

**EXH. CPC-12C
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**

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

COLIN P. CROWLEY

ON BEHALF OF PUGET SOUND ENERGY

REDACTED VERSION

FEBRUARY 15, 2024

MEMBERSHIP INTEREST PURCHASE AGREEMENT

by and between

Caithness Beaver Creek, LLC,

as Seller

and

Puget Sound Energy, Inc.

as Buyer

Dated September 14 , 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS	1
Section 1.1 Certain Defined Terms.....	1
Section 1.2 Certain Interpretive Matters	14
ARTICLE 2 PURCHASE AND SALE; CLOSING	15
Section 2.1 Purchase and Sale	15
Section 2.2 Consideration	15
Section 2.3 Closing	16
Section 2.4 Closing Deliverables	16
Section 2.5 Tax Treatment; Allocation for Tax Purposes	17
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER	18
Section 3.1 Organization and Existence	18
Section 3.2 Execution, Delivery and Enforceability	18
Section 3.3 Membership Interests.....	18
Section 3.4 No Violation.....	19
Section 3.5 Litigation	19
Section 3.6 Brokers	19
Section 3.7 Bankruptcy; Solvency	19
Section 3.8 Consents.....	20
ARTICLE 4 REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ACQUIRED COMPANIES	20
Section 4.1 Organization and Existence	20
Section 4.2 No Prior Business; Acquired Company Ownership	20
Section 4.3 Managers and Bank Accounts.....	21
Section 4.4 No Violation.....	21
Section 4.5 Litigation	21
Section 4.6 Bankruptcy; Solvency	21
Section 4.7 Tax Benefit; Tax Matters	22
Section 4.8 Consents.....	24
Section 4.9 Project Assets	24
Section 4.10 Permits.....	24
Section 4.11 Material Project Contracts	25
Section 4.12 Real Property	26
Section 4.13 Intangible Personal Property.....	26
Section 4.14 Environmental Matters	26
Section 4.15 Employee Matters	27
Section 4.16 No Undisclosed Liabilities	27
Section 4.17 Indebtedness	28
Section 4.18 Affiliate Transactions	28

Section 4.19	FERC and State Energy Regulation	28
Section 4.20	OFAC: UFLPA	28
Section 4.21	Information	28
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER		28
Section 5.1	Organization and Existence	28
Section 5.2	Execution, Delivery and Enforceability	29
Section 5.3	No Violation	29
Section 5.4	Litigation	29
Section 5.5	Brokers	29
Section 5.6	Consents	29
Section 5.7	Bankruptcy	29
Section 5.8	Financial Resources	30
Section 5.9	No WUTC Approval	30
ARTICLE 6 COVENANTS OF EACH PARTY		30
Section 6.1	Regulatory Approvals	30
Section 6.2	Tax Matters	30
Section 6.3	Announcements	31
Section 6.4	Further Assurances	31
Section 6.5	Conduct of Business	32
Section 6.6	Right of First Offer	33
Section 6.7	Title Matters	34
Section 6.8	Reliance Letters	35
Section 6.9	Subsequent Project Wake Effects	35
Section 6.10	Construction and Equipment Agreements Cooperation	35
Section 6.11	Environmental Matters	35
Section 6.12	Permitting Matters	35
Section 6.13	Pre-Closing Access to Information	36
ARTICLE 7 CONDITIONS TO CLOSING		36
Section 7.1	Buyer's Conditions to Closing	36
Section 7.2	Seller's Conditions to Closing	38
ARTICLE 8 INDEMNIFICATION		39
Section 8.1	Exclusive Remedies	39
Section 8.2	Indemnification by Seller	39
Section 8.3	Indemnification by Buyer	39
Section 8.4	Indemnification Procedure	40
Section 8.5	Mitigation and Limitations on Losses	41
Section 8.6	Method of Payment; Offset	42
Section 8.7	Tax Treatment	42

ARTICLE 9 TERMINATION	42
Section 9.1 Rights to Terminate.....	42
Section 9.2 Effect of Termination	43
Section 9.3 Confidentiality	43

ARTICLE 10 45

Section 10.1 Limitation on Liability; Disclaimers and Waivers	45
---	----

ARTICLE 11 GENERAL PROVISIONS 46

Section 11.1 Expenses	46
Section 11.2 Entire Agreement	46
Section 11.3 Amendments.....	46
Section 11.4 Counterparts	46
Section 11.5 Severability.....	46
Section 11.6 Assignability	46
Section 11.7 Captions	46
Section 11.8 Governing Law	46
Section 11.9 Jurisdiction and Waiver of Jury Trial.....	47
Section 11.10 Notices.....	47
Section 11.11 No Third Party Beneficiaries	48
Section 11.12 No Joint Venture.....	48
Section 11.13 Construction of Agreement.....	49
Section 11.14 Waiver of Compliance.....	49
Section 11.15 Consents Not Unreasonably Withheld.....	49
Section 11.16 Enforcement of the Agreement.....	49
Section 11.17 Exclusive Representations and Warranties; Disclaimers	49

EXHIBITS

Exhibit A	Form of Assignment Agreement
Exhibit B	Ready for NTP State
Exhibit C	Site Plans
Exhibit D	Form of Seller Guaranty
Exhibit E	Form of BPA Transmission Letter Agreement
Exhibit F	Form of Wind Data License
Exhibit G	Form of Meteorological Towers Wind Data License
Exhibit H	Form of lease amendment
Exhibit I	Avian Study

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “Agreement”), dated as of September 14, 2023 (the “Execution Date”), is by and between Caithness Beaver Creek, LLC, a Delaware limited liability company (“Seller”), and Puget Sound Energy, Inc., a Washington corporation (“Buyer”). Seller and Buyer are each individually referred to herein as a “Party” and collectively are referred to herein as the “Parties.”

RECITALS

A. Caithness Montana Wind, LLC, a Delaware limited liability company (“Project Company”), owns all of the equity interests in each of (i) Beaver Creek Wind I, LLC, a Delaware limited liability company (“BC I”), (ii) Beaver Creek Wind II, LLC, a Delaware limited liability company (“BC II”), (iii) Beaver Creek Wind III, LLC, a Delaware limited liability company (“BC III”), and (iv) Beaver Creek Wind IV, LLC, a Delaware limited liability company (“BC IV”, and together with BC I, BC II and BC III, the “BC Project Subsidiaries”), which in turn collectively own all of the equity interests in Chafin Wind Energy, LLC, a Delaware liability company (“BC Interconnection Subsidiary” and together with the Project Company and the BC Project Subsidiaries, the “Acquired Companies”). The Acquired Companies collectively own all of the Assets associated with the potential development of (1) a project with 82 wind turbine locations sized at approximately 232MW_{AC} of wind generation capacity (the “Primary Project”) including without limitation the Meteorological Towers associated therewith, (2) an additional amount battery energy storage capacity of 100MW (the “Additional Battery Capacity”), in each case, located in Stillwater County, Montana and inclusive of the 315MW_{AC} of interconnection capacity under the Interconnection Agreement and (3) certain additional real property rights in respect of real property located in Sweet Grass County, Montana, as set out in the map set forth on Exhibit K (the “Sweet Grass County Real Property”);

B. Concurrently with the execution of this Agreement, Caithness Energy, L.L.C., a Delaware limited liability company (“Seller Parent”) has delivered a guaranty in respect of Seller’s obligations under this Agreement substantially in the Form of Exhibit D attached hereto (the “Seller Guaranty”);

C. Seller owns or will own as of the Closing Date, beneficially and of record, one hundred percent (100%) of the issued and outstanding membership interests in the Project Company (the “Membership Interests”); and

D. Seller desires to sell, assign, convey, deliver and transfer to Buyer, and Buyer desires to purchase, on the terms and subject to the conditions of this Agreement, all of the Membership Interests, and consummate each other transaction incidental to the foregoing and contemplated herein (collectively, the “Transaction”).

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Certain Defined Terms. The following terms when used in this Agreement with initial letters capitalized have the meanings set forth below:

“Acquired Companies” is defined in the recitals.

“Action” means any complaint, suit, proceeding, claim, arbitration, demand, assertion or other similar action.

“Additional Battery Capacity” is defined in the recitals to this Agreement.

“Affiliate” means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person, means the possession of the power to direct the management or policies of the specified Person, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.

“Agreement” is defined in the introductory paragraph of this Agreement.

“Allocation” is defined in Section 2.5.

“Assets” means, with respect to any Person, all right, title and interest of such Person in and to assets and rights of any kind, whether tangible or intangible, real or personal, including the Real Property and Real Property Documents, buildings, equipment, machinery, improvements, fixtures, contracts, Environmental Attributes, licensing rights in connection with wind data, reports and studies (including those related to interconnection, environmental, cultural, resource and market matters), Permits, Intellectual Property, inventory, Books and Records, proprietary rights, return and other rights under or pursuant to all warranties, representations and guarantees, cash, accounts receivable, deposits and prepaid expenses.

“Assignment Agreement” is defined in Section 2.4(a)(i).

“BC I” is defined in the recitals to this Agreement.

“BC II” is defined in the recitals to this Agreement.

“BC III” is defined in the recitals to this Agreement.

“BC IV” is defined in the recitals to this Agreement.

“BC Holdco II” means Beaver Creek Holdco II, LLC, a Delaware limited liability company.

“BC Holdco III” means Beaver Creek Holdco III, LLC, a Delaware limited liability company.

“BC Interconnection Subsidiary” is defined in the recitals.

“BC Project Subsidiaries” is defined in the recitals.

“BC Wind” means Beaver Creek Wind LLC, a Delaware limited liability Company.

“Books and Records” means electronic copies of all books and records relating primarily to the ownership, business or condition of each Acquired Company and the Assets held by any Acquired Company, in each case that are within the possession or control of Seller or its Affiliates, but excluding any such records that are subject to attorney work-product doctrine or records that are subject to attorney-client

or other privilege, the disclosure or delivery of which to Buyer could result in the loss of such privilege; *provided*, that Seller hereby reserves the right to retain copies of such Books and Records, including without limitation tax records, following the Closing as is reasonably necessary to comply with internal recordkeeping policies, accounting procedures or applicable Law.

“BOP Agreement” means the balance-of-plant plus erection agreement with respect to the Primary Project to be entered into between Project Company and BOP Contractor.

“BOP Contractor” means the contractor under the BOP Agreement.

“BOP NTP Capacity” means (i) if a notice to proceed has been issued under the BOP Agreement, the total nameplate wind generation capacity of the Primary Project (in MWs) to be constructed pursuant to the BOP Agreement, based the manufacturer’s rated capacity per turbine and number of buildable turbine locations on the Site on the date the notice to proceed is achieved under the BOP Agreement; provided that the number of buildable turbine locations shall be deemed to be the number of turbine pad locations set forth in the plans of the BOP Contractor at the time the BOP is executed unless such number of turbine pad locations is reduced as a result of a Qualifying Reduction, or (ii) if a notice to proceed has not been issued under the BOP Agreement, 232 MW.

“BPA” means the Bonneville Power Administration.

“BPA ESA” means that certain Environmental Study Agreement, executed May 8, 2023, between the United States of America Department of Energy, acting by and through the BPA, and Seller.

“BPA Transmission Letter Agreement” means a letter agreement, substantially in the form of Exhibit E, to be entered into between Buyer and Seller Parent with respect to the cooperation of Buyer and Seller Parent as it pertains to Seller Parent’s continuing obligations under the BPA ESA, the acceptance of the Transmission Service Request and associated reservation made by Seller Parent in connection therewith, and, upon the confirmation of the Transmission Service Request and associated reservation, and tender of the Transmission Service Agreement by BPA to Seller Parent, the assignment by Seller Parent to Buyer of the confirmed Transmission Service Request and associated reservation in accordance with applicable Law and the requirements of the BPA, all for no additional consideration.

“Business Day” means a day other than Saturday, Sunday or a day on which banks are legally closed for business in the State of Washington or New York.

“Buyer” is defined in the introductory paragraph of this Agreement.

“Buyer Claims” is defined in Section 8.2.

“Buyer Disclosure Schedule” means the disclosure schedule delivered from Buyer to Seller and attached to this Agreement.

“Buyer Fundamental Representations” means Buyer’s representations in Section 5.1 (Organization and Existence), Section 5.2 (Execution, Delivery and Enforceability), Section 5.3(a) (No Violation) and Section 5.5 (Brokers).

“Buyer Indemnification Cap” is defined in Section 8.5(c).

“Buyer Indemnified Parties” is defined in Section 8.2.

“Buyer’s Persons with Knowledge” means those individuals identified in Schedule 1.1(a).

“Capacity Shortfall” is defined in Section 2.2(c).

“Claim” is defined in Section 8.4(a).

“Claimed Amount” is defined in Section 8.4(a).

“Claim Notice” is defined in Section 8.4(a).

“Closing” is defined in Section 2.3.

“Closing Date” is defined in Section 2.3.

“Closing Payment” is defined in Section 2.2(a)(i).

“Closing Required Permit” means a material Permit required in connection with the ownership, development, construction, operation or maintenance of the Primary Project or the Additional Battery Capacity pursuant to applicable Law where the issuing Governmental Authority exercises discretion in deciding to approve or disapprove the Permit.

“Code” means the Internal Revenue Code of 1986, as amended.

“Colstrip Transmission System” means the approximately 250 mile long 500kV transmission system stretching from the Delivery Point to the connection with the BPA’s substation located near Townsend, Montana.

“Confidential Information” is defined in Section 9.3(a).

“Construction and Equipment Agreements” is defined in Section 6.10.

“Delivery Point” means the “Point of Interconnection” set forth in the Interconnection Agreement.

“Disclosing Party” is defined in Section 9.3(a).

“Encumbrances” means any and all mortgages, pledges, claims, liens, security interests, options, purchase rights, conditional and installment sales agreements, defects of title, and other encumbrances and charges of any kind.

“Enforceability Exceptions” means bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar Laws of general application relating to or affecting the enforcement of creditors’ rights and by general equitable principles (regardless of whether enforceability is considered in a proceeding in equity or at law).

“Environmental Attributes” means all present or future rights, interests, claims, benefits or characteristics attributable to the Primary Project or the Additional Battery Capacity that are recognized, created, generated or otherwise exist or arise from the Primary Project or the Additional Battery Capacity

(whether before, on or after the Closing). Forms of Environmental Attributes include any and all renewable energy credits, environmental air quality credits, waste management credits, water quality credits, carbon credits, emissions reduction credits, certificates, tags, offsets, allowances, or similar products or rights, howsoever entitled.

“Environmental Law” means all Laws relating to pollution, protection of the environment, protection of wildlife, species and habitat, or the exposure to or generation, handling, storage, use, disposal, transport, treatment or Release of Hazardous Substances. Environmental Laws shall include, but are not limited to: the Clean Air Act, 42 U.S.C. §7401 et seq. (CAA), the Clean Water Act, 33 U.S.C. § 1251 et seq. (CWA), the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq. (RCRA), the Safe Drinking Water Act. 42 U.S.C. §300f et seq., the Comprehensive Environmental Response, Compensation, and Liability Act as amended by the Superfund Amendments and Reauthorization Act, 32 U.S.C. §9601 et seq. (CERCLA), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. (TSCA), the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq. (OSHA) (insofar as it concerns exposure to hazardous substances), and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq., and any state or local laws implementing or substantially equivalent to the foregoing federal requirements, and other similar laws.

“Environmental Representations” means the representations set forth in Section 4.13.

“ERISA” means the Employee Retirement Income Security Act of 1974, amended, modified, supplemented or replaced from time to time

“Execution Date” is defined in the introductory paragraph of this Agreement.

“FAA” means the Federal Aviation Administration.

“FERC” means the United States Federal Energy Regulatory Commission and any successor thereto.

“FPA” means the Federal Power Act, 16 U.S.C. § 791a, *et seq.*, and the rules and regulations adopted thereunder, as they may be amended from time to time.

“Full Service Agreement” means that certain Full Service Agreement, to be entered into between the Project Company and GEI, with respect to certain operation and maintenance services for the turbines supplied under the Turbine Supply Agreement, or any similar agreement in respect of the foregoing.

“GE” means General Electric Company, a New York Corporation.

“GEI” means General Electric International, Inc., a Delaware corporation.

“GE MESA” means that certain Amended and Restated Master Wind Turbine Generator Equipment Supply Agreement, dated as of September 15, 2017, by and among Seller Parent, BC II, BC III, GE and GEI.

“Governmental Authority” means any federal, state, tribal, local or foreign governmental, regulatory or administrative agency, commission, body or other authority or instrumentality exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power.

“Hazardous Substances” means (a) any substance, waste, contaminant or material that is listed, defined, designated, classified or regulated as hazardous, radioactive or toxic, or as a pollutant or contaminant, under or pursuant to any applicable Environmental Law, including materials defined as hazardous substances pursuant to Section 101(14) of CERCLA, as a “hazardous substance,” “extremely hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “toxic pollutant,” or words of similar meaning and regulatory effect; (b) any other material subject to treatment as hazardous by reason of ignitability, corrosivity, reactivity, or toxicity; and (c) any pollutants, effluents, residues, contaminants, asbestos, petroleum (including all petroleum-related and derived products, by-products, and wastes), polychlorinated biphenyls, urea formaldehyde, per- and polyfluoroalkyl substances, radon gas, radioactive materials (including any source, special nuclear, or by-product material), explosives, chlorofluorocarbons, lead or lead-based materials.

“Indebtedness” means, with respect to any Person, all obligations of such Person (i) for borrowed money, (ii) evidenced by notes, bonds, debentures or other similar instruments, (iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business), (iv) under all capital leases, (v) all obligations under letters of credit, bankers’ acceptances or note purchase facilities issued for the account of such Person and all drafts drawn thereunder, including principal, interest, fees and other amounts payable with respect thereto, (vi) all obligations of such Person under any derivative agreement, hedging agreement, interest rate agreement or similar agreements, and (vii) in the nature of guaranties of the obligations described in clauses (i) through (vi) above of any other Person.

“Indemnification Cap” is defined in Section 8.5(c).

“Indemnified Party” means a Buyer Indemnified Party or a Seller Indemnified Party, as applicable.

“Indemnified Tax Claim” is defined in Section 6.2(c).

“Indemnifying Party” is defined in Section 8.4(a).

“Indirect Damages” is defined in Section 10.1(b).

“Industry Practices” means those practices, methods, specifications and standards of safety, performance, dependability, efficiency and economy generally recognized by electric industry members in the United States in connection with renewable energy projects similar to the Primary Project as good and proper, and such other practices, methods or acts which, in the exercise of reasonable judgment by those reasonably experienced in the electric industry in light of the facts known at the time a decision is made, would be reasonably expected to accomplish the result intended at a reasonable cost and consistent with applicable Laws, reliability, safety and expedition. Industry Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of good and proper practices, methods and acts.

“Intangible Personal Property” means all Intellectual Property and all applications, databases, computer files and intangible information or materials relating primarily to the Primary Project.

“Intellectual Property” means all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, copyrights, service marks, service mark rights, trade secrets, applications to register, and registrations for, the foregoing trademarks, service marks, know-how and other proprietary rights and information.

“Intercompany Loan Agreements” means collectively, (i) the Development Loan Agreement, by and between BC Holdco II, BC II and Seller, dated as of November 1, 2016, (ii) the Development Loan Agreement, by and between BC Holdco III, BC III and Seller, dated as of November 1, 2016, (iii) the Secured Promissory Note, issued by BC II to Seller, dated as of November 1, 2016 and (iv) the Secured Promissory Note, issued by BC III to Seller, dated as of November 1, 2016.

“Intercompany Security Agreements” means collectively, (i) the Pledge and Security Agreement, by and between BC Holdco II and Seller, dated as of November 1, 2016, (ii) the Pledge and Security Agreement, by and between BC Holdco III and Seller, dated as of November 1, 2016, (iii) the Security Agreement, by and between BC II and Seller, dated as of November 1, 2016 and (iv) the Security Agreement, by and between BC III and Seller, dated as of November 1, 2016.

“Interconnection Agreement” means that certain Standard Large Generator Interconnection Agreement, dated as of June 12, 2018, between NorthWestern Energy and Chafin Wind Energy, LLC, as may be amended or otherwise modified from time to time.

“Knowledge” means the actual knowledge, after reasonable inquiry, of (a) Seller’s Persons with Knowledge as of the date of this Agreement (or, with respect to the certificate delivered pursuant to Section 7.1(d) the date of delivery of such certificate) or (b) Buyer’s Persons with Knowledge as of the date of this Agreement (or, with respect to the certificate delivered pursuant to Section 7.2(c), the date of delivery of such certificate). For purposes of this definition, “reasonable inquiry” means, with respect to the individuals identified on Schedule 1.1(a) or Schedule 1.1(b), as applicable, such individual has (x) used reasonable efforts to review records within his possession or control with respect to such representation, warranty or other matter involved and (y) made reasonable inquiry of those people over whom such person has supervisory authority.

“Law” or “Laws” means all statutes, laws, acts, rules, regulations, ordinances, Orders, codes, and treaties of Governmental Authorities.

“Losses” is defined in Section 8.2.

“Master Lease Assignment Agreement” means that certain Master Lease Assignment Agreement, dated as of November 7, 2016, by and among Seller, Chafin Montana Wind Energy Center, LLC, a Delaware limited liability company, and BC Wind.

