

**EXHIBIT NO. ___(MM-9C)
DOCKET NO. UE-130617
2013 PSE PCORC
WITNESS: MICHAEL MULLALLY**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY, INC.,

Respondent.

Docket No. UE-130617

**FIRST EXHIBIT (CONFIDENTIAL) TO THE
PREFILED SUPPLEMENTAL DIRECT TESTIMONY OF
MICHAEL MULLALLY
ON BEHALF OF PUGET SOUND ENERGY, INC.**

**REDACTED
VERSION**

JULY 2, 2013

ASSET PURCHASE AND SALE AGREEMENT

between

PORTLAND GENERAL ELECTRIC COMPANY

and

PUGET SOUND ENERGY, INC.

Lower Snake River Phase 2 Wind Facility

Dated as of June 3, 2013

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ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (together with all Exhibits and Schedules appended hereto, this “Agreement”) dated as of June 3, 2013 (the “Effective Date”), is made by and between Portland General Electric Company, an Oregon corporation (“Buyer”), and Puget Sound Energy, Inc., a Washington corporation (“Seller”) (Seller and Buyer each a “Party” and, together, the “Parties”).

RECITALS

A. Seller owns certain meteorological towers, wind data, studies and reports, permits, ground leases and other contractual rights related to wind powered electric generating facilities and associated transmission lines and infrastructure proposed for development in Columbia and Garfield Counties, Washington, with an estimated aggregate nameplate capacity of up to 1,432 MW (the “LSR Complex”).

B. The Parties desire that Seller sell, assign, transfer, convey and deliver to Buyer, and that Buyer purchase and acquire from Seller, the right, title and interest of Seller in and to a portion of the LSR Complex necessary for Buyer to develop a wind powered electric generating facility of an expected aggregate nameplate capacity of 266.8 MW in Columbia County and its associated transmission lines and infrastructure located in Columbia County and Garfield County, Washington (the “Project”), consisting of the Purchased Assets (as hereinafter defined) and the Assumed Liabilities (as hereinafter defined), all upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

1.1 Specific Definitions.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**REDACTED
VERSION**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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(b) [REDACTED]

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(c) [REDACTED]

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(d) [REDACTED]

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(e) [REDACTED]

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(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

[REDACTED]

(iv) [REDACTED]

(v) [REDACTED]

(vi) [REDACTED]

[REDACTED]

(vii) [REDACTED]

(viii) [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted text block]

1.2 Construction.

1.2.1 [Redacted text]

1.2.2 [Redacted text]

1.2.3 [Redacted text]

1.2.4 [REDACTED]

1.2.5 [REDACTED]

1.2.6 [REDACTED]

**ARTICLE 2
ASSET PURCHASE AND SALE;
PURCHASE PRICE AND PAYMENT**

2.1 Purchase and Sale. [REDACTED]

2.2 Purchase Price. [REDACTED]

2.2.1 Closing Payment. [REDACTED]

2.2.2 Transmission Credits Payment. [REDACTED]

2.2.3 Transmission Rights Collateral Security. [REDACTED]

2.2.4 BPA EPC Deposit Reimbursement. [REDACTED]

[REDACTED]

2.3 Transaction Taxes and Fees. [REDACTED]

[REDACTED]

2.4 Assumed Liabilities. [REDACTED]

[REDACTED]

2.5 Retained Liabilities. [REDACTED]

[REDACTED]

2.5.1 [REDACTED]

[REDACTED]

2.5.2 [REDACTED]

[REDACTED]

2.5.3 [REDACTED]

2.5.4 [REDACTED]

2.5.5 [REDACTED]

[REDACTED]

2.6 Excluded Assets. [REDACTED]

[REDACTED]

