

**EXH. CPC-10C
DOCKETS UE-240004/UG-240005
2024 PSE GENERAL RATE CASE
WITNESS: COLIN P. CROWLEY**

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

PUGET SOUND ENERGY,

Respondent.

**Docket UE-240004
Docket UG-240005**

**NINTH EXHIBIT (CONFIDENTIAL) TO THE
PREFILED DIRECT TESTIMONY OF**

COLIN P. CROWLEY

ON BEHALF OF PUGET SOUND ENERGY

REDACTED VERSION

FEBRUARY 15, 2024

Confidential

Execution Version

VANTAGE WIND PROJECT

POWER PURCHASE AGREEMENT

between

PUGET SOUND ENERGY, INC.

as Purchaser

and

VANTAGE WIND ENERGY LLC

as Seller

dated as of

June 21, 2023

KITTITAS COUNTY, WASHINGTON

**SHADED INFORMATION IS DESIGNATED AS
CONFIDENTIAL PER WAC 480-07-160**

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Exhibit C	-	Renewable Attestation Form
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Exhibit F	-	Guaranteed Availability

POWER PURCHASE AGREEMENT

This POWER PURCHASE AGREEMENT (this “Agreement”) is made this 21st Day of June, 2023 (the “Effective Date”), by and between Puget Sound Energy, Inc., a Washington corporation (“Purchaser”) and Vantage Wind Energy 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 owns and operates a renewable wind energy generation facility with an aggregate nameplate capacity of 90 MW_{AC} (the “Nameplate Capacity”) on a site located in Kittitas County, Washington (as more particularly described in Exhibit A hereto, and together with the materials, systems, structures, and improvements necessary to produce electricity at such facility, the “Project”); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase and receive, the Delivered Energy and the Attributes from the 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

11 *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.

12 *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 “dollars”; “\$”; “Dollars” or other similar verbiage shall refer to the legal tender of the United States of America;

(j) 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;

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

(l) 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

(m) 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.*

(a) Energy and Attributes. In accordance with the terms and conditions hereof, commencing on the Delivery Term Start 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 Delivered Energy. For sake of clarity, the Attributes and the Delivered Energy are a “bundled” product intended to satisfy the requirements of the Washington Clean Energy Transformation Act.

(b) Certain Restrictions. In no event shall Seller have the right during the Delivery Term to (i) procure any element of the Delivered Energy or Attributes from sources other than the Project for sale or delivery to Purchaser under this Agreement, or (ii) except for in accordance with Section 2.4, sell Energy or Attributes from the Project to any other Person.

(c) Purchaser’s Rights. At its sole discretion, during the Delivery Term Purchaser may re-sell or use for another purpose all or a portion of the Delivered Energy and Attributes. During the Delivery Term, 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.

(a) Energy Payment. For all Delivered Energy delivered during any hour of the Delivery Term, Purchaser shall pay Seller an amount equal to the applicable Contract Rate set forth in Exhibit B *multiplied by* each MWh of Delivered Energy (rounded to the third decimal point).

(b) Other Costs and Charges. Except as otherwise set forth herein, the Contract Rate shall not be subject to adjustment on account of any tariff, regulatory, market or other similar changes. For the sake of clarity, except as otherwise expressly set forth herein, as between the Parties, Seller shall be responsible for any and all costs or charges imposed on or allocated to Seller or the Project by any Governmental Authority or Transmission Provider (including any costs or charges allocated to Seller or the Project under any OATT and associated with the Attributes of the Project, subject to Section 2.3(b).

(c) 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 Project in favor of Purchaser, and Purchaser hereby disclaims, any right, title or interest in any part of the Project.

(d) 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 Project as well as state or local sales taxes applicable to the maintenance, repair or operation of the Project (including under RCW 82.08.962 and 82.12.962), together with any interest, penalties or additions to tax payable with respect thereto.

2.3 *Attributes and Incentives.*

(a) Attributes. During the Delivery Term, Purchaser shall be entitled to, for no additional consideration and without double-counting, all Attributes associated with the Project and/or Delivered Energy, regardless of the type or form of such Attributes or when such Attributes may come into existence or be acquired by Seller.

(b) 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 Project to qualify throughout the Delivery Term for all applicable Attributes existing as of the Effective Date at Seller's sole cost and expense, and at Purchaser's request and Purchaser's sole cost and expense, for any applicable Attributes not in existence as of the Effective Date. 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, with costs allocated in accordance with the foregoing sentence.

(c) Generation Attribute Registration. In accordance with Section 2.3(b), Seller shall take all necessary steps and actions prior to the Delivery Term Start Date to allow the Generation Attributes that will be transferred to Purchaser pursuant to this Agreement to be tracked in WREGIS and to register with any other registry for Attributes as may be reasonably requested by Purchaser from time to time. Seller shall, in accordance with Section 2.3(b), register the Project as an eligible renewable resource for WREGIS, and, if the Applicable Law then in effect so provides, for any other registry included pursuant to this Section 2.3(c).

(d) Capacity Attribute Registration. Seller shall, in accordance with Section 2.3(b), take all necessary steps and actions prior to the Delivery Term Start Date to allow the Capacity Attributes to comply with the WRAP Program (and such other applicable resource adequacy programs as Purchaser may designate from time to time), and to register with any other registry for Attributes as may be requested by Purchaser from time to time. Commencing on the Delivery Term Start Date and continuing through the end of the Term, Seller shall, at Seller's sole cost and expense, comply with all applicable operating rules and, if and when applicable, shall establish and maintain its registration with the WRAP Program and/or such other resource

adequacy programs as Purchaser may designate from time to time. If following the Effective Date, any change in Applicable Law, including the establishment of any capacity reliability or resource adequacy program or change in the rules thereof, has a material adverse impact on Seller's ability to provide or otherwise perform its obligations under this Agreement with respect to the Capacity Attributes or on the cost to Seller of any such performance (except as already allocated pursuant to Section 2.3(b)), the Parties shall promptly meet, negotiate in good faith and use commercially reasonable efforts to reform this Agreement in order to restore the allocation of economic benefits and burdens to the Parties under this Agreement as of the Effective Date as nearly as possible. Any dispute regarding how and whether this Agreement can be reformed to achieve that objective shall be resolved pursuant to the dispute resolution procedures in Section 11.16.

(e) Delivery. During the Delivery Term, Seller shall, in accordance with Section 2.3(b), deliver and convey the Attributes associated with the Delivered Energy within fifteen (15) Business Days after the end of the month in which the WREGIS certificates for such Attributes are created. In the event that during the Delivery 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.

(f) Change in Law. In the event that for any reason Applicable Law prevents Seller from assigning Attributes to Purchaser notwithstanding the requirements hereof, if Seller realizes the monetary value of such Attributes, Seller shall, from time to time, and in any event 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.

(g) Reporting and Public Statements. During the Delivery Term, 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.

(h) 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.

(i) Incentives. Seller shall be entitled to all Incentives relating in any way to the Project. Purchaser acknowledges that Seller has the right to sell any Incentives to which it is

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entitled pursuant to this Section 2.3(i) 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 of the Delivery Term Seller is required by a Purchaser Voluntary Curtailment to curtail energy deliveries from the Project, Purchaser shall pay to Seller, as Seller's sole remedy, [REDACTED]

[REDACTED] 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 Delivered 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. During any Purchaser Voluntary Curtailment, Purchaser shall have no obligation to make reports with respect to the CCA. For the sake of clarity, irrespective of Purchaser having any reporting obligation (if any) under the CCA when Purchaser is receiving Delivered Energy, Purchaser shall have no obligation to make reports with respect to the CCA during any Purchaser Voluntary Curtailment.

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 Delivered Energy hereunder following the last Day of each calendar month during the Delivery Term and on the last Day of the Delivery Term, if such Day is not the last Day of the month. No later than the fifteenth (15th) Day of each calendar month during the Delivery Term, Seller shall deliver to Purchaser an electronic invoice showing: (i) the amount of Delivered Energy during the preceding calendar month (or in the case of the final year of the Delivery Term, the last calendar month or portion thereof of the Delivery Term), including calculations of any adjustments pursuant to Section 2.2, and (ii) 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 or Section 2.13. With regard to (i) above, Seller shall provide a detailed, accounting of any adjustments made pursuant to Section 2.2, including details of the Delivered Energy. Not more than twenty (20) Days after receipt of Seller's 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 during the monthly billing period under this Agreement, including any

related damages calculated pursuant to Section 2.13, 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 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.* Notwithstanding any other provision of this Agreement to the contrary, Seller may curtail deliveries of Energy if and for so long as Seller reasonably believes that curtailment is necessary for a Planned Outage or for a Forced Outage.

