capacity of the Wind Project beyond the Final Nameplate Capacity by adding at or adjacent to the Site additional Turbines and adding or sharing other required equipment and facilities (each, a "Project Expansion"). For sake of clarity, the term "Project Expansion" shall include any wind electric generation facility developed by Seller or an Affiliate of Seller within five (5) miles of any Turbine for the Wind Project, regardless of whether or not such additional facility is electrically interconnected with the Wind Project or the Seller's Interconnection Facilities. Seller shall hold Purchaser harmless from any loss of energy output at the Wind Project that occurs due to the construction or operation of any Project Expansion, including any wake and array effects attributable thereto.

#### 4.4 *Schedule and Capacity Guarantees; Liquidated Damages.*

(a) The Parties agree that time is of the essence as regards construction of the Wind Project, and accordingly certain milestones for the construction of the Wind Project, as set forth in the Milestone schedule attached hereto as Exhibit G (“Milestones”) must be achieved in a timely fashion or Purchaser will suffer damages. Therefore:

(i) Within seven (7) days after completion of each Milestone, Seller shall provide Purchaser with notice along with accompanying documentation (including reasonably redacted copies of applicable agreements, Governmental Approvals, and certificates) to reasonably demonstrate the achievement of such Milestone.

(ii) If Seller misses the deadline date for three (3) or more Milestones or misses the deadline date for any one Milestone by more than ninety (90) days, Seller shall submit to Purchaser, within ten (10) Business Days of such missed Milestone completion date, a remedial action plan (“Remedial Action Plan”) that describes in detail a reasonable course of action and plan (including accelerating the work, for example, by using additional shifts, overtime, additional crews or resequencing of the work, as applicable) to achieve the missed Milestones and all subsequent Milestones; provided, however, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to meet any subsequent Milestones (the failure of three or more of which or the failure of one of which by more than ninety (90) days, in each case, would require another Remedial Action Plan) and the Guaranteed Commercial Operation Date and shall not relieve Seller of its obligation to pay liquidated damages, if applicable, as set forth in Sections 4.4(b) and (c).

(b) In the event that Seller has not achieved the Construction Start Date on or before the Target Construction Start Date, daily delay liquidated damages in an amount per Day equal to [REDACTED] Dollars (\$ [REDACTED]) for each Day of delay beyond the Target Construction Start Date until the Construction Start Date occurs shall accrue and be payable on a monthly basis, as set forth in Section 4.4(d). In the event that the Commercial Operation Date occurs on or before the Guaranteed Commercial Operation Date (as may be extended pursuant to the terms hereof), any liquidated damages paid pursuant to this Section 4.4(b) shall be refunded to Seller.

(c) In the event that the Commercial Operation Date has not occurred on or before the Guaranteed Commercial Operation Date (as may be extended pursuant to the terms hereof), Seller shall pay Purchaser daily delay liquidated damages in an amount per Day equal to [REDACTED] (\$ [REDACTED]) multiplied by the Planned Nameplate Capacity (in MWs) for each Day of delay beyond the Guaranteed Commercial Operation Date until the Commercial Operation Date has been achieved; provided, that Seller shall be entitled to a credit against such damages in an amount equal to the aggregate amount of delay liquidated damages actually paid by Seller pursuant to Section 4.4(b). In the event that Seller achieves the Commercial Operation Date, if the aggregate amount of liquidated damages owing pursuant to this Section 4.4(c) is less than the aggregate amount of delay liquidated damages actually paid by Seller pursuant to Section

4.4(b), then after the application of the credit contemplated by the proviso in the preceding sentence Purchaser will refund to Seller the net amount remaining of the liquidated damages previously paid pursuant to Section 4.4(b).

(d) In the event that Seller incurs delay liquidated damages under Section 4.4(b) or Section 4.4(c), Purchaser shall deliver to Seller an electronic invoice on a monthly basis detailing any amounts Purchaser is entitled to receive from Seller as delay damages for the prior month. Not more than twenty (20) Days after receipt of each such invoice, Seller shall pay to Purchaser, by wire transfer of immediately available funds to an account specified in writing by Purchaser or by any other means agreed to by the Parties in writing from time to time, the undisputed amount set forth as due in such invoice. The provisions of Section 2.5(d) shall apply, *mutatis mutandis*, to any disputed amounts with respect to such invoices.

(e) The Target Construction Start Date shall not be subject to adjustment. The Guaranteed Commercial Operation Date shall be extended on an equitable basis to the extent that Seller reasonably demonstrates to Purchaser that achievement of the Commercial Operation Date is delayed by an event of Force Majeure, delays caused by Purchaser, or delays caused by Transmission Provider. However, in no event shall all such extensions exceed ninety (90) Days in the aggregate for any reason other than delays caused by Purchaser.

(f) Seller shall not be permitted to achieve Commercial Operation of the Wind Project unless the Final Nameplate Capacity equals or exceeds [REDACTED] percent ([REDACTED]%) of the Planned Nameplate Capacity. If the Commercial Operation Date is achieved, but the Final Nameplate Capacity is less than one hundred percent (100%) of the Planned Nameplate Capacity, Seller shall make a one-time payment of liquidated damages to Purchaser in the amount of [REDACTED] Dollars (\$ [REDACTED]/MW for each MW that the Final Nameplate Capacity is below the Planned Nameplate Capacity.

#### **4.5 Early Termination**

(a) In the event that the Construction Start Date has not occurred on or before the date that is ninety (90) Days after the Target Construction Start Date, Purchaser shall be permitted (without limiting Seller's obligations under Section 4.4(b) regarding the payment of liquidated damages) to terminate this Agreement effective upon written notice to Seller. In such instance, Seller will pay to Purchaser within ten (10) Business Days the Pre-COD Termination Payment.

(b) In the event that the Turbine Commitment Date has not occurred on or before April 1, 2021 (which date shall not be subject to extension for any reason), Purchaser shall be permitted to terminate this Agreement effective upon written notice to Seller. In such instance, Seller will pay to Purchaser within ten (10) Business Days the Pre-COD Termination Payment.

(c) In the event that the Commercial Operation Date has not occurred on or before the date that is ninety (90) Days after the Guaranteed Commercial Operation Date,



Purchaser shall be permitted (without limiting Seller's obligations under Section 4.4(c) regarding the payment of liquidated damages) to terminate this Agreement effective upon written notice to Seller. In such instance, Seller will pay to Purchaser within ten (10) Business Days the Pre-COD Termination Payment.

(d) In the event of a termination pursuant to Section 4.5(a), 4.5(b) or 4.5(c), the "Pre-COD Termination Payment" shall be an amount equal to [REDACTED] (\$ [REDACTED]) less the aggregate amount of delay liquidated damages actually paid by Seller pursuant to Section 4.4(b) and Section 4.4(c), except where such termination is due to fraud, in which case the Pre-COD Termination Payment shall be an amount equal to the Termination Payment set forth in Section 9.3(a)(i), if greater.

(e) In the event of a termination pursuant to Section 4.5(a), 4.5(b) or 4.5(c), the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such termination; provided that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or any indemnity obligations under Article 8 or the provisions of Section 11.1, which provisions shall survive any termination of this Agreement.

(f) Prior to any termination pursuant to Section 4.5(a), 4.5(b) or 4.5(c), and for a period of twenty-four (24) months thereafter, Seller will not engage in any of the following acts with regard to all or any portion of the Energy or Attributes: (i) offer to sell Energy or Attributes to any other Person, or (ii) enter into discussions or negotiations regarding a sale of Energy or Attributes with any other Person, or (iii) enter into any kind of agreement regarding the sale of Energy or Attributes with any other Person.

## ARTICLE 5 CREDIT SUPPORT

### 5.1 *Credit Support.*

(a) Seller shall furnish to Purchaser within five (5) Business Days following the Effective Date Credit Support in the amount of [REDACTED] Dollars (\$ [REDACTED]) (the "Pre-Commercial Operation Date Credit Support"), at least [REDACTED] Dollars (\$ [REDACTED]) of which will be provided in the form of a letter of credit in accordance with Section 5.4. Upon satisfaction of the credit support requirements for the period commencing with the Commercial Operation Date, Purchaser will return the Pre-Commercial Operation Credit Support to Seller.

(b) Commencing with the Commercial Operation Date and continuing throughout the Term, Seller shall be obligated to (i) maintain an Investment Grade Credit Rating or (ii) furnish Credit Support in the amount of [REDACTED] Dollars (\$ [REDACTED]).

(c) Prior to the Commercial Operation Date, all Seller Credit Support is not subject to replenishment.

(d) In any case where Seller elects to meet its obligation to provide Credit Support by providing cash directly to Purchaser, Purchaser shall return such cash to Seller promptly following Seller's provision of replacement Credit Support or, if Seller and Purchaser have agreed upon a Custodian and form of Cash Escrow Agreement, into escrow with such Custodian pursuant to such Cash Escrow Agreement.

**5.2 Utilization of Credit Support.** Purchaser shall be entitled to draw upon and/or be paid from any Credit Support provided by Seller for any obligation of Seller arising under this Agreement that is not paid when due (subject to any applicable cure periods). Following the end of the Term, or any termination of this Agreement, and provided that all obligations of Seller under this Agreement or arising out of any expiration or earlier termination thereof have been satisfied in full, including with respect to all outstanding claims of Purchaser, the Credit Support provided pursuant to Section 5.1 shall be released to Seller within fifteen (15) Business Days.

**5.3 Seller Credit Event.** Upon the occurrence of a Seller Credit Event, Seller shall have ten (10) Business Days following notice from Purchaser to remedy the situation by providing replacement Credit Support meeting the requirements of Section 5.1. In the event that Seller fails to provide such additional Credit Support or other credit assurance acceptable to Purchaser within such ten (10) Business Days, then an Event of Default will be deemed to have occurred and Purchaser will be entitled to the remedies set forth in Article 9 of this Agreement, without the application of any cure periods.

**5.4 Letter of Credit.** Any letter of credit provided pursuant to this Agreement shall be issued by a Creditworthy Bank in a form reasonably acceptable to Purchaser (it being agreed that the form of letter of credit attached as Exhibit E hereto is acceptable to Purchaser) and must provide, among other things, that the beneficiary of such letter of credit is entitled to draw the full amount of such letter of credit if: (i) the letter of credit has not been renewed or replaced within thirty (30) days prior to the expiration date of the letter of credit; or (ii) the issuer of the letter of credit is no longer a Creditworthy Bank and Seller has failed, within ten (10) Business Days after receipt of written notice thereof by Purchaser to replace such letter of credit with another letter of credit issued by a Creditworthy Bank, in a form acceptable to Purchaser, or other replacement Credit Support meeting the requirements of Section 5.1. Costs of a letter of credit shall be borne by Seller.

**5.5 Reporting Requirements.** Seller shall, if a guaranty has been provided by an Affiliate to satisfy the Credit Support obligations of Section 5.1, or if Seller is itself an entity with an Investment Grade Credit Rating, furnish to Purchaser audited financial statements of Seller or such Affiliate, as applicable, no later than one hundred twenty (120) days after the end of each fiscal year during the Term of this Agreement; provided, however that this obligation may be satisfied by guarantor's filing of financial statements on the Securities and Exchange

Commission's EDGAR site as part of its filing obligations under the Securities Exchange Act of 1934.

## ARTICLE 6 DATA, METERING AND MEASUREMENT

### 6.1 *Metering Equipment.*

(a) Seller:

(i) Shall provide and maintain, at its cost, appropriate Meters, metering accuracy instruments, and associated measuring and recording equipment that adhere to all applicable CAISO SQMD, National Electrical Manufacturers Association and American National Standards Institute standards that are necessary to permit an accurate determination of the quantities of the hourly amount of Energy from the Wind Project delivered to the Metering Point ("Metered Energy");

(ii) Shall provide and maintain, at its cost, appropriate Meters and associated measuring, recording, and communication equipment that adhere to all applicable Transmission Provider's standards and requirements for dispatchable intermittent renewable resources;

(iii) Shall exercise reasonable care in the maintenance and operation of any such Meters and equipment so as to assure to the maximum extent reasonably practicable an accurate determination of the quantities of the hourly Metered Energy. Seller's Primary Meter shall be located at the Metering Point or on Seller's side of the Metering Point. Except as provided in Section 6.2, Seller's Primary Meter shall be used for quantity measurements under this Agreement; and

(iv) May install and operate at the Wind Project check meters to measure Metered Energy ("Seller's Check Meters").

(b) Seller shall make data from Seller's Primary Meter and Seller's Check Meter, if installed, readily available to Purchaser via internet link or Excel file. Purchaser may use data from Seller's Check Meters if necessary to permit verification of the Metered Energy under this Agreement.

(c) Purchaser may, at Purchaser's option and its sole cost and expense, upon thirty (30) Days' notice, request Seller to install and operate at the Wind Project check meters to measure Metered Energy ("Purchaser's Check Meters"). To the extent practicable, Seller will install such meters outside of principal generating hours, but in the event operations are required to be curtailed during any period in order to install Purchaser's Check Meters, such period shall be deemed a Purchaser Voluntary Curtailment Period and all energy that would have otherwise been

made available at the Metering Point shall be treated as Deemed Energy for the purposes hereunder.

**6.2 Measurement of Metered Energy.** Readings of Seller's Primary Meter shall be conclusive as to the amount of Metered Energy delivered to the Metering Point; provided, however, that in the event, and for so long as, Seller's Primary Meter is out of service or is determined, pursuant to Section 6.3, to be registering inaccurately, measurement of Metered Energy delivered to the Metering Point shall be determined by:

(a) Seller's Designated Check Meter, if installed; or

(b) In the event that Seller's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 6.3 to be registering inaccurately, Purchaser's Check Meter if installed; or

(c) In the event that (A) Seller's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 6.3 to be registering inaccurately and (B) Purchaser's Check Meter is not installed, is out of service or is determined pursuant to Section 6.3 to be registering inaccurately, by making a mathematical calculation of the Metered Energy delivered to the Metering Point based on the actual wind and availability data during such period over which Seller's Primary Meter was out of service or registering inaccurately; or

(d) In the event that (A) Seller's Designated Check Meter is not installed, is out of service or is determined pursuant to Section 6.3 to be registering inaccurately, (B) Purchaser's Check Meter is not installed, is out of service or is determined pursuant to Section 6.3 to be registering inaccurately, and (C) the Parties reasonably determine that the mathematical calculation of the Metered Energy delivered to the Metering Point based on the actual wind and availability data is not reliable as to the period over which Seller's Primary Meter was out of service or registering inaccurately, the Parties shall promptly meet and negotiate in good faith a method for determining Metered Energy that is fair and reasonable in the circumstances.

**6.3 Testing and Correction.**

(a) The accuracy of Seller's Primary Meter and Seller's Check Meter, if installed, shall be tested and verified by Seller regularly, but in any event no less than every two (2) years. Except as set forth in Sections 6.3(d)(v) and 6.3(d)(vi), Seller shall be responsible for all costs, including inspection and testing costs, in connection with Seller's Primary Meter and Seller's Check Meter and such cost is included in the Contract Rate.

(b) The accuracy of Purchaser's Check Meter, if installed shall be tested and verified by Purchaser regularly, but in any event no less than every two (2) years. Except as set forth in Sections 6.3(d)(v) and 6.3(d)(vi), Purchaser shall be responsible for all costs, including inspection and testing costs, in connection with Purchaser's Check Meter.

(c) Each Meter shall be accurate within a zero decimal five percent (0.5%) variance.

(d) If, for any reason at any time during the Term, either Party disputes a Meter's accuracy or condition:

(i) The Party disputing the Meter's accuracy shall notify the other Party in writing;

(ii) The Party receiving such notice shall, within five (5) Days after receiving such notice, advise the other Party in writing as to its position concerning the Meter's accuracy and reasons for taking such position;

(iii) If the Parties mutually and reasonably determine that the Meter is registering outside the zero decimal five percent (0.5%) variance provided for in paragraph (c) above, then such Meter shall be deemed to be registering inaccurately for purposes of Section 6.2;

(iv) If, within fifteen (15) Days after receipt of the notice required by clause (ii) above with respect to a given Meter, the Parties are unable to mutually agree, through reasonable negotiations, on the accuracy or condition of such Meter, then either Party may submit such Dispute to an unaffiliated third-party certified meter testing company mutually acceptable to the Parties to test the Meter, and Seller shall provide such third party reasonable access to the Wind Project for purposes of testing such Meter;

(v) Following the third-party testing of a Meter provided for in Section 6.3(d)(iv), should such Meter be found (in a report distributed to both Parties) to be registering within the permitted zero decimal five percent (0.5%) variance, the disputing Party shall bear the cost of inspection and such Meter shall be deemed accurate for the purposes of calculating the Metered Energy pursuant to Section 6.2;

(vi) Following the third-party testing of a Meter provided for in Section 6.3(d)(iv), should such Meter be found (in a report distributed to both Parties) to be registering outside the permitted zero decimal five percent (0.5%) variance, the non-disputing Party shall bear the cost of inspection and such Meter shall be deemed not accurate for the purpose of calculating the Metered Energy pursuant to Section 6.2; and

(vii) Any repair or replacement of a Meter owned by Seller shall be made at the expense of Seller as soon as practicable, based on the third-party testing company's report. Any repair or replacement of a Meter owned by Purchaser shall be made at the expense of Purchaser as soon as practicable, based on the third-party testing company's report.