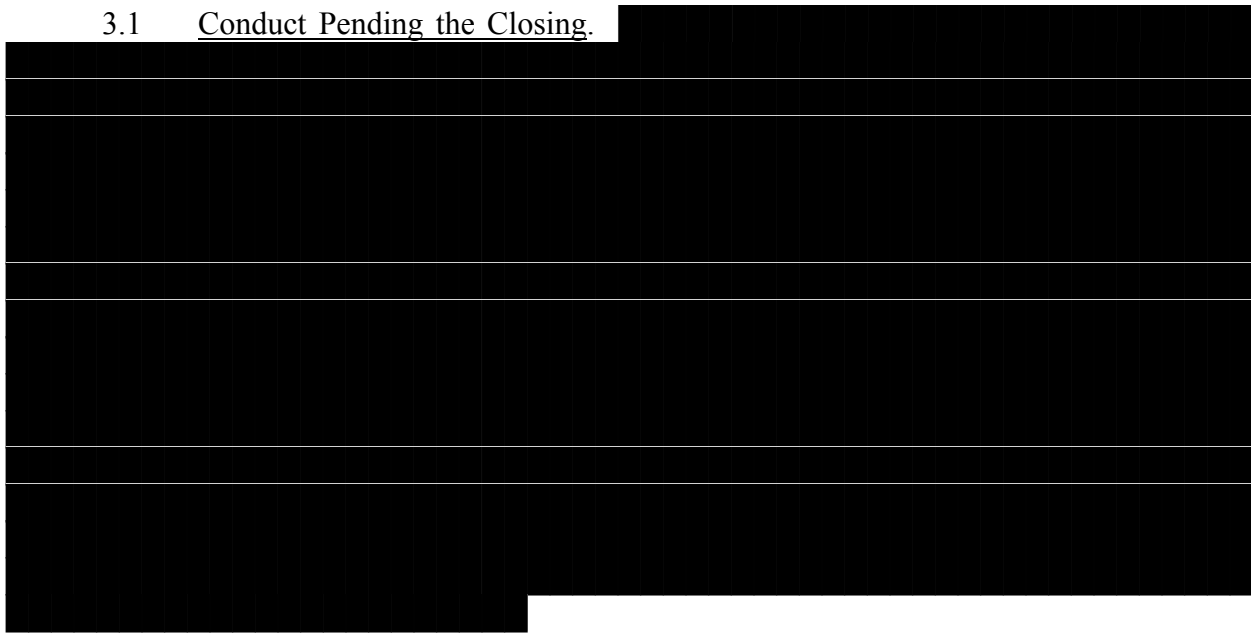
2.7 Purchase Price Tax Allocation. [REDACTED]

[REDACTED]



**ARTICLE 3
PRE-CLOSING COVENANTS REGARDING DEVELOPMENT AND ACQUISITION
OF PROJECT**

3.1 Conduct Pending the Closing.



3.2 Negative Covenants.



[REDACTED]

3.3 Buyer Conduct Pending Closing.

[REDACTED]

3.4 Cooperation Regarding Regulatory Filings.

[REDACTED]

3.5 Seller Disclosure; Schedule Updates.

[REDACTED]

3.6 Potential Revision of Preliminary Site Plan, Real Property and Amendment to Agreement.

[REDACTED]

[REDACTED]

**ARTICLE 4
CONDITIONS PRECEDENT**

4.1 Conditions Generally.

[REDACTED]

4.2 Buyer Conditions Precedent to the Closing.

[REDACTED]

4.2.1 Performance.

[REDACTED]

4.2.2 Representations and Warranties.

[REDACTED]

[REDACTED]

4.2.3 Permits and Permit Applications.

[REDACTED]

4.2.4 Conditional Use Permits.

[REDACTED]

4.2.5 Litigation.

[REDACTED]

4.2.6 Environmental Review.

[REDACTED]

[REDACTED]

4.2.7 Title Reports, Title Commitment, Title Insurance and Survey. [REDACTED]

[REDACTED]

4.2.8 Transaction Document Deliveries. [REDACTED]

[REDACTED]

4.2.9 No Material Adverse Effect. [REDACTED]

[REDACTED]

4.2.10 Non-Foreign Certificate.

[REDACTED]

4.2.11 Estoppels and Other Real Property Agreements.

[REDACTED]

4.2.12 Noise and Set-Back Easements.

[REDACTED]

4.2.13 Project Documents and Agreements.

[REDACTED]

4.2.14 Buyer Interconnection Agreement.

[REDACTED]

[REDACTED]

4.2.15 Redirection of Transmission Rights. [REDACTED]

[REDACTED]

4.2.16 Regulatory Approvals. [REDACTED]

[REDACTED]

4.2.17 Studies, Reports and Surveys. [REDACTED]

[REDACTED]

4.2.18 No Condemnation. [REDACTED]

[REDACTED]

4.2.19 Due Diligence. [REDACTED]

[REDACTED]

4.3 Seller Conditions Precedent to the Closing. [REDACTED]

[REDACTED]

4.3.1 Performance. [REDACTED]

[REDACTED]