2.8 *Curtailment.*

(a) Subject to Section 2.4, Seller shall curtail deliveries of 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.

(b) 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.

(c) Seller is responsible for securing any required Transmission Provider approvals for 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.

(d) 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 Project within five (5) Days of its occurrence. No later than the fifteenth (15th) 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 Project interconnection requirements and facilities so that Seller can perform its Energy deliveries hereunder in accordance with applicable Transmission Provider requirements. Subject to the remainder of this Section 2.9 and Section 2.10, Seller shall be responsible for arranging for all transmission services required up to the Delivery Point. Purchaser shall be responsible for all charges for transmission or wheeling services, ancillary services, control area services, congestion charges, locational marginal pricing differentials, transaction charges and line losses ("Transmission Charges"); except that Seller shall be responsible for charges associated with line losses incurred up to the Delivery Point (if any).

No later than six (6) months prior to the Delivery Term Start Date, Seller shall assign to Purchaser the Transmission Rights from the Delivery Point to the Grant County Public Utility District's Wanapum substation. For the duration of the Delivery Term, Seller shall allow Purchaser to use Seller's rights under the Grant County Public Utility District Transfer Agreement to transfer Delivered Energy across Grant County Public Utility District's Wanapum substation. Seller shall take all steps reasonably necessary and shall otherwise comply with the terms and conditions of the Grant County Public Utility District Transfer Agreement in order to effectuate Purchaser's uninterrupted use of Seller's rights thereunder. Purchaser shall be responsible for reimbursing Seller, on a pass-through basis and without markup by Seller, for the monthly payment that Seller pays to Grant County Public Utility District pursuant to the Grant County Public Utility District Transfer Agreement and in accordance with the terms thereof. 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 after the Delivery Point. If Transmission Provider elects to join a regional transmission organization or independent system operator structure, the Parties shall meet to discuss necessary modifications (if any) to maintain the economic bargain set forth in this Agreement between the Parties.

(b) 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).

2.10 Scheduling; Imbalance Charges

(a) Scheduling; Imbalance Charges.

(i) During the Delivery Term, 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 to the Delivery Point, and shall be further responsible for all costs and charges, including imbalance charges or penalties relating thereto (collectively, the "Balancing Charges") arising prior to the Delivery Point, except to the extent caused by Purchaser.

(ii) Purchaser shall be responsible for arranging all scheduling services necessary to ensure compliance with the applicable Transmission Provider or other power

scheduling regulations and protocols at and after the Delivery Point, and shall be further responsible for all costs and charges, including but not limited to Balancing Charges, arising at or after the Delivery Point due to deviations from the “schedule”, except to the extent caused by Seller. In order to fulfil its obligations related to scheduling services and Balancing Charges, Purchaser may, in its sole discretion, elect to pseudo-tie the Project to Purchaser’s system.

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

(iv) 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 Delivered Energy.

(b) Scheduling Coordinator. The Parties agree and acknowledge that as of the Effective Date, the Project is not currently a participating resource in the Energy Imbalance Market. At Purchaser’s sole discretion and upon Purchaser’s written instruction to Seller, Seller shall reasonably cooperate with the Purchaser to allow the Project to be designated as a participating resource in the Energy Imbalance Market operated by the CAISO (or an equivalent market from time to time); *provided, that*, (i) to the extent participation in the CAISO Energy Imbalance Market requires material upgrades to the Project to maintain participation in the market, as determined by Seller in its reasonable discretion, if Purchaser elects to be responsible for the costs and expenses associated therewith, then Seller shall implement such changes and (ii) participation in the CAISO Energy Imbalance Market does not, as determined by Seller in its reasonable discretion, negatively impact Seller’s rights and obligations under the Interconnection Agreement. In the event that the Project does become a participating resource in the Energy Imbalance Market at any time after the Delivery Term Start Date, Purchaser shall act as the scheduling coordinator (the “Scheduling Coordinator”) for the Project at no additional cost to Seller for such services. In that regard, Purchaser and Seller agree to the following:

(i) Designation as Scheduling Coordinator.

(A) At least ninety (90) Days before the commencement of the Project’s participation in the Energy Imbalance Market, Purchaser shall take all actions and execute and deliver all documents necessary to authorize or designate Purchaser as Seller’s Scheduling Coordinator, and Purchaser shall take all actions and execute and deliver to Transmission Provider all documents necessary to become and act as Seller’s Scheduling Coordinator. If Purchaser designates a third-party Scheduling Coordinator, then Purchaser shall give Seller notice of such designation at least ten (10) Business Days before such third-party Scheduling Coordinator assumes Scheduling Coordinator duties hereunder, and Seller shall be entitled to rely on such designation until it is revoked or a new third-party Scheduling Coordinator is appointed by Purchaser upon similar notice. Purchaser shall be fully responsible for all acts and omissions of any third-party Scheduling Coordinator and for all cost, charges and liabilities incurred by any third-party

Scheduling Coordinator to the same extent that Purchaser would be responsible under this Agreement for such acts, omissions, costs, charges and liabilities if taken, omitted or incurred by Purchaser directly.

(B) Seller shall assist Purchaser in providing information or documents needed for this registration.

(C) Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator during the Delivery Term.

(ii) Purchaser's Responsibilities as Scheduling Coordinator. Purchaser or its third-party Scheduling Coordinator, as applicable, shall comply with all obligations as Seller's Scheduling Coordinator under the applicable OATT and shall conduct all scheduling in compliance with the terms and conditions of this Agreement and the applicable OATT, all requirements of and protocols and scheduling practices for Energy on a "Day-Ahead" basis or pursuant to the "Hour-Ahead Scheduling Process," as applicable, and as such terms are defined in the applicable OATT.

(iii) Forecasting. Seller shall provide the Forecasted Energy forecasts described below. Seller shall use commercially reasonable efforts to forecast the Forecasted Energy accurately and to transmit such information in a format reasonably acceptable to Purchaser. Purchaser and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to comply with changes to the applicable OATT, accommodate changes to their organizational structure and address changes in the operating and scheduling procedures of Purchaser, third-party Scheduling Coordinator (if applicable) and the Transmission Provider, including but not limited to automated forecast and outage submissions.

(A) Annual Forecast. No later than (I) April 8, 2025 in respect of the first Contract Year, and (II) on or before July 1 of each calendar year in respect of each subsequent Contract Year, Seller shall provide to Purchaser and the third-party Scheduling Coordinator (if applicable) a non-binding forecast of the hourly Forecasted Energy for each Day in each month of such Contract Year in a form reasonably acceptable to Purchaser.

(B) Monthly Forecast. No later than September 5, 2025, and thereafter thirty (30) Days before each subsequent month of the Delivery Term, if Seller believes that the forecast for the following month has changed from the Annual Forecast for that month, Seller shall provide to Purchaser and the third-party Scheduling Coordinator (if applicable) a non-binding forecast of the hourly Forecasted Energy for each Day of the following month in a form reasonably acceptable to Purchaser.