(e) If, upon testing, any of the Meters used to determine the amount of Metered Energy is found to be in error by more than the permitted zero decimal five percent (0.5%) variance, the quantity of Metered Energy measured since the previous test of such Meter shall be adjusted to correspond to the corrected measurements, pursuant to Section 6.2. If the difference of the payments actually made by Purchaser minus the adjusted payment is a positive number, Seller shall credit the difference, without interest, to Purchaser on the next invoice issued by Seller. If the difference is a negative number, Purchaser shall pay the difference, without interest, to Seller on the next invoice issued by Seller. Such payment or credit, as applicable, shall be made in accordance with Section 2.5.

#### **6.4 *Meter Data and Records.***

(a) Seller shall provide Purchaser a report on the day immediately following the day that such data becomes available to Seller, indicating Seller's hourly delivery of Energy to Delivery Point and fifteen-minute interval data for the prior day and, if the Parties participate in the Energy Imbalance Market, Seller's five-minute interval data. Seller's report of Energy delivery shall be sent by either: (i) a file attached to an e-mail sent to Purchaser; (ii) a secure FTP site to which Purchaser is granted access; or (iii) other method mutually acceptable to the Parties. Such file shall use comma separated value (CSV) format, or such other mutually acceptable format.

(b) Purchaser or its agent shall have the right to be present whenever Seller reads, cleans, changes, repairs, inspects, tests, calibrates, or adjusts any of Seller's equipment used in measuring or checking the measurement of the amount of Energy delivered to the Metering Point. Seller shall give at least two (2) weeks' notice to Purchaser in advance of calibrating the meters, and three (3) days' notice to Purchaser in advance of taking other action that would materially affect the accuracy of the meter unless Prudent Operating Practices necessitate executing such action upon shorter notice or unless otherwise mutually agreed by Seller and Purchaser. The records from the measuring equipment shall remain the property of Seller, but, upon request, Seller shall submit to Purchaser its records and charts, together with calculations therefrom, for inspection, verification and copying, subject to return within ten (10) Days after receipt thereof. Seller agrees to retain such records for not less than twenty-four (24) months after the expiration or termination of this Agreement.

**6.5 *Wind Data.*** Measuring equipment is installed at the Wind Project, which has the capability of measuring and recording wind data 24 hours per day. Seller shall provide Purchaser historical meteorological and generation data and real time access to Seller's historian which contains the data from the Wind Project's SCADA system. The method by which Seller provides wind data to Purchaser may be amended by mutual agreement of the Parties from time to time.

### **ARTICLE 7 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

#### **7.1 *Seller's Representations and Warranties.***

(a) Seller represents and warrants as follows:

(i) Seller is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Delaware, and authorized to conduct business in Oregon and Washington;

(ii) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) Seller has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval (except for those approvals set forth in Section 4.2) that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Seller or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) With the exception of the actions set forth in Section 4.2, Seller has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by Seller or Seller's parent, or to its knowledge threatened against Seller;

(vii) There are no actions, proceedings, suits, rulings or investigations pending or, to Seller's knowledge, threatened against Seller or any of its Affiliates that could be reasonably expected to adversely affect Seller's ability to perform its obligations under this Agreement;

(viii) This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability

limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity; and

(ix) Seller owns, and will at all times during the Term, own or otherwise have all rights necessary to produce and sell to Purchaser the Delivered Energy and Attributes as contemplated by this Agreement, free and clear of any lien, encumbrance, claim of infringement, misappropriation or any violation of the rights of other Persons, as needed at the then-current stage of development or operation of the Wind Project.

## **7.2 *Purchaser's Representations and Warranties.***

(a) Purchaser represents and warrants as follows:

(i) Purchaser is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Washington;

(ii) Purchaser has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;

(iii) Purchaser has taken all action required by Applicable Law in order to approve, execute and deliver this Agreement;

(iv) The execution and delivery of this Agreement, the consummation of the transactions contemplated herein and the fulfillment of and compliance by Purchaser with the provisions of this Agreement will not conflict with or constitute a breach of or a default under or require any consent, license or approval that has not been obtained pursuant to any of the terms, conditions or provisions of any law, rule or regulation, any order, judgment, writ, injunction, decree, determination, award or other instrument or legal requirement of any court or other agency of government, the documents of formation of Purchaser or any contractual limitation, restriction or outstanding trust indenture, deed of trust, mortgage, loan agreement, lease, other evidence of indebtedness or any other agreement or instrument to which Purchaser is a party or by which it or any of its property is bound and will not result in a breach of or a default under any of the foregoing;

(v) Purchaser has taken all such action as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby;

(vi) There are no bankruptcy, insolvency, reorganization or receiverships pending or being contemplated by Purchaser, or to its knowledge threatened against Purchaser;



(vii) There are no actions, proceedings, suits, rulings or investigations pending or, to Purchaser's knowledge, threatened against Purchaser or any of its Affiliates that could be reasonably expected to adversely affect Purchaser's ability to perform its obligations under this Agreement; and

(viii) This Agreement is a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

**7.3 Seller's Covenants.** Seller covenants that from the Commercial Operation Date through the expiration or termination of this Agreement, Seller shall comply with all Applicable Law.

**7.4 Labor.**

(a) It is Purchaser's preference for Seller to execute an engineering, procurement and construction ("EPC") contract that includes requirements that the EPC contractor utilize a Project Labor Agreement or Community Workforce Agreement for major construction activities associated with the construction of the Wind Project with LIUNA and IBEW unions that is in a reasonable and customary form. If Seller executes such an EPC contract, the Contract Rate for each Contact Year in Exhibit B shall be updated with an increase of [REDACTED] (\$ [REDACTED]) per megawatt-hour (MWh). Seller shall also make commercially reasonable efforts to ensure that such Project Labor Agreement or Community Workforce Agreement major construction activities associated with the construction of the Wind Project is eligible to be certified by the Washington Department of Labor and Industries under the standards of the Washington State Clean Energy Transformation Act (RCW 19.405).

(b) Seller shall use commercially reasonable efforts to use apprenticeship labor to meet the Washington State Apprenticeship and Training Council requirements so as to allow Purchaser to qualify for the statutory one and two-tenths (1.2) multiplier for quantifying the Attributes from the Wind Project. If Purchaser so qualifies for such multiplier, the Contract Rate for each Contact Year in Exhibit B shall be updated with an increase of [REDACTED] (\$ [REDACTED]) per megawatt-hour (MWh).

**ARTICLE 8  
INDEMNIFICATION AND INSURANCE**

**8.1 General Indemnity.**

(a) Indemnity by Seller. Subject to the provisions of Section 11.9, Seller shall release, protect, defend, indemnify and hold harmless Purchaser, its Affiliates, directors, officers, employees, agents and representatives, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees)

arising from (i) the Energy and Attributes prior to Seller's delivery of such Energy and Attributes to the Delivery Point, or (ii) any property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of the Parties) related to, arising from, or connected to the performance or non-performance by Seller of its obligations hereunder.

(b) Indemnity by Purchaser. Subject to the provisions of Section 11.9, Purchaser shall release, protect, defend, indemnify and hold harmless Seller, its Affiliates, directors, officers, employees, agents and representatives, from and against all claims, demands, causes of action, judgments, liabilities and associated costs and expenses (including reasonable attorney's fees) arising from (i) the Delivered Energy and Attributes once sold and delivered to Purchaser at the Delivery Point, or (ii) any property damage, bodily injuries or death suffered by any third party Person (including, without limitation, employees of the Parties) related to, arising from, or connected to the performance or non-performance by Purchaser of its obligations hereunder.

(c) Comparative Negligence. The indemnification provisions of this Section 8.1 shall apply notwithstanding the negligent acts or omissions of the indemnitee, but the indemnitor's liability to the indemnitee shall be reduced proportionately to the extent that a negligent act or omission of the indemnitee contributed to the loss, injury or property damage. Further, no indemnitee shall be indemnified hereunder for its loss, liability, injury and damage resulting from its gross negligence, fraud or willful misconduct.

(d) Notice and Limitation of Claims.

(i) If any Person seeking indemnification hereunder (an "Indemnified Party") believes that a claim, demand or other circumstance exists that has given or may reasonably be expected to give rise to a right of indemnification under this Section 8.1(d) (whether or not the amount thereof is then quantifiable) against a Party (the "Indemnifying Party"), such Indemnified Party shall assert its claim for indemnification by giving written notice thereof (a "Claim Notice") to the Indemnifying Party within ten (10) Business Days following receipt of notice of such claim, suit, action or proceeding by such Indemnified Party. Each Claim Notice shall describe the claim in reasonable detail. The failure of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of liability hereunder except (and then only) to the extent that the defense of such claim, suit, action or proceeding is prejudiced by the failure to give such notice.

(ii) Upon receipt by an Indemnifying Party of a Claim Notice, the Indemnifying Party shall be entitled to (i) assume and have sole control over the defense of such action or claim at its sole cost and expense and with its own counsel if it gives notice of its intention to do so to the Indemnified Party within thirty (30) days of the receipt of such notice from the Indemnified Party; provided, that the Indemnifying Party's retention of counsel shall be subject to the written consent of the Indemnified Party if such counsel creates a conflict of interest under applicable standards of professional conduct or

an unreasonable risk of disclosure of Confidential Information concerning an Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed; and (ii) negotiate a settlement or compromise of such action or claim; provided, that (A) such settlement or compromise shall include a full and unconditional waiver and release of all Indemnified Parties (without any cost or liability of any nature whatsoever to such Indemnified Parties) and (B) any such settlement or compromise shall be permitted hereunder only with the written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

(iii) If the Indemnifying Party elects to defend any such action or claim, then the Indemnified Party shall be entitled to participate in such defense with counsel reasonably acceptable to the Indemnifying Party, at such Indemnified Party's sole cost and expense. Notwithstanding the foregoing, if (i) a claim is primarily for non-monetary damages against the Indemnified Party or seeks an injunction or other equitable relief that, if granted, would reasonably be expected to be material to the Indemnified Party, (ii) the Indemnified Party shall have determined in good faith that an actual or potential conflict of interest makes representation of the Indemnifying Party and the Indemnified Party by the same counsel or the counsel selected by the Indemnifying Party inappropriate, or (iii) the claim is a criminal proceeding, then in each case the Indemnified Party may, upon notice to the Indemnifying Party, assume the exclusive right to defend, compromise and settle such claim and the reasonable fees and expenses of the Indemnified Party's separate counsel shall be borne by the Indemnifying Party to the extent the claim is indemnifiable hereunder. Notwithstanding anything to the contrary herein, for sake of clarity the Parties agree that the foregoing provisions shall not be construed so as to permit the Indemnified Party to control or assume the defense of any action, lawsuit, proceeding, investigation, demand or other claim brought against the Indemnifying Party concurrently with or in a joint proceeding in respect of any claim that is the subject of an indemnification claim hereunder by the Indemnified Party.

(iv) If, within thirty (30) days of receipt from an Indemnified Party of any Claim Notice, the Indemnifying Party (i) advises such Indemnified Party in writing that the Indemnifying Party shall not elect to defend, settle or compromise such action or claim or (ii) fails to make such an election in writing, such Indemnified Party may, at its option, defend, settle or otherwise compromise or pay such action or claim.

(v) Each Indemnified Party shall make available to the Indemnifying Party all information reasonably available to such Indemnified Party relating to such action or claim, except as may be prohibited by Applicable Law. In addition, the Parties shall render to each other such assistance as may reasonably be requested in order to ensure the proper and adequate defense of any such action or claim. The Party in charge of the defense shall keep the other Party fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto.

## 8.2 *Insurance.*

(a) Seller, at its own cost and expense, shall maintain or cause to maintain, and keep in full force and effect from the date hereof through the later of the date of expiration or termination hereof, the following insurance coverage:

(i) Workers' Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer's Liability Insurance with a minimum limits of liability bodily injury by accident of one million dollars (\$1,000,000) for each accident; bodily injury by disease one million dollars (\$1,000,000) policy limit; and bodily injury by disease one million dollars (\$1,000,000) each employee;

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury, broad form property damage, products/completed operations, contractual liability and independent contractors' protective liability all with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) annual aggregate, and two million dollars (\$2,000,000) products and completed operations aggregate;

(iii) Commercial Automobile Insurance with a minimum limit of one million dollars (\$1,000,000) combined single limit per accident with respect to bodily injury, property damage or death;

(iv) Umbrella Excess Liability Coverage with a minimum limit of ten million dollars (\$10,000,000) per occurrence and ten million dollars (\$10,000,000) annual aggregate. The combined liability limits may be satisfied through a combination of primary, umbrella/excess, and self-insured retention. Any self-insured retention is subject to approval by Purchaser, which approval shall not be unreasonably withheld;

(v) Builder's All-Risk Insurance with a minimum limit based on the total replacement cost of the Wind Project, provided that such Builder's All-Risk Insurance shall only be required during construction of the Wind Project;

(vi) Commencing on the Commercial Operation Date, All-Risk Property Insurance covering physical loss or damage to the Wind Project with minimum limits based on the total replacement cost of the Wind Project;

(vii) Professional Liability Coverage with an aggregate limit of not less than three million dollars (\$3,000,000), which may be maintained by a consultant or contractor engaged by or on behalf of Seller; and

(viii) Business Interruption Insurance which amount shall cover Seller's continuing or increased expenses resulting from full interruption for a period of six (6) calendar months and a time deductible of no more than sixty (60) days.

(b) All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof, except as provided in Section 8.2(a)(v) or 8.2(a)(vi). If any insurance policy required to be obtained hereunder is on a “claims made” basis, Seller shall either maintain either “tail” coverage or continuous “claims made” liability coverage for a minimum of six (6) years following the expiration of this Agreement.

(c) Purchaser, its officers, agents and employees shall be named as additional insured on all Commercial General Liability, Auto Liability, and Umbrella/Excess Liability insurance policies required by the specifications hereunder to be maintained by or on behalf of Seller.

(d) All policies with respect to insurance maintained by Seller, except for the Professional Liability policy, shall waive any right of subrogation of the insurers hereunder against Purchaser, its officers, directors, employees, agents and representatives of each of them, and any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy.

(e) All insurance coverage required by this Agreement shall be issued by an insurer with an A.M. Best’s rating of not less than “A-VII” or such other insurer as is reasonably acceptable to Purchaser.

(f) Subject to the continued maintenance of the minimum insurance limits set forth in this Section 8.2, Seller, or Seller’s Affiliate, retains the right to make reasonable decisions regarding its Insurance and Risk Financing Programs; including insurance terms and conditions, levels of deductibles/retentions and available limits of coverage – based on insurance market conditions, available capacity and/or other events that could impact the Seller’s, or Seller’s Affiliate’s, overall cost of insuring risk.

(g) Seller shall require its insurer(s) to endeavor to notify Purchaser of any material change in, or cancellation of, the insurance required by this Section 8.2 at least thirty (30) Days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) Days or as soon as reasonably known.

(h) Within fifteen (15) Days after the date hereof, Seller shall provide to Purchaser and thereafter maintain with Purchaser a current certificate of insurance verifying the existence of the insurance coverage required by this Agreement.

## **ARTICLE 9 DEFAULTS AND REMEDIES**

### **9.1 *Events of Default.***

(a) Each of the following shall constitute an “Event of Default” hereunder:

(i) Failure by a Party to make any payment required when due if such failure is not remedied within ten (10) Business Days after receipt by the Defaulting Party of written notice of such failure, provided such payment is not the subject of a Dispute;

(ii) Failure by a Party to perform any other material obligation hereunder (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive Firm Winter Energy, the exclusive remedy for which is provided in Section 2.13 or, if applicable, Section 9.1(a)(vii) below) if such failure is not remedied within thirty (30) days after receipt by the Defaulting Party of written notice of such failure; provided that so long as the Defaulting Party has initiated and is diligently attempting to effect a cure, such Defaulting Party's cure period shall extend for an additional sixty (60) days;

(iii) Any representation or warranty made hereunder by a Party shall have been false in any material respect when made, has resulted in a material adverse effect on the other Party and is not remedied within thirty (30) days after receipt of written notice of such failure; provided that so long as the Defaulting Party has initiated and is diligently attempting to effect a cure, such Defaulting Party's cure period shall extend for an additional sixty (60) days;

(iv) Either Party (A) makes an assignment for the benefit of its creditors, (B) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law, (C) has such petition filed against it and such petition is not withdrawn or dismissed for sixty (60) days after such filing, (D) becomes insolvent, or (E) is unable to pay its debts when due;

(v) Seller fails to establish and maintain the Credit Support as required by Article 5;

(vi) Seller delivers Firm Winter Energy from a "coal fired resource" on four (4) separate occasions;

(vii) Seller's unexcused failure to deliver the Firm Winter Energy during any period of forty-eight (48) consecutive hours, or a total of one hundred forty-four (144) hours during any Winter Period, commencing on the first anniversary of the Commercial Operation Date;

(viii) Seller's failure to cause the Wind Project to achieve an Availability Factor of at least [REDACTED] percent ([REDACTED]%) during any two consecutive Contract Years, commencing on the first anniversary of the Commercial Operation Date; and

(ix) Following an assignment under Section 11.2(c)(iii)(B)(2), the guarantor of Purchaser's obligations fails to maintain in Investment Grade Credit Rating

and Purchaser fails to provide a replacement guaranty from a guarantor with an Investment Grade Credit Rating or other security acceptable to Seller in its reasonable discretion within ten (10) Business Days after receipt of notice thereof.