“Material Adverse Effect” means any state of facts, change, development, event, effect, condition or occurrence that, individually or in the aggregate with all other such states of facts, changes, developments, events, effects, conditions or occurrences, is, or would reasonably be expected to be, materially adverse to the current business, Assets, properties, liabilities, results of operations or condition (financial or otherwise) of any Acquired Company or the Primary Project or the Additional Battery Capacity; *provided*, that the term “Material Adverse Effect” shall not include any such change resulting from (i) changes in general international, national, regional or local economic, financial or credit markets or market conditions, (ii) generally effective changes in the industry in which any Acquired Company operates, (iii) changes in Law, accounting standards, principles or interpretations, (iv) changes in wholesale or retail markets for energy, capacity, ancillary services, environmental attributes, power transmission or fuel supply or transportation or related products including those due to actions by new market entrants and existing competitors, (v) any order or act of a Governmental Authority generally affecting providers or users of electric generation, transmission or distribution that imposes restrictions, regulations or other requirements thereon, (vi) increases in the costs of commodities or supplies, (vii) any hurricane, tornado, tsunami, flood, earthquake, storm or other natural or manmade disaster or weather-related event, circumstance or development, (viii) any strikes, labor disputes, work stoppages, requests for representation, pickets, or work slow-downs due to labor disagreements (or an escalation or worsening thereof) not originally attributable to the Primary Project or activities related to the Primary Project, (x) the announcement or consummation of the Transaction or actions taken or omissions made by a Party at the written request or with the written consent of the other Party, or (xi) the outbreak or escalation of hostilities or war, the declaration of a national emergency or war or the occurrence of any other calamity or crisis, including acts of terrorism, except that in the case of clauses (i) through (v), to the extent that the adverse effect on any Acquired Company or the Primary Project or the Additional Battery Capacity is materially disproportionate to the adverse effect on similarly situated projects.

“Material Project Contracts” means, with respect to each Acquired Company, (i) any contract (A) to which such Acquired Company is a party, or by the terms of which such Acquired Company or its Assets are bound and (B) for which the expected costs of performing such contract by such Acquired Company, or the revenues expected to be received under such contract by such Acquired Company, exceed [REDACTED] in any calendar year or [REDACTED] in the aggregate during the term of such contract; (ii) any interconnection or transmission-related agreements or applications for interconnection or transmission of or from the Primary Project or the Additional Battery Capacity; (iii) any power purchase or sale agreement, including any agreement for the purchase, exchange or sale of energy, capacity, ancillary services or related attributes (iv) any BOP contract or turbine supply agreement; (v) any exclusivity agreements with a construction contractor, any wind turbine manufacturer or other supplier or utility; (vi) Except for the [REDACTED] [REDACTED] as applicable, any contract providing for any Indebtedness of such Acquired Company or the mortgaging, pledging or otherwise placing an Encumbrance secured by the Assets of such Acquired Company, or the guarantying of any obligation (other than endorsements made for collection) or that is otherwise related to any Indebtedness; and (vi) any Real Property Document.

“Membership Interests” is defined in the recitals to this Agreement.

“Meteorological Towers” means the meteorological towers associated with the Primary Project.

“Notice to Proceed” shall have the meaning set forth in the BOP Agreement.

“NorthWestern Energy” means NorthWestern Corporation, a corporation organized and existing under the laws of the state of Delaware.

“NorthWestern Transmission Rights” means the right of Buyer to receive point to point transmission service from NorthWestern Energy covering electricity generated by the Primary Project, from the Delivery Point to the point of interconnection between NorthWestern Energy and the Colstrip Transmission System at the Colstrip substation in Colstrip, Montana.

“NTP Payment” is defined in Section 2.2(a)(i).

“Order” means any writ, order, award, injunction, judgment, decree, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental Authority or arbitrator of competent jurisdiction.

“Outside Date” means October 31, 2023.

“Outside Project Substantial Completion Date” means the date that is 17 months from Closing.

“Outside Project Substantial Completion Payment” means an amount equal to (A) for each MW_{AC} of the BOP NTP Capacity (as reduced by any Qualifying Reductions, if any, that have taken place as of the Outside Project Substantial Completion Date) for up to 232MW_{AC}, [REDACTED] per MW, *plus* (B) for each MW_{AC} of the BOP NTP Capacity (as reduced by any Qualifying Reductions, if any, that have taken place as of the Outside Project Substantial Completion Date) in excess of 232MW_{AC}, [REDACTED] per MW, *minus* (C) the NTP Payment.

“Party” and “Parties” are defined in the introductory paragraph of this Agreement.

“Permit” means any written authorization, approval, consent, waiver, exception, variance, Order, notice, license, filing, registration, ruling, permit, tariff, certification, exemption, clearance, concurrence, decree, grant, letter ruling or other action by, to, or with any Governmental Authority.

“Permitted Encumbrances” means (a) Encumbrances listed on Schedule 1.1(c), (b) Encumbrances created by Buyer, its Affiliates, or their successors or permitted assigns, (c) any Encumbrance for Taxes, assessments or other governmental charges or levies that are not yet due or payable or are being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (d) any statutory Encumbrance arising in the ordinary course of business by operation of Law with respect to a liability that is not yet delinquent (including mechanics’, materialmen’s, warehousemen’s, repairmen’s, landlord’s, and other similar liens) or that is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (e) defects or imperfections of title, easements, covenants, rights of way, restrictions and other similar charges or encumbrances not materially interfering and not reasonably likely to materially interfere with, as applicable, the development, construction, ownership and operation of the Primary Project and the Additional Battery Capacity or the value of the Sweet Grass County Real Property, in each case, that Seller has not committed to cure, (f) the rights of lessees and lessors of the Real Property pursuant to the terms and conditions of the applicable lease agreement which in each case has been delivered to Buyer in accordance herewith, (g) Encumbrances arising out of, under or in connection with this Agreement, (h) zoning, building and other generally applicable land use restrictions promulgated by a Governmental Authority, and (i) any security interests or liens granted under the [REDACTED]

“Person” means an individual, partnership, joint venture, corporation, limited liability company, trust, association or unincorporated organization, any Governmental Authority, or any other entity.

“Phase I Environmental Site Assessment” means a Phase I Environmental Site Assessment, dated less than six months prior to the Closing Date, prepared by a reputable environmental consultant reasonably acceptable to Buyer, in accordance with regulations found at 40 C.F.R. Part 312.

“Primary Project” is defined in the recitals to this Agreement.

“Project Company” is defined in the recitals to this Agreement.

“Project Company Permit” is defined in Section 4.10(a).

“Project Company Required Consents” means the consents or other approvals of any Governmental Authorities or other Persons specified in Schedule 4.8.

“Projections” has the meaning ascribed to such term in Section 11.17.

“Project Substantial Completion” has the meaning ascribed to such term in the BOP Agreement.

“Project Substantial Completion Capacity” means the nameplate MW_{AC} wind generation capacity (based on the manufacturer’s nameplate rating of the wind turbines) of the Primary Project on an as-built basis as of Project Substantial Completion; provided that if, as of Project Substantial Completion, the number of turbine locations in Stillwater County is less than 82, and such reduction has occurred after the Execution Date for reasons that do not satisfy the requirements of a Qualifying Reduction, then the nameplate MW_{AC} wind generation capacity that could have been erected on such turbine locations (assuming the use of GE 2.8 MW nameplate capacity wind turbines) shall be included in the calculation of Project Substantial Completion Capacity.

“Project Substantial Completion Payment” means an amount equal to (A) for each MW_{AC} of the Project Substantial Completion Capacity up to 232MW_{AC}, [REDACTED] per MW, plus (B) for each MW_{AC} of the Project Substantial Completion Capacity in excess of 232MW_{AC}, [REDACTED] per MW, minus (C) the NTP Payment.

“Property Taxes” is defined in Section 6.2(a).

“PUHCA” means the Public Utility Holding Company Act of 2005, enacted as part of the Energy Policy Act of 2005, Pub. L. No. 109-58, as codified at § 1261 et seq., and the rules and regulations thereunder, as they may be amended from time to time.

“Purchase Price” is defined in Section 2.2(a).

“PURPA” means the Public Utility Regulatory Policies Act of 1978, as amended, and the rules and regulations thereunder, as they may be amended from time to time.

“Qualifying Reduction” means the reduction in the number of wind turbine pad locations below [REDACTED] after the Execution Date (including at the execution of the BOP Agreement) resulting from a reasonable determination by Buyer (which Buyer shall have provided to Seller in writing along with the reasons for such determination) that a turbine pad location cannot physically support the construction of a wind turbine

thereon, and such lack of physical support cannot be corrected (a) by moving the pad site less than [REDACTED] feet while not triggering the need to file a new 7460-1 with the FAA (for example, as contemplated by the Wind Turbine FAQs promulgated by the FAA) provided, however that the foregoing requirement shall not apply if (x) the filing of the 7460-1 would not require a public comment period, and (y) Seller provides Buyer with sufficient evidence (as determined by Buyer in its sole reasonable discretion) that such a filing cannot result in a review of other turbine pad locations for which the FAA has already made a no-hazard determination pursuant to a previously filed form 7460-1 with the FAA, or (b) through physical modifications to the pad location, in either case without incurring incremental cost increases of [REDACTED] or more (unless Seller offers to pay all amounts in excess of [REDACTED]; provided that, notwithstanding the foregoing, any turbine pad location moved within Stillwater County shall not constitute a Qualifying Reduction if Seller pays all amounts in excess of [REDACTED] for such relocation as set out in the corresponding change order under the BOP Agreement.

“Ready for NTP State” is defined in Exhibit B.

“Real Property” means all of the real property that comprises the real property portion of the Assets held by any Acquired Company.

“Real Property Documents” is defined in Section 4.12(a).

“Receiving Party” is defined in Section 9.3(a).

“Release” or “Released” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, releasing, depositing, dispersing, migrating, or allowing the escape or migration of any Hazardous Substances.

“Requested Permits” is defined in Section 4.10(b).

“Required Permits” is defined in Section 4.10(c).

“Representatives” is defined in Section 9.3(a).

“Seller” is defined in the introductory paragraph of this Agreement.

“Seller Claims” is defined in Section 8.3.

“Seller Disclosure Schedule” means the disclosure schedule attached to this Agreement.

“Seller Fundamental Representations” means Seller’s representations in Section 3.1 (Organization and Existence), Section 3.2 (Execution, Delivery and Enforceability), Section 3.3 (Membership Interests), Section 3.4 (No Violation), Section 3.6 (Brokers), Section 4.1 (Organization and Existence), Section 4.2 (No Prior Business; Acquired Company Ownership) and Section 4.4 (No Violation).

“Seller Guaranty” is defined in the recitals.

“Seller Indemnification Cap” is defined in Section 8.5(c).

“Seller Indemnified Parties” is defined in Section 8.3.

“Seller Parent” is defined in the recitals.

“Seller Taxes” means (a) any Taxes of, imposed on or attributable to Seller, any of its direct or indirect owners or any Affiliate of any of the foregoing (other than any Acquired Company) for any Tax period, (b) any Taxes of, attributable to or imposed on any Acquired Company (including any Taxes arising from termination of the Intercompany Loan Agreements) to the extent allocable or attributable to any Tax period (or portion thereof) ending on or before the Closing Date, determined in accordance with Section 6.2(a) in the case of a Straddle Period, (c) any withholding Taxes imposed on Buyer or any of its Affiliates (including any Acquired Company) resulting from the transactions contemplated by this Agreement, (d) any Transfer Tax that is the responsibility of Seller under Section 6.2(d), and (e) any Taxes and other Losses attributable to a breach by Seller of any of the representations or warranties set forth in Section 4.7.

“Seller’s Persons with Knowledge” means those individuals identified in Schedule 1.1(b).

“Site” means the premises where the Primary Project and the Additional Battery Capacity will be located.

“Site Plans” means the site plans for the Primary Project and the Additional Battery Capacity set forth as Exhibit C attached hereto.

“Straddle Period” is defined in Section 6.2(a).

“Subsequent Project” means, other than as contemplated by this Agreement with respect to the Primary Project and the Additional Battery Capacity, a development project (including engineering, procurement and construction) to install wind or solar generation capacity or battery storage capacity, in any such case, in the State of Montana.

“Subsequent Project ROFO Notice” is defined in Section 6.6.

“Subsequent Project ROFO Period” is defined in Section 6.6.

“Subsequent Project Wake Liabilities” means any losses in output reasonably likely to be sustained by the Primary Project or the Additional Battery Capacity as a result of wake effects attributable to turbines placed in service by Seller or its Affiliates in a Subsequent Project.

“Survey” is defined in Section 6.7(c).

“Sweet Grass County Real Property” is defined in the recitals.

“Tax” or “Taxes” means (a) any federal, state, local, foreign or other tax, fee, levy, duty, assessment or other similar governmental charge, including any income, franchise, gross receipts, personal or real property, intangible, sales, use, services, value added, withholding, social security, disability, estimated, alternative or add-on minimum, transfer, license, payroll, profits, capital stock, capital gain, employment, unemployment, worker’s compensation, excise, severance, stamp, windfall profit, occupancy, recording fee, environmental, customs or occupation tax, and any interest, additions to tax and penalties in connection therewith, (b) any liability for the payment of amounts described in clause (a) above as a result of transferee liability, of being a member of an affiliated, consolidated, combined, or unitary group for any period or otherwise by operation of law, and (c) any liability for the payment of amounts described in clauses (a) or

(b) above as a result of any tax sharing, tax indemnity, or tax allocation agreement or any other agreement to indemnify any other Person.

“Tax Consideration” is defined in Section 2.5.

“Tax Proceeding” is defined in Section 6.2(b).

“Tax Return” means any return, report, information return, declaration, claim for refund, or other document, together with all amendments, attachments and supplements thereto (including all related or supporting information), filed or required to be filed or otherwise maintained for or supplied to any Governmental Authority responsible for the administration of Laws governing Taxes (including any such items that are filed on a consolidated, unitary, combined, group or similar basis).

“Third Party Claim” means a claim that is (i) by a Person that is not a Seller Indemnified Party or a Buyer Indemnified Party and (ii) not arising out of a breach of the representations and warranties in Article 3, Article 4 or Article 5.

“Threshold Amount” is defined in Section 8.5(b).

“Title Company” is defined in Section 6.7(a).

“Title Policy” is defined in Section 6.7(a).

“Transaction” is defined in the recitals to this Agreement.

“Transaction Documents” means, with respect to each Party or any Affiliate of such Party, all agreements, certificates, instruments and documents being or to be executed and delivered by such Party or such Party’s Affiliate under this Agreement in connection with the Closing.

“Transfer Tax” means any transfer Tax, sales Tax, value added Tax, transaction privilege Tax, transaction Tax, conveyance fee, use Tax, stamp Tax, stock transfer Tax, real property transfer or real property excise Tax, or other similar Tax, including any related penalties, interest and additions thereto.

“Transmission Service Request” means Seller Parent’s 100MW point-to-point “Transmission Service Request” with the BPA (AREF No. 83010046) and its associated Open Access Same-Time Information System queue position.

“Treasury Regulations” means the regulations (including temporary regulations) promulgated by the United States Department of the Treasury pursuant to and in respect of provisions of the Code. All references herein to Sections of the Treasury Regulations shall include any corresponding provision or provisions of succeeding, similar or substitute, temporary or final Treasury Regulations.

“Turbine Supply Agreement” means that certain Contract for the Sale of Power Generation Equipment and Related Services to be entered into between the Project Company and GE Renewables North America, LLC, a Delaware limited liability company, with respect to turbine supply for the Primary Project, or any similar agreement in respect of the foregoing.

“United States” or “U.S.” means the United States of America.

“Wind Data” means all wind data actually generated for the Primary Project or the Additional Battery Capacity, including without limitation by the Meteorological Towers, any Acquired Company, or their Affiliates in connection with the Primary Project or the Additional Battery Capacity and all final third-party reports or studies regarding such data that are relevant to the use of any of the wind turbine generators installed or to be installed on or adjacent to the Site or the Sweet Grass County Real Property, in the possession or control of Seller or any of Seller’s Affiliates, in each case as amended, supplemented or updated from time to time.

“Wind Turbine FAQs” means the FAA guidance in the Wind Turbine FAQs, available at [Wind Turbine FAQs \(latest revision 02/22/2023\) \(faa.gov\)](https://www.faa.gov/air-traffic-operations/flight-procedures/obstacle-clearance/obstacle-clearance-requirements).

Section 1.2 Certain Interpretive Matters. In this Agreement, unless the context otherwise requires:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person’s successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;
- (e) all Schedules and Exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein; *provided*, that the text of this Agreement and the Schedules and Exhibits hereto shall be construed consistently, but in the event of any irreconcilable conflicts the text of this Agreement shall control over any Schedule or Exhibit;
- (f) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit of or to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause or section means such clause or section of such Article, Section, Schedule, Exhibit or definition;
- (g) “hereunder,” “hereof,” “hereto” and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof;
- (h) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;
- (i) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding” and “through” means “through and including;”
- (j) reference to any Law means such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; and

(k) any agreement, instrument, insurance policy, statute, regulation, rule or order defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, insurance policy, statute, regulation, rule or order as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, regulations, rules or orders) by succession of comparable successor statutes, regulations, rules or orders and references to all attachments thereto and instruments incorporated therein.

ARTICLE 2 PURCHASE AND SALE; CLOSING

Section 2.1 Purchase and Sale.

(a) Membership Interests. Upon the terms and subject to the satisfaction or waiver of the conditions contained in this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the Membership Interests free and clear of all Encumbrances.

Section 2.2 Consideration.

(a) Buyer shall pay to Seller the following amounts for the sale and conveyance of the Membership Interests to Buyer (together, the "Purchase Price") as follows:

(i) Closing Date Payment. On the Closing Date, Buyer shall pay to Seller an amount equal to (A) [REDACTED] the "NTP Payment"), plus (B) [REDACTED] plus (C) without limiting the application of Section 11.1, any reasonable and documented third-party costs incurred by Seller or an Acquired Company after May 6, 2023 and prior to the Closing Date pertaining to the continued development of Primary Project and Additional Battery Capacity (including any cost incurred that would otherwise have been included under the BOP Agreement or the Turbine Supply Agreement had they been executed and in effect as of such date) that are either (1) approved in advance in writing by Buyer; *provided*, that the execution of this Agreement by Buyer shall constitute an approval of the costs incurred prior to the Execution Date by Seller that are reimbursable under this clause (C), which the Parties hereby agree are [REDACTED] in the aggregate, or (2) required to be paid under the terms of a Material Project Contract (collectively, the "Closing Payment").

(ii) Post-Closing Date Payment. If, within sixty (60) days after the Closing Date, Seller receives any invoice for any reasonable and documented third party costs meeting the requirements of Section 2.2(a)(i)(C) above, Buyer shall reimburse Seller within thirty (30) days of a written demand by Seller for the amount of such invoice(s); provided that such written demand includes reasonable supporting documentation evidencing the amount of such third party costs.

(iii) Project Substantial Completion Payment. On the achievement of Project Substantial Completion, Buyer shall pay to Seller the Project Substantial Completion Payment; provided that, if the Outside Project Substantial Completion Date occurs prior to the achievement of Project Substantial Completion, Buyer shall instead pay to Seller the Outside Project Substantial Completion Payment on the Outside Project Substantial Completion Date.

(b) All payments which comprise the Purchase Price shall be paid to Seller by wire transfer of immediately available funds to an account or accounts specified by Seller.

(c) For the avoidance of doubt, if a Qualifying Reduction is made and Buyer subsequently relocates turbines to Sweet Grass County to cure such Qualifying Reduction, no payment to Seller will be due from Buyer under this Section 2.2 in respect of such relocated turbines and the capacity associated therewith. In addition, no payment to Seller will be due from Buyer under this Section 2.2, regardless of any subsequent development activities on the Site or the Sweet Grass County Real Property, which development activities may include, but are not limited to, developing the Sweet Grass County Real Property, adding additional wind generation capacity to the Site or developing the Additional Battery Capacity.

Section 2.3 Closing. The consummation of the Transaction (the “Closing”) will take place at the offices of Puget Sound Energy, Inc., 355, 110th Avenue Northeast Bellevue, WA 98004 at 10:00 a.m. local time or by electronic transmission as the Parties mutually agree on the date on which the conditions set forth in Article 7 (other than conditions with respect to actions that the Parties will take at the Closing itself) have either been satisfied or waived by the Party for whose benefit such conditions exist or at such other time and place as the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the “Closing Date.”

Section 2.4 Closing Deliverables. At the Closing, and subject to the terms and conditions hereof:

- (a) Seller shall deliver, or cause to be delivered, to Buyer the following:
- (i) an assignment of the Membership Interests, substantially in the form of Exhibit A (“Assignment Agreement”), duly executed by Seller;
 - (ii) a certificate, executed on Seller’s behalf by an authorized representative of Seller, dated the Closing Date, to the effect that the conditions set forth in Section 7.1(b) and Section 7.1(c) have been satisfied by Seller;
 - (iii) a valid, properly completed IRS Form W-9, duly executed by Seller (or, if Seller is disregarded from its regarded owner for purposes of U.S. federal income tax, such regarded owner);
 - (iv) originals or, if originals are not available, legible copies of the Books and Records;
 - (v) a secretary’s certificate executed by Seller;
 - (vi) at Seller’s sole cost and expense, the Survey;
 - (vii) delivery of the Title Policy insuring the Real Property provided pursuant to Section 7.1(d) and in the amount of [REDACTED] and inclusive of the endorsements set forth in Section 6.7(b), with Seller responsible for the payment of the base premium and Buyer responsible for any endorsement fees;

(viii) a current and valid Phase I Environmental Site Assessment for the Site and the Sweet Grass County Real Property, which does not include any “Recognized Environmental Conditions” or any other impairments that (i) in the case of the Site, would have a Material Adverse Effect on the Primary Project or the Additional Battery Capacity or (ii) in the case of the Sweet Grass County Real Property, would materially and adversely impair the value of the Sweet Grass County Real Property;

(ix) evidence reasonably satisfactory to Buyer that the Intercompany Loan Agreements and Intercompany Security Agreements shall have been terminated, and all collateral under the Intercompany Security Agreements shall have been released;

(x) evidence reasonably satisfactory to Buyer that each agreement or arrangement set forth in Schedule 4.18, and any other agreement or arrangement meeting the criteria of Section 4.18, has been terminated and each Acquired Company party thereto has been fully released from all obligations and liabilities under such agreement or arrangement;

(xi) any other documents or instruments reasonably required by Buyer to consummate the Transaction and reasonably requested of Seller prior to the Closing Date.