(C) Daily Forecast. During the Delivery Term, Seller or Seller's agent shall provide a binding Day-ahead forecast of Forecasted Energy (the "Day-

Ahead Availability Notice”) to Purchaser via mutually agreeable delivery method for each Day no later than 6:00 AM of the Day before the beginning of the “Preschedule Day” (as defined by the Transmission Provider) for such Day. The capacity forecasted in the Day-Ahead Availability Notice will be the scheduled output of the Project. The current industry standard Preschedule Day timetable in the Transmission Provider is as follows:

- (1) Monday – Preschedule Day for Tuesday
- (2) Tuesday – Preschedule Day for Wednesday
- (3) Wednesday – Preschedule Day for Thursday
- (4) Thursday – Preschedule Day for Friday and Saturday
- (5) Friday – Preschedule Day for Sunday and Monday

Exceptions to this standard Monday through Friday Preschedule Day timetable are presently set forth by the Transmission Provider in order to accommodate holidays, monthly transitions and other events. Exceptions are posted on the Transmission Provider website under the document title, “Preschedule Calendar.” Each Day-Ahead Availability Notice shall clearly identify, for each hour, Seller’s forecast of all amounts of Forecasted Energy pursuant to this Agreement. If the available capacity changes by at least ten (10) MW then Seller must notify Purchaser of such change by telephone and shall send a revised notice to Purchaser in accordance with Section 11.5. Such notices shall contain information regarding the beginning date and time of the event resulting in the change in Forecasted Energy, the expected end date and time of such event, the expected Forecasted Energy in MW (AC), and any other necessary information.

Day-Ahead Desk

Primary Telephone: (425) 462-3291

Backup Telephone: (425) 462-3343

Backup Telephone: (425) 462-3421

If Seller fails to provide Purchaser with a Day-Ahead Availability Notice as required herein, then, until Seller provides a Day-Ahead Availability Notice, Purchaser may rely on the most recent Day-Ahead Availability Notice submitted by Seller to Purchaser.

(D) Hourly Forecast. During the Delivery Term, Seller shall notify Purchaser of any changes in availability of ten (10) MW or more, whether

due to Forced Outage, Force Majeure or other cause, as soon as reasonably possible. Such notices shall contain information regarding the beginning date and time of the event resulting in the change in Forecasted Energy, the expected end date and time of such event, the expected Forecasted Energy in MW, and any other information reasonably requested by Purchaser. With respect to any Forced Outage, Seller shall use commercially reasonable efforts to notify Purchaser of such outage within ten (10) minutes of the commencement of the Forced Outage. Seller shall inform Purchaser of any developments that will affect either the duration of such outage or the availability of the Project during or after the end of such outage. These notices and changes to Forecasted Energy shall be communicated by telephone to Purchaser's Real-Time Desk and shall be sent to RealTimeTraders-list-@pse.com.

Real-Time Desk
Primary Telephone: (425) 462-3622

(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), during the Delivery Term Seller shall:

(i) Provide Purchaser with access to a third party, non-binding power forecast showing the expected production of the Project in MWh on an hourly basis for at least the next seven (7) Days;

(ii) provide telemetry to Purchaser in a mutually agreeable manner for 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; and

(iii) utilize the forecasting service designated from time to time by Purchaser, which shall initially be 3TIER 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.

2.11 *Sales for Resale.* All Delivered Energy shall be sales for resale. Purchaser shall provide Seller with appropriate documentation as and when 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 *Project Operations and Maintenance; Access.*

(a) During the Delivery Term, the Project shall be operated and maintained by Seller or its designee in all material respects 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, except for any incremental costs allocated to Purchaser pursuant to Section 2.3 or Section 2.10. Seller shall obtain all certifications, permits, licenses, insurance and approvals necessary to operate and maintain the Project and to perform its obligations hereunder. Seller shall use good faith efforts to maximize the output of the Project.

(b) As soon as reasonably practicable, and in any event no later than ninety (90) Days prior to the start of the Delivery Term, Seller shall develop proposed written operating procedures for the Project and submit such proposed procedures to Purchaser for Purchaser's review (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. 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) provision for prompt notice by Seller of any change to the plant manager of the Project; (iii) reasonable coordination regarding the timing of scheduled maintenance and Planned Outages; (iv) monthly reporting of scheduled maintenance, Planned Outages and Forced Outages of the Project; (v) reporting of curtailment periods, including but not limited to Purchaser Voluntary Curtailment Periods or System Curtailments; and (vi) ongoing reporting of projected capacity reductions due to Planned Outages, Forced Outages, 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 such Contract Year. Seller shall be excused from providing electricity during any Planned Outage to the extent thereof.

(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 Project.

(e) Purchaser and its representatives will have the right of ingress to and egress from the Project during normal business hours upon reasonable advance notice to Seller and for any purposes reasonably connected with this Agreement, including for the purpose of inspecting the Project, the Site, and/or Seller's operation and/or maintenance of the Project; provided that any such visit to the Site shall not unduly interfere with the operation and/or maintenance of the Project. While at the Project, Purchaser and its representatives shall comply with all health, safety and security policies and procedures and instructions as may be required by Seller. Any damage to the Project or other loss or injury caused by the negligence of or failure to comply with Seller's health, safety and security policies and procedures and instructions by Purchaser and/or such representatives shall be the sole responsibility of Purchaser.

2.13 *Guaranteed Availability.* Seller guarantees that the Project will satisfy the Guaranteed Availability as set forth in Exhibit F. Purchaser's sole and exclusive remedy and Seller's sole and exclusive liability in the event Seller fails to satisfy the Guaranteed Availability is Purchaser's right to Availability Damages, as set forth in Exhibit F and Purchaser's termination right set forth in Section 9.1(f).

2.14 *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 Project is expected to operate as of the Delivery Term Start Date. If (i) 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, or (ii) Transmission Provider or Purchaser joins a regional transmission organization or independent system operator structure during the Term, 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 under this Agreement, or to enable Transmission Provider or Purchaser, as applicable, to participate in such regional transmission organization or independent system operator structure, subject in all cases to Section 2.2, and provided that neither Party will have an obligation to agree to any amendment to this Agreement that such Party reasonably determines materially and adversely affects any of such Party's rights, benefits, risks or obligations hereunder.

2.15 *Cooperation.* Each Party covenants to provide reasonable cooperation to the other Party at such other Party's request in supporting efforts by the requesting Party to oppose any action of any regulatory body having jurisdiction thereover to direct the material modification of terms or conditions of this Agreement.

ARTICLE 3 TERM

3.1 *Term* This Agreement shall become effective and binding upon the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, will remain in effect through October 31, 2040 (such period, the "Term"). Notwithstanding the foregoing, the Parties' obligations to sell and deliver and receive and pay for the Energy from the Project and the Attributes shall commence on October 4, 2025 (the "Delivery Term Start Date") and shall continue through the Term (such period, the "Delivery Term").

ARTICLE 4 APPROVALS; PROJECT CONFIGURATION

4.1 *Project Configuration; No Shared Facilities.*

(a) The Project configuration as of the Effective Date is described in Exhibit A. Seller shall be permitted to modify the Project configuration with Purchaser's prior written

consent, not to be unreasonably withheld, conditioned or delayed (it being understood that it shall be unreasonable for Purchaser to withhold such consent if the proposed change by Seller would not materially affect the output profile or characteristics of the Project). If Seller desires to modify the Project configuration (including any repowering of the Project), Seller shall provide Purchaser with the details of such proposed modification, including all information and data as may be reasonably necessary for Purchaser to evaluate such proposal, including with respect to any project characteristics, equipment suppliers and technology type that Seller intends to use in such modification of the Project. If any such modification is agreed, the Parties shall amend Exhibit A to reflect the modifications as so agreed.

(b) During the Delivery Term, Seller will not share ownership of, or allow any other Person to use, the Seller's Interconnection Facilities for any other purpose than to deliver Delivered Energy to Purchaser; provided that Seller shall be entitled to use Seller's Interconnection Facilities to sell or transfer Delivered Energy to others to the extent Purchaser does not purchase such Delivered Energy from Seller.

(c) Seller shall hold Purchaser harmless from any loss of energy output at the Project that occurs due to the construction or operation of any wind electric generation facility developed by Seller or an Affiliate of Seller (including, for sake of clarity, any such facility developed by a third party utilizing rights or assets obtained from or facilitated by Seller or an Affiliate of Seller) within [REDACTED] regardless of whether or not such additional facility is electrically interconnected with the Project or the Seller's Interconnection Facilities.