## **9.2 Remedies.**

(a) Upon the occurrence of an Event of Default by a Party (the “Defaulting Party”), the other Party (the “Non-Defaulting Party”) shall have the following rights and remedies:

(i) To terminate this Agreement by providing written notice to the Defaulting Party of its exercise of its termination rights, which termination shall be effective twenty (20) days after the day such notice is deemed to be delivered under Section 11.5 (the “Early Termination Date”);

(ii) To suspend performance of its obligations and duties hereunder immediately upon delivering written notice to the Defaulting Party of its intent to exercise its suspension rights;

(iii) To withhold any payments due to the Defaulting Party under this Agreement;

(iv) To recover in connection with such termination the termination payment set forth in Section 9.3(a) or 9.3(c), respectively;

(v) To exercise any rights pursuant to Section 5.2 to draw upon any Credit Support provided by the Defaulting Party (if applicable); and

(vi) To, subject to the express limitations on remedies set forth in this Agreement, pursue any other remedy given under this Agreement or Applicable Law, now or hereafter existing at law or in equity or otherwise.

(b) Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party’s performance or non-performance hereof. “Commercially reasonable efforts” by Seller shall require Seller to use commercially reasonable efforts to maximize the price for Energy and Attributes received by Seller from third parties.

## **9.3 Event of Default Termination Payment Calculation.**

(a) Upon termination of this Agreement as a result of an Event of Default, the Non-Defaulting Party shall calculate an amount (the “Termination Payment”) equal to (i) with respect to an Event of Default occurring as of or after the Commercial Operation Date, the aggregate of (A) the Market Value of this Agreement to the Non-Defaulting Party, plus (B) any costs incurred by the Non-Defaulting Party as a result of the termination of this Agreement due to

the Defaulting Party's default, plus (C) any unpaid amounts owing under this Agreement from the Defaulting Party to the Non-Defaulting Party which arose prior to the Early Termination Date, minus (D) any unpaid amounts owing under this Agreement from the Non-Defaulting Party to the Defaulting Party and (ii) with respect to an Event of Default occurring prior to the Commercial Operation Date, the Termination Payment shall be an amount equal to [REDACTED] (\$ [REDACTED]) less the aggregate amount of delay liquidated damages actually paid by Seller pursuant to Section 4.4(b) and Section 4.4(c), except where such Event of Default is due to fraud, in which case such Event of Default will be subject to the Termination Payment set forth in Section 9.3(a)(i) above, if greater. If the Termination Payment is a positive amount, the Defaulting Party shall pay the Termination Payment to the Non-Defaulting Party. If the Termination Payment is a negative amount, the amount of the Termination Payment shall be deemed to be zero and no payment shall be made to either Party.

(b) It is understood and agreed that it is not necessary for the Non-Defaulting Party to enter into a Replacement Contract to determine the per MWh price under a Replacement Contract and if a Replacement Contract is not entered into by the Non-Defaulting Party, the per MWh price with respect to a Replacement Contract shall be the fair market price of energy (including the price for reasonably comparable Attributes associated therewith) that would have been payable under a Replacement Contract as determined in a commercially reasonable manner by the Non-Defaulting Party. In determining the per MWh price when a Replacement Contract is not entered into, the Non-Defaulting Party may consider, among other valuations, quotations from leading dealers in energy contracts, the settlement prices on established, actively traded power exchanges, other bona fide third party offers and other commercially reasonable market information.

(c) For purposes of calculating Market Value under this Section 9.3, (X) the quantity of energy used in the calculation shall be based upon reasonable assumptions regarding the future operation of the Wind Project as determined by the Non-Defaulting Party in good faith, (Y) commercially reasonable adjustments to the Replacement Contract shall be made by the Non-Defaulting Party to take into account, among other possible commercially material differences, differences due to length of term, capacity factors, Attributes and the location of the output delivery point(s) under the Replacement Contract compared to the Delivery Point hereunder, and (Z) the discount rate to be used to determine present value as of the Early Termination Date of each future payment amount shall be the sum of one hundred (100) basis points plus the yield reported on page "USD" of the Bloomberg Financial Markets Services Screen (or, if not available, any other nationally recognized trading screen reporting on-line intraday trading in United States government securities) at 11:00 a.m. (New York City, New York time) on the Early Termination Date for United States government securities having a maturity reasonably equivalent to the then remaining Term of this Agreement.

(d) In the event of termination pursuant to this Section 9.3, the Parties shall be released and discharged from any obligations arising or accruing hereunder from and after the date of such termination and shall not incur any additional liability to each other as a result of such



termination; provided that such termination shall not discharge or relieve either Party from any obligation that has accrued prior to such termination or any indemnity obligations under Article 8 or the provisions of Section 11.1, which provisions shall survive any termination of this Agreement.

## **ARTICLE 10 FORCE MAJEURE**

**10.1 Force Majeure Generally.** The performance of any obligation required hereunder shall be excused during the continuation of any Force Majeure event suffered by the Party whose performance is hindered in respect thereof, to the extent such Force Majeure event prevents the affected Party from performing its obligations under this Agreement. The affected Party's time for performance of any obligation that has been delayed due to the occurrence of a Force Majeure event shall be extended by a period of time reasonably necessary to compensate for the delay caused by the Force Majeure event, subject to any limitations on such extension provided for in this Agreement; provided, that the Party experiencing the delay or hindrance shall use diligent efforts to remedy or overcome the Force Majeure event and the suspension of performance shall be of no greater scope and of no longer duration than that required by the Force Majeure. The affected Party shall (i) as soon as reasonably practicable notify the other Party in writing describing in detail the occurrence of such Force Majeure event and the anticipated period of delay, but in no event shall the notification take longer than forty-eight (48) hours after the Party has determined that a Force Majeure event has occurred; (ii) within ten (10) Days after the Party has knowledge of the Force Majeure event, provide a written explanation of the Force Majeure event and its effect on the affected Party's performance and (iii) thereafter provide periodic written reports (no less often than weekly) on the status of the affected Party's efforts to remedy its inability to perform and a good faith estimate of when it will be able to resume performance, in each case to the extent known at the time of the report, provided that, if the affected Party fails to notify or provide a written report to the other Party within the applicable timeframes set forth above, the affected Party shall not be entitled to relief as a result thereof until such time as the affected Party has remedied such failure and, in such case and subject to all limitations set forth in this Article 10, the affected Party shall only be entitled to relief for the period of time from and after the delivery of the applicable notice. If any Force Majeure event prevents the delivery or receipt of the Delivered Energy for more than ninety (90) consecutive Days (or, if such prevention results from a Force Majeure event that prevents the procurement or requires the replacement of equipment that is not then readily available in the market on commercially reasonable terms (such equipment may, for example, include a site substation step-up transformer), such additional amount of time as may be reasonably needed to obtain and install such equipment, but not to exceed an additional one hundred eighty (180) Days), the non-affected Party may terminate this Agreement upon notice to the other Party but such termination shall be without liability of either Party except on account of amounts accrued prior to the date of such termination. Each Party suffering a Force Majeure event shall take, or cause to be taken, such action as may be necessary to overcome or otherwise to mitigate, in all material respects, the effects of any Force Majeure event suffered by either of them and to provide written notice to the other Party of such actions, and to resume performance

hereunder as soon as practicable under the circumstances. For the sake of clarity, and notwithstanding anything to the contrary in this Article 10, a Party's performance with respect to Firm Winter Energy shall be on a Firm (LD) basis.

## **10.2 Force Majeure Defined.**

(a) As used herein, "Force Majeure" shall mean any event or circumstance which wholly or partly prevents or delays the performance of any obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of reasonable diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(b) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) acts of God or the public enemy, war, whether declared or not, blockade, insurrection, riot, civil disturbance, public disorders, rebellion, violent demonstrations, revolution, sabotage or terrorist action;

(ii) any effect of unusually severe natural elements, such as fire, subsidence, earthquakes, floods, tornadoes, storms, lightning, or similar cataclysmic occurrence or other unusual natural calamities;

(iii) except as set forth in Section 10.2(c)(v) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable);

(iv) explosion, accident or epidemic;

(v) governmental action or inaction;

(vi) emergencies (including but not limited to transmission load relief events and minimum generation emergencies) declared by the Transmission Provider or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Wind Project or making it impossible for the Transmission Provider to transmit Energy or limiting the production of Energy, including Energy to be delivered pursuant to this Agreement; or

(vii) The failure of one of the Wind Project's main power transformers, provided that such failure is not caused by a failure to operate or maintain the Wind Project in a manner that is safe, prudent and reasonable and in accordance with: all Applicable Laws; the terms of this Agreement; the terms of any applicable operations and maintenance contract; any landowner agreements; all warranties and guarantees provided to Seller by manufacturers or suppliers of components of the Wind Project, including equipment warranties for the Turbines, inverters, transformers, and other balance-of-plant components included in the Wind Project; Prudent Operating Practices; Industry Standards; and Seller's safety standards.

(viii) Impacts associated with the COVID-19 pandemic (each a "COVID-19 Impact") that are not able to be determined with specificity as of the Effective Date and may include: government restrictions, Transmission Provider delays, labor shortages, labor accommodation shortages, equipment availability, permitting delays, and other service provider availability.

(c) Force Majeure shall not be based on:

(i) Purchaser's or Seller's inability to obtain transmission service and the unavailability or interruption of transmission service (unless the unavailability or the interruption was the result of a System Emergency or otherwise caused by an occurrence that itself would qualify as a Force Majeure event);

(ii) Purchaser's inability economically to use or resell the Delivered Energy or the Attributes purchased hereunder;

(iii) Seller's ability to sell the Metered Energy, Delivered Energy or the Attributes at a price greater than the price set forth in this Agreement;

(iv) Seller's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Purchaser pursuant to this Agreement;

(v) a strike, work stoppage or labor dispute arising out of or limited only to any one or more of Seller, Seller's Affiliates, or any other third party employed by Seller to work on the Wind Project; or

(vi) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

## **ARTICLE 11 MISCELLANEOUS**

### 11.1 *Confidential Information.*

(a) The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Wind Project, that they consider confidential and proprietary (the “Confidential Information”). Notwithstanding the confidential and proprietary nature of such Confidential Information, the Parties (each, the “Disclosing Party”) may make such Confidential Information available to the other (each, a “Receiving Party”) subject to the provisions of this Section 11.1.

(b) Upon receiving or learning of Confidential Information, the Receiving Party shall treat such Confidential Information as confidential and use reasonable care not to divulge such Confidential Information to any third party except as permitted hereunder or required by Applicable Law, subject to the restrictions set forth below.

(c) The restrictions of this Section 11.1 do not apply to:

(i) Release of this Agreement or any part or summary hereof to any Governmental Authority required for obtaining any approval or making any filing pursuant to Section 4.2; provided, that (a) Seller agrees to cooperate in good faith with Purchaser to maintain the confidentiality of the provisions of this Agreement by requesting confidential treatment with all filings to the extent appropriate and permitted by Applicable Law and (b) Seller shall provide reasonable notice to Purchaser, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide Purchaser an opportunity to obtain a protective order or otherwise seek to prevent, limit the scope of, or impose conditions upon such disclosure;

(ii) Information which is, or becomes, publicly known or generally available to the public other than through the action of the Receiving Party in violation of this Agreement;

(iii) Information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or which is independently developed by the Receiving Party prior to the date hereof;

(iv) Information which is received from a third party which is not known (after due inquiry) by Receiving Party to be prohibited from disclosing such information pursuant to a contractual, fiduciary or legal obligation; and

(v) Information which the Receiving Party determines is required to be disclosed pursuant to Applicable Law; provided the Receiving Party shall provide reasonable notice to the Disclosing Party of the time and scope of the intended disclosure.

(d) Notwithstanding the foregoing, the Parties may provide any Confidential Information: (i) to a Transmission Provider as required for scheduling, settlement and billing, (ii)

to any Person with review rights specified in other provisions of this Agreement and (iii) on a need-to-know basis to agents, trustees, employees, managers, officers, representatives, consultants, accountants, financial advisors, experts, legal counsel, other professional advisors to the Parties, their Affiliates, and prospective investors and Lenders to either Party, provided that in the case of clauses (ii) and (iii), such Persons have been advised of the confidential nature of the information and have agreed to maintain the confidentiality thereof on terms and conditions at least as restrictive as those set forth herein and the Party providing Confidential Information to any such Person shall be responsible for the compliance with this Agreement by any such Person. If Confidential Information is the subject of a subpoena from a third party, the receiving Party may disclose such Confidential Information on the advice of its counsel in compliance with the subpoena, provided that the Disclosing Party shall provide notice thereof to the providing Party and make reasonable efforts to afford the providing Party an opportunity to obtain a protective order or other relief to prevent or limit disclosure of the Confidential Information. The obligation to provide confidential treatment to Confidential Information shall not be affected by the inadvertent disclosure of Confidential Information by either Party.

(e) Notwithstanding anything to the contrary contained herein, (i) Purchaser may disclose Confidential Information upon reasonable notice to Seller if Purchaser reasonably determines, based upon its status as a regulated public utility, that disclosure to a Governmental Authority is necessary or appropriate in connection with any submission or application to, or response from, any such authorities regarding the Wind Project and this Agreement, the effect thereof on Purchaser's rates or investment return or similar matters, provided that Purchaser shall (A) endeavor to keep Seller informed with respect to such disclosures, (B) file a written request in the form of a motion for protective order or for confidential treatment or other comparable written request that any Confidential Information be afforded confidential treatment and otherwise endeavor to obtain confidential treatment of Confidential Information, and (C) notify Seller promptly if it receives notice of any challenge to the request that such Confidential Information be afforded confidential treatment and (ii) Seller may disclose Confidential Information upon reasonable notice to Purchaser if Seller reasonably determines, based upon its status as a publicly-traded company, that disclosure to the market, investors or a Governmental Authority is necessary or appropriate under Applicable Law or relevant exchange rules, provided that Seller shall (A) endeavor to keep Purchaser informed with respect to such disclosures, (B) limit such disclosure to the minimum required to meet Seller's obligation as determined by Seller in its reasonable discretion.

(f) Neither Party shall issue any press or publicity release, other than information that is required to be distributed or disseminated pursuant to Applicable Law (provided that the Disclosing Party has given notice to, and an opportunity to prevent disclosure by, the other Party as provided in Section 11.1(c)(v)), concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written approval of the other Party. This provision shall not prevent the Parties from releasing information which is required to be disclosed in order to obtain permits, licenses, releases and other approvals relating to the Wind Project, as are necessary in order to fulfill such Party's obligations under this Agreement.

(g) The obligations of the Parties under this Section 11.1 shall remain in full force and effect for two (2) years following the expiration or termination of this Agreement.

## **11.2 *Successors and Assigns; Assignment.***

(a) This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. In connection with any permitted assignment pursuant to this Section 11.2(a), among other things, (i) the assignee shall expressly assume all of the assignor's obligations under this Agreement (whether arising before or after such assignment) and (ii) the assignee shall agree in writing to be bound by the terms and conditions of this Agreement. In addition, with respect to any proposed assignment by Seller, (a) Seller shall deliver or cause to be delivered to Purchaser evidence reasonably satisfactory to Purchaser of the technical and financial capability of the proposed assignee, it being understood that for any proposed assignee or transferee, technical capability may be demonstrated by a showing that the assignee or transferee or its Affiliates have a minimum of three (3) years' experience in the wind energy generation and operation business, including owning, controlling or operating for at least three (3) years a minimum of five hundred (500) MW of wind energy generation capacity, or having a long-term contractual arrangement (not less than three (3) years in duration) with an operator for the Wind Project meeting such requirements and (b) Purchaser acknowledges Seller's intent to enter into, and shall not unreasonably withhold consent to, a Change of Control of Seller pursuant to which (i) an investor will become an equity owner in Seller or a direct or indirect parent of Seller through a transaction whereby (i) such investor will have a demonstrable net worth of at least [REDACTED] (\$ [REDACTED]) or will be a fund or group of funds with at least [REDACTED] (\$ [REDACTED]) under management; (ii) the Golden Hills Project Holding Company will continue to hold, directly or indirectly, non-tax equity voting interests in Seller and retain rights pursuant to the limited liability company agreement of Seller or its parent to approve major decisions involving Seller and/or the Wind Project and (iii) the Golden Hills Project Holding Company, a direct or indirect subsidiary of the Golden Hills Project Holding Company, or a third party operations and maintenance provider reasonably acceptable to Purchaser, will continue to operate the Wind Project and manage the operations of Seller on a day-to-day basis.