(b) Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) the Assignment Agreement, duly executed by Buyer;

(ii) the Closing Payment, by wire transfer in immediately available funds to the account or accounts specified by Seller;

(iii) a certificate, executed on Buyer’s behalf by an authorized representative of Buyer, dated the Closing Date, to the effect that the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied by Buyer;

(iv) a secretary’s certificate executed by Buyer;

(v) effective upon Closing and the consummation of the Transaction, a duly executed Notice to Proceed issued to BOP Contractor under the BOP Agreement; and

(vi) any other documents or instruments reasonably required by Seller to consummate the Transaction and reasonably requested of Buyer prior to the Closing Date.

Section 2.5 Tax Treatment; Allocation for Tax Purposes. For U.S. federal income Tax purposes, because the Project Company is properly classified as an entity disregarded as separate from Seller for U.S. federal income Tax purposes, Seller will be treated as selling the Assets of the Project Company to Buyer in exchange for the Purchase Price, increased by any liabilities of the Project Company and any other items included in computing consideration for applicable income Tax purposes (the “Tax Consideration”). Seller and Buyer shall use commercially reasonable efforts to agree upon an allocation

of the Tax Consideration among the Assets of the Project Company for U.S. federal income Tax purposes in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the “Allocation”). If Seller and Buyer reach an agreement with respect to the Allocation, (a) the Parties shall use commercially reasonable efforts to update the Allocation in a manner consistent with Section 1060 of the Code following any adjustment to the Purchase Price pursuant to this Agreement; (b) Seller and Buyer shall, and shall cause their Affiliates to, file all Tax Returns (including United States Internal Revenue Service Form 8594) in a manner consistent with the Allocation, as adjusted, unless required to do so by a final determination as defined in Section 1313 of the Code; *provided, however*, that neither Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise and/or settle any Tax Proceedings in connection with the Allocation; and (c) the Parties shall promptly inform one another of any challenge by any Governmental Authority related to the Allocation. If Seller and Buyer cannot agree on an Allocation of the Tax Consideration by no later than the 90th day following the Closing Date, then each Party shall be permitted to adopt its own Allocation of the Tax Consideration as it deems appropriate.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Seller Disclosure Schedule, Seller represents and warrants to Buyer as of the Execution Date and as of the Closing Date as follows:

Section 3.1 Organization and Existence. Seller (i) is duly formed, validly existing and in good standing under the Laws of Delaware, (ii) is qualified to do business in, and is in good standing in all jurisdictions in which its properties (or the character of its business) requires such qualification, except as would not have a material adverse effect on its ability to perform its obligations under this Agreement and (iii) has all requisite limited liability company power and authority to carry on its business as it is now being conducted.

Section 3.2 Execution, Delivery and Enforceability. Seller has full limited liability company power and authority to enter into, and to perform its obligations under, this Agreement. The execution, delivery and performance of this Agreement by Seller, and the consummation of the Transaction, have been duly and validly authorized by all necessary limited liability company action required on its part, and no other limited liability company action on its part is necessary to authorize this Agreement or to consummate the Transaction. This Agreement constitutes a valid and legally binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 3.3 Membership Interests.

(a) As of Closing, Seller owns, and is the sole beneficial and record owner of, and has full power and authority to convey, 100% of the Membership Interests free and clear of all Encumbrances, other than Permitted Encumbrances contemplated by clause (b) of the definition thereof, and upon Closing, Seller will convey to Buyer good and valid title to the Membership Interests, free and clear of any Encumbrances, other than Permitted Encumbrances contemplated by clause (b) of the definition thereof.

(b) The Membership Interests have been duly authorized and validly issued, were not issued in violation of any Person’s preemptive rights, and are fully paid and non-assessable (in each case to the extent such terms are applicable to limited liability companies under applicable Law).

The Membership Interests constitute one hundred percent (100%) of the ownership interests in the Project Company.

(c) There is no outstanding subscription, option, warrant, purchase right, call or commitment of any kind or character relating to or entitling any Person (other than Buyer) to purchase or otherwise acquire the Membership Interests. There is no outstanding security, instrument or obligation that is or may be convertible into or exercisable or exchangeable for any Membership Interest or other ownership interest in the Project Company. Other than this Agreement, there are no contracts under which the Project Company may become obligated to sell or otherwise issue any Membership Interests in the Project Company.

Section 3.4 No Violation. Neither the execution and delivery by Seller of this Agreement, nor Seller's compliance with any provision hereof, nor Seller's consummation of the Transaction will:

(a) violate, or conflict with, or result in a breach of any provisions of the organizational documents of Seller;

(b) result in a material default (or give rise to any right of termination, cancellation or acceleration) (with or without notice or lapse of time or both) under, or materially conflict with any of the terms of, any Material Project Contract to which Seller is a party or by which any of its respective properties or Assets are bound except as would not have a Material Adverse Effect, except for such defaults (or rights of termination or acceleration) as to which requisite waivers or consents have been obtained and furnished to Buyer; or

(c) materially violate or conflict with any Law applicable to Seller or any judgment, ruling, order, writ, decree, stipulation or injunction of any Governmental Authority applicable to Seller.

Section 3.5 Litigation. Except as set forth in the Seller Disclosure Schedule, there is no Action pending or, to the Knowledge of Seller, threatened in writing against or relating to Seller that would reasonably be expected to (a) materially impair the ability of Seller to perform its obligations under this Agreement or consummate the Transaction, (b) materially impair the ability of any Acquired Company to perform its respective obligations under any Material Project Contract or (c) individually, or in the aggregate with any other Action, adversely affect any Acquired Company or the Primary Project or the Additional Battery Capacity in any material respect.

Section 3.6 Brokers. All negotiations relating to this Agreement and the Transaction have been carried on by Seller in such a manner as to not give rise to any valid claim against Buyer or any Acquired Company for a brokerage commission, finder's fee or other like payment to any Person.

Section 3.7 Bankruptcy; Solvency.

(a) Seller has not filed any voluntary petition in bankruptcy or been adjudicated as bankrupt or insolvent, filed any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal bankruptcy act, insolvency, or other debtor relief law, nor sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. Seller has not been subject to any involuntary bankruptcy action or other petition by a third party seeking reorganization, liquidation, dissolution or similar relief under any federal or state bankruptcy act, insolvency, or other debtor

relief law nor, to the Knowledge of Seller, has any such action or other petition been threatened in writing against Seller.

(b) Seller is not now insolvent and will not be rendered insolvent by the sale of the Interests under this Agreement. Immediately after giving effect to the consummation of the Closing: (i) Seller will be able to pay its Liabilities as they become due in the usual course of its business; (ii) Seller will not have unreasonably small capital with which to conduct its present or proposed business; (iii) Seller will have assets (calculated at fair market value) that exceed its Liabilities; and (iv) taking into account all pending and threatened litigation, final judgments against Seller in actions for money damages are not reasonably anticipated to be rendered at a time when, or in amounts such that, Seller will be unable to satisfy any such judgments promptly in accordance with their terms (taking into account the maximum probable amount of such judgments in any such actions and the earliest reasonable time at which such judgments might be rendered) as well as all other obligations of Seller.

Section 3.8 Consents. Seller is not and will not be required to make any declaration or filing with, give any notice to, or to obtain any consent from, any Governmental Authority or other Person in connection with the execution and delivery of this Agreement or the consummation of the Transaction.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE ACQUIRED COMPANIES

Except as set forth in the Seller Disclosure Schedule, Seller represents and warrants to Buyer as of the Execution Date and as of the Closing Date as follows:

Section 4.1 Organization and Existence. Each of the Acquired Companies (a) are duly formed, validly existing and in good standing under the Laws of Delaware (b) are qualified to do business in, and are in good standing in (i) the State of Montana and (ii) all other jurisdictions in which their respective properties (or the character of their respective businesses) require such qualification, except, solely with respect to clause (ii), as would not have a Material Adverse Effect and (c) have all requisite limited liability company power and authority to carry on their respective businesses as they are now being conducted and to own the Assets held by such Acquired Company.

Section 4.2 No Prior Business; Acquired Company Ownership.

(a) Since the date of its formation, no Acquired Company has conducted any business or acquired any property or asset, except in each case in connection with the development of the Primary Project, the Additional Battery Capacity and other projects in Montana. Excluding the BC Project Subsidiaries, the Project Company does not own any interest in any other Person. Excluding the BC Interconnection Subsidiary, no BC Project Subsidiary owns any interest in any other Person. The BC Interconnection Subsidiary does not own any interest in any other Person.

(b) As of Closing, the Project Company owns, and is the sole beneficial and record owner of, and has full power and authority to convey, 100% of the equity interests in each of the BC Project Subsidiaries, free and clear of all Encumbrances, other than Permitted Encumbrances contemplated by clause (b) of the definition thereof. Collectively, the BC Project Subsidiaries own, and have full power and authority to convey, 100% of the equity interests in the BC Interconnection

Subsidiary, free and clear of all Encumbrances, other than Permitted Encumbrances contemplated by clause (b) of the definition thereof and the [REDACTED]

(c) As of Closing, no Person other than (i) with respect to the BC Project Subsidiaries, the Project Company and (ii) with respect to the BC Interconnection Subsidiary, the BC Project Subsidiaries, holds any equity or other interest in the BC Project Subsidiaries or the BC Interconnection Subsidiary. There is no outstanding subscription, option, warrant, purchase right, call or commitment of any kind or character relating to or entitling any Person (other than Buyer) to purchase or otherwise acquire any equity or other ownership interest in any BC Project Subsidiary or the BC Interconnection Subsidiary. There is no outstanding security, instrument or obligation that is or may be convertible into or exercisable or exchangeable for any equity or other ownership interest in any BC Project Subsidiary or the BC Interconnection Subsidiary. There are no contracts under which any BC Project Subsidiary or the BC Interconnection Subsidiary may become obligated to sell or otherwise issue any of their respective equity or other ownership interests.

Section 4.3 Managers and Bank Accounts. As of Closing, no Acquired Company has any managers, officers or directors. As of Closing, no Acquired Company has any bank accounts.

Section 4.4 No Violation. Neither the execution and delivery by Seller of this Agreement, nor Seller's compliance with any provision hereof, nor Seller's consummation of the Transaction will:

(a) violate, or conflict with, or result in a breach of any provisions of the organizational documents of any Acquired Company;

(b) result in a material default (or give rise to any right of termination, cancellation or acceleration) (with or without notice or lapse of time or both) under any Material Project Contract to which any Acquired Company is a party or by which any of its respective properties or Assets are bound, except for such material defaults (or rights of termination or acceleration) as to which requisite waivers or consents have been obtained and furnished to Buyer; or

(c) materially violate or conflict with any Law applicable to any Acquired Company or any judgment, ruling, order, writ, decree, stipulation or injunction of any Governmental Authority applicable to any Acquired Company.

Section 4.5 Litigation. There is no Action pending or, to the Knowledge of Seller, threatened in writing against or relating to any Acquired Company that could reasonably be expected to (a) materially impair the ability of any Acquired Company to perform its obligations under this Agreement or consummate the Transaction, (b) materially impair the ability of any Acquired Company to perform its respective obligations under any Material Project Contract or (c) individually, or in the aggregate with any other Action, adversely affect any Acquired Company, the Primary Project or the Additional Battery Capacity in any material respect.

Section 4.6 Bankruptcy; Solvency. No Acquired Company has filed any voluntary petition in bankruptcy or been adjudicated as bankrupt or insolvent, filed any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal bankruptcy act, insolvency, or other debtor relief law, nor sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. No Acquired Company has been subject to any involuntary bankruptcy action or other petition by a third party seeking

reorganization, liquidation, dissolution or similar relief under any federal or state bankruptcy act, insolvency, or other debtor relief law, nor, to the Knowledge of Seller, has any such action or other petition been threatened in writing against any Acquired Company.

Section 4.7 Tax Benefit; Tax Matters.

(a) No portion of the Primary Project or the Additional Battery Capacity is or has been financed with, and neither Seller nor any Affiliate of Seller has benefited from: (a) a grant provided by the United States, a state, a political subdivision or a state or any other Governmental Authority; or (b) proceeds of an issue of state or local governmental obligations, the interest on which is exempt from Tax under Section 103 of the Code (within the meaning of Sections 45(b)(3) and 48(a)(4) of the Code).

(b) Neither Seller nor any Affiliate of Seller has reported the Primary Project or Additional Battery Capacity, nor any portion of the Primary Project or Additional Battery Capacity, as being placed in service before the Closing Date for purposes of Section 168(k), Section 48 or Section 45 of the Code. Neither the Primary Project nor Additional Battery Capacity, nor any property that is part of the Primary Project or Additional Battery Capacity, has been energized or synchronized to the electric transmission system. Critical pre-operational testing with respect to the Primary Project or Additional Battery Capacity has not been completed. Daily operations with respect to the Primary Project or Additional Battery Capacity have not commenced. No revenue has been generated from the sale of electricity output with respect to the Primary Project or Additional Battery Capacity.

(c) Except as set forth in Schedule 4.7(c), no property that is part of the Primary Project or Additional Battery Capacity has been used by any Person other than in the development, construction, or startup of the Primary Project or Additional Battery Capacity.

(d) Neither Seller nor any Affiliate of Seller has claimed any depreciation deductions, amortization deductions, Tax credits, or other deductions or allowances with respect to the Primary Project or Additional Battery Capacity or any property that is part of the Primary Project or Additional Battery Capacity or the Assets of the Acquired Companies.

(e) The Primary Project and the Additional Battery Capacity are located in their entirety in the United States.

(f) Except as set forth on Schedule 4.7(i), no on-site construction of the Primary Project or Additional Battery Capacity has begun.

(g) The transactions contemplated by this Agreement will not have an adverse effect on the continuing validity and effectiveness of any Tax exemption, Tax holiday or Tax abatement for which the Primary Project or the Additional Battery Capacity are currently eligible.

(h) Except as set forth in the Seller Disclosure Schedule, the site on which the Primary Project and the Additional Battery Capacity are located has not been subject to a preferential or special property tax assessment, value limitation, or other favored Tax treatment. The site of which the Primary Project and the Additional Battery Capacity are located is not, has not been, and will not be (as a result of the Closing) subject to roll-back Taxes.

(i) All Tax Returns that are required to have been filed by or with respect to each Acquired Company have been filed and all such Tax Returns are correct and complete in all material respects.

(j) All material Taxes required to have been paid by any Acquired Company, or for which any Acquired Company may otherwise be liable, have been timely paid.

(k) Each Acquired Company has withheld or collected and paid over to the appropriate Governmental Authorities all Taxes required by applicable Law to be withheld or collected and each such Acquired Company has properly received and maintained any and all certificates, forms and other documents required by applicable Law for any exemption from withholding and remitting any Taxes.

(l) No Tax audits or administrative or judicial proceedings are being conducted, pending or, to Seller's Knowledge, threatened in writing with respect to any Acquired Company or with respect to any Taxes of any Acquired Company.

(m) No claim or deficiency against any Acquired Company for the assessment or collection of any Taxes has been asserted or proposed against any Acquired Company, which claim or deficiency has not been settled with all amounts determined to have been due and payable having been timely paid in full.

(n) There are no liens (other than Permitted Encumbrances) on any of the Assets of any Acquired Company that arose in connection with any failure to pay any Tax.

(o) For U.S. federal income Tax purposes (and, where applicable, state and local Tax purposes), each Acquired Company has at all times since its formation been properly classified as an entity disregarded as separate from Seller, and no election has been or will be filed or made to change such treatment and classification for U.S. federal income tax purposes (or where applicable state or local Tax purposes).

(p) No Acquired Company is a party to, bound by or has any obligation or potential liability under any Tax allocation, sharing or indemnity agreement or arrangement, or under any other similar agreement or arrangement relating to Taxes, other than in the ordinary course of business.

(q) None of the Assets of the Acquired Companies are subject to any tax partnership agreement or otherwise treated, or required to be treated, as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.

(r) No Acquired Company has at any time been a party to, or has any liability for the payment of any Tax resulting from a Person's participation, in any "listed transaction" within the meaning of Treasury Regulations Section 1.6011-4 (or any similar or corresponding provision of state or local Law).

(s) No Acquired Company has (i) entered into any agreement or waiver extending any statute of limitations with respect to Taxes that remains in effect, (ii) agreed to any extension of time with respect to a Tax assessment or deficiency that remains in effect, (iii) entered

into any closing agreement, settlement agreement or other agreement with any Governmental Authority with respect to Taxes that will remain in effect after the Closing Date or (iv) requested or is the subject of or expressly bound by any private letter ruling, technical advice memorandum or similar ruling or memorandum with any Governmental Authority that remains in effect with respect to any Taxes, nor is any such request outstanding.

Section 4.8 Consents. Except for the Project Company Required Consents (all of which have been obtained prior to the Execution Date), each Acquired Company is not and will not be required to make any declaration or filing with, give any notice to, or to obtain any consent from, any Governmental Authority or other Person in connection with the execution and delivery of this Agreement or the consummation of the Transaction.

Section 4.9 Project Assets. Each Acquired Company has good and valid title to or valid and enforceable leasehold interests or licensed rights in, or enforceable rights under, as applicable, all of the Assets held by such Acquired Company, free and clear of Encumbrances, other than Permitted Encumbrances. Prior to the Closing, all Assets, Contracts and other entitlements primarily relating to the Primary Project or the Additional Battery Capacity (including, for the avoidance of doubt, each of the four qualifying facility wind projects and associated battery capacity commonly referred to as (i) “Beaver Creek Wind I”, (ii) “Beaver Creek Wind II”, (iii) “Beaver Creek Wind III” and (iv) “Beaver Creek Wind IV”) and held by any Affiliate of the of the Acquired Companies that is not itself an Acquired Company, other than those set forth in Schedule 4.9, have been transferred to and are solely in the name of an Acquired Company.

Section 4.10 Permits.

(a) Schedule 4.10(a) sets forth all material Permits that are held by any Acquired Company in connection with the development, construction, and commissioning of the Primary Project and the Additional Battery Capacity (the “Project Company Permits”). True and complete copies of all Project Company Permits have been made available to Buyer. All Project Company Permits listed on Schedule 4.10 applicable to the Primary Project or the Additional Battery Capacity have been obtained in the name or on behalf of an Acquired Company, and are in full force and effect. To the Knowledge of Seller, no event has occurred and is continuing that reasonably would be anticipated to permit, or after notice or lapse of time or both reasonably would be anticipated to permit, any materially adverse modification, revocation, or termination of, or any other material change in, any Project Company Permit. Seller has not received written notice of any action, suit, investigation or proceeding with respect to any Acquired Company or the Assets held by any Acquired Company that could reasonably be anticipated to result in any material adverse modification, or the rescission, termination, or suspension of any Project Company Permit.

(b) Schedule 4.10(b) sets forth all material Permits that Seller or any Acquired Company have applied or filed for in relation to the Primary Project and the Additional Battery Capacity as of the Execution Date that are not yet obtained (the “Requested Permits”). To Seller’s Knowledge, there are no facts or circumstances currently in existence that would result in any Requested Permit not being granted in a timely manner or, if granted, containing conditions which, individually or in the aggregate, would reasonably be expected to adversely affect the Primary Project or the Additional Battery Capacity in any material respect. Seller has provided or caused to be provided to Buyer true, correct and complete copies of all material written correspondence in their possession or control to or from any Governmental Authority in connection with the Requested Permits. There are no written claims or objections or actions or proceedings pending

or, to Seller's Knowledge, no claims or objections or proceedings have been threatened in writing, relating to any application for a Requested Permit.

(c) Part I of Schedule 4.10(c) sets forth all Closing Required Permits that are necessary (i) for all Real Property (excluding the Sweet Grass County Real Property) and (ii) for the use, development, construction and operation of the Primary Project and the Additional Battery Capacity, but explicitly excluding any eagle incidental take permit or any permits to be obtained by the BOP contractor as set forth on Part II of Schedule 4.10(c) (the "Required Permits"). To Seller's Knowledge, there are no facts or circumstances currently in existence that would result in the Required Permits being obtained on terms and conditions, including with respect to the timing of receipt thereof, which, individually or in the aggregate, would reasonably be expected to adversely affect the Primary Project or the Additional Battery Capacity in any material respect.

(d) Neither the execution nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will result in the termination of any Project Company Permit or materially and adversely affect any application for a Requested Permit or other Required Permit.

Section 4.11 Material Project Contracts.

(a) Schedule 4.11 contains a true and complete list of (i) all Material Project Contracts other than the Real Property Documents, and (ii) any letters of credit or other security arranged by or on behalf of any Acquired Company and true and complete copies of each of the foregoing (including all amendments thereto through the Execution Date, and as updated as of the Closing Date) have been made available to Buyer.

(b) Each of the Material Project Contracts is in full force and effect in all material respects and constitutes a legal, valid and binding obligation of the Acquired Company party thereto and, to the Knowledge of Seller, of any other party thereto, except as such enforceability may be limited by the Enforceability Exceptions.