ARTICLE 5 CREDIT SUPPORT

5.1 Credit Support. Commencing on the date that is [REDACTED] prior to the Delivery Term Start Date and continuing thereafter throughout the Term, Seller shall be obligated to either (i) maintain an Investment Grade Credit Rating or (ii) furnish and maintain (including replenishment as necessary) Credit Support to Purchaser in the amount of [REDACTED] of the Nameplate Capacity. Seller hereby waives any and all rights it may have to require Purchaser to provide financial assurances or security (including cash, letters of credit, bonds or other collateral) in respect of its obligations under this 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). Within fifteen (15) Business Days following the later of (i) the end of the Term (or any termination of this Agreement) and (ii) the date on which all obligations of Seller under this Agreement or arising out of any expiration or earlier termination thereof have been satisfied in full (other than contingent obligations with respect to which the Purchaser has not made a claim), the Purchaser shall return the Credit Support provided by the

Seller, and at the Seller's expense shall take such actions as may be reasonably requested by the Seller to evidence the release and termination of such Credit Support.

5.3 *Seller Credit Event*

Upon the occurrence of a Seller Credit Event, Seller shall have ten (10) Business Days following the earlier to occur of (i) Seller's knowledge of the occurrence of such Seller Credit Event and (ii) Seller's receipt of notice from Purchaser of such Seller Credit Event, 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 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 additional 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*

Each Party shall furnish to the other Party its audited financial statements (or in the case of Seller, the audited financial statements of Seller's Ultimate Parent if such entity is satisfying Seller's Credit Support requirements) no later than one hundred twenty (120) Days after the end of each fiscal year during the Delivery Term; provided, however that this obligation shall be satisfied by the public electronic filing of such financial statements (including, as applicable, on a website of Seller or Seller's Ultimate Parent or on the Securities and Exchange Commission's EDGAR site as part of Seller's or Seller's Ultimate Parent's filing obligations under the Securities Exchange Act of 1934).

ARTICLE 6 DATA, METERING AND MEASUREMENT

6.1 *Metering Equipment*

During the Delivery Term,

(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 hourly quantities of Delivered 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 Delivered Energy. Seller's Primary Meter shall be located at the Delivery Point or on Seller's side of the Delivery 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 Project check meters to measure Delivered 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 Delivered 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 Project check meters to measure Delivered 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 Delivery Point shall be treated as Deemed Delivered Energy for the purposes hereunder.

6.2 Measurement of Delivered Energy. Readings of Seller's Primary Meter shall be conclusive as to the amount of Delivered Energy delivered to the Delivery 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 Delivered Energy delivered to the Delivery 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 Delivered Energy delivered to the Delivery 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 Delivered Energy delivered to the Delivery 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 Delivered Energy that is fair and reasonable in the circumstances.

6.3 Testing and Correction. During the Delivery Term:

(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, 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 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 Delivered 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 Delivered 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 Delivered Energy is found to be in error by more than the permitted zero decimal five percent (0.5%) variance, the quantity of Delivered 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.* During the Delivery Term:

(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 Delivery 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 *Data* Measuring equipment is installed at the Project, which has the capability of measuring and recording wind data 24 hours per Day. Seller shall provide Purchaser historical meteorological and generation data which contains the data from the 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, Warranties, and Covenants* On the Effective Date, 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 State of 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 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) 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 against or being contemplated by Seller or Seller's parent, or to its knowledge threatened in writing against Seller or Seller's parent;

(vii) There are no actions, proceedings, suits, rulings or investigations pending, or, to Seller's knowledge, threatened in writing against Seller or any of its Affiliates that could be reasonably expected to have a materially adverse effect on 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;

(ix) Seller owns, and will at all times during the Delivery 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 Project; and

(x) Seller is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

(b) Seller covenants:

(i) that it will, in performing its obligations hereunder, comply in all material respects with Applicable Law, including all applicable anti-corruption, anti-bribery, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws; and

(ii) covenants to notify Purchaser promptly, but in no event later than five (5) Business Days, after Seller or its representatives have actual knowledge of any adverse legal action or lawsuit, investigation, or concerted media campaign against or involving the Project or Seller that could reasonably be expected to negatively affect the reputation of the Project, Seller or Purchaser in connection thereto (each, a “Reputational Event”), except that such disclosure is not required to the extent that the disclosure is not permitted under Applicable Law; an applicable Governmental Authority directs that Seller maintain the confidentiality thereof; or Seller reasonable determines that such disclosure would adversely affect any claim of attorney-client, attorney work product, or other privilege to which it may be entitled. At the request of Purchaser, Seller shall reasonably communicate and cooperate with Purchaser on its response(s) to such a Reputational Event. Seller shall consider in good faith any reasonable comments provided by Purchaser in the course of developing documentation related to Seller’s response to such Reputational Event.

7.2 Purchaser’s Representations and Warranties and Covenants On the Effective Date, 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 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 in writing against Purchaser;

(vii) There are no actions, proceedings, suits, rulings or investigations pending or, to Purchaser's knowledge, threatened in writing against Purchaser or any of its Affiliates that could be reasonably expected to have a materially adverse effect on Purchaser's ability to perform its obligations under this Agreement;

(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;

(ix) Purchaser is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(b) Purchaser covenants that it will, in performing its obligations hereunder, comply in all material respects with Applicable Law, including all applicable anti-corruption, anti-bribery, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws.

(c) Purchaser represents and warrants that on the Effective Date it has an Investment Grade Credit Rating.

7.3 *Certain Reporting Requirements*

(a) Seller shall furnish no later than April 1 of each year and upon Purchaser's reasonable request (but in any event not more than twice annually), a report documenting how it has executed the Project in accordance with the Purchaser's Customer Benefits Plan. Purchaser shall have the right to review and provide feedback (if any) on the report. This report must include, at a minimum, the information necessary to verify Seller's compliance in connection with this Agreement with (i) the labor standards in RCW 82.08.962 and 82.12.962 and any rules and regulations of the Washington Utilities and Transportation Commission thereunder, to the extent applicable to the Project, and (ii) WAC 480-107-075; local tax revenues generated by the Project; land use payments associated with the Project; host community payments for those municipalities or other local administrative divisions that host the Project; activities undertaken to support development of Project-related opportunities, including opportunities for women-, minority-, disabled-, and veteran-owned businesses; activities associated with facilitating a clean energy workforce, including job training, career awareness, and educational opportunities; charitable donations; and any other non-energy benefits discussed in the Seller's Customer Benefits Plan. The report must also describe and document the status of commitments Seller has made in its Customer Benefit Plan. Such report shall also include the prior years' information.

(b) This report also must include, at a minimum, the reporting of metrics associated with the customer benefit indicator “increase in quality and quantity of clean energy jobs” in PSE’s 2021 Clean Energy Implementation Plan (“CEIP”). The metrics provided must include, at a minimum, the number of jobs created by the Project; the number of local workers; the number of part-time and full-time jobs; the range of wages paid to workers; the extent to which additional benefits are offered; the use of apprenticeship labor; the demographics of workers, and any other relevant metrics or information that relates to the quality or quantity of jobs associated with the Project. Indicators and metrics may change based on final approval of PSE’s 2021 CEIP and subsequent CEIPs, at which time Purchaser will inform Seller, and Seller shall reasonably cooperate to revise indicators and metrics as necessary.

(c) Throughout the operation of the Project, Seller will continue to reasonably conduct stakeholder and community engagement to inform the public about activities being undertaken by Seller related to the Project. Sponsoring and participating in local community events, attending job fairs, providing donations, and volunteering at local charities shall qualify as examples of reasonable stakeholder and community engagement.

(d) Seller will provide reasonable updates to Purchaser on stakeholder and community engagement activities undertaken to support the Project, and plans for future engagement activities. Seller will provide these updates upon Purchaser’s reasonable request and not more than once annually by April 1.

(e) In its reporting and updates described above, as applicable, Seller will use its reasonable efforts to report metrics, benefits and burdens in connection with the Project that specifically apply to Highly Impacted Communities and Vulnerable Populations as they are defined in WAC 480-100-605 and according to the criteria in PSE’s CEIP. Purchaser will keep Seller informed as these criteria are finalized and further refined, and Purchaser will provide feedback and guidance to Seller on the methodology Seller uses for tracking those metrics, benefits and burdens.

(f) The Parties agree and acknowledge that any information with respect to taxes, revenues, payments, and employment provided by Seller to Purchaser pursuant to this Section 7.3 and marked as “Confidential” shall constitute Confidential Information subject to Sections 8.1(d)(ii) and 11.1.