(b) If either Party wishes to assign, transfer, or otherwise convey its interest in this Agreement, it shall provide prior written notice of such proposed conveyance and information demonstrating the assignee or transferee meets the qualifications of Section 11.2(a) to the non-assigning Party, along with any other reasonably requested information. Within thirty (30) Days receipt of notice of any proposed assignment, the non-assigning Party shall either consent or object to the proposed assignment, such consent not to be unreasonably withheld, provided that the assigning Party shall promptly provide any information on the proposed assignee or transferee requested by the non-assigning Party during such term.

(c) Notwithstanding the foregoing, no consent shall be required for any of the following assignments of this Agreement, but in the case of clause (iii) below any such assignment shall require prior written notice to the non-assigning Party:

(i) Any assignment of this Agreement by Seller to any Lenders as collateral security for obligations under the financing documents entered into with such Lenders;

(ii) Any assignment of this Agreement by Purchaser to any of its lenders as collateral security for obligations under financing documents entered into with such lenders; and

(iii) Any assignment or transfer of this Agreement to an Affiliate; provided, in the case of an assignment by Purchaser, that such Affiliate is (A) a regulated utility with an Investment Grade Credit Rating or (B) provides a guaranty consistent with the relevant amounts set out in Section 5.1 from a parent company that has an Investment Grade Credit Rating at the time of such assignment and maintains such Investment Grade Credit Rating for the balance of the Term and that either (1) is itself a regulated utility or (2) has a subsidiary that is a regulated utility. In the event that following an assignment pursuant to Section 11.2(c)(iii)(B)(2) the parent guarantor fails to maintain an Investment Grade Credit Rating, Purchaser shall, within ten (10) Business Days, provide a replacement guaranty consistent with the relevant amounts set out in Section 5.1 from a guarantor with an Investment Grade Credit Rating or other security consistent with the relevant amounts set out in Section 5.1 acceptable to Seller in its reasonable discretion.

(d) In accordance with Section 11.2(c)(i), Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Wind Project. Purchaser will, at Seller's expense, execute a customary consent or consents to assignment of this Agreement in favor of any Lenders for collateral purposes as may be reasonably required by such Lenders, giving such Lenders "step-in" rights, cure rights with respect to Events of Default, notices of such Events of Default, and such other rights as are customary in connection with the financing of projects similar to the Wind Project, provided that (i) Purchaser will not be obligated to agree to any provisions that would adversely affect the rights or increase the duties of Purchaser under this Agreement in any material respect, including the extension of any cure periods or additional remedies for financing parties and (ii) Seller shall be responsible at Purchaser's request for Purchaser's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including attorneys' fees.

(e) Purchaser acknowledges that upon an event of default under any financing documents relating to the Wind Project, any of the Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the Wind Project, to assume, all of the interests, rights and obligations of Seller thereafter arising under this Agreement; provided that

such Lender, its designee or a new lessee or purchaser must comply with the qualifications requirements set forth in Section 11.2(a).

(f) Except in connection with Section 11.2(c)(i) above, each Party shall cause any permitted assignee or transferee of such Party's interests in, to or under this Agreement to assume all existing and future obligations of such Party to be performed under this Agreement. Except with respect to assignments pursuant to Sections 11.2(c)(i) and (ii) above, upon any permitted assignment or transfer of this Agreement, the assigning or transferring Party shall be, without further action by either Party, released and discharged from all obligations under this Agreement arising after the effective date of such assignment or transfer.

(g) Seller shall be required to assign this Agreement to any Person that becomes the direct owner of all or substantially all of the assets comprising the Wind Project concurrently with the transfer of the applicable assets. For the sake of clarity, the foregoing shall not relieve Seller of the restrictions on assignment of this Agreement contained in this Section 11.2, and therefore if consent to the necessary assignment is required, any proposed transfer of all or substantially all of the assets comprising the Wind Project shall require the consent of Purchaser to the same extent and subject to the same terms and conditions as for the required assignment of this Agreement.

(h) Any transfer by either Party not expressly permitted under this Section 11.2 shall be null and void *ab initio* and of no force or effect and further shall be deemed to be an Event of Default hereunder.

**11.3 *Change of Control of Seller.*** A Change of Control with respect to Seller shall be considered an assignment of this Agreement to a third party and shall be subject to the various requirements set forth in Section 11.2 above.

**11.4 *Financing Liens.***

(a) Seller, without approval of Purchaser, may, by security, charge or otherwise encumber its interest under this Agreement for the purposes of financing the development, construction and/or operation of the Wind Project, and Seller's Interconnection Facilities.

(b) Within ten (10) Business Days of making such encumbrance, Seller shall notify Purchaser in writing of the name, address, and telephone and facsimile numbers of each Lender to which Seller's interest under this Agreement has been encumbered. Such notice shall include the names of the account managers or other representatives of the Lenders to whom all written and telephonic communications may be addressed.

(c) After giving Purchaser such initial notice, Seller shall promptly give Purchaser notice of any change in the information provided in the initial notice or any revised notice.



**11.5 Notices.**

(a) All notices and communications required to be given pursuant to this Agreement shall be:

(i) in writing;

(ii) delivered by hand (against receipt), recorded courier or express service, or sent by electronic mail; provided, that any communications delivered by electronic mail shall be in a portable document format (PDF); and

(iii) delivered, sent or transmitted to the address for the recipient's communications as stated below; provided, that if the recipient gives the other Party notice of another address, communications shall thereafter be delivered accordingly, and if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

(b) Any such notice and communication shall be deemed to have been received by a Party as follows:

(i) if delivered by hand or delivered by courier or express service, at the time of delivery; or

(ii) if sent by electronic mail properly addressed and dispatched, upon transmission, if during the recipient's regular business hours, and otherwise, on the next business day, provided that in either case such notice shall not be effective unless a copy of such notice shall be sent by registered or certified mail, return receipt requested, postage prepaid.

(c) The addresses for notices shall be as follows:

If to Seller: Golden Hills Wind Farm LLC  
1125 NW Couch Street, Suite 600  
Portland, OR 97209  
Attn: Contract Administration  
Email: contract.administration@avangrid.com

with a copy to:

Golden Hills Wind Farm LLC  
1125 NW Couch Street, Suite 600  
Portland, OR 97209  
Attn: W. Benjamin Lackey, General Counsel  
Email: benjamin.lackey@avangrid.com

If to Purchaser: Puget Sound Energy, Inc.  
10885 NE 4th Street  
Bellevue, WA 98004-5591  
Attn: David E. Mills, Senior Vice President, Policy and Energy  
Supply  
Email: david.mills@pse.com  
Telephone: (425) 462-3618

with a copy to:

Puget Sound Energy, Inc.  
10885 NE 4th Street  
Bellevue, WA 98004-5591  
Attn: General Counsel  
Email: steve.secrist@pse.com  
Telephone: (425) 462-3178

**11.6 Amendments.** This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by authorized representatives of both Parties.

**11.7 Records; Audit Rights.**

(a) Seller shall maintain complete and accurate records of and supporting documentation for all charges under this Agreement and all other data and/or information created, generated, collected, processed or stored by Seller in its performance under this Agreement (“Contract Records”). Unless Purchaser instructs Seller to delete or destroy any Contract Records or requests the return of such Contract Records to Purchaser, Seller shall retain Contract Records for a period of at least six (6) years after the date of the performance or after termination of this Agreement (the “Retention Period”).

(b) Seller shall provide to Purchaser and its representatives through the Retention Period, access at reasonable hours to Seller personnel and facilities and to Contract Records and other pertinent information, all to the extent relevant to Seller’s performance under this Agreement. Purchaser has the right to use general audit software and other reporting tools against the data files or databases dedicated to the services provided under this Agreement and (A) will be provided direct access to data (if databases are merged and segmented logically) or (B) will review extract program or code with code run under supervision of Purchaser’s auditor. Such access shall be provided for the purpose of performing audits and inspections to, among other things, (1) verify the accuracy and completeness of Contract Records, (2) verify the accuracy and completeness of charges under this Agreement, and (3) examine Seller’s compliance with its obligations under this Agreement. If any such examination reveals any inaccuracy in any

statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Late Payment Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twenty-four (24) months from the rendition thereof, and thereafter any objection shall be deemed waived.

(c) Except as otherwise provided in this paragraph, each Party will be responsible for its own costs associated with any audit activity pursuant to this Section 11.7. If an audit reveals an overcharge of more than 10%, then Seller shall promptly reimburse Purchaser for the reasonable cost of the portion of such audit relating to the overcharge.

**11.8 *Waivers.*** Failure to enforce any right or obligation by any Party with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to that matter nor to any other matter. Any waiver by any Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing. Such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

**11.9 *Waiver of Certain Damages; Certain Acknowledgments.*** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (EXCEPT TO THE EXTENT INDEMNIFICATION PAYMENTS ARE MADE PURSUANT TO SECTION 8.1 AS A RESULT OF AN INDEMNIFIED PERSON'S OBLIGATION TO PAY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES TO A THIRD PARTY (EXCLUDING EITHER PARTY'S AFFILIATES, LENDERS, OFFICERS, DIRECTORS, SHAREHOLDERS OR MEMBERS) AS A RESULT OF ACTIONS INCLUDED IN THE PROTECTION AFFORDED BY THE INDEMNIFICATION SET FORTH IN SECTION 8.1), NEITHER PURCHASER NOR SELLER (NOR ANY OF THEIR AFFILIATES, LENDERS, CONTRACTORS, CONSULTANTS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS OR EMPLOYEES) SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES UNDER, ARISING OUT OF, DUE TO, OR IN CONNECTION WITH ITS PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY OF ITS OBLIGATIONS HEREIN, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED TO BE THE EXCLUSIVE REMEDY THEREFOR, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. THE PARTIES ALSO AGREE THAT IN ALL CASES WHERE THIS AGREEMENT PROVIDES FOR LIQUIDATED DAMAGES, THE ACTUAL DAMAGES WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY WOULD BE UNREASONABLY TIME CONSUMING AND EXPENSIVE, AND THEREFORE SUCH LIQUIDATED DAMAGES ARE A REASONABLE APPROXIMATION OF THE HARM AND NOT A PENALTY, AND IN NO EVENT SHALL SUCH LIQUIDATED DAMAGES BE CONSIDERED SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES.

**11.10 *Survival.*** Notwithstanding any provisions herein to the contrary, the obligations set forth in Article 8 and Sections 11.1 and 11.5 through 11.26, shall survive (in full force) the expiration or termination of this Agreement. All other provisions of this Agreement that must survive the expiration or earlier termination of this Agreement in order to give full force and effect to the intent of the Parties shall remain in effect and be enforceable following such expiration or termination to such extent.

**11.11 *Severability.*** If any of the terms of this Agreement are finally held or determined to be invalid, illegal or void, all other terms of the Agreement shall remain in effect, and that provision shall be severed from the remainder of the Agreement, and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible, or otherwise modified in such fashion as to preserve, to the maximum extent possible, the original intent of the Parties, and the Agreement, as so modified, shall continue to be in full force and effect; provided that the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any Applicable Law and the intent of the Parties.

**11.12 *Standard of Review.*** The Parties specifically intend and acknowledge and agree that, except as otherwise expressly provided in this Agreement neither Party shall be permitted to make a filing with the FERC under any provision of the Federal Power Act or the regulations promulgated thereunder that seeks to amend or otherwise modify, or requests the FERC to amend or otherwise modify, any provision of this Agreement at any time during the Term, except to implement an amendment or other modification to this Agreement that has been reduced to writing and signed by authorized representatives of both Parties pursuant to Section 11.6. In addition, to the extent any third party or the FERC acting *sua sponte*, seeks to amend or otherwise modify, or requests the FERC to amend or otherwise modify, any provision of this Agreement, the standard of review shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “Mobile-Sierra” doctrine).

**11.13 *Governing Law.*** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Washington without regard its conflicts of laws provisions.

**11.14 *Consent to Jurisdiction.***

(a) Each of the Parties hereto hereby irrevocably consents and agrees that any legal action or proceedings with respect to this Agreement shall be brought exclusively in any of the courts of the United States of America located in the United States District Court for the Western District of Washington, having subject matter jurisdiction, or if such court lacks subject matter jurisdiction, then the state district court for King County, Washington.

(b) By execution and delivery of this Agreement and such other documents executed in connection herewith, each Party hereby:

(i) Irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court with respect to such documents;

(ii) Irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceedings with respect to such documents brought in any such court, and further irrevocably waives, to the fullest extent permitted by law, any claim that any such suit, action or proceedings brought in any such court has been brought in any inconvenient forum;

(iii) Agrees that service of process in any such action may be effected by mailing a copy thereof by certified mail, return receipt requested, postage prepaid, to such Party its address(es) set forth in Section 11.5, or at such other address of which the other Parties hereto shall have been notified; and

(iv) Agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

**11.15 Waiver of Trial by Jury.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**11.16 Disputes.** In the event of any good faith dispute, controversy or claim between the Parties arising out of or relating to this Agreement (collectively, a “Dispute”), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations between the Parties. If such consultations do not result in a resolution of the Dispute within thirty (30) days after notice of the Dispute has been delivered to either Party, then such Dispute shall be referred to the senior management of the Parties for resolution. If the Dispute has not been resolved within thirty (30) days after such referral to the senior management of the Parties, then either Party may pursue all of its remedies available in law or equity. The Parties agree to attempt to resolve all Disputes promptly, equitably and in a good faith manner, provided, however, that failure to resolve a Dispute shall not, standing alone, constitute a breach of this Agreement. Notwithstanding the existence of a Dispute, each Party shall fulfill its obligations in accordance with the terms hereof.

**11.17 Specific Performance.** The Parties agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Agreement, the continuation of which unremedied will cause the aggrieved Party to suffer irreparable harm. Accordingly, the Parties

agree that the Parties shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach or threatened breach of any of the provisions of this Agreement and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity. This right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. The Parties agree that they will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the opposing Party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties shall not be required to provide any bond or other security in connection with any such order or injunction. The Parties also agree that (i) the seeking of any remedies pursuant to this Section 11.17 shall not in any way constitute a waiver of any right to seek any other form of relief that may be available under this Agreement.

**11.18 *No Third-Party Beneficiaries.*** Except as set forth in Article 8 and in Sections 11.2, 11.3 and 11.9, this Agreement is intended solely for the benefit of the Parties hereto and nothing contained herein shall be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

**11.19 *No Agency.*** This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

**11.20 *Further Assurances.*** Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms hereof. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 11.20.

**11.21 *Good Faith.*** The Parties shall act in accordance with principles of good faith and fair dealing in the performance of this Agreement.

**11.22 *Forward Contract.*** Each Party acknowledges and agrees that: (i) the transactions contemplated under this Agreement constitute “forward contracts” within the meaning of Title 11 of the United States Code (the “Bankruptcy Code”); (ii) Purchaser is a “forward contract merchant” within the meaning of the Bankruptcy Code; and (iii) Purchaser’s rights under Section 9.2 of this Agreement constitute “contractual rights to liquidate” the transactions within the meaning of the Bankruptcy Code. Each Party acknowledges and agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in Section 366 of the Bankruptcy Code, and each Party agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding involving a Party. In any such proceeding, each Party further agrees to waive the right to assert that the other Party is a provider of last resort.

**11.23 Separation of Functions.** Seller hereby acknowledges that (i) Purchaser is acting solely in its capacity as a local distribution company, (ii) the activities of Purchaser as Transmission Provider are outside the scope of this Agreement, and (iii) Purchaser shall not have any liabilities or obligations hereunder arising out of any actions or inactions of Purchaser acting in its role as Transmission Provider.

**11.24 Captions; Construction.** All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to affect the meaning of the content or scope of this Agreement. Any term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.



**11.25 Entire Agreement.** This Agreement supersedes all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement.



**11.26 Counterparts; Electronic Delivery.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument. The delivery of an executed counterpart of this Agreement by electronic exchange of .pdf documents shall be deemed to be valid delivery thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner appropriate to each on the date set forth above.

GOLDEN HILLS WIND FARM LLC

DocuSigned by:    
By: \_\_\_\_\_  
Name: Alejandro de Hoz  
Title: Authorized Representative

DocuSigned by:    
By: \_\_\_\_\_  
Name: Steve Krump  
Title: Authorized Representative

PUGET SOUND ENERGY, INC.