(c) None of the Acquired Companies, Seller or any Affiliate of Seller is in material breach of any provision of any Material Project Contract. To Seller's Knowledge, no counterparty to a Material Project Contract is in material breach of any provision of any Material Project Contract. To Seller's Knowledge, there are no events or circumstances currently in existence that with or without notice or the lapse of time or both, would contravene, conflict with or result in a material violation or material breach of or give any Person the right to declare a default or exercise any remedy under, or accelerate any obligation under, or to cancel, terminate or modify any Material Project Contract.

(d) None of the Acquired Companies, Seller or any Affiliate of Seller has delivered to, or received from, any party to any Material Project Contract a written notice of (i) termination, cancellation, repudiation, non-renewal or assertion of breach with respect to such Material Project Contract, (ii) force majeure under such Material Project Contract, or (iii) breach of warranty or indemnification claim. There are no current renegotiations of, or attempts or requests to renegotiate or outstanding rights to renegotiate any Material Project Document with any Person. Except as set forth in the Material Project Contracts, no Acquired Company has sold or transferred, agreed or committed to sell or transfer, or granted any options or rights to purchase any Assets of such Acquired Company, including any electric power or Environmental Attributes in connection with or related to the Primary Project or the Additional Battery Capacity.

Section 4.12 Real Property.

(a) Schedule 4.12 contains a complete and accurate list of each option, lease, sublease, deed, right-of-way, easement, consent, license or other instrument covering the Real Property and either entered into, assigned to, or assumed by any Acquired Company (such documents, the “Real Property Documents”). As of the Closing Date, each Real Property Document is in full force and effect in all material respects, and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms in all material respects, of the Acquired Company party thereto and, to the Knowledge of Seller, of each other party thereto, except as the same may be limited by the Enforceability Exceptions. No Acquired Company is in material violation or material breach of or default under any such Real Property Document (or with notice or lapse of time or both, would be in material violation or material breach of or default under any such Real Property Document). To the Knowledge of Seller, the Real Property (excluding the Sweet Grass County Real Property) currently held by the Acquired Companies constitutes all of the real property that is necessary for the development, construction, ownership and operation of the Primary Project and the Additional Battery Capacity as contemplated by the Site Plans. Notwithstanding the foregoing, the Parties agree and acknowledge that no representation is being made regarding any mineral interests in the Site or any rights of mineral interest owners to surface entry on the Site.

(b) There is no pending or, to the Knowledge of Seller, threatened condemnation (or similar proceedings) in writing of all or any part of the Primary Project or the Additional Battery Capacity (nor has Seller or any Acquired Company received any written notice threatening condemnation), and neither Seller nor any Acquired Company has assigned or sublet or granted any rights to use and occupy or created any limitations to or on its interests in the Primary Project or the Additional Battery Capacity to any Person except as expressly set forth in the Real Property Documents.

(c) To Seller’s Knowledge, (i) each Acquired Company is in compliance with all material setback, building code, or zoning requirements currently applicable to the Primary Project and the Additional Battery Capacity, and (ii) there is no oil and gas, mining, mineral or water extraction, or development project contemplated, in progress or planned to commence on the Site or the Sweet Grass County Real Property, that would reasonably be expected to materially interfere with the development, construction, operation, maintenance, or performance of the Primary Project or the Additional Battery Capacity as contemplated by the Site Plans.

(d) No interest in the Real Property is subject to a reversionary interest. Without limiting the foregoing sentence, any reversionary interest under the Master Lease Assignment Agreement benefiting BC Wind has been released and is of no further force or effect.

Section 4.13 Intangible Personal Property. Schedule 4.13 contains a true and complete list of all Intangible Personal Property owned, licensed to, or otherwise held by, each Acquired Company. Each Acquired Company has good and valid title or license to, as applicable, all of the Intangible Personal Property described on Schedule 4.13 owned by or licensed to such Acquired Company. All such Intangible Personal Property is free and clear of all Encumbrances, other than Permitted Encumbrances. Other than the Acquired Companies, neither Seller nor any of its other Affiliates owns, licenses, or otherwise holds any Intangible Personal Property necessary for the development, construction, operation, maintenance, or performance of the Primary Project.

Section 4.14 Environmental Matters.

(a) Each Acquired Company is and has been in compliance with all applicable Environmental Laws with respect to its operations and the Primary Project and the Additional Battery Capacity in all material respects. Neither Seller (with respect to the Primary Project or any Acquired Company) nor any Acquired Company is (i) subject to any outstanding Order under any Environmental Laws, (ii) in receipt of any written request for information, notice, threat, allegation, complaint, or claim with respect to any violation of, liability under or non-compliance with any Environmental Law from any Person or Governmental Authority, or (iii) a party to or, threatened in writing with, any governmental or citizen enforcement action under any Environmental Law.

(b) Hazardous Substances have not been stored, used or Released by any Acquired Company or, to the Knowledge of Seller, any other Person on, under, from or to the Site or the Sweet Grass County Real Property under circumstances that would reasonably be expected to result in any liability or obligation under any Environmental Law to investigate or clean-up any such Hazardous Substances or to notify any Governmental Authority or Person about the Release.

(c) No Acquired Company has engaged in the unpermitted taking of any species listed as endangered or threatened or otherwise protected under any Environmental Law applicable to any Acquired Company, the Primary Project, the Additional Battery Capacity, or of the habitat of any such species, in any way related to the development or construction of the Primary Project or the Additional Battery Capacity.

(d) Seller has made available to Buyer true, correct and complete copies of all reports, site assessments, audits, studies, and other written analyses owned by, in the possession of or otherwise available to Seller describing or relating to the environmental or safety conditions at the Site and the Sweet Grass County Real Property, including with respect to the presence or potential presence of Hazardous Substances, wetlands, and protected species or protected resources, or aeronautical safety.

Section 4.15 Employee Matters. Each Acquired Company (a) has never had and does not have any employees, and (b) does not participate in, sponsor, maintain, or contribute to, or have any direct or indirect liability, whether contingent or otherwise, with respect to, any Plan or other arrangement providing for employee benefits. None of the Acquired Companies nor any of their respective ERISA Affiliates, has any liability with respect to a “multiemployer plan” within the meaning of Section 3(37) of ERISA, that would result in the imposition of any liability on Buyer or any of its Affiliates following the Closing (including each Acquired Company). No circumstances exist that would result in any liability to Buyer or its Affiliates under Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA. “ERISA Affiliates” means any trade or business (whether or not incorporated) that is treated as a single employer with Seller within the meaning of Section 414(b), (c), (m) or (o) of the Code.

Section 4.16 No Undisclosed Liabilities.

(a) No Acquired Company has any material liabilities, obligations or commitments (whether absolute, accrued, contingent or otherwise) except those which (i) are evidenced by this Agreement, the Permits, the Real Property Documents and the Material Project Contracts (none of which is a liability for breach, default or noncompliance), (ii) have been incurred in the ordinary course of business in connection with the development of the Primary Project and Additional Battery Capacity consistent with past practice and do not, individually or in the aggregate, exceed [REDACTED] or (iii) are obligations of future performance under any Material Project Contract.

(b) To Seller's Knowledge, each Acquired Company has not taken, and has not failed to take, any action that, if taken or failed to be taken after the Execution Date, would be prohibited by Section 6.5.

Section 4.17 Indebtedness. Except for any obligations in connection with the [REDACTED] no Acquired Company has any outstanding Indebtedness.

Section 4.18 Affiliate Transactions. Schedule 4.18 sets forth, as of the Execution Date, each agreement or arrangement to which Seller or any Affiliate (other than an Acquired Company) is a party that involves the Primary Project or the Additional Battery Capacity or to which an Acquired Company is a party. As of the Closing Date, other than as contemplated by this Agreement, neither Seller nor any Affiliate or Representative of Seller (other than any Acquired Company) is party to any agreement or arrangement involving any Acquired Company or the Primary Project or the Additional Battery Capacity.

Section 4.19 FERC and State Energy Regulation. Neither Seller nor any of the Acquired Companies are subject to regulation under the FPA or PUHCA, except that each of the BC Project Subsidiaries holds a qualifying facility self-certification under PURPA and FERC's regulations thereunder. No Acquired Company (a) has taken any action that would require any of the Parties hereto to obtain FERC authorization under Section 203 of the FPA to consummate the Transaction and (b) is not subject to regulation by the FERC or any state public service commission as a "public utility," "electric utility," "electric company," "electrical corporation," "holding company," or similar term under any applicable federal or state Law relating to public utilities.

Section 4.20 OFAC: UFLPA. Seller represents and warrants that it is in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, Department of the Treasury and in any enabling legislation or other executive orders in respect thereof. Seller and each Acquired Company have complied in all material respects with the Uyghur Force Labor Prevention Act (Pub. L. 117-78 (2021)) and have caused any subcontractors or service providers of Seller and/or any Acquired Company to comply with the same.

Section 4.21 Information. To Seller's Knowledge, Seller has made available to Buyer (i) all documents and information set forth in the schedules and (ii) all other documents or information in Seller's or its Affiliate's possession or control related to the Primary Project, the Additional Battery Capacity, each Acquired Company and the Sweet Grass County Real Property that could reasonably be expected to be material to the Primary Project, the Additional Battery Capacity, each Acquired Company, the Sweet Grass County Real Property or the Transaction, including Wind Data.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Buyer Disclosure Schedule, Buyer represents and warrants to Seller as of the Execution Date and as of the Closing Date as follows:

Section 5.1 Organization and Existence. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Washington and has all requisite power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is qualified to do business in any other jurisdiction where the consummation of the Transaction requires

such qualification, except where failure to qualify would not prevent Buyer from performing its obligations hereunder in any material respect.

Section 5.2 Execution, Delivery and Enforceability. Buyer has full power to enter into, and to carry out its obligations under, this Agreement and to consummate the Transaction. The execution, delivery and performance of this Agreement and the consummation of the Transaction, have been duly and validly authorized by all necessary action required on the part of Buyer and no other actions on the part of Buyer are necessary to authorize this Agreement or to consummate the Transaction. This Agreement constitutes the valid and legally binding obligations of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 5.3 No Violation. Neither the execution and delivery by Buyer of this Agreement, nor Buyer's compliance with any provision hereof or thereof, nor Buyer's consummation of the Transaction will:

- (a) violate, or conflict with, or result in a breach of any provisions of the organizational documents of Buyer;
- (b) result in a default (or give rise to any right of termination, cancellation or acceleration) or give any Person the right to declare a default or exercise any remedy (with or without notice or lapse of time or both) under, or materially conflict with any of the terms, conditions or provisions of, or result in any payment or loss of benefit under, any note, bond, mortgage, indenture, license, contract, or agreement or other instrument or obligation to which Buyer is a party or by which it may be bound; or
- (c) materially violate or conflict with any Law applicable to Buyer or any judgment, ruling, order, writ, decree, stipulation or injunction of any Governmental Authority applicable to Buyer; or
- (d) give any Person the right to prevent, delay or otherwise interfere with the Transaction.

Section 5.4 Litigation. There is no Action pending or, to Buyer's Knowledge, threatened against or relating to Buyer or its Affiliates that either has resulted or would result, if successfully asserted, materially impair Buyer's ability to perform its obligations hereunder or to consummate the Transaction.

Section 5.5 Brokers. All negotiations relating to this Agreement and the Transaction on behalf of Buyer have been carried on by Buyer in such a manner as not to give rise to any valid claim against Seller for a brokerage commission, finder's fee or other like payment to any Person.

Section 5.6 Consents. Other than a notice filing to the Washington State PUC, Buyer is not and will not be required to make any declaration or filing with, give any notice to, or to obtain any consent from, any Governmental Authority or other Person in connection with the execution and delivery of this Agreement or the consummation of the Transaction.

Section 5.7 Bankruptcy. Buyer has not filed any voluntary petition in bankruptcy or been adjudicated as bankrupt or insolvent, filed any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any federal bankruptcy act, insolvency, or other debtor relief law, nor

sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator of all or any substantial part of its properties. Buyer has not been subject to any involuntary bankruptcy action or other petition by a third party seeking reorganization, liquidation, dissolution or similar relief under any federal or state bankruptcy act, insolvency, or other debtor relief law nor, to the Knowledge of Buyer, has any such action or other petition been threatened in writing against Buyer.

Section 5.8 Financial Resources. Buyer has liquid capital or committed sources of capital sufficient to permit Buyer to perform timely its obligations under the Transaction Documents. Buyer knows of no circumstance or condition that would reasonably be expected to prevent the availability of such capital at the payment due date for each portion of the Purchase Price and other amounts payable by Buyer hereunder. Buyer acknowledges and agrees that notwithstanding anything to the contrary contained herein, its obligation to consummate the Transaction and to pay the Purchase Price is not subject to any financing contingency or condition.

Section 5.9 No WUTC Approval. Buyer represents and warrants that no approval or authorization is required by the Washington Utilities and Transportation Commission for Buyer to enter into, and to carry out its obligations under, this Agreement and to consummate the Transaction.

ARTICLE 6 COVENANTS OF EACH PARTY

Section 6.1 Regulatory Approvals. Each of Buyer and Seller shall promptly apply for and take all reasonably necessary actions to obtain or make all declarations and filings with, and notices to, any Governmental Authority or other Person required to be obtained or made by it for the consummation of the Transaction. Each Party shall cooperate with and promptly furnish information to the other Party reasonably necessary in connection with any requirements imposed upon such other Party in connection with the consummation of the Transaction.

Section 6.2 Tax Matters.

(a) **Tax Returns.** Seller shall prepare or cause to be prepared and file or cause to be filed all Tax Returns required to be filed by or with respect to the Project Company on or prior to the Closing Date. Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns required to be filed by or with respect to the Project Company after the Closing Date. With respect to any Tax Return covering a taxable period beginning on or before the Closing Date and ending after the Closing Date (a “Straddle Period”) that is required to be filed after the Closing Date with respect to the Project Company, Buyer shall cause such Tax Return to be prepared in a manner consistent with practices followed in prior taxable periods except as required by applicable Law. Buyer shall cause such Tax Return to be executed and duly and timely filed with the appropriate Governmental Authority and shall (without limiting, and without duplication of, Buyer’s right to indemnity under Section 8.2(e)) pay all Taxes shown as due and payable on such Tax Return and will provide a copy thereof to Seller. Seller shall reimburse Buyer for the amount of any such Taxes that are Seller Taxes within five (5) days after Buyer provides Seller with such copy of such Tax Return. For purposes of this Agreement, with respect to Taxes attributable to a Straddle Period, Seller and Buyer shall determine the Tax attributable to the portion of the taxable period that ends on the Closing Date by an interim closing of the books of the Project Company, except for ad valorem or property Taxes (“Property Taxes”), which shall be prorated on a daily basis through and including the Closing Date. Property Taxes shall be determined without regard to any increased assessment resulting from the transactions contemplated by this Agreement, or the

development or construction of the Primary Project or the Additional Battery Capacity after the Closing Date.

(b) Cooperation. Buyer and Seller shall cooperate fully as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any inquiry, claim, assessment, audit, litigation or other proceeding (each a “Tax Proceeding”) with respect to Taxes imposed on or with respect to the Assets, operations or activities of the Project Company. Such cooperation shall include the retention and (upon the other Party’s request) the provision of records and information which are reasonably relevant to any such Tax Returns or Tax Proceedings and making Representatives and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(c) Tax Proceedings. Following the Closing, if Buyer or any of its Affiliates (including the Project Company) receives notice of any Tax Proceeding related to Seller Taxes for which Seller has an obligation to indemnify a Buyer Indemnified Party hereunder (an “Indemnified Tax Claim”), Buyer shall promptly notify Seller in writing regarding such notice. Seller shall have the right to elect to control, manage, defend against, negotiate, settle or otherwise deal with (at the expense of Seller) any Indemnified Tax Claim; provided that (a) Buyer shall have the right to participate in any such Indemnified Tax Claim at its own expense, (b) Seller shall keep Buyer reasonably informed of the status of such Indemnified Tax Claim and (c) Seller shall not settle, compromise or resolve such Indemnified Tax Claim without the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed). If Seller chooses not to control, manage, defend against, negotiate, settle or otherwise deal with such Indemnified Tax Claim, then (x) Buyer shall control, manage, defend against, negotiate, settle or otherwise deal with such Indemnified Tax Claim, (y) Buyer shall keep Seller reasonably informed of the status of such Indemnified Tax Claim, and (z) Buyer shall not settle, compromise or resolve such Indemnified Tax Claim without the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed).

(d) Transfer Taxes. All Transfer Taxes arising out of or in connection with the Transaction shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any such Transfer Taxes.

Section 6.3 Announcements. Following the Closing, no press release or other public announcement, or public statement or comment in response to any inquiry, relating to the Transaction shall be issued or made by Buyer or Seller (or their respective Affiliates) without the joint approval of Buyer and Seller. A press release or other public announcement, regulatory filing, statement or comment made without such joint approval shall not be in violation of this Section 6.3 if it is made in order for the disclosing Party or any of its Affiliates to (a) obtain permits, licenses, releases and other approvals relating to the Primary Project or the Additional Battery Capacity, as are necessary in order to fulfill such Party’s obligations under this Agreement or (b) comply with applicable Laws or stock exchange rules and in the reasonable judgment of the Party making such release or announcement, based upon advice of counsel, prior review and joint approval, despite reasonable efforts to obtain the same, would prevent dissemination of such release or announcement in a sufficiently timely fashion to comply with such Laws or rules; *provided*, that in all such instances prior notice from Buyer or Seller to the other Parties be given with respect to any such release, announcement, statement or comment.

Section 6.4 Further Assurances. At any time or from time to time, each Party will, upon the reasonable request of another Party, execute and deliver any further instruments or documents as may

reasonably be required, to fulfill and implement the Transaction. Further, subject to the terms and conditions set forth herein and to applicable legal requirements, the Parties shall work in good faith and use commercially reasonable efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other Party in consummation of the Transaction, including (i) each Party taking such commercially reasonable actions as may be required to cause the satisfaction of the conditions set forth in Article 7 required to be met by such Party and (ii) Seller taking such commercially reasonable actions as may be required to cause the satisfaction of the conditions set forth on Exhibit B.

Section 6.5 Conduct of Business. Following the Execution Date and prior to the Closing, Seller shall cause each Acquired Company to conduct its business in the ordinary course, consistent with past practice and Industry Practices; *provided*, that Seller shall not, and shall cause each Acquired Company and, with respect to the following clauses (a), (b), (c), (d), (e), (n), (p) and to the extent pertaining to the foregoing clauses, (r), its Affiliates, not to take any of the following actions without the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed:

(a) enter into the Turbine Supply Agreement, Full Service Agreement or BOP Agreement, or enter into, terminate or materially amend (i) any Permit or (ii) any Material Project Contract (other than any Material Project Contracts entered into in the ordinary course which will be fully performed prior to Closing);

(b) incur, or commit to incur, any costs that are reimbursable under Section 2.2(a)(i)(C);

(c) grant any waiver of any term under, exercise any option under, or give any consent with respect to, any Material Project Contract;

(d) take any action that could reasonably be expected to result in a material breach or default under any Material Project Contract or Permit;

(e) initiate, settle, waive, unwind, amend or modify any Action, dispute or claim or compromise or settle any liability (other than accounts payable, Taxes and other liabilities payable in the ordinary course of business) which results in a non-current liability of [REDACTED] or greater becoming due from such Acquired Company after Closing or restrictions or limitations that materially and adversely affect an Acquired Company's ability to conduct business after the Closing;

(f) sell, transfer, assign, license, mortgage, pledge, lease, sublease, convey or otherwise dispose of any material Assets held by an Acquired Company;

(g) merge or consolidate with any other Person or adopt any plan of dissolution or liquidation, or make any voluntary bankruptcy or insolvency filing (or consent to any such involuntary filing) or reorganization;

(h) incur or assume any Encumbrances other than the Permitted Encumbrances related to the Project Company or Assets held by an Acquired Company;

(i) admit any new member, manager or holder of membership interests or other Membership Interests;

(j) issue, reserve for issuance, transfer, modify, encumber, dispose or sell or grant or redeem any Membership Interests, or any options, warrants, calls or other rights to purchase or otherwise acquire any Membership Interests or any other equity interests in an Acquired Company;

(k) other (i) than accounts payable incurred in the ordinary course of business (which, for sake of clarity, includes accounts payable incurred in connection with the expected and normal course of performance under the Material Project Contracts) or (ii) short term, unsecured borrowings or intercompany loans or guarantees that are paid in full and discharged prior to the Closing Date, incur, create, assume or otherwise become liable for any Indebtedness or issue any debt securities or assume or guarantee the obligations of any other Person;

(l) acquire (by merger, consolidation or acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or division thereof or collection of Assets constituting all or substantially all of a business or business unit;

(m) make, revoke, or change any Tax election, change any Tax accounting methods, policies or practices; file any amended Tax Return or claim for refund, enter into any closing agreement, settle or otherwise compromise any Tax claim or assessment relating to the Project Company or the Assets held by an Acquired Company; file any request for rulings or special Tax incentives with any Governmental Authority; surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment relating to the Project Company or the Assets held by an Acquired Company; enter into any Tax allocation, sharing, reimbursement or indemnity agreement, or take any other similar action;

(n) change or authorize any change in the charter document of an Acquired Company;

(o) except as may be required to meet the requirements of applicable Laws or GAAP, change any accounting method or practice in a manner that is inconsistent with past practice;

(p) fail to discharge any material liability of an Acquired Company or make any material payment of the Project Company as it comes due except in connection with a good faith dispute with an adequate reserve in accordance with GAAP;

(q) With respect to the any Acquired Company, hire any employees, officers, directors, or managers or incur any employment-related liability; or

(r) agree or commit to do any of the foregoing.