4.3.2 Representations and Warranties. [REDACTED]

[REDACTED]

4.3.3 Litigation. [REDACTED]

[REDACTED]

[REDACTED]

4.3.4 Closing Payment. [REDACTED]

[REDACTED]

4.3.5 Document Deliveries. [REDACTED]

[REDACTED]

4.3.6 Regulatory Approvals. [REDACTED]

[REDACTED]

4.3.7 Project Documents. [REDACTED]

[REDACTED]

4.3.8 Non-Issuance of BPA Notice. [REDACTED]

[REDACTED]

4.3.9 Project Documents and Agreements. [REDACTED]

[REDACTED]

4.4 Effect of Failure of Condition on or Prior to the Closing Date. [REDACTED]

[REDACTED]

**ARTICLE 5
CLOSING**

5.1 Closing Date. [REDACTED]

[REDACTED]

5.1.1 Deliveries by Seller.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

5.1.2 Deliveries by Buyer.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

**ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF SELLER**

[REDACTED]

6.1 Organization of Seller.

[REDACTED]

6.2 Requisite Authority; Etc.

[REDACTED]

6.3 No Adverse Order or Injunctions.

[REDACTED]

[REDACTED]

6.4 No Conflict.

[REDACTED]

6.5 Solvency.

[REDACTED]

6.6 Litigation.

[REDACTED]

6.7 Third Party Consents.

[REDACTED]

[REDACTED]

6.8 Purchased Assets.

6.8.1 [REDACTED]

6.8.2 [REDACTED]

6.8.3 [REDACTED]

6.8.4 [REDACTED]

6.8.5 [REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

6.8.6

[REDACTED]

6.8.7

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

6.8.8

[REDACTED]

6.9 Tax Matters.

6.9.1

[REDACTED]

6.9.2

[REDACTED]

6.9.3

[REDACTED]

6.9.4

[REDACTED]

6.9.5

[REDACTED]

6.9.6

[REDACTED]

6.10 Contracts.

6.10.1

[REDACTED]

6.10.2

[REDACTED]

6.10.3

[REDACTED]

6.10.4

[REDACTED]

6.11 Permits and Permit Applications.

6.11.1

[REDACTED]

[REDACTED]

6.11.2 [REDACTED]

6.12 Brokers' Fees. [REDACTED]

6.13 Environmental Laws.

6.13.1 [REDACTED]

6.13.2 [REDACTED]

6.13.3 [REDACTED]

6.14 Investment Company. [REDACTED]

6.15 State and Federal Energy Regulatory and Renewable Portfolio Standards Rules Compliance. [REDACTED]

6.16 Intellectual Property. [REDACTED]

6.17 Condition of Tangible Purchased Assets. [REDACTED]

6.18 Interconnection Studies. [REDACTED]

6.19 Wind Data. [REDACTED]

6.20 Books and Records. [REDACTED]

6.21 No Other Developers. [REDACTED]

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF BUYER**

[REDACTED]

7.1 Ability to Make Payment. [REDACTED]

7.2 Organization of Buyer. [REDACTED]

7.3 Binding Agreement. [REDACTED]

[REDACTED]

7.4 Noncontravention.

[REDACTED]

7.5 Third Party Consents.

[REDACTED]

7.6 Brokers' Fees.

[REDACTED]

7.7 Litigation.

[REDACTED]

7.8 State and Federal Energy Regulatory and Renewable Portfolio Standards Rules Compliance.

[REDACTED]

**ARTICLE 8
ACCESS TO INFORMATION; PUBLIC ANNOUNCEMENTS**

8.1 Access to Management, Properties and Records.

8.1.1

[REDACTED]

[REDACTED]

8.1.2

[REDACTED]

8.1.3

[REDACTED]

8.2 Confidentiality.

8.2.1

[REDACTED]

8.2.2

[REDACTED]

[REDACTED]

8.2.3

[REDACTED]

8.2.4

[REDACTED]

8.2.5

[REDACTED]

8.3 Restriction on Public Announcements.

[REDACTED]

**ARTICLE 9
MUTUAL COVENANTS**

9.1 Communications with Third Parties. [REDACTED]

[REDACTED]

9.2 Satisfaction of Conditions. [REDACTED]

[REDACTED]

9.3 Insurance. [REDACTED]

[REDACTED]

9.4 Further Assurances. [REDACTED]

[REDACTED]