(g) Notwithstanding anything to the contrary in this Agreement, each Party agrees that an Event of Default shall not occur under this Agreement solely on the basis of a breach of any covenant or agreement set forth solely in Section 7.3.

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, (ii) Seller's failure to deliver Energy and Attributes (as a "bundled" product), including any replacement "bundled" product, to Purchaser in accordance with Section 2.3(e) (except that Seller's liability for and indemnification obligations in respect of such failure shall be limited to the cost of a replacement "bundled" product, and shall not in any event include special, indirect, incidental, punitive or consequential damages), or (iii) 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 [REDACTED] for each accident; bodily injury by disease [REDACTED] policy limit; and bodily injury by disease [REDACTED] 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 [REDACTED] per occurrence. [REDACTED] annual aggregate, and [REDACTED] products and completed operations aggregate;

(iii) Commercial Automobile Insurance with a minimum limit of [REDACTED] combined single limit per accident with respect to bodily injury, property damage or death;

(iv) Umbrella Excess Liability Coverage with a minimum limit of [REDACTED] per occurrence and [REDACTED] 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) Commencing on the Delivery Term Start Date, All-Risk Property Insurance covering physical loss or damage to the Project with minimum limits based on the total replacement cost of the Project, subject to industry standard sub-limits for natural perils; and

(vi) 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). 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 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 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* The occurrence with respect to a Party of any of the following events or conditions shall constitute an “Event of Default” hereunder with respect to such Party:

(a) Failure by such 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;

(b) Failure by such Party to perform any other material obligation hereunder (except to the extent constituting a separate Event of Default) if such failure is not remedied within thirty (30) Days after receipt by the Defaulting Party of written notice of such failure; provided that if such failure is not reasonably capable of being cured within such thirty (30) Day period but is reasonably capable of cure, then for so long as the Defaulting Party has initiated and is diligently attempting to effect a cure, such Defaulting Party's cure period shall extend a reasonable amount of additional time to cure such failure, but in no event more than sixty (60) additional Days;

(c) Any representation or warranty made hereunder by such Party shall have been false in any material respect when made unless the fact, circumstance or condition that is the subject of such representation or warranty is made true and correct or the adverse effect thereof is cured within ten (10) Days after such Party's receipt of notice thereof; provided, that so long as the failure is reasonably capable of being cured and the failing Party has initiated and is diligently attempting to effect a cure, the cure period will be extended for an additional thirty (30) Days;

(d) Such Party (i) makes an assignment for the benefit of its creditors, (ii) 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, (iii) has such petition filed against it and such petition is not withdrawn or dismissed for sixty (60) Days after such filing, (iv) becomes insolvent, or (v) is unable to pay its debts when due;

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

(f) Seller's failure to cause the Project to achieve an Actual Availability Factor of [REDACTED] for any [REDACTED] consecutive Contract Years;

(g) Assignment by such Party in violation of the provisions of Section 11.2;

(h) Following an assignment under Section 11.2(c)(iii)(B)(2), the guarantor of Purchaser's obligations fails to maintain an 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; and

(i) Seller (i) fails to fulfill its obligations under the Grant County Public Utility District Transfer Agreement or (ii) otherwise causes Grant County Public Utility District to terminate the Grant County Public Utility District Transfer Agreement or to restrict Purchaser's use of Seller's rights thereunder.

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 any Termination Payment owed to it, as set forth in Section 9.3;

(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.

(c) The rights and remedies of a Party pursuant to this Article 9 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

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 in a commercially reasonable manner an amount (the “Settlement Amount”) equal to the greater of \$0 and the sum of (i) the Market Value of this Agreement to the Non-Defaulting Party, plus (ii) 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 (iii) any unpaid amounts owing under this Agreement from the Defaulting Party to the Non-Defaulting Party which arose prior to the Early Termination Date. The Non-Defaulting Party shall aggregate all amounts owing between the Parties under this Agreement into a single amount (the “Termination Payment”) by subtracting (x) any unpaid amounts owing under this Agreement under this Agreement from the Non-Defaulting Party to the Defaulting Party which arose prior to the Early Termination Date from (y) the Settlement Amount. If the Termination Payment is a positive amount, it shall be payable by the Defaulting Party to the Non-Defaulting Party, and if the Termination Payment is a negative amount, the absolute value of the Termination Payment shall

be payable by the Non-Defaulting Party to the Defaulting Party; provided however, for the avoidance of doubt, that (1) in no event will the Non-Defaulting Party owe the Defaulting Party any Settlement Amount as part of the Termination Payment, and (2) the only amount the Non-Defaulting Party may owe (if any) to the Defaulting Party as part of the Termination Payment is any unpaid amounts incurred under this Agreement prior to the Early Termination Date. As soon as practicable after the calculation of a Termination Payment is made, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party, together with a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party owing such payment within five (5) Business Days after such notice is effective.

(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 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 [REDACTED] 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 by its terms requires or contemplates performance after such termination event, and 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 five (5) Business 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 two hundred and seventy (270) consecutive Days (or, if such prevention results from a Force Majeure event that requires the replacement of the site substation step-up transformer, such additional amount of time as may be reasonably needed to obtain and install such transformer, 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.

10.2 Force Majeure Defined

(a) As used herein, “Force Majeure” shall mean any event or circumstance which (i) is not within the reasonable control of, or attributable to the fault or negligence of, the Party seeking to have its performance obligation(s) excused thereby, (ii) through reasonable due diligence, the Party seeking to have its performance obligation(s) excused thereby is unable to overcome or avoid or cause to be avoided.

(b) Subject to the foregoing, a Force Majeure event may include, but is 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, terrorist action, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the Party seeking to have its performance obligation(s) excused under this Agreement;

(ii) fire, subsidence, earthquakes, floods, droughts, landslides, hurricane, tropical storms and depressions, hail, tornadoes, storms, lightning, and other severe and extreme weather conditions or weather conditions that cause physical damage to the Project;

(iii) strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute);

(iv) explosion or accident;

(v) any order, action, inaction or restraint by a Governmental Authority;

(vi) any Change in Applicable Law (or the interpretation or administration thereof) that materially negatively affects the ability of either Party to perform under this Agreement;

(vii) 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 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

(viii) pandemic, epidemic, and the impacts thereof (including COVID-19 and the impacts thereof, but only to the extent the impact of such event related to COVID-19 on this Agreement was unknown as of the Effective Date or results from actions of a Governmental Authority taken after the Effective Date).

(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) Economic conditions that render a Party's performance under this Agreement unprofitable or otherwise uneconomic;

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

(v) 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

(except to the extent directly caused by an independent Force Majeure event); or

(vi) any breakdown, degradation or malfunction of the Project's equipment (including any serial equipment defect) that is not directly caused by an independent event of Force Majeure.

ARTICLE 11 MISCELLANEOUS

11.1 Confidential Information The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the 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 to any such Governmental Authority; provided, that (a) the Receiving Party agrees to cooperate

in good faith with the Disclosing Party 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) the Receiving Party shall provide reasonable notice to the Disclosing Party, prior to disclosure (if not prevented by law), of the time and scope of the intended disclosure in order to provide the Disclosing Party 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 actual or 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 (if permitted by Applicable Law) 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 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, (C) notify Seller promptly if it receives notice of any challenge to the request that such Confidential Information be afforded confidential treatment, and (D) in respect of Confidential Information provided by Seller pursuant to Section 7.3, to the extent permissible by the applicable Governmental Authority, provide such information in an aggregated manner that does not identify Seller or the Project, 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 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. Except as otherwise set forth below, 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, 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 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 Project meeting such requirements, shall be deemed to have demonstrated the technical and financial capability of such proposed assignee or transferee to Purchaser's reasonable satisfaction, without further consent or approval by Purchaser.