Section 6.6 Right of First Offer. For a period of [REDACTED] years following the Closing, prior to entering into any agreement with any Person for the sale by Seller (or its Affiliates) of any Subsequent Project or the off-take therefrom in the State of Montana, Seller shall provide written notice to Buyer of its intent to sell such Subsequent Project or the off-take therefrom (an “Subsequent Project ROFO Notice”). Buyer shall then have [REDACTED] Business Days following delivery of the Subsequent Project ROFO Notice to submit a written proposal for Buyer’s terms with respect to such Subsequent Project. If Buyer delivers such written proposal in a timely fashion, Buyer and Seller shall then negotiate in good faith for a period of [REDACTED] days (the “Subsequent Project ROFO Period”) to execute a purchase agreement for the Subsequent Project or the off-take therefrom. If Buyer fails to timely deliver such written proposal, or Buyer and Seller fail to execute a purchase agreement for the Subsequent Project or the off-take therefrom

by the expiration of the Subsequent Project ROFO Period, then Buyer shall have no further rights pursuant to this Section 6.6, and Seller shall be permitted to engage any other Person with respect to the sale of such Subsequent Project or the off-take therefrom.

Section 6.7 Title Matters. Seller shall deliver, or cause to be delivered, to Buyer:

(a) On or prior to Closing, a title policy in the face amount [REDACTED] from a nationally recognized title insurance company acceptable to Buyer (the “Title Company”) on the current ALTA form in such amount showing good and valid fee, leasehold and easement interests, as applicable, in the Real Property, inclusive, for the avoidance of doubt, of the Sweet Grass County Real Property, and free and clear of all Encumbrances or exceptions to title, except for Permitted Encumbrances and including (i) with respect to the Real Property (excluding the Sweet Grass County Real Property), all of the endorsements listed in Section 6.7(b), and (ii) with respect to the Sweet Grass County Real Property only, all of the endorsements other than the ALTA 3.0 (Zoning) or ALTA 3.2 (Zoning Land Under Development), to the extent such endorsements are not available based on the Survey (containing the coverage described in the foregoing (i) and (ii), the “Title Policy”); and

(b) On or prior to Closing, at Seller’s sole cost and expense, an ALTA/NSPS survey of the Real Property (excluding the Sweet Grass County Real Property) substantially in the form of the survey entitled “EXHIBIT I – Survey” delivered by Representatives of Seller on behalf of Seller to Buyer on 8/31/2023, with such changes as Buyer has previously requested in its title and survey objection letter dated August 16, 2023 and shall make commercially reasonable efforts to accommodate such additional changes as may hereafter be reasonably requested by Buyer, in each case, without an anticipated project overlay, and which can be accommodated by the surveyor without additional cost or material delays (the “Stillwater County Survey”), certified to Buyer and the Title Company, and sufficient to bind an owner’s policy of title insurance issued by the Title Company containing the following endorsements (or endorsements of equivalent coverage) applicable to the entirety of the Real Property (excluding the Sweet Grass County Real Property): ALTA 3.0 (Zoning) or, if available, ALTA 3.2 (Zoning Land Under Development); ALTA 8.2 (Commercial Environmental Lien); ALTA 9.9 (Private Rights); ALTA 15.06 (Nonimputation); ALTA 17 (Access); ALTA 18 (Tax Parcel); ALTA 19 (Contiguity); ALTA 22 (Location); ALTA 25 (Same as Survey); ALTA 26 (Subdivision); ALTA 39 (Policy Authentication); and deletion of arbitration.

(c) On or prior to Closing, at Seller’s sole cost and expense, an ALTA/NSPS survey of the Sweet Grass County Real Property substantially in the form of the survey entitled “EXHIBIT K – Sweet Grass County Real Property” delivered by Representatives of Seller on behalf of Seller to Buyer on 8/31/2023, with such changes as Buyer has previously requested in its title and survey objection letter dated August 16, 2023 and shall make commercially reasonable efforts to accommodate such additional changes as may hereafter be reasonably requested by Buyer in each case, without an anticipated project overlay, and which can be accommodated by the surveyor without additional costs or material delays (the “Sweet Grass County Survey”; and collectively with the Stillwater County Survey, the “Survey”), certified to Buyer and the Title Company, and sufficient to bind an owner’s policy of title insurance issued by the Title Company with respect to the Sweet Grass County Real Property containing the endorsements described in Section 6.7(b) other than the ALTA 3.1 (zoning) or ALTA 3.2 (zoning land under development).

Section 6.8 Reliance Letters. Upon the reasonable request of Buyer, Seller shall use commercially reasonable efforts to obtain customary reliance letters with respect to any third-party reports, memoranda or other work products that have been prepared by any third-parties in respect of the Primary Project or the Additional Battery Capacity. The costs of any out-of-pocket third-party expenses incurred by or on behalf of Seller in connection with such efforts shall be borne equally by the Parties.

Section 6.9 Subsequent Project Wake Effects. From and after the Execution Date, Seller shall not, and shall cause its Affiliates not to (a) in connection with any Subsequent Project, develop, construct or operate any wind turbines within a two (2) mile radius of any wind turbines associated with the Primary Project or any Subsequent Project located on the Sweet Grass Real Property, or take any other action that would be reasonably likely to result in a Subsequent Project Wake Liability or (b) sell, convey or otherwise transfer any leasehold interest or other development right within a two (2) mile radius of any wind turbines associated with the Primary Project or any Subsequent Project located on the Sweet Grass Real Property to any Person, unless such Person agrees to abide by the requirements of clause (a) of this Section 6.9.

Section 6.10 Construction and Equipment Agreements Cooperation. Following the Execution Date and prior to the Closing, the Parties agree to cooperate in good faith and use commercially reasonable efforts to cause each of the BOP Agreement, Turbine Supply Agreement and Full Service Agreement (the “Construction and Equipment Agreements”) to reach an agreed form with their respective counterparties in satisfaction of the requirements set forth in Item 1 of Exhibit B to this Agreement. Without limiting the generality of the foregoing, each Party agrees to perform the following actions (with any additional incremental costs of the performing Party to be borne by such Party): (a) promptly furnish information received from any potential counterparty to the Construction and Equipment Agreements to the other Party; (b) on the one hand, make applicable representatives available for the negotiation of the Construction and Equipment Agreements, and on the other hand, invite and include applicable representatives from the other Party in any negotiations of or discussions with respect to the Construction and Equipment Agreements, (c) providing lists of contact persons at potential Construction and Equipment Agreement counterparties, (d) responding in a timely fashion to any requests or inquiries made by the other Party or a potential Construction and Equipment Agreement counterparty and (e) use commercially reasonable efforts to allow for each Party and their counsel to be present at all substantive meetings and phone calls with the proposed turbine supplier and any proposed or prospective BOP Contractors.

Section 6.11 Environmental Matters. Following the Execution Date and prior to the Closing, Buyer shall engage an environmental consultant to complete a delineation and identification of any waters of the United States in or in direct proximity to the construction or operations of the Primary Project, including but not limited to, on county roads, at the proposed maintenance building site, the proposed substation site, along the transmission line route, battery storage site, in areas planned for roads to construct wind turbines and at the wind turbine locations.

Section 6.12 Permitting and Related Matters. Following the Execution Date and prior to the Closing, the Parties agree to, with respect to Seller’s continuing efforts to obtain each Required Permit not obtained as of or prior to the Execution Date and Buyer’s and Seller efforts regarding wetlands delineations, FAA matters, tax abatement matters and avian studies and any proposed permits or consultations relating thereto, to perform the following actions: (a) promptly furnish to the other Party any material correspondence and other information received from any Governmental Authority or applicable third-party concerning such Required Permit, delineation or study; (b) make applicable representatives available to discuss with representatives from the other Party the status of such Required Permit, delineation or study, and efforts being undertaken to obtain such Required Permit or other action; (c) to the extent

feasible, include applicable representatives from the other Party in any discussions with Governmental Authorities or other third-parties concerning such Required Permit or any action relating to the wetlands delineation or avian study; (d) provide lists of applicable contact persons at (i) Governmental Authorities involved in the issuance such Required Permit or other actions, and (ii) other third-parties substantially involved in the process for obtaining such Required Permit, wetlands delineation or avian study; (e) respond in a timely fashion to any requests or inquiries made by the other Party, Governmental Authorities involved in the issuance of such Required Permit or related to the wetlands delineation, FAA matters or avian study, and other-third parties substantially involved in the process for obtaining such Required Permit, wetlands delineation or avian study and (f) refrain from making any filings with Governmental Authorities (including with respect to FAA matters) without the consent of the other Party.

Section 6.13 Pre-Closing Access to Information. Seller shall, prior to the Closing Date, furnish or cause to be furnished to Buyer and its Representatives upon notice of at least three (3) Business Days, (a) at reasonable times, access to the Primary Project, the Site and the Assets held by the Acquired Companies as Buyer reasonably requests and (b) access to the Books and Records and other information of the Acquired Companies as Buyer reasonably requests.

ARTICLE 7 CONDITIONS TO CLOSING

Section 7.1 Buyer's Conditions to Closing. The obligation of Buyer to consummate the Transaction shall be subject to satisfaction or, to the extent permitted by applicable Law, waiver by Buyer at or prior to the Closing of the following conditions:

- (a) Ready for NTP. The Primary Project shall have achieved the Ready for NTP State.
- (b) Representations and Warranties. The representations and warranties of Seller and Project Company Article 3 and Article 4 set forth in shall be true and correct in all material respects (other than the Seller Fundamental Representations, which shall be true and correct in all respects) as of the Closing Date (or if such representations and warranties expressly relate to a specific date, as of such specific date).
- (c) Compliance with Provisions. Seller shall have performed or complied in all material respects with all covenants and agreements contained in this Agreement on its part required to be performed or complied with at or prior to the Closing.
- (d) Seller Closing Deliveries. Seller shall have delivered, or caused to be delivered, to Buyer each of the agreements, documents and other instruments required to be made or delivered by it to Buyer at the Closing pursuant to Section 2.4(a).
- (e) No Restraint. There shall be no injunction, restraining order or order of any nature issued by any Governmental Authority of competent jurisdiction over Seller or Law which materially restrains, enjoins or otherwise prohibits or makes illegal the Transaction.
- (f) Required Consents. Project Company Required Consents shall have been obtained, shall be final, non-appealable and in full force and effect, and shall be in form and substance reasonably satisfactory to Buyer.

(g) Northwestern Transmission Rights. Buyer shall have secured the NorthWestern Transmission Rights.

(h) No Litigation. There is no Action that (i) questions or challenges the validity of the Transaction or (ii) individually, or in the aggregate with any other Action, would adversely affect either Party's ability to perform its obligations hereunder in any material respect.

(i) No Material Adverse Effect. No Material Adverse Effect shall have occurred and be continuing.

(j) Wind Data. Seller shall have granted to the Project Company a non-exclusive license to the Wind Data, substantially in the form of Exhibit F attached hereto and Buyer shall grant Seller a non-exclusive license applicable from and after the Closing Date to the Wind Data from the Meteorological Towers so long as such towers remain in place, substantially in the form of Exhibit G attached hereto.

(k) Qualifying Facility Certification Withdrawal. Each of the BC Project Subsidiaries shall have withdrawn its qualifying facility self-certification under PURPA and FERC's regulations thereunder.

(l) BPA Transmission Letter Agreement. Buyer and Seller Parent shall have executed the BPA Transmission Letter Agreement.

(n) Waters of the United States Delineation. No Clean Water Act Section 404 permit, no Rivers and Harbors Act Section 10 permit nor any other permit related to waters of the United States shall be required for the construction and operation of the Primary Project, or if any such permit is required based on the wetlands delineation conducted pursuant to Section 6.11, (i) Seller shall demonstrate, to the reasonable satisfaction of Buyer, that the Project may be constructed without obtaining any such permit, which may include utilizing directional drilling under streambeds or relocating proposed roads, provided such drilling or relocation of roads or other changes proposed by Seller will not result in an aggregate cost under the BOP Agreement of greater than \$ [REDACTED] (including, for sake of clarity, the cost of the main power transformer), or (ii) Buyer may, in its discretion, waive this condition to Closing and seek the requisite permit(s).

(o) Avian Study. Buyer shall have updated Seller's avian surveys in the manner specified in Exhibit I, as to the Primary Project and Seller shall cooperate with Buyer's survey updates by coordinating landowner permissions for access.

(p) Microwave Beam Study. Seller shall have updated the microwave beam study in a manner showing that no relocation of the turbines shall be required to avoid interfering with the (i) legal rights of any microwave equipment owners and (ii) existing use of any microwave equipment owners with physical towers on the Site.

(q) Owner's Pro Forma Title Policy Based on Site Plan Overlay on Survey. Buyer shall have received (i) a copy of the Stillwater County Survey from Seller with the proposed project layout overlaid on such Stillwater County Survey; and (ii) an owner's pro forma title policy for the Real Property from the Title Company based on such overlaid project layout (with respect to the Real Property in Stillwater County) for the amount of the improved project value and containing, in addition to the endorsements listed in Section 6.7(b), the following endorsements: ALTA 28

(Easements); ALTA 31 (Severable Improvements); ALTA 36.4 (Energy Project – Covenants, Conditions, Restrictions); and ALTA 36.6 (Energy Project – Encroachments); provided that such owner's pro forma policy will be provided by the Title Company without cost and will merely set forth the then current position of the Title Company should Buyer request, at its expense, an owner's title policy at NTP or thereafter; but provided further, however, that Buyer may require the foregoing endorsements to be included in the Title Policy at Closing, if such endorsements are available from the Title Company for (x) the Title Policy for the insured amount of [REDACTED] or (y) a title policy with a higher insured amount for the Real Property, so long as Buyer agrees to pay the difference between the cost of the base premium for such title policy and the cost of the base premium for the Title Policy under Section 2.4(a)(vii) (for which Seller is responsible), in which event the "Title Policy" shall thereafter be deemed to reflect such higher insured amount for the Real Property.

Notwithstanding the foregoing, Buyer may not rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure (a) resulted from an action or inaction on the part of Seller or its Affiliates that was requested or consented to in writing by Buyer or (b) was primarily caused by the failure of Buyer to comply in any material respect with its obligations under this Agreement. In addition to the foregoing, the Parties acknowledge and agree that no mineral right surface waivers will be provided or required as a condition to Closing.

Section 7.2 Seller's Conditions to Closing. The obligation of Seller to consummate the Transaction shall be subject to satisfaction or, to the extent permitted by applicable Law, waiver by Seller at or prior to the Closing of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer set forth in Article 5 shall be true and correct in all material respects (other than the Buyer Fundamental Representations, which shall be true and correct in all respects) as of the Closing Date (or if such representations and warranties expressly relate to a specific date, as of such specific date).

(b) Compliance with Provisions. Buyer shall have performed or complied in all material respects with all covenants and agreements contained in this Agreement on its part required to be performed or complied with at or prior to the Closing.

(c) Buyer Closing Deliveries. Buyer shall have made, or caused to be made, each of the payments and delivered, or caused to be delivered, to Seller each of the agreements, documents and other instruments required to be made or delivered by it to Seller at the Closing pursuant to Section 2.4(b).

(d) No Restraint. There shall be no injunction, restraining order or order of any nature issued by any Governmental Authority of competent jurisdiction over the Parties or Law which restrains, enjoins or otherwise prohibits or makes illegal the Transaction.

(e) Required Consents. All Seller Required Consents shall have been obtained, shall be in full force and effect, shall be in form and substance reasonably satisfactory to Seller.

(f) No Litigation. There is no Action that individually, or in the aggregate with any other Action, would adversely affect either Party's ability to perform its obligations hereunder in any material respect.

Notwithstanding the foregoing, Seller may not rely on the failure of any condition set forth in this Article 7 to be satisfied if such failure (a) resulted from an action or inaction on the part of Buyer or its Affiliates that was requested or consented to in writing by Seller or (b) was primarily caused by the failure of Seller to comply in any material respect with its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION

Section 8.1 Exclusive Remedies. From and after Closing, the rights and remedies set forth in this Article 8 shall be the exclusive remedies for the Seller Indemnified Parties and the Buyer Indemnified Parties (a) for any breach of the other Party's representations, warranties, covenants, or agreements contained in this Agreement or (b) otherwise with respect to this Agreement, the agreements and instruments executed in connection herewith or the Transaction.

Section 8.2 Indemnification by Seller. Subject to Section 8.5(b), Section 8.5(c) and Section 10.1(a), from and after the Closing, Seller will indemnify, defend and hold harmless Buyer and its Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (collectively, the "Buyer Indemnified Parties") from and against any and all demands, suits, penalties, obligations, damages, claims, losses, liabilities, payments, Taxes, out-of-pocket costs and expenses, including reasonable legal, accounting and other expenses in connection therewith and costs and expenses incurred in connection with investigations and settlement proceedings ("Losses") arising out of the following (collectively, "Buyer Claims"):

- (a) any breach of any of the representations or warranties made by Seller in Article 3 or Article 4 or in any Transaction Document;
- (b) any breach or violation of any covenant or agreement of Seller in this Agreement or any Transaction Document;
- (c) any fraud by Seller in connection with this Agreement or the Transaction;
- (d) any Third Party Claim (before or after the Closing Date) brought against any Buyer Indemnified Party to the extent arising out of the acts or omissions of Seller or the Project Company prior to the Closing Date;
- (e) Seller Taxes; or
- (f) Subsequent Project Wake Liabilities.

Section 8.3 Indemnification by Buyer. Subject to Section 8.5(b), Section 8.5(c) and Section 10.1(a), from and after the Closing, Buyer will indemnify, defend and hold harmless Seller and their Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all Losses arising out of the following (collectively, "Seller Claims"):

- (a) any breach of any of the representations or warranties made by Buyer contained in Article 5 or in any Transaction Document;

- (b) any breach or violation of any covenant or agreement of Buyer set forth in this Agreement;
- (c) any fraud by Buyer in connection with this Agreement or the Transaction; or
- (d) any Third Party Claim (before or after the Closing Date) brought against any Seller Indemnified Party to the extent arising out of the acts or omissions (or otherwise in connection with the operations of the Primary Project) of Buyer or the Project Company after the Closing Date.

Section 8.4 Indemnification Procedure.

(a) Promptly after receipt by an Indemnified Party of notice of an Action or other event giving rise to a Buyer Claim or Seller Claim (each, a “Claim”) with respect to which the Indemnified Party is entitled to indemnification under Section 8.2 or Section 8.3, as applicable, the Indemnified Party receiving such notice shall notify Seller or Buyer, as applicable (in such instance, the “Indemnifying Party”), in writing (the “Claim Notice”) of the commencement of such Action or the assertion of such Claim; *provided*, that failure to give such notice shall not affect the right to indemnification hereunder except to the extent of actual prejudice to the Indemnifying Party. Each Claim Notice (a) shall contain a brief description of the facts and circumstances supporting the applicable Claim and (b) shall, to the extent reasonably practical, contain a good-faith, non-binding, preliminary estimate of the amount of Losses such Indemnified Party claims to have suffered or could potentially incur or suffer (the “Claimed Amount”). The Indemnifying Party shall have the option, and shall notify the applicable Indemnified Party in writing within fifteen (15) Business Days after the date of the Claim Notice of its election to undertake, conduct and control (through counsel of its own choosing and at its own expense) the settlement or defense thereof, and the Indemnified Party shall cooperate with it in connection therewith. The Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by such Indemnified Party (but the fees and expenses of such counsel shall be borne by such Indemnified Party unless the named parties in such Action or Claim (including any impleaded parties) include both the Indemnified Party and Indemnifying Party, and the Indemnified Party shall have been advised by such counsel that there may be one or more legal defenses available to it that are materially different from or additional to those available to the Indemnifying Party (in which case, the Indemnifying Party shall not have the right to control the defense of such Action or Claim on behalf of the Indemnified Party, it being understood, however, that the Indemnifying Party shall not, in connection with such Action or Claim, be liable for the fees and expenses of more than one (1) separate firm of attorneys and that all such fees and expenses shall be reimbursed as they are incurred)). If the Indemnifying Party elects to control the defense, it will not compromise or settle the Action or Claim without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld or delayed), unless the relief consists solely of (A) monetary damages to be paid in full by the Indemnifying Party, and (B) includes a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all liability with respect thereto. If the Indemnifying Party fails to notify the Indemnified Party of its election within the applicable response period, then Indemnifying Party shall be deemed to have elected not to control the defense of such Action or Claim.

(b) If the Indemnifying Party does not control the defense of any Action or Claim, then the Indemnified Party may settle such Action or Claim with the written consent of the Indemnifying Party (not to be unreasonably withheld).

(c) In the event of any conflict with this Section 8.4(c) and Section 6.2(c), Section 6.2(c) shall control.

Section 8.5 Mitigation and Limitations on Losses. Notwithstanding anything to the contrary contained herein:

(a) Reasonable Steps to Mitigate. The Indemnified Party will take all reasonable commercial steps to mitigate all Losses, including availing itself of any defenses, limitations, rights of contribution, claims against third Persons and other rights at Law or equity, and will provide such evidence and documentation of the nature and extent of the Losses as may be reasonably requested by the Indemnifying Party.