**ARTICLE 10
COVENANTS OF SELLER**

10.1 Firm Transmission Rights. [REDACTED]

[REDACTED]

[REDACTED]

10.1.1 Measure of Economic Loss.

[REDACTED]

10.1.2 Measure of Amount of Curtailed Electricity.

10.1.2.1

[REDACTED]

10.1.2.2

[REDACTED]

10.2 Title Curative Work.

10.2.1

[REDACTED]

[REDACTED]

10.2.2 [REDACTED]

[REDACTED]

10.2.3 [REDACTED]

[REDACTED]

10.3 Exclusivity. [REDACTED]

[REDACTED]

(a) [REDACTED]

[REDACTED]

(b) [REDACTED]

[REDACTED]

(c) [REDACTED]

[REDACTED]

(d) [REDACTED]

[REDACTED]

**ARTICLE 11
INDEMNIFICATION**

11.1 Survival.

[REDACTED]

11.1.1

[REDACTED]

11.2 Applicable Survival Period.

[REDACTED]

11.3 Indemnification by Seller.

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

11.3.1

[REDACTED]

11.4 Indemnification by Buyer.

11.4.1

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

11.5 Claims for Indemnification.

[REDACTED]

11.6 Defense.

[REDACTED]

[REDACTED]

11.7 Limitations on Indemnity.

11.7.1

[REDACTED]

11.7.2

[REDACTED]

[REDACTED]

11.7.3

[REDACTED]

11.7.4

[REDACTED]

**ARTICLE 12
TERMINATION OF AGREEMENT; REMEDIES AND CURE AND FORCE MAJEURE**

12.1 Termination by Lapse of Time.

[REDACTED]

[REDACTED]

12.2 Termination Other Than by Lapse of Time. [REDACTED]

[REDACTED]

12.3 Cure of Pre-Closing Breach. [REDACTED]

[REDACTED]

12.4 Remedies for Pre-Closing Breach; Effect of Termination. [REDACTED]

[REDACTED]

12.5 Cure Period for Post-Closing Breach and Remedies for Post-Closing Breach. [REDACTED]

[REDACTED]

[REDACTED]

12.6 Force Majeure.

[REDACTED]

**ARTICLE 13
NOTICES**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 14
MISCELLANEOUS**

14.1 Successors and Assigns.

[REDACTED]

14.2 Entire Agreement; Amendments; Attachments.

[REDACTED]

14.3 Severability.

[REDACTED]

14.4 Dispute Resolution.

14.4.1

[REDACTED]

dispute, to attempt to resolve the dispute.

14.4.2

[REDACTED]

and/or (c) as to personal jurisdiction.

14.4.3

[REDACTED]

14.5 Governing Law.

[REDACTED]

[REDACTED]

14.6 Section Headings. [REDACTED]

[REDACTED]

14.7 Counterparts. [REDACTED]

[REDACTED]

14.8 No Third Party Beneficiaries. [REDACTED]

[REDACTED]

14.9 Waiver. [REDACTED]

[REDACTED]

14.10 Costs. [REDACTED]

[REDACTED]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

SELLER:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name: Daniel A. Doyle
Title: Senior Vice President and Chief Financial
Officer

Buyer:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By: _____
Name: James J. Piro
Title: President and Chief Executive Officer

EXHIBIT A
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT
CONDITIONAL USE PERMITS

THIS ASSIGNMENT AND ASSUMPTION (this “Assignment”) is made as of _____, 2013, by and between PUGET SOUND ENERGY, INC., a Washington corporation (“Assignor”), and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“Assignee”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Assignor holds all interest, right, and title to Conditional Use Permit #2009-03 (“CUP #2009-003”) issued by Columbia County, Washington on May 10, 2010, and Conditional Use Permit #012609 (“CUP #012609”) issued by Garfield County, Washington on November 25, 2009, which collectively entitle Assignor to site, develop, construct, and operate up to 1,432 MW of installed nameplate capacity and up to 795 wind turbines and associated generation and transmission facilities on real property to which Assignor holds leases and easements in Columbia and Garfield Counties, subject to terms and conditions established in CUP #2009-03 and CUP #012609, referred to herein as the Lower Snake River Complex (the “LSR Complex”); and