DocuSigned by: *David Mills*  
By: \_\_\_\_\_  
Name: David Mills  
Title: Senior Vice President, Policy and Energy Supply



## ANNEX I

“Affiliate” shall mean, with respect to any Person, (i) each Person that directly or indirectly, Controls such designated Person; (ii) any Person that beneficially owns or holds fifty percent (50%) or more of any class of voting securities of such designated Person or fifty percent (50%) or more of the equity interest in such designated Person; or (iii) any Person of which such designated Person beneficially owns or holds fifty percent (50%) or more of the equity interest.

“After-Tax Basis” shall mean, with respect to any payment received or deemed to have been received by any Person, the amount of such payment (the “Base Payment”) supplemented by a further payment (the “Additional Payment”) to such Person so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the highest applicable statutory rate applicable to corporations for the relevant period or periods, is subject to state and local income taxation at the highest applicable statutory rates applicable to corporations doing business in Washington, if applicable and shall take into account the deductibility (for Federal income tax purposes) of state and local income taxes.

“Agreement” shall have the meaning set forth in the first paragraph hereof.

“Alternate Delivery Point” shall mean Mid-Columbia or another alternative market selected by mutual agreement of the Parties.

“Ancillary Services” shall mean those services which can be provided to or by the Wind Project in addition to capacity and Energy, and which are described as “ancillary services” under any applicable OATT.

“Applicable Law” shall mean, with respect to any Person or the Wind Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, Governmental Approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities as may be amended, in each case applicable to or binding upon such Person or the Wind Project (as the case may be), including the standards and criteria of the North American Electric Reliability Corporation, FERC, and WECC.

“Attestation Form” shall have the meaning set forth in Section 2.3(e).

“Attributes” shall mean any and all Capacity Attributes and Generation Attributes, provided that Attributes shall not include any Incentives.

“Availability Factor” means, for any relevant measurement period, the quotient, expressed as a percentage, obtained by the calculation set forth in Exhibit J.

“Balancing Authority” shall have the meaning set forth in the NERC Glossary of Terms and shall be designated by Seller from time to time in its sole discretion. The Balancing Authority in which the Wind Project will participate initially will be the Avangrid Renewables Balancing Authority or the Bonneville Power Administration Balancing Authority. If the Balancing Authority is the Avangrid Renewables Balancing Authority, references to actions by the Balancing Authority in this Agreement shall be actions taken by the Balancing Authority on a non-discriminatory basis for purposes of meeting its reliability obligations as a Balancing Authority under its then-current processes and protocols, not as an Affiliate of Seller.

“Balancing Charges” shall have the meaning set forth in Section 2.10(a)(i).

“Bankruptcy Code” shall have the meaning set forth in Section 11.22.

“Business Day” shall mean every day other than a Saturday or Sunday or any other day on which banks in the State of Washington are permitted or required to remain closed.

“CAISO” shall mean the California Independent System Operator.

“Capacity Attributes” shall mean any and all present or future (known or unknown) defined characteristics, certificates, tags, credits, or Ancillary Service attributes, whether general in nature or specific as to the location or any other attribute of the Wind Project, intended to value any aspect of the capacity of the Wind Project to produce Energy or Ancillary Services.

“Capacity Failure” shall have the meaning set forth in Section 2.2(b).

“Capacity Payment” shall mean the applicable capacity payment set forth in Exhibit B for the Contract Year in which the Energy is delivered, as may be adjusted in accordance with 2.2(b).

“Cash Escrow Agreement” shall mean a cash escrow agreement providing for the holding, investment and disbursement of cash in a form reasonably acceptable to both Parties.

“Change of Control” shall mean, with respect to any Person, the occurrence of any one of the following with respect to such Person: (i) the consolidation with or merger into any other Person by such Person or by any other Person, or (ii) a direct or indirect assignment, conveyance, transfer, lease, exchange, conversion or other disposition of the equity interests in such Person or the voting rights with respect thereto; in either case, as a result of which the Person or Persons that Control, directly or indirectly, such Person shall cease to, directly or indirectly, Control such Person; provided, however, in each case, (A) any direct or indirect assignment, conveyance, transfer, lease, exchange, conversion, consolidation, merger or other disposition of the equity interests or debt in the Golden Hills Project Holding Company or (B) any direct or indirect sale or issuance of equity interests in Seller to a Lender pursuant to a tax equity financing transaction, shall in no event constitute a “Change of Control”; and provided further, that any transaction pursuant to which (1) the Golden Hills Project Holding Company no longer holds, directly or indirectly, non-tax equity voting interests in Seller and retains rights pursuant to the limited

liability company agreement of Seller or its parent to approve major decisions involving Seller and/or the Wind Project or (2) the Golden Hills Holding Company, or a direct or indirect subsidiary of the Golden Hills Project Holding Company, ceases to operate the Wind Project and manage the operations of Seller on a day-to-day basis, shall in each case constitute a Change of Control, regardless of whether Purchaser shall have previously approved another transaction with respect to Seller pursuant to Section 11.2(a).

“Claim Notice” shall have the meaning set forth in Section 8.1(d).

“Code” shall mean the Internal Revenue Code of 1986, as amended or any successor thereto.

“Commercial Operation” shall mean, with respect to any Turbine, that the following conditions have been fulfilled: (i) the Turbine is able to generate electricity consistent with the specifications of the Turbine manufacturer; (ii) the Turbine has been satisfactorily tested and commissioned, as evidenced by an officer’s certificate of Seller; (iii) all related facilities and rights have been completed or obtained, so as to allow for normal and continuous operation of such Turbine and delivery of Energy and Attributes for sale to Purchaser pursuant to this Agreement.

“Commercial Operation Date” shall mean, with respect to the Wind Project, that: (i) not less than ninety-five percent (95%) of the Planned Nameplate Capacity of the Wind Project is ready for continuous generation and delivery of Energy and Attributes to the Delivery Point for sale to Purchaser pursuant to the terms of this Agreement; (ii) the Wind Project has been fully tested and commissioned and all related facilities and rights have been completed or obtained to allow for normal and continuous operation of the Wind Project at the Final Nameplate Capacity; (iii) Seller shall have satisfied the requirements set forth in the Commercial Operation Certificate in the form attached as Exhibit F with respect to the Wind Project; (iv) Seller shall have delivered the true, correct, and complete Commercial Operation Certificate from Seller and a licensed professional engineer to Purchaser; and (v) Seller shall have received all local, state, and federal Governmental Approvals and other approvals as may be required by Applicable Law for the construction, operation, and maintenance of the Wind Project. The Commercial Operation Date may be as early December 1, 2021.

“Confidential Information” shall have the meaning set forth in Section 11.1.

“Construction Start Date” shall mean the date on which physical work consistent with the requirements of the Energy Facility Siting Counsel of Oregon Site Certificate issued on June 18, 2009, as amended from time to time, begins at the Site with respect to construction of the Wind Project.

“Contract Rate” shall mean the applicable rates set forth in Exhibit B for the Contract Year in which the Delivered Energy is delivered, as may be adjusted in accordance with Section 2.1(b), Section 7.4, and Exhibit B.

“Contract Records” shall have the meaning set forth in Section 11.7.

“Contract Year” shall mean each year during the Term, whether such year is comprised of 365 or 366 Days, commencing at 0000 prevailing time on the Commercial Operation Date and ending at 2400 prevailing time on the day before the first anniversary of the Commercial Operation Date, and each anniversary thereof, or, in the case of the last Contract Year, the expiration of the Initial Term or Renewal Term, as applicable.

“Contractor” shall mean the engineering, procurement and construction contractor selected by Seller to design, build, and construct the Wind Project.

“Control” of a Person, including the terms “controls,” “is controlled by,” and “under common control with,” means the possession, directly or indirectly through one or more intermediaries, of (a) a voting interest of more than fifty percent (50%) in such Person, or (b) the power to either (i) elect a majority of the directors (or Persons with equivalent management power) of such Person, or (ii) direct or cause the direction of the management or policies of such Person, whether through the ownership of securities or partnership, membership or other ownership interests, by contract, by operation of law or otherwise.

“COVID-19 Impact” shall have the meaning set forth in Section 10.2(b)(viii).

“Credit Support” shall mean (A) a guaranty in the form of Exhibit D hereto from an Affiliate with an Investment Grade Credit Rating, (B) cash delivered to a custodian to be held pursuant to a Cash Escrow Agreement as security for Seller’s payment obligations under this Agreement, (C) cash delivered to Purchaser to be held as security for Seller’s payment obligations under this Agreement, or (D) a letter of credit in the form of Exhibit E hereto from a Creditworthy Bank.

“Creditworthy Bank” shall mean a U.S. state or federally chartered commercial bank (or U.S. branch of a foreign commercial bank) which has (i) assets of at least \$10,000,000,000 and (ii) senior unsecured long term debt or deposits that, at the time when the letter of credit is delivered, are rated at least “A-” (or its current equivalent) by S&P or Fitch and at least “A3” (or its then current equivalent) by Moody’s.

“Custodian” means a Creditworthy Bank mutually agreed upon by the Parties.

“Day” or “day” shall mean a period of twenty-four (24) consecutive hours beginning at 00:00 hours Pacific Prevailing Time on any calendar day and ending at 24:00 hours Pacific Prevailing Time on the same calendar day.

“Deemed Delivered Energy” shall mean (other than with respect to Firm Winter Energy), during any hour in which a Purchaser Voluntary Curtailment shall be in effect, an amount of Energy (based on actual wind and availability data during such Purchaser Voluntary Curtailment) equal to the difference between the amount of Delivered Energy in such hour and the aggregate

amount of Energy that would have been Delivered Energy in such hour, but for such Purchaser Voluntary Curtailment. For the avoidance of doubt, the effect of a Purchaser Voluntary Curtailment on Firm Winter Energy is addressed in Section 2.13.

“Defaulting Party” shall have the meaning set forth in Section 9.2.

“Delivered Energy” shall mean all Energy delivered to Purchaser by Seller at the Delivery Point in accordance with this Agreement, and in all cases shall include any Test Energy delivered to the Delivery Point.

“Delivery Point” shall mean (i) during each hour other than a Winter Super Peak Hour (A) for the first [REDACTED] MWh of Scheduled Energy, the Primary Delivery Point and (B) with respect to all remaining Scheduled Energy, the Primary Delivery Point or, if not delivered to the Primary Delivery Point, the Alternate Delivery Point and (ii) during each Winter Super Peak Hour (A) for all Firm Winter Energy, the Primary Delivery Point and (B) if the Scheduled Energy in such hour is greater than the quantity of Firm Winter Energy, the Delivery Point for such excess Scheduled Energy shall be determined in accordance with clause (i) above (which shall be determined, for sake of clarity, by including the quantity of Firm Winter Energy in the quantity of Metered Energy for such hour).

“Disclosing Party” shall have the meaning set forth in Section 11.1(a).

“Dispute” shall have the meaning set forth in Section 11.16.

“Early Termination Date” shall have the meaning set forth in Section 9.2(a)(i).

“Effective Date” shall have the meaning set forth on the first page of this Agreement.

“Energy” shall mean electric energy in the form of three (3) phase, sixty (60) Hertz, alternating current.

“EPC” shall have the meaning set forth in Section 7.4(a).

“Event of Default” shall have the meaning set forth in Section 9.1.

“Excess Metered Energy” shall have the meaning set forth in Section 2.9(b).

“Federal Power Act” means the Federal Power Act of 1935, 16 U.S.C. § 791a, et seq.

“FERC” shall mean the Federal Energy Regulatory Commission or any successor government agency.

“Final Nameplate Capacity” shall mean the actual nameplate capacity of the Wind Project on the Commercial Operation Date.

“Firm (LD)” means, with respect to Firm Winter Energy, that either Party shall be relieved of its obligations to sell and deliver or purchase and receive Firm Winter Energy without liability only to the extent that, and for the period during which, such performance is prevented by a System Curtailment Order that curtails firm transmission that has been contracted for with a Transmission Provider for the Firm Winter Energy to be delivered to or received at the Delivery Point (which, in the case of Purchaser, may include if Purchaser owns such firm transmission capacity) and such System Curtailment Order is for (i) System Emergencies, (ii) outages (planned or unplanned) of any portion of the transmission system, (iii) abnormal system conditions or (iv) “force majeure” or “uncontrollable force” or a similar term as defined under the Transmission Provider’s tariff.

“Firm Winter Delivery Shortfall” shall have the meaning set forth in Section 2.13(a).

“Firm Winter Energy” shall have the meaning set forth in Section 2.1(b).

“Firm Winter Purchase Deficiency” shall have the meaning set forth in Section 2.13(b).

“Force Majeure” shall have the meaning set forth in Section 10.2.

“Forced Outage” shall mean the shutdown or unavailability of the Wind Project, or a portion thereof, other than as a Planned Outage, Purchaser Voluntary Curtailment or System Curtailment. A Forced Outage shall not include an outage that may be deferred to a Planned Outage consistent with Prudent Operating Practices and without causing or the reasonable likelihood of causing safety risk, damage to equipment or additional costs.

“Generation Attributes” shall mean any and all present or future (known or unknown) attributes associated with the capability of the Wind Project to produce Energy or Ancillary Services or the generation of Energy by the Wind Project, including but not limited to current or future credits, credit privileges, emissions reductions, offsets, allowances and other benefits, rights, powers or privileges, however denominated, including as such may be provided for in any currently existing or subsequently enacted Applicable Law attributable to the Wind Project or the Energy that Purchaser purchases from Seller hereunder, other than Capacity Attributes. Examples of Generation Attributes include, but are not limited to: RECs, the avoidance of the emission of any gas, chemical or other substance into the air, soil or water, or the reduction, displacement or offset of emissions resulting from fuel combustion at another location pursuant to any federal, state or local legislation or regulation addressing “greenhouse gases” or similar emissions as well as environmental or renewable energy credit trading program or any similar program now existing or hereafter developed under federal, state, local or foreign legislation or regulation or by any independent certification board or group generally recognized in the electric power industry. Generation Attributes include all rights to report ownership of any of the foregoing to any entity, organization, governmental body, or otherwise at Purchaser’s sole discretion, in each case that correspond to the Metered Energy.

“Golden Hills Project Holding Company” means Avangrid Renewables, LLC, for so long as such Person continues to be the principal parent company of the Avangrid, Inc. United States

renewables business or, if Avangrid Renewables, LLC is no longer such principal parent company, the successor principal parent company for the United States renewables business within the Avangrid, Inc. corporate structure.

“Governmental Approvals” shall have the meaning set forth in Section 4.2.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, city council, public power authority, public utility district, joint action agency, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question, including the North American Electric Reliability Corporation, FERC, and WECC.

“Guaranteed Commercial Operation Date” shall mean June 30, 2022.

“Guaranteed Annual Availability Factor” shall have the meaning set forth in Exhibit J.

“Incentives” shall mean (i) any and all present or future (whether known or unknown) state and federal production tax credits (including, but not limited to any Production Tax Credits), investment tax credits and any other tax credits which are or will be generated by the Wind Project, and (ii) present or future (whether known or unknown) cash payments, alternative digital currencies or cryptocurrencies provided or made available by non-governmental entities to the Wind Project or otherwise to renewable energy generators, or outright grants of money relating in any way to the Wind Project.

“Indemnified Party” shall have the meaning set forth in Section 8.1(d).

“Indemnifying Party” shall have the meaning set forth in Section 8.1(d).

“Industry Standards” shall mean those practices, methods, techniques and standards employed by first-tier firms providing operation and maintenance services, and related technical and administrative services to the utility-scale wind power industry in the United States with respect to the operation and maintenance of facilities of similar size, scope, nature and complexity as the Wind Project, and in accordance with the care, skill and diligence applicable to such firms.

“Initial Term” shall have the meaning set forth in Section 3.2.

“Interconnection Agreement” shall mean the Large Generator Interconnection Agreement entered into by and between Seller and Bonneville Power Administration with respect to the Wind Project, dated September 8, 2017, as amended.

“Investment Grade Credit Rating” shall mean a long-term credit rating (corporate, issuer or long-term senior unsecured debt), unsupported by third party credit support, of “Baa3” or higher by Moody’s or “BBB-” or higher by S&P, or if such Person has a credit at such time from both

Standard & Poor's and Moody's, "BBB-" or better from Standard & Poor's and "Baa3" or better from Moody's.

"Late Payment Rate" shall have the meaning set forth in Section 2.5(d).

"Lender" or "Lenders" shall mean any and all Persons or successors in interest thereof lending money, extending credit, or providing tax equity to Seller to finance the development, construction, ownership and/or operation of the Wind Project, including any refinancing(s) of such indebtedness.