(b) Claims Limitations. Except for claims of fraud, gross negligence or willful misconduct, neither Party shall have any liability or obligation to indemnify under Section 8.2(a) (excluding breaches of Seller Fundamental Representations) or Section 8.3(a) (excluding breaches of Buyer Fundamental Representations), as applicable, unless the aggregate amount arising out of a Claim or Claims for which such Party would be liable thereunder exceeds the Threshold Amount, at which point the aggregate recovery against such Party thereunder shall be the Threshold amount *plus* any Losses in excess of the Threshold Amount. The "Threshold Amount" shall equal [REDACTED]

(c) Indemnity Cap. Seller's maximum aggregate liability for indemnification of Losses pursuant to Section 8.2(a) (other than for breaches of (i) Seller Fundamental Representations or (ii) the representations and warranties contained in Section 4.7 (Taxes)), shall not exceed an amount equal to [REDACTED] of the Purchase Price then paid or due and payable (the "Seller Indemnification Cap"); *provided, however*, in no event shall Seller's aggregate liability arising out of its indemnification obligations under Sections 8.2(a) and (b) exceed [REDACTED] of the Purchase Price then paid or due and payable to Seller pursuant to this Agreement. Buyer's maximum aggregate liability for indemnification of Losses pursuant to Section 8.3(a) (other than for breaches of Buyer Fundamental Representations), shall not exceed an amount equal to [REDACTED] of the Purchase Price then paid or due and payable (the "Buyer Indemnification Cap") and together with the Seller Indemnification Cap, each an "Indemnification Cap"; *provided, however*, in no event shall Buyer's aggregate liability arising out of its indemnification obligations under Sections 8.3(a) and (b) exceed [REDACTED] of the Purchase Price then paid or due and payable to Seller pursuant to this Agreement. Each Indemnification Cap in effect at the time of a Claim for breach of representation and warranty will not limit the amount of Losses that may be claimed or that may be recoverable hereunder by the applicable Indemnified Party, including in any award of damages sought or obtained in any Action, *provided*, that the Indemnifying Party will not be required to pay to an Indemnified Party amounts in excess of the applicable Indemnification Cap in effect at the time such payment is due. If the amount of Losses payable by an Indemnifying Party to an Indemnified Party is so limited by the applicable Indemnification Cap in effect at such time, the amount not paid as a result of the application of such Indemnification Cap shall be paid at such time as the such Indemnification Cap increases or, if Buyer is the Indemnified Party, at Buyer's option, offset against any payment by Buyer to Seller that would result in any increase to the Buyer Indemnification Cap, and any such offset or payment to Buyer will be applied against the Seller Indemnification Cap, and will be deemed an adjustment to the Purchase Price (but not for purposes of adjusting the Seller Indemnification Cap).

(d) Survival of Representations and Warranties. All representations and warranties contained in this Agreement, or in any agreements or instruments executed in connection herewith or delivered pursuant hereto, shall survive the for a period of [REDACTED] from the Closing Date, but not longer, except that the Environmental Representations shall survive [REDACTED] from the Closing Date, the Seller Fundamental Representations and the Buyer Fundamental Representations shall survive for the period of the applicable statute of limitations, and the representations in Section 4.7 (Tax Benefit; Tax Matters) shall survive for the period of the applicable statute of limitations plus [REDACTED]. All covenants of the Parties made pursuant to this Agreement that either expressly by their terms survive, or by their nature are to survive or continue in force and effect after the Closing shall remain in effect and be enforceable following such Closing.

Section 8.6 Method of Payment; Offset. All claims for indemnification shall be paid promptly by the Indemnifying Party in immediately available funds in U.S. Dollars. Either Party shall have the sole and absolute right to withhold and set off any Claimed Amount owed to it by the other Party (including, in the case of Buyer, any Buyer Indemnified Party or, in the case of Seller, any Seller Indemnified Party) or any other amount agreed or otherwise owing under this Article 8 against any amounts owed by such Party to the other Party under this Agreement.

Section 8.7 Tax Treatment. The Parties agree to treat any indemnification payment made pursuant to this Agreement as a Purchase Price adjustment for Tax purposes, except as otherwise required by applicable Law.

ARTICLE 9 TERMINATION

Section 9.1 Rights to Terminate. This Agreement may be terminated prior to Closing:

- (a) by mutual written consent of Parties;
- (b) by Buyer, if Seller shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform would give rise to the failure of a condition set forth in Section 7.1(b) or Section 7.1(c); *provided*, Seller shall first be entitled to written notice specifying with particularity such breach and a thirty (30) day cure period and *provided furthermore* that Buyer shall not be in breach of this Agreement at such time;
- (c) by Seller, if Buyer shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform would give rise to the failure of a condition set forth in Section 7.2(a) or Section 7.2(b); *provided*, Buyer shall first be entitled to written notice specifying with particularity such breach and a thirty (30) day cure period and *provided furthermore* that Seller shall not be in breach of this Agreement at such time;
- (d) by Seller or Buyer if any court of competent jurisdiction in the United States or other Governmental Authority shall have issued an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the Transaction and such Order or other action shall have become final and non-appealable; or

(e) by Seller or Buyer if the Closing has not been consummated on or before the Outside Date; *provided*, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to a Party if such Party's breach of any provision of this Agreement results in the failure or material delay of the Closing to be consummated on or before the Outside Date; *provided further* that Buyer shall be permitted in its sole discretion to extend the Outside Date by up to ninety (90) days upon notice to Seller.

Section 9.2 Effect of Termination. If there has been a valid termination pursuant to Section 9.1, then this Agreement shall forthwith become void and have no effect, without any liability or obligation on the part of any Party (or any member, shareholder, Affiliate or other Representative thereof), whether arising before or after such termination, based on, arising out of or relating to this Agreement or the negotiation, execution, performance or subject matter hereof (whether in contract or in tort or otherwise, or whether at Law (including at common Law or by statute) or in equity), except for the liability of any Party (whether or not the terminating Party) for the breach of any of its representations, warranties, covenants or other agreements contained in this Agreement occurring prior to or resulting in such termination. For the avoidance of doubt, the rights and obligations set forth in Section 9.3 and Article 11 shall survive the termination of this Agreement.

Section 9.3 Confidentiality.

(a) The Party receiving Confidential Information pursuant to this Agreement (the "Receiving Party") shall, and shall use commercially reasonable efforts to cause its Affiliates and their respective representatives to (i) protect the confidentiality of the Disclosing Party's Confidential Information; (ii) not to disclose Confidential Information, except to (x) its Affiliates and its and their respective employees, officers, directors, agents, trustees, managers, consultants, experts, counsel, advisors and potential financing sources and representatives (collectively, "Representatives") and (y) regulators or other Governmental Authorities, in each case, to the extent necessary to permit them to assist the Receiving Party in satisfying its obligations under this Agreement and to comply with applicable Law; and (iii) be responsible for any disclosure by any such Representative in breach of this Agreement. "Confidential Information" as used in this Agreement shall mean any and all financial, technical, proprietary, confidential, and other information, including data, reports, interpretations, forecasts, analyses, compilations, studies, summaries, extracts, records, know-how, statements (written or oral) or other documents, techniques or procedures of any kind, to the extent they contain information concerning the business and affairs of each Party or its Affiliates, the Primary Project, the Additional Battery Capacity or any third parties who provided such information to such Party pursuant to a confidentiality arrangement, which is disclosed to the Receiving Party by or on behalf of the party disclosing Confidential Information (the "Disclosing Party") in connection with the Transaction and regardless of the manner in which it was furnished, including, specifically, the financial statements of the Disclosing Party and its Affiliates and subsidiaries. The Parties further agree that upon Closing, Confidential Information of Seller pertaining to the Primary Project, the Additional Battery Capacity or the Acquired Companies shall thereafter be Confidential Information of Buyer subject to the provisions of this Section 9.3.

(b) The restrictions of this Section 9.3 do not apply to:

(i) disclosure or release of this Agreement or any part or summary hereof to any Governmental Authority required for obtaining any approval or making any filing; provided, that (a) the Receiving Party agrees to cooperate in good faith with 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.

(c) Notwithstanding the foregoing, the Parties may provide any Confidential Information to any Person with review rights specified in other provisions of this Agreement, provided that such Persons have been advised of the confidential nature of the information and have agreed to maintain the confidentiality thereof on terms and conditions at least as restrictive as those set forth herein and the Party providing Confidential Information to any such Person shall be responsible for the compliance with this Agreement by any such Person. If Confidential Information is the subject of a subpoena from a third party, the receiving Party may disclose such Confidential Information on the advice of its counsel in compliance with the subpoena, provided that the Disclosing Party shall provide notice thereof to the providing Party and make reasonable efforts to afford the providing Party an opportunity to obtain a protective order or other relief to prevent or limit disclosure of the Confidential Information. The obligation to provide confidential treatment to Confidential Information shall not be affected by the inadvertent disclosure of Confidential Information by either Party.

(d) Notwithstanding anything to the contrary contained herein, (i) Buyer may disclose Confidential Information upon reasonable notice to Seller if Buyer 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 Primary Project, the Additional Battery Capacity and this Agreement, the effect thereof on Buyer's rates or investment return or similar matters, provided that Buyer shall (A) endeavor to keep Seller informed with respect to such disclosures, (B) file a written request in the form of a motion for protective order or for confidential treatment or other comparable written request that any Confidential Information be afforded confidential treatment and otherwise endeavor to obtain confidential treatment of Confidential Information, and (C) notify Seller promptly if it receives notice of any challenge to the request that such Confidential Information be

afforded confidential treatment and (ii) Seller may disclose Confidential Information upon reasonable notice to Buyer if Seller reasonably determines, based upon its (or its Affiliates) 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 Buyer informed with respect to such disclosures and (B) limit such disclosure to the minimum required to meet Seller's obligation as determined by Seller in its reasonable discretion.

(e) The obligations of the Parties under this Section 9.3 shall remain in full force and effect for two (2) years following Closing or termination of this Agreement.

(f) Each Party acknowledges that money damages may not be a sufficient remedy for any breach of this Section 9.3. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity that a party may have, it shall be entitled to equitable relief, including injunctive relief or specific performance, or both (although no Party shall be entitled to any special, consequential, indirect, punitive or exemplary damages as a result of a breach of this Section 9.3, whether a claim is asserted in contract, tort, or otherwise).

ARTICLE 10

Section 10.1 Limitation on Liability; Disclaimers and Waivers.

(a) OTHER THAN WITH RESPECT TO GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT AND THE INDEMNITIES SET FORTH IN SECTIONS 8.2(C), (D), (E) AND (F) AND SECTIONS 8.3(C) AND (D), IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN ANY AMOUNT EXCEEDING, [REDACTED] OF THE PURCHASE PRICE.

(b) OTHER THAN WITH RESPECT TO GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE, WHETHER BASED IN CONTRACT, INDEMNIFICATION, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE FOR INDIRECT DAMAGES ARISING OR RESULTING FROM ANY ACT OR OMISSION IN ANY WAY ASSOCIATED WITH THE PERFORMANCE BY SUCH PARTY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. FOR THE PURPOSES OF THIS AGREEMENT "INDIRECT DAMAGES" SHALL MEAN DAMAGE, INJURY OR LOSS OF AN INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL NATURE INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF PRODUCTION, LOSS OF EARNINGS, LOSS OF CONTRACT, DIMINUTION IN VALUE, COST OF CAPITAL AND LOSS OF USE OF ANY FACILITIES OR PROPERTY OWNED, OPERATED, LEASED OR USED BY THE OTHER PARTY.

(c) THE OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE PARTIES ONLY, AND NO RECOURSE SHALL BE AVAILABLE UNDER THIS AGREEMENT AGAINST ANY OFFICER, DIRECTOR, MANAGER, MEMBER, PARTNER, OR AFFILIATE OF ANY PARTY.

ARTICLE 11 GENERAL PROVISIONS

Section 11.1 Expenses. Except as otherwise provided herein, each Party shall be responsible for its own costs and expenses (including attorneys' and consultants' fees, costs and expenses) incurred in connection with this Agreement and the consummation of the Transaction.

Section 11.2 Entire Agreement. This Agreement supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof any prior confidentiality agreements executed by the Parties in respect of the Transaction. This Agreement contains the sole and entire agreement between the Parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, representations or warranties between the Parties with respect to the subject matter hereof other than those set forth herein.

Section 11.3 Amendments. This Agreement may only be amended, modified or supplemented by means of a written document executed by all Parties.

Section 11.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which when taken together shall constitute one and the same instrument. The electronically reproducible signatures of the Parties (e.g., PDFs) shall be deemed to constitute original signatures, and any such executed copies hereof shall be deemed to constitute duplicate originals.

Section 11.5 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the invalid or unenforceable provision does not go to the essential purposes of this Agreement and the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

Section 11.6 Assignability. The rights under this Agreement shall not be assignable or transferable by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and permitted assigns. Nothing contained in this Agreement, express or implied, is intended to confer upon any Person, other than the Parties hereto, their permitted successors-in-interest and permitted assignees, any rights or remedies under or by reason of this Agreement unless so stated to the contrary. Unless otherwise agreed, any assignment effected in accordance with this Section 11.6 will not relieve the assigning Party of its obligations and liabilities under this Agreement

Section 11.7 Captions. The captions of the various Articles, Sections, Exhibits and Schedules of this Agreement have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Agreement.

Section 11.8 Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the Laws of the State

of Washington (without regard to the conflict of Laws principles thereof), including all matters of construction, validity and performance.

Section 11.9 Jurisdiction and Waiver of Jury Trial.

(a) THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN KING COUNTY, WASHINGTON WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION, AND EACH PARTY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR ANY MATTER ARISING HEREUNDER OR THEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

Section 11.10 Notices. All notices, requests, demands and other communications under this Agreement must be in writing, by physical (including by mail or courier) or electronic mail delivery to the appropriate address or number as set forth below. Notices will be effective and deemed to have been given when (a) personally delivered or emailed (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid) or (b) five (5) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change is effective until it is actually received by the Party sought to be charged with its contents.

If to Seller:

Caithness Beaver Creek, LLC
c/o Caithness Services LLC
960 Holmdel Road, BLDG II
Holmdel, New Jersey 07733
Telephone: [REDACTED]
Attn: Ross D. Ain, President
Email: [REDACTED]

with a copy to:

c/o Caithness Services LLC
960 Holmdel Road, BLDG II
Holmdel, New Jersey 07733
Telephone: (212) 782-0549
Attn: Gail Conboy, Paralegal

Email: gconboy@caithnessenergy.com

With copy to:

McDermott Will & Emery LLP
2049 Century Park E, Suite 3200
Los Angeles, CA 90217-3221
Attention: Edward Zaelke
Email: ezaelke@mwe.com

If to Buyer:

Puget Sound Energy, Inc.
355, 110th Avenue Northeast
Bellevue, WA 98004
Attention: General Counsel
Email: lorna.luebbe@pse.com

With copy to:

Baker Botts L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Michael Didriksen
Email: Michael.Didriksen@bakerbotts.com

Section 11.11 No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any Party, nor give any third Persons any right of subrogation or action against any Party.

Section 11.12 No Joint Venture. Nothing contained in this Agreement creates or is intended to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to any Party. The right to receive the Project Substantial Completion Payment shall not be represented by any form of certificate or other instrument, and does not constitute an equity or ownership interest in Buyer or the Project Company, Seller shall not have any right as a security holder of Buyer or the Project Company as a result of its rights to receive the Project

Substantial Completion Payment (including rights to vote or dividends) and no interest is payable with respect to the Project Substantial Completion Payment.

Section 11.13 Construction of Agreement. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

Section 11.14 Waiver of Compliance. To the extent permitted by applicable Law, any failure of any of the Parties to comply with any obligation, covenant, agreement or condition set forth herein may be waived by the Party entitled to the benefit thereof only by a written instrument executed and delivered by such Party, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any prior or subsequent failure to comply therewith. The failure of a Party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 11.15 Consents Not Unreasonably Withheld. Wherever the consent or approval of any Party is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless such consent or approval is expressly stated to be subject to a Party's sole discretion.

Section 11.16 Enforcement of the Agreement. The Parties agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Agreement, the continuation of which unremedied will cause the aggrieved Party to suffer irreparable harm. Accordingly, the Parties agree that the Parties shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach or threatened breach of any of the provisions of this Agreement and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity. This right of specific enforcement is an integral part of the transactions contemplated by this Agreement and without that right, the Parties would not have entered into this Agreement. The Parties agree that they will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the opposing Party has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties shall not be required to provide any bond or other security in connection with any such order or injunction. The Parties also agree that the seeking of any remedies pursuant to this Section 11.16 shall not in any way constitute a waiver of any right to seek any other form of relief that may be available under this Agreement.

Section 11.17 Exclusive Representations and Warranties; Disclaimers. Except for the representations and warranties made by the Parties to each other and contained in Article 3, Article 4, and Article 5 or in any Transaction Document, no Party, nor any other Person on such Party's behalf, makes any other express or implied representation or warranty with respect to the Transaction, and each Party expressly disclaims (i) any other representations or warranties, including with respect to (A) Seller, the Project Company, Buyer, or their respective Affiliates' businesses, assets, employees, permits, liabilities, operations, prospects or condition (financial or otherwise) or (B) any opinion, projection, forecast, statement, budget, estimate, advice or other information with respect to the projections, budgets or estimates of future revenues, results of operations (or any component thereof), cash flows, financial condition (or any component thereof) or the future business and operations of Seller, the Project

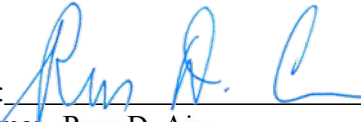
Company, Buyer, or their respective Affiliates or relating to the Primary Project or the Additional Battery Capacity, as well as any other business plan and cost-related plan information of Seller, the Project Company, Buyer or their respective Affiliates, or relating to the Primary Project or the Additional Battery Capacity, made, communicated or furnished (orally or in writing), or to be made, communicated or furnished (orally or in writing), including pursuant to any electronic data room prepared in connection with the Transaction, to any Party, its Affiliates or its Representatives, in each case, whether made by Seller, the Project Company, Buyer, or any of their respective Affiliates or Representatives or any other Person (this clause (B), collectively the “Projections”) and (ii) all liability and responsibility for any such other representation or warranty or any such Projections.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SELLER:

CAITHNESS BEAVER CREEK, LLC

By: 
Name: Ross D. Ain
Title: President

BUYER:

PUGET SOUND ENERGY, INC.

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

EXHIBIT A

Form of Assignment Agreement

[To be attached.]

MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT

This MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT (this “*Assignment*”), dated as of [____], 2023 (the “*Effective Date*”), is made and entered into by and between Caithness Beaver Creek, LLC, a Delaware limited liability company (the “*Assignor*”) and Puget Sound Energy, Inc., a Washington corporation (“*Assignee*”). Assignor and Assignee are referred to herein, collectively, as the “*Parties*” and each, individually, as a “*Party*”.

RECITALS

WHEREAS, Assignor owns, beneficially and of record, all of the outstanding membership interests in Caithness Montana Wind, LLC, a Delaware limited liability company (collectively, the “*Acquired Interests*”); and

WHEREAS, Assignor and Assignee have entered into that certain Membership Interest Purchase Agreement, dated as of the Effective Date (the “*MIPA*”), pursuant to which Assignor has agreed to sell and assign and Assignee has agreed to purchase and assume, among other things, the Acquired Interests.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meaning prescribed to such terms in the MIPA.

Section 1.02 Assignment of Acquired Interests. As of the Effective Date, Assignor hereby transfers, assigns, conveys and delivers to Assignee all of Assignor’s right, title and interest in and to the Acquired Interests.

Section 1.03 Assumption of Acquired Interests. As of the Effective Date, Assignee hereby accepts and assumes the Acquired Interests.

Section 1.04 Admission of the Assignee as a Member. Upon Closing, Assignee will become a member of Project Company. Assignor, in its capacity as manager of the Project Company immediately prior to the Closing on the Effective Date, hereby (a) approves and consents to the assignment of the Acquired Interests and the admission of Assignee as the sole member of Project Company and (b) withdraws as a member of Project Company.

Section 1.05 Further Assurances. Assignor hereby agrees to promptly execute and deliver such instruments and documents (in form and substance reasonably acceptable to the parties) and take such further action that may be reasonably necessary or desirable in order to give effect to the intent of this Assignment.

Section 1.06 Successors and Assigns. This Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

Section 1.07 Electronic Signature; Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which when taken together shall constitute one and the same instrument. The electronically reproducible

signatures of the Parties (e.g., PDFs) shall be deemed to constitute original signatures, and any such executed copies hereof shall be deemed to constitute duplicate originals.

Section 1.08 Governing Law. This Assignment and the rights and obligations of the Parties hereunder shall in all respects be governed by, and construed in accordance with, the Laws of the State of Washington (without regard to the conflict of Laws principles thereof), including all matters of construction, validity and performance.

Section 1.09 Jurisdiction and Waiver of Jury Trial. Section 11.9 of the MIPA is hereby incorporated by reference, *mutatis mutandis*, as if originally set forth herein.

Section 1.10 MIPA Terms. This Assignment shall, in every respect, be subject to and governed by the terms of the MIPA. Nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the Parties under the MIPA, and each of the Parties acknowledges and agrees that the representations, warranties, covenants, agreements, indemnities and survival periods contained in the MIPA are not superseded hereby but remain in full force and effect to the full extent provided therein. To the extent of any conflict or inconsistency between the terms and provisions of this Assignment and the MIPA, the terms and provisions of the MIPA will control.

Section 1.11 Amendments. This Assignment may only be amended, modified or supplemented by means of a written document executed by all Parties.