WHEREAS, pursuant to a Large Generator Interconnection Agreement entered into by and between Assignor and the Bonneville Power Administration (“BPA”) on May 13, 2010, interconnection of electricity generated on and by the LSR Complex occurs at the Central Ferry Substation (“CF Substation”) owned and operated by BPA in Garfield County, Washington; and

WHEREAS, Assignor has developed, constructed and currently owns and operates an approximately 343 MW nameplate capacity wind-powered electric generating facility in Garfield County under CUP #012609 commonly known as the Lower Snake River Phase 1 Project (“LSR1”) and which comprises a portion of the entire LSR Complex; and

WHEREAS, Assignor owns development assets related to the development of an approximately 266.8MW nameplate capacity wind-powered electric generating facility in Columbia County commonly known as the Lower Snake River Phase 2 Project (“LSR2”) and which comprises a portion of the entire LSR Complex; and

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement (the “Purchase Agreement”), dated as of June, 3, 2013, by and between Assignor and Assignee, the Assignor has agreed to assign or cause to be assigned as of the Closing Date (as defined in the Purchase Agreement), to Assignee, Assignor’s rights and interest under CUP #2009-003 to site, develop, construct and operate 266.8 MW of installed nameplate capacity and associated Project (as defined in the Purchase Agreement) and transmission for LSR2 (the “Assumed CUP #2009-003 Interest”) on designated real property for which leases and easements shall be assigned and transferred from Assignor to Assignee pursuant to the Purchase Agreement, and Assignee has agreed to assume, as of the Closing Date, all of Assignor’s obligations with respect to the Assumed CUP #2009-003 Interest, subject to the terms and conditions set forth in this

Assignment and the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign or cause to be assigned as of the Closing Date to Assignee, Assignor's rights and interest under CUP #012609 to site, develop, construct and operate transmission facilities over real property, for which easements shall be assigned and transferred by Assignor to Assignee pursuant to the Purchase Agreement, for the delivery of 266.8 MW of electricity generated by and from LSR2 to a point of interconnection with the CF Substation (the "Assumed CUP #012609 Interest"), and Assignee has agreed to assume, as of the Closing Date, all of Assignor's obligations with respect to the Assumed CUP #012609 Interest, subject to the terms and conditions set forth in this Assignment and the Purchase Agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment of Assumed CUP #2009-003 Interest

[REDACTED]

2. Assignment of Assumed CUP #012609 Interest

[REDACTED]

3. Assumption of Obligations and Liabilities by Assignee.

[REDACTED]

a.

[REDACTED]

[REDACTED]

b.

[REDACTED]

4. **Cumulative Effects of Simultaneous Operations.**

[REDACTED]

5. **Modification of CUPs.**

[REDACTED]

6. Nocturnal Passerine Migratory and Mule Deer Studies.

[REDACTED]

7. Counterparts.

[REDACTED]

8. Governing Law.

[REDACTED]

9. Binding Effect.

[REDACTED]

10. Prevailing Party Costs.

[REDACTED]

11. Warranty of Signers.

[REDACTED]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

**PORTLAND GENERAL ELECTRIC
COMPANY,** an Oregon corporation

By: _____
Name: _____
Its: _____

EXHIBIT B
FORM OF ACCESS AGREEMENT AND WIND DATA LICENSE

AFTER RECORDING, RETURN TO

ACCESS AGREEMENT AND WIND DATA LICENSE
LOWER SNAKE RIVER PHASE 2 WIND PROJECT

This ACCESS AGREEMENT AND WIND DATA LICENSE (this “Agreement”) is dated as of _____, 2013 (the “Effective Date”), and is entered into by and between Portland General Electric Company, an Oregon corporation (“Buyer”), Puget Sound Energy, Inc., a Washington corporation (“Seller”) (Seller and Buyer each a “Party” and, together, the “Parties”).

RECITALS

A. This Agreement is entered into by the Parties in connection with the acquisition by Buyer of the Purchased Assets all as more particularly described in that certain Asset Purchase and Sale Agreement dated as of June 3, 2013, by and between the Parties (the “Purchase Agreement”). Capitalized terms used but not defined in this Agreement shall have the meanings given them in the Purchase Agreement.