(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 debt 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 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 or (B) provides a guaranty consistent with the relevant amounts set out in Section 5.1 from a parent company that (1) 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 or (2) that is itself a regulated utility or has a subsidiary that is a regulated utility. In the event that following an assignment pursuant to Section 11.2(c)(iii)(B)(1) 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 meeting the requirements of this Section 11.2(c)(iii) 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 Project. Purchaser will, at Seller's expense, execute a customary consent or consents to assignment of this Agreement in favor of any debt 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 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 and (ii) Seller shall be responsible at Purchaser's request for Purchaser's reasonable and documented third-party expenses associated with the review, negotiation, execution and delivery of documents requested by Seller and provided by Purchaser in connection with such assignment, including attorneys' fees.

(e) Purchaser acknowledges that upon an event of default under any financing documents relating to the Project, any of the debt Lenders may (but shall not be obligated to) assume, or cause its designee or a new lessee or purchaser of the 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 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 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) Seller must request Purchaser's consent to a Change of Control (which consent will not be unreasonably withheld) with at least thirty (30) Days' prior written notice of such Change of Control ("Change of Control Request"). The cumulative number of Persons that are the subject of all Change of Control Requests that Seller submits to Purchaser within any thirty (30) Day period will be no greater than three (3). Seller will only submit a Change of Control Request to Purchaser with respect to Persons (i) for whom Seller has received Purchaser's consent with respect to confidentiality in accordance with Section 11.1, and (ii) with whom Seller (or its upstream Affiliate, as applicable) has executed an exclusive agreement or term sheet governing

such Change of Control.

(b) Purchaser will respond with written notice to each Change of Control Request no later than fifteen (15) Business Days after Purchaser's receipt of such Change of Control Request. Any consent to a Change of Control shall remain valid if within ninety (90) Days after such consent is granted, Seller enters into a binding, definitive agreement intended to effect such Change of Control either upon entering such agreement or at a future date on the terms described in the Change of Control Request; provided, however, that nothing in this Section 11.3(a) will require Seller to provide Purchaser with a Change of Control Request prior to entering into a term sheet with any Person.

(c) If Purchaser consents to such Change of Control, Seller will notify Purchaser of the effective date of such Change of Control no later than five (5) Days after such Change of Control.

(d) For the avoidance of doubt, Purchaser may withhold its consent on any reasonable basis, including Purchaser's determination that, following the Change of Control: (A) the Person(s) with the right and authority to direct, or cause the direction of, the management and policies of the Seller and/or the Project would lack the technical and/or financial capability necessary to assure that Seller is able to perform its obligations under this Agreement; (B) Purchaser and/or Purchaser's Affiliates would be exposed to financial risk that Purchaser finds unacceptable; and/or (C) would cause Purchaser and/or Purchaser's Affiliates to violate any Applicable Law, including anti-bribery laws.

(e) Notwithstanding the foregoing, no consent shall be required for a Change of Control to a Person that has a minimum of three (3) years' experience in the wind energy generation and operation business, including owning, controlling, and 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 Project meeting such requirements.

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 and/or operation of the 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: Vantage Wind Energy LLC
One Street South Wacker Drive, Suite 1900
Chicago, IL 60606
Attn: Asset Management - Chicago
Email: [REDACTED]

with a copy to:

Vantage Wind Energy LLC
One Street South Wacker Drive, Suite 1900
Chicago, IL 60606
Attn: General Counsel
Email: [REDACTED]

If to Purchaser: Puget Sound Energy, Inc.
355, 110th Avenue Northeast
Bellevue, WA 98004
Attn: Ron Roberts, Vice President, Energy Supply
Email: ron.roberts@pse.com
Telephone: 425-456-2442

with a copy to:

Puget Sound Energy, Inc.
355, 110th Avenue Northeast
Bellevue, WA 98004
Attn: General Counsel
Email: lorna.luebbe@pse.com
Telephone: (425) 454-6363

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 Seller has agreed at Purchaser’s request to delete or destroy any Contract Records or to return such Contract Records to Purchaser at an earlier time, 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 9.2, 11.1 and 11.5 through 11.25, 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) Subject to the dispute resolution provisions set forth in Section 11.16 and the completion of the Dispute Resolution Period thereunder, 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 forty-five (45) Days after such referral to the senior management of the Parties (the “Dispute Resolution Period”), 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 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.

11.18 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.

11.19 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 11.19.

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

11.21 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.

11.22 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.

11.23 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.

11.24 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.

11.25 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. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) or other similar transmission method, and any counterpart so delivered shall be deemed to have been duly and validly executed and delivered and be valid and effective for all purposes.

[Signature Page Follows]

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

PUGET SOUND ENERGY, INC.

By: *Ron Roberts*
Name: Ron Roberts
Title: Vice President, Energy Supply

VANTAGE WIND ENERGY LLC

DocuSigned by:
 David Azari
0181045A3FF44CF...
By: _____
Name: David Azari
Title: Vice President



Signature Page – Power Purchase Agreement

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.

“Ancillary Services” shall mean those services which can be provided to or by the 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 Project, all laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, tariffs, regulations, 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 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(d).

“Attributes” shall mean any and all Capacity Attributes and Generation Attributes.

“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 initially will be Puget Sound Energy, Inc. solely in its capacity as a balancing authority.

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

“Bankruptcy Code” shall have the meaning set forth in Section 11.20.

“BPA” shall mean the Bonneville Power Administration.

“Business Day” shall mean every Day other than a Saturday or Sunday or Federal Reserve bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party’s principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from which the notice, payment or delivery is being sent or by whom the notice, payment or delivery is to be received, as applicable.

“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 Project, intended to value any aspect of the capacity of the Project to produce Energy or Ancillary Services, including those in respect of the WRAP Program (and/or such other resource adequacy programs as Purchaser may designate from time to time). Capacity Attributes shall not include any Energy, Generation Attributes, or Incentives.

“CCA” means the state of Washington’s Climate Commitment Act.

“CEIP” has the meaning given to it in Section 7.3(b).

“Change in Applicable Law” shall mean the occurrence of any of the following after the Effective Date: (a) any change in or amendment to Applicable Law (including the Code or another applicable federal income tax statute); (b) any change in, or issuance of, or promulgation of any temporary or final Treasury Regulations promulgated thereunder that would result in any change to the interpretation of Applicable Law (including the Code or existing Treasury Regulations); (c) any IRS guidance published in the Internal Revenue Bulletin and/or Cumulative Bulletin, notice, announcement, revenue ruling, revenue procedure, technical advice memorandum, examination directive or similar authority issued by the IRS Large Business and International division, or any published advice, advisory, or legal memorandum issued by a Governmental Authority, that applies, advances or articulates a new or different interpretation or analysis of any provision of Applicable Law, including the Code and any other applicable federal tax statute or any temporary or final Treasury Regulation promulgated thereunder; or (d) any change in the interpretation of any of the authorities described in clauses (a) through (c) by a decision of the U.S. Tax Court, the U.S. Court of Federal Claims, a U.S. District Court, a U.S. Court of Appeals or the U.S. Supreme Court, that applies, advances or articulates a new or different interpretation or analysis of Applicable Law.

“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, that (i) any direct or indirect sale or issuance of equity interests in Seller to a Lender pursuant to a tax equity financing transaction and (ii) any Change of Control with respect to Seller’s Ultimate Parent, shall in each case not constitute a “Change of Control”.

“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.

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

“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 2.2 and Exhibit B.

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

“Contract Year” shall mean each year during the Delivery Term, whether such year is comprised of 365 or 366 Days, commencing at 00:00 Pacific Prevailing Time on the Delivery Term Start Date and ending at 24:00 Pacific Prevailing Time on the Day before the first anniversary of the Delivery Term Start Date, and each anniversary thereof, or, in the case of the last Contract Year, the expiration of the Term.

“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.

“Credit Support” shall mean (i) a letter of credit satisfying the requirements of Section 5.4 or (ii) a guaranty from an Affiliate with an Investment Grade Credit Rating, substantially in the form of Exhibit D or another form reasonably acceptable to Purchaser.

“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 or at least “A3” (or its then current equivalent) by Moody’s.

“Customer Benefits Plan” shall mean that portion of Seller’s proposal to Purchaser’s 2021 All Source RFP for the Project comprising the “Customer Benefit Plan” section of “Tab 2a Commercial Details” of the Exhibit B Bid Forms and related supplemental materials, including updates provided by Seller during the request-for-proposal evaluation process following the filing of Purchaser’s final CEIP.

“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.