Section 1.12 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the invalid or unenforceable provision does not go to the essential purposes of this Assignment and the rights or obligations of any Party hereto under this Assignment will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

Section 1.13 No Other Representations or Warranties. THE PARTIES UNDERSTAND AND AGREE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE MIPA, NO PARTY TO THIS AGREEMENT, THE MIPA, OR ANY OTHER TRANSACTION DOCUMENT DELIVERED PURSUANT TO THE MIPA, IS REPRESENTING OR WARRANTING IN ANY WAY AS TO THE PARTIES, THE ACQUIRED COMPANIES, THEIR RESPECTIVE AFFILIATES, THEIR RESPECTIVE BUSINESSES, THE PRIMARY PROJECT, THE ADDITIONAL BATTERY CAPACITY, THE ACQUIRED INTERESTS, THE MIPA, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTION. FOR THE AVOIDANCE OF DOUBT, THIS SECTION 1.12 SHALL HAVE NO EFFECT ON ANY REPRESENTATION OR WARRANTY IN THE MIPA.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date.

Assignor:

CAITHNESS BEAVER CREEK, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

Assignee:

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____
Name:
Title:

EXHIBIT B

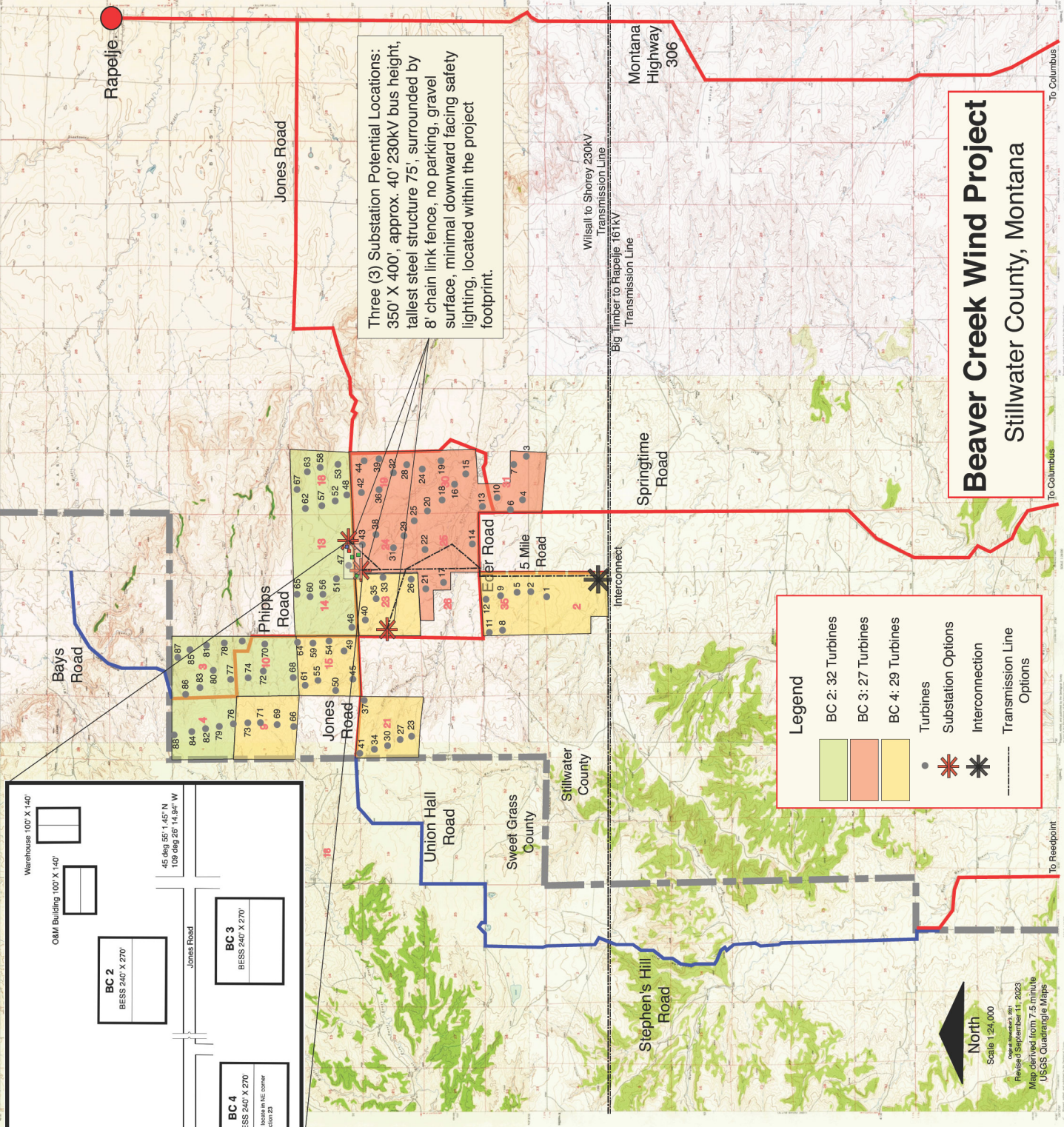
Ready for NTP State

The Primary Project shall have achieved its “Ready for NTP State” when each of the following conditions has been achieved (or waived by Buyer), to the reasonable satisfaction of Buyer.

1. The BOP Agreement, Turbine Supply Agreement and Full Service Agreement shall each be in agreed form with each of their respective counterparties and otherwise in form and substance satisfactory to Buyer in its reasonable discretion, not to be unreasonably, withheld, conditioned or delayed;
2. (a) Delivery of current estoppels in connection with all leasehold and easement interests in Real Property; (b) delivery of an estoppel to confirm the release of the reversionary interest under the Master Lease Assignment Agreement (Phase 1) benefiting BC Wind; (c) curing of any and all backdated assignments of Real Property interests; and (d) amendment of the rental and other provisions, as applicable, of all documents creating an interest in Real Property to the reasonable satisfaction of Buyer and substantially in the form of lease amendment attached hereto as Exhibit H;
3. Delivery of a Phase I Environmental Assessment for the Site and the Sweet Grass County Real Property, in each case, in accordance with Section 2.4(a)(viii) and reasonably satisfactory to Buyer;
4. Other than as contemplated by clause (d) of Item 2 of this Exhibit B, the Project Company shall have not amended or modified the leases covering the Real Property in existence as of the Execution Date; and
5. The Project Company shall have obtained the Closing Required Permits, except as may be waived by Buyer in its sole discretion, all such permits and authorizations are final and not subject to further challenge or appeal.

EXHIBIT C

Site Plans



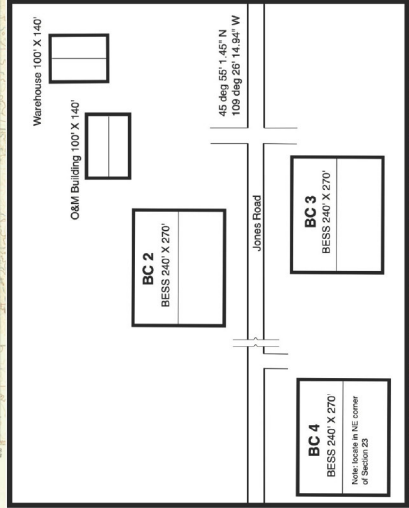
Three (3) Substation Potential Locations: 350' X 400', approx. 40' 230kV bus height, tallest steel structure 75', surrounded by 8' chain link fence, no parking, gravel surface, minimal downward facing safety lighting, located within the project footprint.

Beaver Creek Wind Project

Stillwater County, Montana

Legend

- BC 2: 32 Turbines
- BC 3: 27 Turbines
- BC 4: 29 Turbines
- Turbines
- Substation Options
- Interconnection
- Transmission Line Options



North

Scale: 1:24,000

Original drawing's date:
Revised: September 11, 2023
Map derived from 7.5 minute
USGS Quadrangle Maps

WILSON ENGINEERING & SURVEYING, INC. ENGINEERS, ARCHITECTS, PLANNERS & ENVIRONMENTAL SCIENTISTS
1000 N. UNIVERSITY AVENUE, SUITE 100, BOZEMAN, MONTANA 59717
PH: (406) 552-1111 FAX: (406) 552-1112
WWW.WILSONENGINEERING.COM

EXHIBIT D

Form of Seller Guaranty

Guaranty (MIPA)

THIS GUARANTY (this “**Guaranty**”), dated as of [•], 2023, is made by Caithness Energy, L.L.C., a Delaware limited liability company (“**Guarantor**”), to and in favor of Puget Sound Energy, Inc., a Washington corporation (“**Purchaser**”). Purchaser and Guarantor are referred to herein individually as a “**Party**” and together as “**Parties.**”

WHEREAS, Purchaser and Caithness Beaver Creek, LLC, a Delaware limited liability company (the “**Seller**”), have entered into that certain Membership Interest Purchase Agreement regarding the membership interests in Caithness Montana Wind, LLC (the “**Company**”) dated as of [•], 2023 (as amended, restated or replaced from time to time, the “**Guaranteed Agreement**”); and

WHEREAS, Guarantor will derive substantial direct and indirect economic and other benefits from the transactions contemplated by the Guaranteed Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. ADDITIONAL DEFINITIONS.

Capitalized terms used and not defined herein shall have the meanings set forth in the Guaranteed Agreement. In addition, as used herein, the following terms shall have the meanings indicated:

“**Beneficiary**” shall mean Purchaser or any permitted assignee thereof under the Guaranteed Agreement, as applicable.

“**Guaranteed Obligations**” shall mean, without duplication, and subject to Section 2.01, any and all of the payment obligations of Seller under the Guaranteed Agreement.

“**Termination Date**” shall mean the earlier of (a) the date upon which all of the Guaranteed Obligations have been fulfilled and (b) exactly eighteen (18) months from the Closing Date.

ARTICLE 2. GUARANTY OF PAYMENT.

Section 2.01 Guaranty.

(a) Subject to the terms and conditions set forth in this Section 2.01, Guarantor hereby irrevocably, unconditionally and absolutely guarantees (as primary obligor and not merely as surety), to and for the benefit of Beneficiary, the payment when due of the Guaranteed Obligations, all in accordance with the terms of the Guaranteed Agreement.

(b) If Seller fails to fulfill any Guaranteed Obligations, then Guarantor will pay such Guaranteed Obligations (i) within five (5) Business Days of Beneficiary’s written demand therefor or (ii) immediately if Seller or Guarantor should at any time (A) become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy or any insolvency

or reorganization proceedings shall be filed or commenced by, against or in respect of Seller or Guarantor or (B) liquidate, dissolve, wind up its affairs or cease doing business, or contest, cancel or otherwise terminate the obligations under this Guaranty.

(c) Guarantor shall not, under this Guaranty or any of its provisions, have any greater obligations or liability than Seller under the Guaranteed Agreement, and the limitations and exclusions of obligations and liability included in the Guaranteed Agreement shall equally limit and exclude liability and obligations of Guarantor under this Guaranty. Guarantor's liability hereunder is expressly subject to all limitations on Seller's liability under the Guaranteed Agreement.

(d) All payments made under this Guaranty shall be made without defense or reduction, whether by set-off, payment in escrow, counterclaim or otherwise, except to the extent that Seller could assert the same had such claim been made directly against Seller under the Guaranteed Agreement, including the defense of discharge by performance or payment (other than defenses set forth in Section 2.02).

Section 2.02 Continuing Guaranty.

Guarantor agrees that this Guaranty is a guaranty of payment and not of collection and that its obligations under this Guaranty shall be primary, absolute and unconditional, shall remain in force until the Termination Date, and shall not be released or discharged for any reason whatsoever prior to the Termination Date, including, without limitation:

(a) the genuineness, validity or enforceability of this Guaranty, the Guaranteed Agreement or any other agreement, document or instrument related to the transactions contemplated hereby or thereby (including, without limitation, any amendment extending the manner, place or terms of payment, renewal or alteration of the Guaranteed Obligations);

(b) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, adjustment, composition, liquidation or similar proceeding affecting Seller or Guarantor;

(c) any merger or consolidation of Seller or Guarantor into or with any other Person, or any sale, lease or transfer of substantially all of the assets of Seller or Guarantor to any other Person;

(d) any sale, transfer or other disposition by Guarantor of any direct or indirect interest it may have in Seller;

(e) the extension of time for payment of any Guaranteed Obligation or the amendment, extension or renewal of the Guaranteed Agreement or any Guaranteed Obligation;

(f) any delay or failure by Beneficiary to enforce or exercise any right or remedy under the Guaranteed Agreement, or waiver by Beneficiary of any such right or remedy;

(g) the absence of any notice to, or knowledge by, Guarantor of the existence or occurrence of any of the matters or events set forth in the foregoing subdivisions (a) through

(f); or the permitted assignment of any right, title or interest of Beneficiary in accordance with the terms of this Guaranty.

Section 2.03 Nature of Guaranty.

Beneficiary may commence and prosecute a separate action against Guarantor or any other guarantor of the Guaranteed Obligations whether or not any action is brought or prosecuted against Seller or any of such other guarantors or whether Seller or any other such guarantor is joined in any such action. In the event that separate actions are brought against Guarantor and Seller relating to the Guaranteed Obligations, Guarantor may cause such actions to be consolidated. In the event that an action is brought against Guarantor, but not Seller, relating to the Guaranteed Obligations, Seller may be made a party to such action. In the event that an action is brought against Seller, but not Guarantor, relating to the Guaranteed Obligations, Guarantor may be made a party to such action.

Section 2.04 Waivers; No Subrogation.

(a) Guarantor hereby unconditionally waives (i) any requirement, and any right to require, that any right, remedy or power be exercised or any action be taken (other than the delivery of any written notice that may be required pursuant to the terms of the Guaranteed Agreement) against Seller or any other guarantor or any collateral for the Guaranteed Obligations, (ii) any change in the financial condition of or any bankruptcy, insolvency, reorganization, dissolution, sale of assets, arrangement, adjustment, composition, liquidation or similar event of either Seller or Guarantor that might constitute a defense to any payment required under the Guaranteed Agreement or hereunder, (iii) notice of the acceptance of this Guaranty, (iv) demand or presentment for payment to Seller (other than delivery of any written notice that may be required pursuant to the terms of the Guaranteed Agreement and other than the five (5) Business Days for the Guarantor to make payment or reimbursement after the Guarantor's receipt of the written demand for the same referred to in Section 2.01(b)) or the making of any protest, (v) notice of the payment amount of the Guaranteed Obligations outstanding at any time, (vi) notice of failure to perform on the part of Seller, (vii) notice of any amendment, modification or waiver of or under the Guaranteed Agreement, (viii) all other notices or demands not specified hereunder or under the Guaranteed Agreement, and (ix) except as otherwise expressly provided in this Guaranty, any event, occurrence, defense, contingency or other circumstance which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

(b) Until all of the Guaranteed Obligations have been fully satisfied: (i) Guarantor waives all rights it may have at law or in equity, including any right of subrogation, contribution, indemnification or any other form of reimbursement from Seller or any other guarantor of, or any other Person now or hereafter primarily or secondarily liable for, any of the Guaranteed Obligations for any disbursement made by Guarantor under or in connection with this Guaranty; and (ii) Guarantor waives any benefit of, and any right to participate in, any real or personal property, now or hereafter held by Beneficiary, for the Guaranteed Obligations.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES.**

Guarantor represents and warrants that as of the date hereof:

(a) it is a company duly organized and existing under the laws of Delaware and has the power, authority and capacity to enter into this Guaranty and to perform its obligations hereunder;

(b) this Guaranty has been duly authorized, executed and delivered by Guarantor and is a valid and binding obligation of Guarantor enforceable in accordance with its terms, except as limited by (i) bankruptcy, insolvency, reorganization, moratorium and other similar laws of general applicability affecting the rights and remedies of creditors and (ii) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law);

(c) no declaration, filing or registration with, or notice to, or license, permit, certificate, registration, authorization, consent or approval of or from, any Governmental Authority is necessary or required for the consummation by Guarantor of the transactions contemplated by this Guaranty (other than those which have already been obtained); and

(d) the entering into of this Guaranty and the performance by Guarantor of its obligations hereunder does not and will not contravene, breach or result in any default under (i) the organizational documents of Guarantor or under any law applicable to Guarantor or (ii) any material bond, debenture, note, mortgage, indenture, agreement, lease or other instrument to which Guarantor is a party.

**ARTICLE 4.
MISCELLANEOUS**

Section 4.01 Notices.

All notices, requests, demands and other communications under this Guaranty must be in writing, by physical (including by mail or courier) or electronic mail delivery to the appropriate address or number as set forth below. Notices will be effective and deemed to have been given when (a) personally delivered or emailed (with hard copy to follow) or sent by reputable overnight express courier (charges prepaid) or (b) five (5) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change is effective until it is actually received by the Party sought to be charged with its contents.

If to Guarantor:

Caithness Beaver Creek, LLC
c/o Caithness Services LLC
960 Holmdel Road, BLDG II
Holmdel, New Jersey 07733
Telephone: [REDACTED]
Attn: Ross D. Ain, President

Active 105025484.7

Email: [REDACTED]

With a copy to:

c/o Caithness Services LLC
960 Holmdel Road, BLDG II
Holmdel, New Jersey 07733
Telephone: (212) 782-0549
Attn: Gail Conboy, Paralegal

With copy to:

McDermott Will & Emery LLP
2049 Century Park E, Suite 3200
Los Angeles, CA 90067-3206
Attention: Ed Zaelke
Email: ezaelke@mwe.com

If to Beneficiary:

Puget Sound Energy, Inc.
355, 110th Avenue Northeast
Bellevue, WA 98004
Attention: General Counsel
Email: lorna.luebbe@pse.com

With copy to:

Baker Botts, L.L.P.
30 Rockefeller Plaza
New York, NY 10112
Attention: Michael Didriksen
Email: Michael.Didriksen@bakerbotts.com

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 4.01 are effective upon delivery.

Section 4.02 Amendments, Etc.

No amendment or waiver of any provision of this Guaranty shall be effective unless the same shall be in writing and signed by Guarantor and Beneficiary and such waiver shall be effective only in the specific instance and for the specific purpose for which given.

Section 4.03 Severability.

If any provision of this Guaranty is held to be illegal, invalid or unenforceable under any present or future Law, and if the invalid or unenforceable provision does not to go the essential purposes of this Guaranty and the rights or obligations of any Party hereto under this Guaranty will not be

Active 105025484.7

materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

Section 4.04 Remedies Cumulative, Etc.

Each right, power and remedy of Beneficiary provided in this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or partial exercise by Beneficiary of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Beneficiary of all such other rights, powers or remedies, and no failure or delay on the part of Beneficiary to exercise any such right, power or remedy shall operate as a waiver thereof.

Section 4.05 Termination; Reinstatement.

This Guaranty shall terminate on the Termination Date; provided, however, that this Guaranty shall continue to be effective or be reinstated, as the case may be (i) if at any time any amount received by Beneficiary in respect of the Guaranteed Obligations is rescinded or must otherwise be restored or returned by Beneficiary upon the insolvency, bankruptcy or reorganization of Seller, Guarantor or Beneficiary or upon the appointment of any intervenor or conservator of, or trustee or similar official for Seller, Guarantor or Beneficiary or any substantial part of its assets, or otherwise, all as though such payments had not been made, or (ii) with respect to any claims in respect of the Guaranteed Obligations that have been made in writing by Beneficiary prior to the Termination Date. Upon termination of this Guaranty, Beneficiary shall, upon written request by Guarantor with respect to a termination hereunder in accordance with the terms of this Guaranty and contemporaneously upon Beneficiary's receipt of payment of the Guaranteed Obligations, deliver to Guarantor a full release of this Guaranty in form and substance acceptable to Guarantor.

Section 4.06 Binding Effect and Benefit; Assignment.

This Guaranty shall bind Guarantor and shall inure to the benefit of Beneficiary and its successors and permitted assigns. Guarantor may not assign this Guaranty to any other Person without Beneficiary's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Beneficiary may not assign this Guaranty to any other Person except in connection with, and together with, a permitted assignment of the Guaranteed Agreement in accordance with the terms of the Guaranteed Agreement (in which event this Guaranty will be deemed assigned to the benefit of such permitted assignee upon and only to the extent of such permitted assignment) or upon the prior written consent of Guarantor, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment not in conformity with this Guaranty shall be null and void. No assignment or transfer of this Guaranty shall operate to extinguish or diminish the liability of Guarantor hereunder.

Section 4.07 Counterparts and Facsimile Signatures.

This Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. The facsimile or .pdf signatures of the Parties shall be deemed to constitute original signatures, and facsimile or .pdf copies hereof shall be deemed to constitute duplicate originals.

Section 4.08 GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN KING COUNTY, WASHINGTON WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS GUARANTY, AND EACH PARTY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH DISPUTE OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

(b) THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS GUARANTY CONTEMPLATED HEREBY BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY MATTER ARISING HEREUNDER. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY MATTER ARISING HEREUNDER IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

Section 4.09 Entire Agreement.

The terms and conditions set forth in this Guaranty constitute the complete and exclusive statement of the agreement between Beneficiary and Guarantor relating to the subject matter of this Guaranty superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties intend that this Guaranty constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitral proceeding, if any, involving this Guaranty.

Section 4.10 Headings and Titles.

The headings and titles used in this Guaranty shall not be deemed a part thereof or be taken into consideration in the interpretation or construction of this Guaranty.

Section 4.11 Attorneys' Fees.

In any arbitration or litigation to enforce the provisions of this Guaranty, the prevailing Party in such action shall be entitled to the recovery of its reasonable legal fees and expenses (including reasonable attorneys' fees and legal costs), fees of the arbitrator, and costs and expenses such as expert witness fees, without necessity of noticed motion. In addition, Guarantor shall pay to Beneficiary the amount of any and all reasonable expenses, including the reasonable fees and expenses of its legal counsel, which Beneficiary may incur in connection with the exercise or enforcement of any of the rights of Beneficiary hereunder.

Section 4.12 Further Assurances.