B. The Purchased Assets include, without limitation, that certain Wind Energy Ground Lease and Transmission and Access Easements originally between Whitman College, as Landlord, and Blue Sky Wind, LLC, as Tenant, dated April 7, 2008, as amended pursuant to an Amendment to Wind Energy Ground Lease and Transmission and Access Easements dated May 13, 2013, and further assigned from Seller to Buyer pursuant to that certain Assignment and Assumption of Real Property between Buyer and Seller dated as of the date hereof (collectively, the “Whitman Lease”). A memorandum of the Whitman Lease was filed for record with the Columbia County Auditor under File No. 30440, and the real property subject to the Whitman Lease is legally described therein.

C. The Purchased Assets also include, without limitation, the Meteorological Towers, one of which is permanent meteorological tower number “3” (the “Tower”) located on certain real property that is subject to the Whitman Lease (the “Site”).

D. Pursuant to the Purchase Agreement, and as a condition precedent to the acquisition of the Purchased Assets by Buyer from Seller, the Parties have agreed to enter into this Agreement pursuant to which Buyer shall license to Seller the right to receive and use all existing and future meteorological information collected from the Tower and Buyer shall grant Seller the right to access the Tower on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Wind Data.

[REDACTED]

2. License of Wind Data.

[REDACTED]

3. Maintenance of Tower.

a.

[REDACTED]

b.

[REDACTED]

c.

[REDACTED]

d.

[REDACTED]

4. Term and Termination.

[REDACTED]

5. Specific Performance.

[REDACTED]

6. Grant of Access Right.

[REDACTED]

7. Covenants and Representations of Seller

a.

[REDACTED]

b.

[REDACTED]

[REDACTED]

c. [REDACTED]

8. Covenants and Representations of Buyer.

a. [REDACTED]

b. [REDACTED]

c. [REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

9. Notices. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. Miscellaneous.

a. [REDACTED]

b. [REDACTED]

c. [REDACTED]

[REDACTED]

d. [REDACTED]

e. [REDACTED]

f. [REDACTED]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Access Agreement and Wind Data License has been duly executed by the Parties as of and on the date first above written.

SELLER:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name: _____
Title: _____

Buyer:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON

)

) ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the _____ of Portland General Electric Company, an Oregon corporation to be the free and voluntary act of such party for the uses, and purposes mentioned in the instrument.

Dated: _____, 2013.

Notary Public
Print Name _____
My commission expires _____



(Use this space for notarial stamp/seal)

EXHIBIT C
PRELIMINARY SITE PLAN

[Attached]

EXHIBIT D

[RESERVED]

EXHIBIT E

FORM OF WAKE IMPACT AGREEMENT

This **WAKE IMPACT AGREEMENT** (the “Agreement”), dated as of _____, 2013 (the “Effective Date”), is entered into by and between Portland General Electric Company, an Oregon corporation (“PGE”), and Puget Sound Energy, Inc., a Washington corporation (“PSE”) (the foregoing parties may be referred to collectively herein as the “Parties,” and each separately as a “Party”).

RECITALS:

A. PSE has developed, constructed and currently owns and operates an approximately 343 MW wind-powered electric generating facility commonly known as the Lower Snake River Phase 1 Project (“LSR1”). PSE owns certain development-stage assets adjacent to LSR1 (LSR1, together with such assets, the “LSR Complex”), located in Columbia and Garfield Counties, Washington.

B. The Parties have entered into that certain Asset Purchase and Sale Agreement, dated as of June 3, 2013 (the “APA”). Unless otherwise noted, capitalized terms not defined in the body of this Agreement have the meaning set forth in the APA.

C. Pursuant to the APA, PSE will sell and transfer to PGE certain of the LSR Complex development assets commonly known as the Lower Snake River Phase 2 Project (“LSR2”). LSR2 will include wind turbine generators and related infrastructure to be located approximately on the real property described on Exhibit A-1 attached hereto (the “LSR2 Project Site”). The LSR Complex (including LSR1 but excluding LSR2) is located approximately on the real property described on Exhibit A-2 attached hereto (the “LSR Complex Site”).

D. From time to time herein, the LSR2 Project Site and the LSR Complex Site may be each individually referred to as a “Project Site,” and collectively referred to as the “Project Sites,” and the Parties’ respective projects described above are each individually referred to as a “Project,” and collectively as the “Projects”.

E. Each Party holds or shall hold its own individual real property rights (by fee ownership, lease, easement, right of way, or otherwise) to its respective Project Site.