“Day-Ahead Availability Notice” shall have the meaning set forth in Section 2.10(b)(iii)(C).

“Deemed Delivered Energy” shall mean, 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.

“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.

“Delivery Point” shall mean the interconnection point at the Wind Ridge Substation, as specified in the Interconnection Agreement.

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

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

“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.

“Energy Imbalance Market” shall mean the California Independent System Operator’s Western Energy Imbalance Market.

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

“Federal Power Act” shall mean 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.

“Forecasted Energy” means the amount of Energy, expressed in MW per hour, expected to be produced from the Project.

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

“Forced Outage” shall mean the shutdown or unavailability of more than 10% of the Project, 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 Project to produce Energy or Ancillary Services or the generation of Energy by the Project, including but not limited to current or future credits, credit privileges, emissions reductions, offsets, allowances, registrations, recordations, memorializations, 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 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, incentives from the CCA, the avoidance of the emission of any gas, chemical, pollutant, 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, set-aside allowances and/or allocations from emissions trading programs, 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.

Generation Attributes shall not include any Energy, Capacity Attributes, or Incentives.

“Governmental Authority” shall mean any federal, state, tribal, 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 but not limited to the North American Electric Reliability Corporation, FERC, the Washington Utilities and Transportation Commission, and the Washington Department of Fish and Wildlife.

“Grant County Public Utility District Transfer Agreement” shall mean that certain Transfer Agreement, dated as of August 1, 2009, by and between Seller and Public Utility District No. 2 of Grant County, Washington, attached hereto as Exhibit H.

“Guaranteed Availability” shall have the meaning set forth in Exhibit F.

“Incentives” shall mean (i) any and all present or future (whether known or unknown) state and federal production tax credits (including any Production Tax Credits), investment tax credits (including any Investment Tax Credits) and any other tax credits which are or will be generated by the 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 Project or otherwise to renewable energy generators, or outright grants of money relating in any way to the 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).

“Inflation Reduction Act” shall mean the Inflation Reduction Act of 2022.

“Interconnection Agreement” shall mean the Generator Interconnection Agreement by and between Seller and Purchaser with respect to the Project, as amended from time to time.

“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.

“Investment Tax Credits” shall mean the tax credits applicable to certain property described in Section 48 of the Code.

“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 ownership and/or operation of the 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 integrated 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. For purposes of Section 6.3, the term “Meter” shall not include transformers and associated equipment.

“Mid-Columbia” shall mean an area which includes points at any of the switchyards associated with the following 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 BPA. 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.¹

“MW” shall mean a megawatt of capacity.

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

“Nameplate Capacity” shall have the meaning set forth in the recitals to this Agreement.

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

“OATT” shall mean a Transmission Provider’s FERC-approved open access transmission tariff (or in the case of BPA, 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 Outage” shall mean the removal of equipment from service availability for inspection, maintenance and/or general overhaul of one or more pieces of equipment or equipment groups that affects the available power production and/or delivery capability of the Project.

“Prime Rate” shall mean 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,

¹ Note to PSE: Appropriate proxy index price to be discussed. PSE NTD: To discuss.

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” shall have the meaning set forth in the Recitals.

“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 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 (including any curtailment resulting from the Project’s participation in the Energy Imbalance Market).

“Purchaser Voluntary Curtailment Order” shall mean an instruction from Purchaser to Seller to reduce generation from the 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” shall mean 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 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.

“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.

“Reputational Event” shall have the meaning set forth in Section 7.1(b)(ii).

“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.

“Scheduling Coordinator” shall have the meaning set forth in Section 2.10(b).

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

“Seller Credit Event” shall be deemed to have occurred if at any time Seller fails to satisfy its credit support obligations under Section 5.1, 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 Delivery Point, designated from time to time by Seller to act as a backup Meter pursuant to Section 6.2.

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

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

“Settlement Amount” shall have the meaning set forth in Section 9.3(a).

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

“SQMD” shall mean Settlement Quality Meter Data.

“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 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. For the sake of clarity, curtailment orders issued in respect of the Project for purposes of its participation in the Energy Imbalance Market are Purchaser Voluntary Curtailment Orders and not System Curtailment Orders.

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

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

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

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

“Transmission Provider” shall mean an entity (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity under this Agreement anywhere from source to sink, and provides service under a tariff (including, in the event of a pseudo-tie of the Project into Purchaser’s transmission system, or similar arrangement, Purchaser), or a regulatory body that regulates such entity. For the avoidance of doubt, “Transmission Provider” may include the Grant County Public Utility District, the Bonneville Power Administration, WECC and Purchaser (solely in its capacity as operator of a transmission system), 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 and after the Delivery Point.

“Transmission Rights” shall mean transmission rights sufficient for each Party to perform its obligations under this Agreement and for Purchaser to transmit Delivered Energy between the Delivery Point and “MIDCREMOTE”, including (i) five (5) year 90 megawatt firm point to point transmission service (PSE reference number 72259578) on the PSE Transmission System from the Delivery Point to Grant County Public Utility District’s Wanapum substation and (ii) Seller’s Use of Facilities Agreement with Grant County Public Utility District.

“Turbine” shall mean a single wind-turbine generating system, including the tower, pad, transformer and controller system, installed as part of the Project. For the sake of clarity, the specific Turbines included within the Project shall be specified on Exhibit A.

“Ultimate Parent” shall mean, with respect to any Person, the Person that Controls such first Person but is not itself Controlled by any other Person.

“Washington State and Local Sales and Use Taxes” shall mean 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.

“WRAP Program” shall mean the Western Resource Adequacy Program administered by the Western Power Pool.

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

EXHIBIT A

PROJECT CONFIGURATION

Seller owns and operates a Project with a nameplate capacity rating of approximately 90 MW. The Project is located in Kittitas County, Washington. The Project generates electrical power that is sold wholesale. The Project is comprised of 60 1.5 GE SLE Turbines.

SHADED INFORMATION IS DESIGNATED AS
CONFIDENTIAL PER WAC 480-07-160

EXHIBIT B

CONTRACT RATE

Contract Rate: [REDACTED]

REDACTED VERSION

EXHIBIT C

RENEWABLE ATTESTATION FORM

A. Reference is made to that certain Power Purchase Agreement (the “Agreement”) by and between Vantage Wind Energy 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 Delivered Energy produced by that certain wind generation facility with the aggregate nameplate capacity of approximately 90 MW located in Kittitas County, Washington at 30821 Vantage Highway, Ellensburg, WA, 98926 (“Project”); and

2. The Attributes scheduled on the table below:

- i. were generated by the 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.

Generat or Name	Generat or ID Number	Fuel Type (If biomass)	#MW hs RECs/	1 st Date of Generat or	NOx Emission s	CO ₂ Emission s	CO ₂ Emission s	Period of Generati on
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		s, lists fuel)	Power Sold	Operati on (mm/yy)	(Lbs/M Wh)	(Lbs/M Wh)	(Lbs/M Wh)	(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 Seller, 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 [●], a [●], ("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:

[●]
Attn: [●]

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.

[●],
a [●]

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:

[●] on behalf of [] LLC
[●]
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 [*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 [*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

GUARANTEED AVAILABILITY

Section 1. Definitions.

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

“Actual Availability Factor” means a percentage calculated as (a) 100, multiplied by (b) where (b) equals, for the applicable Availability Period, (i) the sum of all Available Hours for all Turbines, divided by (ii) the total number of Period Hours multiplied by the number of Turbines.

“Available Hours” means the sum of (a) the number of Period Hours in which a Turbine was capable of producing Energy (without regard to wind speed), plus (b) Excused Hours. Available Hours are counted by a Turbine’s programmable logic controller, subject to adjustment as set forth in Section 2.3 below, including for example, to reflect unexcused outages on the Project side of the Delivery Point.

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

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

“Availability Report” is defined in Section 2.3 of this Exhibit F.