"Market Value" shall mean, (a) where the Defaulting Party is Purchaser, the excess, if any, of (i) the present value as of the Early Termination Date of payments that would have been made under this Agreement for the period from the Early Termination Date to the scheduled expiration of the Term, less (ii) the present value as of the Early Termination Date of payments that are to be made under a Replacement Contract (whether or not actually entered into by Seller) during its term and (b) where the Defaulting Party is Seller, the excess, if any, of (i) the present value as of the Early Termination Date of payments that are to be made under a Replacement Contract (whether or not actually entered into by Purchaser) during its term, less (ii) the present value as of the Early Termination Date of payments that would have been made under this Agreement for the period from the Early Termination Date to the then scheduled expiration of the Term.

"Meter" shall mean a settlement quality, utility grade instrument and associated equipment meeting applicable electric industry standards as established by CAISO for SQMD, National Electrical Manufacturers Association and American National Standards Institute and used to measure and record the quantity and the required delivery characteristics of Energy delivered hereunder. Metering equipment must meet requirements for the most recent version of the CAISO Business Practice Manual for Metering as it relates to the creation of SQMD.

"Metered Energy" shall have the meaning set forth in Section 6.1(a).

"Metering Point" shall mean the point on the Bonneville Power Administration side of the last Seller's structure before the Seller's 230 kV generation transmission line connecting to the Schoolhouse 230 kV substation dead end as further as further described as the point of interconnection in the Interconnection Agreement.

"Mid-Columbia" shall mean an area which includes points at any of the switchyards associated with the following four hydro projects: Rocky Reach, Rock Island, Wanapum and Priest Rapids. These switchyards include: Rocky Reach, Rock Island, Wanapum, Valhalla, Columbia, Midway and Vantage. Mid-Columbia shall also include points in the "NW Market Hub (NWH)" or "MIDCREMOTE" as defined by Bonneville Power Administration. For scheduling purposes, the footprint described above shall dictate the delivery point name for the then current WECC scheduling protocols. If the footprint changes during the Term, a mutually agreed upon footprint that describes an area containing the most liquidity for trading purposes shall apply.



“Mid-Columbia Day-Ahead Off-Peak Price” shall mean the “ELECTRICITY-MID C OFF-PEAK-ICE” price, as published by the Intercontinental Exchange for the applicable day of delivery.

“Mid-Columbia Day-Ahead Peak Price” shall mean the “ELECTRICITY-MID C PEAK-ICE” price, as published by the Intercontinental Exchange for the applicable day of delivery.

“Mid-Columbia Day-Ahead Price” means the Mid-Columbia Day-Ahead Off-Peak Price or the Mid-Columbia Day-Ahead Peak Price, as applicable.

“Mid-Columbia Flat Price” shall mean the weighted average of the Mid-Columbia Day-Ahead Off-Peak Prices and Mid-Columbia Day-Ahead Peak Prices for the applicable month of delivery.

“Mid-Columbia Real-Time Price” shall mean the Mid-Columbia price as published by Powerdex, or other source as mutually agreed upon by the Parties, for the applicable hour of delivery.

“Milestones” shall have the meaning set forth in Section 4.4.

“Moody’s” shall mean Moody’s Investor Service, Inc. rating group, or its successor.

“MW” shall mean a megawatt of capacity.

“MWh” shall mean a megawatt-hour of Energy (rounded to the third decimal point).

“NERC Holidays” shall mean those holidays, as may be published from time to time by the North American Electric Reliability Corporation.

“Non-Defaulting Party” shall have the meaning set forth in Section 9.2.

“OATT” means a Transmission Provider’s FERC-approved open access transmission tariff (or in the case of Bonneville Power Administration, its equivalent tariff).

“Operating Procedures” shall have the meaning set forth in Section 2.12(b).

“Pacific Prevailing Time” or “PPT” shall mean the prevailing time in the eighth time zone west of Greenwich Mean Time.

“Parties” shall have the meaning set forth in the first paragraph of this Agreement.

“Party” shall have the meaning set forth in the first paragraph of this Agreement.

“Person” shall mean an individual, partnership, corporation, business trust, joint-stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company or any other entity of whatever nature.

“Planned Nameplate Capacity” shall mean the nameplate capacity of the Wind Project as determined by June 1, 2021, which shall be between 198-203 MW, limited to 200 MW at the Seller’s Interconnection Facilities.

“Planned Outage” shall mean the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more equipment groups.

“Pre-COD Termination Payment” shall have the meaning set forth in Section 4.5(d).

“Pre-Commercial Operation Credit Support” shall have the meaning set forth in Section 5.1(a).

“Primary Delivery Point” shall mean the Bonneville Power Administration contract point BPAT.PSEI in e-tag scheduling documentation.

“Prime Rate” is the rate of interest per annum from time to time published in the money rates section of The Wall Street Journal or any successor publication thereto as the “prime rate” then in effect; provided that, in the event such rate of interest is less than zero, such rate shall be deemed to be zero for purposes of this Agreement; and provided further that if such rate of interest, as set forth from time to time in the money rates section of The Wall Street Journal, becomes unavailable for any reason, the “Prime Rate” shall mean a successor rate of interest per annum mutually agreed to as between Purchaser and Seller.

“Production Tax Credits” shall mean the tax credits applicable to electricity produced from certain renewable resources pursuant to Section 45 of the Code.

“Project Expansion” shall have the meaning set forth in Section 4.3(d).

“Prudent Operating Practices” shall mean the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for wind facilities in the U.S. of similar size, type, and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Applicable Law, reliability, safety, environmental protection and reasonable standards of economy and expedition.

“Purchaser” shall have the meaning set forth in the first paragraph of this Agreement.

“Purchaser Voluntary Curtailment” shall mean the period of time during which (i) a Purchaser Voluntary Curtailment Order is in effect or (ii) Seller’s ability to tender Energy from the Wind Project for delivery at the Delivery Point is curtailed due to acts or omissions of

Purchaser, or Purchaser's designee or agent, the purpose or intent of which is to reduce deliveries of Energy by Seller under this Agreement for economic reasons.

"Purchaser Voluntary Curtailment Order" shall mean an instruction from Purchaser to Seller to reduce generation from the Wind Project by an amount and for a period of time as set forth in such instruction, for reasons unrelated to a System Curtailment Order or a Force Majeure event. For the sake of clarity, curtailment orders issued by Purchaser's transmission function in its capacity as a Transmission Provider or any other Transmission Provider are System Curtailment Orders and not Purchaser Voluntary Curtailment Orders.

"Purchaser Voluntary Curtailment Period" shall mean, with respect to a given Purchaser Voluntary Curtailment, the period during which such Purchaser Voluntary Curtailment prevents the delivery of Energy.

"Purchaser's Check Meters" shall have the meaning set forth in Section 6.1(c).

"Receiving Party" shall have the meaning set forth in Section 11.1(a).

"RECs" means any and all present or future (known or unknown) renewable energy credits, offsets or other benefits allocated, assigned or otherwise awarded or certified to Seller or Purchaser by any Governmental Authority, program administrator or other certification board or other Person generally recognized in the renewable energy industry in connection with the Wind Project, including "renewable energy credits" and/or "alternative energy credits" as defined under certain state statutes and all rights to report ownership of such in compliance with federal, state or local laws and regulations, including any reporting rights accruing under §1605(b) of the Energy Policy Act of 1992 and any present or future federal, state or local law or regulation, or international or foreign emissions trading programs.

"Remedial Action Plan" shall have the meaning set forth in Section 4.4(a)(ii).

"Replacement Renewable Energy Credits" shall mean credits that are tradable in WREGIS, which may include renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, or Green-e® products.

"Renewal Term" shall have the meaning set forth in Section 3.3.

"Replacement Contract" shall mean a contract for the purchase and sale of energy produced from a wind energy facility that (i) is entered into with a counterparty that has the same or similar creditworthiness as the Defaulting Party hereunder as of the Effective Date (or a counterparty whose obligations under the Replacement Contract are guaranteed by an entity with such creditworthiness), (ii) has a term substantially the same as the remaining unexpired portion of the Term, (iii) provides for the Attributes associated with the production of the energy to be transferred to the energy purchaser under such contract, and (iv) has an output delivery point that is the same as or substantially similar to the Delivery Point hereunder, it being understood that commercially

reasonable adjustments to the price under such contract shall be made to take into account, among other possible commercially material differences, differences due to length of term, capacity factors, Attributes and the location of the delivery point under the Replacement Contract compared to the Delivery Point hereunder.

“Replacement Price” shall have the meaning set forth in Section 2.13(c)(i).

“Retention Period” shall have the meaning set forth in Section 11.7(a).

“S&P” shall mean Standard & Poor’s rating group (a division of McGraw-Hill, Inc.), or its successor.

“Sales Price” shall have the meaning set forth in Section 2.13(c)(ii).

“Scheduled Energy” shall mean all Energy scheduled by Seller for delivery to the Delivery Point in accordance with Section 2.10(a).

“Seller” shall have the meaning set forth in the first paragraph of this Agreement.

“Seller Compliance Curtailment” shall mean the period of time during which the Wind Project is partially or fully curtailed by Seller for the purpose of complying with Applicable Law or Governmental Approvals under a written curtailment protocol approved in advance by Purchaser in its reasonable discretion.

“Seller Credit Event” shall be deemed to have occurred if at any time Seller fails to satisfy its credit support obligations of Section 5.1 hereunder, which may include (i) a failure by Seller or, if applicable, its guarantor, to maintain an Investment Grade Credit Rating, or (ii) if a bank issuing a letter of credit as Credit Support hereunder ceases to be a “Creditworthy Bank.” For purposes of this definition, a Seller Credit Event shall not be deemed to have occurred with respect to a letter of credit if Purchaser has drawn the full amount of such letter of credit pursuant to the draw conditions set forth in Section 5.4.

“Seller’s Check Meters” shall have the meaning set forth in Section 6.1(a)(iv).

“Seller’s Designated Check Meter” shall mean Seller’s Check Meter, as adjusted to reflect the Energy delivered to the Metering Point, designated from time to time by Seller to act as a backup Meter pursuant to Section 6.2.

“Seller’s Estimated Forecast” shall have the meaning set forth in Section 2.10(c)(vi).

“Seller’s Interconnection Facilities” shall mean the interconnection facilities, control and protective devices and metering facilities required to connect the Wind Project with the Transmission Provider’s Transmission System up to, and on Seller’s side of, the Metering Point.

“Seller’s Primary Meter” shall mean the Meter installed to reflect the Energy delivered to the Metering Point.

“Site” shall mean the real property located in Sherman County, Oregon on which the Wind Project is located, as further described in Exhibit A.

“Source Remedial Action Plan” shall have the meaning set forth in Section 2.1(d).

“SQMD” shall mean Settlement Quality Meter Data.

“Surplus Delivered Amount” shall have the meaning set forth in Section 2.2(a)(i)(A).

“Surplus Metered Amount” shall have the meaning set forth in Section 2.2(a)(i)(B).

“System Curtailment” shall mean the period of time during which a System Curtailment Order is in effect.

“System Curtailment Order” shall mean an instruction from a Transmission Provider or any other entity having authority, now or in the future, over the transmission system (e.g. a reliability coordinator, Balancing Authority, independent system operator, distribution operator, etc.) to reduce generation from the Wind Project or other Portfolio Resource for (i) System Emergencies, (ii) outages (planned or unplanned) of any portion of the transmission system, or (iii) abnormal system conditions.

“System Emergency” shall mean an “Emergency Condition” (as defined in a Transmission Provider’s OATT).

“Target Construction Start Date” shall mean September 1, 2020.

“Term” shall have the meaning set forth in Section 3.1.

“Termination Payment” shall have the meaning set forth in Section 9.3(a).

“Test Energy” shall have the meaning set forth in Section 2.1(c).

“Transmission Charges” shall have the meaning set forth in Section 2.9(a).

“Transmission Protocol” shall have the meaning set forth in Section 2.9(b).

“Transmission Provider” shall mean the Bonneville Power Administration prior to the Delivery Point or Puget Sound Energy, Inc., solely in its transmission function, after the Delivery Point, or any successor to the Transmission Provider’s Transmission System.

“Transmission Provider’s Transmission System” shall mean the facilities for the transmission of Energy from: (1) the Metering Point to the Delivery Point; and (2) from and after the Delivery Point.

“Turbine” shall mean a single wind turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Wind Project.

“Turbine Commitment Date” shall mean the date on which Seller shall have irrevocably committed to the purchase of all of the wind turbine equipment for the Wind Project (including nacelles, hubs, blade sets and towers), as evidenced by Seller furnishing to Purchaser a certificate from a duly authorized representative of Seller attesting to the entry into of a binding written contract therefor that includes either (i) the payment by Seller of a non-refundable deposit in cash in an amount equal to or greater than five percent (5%) of the total purchase price therefor or (ii) a liquidated damages payment in an amount equal to or greater than five percent (5%) of the total purchase price therefor in the event of an early termination or cancelation of such binding written contract, secured by either (A) a letter of credit or (B) a parent guaranty from an Affiliate of Seller.

“Washington State and Local Sales and Use Taxes” means Washington state and local retail sales and use taxes (including Washington State Retail Sales Taxes) imposed pursuant to RCW 82.08, RCW 82.12 or RCW 82.14, if any, and other substantially similar sales and use taxes imposed under Washington state or local law (including, by reason of a change in Applicable Law) which, for purposes of clarity, the Parties specifically agree shall not include any business and occupation taxes.

“WECC” shall mean the Western Electricity Coordinating Council.

“Wind Project” shall mean the approximately two hundred (200) MW electrical plant and equipment used to generate electricity utilizing renewable wind power to be located at the Site, including Turbines, necessary ancillary electrical, metering, SCADA and control equipment, Seller’s Interconnection Facilities and any and all additions, replacements or modifications hereto. The final design and specifications of the Wind Project will be chosen from the configurations set forth in Exhibit A hereto pursuant to the terms of Section 4.3(a) hereof. For the sake of clarity, the specific Turbines included within the Wind Project shall be specified on Exhibit A hereto, and shall be separate and apart from any other wind power development projects that Seller may develop adjacent to the Site.

“Winter Period” shall mean the period commencing at HE 01:00 PPT on the first day of November and ending at HE 24:00 PPT on the last day of February. For sake of clarity, if the Commercial Operation Date occurs during a Winter Period, the obligations with respect to Firm Winter Energy shall go into effect on the Commercial Operations Date (and the Capacity Payment shall apply on a pro rata basis for the month in which the Commercial Operations Date occurs).

“Winter Super Peak Hours” means those hours occurring Monday through Saturday, excluding NERC Holidays, during the Winter Period and identified as Winter Super Peak Hours

on Exhibit H, which shall initially be [REDACTED] PPT through [REDACTED] PPT and [REDACTED] PPT through hours ending [REDACTED] PPT.

“Winter Surplus Metered Amount” shall have the meaning set forth in Section 2.2(a)(ii)(B).

“WREGIS” means the Western Renewable Energy Generation Information System or its successor system(s).

**EXHIBIT A****WIND PROJECT CONFIGURATION**

Seller is building and will own and operate a Wind Project with a nameplate capacity rating of approximately two hundred (200) MW. The Wind Project is located in Sherman County, Oregon. The Wind Project will generate electrical power that will be sold wholesale.

Turbine Model	Number of Turbines	Planned Nameplate Capacity (MW)	Maximum Single String Size (MW)
Vestas 4.3-105 GE 2.5-116	41 10	201.3 MW	To be provided prior to the Commercial Operation Date



**EXHIBIT B**

**CONTRACT RATE AND CAPACITY PAYMENT**

**Initial Term**

<b>Contract Year</b>	<b>Contract Rate (\$/MWh)</b>	<b>Capacity Payment (\$/kW-mo in the Winter Period)</b>
1	\$ [REDACTED]	\$ [REDACTED]
2	\$ [REDACTED]	\$ [REDACTED]
3	\$ [REDACTED]	\$ [REDACTED]
4	\$ [REDACTED]	\$ [REDACTED]
5	\$ [REDACTED]	\$ [REDACTED]
6	\$ [REDACTED]	\$ [REDACTED]
7	\$ [REDACTED]	\$ [REDACTED]
8	\$ [REDACTED]	\$ [REDACTED]
9	\$ [REDACTED]	\$ [REDACTED]
10	\$ [REDACTED]	\$ [REDACTED]
11	\$ [REDACTED]	\$ [REDACTED]
12	\$ [REDACTED]	\$ [REDACTED]
13	\$ [REDACTED]	\$ [REDACTED]
14	\$ [REDACTED]	\$ [REDACTED]
15	\$ [REDACTED]	\$ [REDACTED]
16	\$ [REDACTED]	\$ [REDACTED]
17	\$ [REDACTED]	\$ [REDACTED]
18	\$ [REDACTED]	\$ [REDACTED]
19	\$ [REDACTED]	\$ [REDACTED]
20	\$ [REDACTED]	\$ [REDACTED]

(a) In the event that Purchaser elects to issue a notice pursuant to Section 2.18 (Emissions Performance Standard Review), the Contract Rate set forth above shall be \$ [REDACTED] /MWh and the Capacity Payment shall be eliminated.