F. Each Party wishes to release the other from any and all claims that may arise from any wind wake impacts that either of their Projects might have on the other.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This Agreement may be executed in counterpart copies by one or more of the Parties, each of which shall be deemed an original and all of which, when taken together, shall constitute but one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Portland General Electric Company,
an Oregon corporation

Puget Sound Energy, Inc.,
a Washington corporation

By: _____
Name:
Title:

By: _____
Name:
Title:



EXHIBIT G

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (CONTRACTS)

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this “Assignment”) is made as of _____, 2013, by and between PUGET SOUND ENERGY, INC., a Washington corporation (“Assignor”), and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“Assignee”).

RECITALS

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement (the “Purchase Agreement”), dated as of June 3, 2013, by and between Assignor and Assignee, the Assignor has agreed to assign or cause to be assigned as of the Closing Date (as defined in the Purchase Agreement), to Assignee, among other things, all of Assignor’s rights and interest under the contracts described in Exhibit A attached hereto (the “Assumed Contracts”), and Assignee has agreed to assume all of Assignor’s obligations with respect to the Assumed Contracts accruing after the date hereof, subject to the terms and conditions set forth in this Assignment and the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the “Parties,” and each sometimes a “Party”) hereby act and agree as follows:

AGREEMENT

1. **Assignment.**

[REDACTED]

2. **Assumption of Obligations and Liabilities by Assignee.**

[REDACTED]

3. **Purchase Agreement.**

[REDACTED]

4. **Further Assurances.**

[REDACTED]

5. **Counterparts.**

[REDACTED]

6. **Governing Law.**

[REDACTED]

7. **Binding Effect.**

[REDACTED]

8. **Enforcement Costs.**

[REDACTED]

9. **Warranty of Signers.**

[REDACTED]

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date first above written.

ASSIGNOR:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

PORTLAND GENERAL ELECTRIC COMPANY,
an Oregon corporation

By: _____
Name: _____
Its: _____

EXHIBIT H

FORM OF ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY

RETURN ADDRESS:

Portland General Electric Company

Document Title: Assignment and Assumption of Leases and Easements
Grantor: Puget Sound Energy, Inc.
Grantee: Portland General Electric Company

Reference numbers of documents assigned or released:

Legal Description (abbreviated form):

Assessor's property Tax Parcel/Account Number:

(Space Above Line for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF LEASES AND EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND EASEMENTS (this "Assignment") is made as of _____, 2013, by and between PUGET SOUND ENERGY INC., a Washington corporation ("Assignor") and PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("Assignee").

RECITALS

WHEREAS, Assignor or Assignor's predecessor-in-interest has entered into those certain leases, easements, and other real property agreements (collectively, the "**Land Contracts**") identified in Exhibit A attached hereto and incorporated herein by reference. [*Modify as needed for options, easements, and other real estate documents.*]

WHEREAS, the Land Contracts cover part or all of the real property described in Exhibit B attached hereto and incorporated herein by reference (collectively, the "Project Lands").

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement (the "**Purchase Agreement**"), dated as of _____, 2013, by and between Assignor and Assignee, the Assignor has agreed to assign or caused to be assigned as of the Closing Date (as defined in the Purchase Agreement), to Assignee, among other things, all of the Assignor's rights and interest under the Land Contracts and Assignee has agreed to assume, as of the Closing Date, all

of Assignor's obligations with respect to the Land Contracts, subject to the terms and conditions set forth in this Assignment and the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants and conditions herein contained, the parties hereto (together, the "Parties," and each sometimes a "Party") hereby act and agree as follows:

1. **Assignment.** [REDACTED]

2. **Assumption of Obligations and Liabilities by Assignee.** [REDACTED]

3. **Indemnity.** [REDACTED]

4. **Purchase Agreement.** [REDACTED]

5. **Further Assurances.** [REDACTED]

6. **Counterparts.** [REDACTED]

7. **Governing Law.** [REDACTED]

8. **Binding Effect.** [REDACTED]

9. **Enforcement Costs.** [REDACTED]

10. **Warranty of Signers.**

[REDACTED]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered by their respective representatives, thereunto duly authorized, as of the date set forth above.

ASSIGNOR:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

**PORTLAND GENERAL ELECTRIC
COMPANY,** an Oregon corporation

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON
)

) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he or she signed this instrument, on oath stated that he or she was authorized to execute the instrument and acknowledged it as the _____ of Portland General Electric Company, an Oregon corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:
_____, 2013.

Notary Public
Print Name _____
My commission expires _____



(Use this space for notarial stamp/seal)