“Excused Hours” means the period (expressed in clock hours), measured on a per Turbine basis, during which Seller is unable to generate, schedule or deliver Energy to the Delivery Point as a result of (i) a System Emergency, (ii) Force Majeure, (iii) Purchaser’s failure to perform (other than due to a breach by Seller of its obligations under the Agreement), (iv) reduced Project performance due to icing conditions on the Turbines while being operated in compliance with Turbine manufacturer specifications, (v) curtailments of all or a portion of the Project required to mitigate avian mortality including birds and bats in compliance with Applicable Law, (vi) System Curtailment, (vii) Purchaser Voluntary Curtailment, and (viii) any curtailment mandated by the Transmission Provider, Balancing Authority or independent system operator.

“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 Actual Production expressed in MWh invoiced during such Availability Period multiplied by (b) (i) the Guaranteed Annual Availability Factor divided by (ii) the Actual Availability Factor during such Availability Period, minus (iii) one (1).

“Average Energy Value” means, for any Availability Period, the average of the Mid-Columbia Power Index Flat Prices for the applicable Availability Period, weighted to reflect the quantity of Delivered Energy for each hour of such 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.

“Guaranteed Annual Availability Factor” means [REDACTED]

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

“Period Hours” means the sum total of all time (measured in clock hours) for the applicable Availability Period.

Section 2. Availability Guarantee.

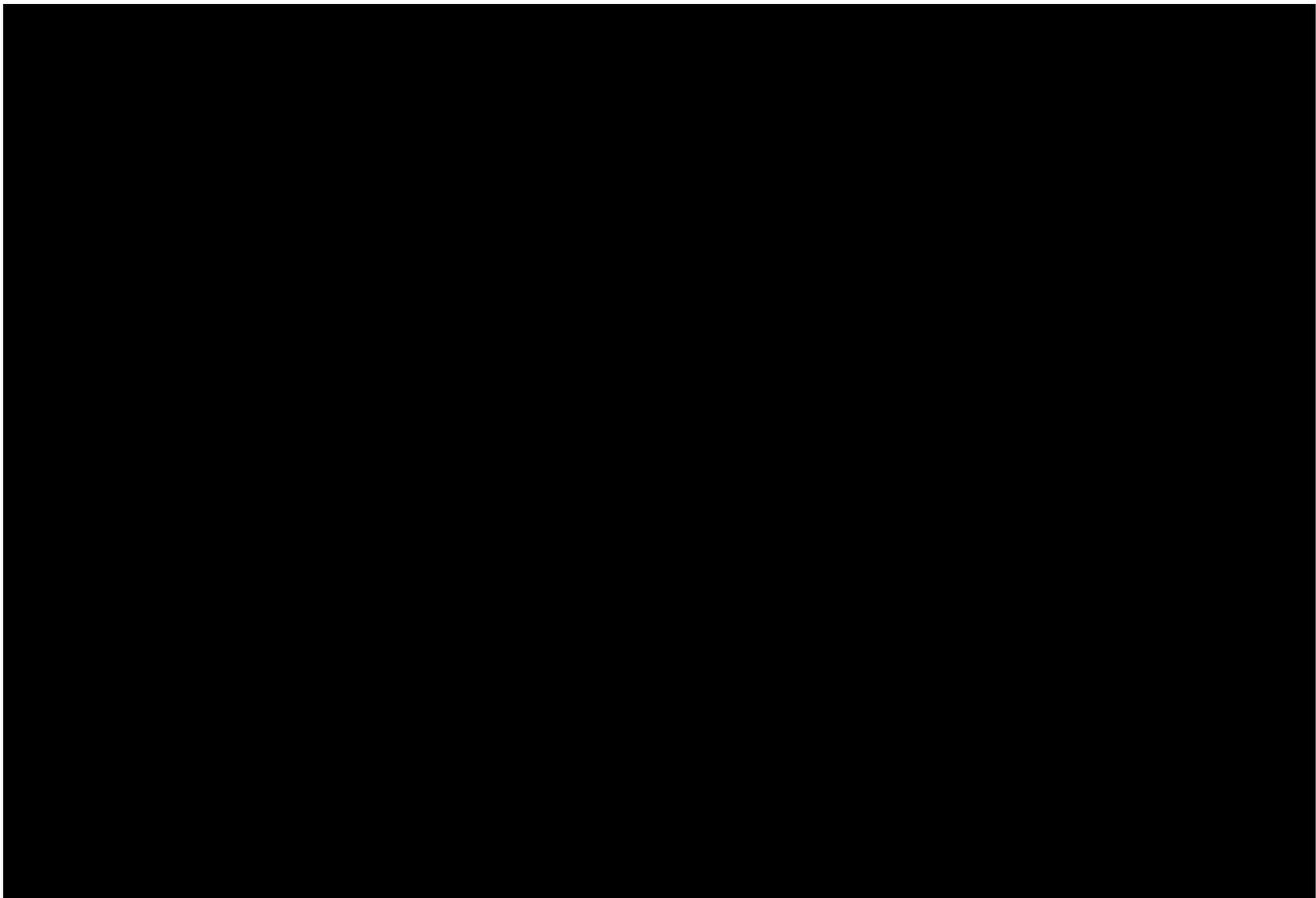
21. Availability Guarantee. Seller guarantees that the Project will achieve an Actual Availability Factor during each Availability Period equal to or greater than the Guaranteed Annual Availability Factor (the “Guaranteed Availability”).

22. 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”). 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 the Availability 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.

23. Reporting. From and after the Delivery Term Start Date, Seller shall (a) no later than fifteen (15) days after each Availability Period, deliver to Purchaser a calculation showing Seller’s computation of the Actual Availability Factor of the Project and whether the Guaranteed

Availability has been met for the previous Availability Period (the “Availability Report”); (b) calculate the Delivered Energy and Forecasted Energy on an hourly basis and, using ten (10) minute intervals such that the calculated Excused Hours and Available Hours properly reflect partial hours of downtime; and (c) on an annual basis no later than the tenth (10th) day after the end of each Contract Year, Seller shall furnish Purchaser with a report detailing the foregoing calculations from Section 2.3(b) for the prior year. 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 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.

2.4 Example Calculations.



**SHADED INFORMATION IS DESIGNATED AS
CONFIDENTIAL PER WAC 480-07-160**

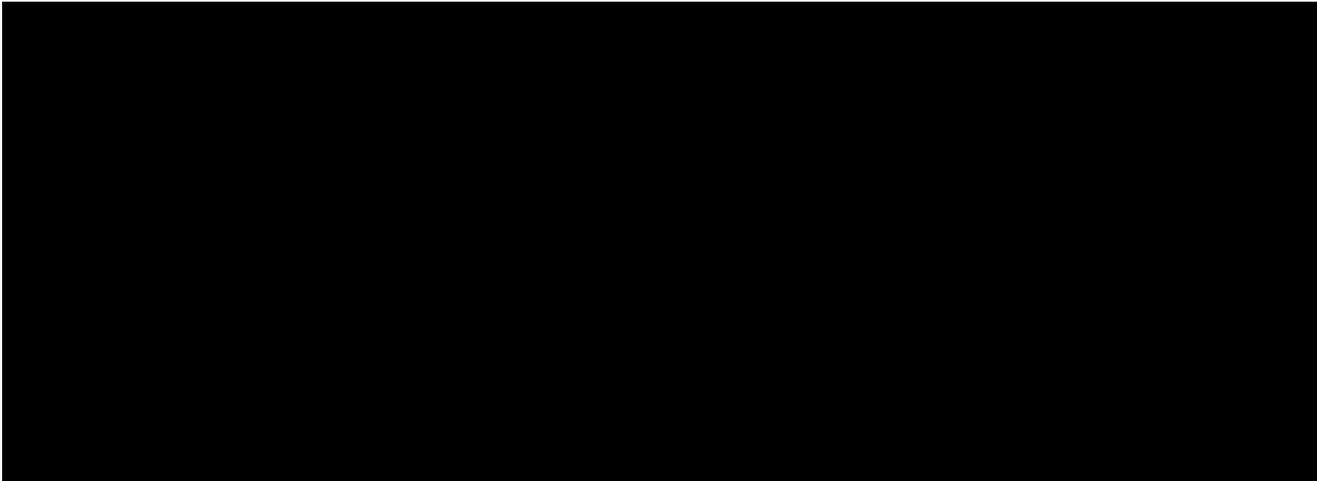


Exhibit F to PPA

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REDACTED VERSION