(b) In the event that Seller executes an EPC contract that satisfies Section 7.4(a), the Contract Rate set forth above, as may be modified by (a) above, shall be modified to increase by \$ [REDACTED] /MWh.

(c) Pursuant to Section 7.4(b), in the event that Purchaser qualifies for the statutory one and two-tenths (1.2) multiplier for quantifying the Attributes from the Wind Project, the Contract Rate set forth above, as may be modified by (a) and (b) above, shall be modified to increase by \$ [REDACTED] /MWh.

(d) The Parties' expectation is that the Wind Project will qualify for the 80% Production Tax Credit. If the Applicable Law pertaining to the Incentives changes and increases the expected benefit therefrom (which may include increases, extensions to qualification for the Production Tax Credit at a percentage greater than 80% (including retroactive extensions) or other positive adjustments to the Production Tax Credits such as making them refundable or establishing grants in lieu thereof), the Parties agree that both Parties should share equally in the additional benefit, if any, therefrom. Within forty five (45) days of the effective date of the change to Applicable Law, Seller shall provide to Purchaser a good faith estimate of the additional benefit net of costs to the Wind Project, if any, based on tax equity benefits reasonably demonstrated by Seller (the "Incentive Change Benefit"). Seller and Purchaser will work together in good faith to mutually agree on a methodology for determining the value of the Incentive Change Benefit and sharing such value on a 50%/50% basis.

(e) The Parties expectation is that the Wind Project will qualify for the 80% Production Tax Credit. Notwithstanding such expectation, in the event that the Wind Project qualifies for a lower Production Tax Credit for any reason, neither the Contract Rate nor the Capacity Payment shall be adjusted.

**EXHIBIT C**

**RENEWABLE ATTESTATION FORM**

A. Reference is made to that certain Power Purchase Agreement (the “Agreement”) by and between Golden Hills Wind Farm LLC, a Delaware limited liability company (“Seller”), and Puget Sound Energy, Inc., a Washington corporation (“Purchaser”), dated [\_\_\_\_\_, \_\_\_\_]. Unless otherwise defined herein, all defined terms shall have the meanings assigned to them in the Agreement.

B. I, [Name], [Title], as the authorized representative of Seller hereby declare under penalty of perjury, that:

1. Seller has sold, transferred and delivered to Purchaser, the Attributes associated with the Metered Energy produced by that certain wind generation facility with the aggregate nameplate capacity of approximately [two hundred (200) MW AC] located at [\_\_\_\_\_] in Sherman County (“Wind Project”), Oregon; and

2. The Attributes scheduled on the table below:

- i. were generated by the Wind Project;
- ii. are solely and exclusively owned by Purchaser;
- iii. were sold only once by Seller exclusively to Purchaser;
- iv. have not been used by Seller or any third party, including to meet any other program requirements in this state, another state or jurisdiction including any federal, state, or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or renewable energy mandate;
- v. were not sold separately to any end-use customer or other wholesale provider other than Purchaser; and
- vi. were not used on-site to power any electrical generation equipment or for other on-site uses.

Generator Name	Generator ID Number	Fuel Type (If biomass, lists fuel)	#MWhs RECs/ Power Sold	1 <sup>st</sup> Date of Generator Operation (mm/yy)	NOx Emissions (Lbs/MWh)	CO <sub>2</sub> Emissions (Lbs/MWh)	CO <sub>2</sub> Emissions (Lbs/MWh)	Period of Generation (Q#/year)
		Wind			N/A	N/A	N/A	

C. This attestation may be disclosed by Seller and Purchaser to others, including any certification authority and the Washington Utilities and Transportation Commission and the Federal Energy Regulatory Commission, to substantiate and verify the accuracy of the Parties' compliance, advertising and public claims.

D. As an authorized representative of Seller, I state that the above statements are true and correct to the best of my knowledge. ***This attestation may serve as a bill of sale to confirm, in accordance with the Agreement, the transfer from Seller to Purchaser all of Seller's right, title and interest in and to the Attributes as set forth above.***

As an authorized agent of Golden Hills Wind Farm LLC, I attest that the above statements are true and correct.

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Place of Execution: \_\_\_\_\_

**EXHIBIT D**

**FORM OF SELLER'S GUARANTY**

THIS GUARANTY, dated as of \_\_\_20\_\_\_, is issued by Avangrid, Inc., a New York corporation, ("Guarantor") in favor of Puget Sound Energy, Inc., a Washington corporation ("Guaranteed Party"). [\_\_\_\_\_] LLC, an [\_\_\_\_\_] limited liability company, ("Obligor") is an indirect subsidiary of Guarantor.

**RECITALS**

A. Obligor and Guaranteed Party have entered into a Power Purchase Agreement dated as of \_\_\_, 20\_\_ (the "Agreement").

B. This Guaranty is delivered to Guaranteed Party by Guarantor pursuant to the Agreement.

**AGREEMENT**

1. Guaranty of Obligations Under the Agreement.

(a) For value received, Guarantor hereby absolutely, unconditionally and irrevocably, subject to the express terms hereof, guarantees the full payment when due of all payment obligations and performance of any and all obligations, whether now in existence or hereafter arising, by Obligor to Guaranteed Party pursuant to the Agreement (the "Obligations"). This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of all such Obligations may be or become discharged or uncollectible in any bankruptcy, insolvency or other similar proceeding, or otherwise unenforceable.

(b) Maximum Guaranteed Amount. Notwithstanding anything to the contrary herein, Guarantor's aggregate obligation to Guaranteed Party hereunder is limited to [\_\_\_\_\_] U.S. Dollars (\$\_\_\_\_\_) (the "Maximum Guaranteed Amount") except that the foregoing limitation shall not apply to the extent of any liability resulting from the fraud of the Obligor (it being understood for purposes of calculating the Maximum Guaranteed Amount of Guarantor hereunder that any payment by Guarantor either directly or indirectly to the Guaranteed Party, pursuant to a demand made upon Guarantor by Guaranteed Party or otherwise made by Guarantor pursuant to its obligations under this Guaranty including any indemnification obligations, shall reduce Guarantor's maximum aggregate liability hereunder on a dollar-for-dollar basis) and shall not either individually or in the aggregate be greater or different in character or extent than the obligations of Obligor to Guaranteed Party under the terms of the Agreement. IN NO EVENT SHALL GUARANTOR BE SUBJECT TO ANY CONSEQUENTIAL, EXEMPLARY, EQUITABLE, LOSS OF PROFITS, PUNITIVE, TORT OR OTHER SIMILAR DAMAGES UNLESS OBLIGOR IS OBLIGATED THEREFORE PURSUANT TO THE AGREEMENT.

2. Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which the

Obligations were due. If Obligor fails to pay any Obligation when due, the Guarantor will pay that Obligation directly to Guaranteed Party within twenty (20) days after written notice to Guarantor by Guaranteed Party. The written notice shall provide a reasonable description of the amount of the Obligation and explanation of why such amount is due.

3. Waiver of Defenses. Except as set forth above, Guarantor hereby waives notice of acceptance of this Guaranty and of the Obligations and any action taken with regard thereto, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of the Obligations, suit, or the taking of and failing to take other action by Guaranteed Party against Obligor, Guarantor or others and waives any defense of a surety. Without limitation, Guaranteed Party may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) make any change to the terms of the Obligations; (b) take or fail to take any action of any kind in respect of any security for the Obligations; (c) exercise or refrain from exercising any rights against Obligor or others in respect of the Obligations or (d) compromise or subordinate the Obligations, including any security therefor. Notwithstanding the foregoing, Guarantor shall be entitled to assert rights, setoffs, counterclaims and other defenses which Obligor may have to performance of any of the Obligations and also shall be entitled to assert rights, setoffs, counterclaims and other defenses that the Guarantor may have against the Guaranteed party, other than defenses based upon lack of authority of Obligor to enter into and/or perform its obligations under the Agreement or any insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or similar proceeding with respect to Obligor.

4. Term. This Guaranty shall continue in full force and effect until the satisfaction in full by Obligor of all of the Obligations under the Agreement. Guarantor further agrees that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. Guaranteed party shall return this original executed document to Guarantor within twenty (20) days of termination of this Guaranty.

5. Subrogation. Until all Obligations are indefeasibly performed in full, but subject to Section 6 hereof, Guarantor hereby waives all rights of subrogation, reimbursement, contribution and indemnity from Obligor with respect to this Guaranty and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Obligations.

6. Expenses. Whether or not legal action is instituted, Guarantor agrees to reimburse Guaranteed Party on written demand for all reasonable attorneys' fees and all other reasonable costs and expenses incurred by Guaranteed Party in enforcing its rights under this Guaranty, which reimbursement shall not be included within or count towards the Maximum Guaranteed Amount hereunder. Notwithstanding the foregoing, the Guarantor shall have no obligation to pay any such costs or expenses if, in any action or proceeding brought by Guaranteed Party giving rise to a demand for payment of such costs or expenses, it is finally adjudicated that the Guarantor is not liable to make payment under Section 2 hereof.

7. Assignment. Guarantor may not assign its rights or delegate its obligations under this Guaranty in whole or part without written consent of Guaranteed Party, *provided, however*, that Guarantor may assign its rights and delegate its obligations under this Guaranty without the consent of Guaranteed Party if (a) such assignment and delegation is pursuant to the assignment and delegation of all of Guarantor's rights and obligations hereunder, in whatever form Guarantor determines may be appropriate, to a partnership, limited liability company, corporation, trust or other organization in whatever form that succeeds to all or substantially all of Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, *provided*, such entity has an Investment Grade Rating by either Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc. ("S&P") or (b) such assignment and delegation is made to an entity within the Iberdrola S.A. group of companies that has an Investment Grade Rating by either Moody's or S&P. For purposes of this Section 7, "Investment Grade Rating" means a minimum credit rating for senior unsecured debt or corporate credit rating of BBB- by S&P or Baa3 by Moody's. Upon any such delegation and assumption of obligations and, if required, the written consent of Guaranteed Party (which consent shall not be unreasonably withheld, conditioned or delayed), Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption.

8. Non-Waiver. The failure of Guaranteed Party to enforce any provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce same. All remedies of Guaranteed Party under this Guaranty shall be cumulative and shall be in addition to any other remedy now or hereafter existing at law or in equity. The terms and provisions hereof may not be waived, altered, modified or amended except in a writing executed by Guarantor and Guaranteed Party.

9. Entire Agreement. This Guaranty and the Agreement are the entire and only agreements between Guarantor and Guaranteed Party with respect to the guaranty of the Obligations of Obligor by Guarantor. All agreements or undertakings heretofore or contemporaneously made, which are not set forth herein, are superseded hereby.

10. Notice. Any demand for payment, notice, request, instruction, correspondence or other document to be given hereunder by Guarantor or by Guaranteed Party shall be in writing and shall be deemed received (a) if given personally, when received, (b) if mailed by certified mail (postage prepaid and return receipt requested), five days after deposit in the U.S. mails, (c) if given by facsimile, when transmitted with confirmed transmission or (d) if given via overnight express courier service, when received or personally delivered, in each case with charges prepaid and addressed as follows (or such other address as either Guarantor or Guaranteed Party shall specify in a notice delivered to the other in accordance with this Section):

If to Guarantor:

Avangrid, Inc.  
1125 NW Couch, Suite 700  
Portland, Oregon 97209

Attn: Treasurer

If to Guaranteed Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

11. Counterparts. This Guaranty may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument.

12. Governing Law; Jurisdiction. This Guaranty shall be governed by and construed in accordance with the laws of the state of New York without giving effect to principles of conflicts of law. Guarantor and Guaranteed Party agree to the non-exclusive jurisdiction of any federal district court located in Multnomah County, Oregon over any disputes arising or relating to this Guaranty.

13. Further Assurances. Guarantor shall cause to be promptly and duly taken, executed and acknowledged and delivered, such further documents and instruments as Guaranteed Party may from time to time reasonably request in order to carry out the intent and purposes of this Guaranty.

14. Limitation on Liability. Except as specifically provided in this Guaranty, Guaranteed Party shall have no claim, remedy or right to proceed against Guarantor or against any past, present or future stockholder, partner, member, director or officer thereof for the payment of any of the Obligations, as the case may be, or any claim arising out of any agreement, certificate, representation, covenant or warranty made by Obligor in the Agreement.

***[SIGNATURE PAGE FOLLOWS]***



IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of the date first set forth above.

**Avangrid, Inc.,  
a New York corporation**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed:

**Puget Sound Energy, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT E**

**FORM OF LETTER OF CREDIT**

[LETTERHEAD]

[ Date ]

Irrevocable Standby Letter of Credit No.

**Beneficiary:**

Puget Sound Energy, Inc.  
10885 NE 4th Street  
Bellevue, WA 98004-5591

Attn: [Name]  
[Title]  
[Phone]  
[ ] (fax)

**Applicant:**

Avangrid, Inc. on behalf of [ ] LLC  
1125 NW Couch Street, Suite 700  
Portland, OR 97209  
Attn: Credit Department

Dear Madam or Sir:

We hereby establish for the account of [ ] LLC (the "Account Party"), our irrevocable standby letter of credit in your favor for an amount of USD \$[ ] ([*Amt in words*] Dollars United States currency) (the "Available Amount"). Account Party has advised us that this letter of credit is issued in connection with the Power Purchase Agreement, dated as of [ ], 20[ ] between Account Party and Beneficiary (as amended and as may be further amended, supplemented or otherwise modified). This letter of credit shall (i) become effective immediately for the term of one (1) year and shall expire on [ ] (the "Expiration Date"), and (ii) is subject to the following:

1. Funds under this letter of credit shall be made available to Beneficiary against its draft drawn on us in the form of Annex 1 hereto, accompanied by (a) a certificate in the form of Annex 2 hereto, appropriately completed and signed by an authorized officer of Beneficiary, dated the date of presentation and (b) the original of the letter of credit and all amendments (or photocopy of the original for partial drawings) and presented at our office located at [ ], attention [ ] (or

at any other office which may be designated by us by written notice delivered to you). A presentation under this letter of credit may be made only on a day, and during hours, in which such office is open for business (a "Business Day"). If we receive your presentation at such office on any Business Day, all in conformity with the terms and conditions of this letter of credit, we will unconditionally honor the same by making payment in accordance with your payment instructions on or before the third succeeding Business Day after such presentation. Partial and multiple drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided* that the Available Amount shall be reduced by the amount of each such drawing.

2. This letter of credit shall terminate upon the earliest to occur of (i) our receipt of a notice in the form of Annex 3 hereto signed by an authorized officer of Beneficiary, accompanied by this letter of credit for cancellation, (ii) our close of business at our aforesaid office on the Expiration Date, or if the Expiration Date is not a Business Day, then on the preceding Business Day. This letter of credit shall be surrendered to us by you upon the earlier of presentation or expiration.

3. It is a condition of the letter of credit that it shall be deemed to be automatically extended without amendment for additional one-year periods until [ ] (the "Final Expiration Date"), unless at least sixty (60) days prior to the Expiration Date we send you notice by registered mail, return receipt requested or courier service or hand delivery at the above address that we hereby elect not to consider this letter of credit extended for such additional period.

4. This letter of credit shall be governed by, and construed in accordance with, the terms of the International Standby Practices, ISP 98, International Chamber of Commerce Publication No. 590 (the "ISP"), to the extent that such terms are not inconsistent with this letter of credit. As to matters not governed by the ISP, this letter of credit shall be governed by, and construed in accordance with, the laws of the State of New York, including, without limitation, the Uniform Commercial Code as in effect in the State of New York.

5. This letter of credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for Annexes 1, 2 and 3 hereto and the notices referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as otherwise provided in this paragraph 6.

6. Communications with respect to this letter of credit shall be in writing and shall be addressed to us at the address referred to in paragraph 1 above, and shall specifically refer to this letter of credit no. \_\_\_\_\_.

Very truly yours,

[LOC Issuer]

Authorized signature

**ANNEX 1**

**TO LETTER OF CREDIT NO. \_\_\_\_\_**

Draft under Letter of Credit No. \_\_\_\_\_

[ *Month, Day, Year* ]

On [*third business day next succeeding date of presentation*]

Pay to [            ]            U.S. \$ \_\_\_\_\_ [not to exceed the Available Amount]

[Address 1]

[Address 2]

[*insert any wire instructions*]

For value received and charge to account of Letter of Credit No. \_\_\_\_\_ .

By: \_\_\_\_\_

Title: \_\_\_\_\_

ANNEX 2

TO LETTER OF CREDIT NO. \_\_\_\_\_

Drawing under Letter of Credit No. \_\_\_\_\_

The undersigned, a duly authorized officer of [ ], a [ ] located in [ ], (“Beneficiary”), hereby certifies on behalf of Beneficiary with reference to irrevocable standby Letter of Credit No. \_\_\_\_\_ (the “Letter of Credit”) issued for the account of [ ], that:

- 1) [pursuant to that certain [*agreement*] between Beneficiary and [*Avangrid account party*] dated as of [ ], an Event of Default as defined in said Agreement has occurred and as a result, the Beneficiary is entitled to payment of an amount equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_ ) from this Letter of Credit;]

--or--

[(i) Beneficiary has received notice from the Issuing Bank pursuant to Section 3 of the Letter of Credit, and (ii) the Letter of Credit will expire in fewer than thirty (30) Days from the date hereof. As such, as of the date hereof Beneficiary is entitled to draw under the Letter of Credit as specified in the accompanying sight draft.]

- 2) by presenting this certificate and the accompanying sight draft, Beneficiary is requesting that payment in the amount of \$ \_\_\_\_\_, as specified on said draft, be made under the Letter of Credit by wire transfer or deposit of funds into the account specified on said draft;
- 3) the amount specified on the sight draft accompanying this certificate does not exceed the Available Amount to which Beneficiary is entitled to draft under said [*agreement*] as of the date hereof.

In witness whereof, Beneficiary has caused this certificate to be duly executed and delivered by its duly authorized officer as of the date and year written below.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ANNEX 3**

**TO LETTER OF CREDIT NO. \_\_\_\_\_**

Notice of surrender of Letter of Credit No. \_\_\_\_\_

Date: \_\_\_\_\_

Attention: Letter of Credit Department

Re: Letter of Credit No. \_\_\_\_\_ issued for the account of [*Avangrid account party*]

Ladies and Gentlemen:

We refer to your above-mentioned irrevocable standby Letter of Credit (the “Letter of Credit”). The undersigned hereby surrenders the Letter of Credit to you for cancellation as of the date hereof. No payment is demanded of you under this Letter of Credit in connection with this surrender.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT F****COMMERCIAL OPERATION CERTIFICATE**

The undersigned, [\_\_\_\_\_] (“Seller”) [and \_\_\_\_\_ (“Licensed Professional Engineer”)] make[s] the following certifications to Puget Sound Energy, Inc. (“Purchaser”), dated as of \_\_\_\_\_. All capitalized terms not otherwise defined herein shall have the meaning given to them in the Power Purchase Agreement dated \_\_\_\_\_ between Seller and Purchaser (the “Agreement”).

**Seller hereby certifies that:**

1. The Final Nameplate Capacity of the Wind Project is [\_\_\_\_\_] MW<sub>AC</sub>.
2. Except for punch list items that would not materially affect the performance, reliability, for safe operation of the Wind Project, the same has been erected and installed by the respective suppliers (including the Contractor, the “Suppliers”), has been completed in accordance with the material applicable specifications under the respective supply agreements, and is ready for continuous generation and delivery of Energy to the Delivery Point in compliance with all Applicable Laws and Governmental Approvals.
3. Except for punch list items that would not materially affect the performance, reliability, or safe operation of the Wind Project, as required under the Agreement, all requirements necessary to achieve commercial operability thereof have been substantially completed.
4. Seller’s Interconnection Facilities have been completed in accordance with applicable specifications, tariffs, Laws and Governmental Approvals to enable power generated by the Wind Project to be received at the Delivery Point.
5. Seller has obtained all Governmental Approvals necessary for the Wind Project to continuously generate and deliver Energy to the Delivery Point and the same is in compliance with all such Governmental Approvals and all other Applicable Laws in all material respects.
6. All necessary arrangements for the prudent and proper operation and maintenance of the Wind Project have been put in place and are in full force and effect.
7. Seller has a valid leasehold or real property interest in the Site for a term of at least twenty (20) years from the Commercial Operation Date.

**Licensed Professional Engineer certifies that:**

1. We have read the Agreement, the supply agreements, the engineering, procurement and construction contract, and we understand the requirements for Commercial Operation under the Agreement, the specifications and performance testing requirements under the



supply agreements, and the requirements for commercial operation and/or substantial completion under the engineering, procurement and construction and contract.

2. We have reviewed the material and data made available to us by the Seller, the Suppliers, and the Contractor for the Wind Project.
3. To the extent practical, we have reviewed the engineering, procurement, construction and performance testing for the Wind Project and in the course of this review we have not discovered any material errors or omissions in the work performed to date.
4. We have reviewed the certifications of Seller above, and find the representations provided to be correct in all material respects.
5. We have reviewed all Governmental Approvals and permits identified by the Seller as being required for the construction and operation of the Wind Project and are of the opinion that the same is in compliance in all material respects with the environmental and technical requirements contained therein.
6. Based on our review of the aforementioned information and of information provided to us by others which we have not independently verified, we are of the opinion that, as of [\_\_\_\_\_], Commercial Operation of the Wind Project has occurred as defined in the Agreement.

Executed this [ ] day of [ ], 201[ ]

SELLER

[ ]

an [ ] limited liability company

By:

Name:

Title:

LICENSED PROFESSIONAL ENGINEER

[*Name of Licensed Professional Engineer*]

a \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ACCEPTED BY PUGET SOUND ENERGY, INC.

By:

Name:

Title:

Date

**EXHIBIT G**

**MILESTONE SCHEDULE**

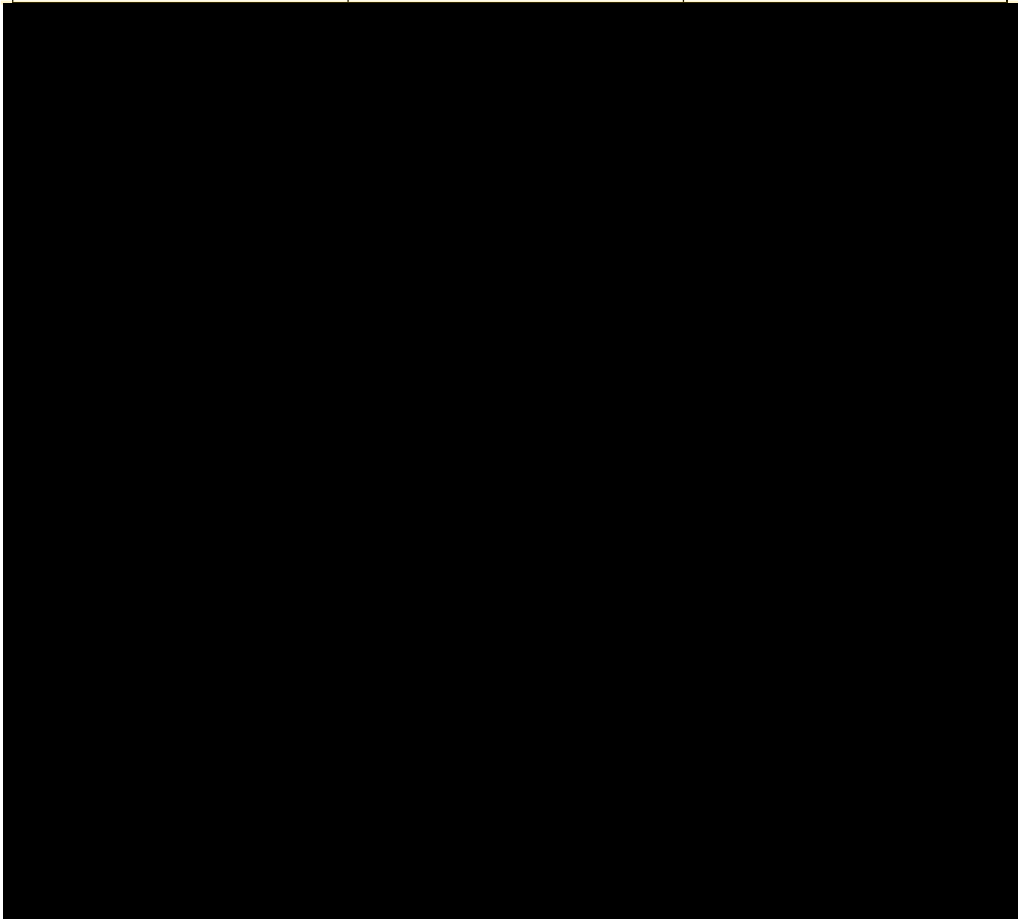
<b>MILESTONE</b>	<b>DATE</b>
FIRST FUNDING OF BPA NETWORK UPGRADES	June 30, 2020
TARGET CONSTRUCTION START DATE:	September 1, 2020
EPC AND TURBINE SUPPLY CONTRACT EXECUTION	[REDACTED]
ENERGIZATION:	[REDACTED]
TEST ENERGY:	[REDACTED]
GUARANTEED COMMERCIAL OPERATION DATE:	June 30, 2022

REDACTED  
VERSION

**EXHIBIT H**

**FIRM WINTER SUPER PEAK HOUR QUANTITIES**

The following shall be the Winter Super Peak Hours for each day of each Winter Period (or partial Winter Period if the Initial Term commences during a Winter Period), Monday through Saturday, excluding NERC Holidays. As set forth in Section 2.1(b)(i), annual updates may be made to adjust which hours during the Winter Period should be Winter Super Peak Hours.

<b>Winter Super Peak / Other</b>	<b>Hour Ending</b>	<b>MWhs</b>
		

**EXHIBIT I**

**TRANSMISSION PROTOCOL**

Any Metered Energy in excess of [REDACTED] ( [REDACTED] ) MW shall be delivered to Purchaser during each hour during the Term in accordance with the following sequential protocol:

1. Seller shall deliver the Metered Energy to the Primary Delivery Point utilizing redirected “firm” transmission from its portfolio or the portfolio of Avangrid Renewables or another Affiliate or, if not available from such sources, from market purchases if available on commercially reasonable terms as determined by Seller in its reasonable discretion.
2. Seller shall deliver the Metered Energy to the Primary Delivery Point utilizing “nonfirm” transmission from its portfolio or the portfolio of Avangrid Renewables or another Affiliate or, if not available from such sources, from market purchases if available on commercially reasonable terms as determined by Seller in its reasonable discretion.

For purposes of the above, “commercially reasonable terms” shall mean terms generally consistent with prior market conditions and assumptions subject to reasonably predictable variation during periods of higher demand, but not terms arising during abnormal or unpredictable price spikes or as a result of extreme market scarcity. None of the foregoing shall affect Seller’s obligation to deliver Firm Winter Energy.

## EXHIBIT J

### AVAILABILITY GUARANTEE

#### Section 1. Definitions.

Capitalized terms used in this Exhibit J and not defined in this Exhibit will have the meaning assigned in Annex I.

“Availability Factor” means a percentage calculated as (a) 100, multiplied by (b) the result of (i) the sum of all Metered Energy and Lost Metered Energy in the relevant Availability Period, divided by (ii) the Expected Energy in the relevant Availability Period.

“Annual Report” is defined in Section 2.4 of this Exhibit.

“Availability Damages” is defined in Section 2.2 of this Exhibit.

“Availability Period” means each Contract Year other than the first Contract Year.

“Available Resource” shall be determined by averaging the wind speed measured by the Turbine-mounted anemometers, or by other industry-approved remote sensing technology, across the Wind Project.

“Availability Shortfall” means, for any Availability Period where the Guaranteed Availability is not met, an amount of Energy, expressed in MWh, equal to (a) the Guaranteed Annual Availability Factor minus the Availability Factor during such Availability Period, multiplied by (b) the Expected Energy for such Availability Period .

“Average Energy Value” means, for any Availability Period, the average of the Mid-Columbia Flat Prices for the applicable Availability Period.

“Average Environmental Attribute Value” means the fair market price (expressed in \$/MWh or \$/MW, as applicable) of Attributes of the same vintage and quality as the RECs to be transferred under this Agreement, determined by averaging the price quotes from two independent third party brokerage services, reasonably selected by Purchaser.

“Damages Rate” means, for any Availability Period, an amount equal to the Average Energy Value for such period, plus the Average Environmental Attribute Value for such Availability Period, minus the Contract Rate for such period, provided that the Damages Rate will never be less than \$0/MWh.

“Expected Energy” means an amount for any given measurement period calculated by applying the Available Resource to the Reference Power Curve. The calculation shall assume that (i) the Wind Project is one-hundred percent (100%) available and (ii) the Turbines perform as designed by the manufacturer, specifically relative to the Reference Power Curve. Losses as

reported in the Wind Resource Assessment shall be applied to the calculation. The calculation of the Expected Energy shall include a correction for air density.

“Guaranteed Availability” is defined in Section 2.1 of this Exhibit.

“Guaranteed Annual Availability Factor” means     %.

“Lost Metered Energy” means, for any measurement period, the amount of Energy (based on actual wind and availability data during such measurement period) equal to the difference between the amount of Metered Energy in such measurement period and the aggregate amount of Energy that would have been Metered Energy in such measurement period, but for (i) a Purchaser Voluntary Curtailment, (ii) a System Curtailment Order, (iii) an event of Force Majeure or (iv) a Seller Compliance Curtailment.

“Reference Power Curve” means the Turbine manufacturer’s reference power curve used in the Wind Resource Assessment. The Reference Power Curve shall not be subject to adjustment for any reason.

“Wind Resource Assessment” means the wind resource assessment report prepared by Seller after the Turbine Commitment Date, a complete and unredacted copy of which shall be provided to Purchaser no later than sixty (60) days prior to the Commercial Operation Date

## Section 2. Availability Guarantee.

2.1. Availability Guarantee. Seller guarantees that the Wind Project will achieve an Availability Factor during each Availability Period equal to or greater than the Guaranteed Annual Availability Factor (the “Guaranteed Availability”).

2.2. Availability Damages. For any Availability Period during which Seller fails to achieve the Guaranteed Availability, Seller will pay Purchaser liquidated damages in the amount equal to the product of (a) the Availability Shortfall, times (b) the Damages Rate (“Availability Damages”). Except as provided in Section 9.1(a)(viii), the payment of Availability Damages shall be Purchaser’s sole and exclusive remedy, and Seller’s sole and exclusive liability, for any Availability Shortfall. If a payment is due from Seller, Seller shall include on the next invoice issued pursuant to Section 2.5 after the delivery of Annual Report, or as soon as reasonably practicable thereafter, a credit for such Availability Damages. Purchaser shall be permitted to net the amount of any Availability Damages against any amounts due and owing from Purchaser to Seller, regardless of whether or not Seller has yet to include such amounts on the next invoice to be issued. The provisions of Section 2.5(d) of this Agreement shall apply, *mutatis mutandis*, to any disputed amounts with respect to such invoices

2.3. Calculation of Lost Metered Energy. Lost Metered Energy shall be calculated by applying the Available Resource in such measurement period to the Reference Power Curve as used in the Wind Resource Assessment.

## 2.4. Reporting.

a. From and after the Commercial Operations Date, Seller shall calculate the Metered Energy, Lost Metered Energy and Expected Energy on an hourly basis and, on a quarterly basis no later than the tenth (10th ) day after the end of each quarterly period during a Contract Year, Seller shall furnish Purchaser with a report detailing the foregoing for the prior quarter. If requested by Purchaser, Seller shall also furnish detailed backup data supporting the calculations in such report, including the hour counters and event code reporting on a Turbine by Turbine basis as returned by the turbine controllers and SCADA system for the Wind Project and any adjustments made to such hour counter and event code reporting by Seller. If requested by Purchaser, the Parties shall meet to discuss and use commercially reasonable efforts to agree upon any reasonably proposed adjustments to the various hour counters and event codes returned by the Turbine controllers and the SCADA system, with any Disputes arising therefrom being subject to Section 11.16.

b. No later than the thirty (30) days after each Availability Period, Seller shall deliver to Purchaser a report detailing the Metered Energy, Lost Metered Energy and Expected Energy on an hourly basis during such Availability Period and calculating the Availability Factor for such Availability Period and the amount of any Availability Damages, if any, due to Purchaser (the “Annual Report”). If requested by Purchaser, Seller shall also furnish detailed backup data supporting the calculations in the Annual Report, including the hour counters and event code reporting on a Turbine by Turbine basis as returned by the turbine controllers and SCADA system for the Wind Project and any adjustments made to such hour counter and event code reporting by Seller. If requested by Purchaser, the Parties shall meet to discuss and use commercially reasonable efforts to agree upon any reasonably proposed adjustments to the various hour counters and event codes returned by the Turbine controllers and the SCADA system, and Seller’s calculation of the Availability Factor for such Availability Period, with any Disputes arising therefrom being subject to Section 11.16.

c. All reports and data contemplated by this Section 2.4 shall be furnished in their native readable format (e.g., while providing a pdf is permissible, it shall be accompanied by the original report and data in its native software format such that it is capable of being read electronically by Purchaser).



**EXHIBIT K**

**PORTFOLIO RESOURCES**

In accordance with the terms and conditions of this Agreement, except as otherwise permitted by Section 2.1, Seller shall utilize the Portfolio Resources included in this Exhibit K when providing Firm Winter Energy. Subject to Section 2.1(d) of this Agreement, the listed resources may be updated from time to time upon agreement of the Parties. The Parties expect that as of the Effective Date, the following resources meet the Emission Performance Standard defined in RCW 80.80.

- Wind Project as defined in Annex I