Guarantor agrees, upon the written request of Beneficiary, to execute and deliver to Beneficiary, from time to time, any additional instruments or documents necessary or advisable, in the reasonable and good faith opinion of Beneficiary, to cause this Guaranty to be, become or remain valid and effective in accordance with its terms.

Section 4.13 Currency.

Guarantor agrees that payments hereunder on account of the Guaranteed Obligations shall be made in U.S. Dollars.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, Guarantor and Purchaser have caused this Guaranty to be duly executed by their authorized representatives as of the date first written above.

“GUARANTOR”

CAITHNESS ENERGY, L.L.C.,
a Delaware limited liability company

By: _____

Name:

Title:

“PURCHASER”

PUGET SOUND ENERGY, INC.,
a Washington corporation

By: _____

Name:

Title:

EXHIBIT E

Form of BPA Transmission Letter Agreement

EXHIBIT E

Form of BPA Transmission Letter Agreement

This BPA Transmission Letter Agreement (“Letter Agreement”), dated as of [•], 2023 (the “Effective Date”) is made and entered into by and between Caithness Energy, L.L.C, a Delaware limited liability company (the “Caithness”) and Puget Sound Energy, Inc., a Washington corporation (“PSE”) (Caithness and PSE are referred to herein, collectively, as the “Parties” and each individually, as a “Party”). Capitalized terms used but not defined herein have the meanings set forth for such terms in that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and between Caithness Beaver Creek, LLC, a Delaware limited liability company and subsidiary of Caithness (“CBC”) and PSE (the “MIPA”).

WHEREAS, (i) Caithness has previously entered into that certain Environmental Study Agreement (the “BPA ESA”), dated as of May 8, 2023, with the United States of America Department of Energy, acting by and through the Bonneville Power Association (the “BPA”) and (ii) Caithness has previously submitted that certain 100MW point-to-point “Transmission Service Request” with the BPA (AREF No. 83010046) and obtained an associated Open Access Same-Time Information System que position in respect thereof (collectively, the “Transmission Service Request”).

WHEREAS, it is a condition to Closing under the MIPA that Caithness and PSE enter into this Letter Agreement to memorialize (i) the cooperation of Caithness and PSE as it pertains to Caithness’s continuing obligations under the BPA ESA as required to cause the confirmation of the Transmission Service Request and associated reservation issued thereunder by the BPA and the subsequent tender by the BPA of a transmission service agreement, revised Exhibit table(s) or other similar agreement in respect thereof (collectively, the “Transmission Service Agreement”), and (ii) upon the confirmation of the Transmission Service Request and associated reservation, and tender of the Transmission Service Agreement, the assignment by Caithness to PSE of the confirmed Transmission Service Request and associated reservation in accordance with Section 23 of the Open Access Transmission Tariff (“OATT”) and the Transfer of Transmission Service Business Practice, published by the BPA on August 10, 2022 (the “TTS Business Practice”), attached as Exhibit A and Exhibit B respectively.

NOW THEREFORE, effective as of the Effective Date, and in exchange for the consideration delivered, or to be delivered by Buyer to CBC under the MIPA, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. BPA ESA Cooperation. Prior to the confirmation by the BPA of the Transmission Service Request and associated reservation, and subsequent tender by the BPA of the Transmission Service Agreement, Caithness and PSE hereby agree to cooperate in good faith and use commercially reasonable efforts to cause Caithness to comply with the terms of the BPA ESA and cause the BPA to tender the Transmission Service Agreement. Without limiting the generality of the foregoing, Caithness agrees (i) not to withdraw the Transmission Service Request, (ii) not to terminate the BPA ESA, (iii) to promptly furnish to PSE any material correspondence and other information received from the BPA or other third-parties concerning the BPA ESA, (iv) to make applicable representatives available to discuss with representatives of PSE the status of the BPA ESA and, to the extent feasible, include representatives from PSE in discussions with the BPA regarding the BPA ESA and (v) to comply with all of its obligations under the BPA ESA; *provided*, that (x) on or prior to the Effective Date, PSE has reimbursed Caithness in the amount of \$1,161,699 for expenses incurred by Caithness under the Transmission Service Request and (y) PSE further agrees to fund any payments required to be made by Caithness to BPA in connection with the Transmission Service Request, including without limitation any payments required to be made under Section 4

of the BPA ESA by Caithness, after the date hereof, excluding any amounts required to be paid by Caithness as a result of its default under the BPA ESA (each a “PSE Payment”). Caithness further agrees that with respect to any payment under the BPA ESA required to be funded by PSE pursuant to this Section 1(y), Caithness shall give PSE written notice of such payment not less than ten (10) Business Days prior to the date that such payment is due, such written notice to include (i) the amount of such payment, (ii) all supporting documentation evidencing the requirement for Caithness to make such payment, (iii) the date that such payment is due under the BPA ESA, (iv) an attestation from Caithness that no defaults exist under the BPA ESA, and (v) wire or other payment information designating the appropriate method of payment and point of receipt for such payment. In the event that Caithness properly notifies PSE of a payment required to be funded by it in accordance with this Section 1(y), and PSE fails to make such payment (a “PSE Payment Failure”), PSE shall indemnify Caithness from and against any interest on such unpaid amount and any other costs incurred by Caithness under the BPA ESA resulting therefrom, and shall promptly reimburse Caithness for any such interest or other costs. In addition, if PSE fails to make such payment on the due date of such payment under the BPA ESA, then Caithness shall promptly, and in any event within ten (10) Business Days of such missed payment, send written notice to PSE of such missed payment (a “Late Notice”). If PSE subsequently fails to make such payment within thirty (30) days of receipt of a Late Notice, Caithness shall then have the right to terminate this Letter Agreement with no further liability hereunder.

2. Failure of Caithness to Comply with BPA Requirements. In the event that Caithness fails to comply with the terms and conditions of the BPA ESA (other than as the result of a PSE Payment Failure), or the requirements of the OATT, or take such other actions reasonably required of Caithness to obtain the Transmission Service Request and associated reservation, such that the Transmission Service Request is denied or not granted in full by the BPA, then in addition to any rights that PSE may have in law or in equity, Caithness agrees to promptly, and in any event within five (5) business days after the Transmission Service Request is denied, refund to PSE the full amount of (i) any PSE Payments made by PSE as of the date thereof and (ii) any amounts previously reimbursed by PSE under the MIPA in respect of payments required to be made under the BPA ESA. The forgoing shall be the sole remedy of PSE in the event of any such failure by Caithness.
3. Assignment of the Transmission Service Request. Upon the confirmation by the BPA of the Transmission Service Request and associated reservation, and the tender by BPA of the Transmission Service Agreement, Caithness shall promptly provide written notice to PSE of such confirmation and associated reservation. Thereafter, to the extent that PSE responds to such written notice in writing (email to suffice) stating affirmatively that it wishes to proceed with the assignment of the confirmed Transmission Service Request and associated reservation, in the following order of events, and at all times in accordance with the terms and conditions of the OATT and TTS Business Practice, (i) PSE shall inform Caithness of the date on which the transfer of the confirmed Transmission Service Request is to occur (the “Transfer Date”), (ii) PSE shall submit a transmission service request (the “Transfer TSR”) to BPA on the Open Access Same-Time Information System (“OASIS”) to initiate the transfer to PSE from Caithness of the confirmed Transmission Service Request, and such Transfer TSR shall be submitted at least sixty (60) days prior to the Transfer Date, (iii) Caithness shall confirm the terms of, and acknowledge the Transfer TSR on OASIS, (iv) Caithness will acknowledge the Transfer TSR on OASIS, and (v) Caithness and BPA will countersign and return the Exhibit tables tendered by BPA no later than the close of business on the 15th calendar day after the date of such tender. In addition to the foregoing, Caithness and PSE agree to take any such additional actions as may be required by the BPA, the OATT or TTS Business Practice to cause the transfer of the confirmed Transmission Service Request to PSE. Notwithstanding the foregoing, at any time prior to the approval by the BPA of the Transfer TSR and thereby the transfer of the Transmission Service Agreement from Caithness

to PSE, PSE may elect to withdraw the Transfer TSR. In the event that PSE withdraws the Transfer TSR, it shall promptly, but in any event within five (5) business days, provide written notice of such withdrawal to Caithness, and Caithness shall be released from any further obligations under this Agreement and may, in its sole discretion, withdraw its Transmission Service Request and terminate the BPA ESA and any other agreements related thereto (the “BPA Agreements”), effective as of the date of withdrawal of the Transfer TSR. In the event PSE withdraws the Transfer TSR pursuant to this Section 3, it shall indemnify and hold harmless Caithness for any costs and expenses due and payable by Caithness to the BPA or that subsequently become due and payable by Caithness to the BPA in connection with the Transmission Service Request or the BPA Agreements, including, without limitation, any costs that become due and payable to the BPA in connection with Caithness’s withdrawal of the Transmission Service Request and termination of the BPA Agreements. The Parties agree that the indemnity set out in this Section 3 shall survive termination of this Letter Agreement.

4. Amendment. Except as otherwise expressly provided herein, any amendment to this Letter Agreement shall become effective only upon the execution of a written instrument approving such amendment by each of the Parties.
5. Governing Law. This Letter Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of laws thereof.
6. Entire Agreement. This Letter Agreement and the Assignment Agreement supersede all prior discussions and agreements between the Parties with respect to the subject matter contained herein and therein, and there are no agreements, understandings, representations or warranties between the Parties with respect to the subject matter hereof other than those set forth herein.
7. Electronic Signature; Counterparts. This Letter Agreement may be executed by electronic signature in any number of counterparts and delivered by electronic means, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
8. Severability. If any part of this Letter Agreement is held invalid by a court decision, statute, rule, or otherwise, the remainder of this Letter Agreement will not be affected thereby, and the court or other tribunal making such determination is authorized and instructed to modify this Letter Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
9. Further Assurances. At any time or from time to time, each Party will, upon the reasonable request of another Party, execute and deliver any further instruments or documents as may reasonably be required, to fulfill and implement the transactions contemplated by this Letter Agreement.
10. Specific Performance. The Parties agree that no adequate remedy at law exists for a breach or threatened breach of any of the provisions of this Letter Agreement, the continuation of which unremedied will cause the aggrieved Party to suffer irreparable harm. Accordingly, the Parties agree that the Parties shall be entitled, in addition to other remedies that may be available to them, to immediate injunctive relief from any breach or threatened breach of any of the provisions of this Letter Agreement and to specific performance of their rights hereunder, as well as to any other remedies available at law or in equity. This right of specific enforcement is an integral part of the transactions contemplated by this Letter Agreement and without that right, the Parties would not have entered into this Letter Agreement. The Parties agree that they will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the opposing Party

has an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity. The Parties shall not be required to provide any bond or other security in connection with any such order or injunction. The Parties also agree that the seeking of any remedies under this Section 10 shall not in any way constitute a waiver of any right to seek any other form of relief that may be available under this Letter Agreement.

11. Termination. The Parties agree that the rights, privileges and benefits granted to the Parties under this Letter Agreement shall remain valid and binding, unless terminated by Caithness in accordance with Section 1, until the assignment to PSE by Caithness of the Transmission Service Agreement.

Please indicate your acknowledgment and agreement to the terms of this Letter Agreement by signing and returning a copy of this Letter Agreement to the undersigned.

[signature page follows]

Sincerely,

Puget Sound Energy, Inc.

By: _____

Name:

Title:

Accepted and agreed as of
[•], 2023:

Caithness Energy, L.L.C.

By: _____

Name:

Title:

EXHIBIT A – OATT

(See attached)

**BONNEVILLE POWER ADMINISTRATION
TRANSMISSION SERVICES**

OPEN ACCESS TRANSMISSION TARIFF

capacity provided at Primary and Secondary Points of Receipt for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Receipt in such Service Agreement for such segment; and (ii) the sum of the capacity provided at Primary and Secondary Points of Delivery for Transmission Service under a Service Agreement on any segment shall not exceed the firm capacity reservation at Primary Points of Delivery in such Service Agreement for such segment.

22.2 Modification On a Firm Basis:

Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 17 hereof, except that such Transmission Customer shall not be obligated to pay any additional deposit if the capacity reservation does not exceed the amount reserved in the existing Service Agreement. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Service Agreement.

23 Sale or Assignment of Transmission Service

23.1 Procedures for Assignment or Transfer of Service:

- (a) A Transmission Customer may sell, assign, or transfer all or a portion of its rights under its Service Agreement, but only to another Eligible Customer (the Assignee). The Transmission Customer that sells, assigns or transfers its rights under its Service Agreement is hereafter referred to as the Reseller. Compensation to Resellers shall be at rates established by agreement between the Reseller and the Assignee.

- (b) If the Assignee does not request any change in the Point(s) of Receipt or the Point(s) of Delivery, or a change in any other term or condition set forth in the original Service Agreement, the Assignee will receive the same services as did the Reseller and the priority of service for the Assignee will be the same as that of the Reseller. The Assignee will be subject to all terms and conditions of this Tariff. If the Assignee requests a change in service, the reservation priority of service will be determined by the Transmission Provider pursuant to Section 13.2.

23.2 Limitations on Assignment or Transfer of Service:

If the Assignee requests a change in the Point(s) of Receipt or Point(s) of Delivery, or a change in any other specifications set forth in the original Service Agreement, the Transmission Provider will consent to such change subject to the provisions of the Tariff, provided that the change will not impair the operation and reliability of the Transmission Provider's generation, transmission, or distribution systems. The Assignee shall compensate the Transmission Provider for performing any System Impact Study needed to evaluate the capability of the Transmission System to accommodate the proposed change and any additional costs resulting from such change. The Reseller shall remain liable for the performance of all obligations under the Service Agreement, except as specifically agreed to by the Transmission Provider and the Reseller through an amendment to the Service Agreement.

23.3 Information on Assignment or Transfer of Service:

In accordance with Section 4, all sales or assignments of capacity must be conducted through or otherwise posted on the Transmission Provider's OASIS on or before the date the reassigned service commences and are subject to Section 23.1. Resellers

may also use the Transmission Provider's OASIS to post transmission capacity available for resale.

24 Metering and Power Factor Correction at Receipt and Delivery Point(s)

24.1 Transmission Customer Obligations:

Unless otherwise agreed, the Transmission Customer shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the capacity and energy being transmitted under Part II of the Tariff and to communicate the information to the Transmission Provider. Such equipment shall remain the property of the Transmission Customer.

24.2 Transmission Provider Access to Metering Data:

The Transmission Provider shall have access to metering data, which may reasonably be required to facilitate measurements and billing under the Service Agreement.

24.3 Power Factor:

Unless otherwise agreed, the Transmission Customer is required to maintain a power factor within the same range as the Transmission Provider pursuant to Good Utility Practices. The power factor requirements are specified in the Service Agreement where applicable.

25 Compensation for Transmission Service

Rates for Firm and Non-Firm Point-To-Point Transmission Service are provided in the Schedules appended to the Tariff: Firm Point-To-Point Transmission Service (Schedule 7); and Non-Firm Point-To-Point Transmission Service (Schedule 8). The Transmission Provider shall use Part II of the Tariff to make its Third-Party Sales. The

EXHIBIT B – TTS BUSINESS PRACTICE

(See attached)

Transfer of Transmission Service

BPA Transmission Business Practice

Version 4

8/10/2022

Transfer of Transmission Service

Version 4

This business practice describes the criteria and requirements for completing a Transfer of Transmission Service (Transfer) on OASIS.

BPA Policy Reference

- [Open Access Transmission Tariff \(OATT\)](#): Section 23

For more information, visit the [BPA Transmission Business Practices webpage](#) or submit questions to techforum@bpa.gov.

Table of Contents

A. General Criteria.....	1
B. Assignee Transfer TSR.....	2
C. Reseller Acceptance of Transfer TSR.....	2
D. Contract Process.....	3
E. BPA Approval/Disapproval of Transfer TSR.....	3

A. General Criteria

1. A Customer (Reseller) with a CONFIRMED reservation (see Section A.2 for eligible service types) may transfer all (full MW and full term) or a portion (partial MW and/or partial term) of its reservation to another Customer (Assignee).
2. The following PTP Service types are eligible for transfer:
 - a. Long-Term Firm Point-to-Point Yearly (LTF-YEARLY PTP).
 - b. Long-Term Conditional Firm Point-to-Point Yearly (LTF-YEARLY PTP).
 - c. Short-Term Firm Point to Point Monthly (STF-MONTHLY PTP).
 - d. Non-Firm Point to Point Monthly (NF-MONTHLY PTP).
3. For full transfers, all actions that decrement the Reseller's CONFIRMED TSR, such as Resales and Redirects, will be transferred to the Assignee's TSR.
4. For partial transfers, all actions that decrement the Reseller's CONFIRMED TSR, such as Resales and Redirects, will remain with the Reseller's CONFIRMED TSR.
5. A Request Type of RESALE (an assignment of scheduling rights only) may not be transferred.
6. A Request Type of CONSOLIDATION may not be transferred.

7. Once the Assignee's TSR (full or partial transfer) is CONFIRMED on OASIS all rights and obligations will be transferred from the Reseller to the Assignee, which will then be subject to the same terms and conditions of the BPA OATT, Rate Schedules, and business practices.
8. For the management of Conditional Firm Service, including transfer of such service, BPA utilizes the OATI webTrans Conditional Curtailment Option (CCO) Module.
 - a. The CCO Module will automatically transfer to the Assignee's TSR in OATI webTrans for Bridge/Reassessment and Number of Hours/System Conditions (refer to the Conditional Firm Service Business Practice for additional CFS information).
 - b. The Number of Hours curtailed up to the date of transfer will also be transferred to the Assignee's TSR. Number of Hours curtailment is tracked yearly starting with the Service Commencement Date of the Reseller's CONFIRMED TSR.

B. Assignee Transfer TSR

1. The Assignee must submit a TSR on OASIS to initiate a transfer (Transfer TSR) (refer to the [PTP TSR User Guide](#) for submittal instructions).
2. The Transfer TSR must be submitted at least 60 Calendar Days in advance of the transfer date or at least 60 Calendar Days in advance of the Service Commencement Date of the reservation agreed upon by both parties.
 - a. BPA will consider Transfer TSRs submitted less than 60 Calendar Days in advance, if feasible.
3. For a full transfer, the Start and Stop Time of the Transfer TSR must match the Start and Stop Time of the Reseller's reservation.
4. For a partial transfer, the Start Time of the Transfer TSR must be the same as or after the Start Time of the Reseller's reservation, and the Stop Time of the Transfer TSR must be the same as or before the Stop Time of the Reseller's reservation.
5. The MW amount of the Transfer TSR must be equal to or less than the MW amount of the Reseller's reservation.
6. If the Assignee does not want to complete the transfer from the Reseller, the Assignee will have the opportunity to change the OASIS status of the Transfer TSR to WITHDRAWN prior to BPA approval as described in Section E.

C. Reseller Acceptance of Transfer TSR

1. To accept the transfer, the Reseller must acknowledge the Transfer TSR on OASIS. The [PTP TSR User Guide](#) includes instructions for acknowledging a Transfer TSR.
2. If the Reseller chooses not to complete the transfer to the Assignee, the Reseller can update the status of the Assignee's Transfer TSR to INVALID, REFUSED or DECLINED.

D. Contract Process

1. BPA will tender a signed Service Agreement, Exhibit Table (Table) to the Assignee, and a revised Table to the Reseller to reflect the transfer.
2. The Assignee and Reseller must countersign and return the Tables to BPA no later than the Close of Business (COB) on the 15th Calendar Day from the Date of Tender.
3. If both the Assignee and the Reseller execute and return the Table(s) within the specified timeframe, BPA will take the OASIS actions in Section E.

E. BPA Approval/Disapproval of Transfer TSR

1. BPA will APPROVE the Transfer TSR after executed Tables have been received.
 - a. The FULL_TRANSFER TSR automatically updates to CONFIRMED and the Reseller's reservation now shows as the Assignee's reservation.
 - b. The PART_TRANSFER TSR automatically updates to CONFIRMED.
2. BPA will DISAPPROVE the Transfer TSR if executed Tables are not received.
 - a. The Assignee's Transfer TSR will receive no further consideration.
 - b. The Reseller's reservation will remain unchanged.

EXHIBIT F

Form of Wind Data License

EXHIBIT F

Form of Wind Data License

This WIND DATA LICENSE (this “Agreement”), dated as of [•], 2023, is entered into by and between Caithness Beaver Creek, LLC, a Delaware limited liability Company (“Licensor”), in favor of and for the benefit of PUGET SOUND ENERGY, INC., a corporation organized under the laws of the State of Washington (“Licensee”). Licensor and Licensee are each individually referred to herein as a “Party” and collectively are referred to herein as the “Parties”. All capitalized terms used this Agreement and not defined herein shall have the meanings given to such terms in that certain Membership Interest Purchase Agreement, dated as of the date hereof, between Licensor and Licensee (the “MIPA”).

Licensor has, on or prior to the date of this Agreement, either directly or through its Affiliates, provided Licensee copies of the Wind Data (as defined in the MIPA), as specifically listed on Appendix 1.

This Agreement is being delivered pursuant to Section 7.1(k) of the MIPA.

Terms and Conditions

1. License; Permitted Purpose.

(a) Effective as of the date hereof, and as part of the conveyances required to be made at the Closing of the Transaction contemplated by the MIPA, Licensor hereby grants to Licensee a, transferrable, perpetual, irrevocable, fully-paid, royalty-free, sublicensable license to use, copy and create derivative works of the Wind Data for the Permitted Purpose (the “License”).

(b) Subject to the transferability limitations set forth in Section 3, Licensee shall have the right to use, copy and create derivative works of the Wind Data solely in connection with the development, construction, ownership and operation of the Project or any Subsequent Project (the “Permitted Purpose”).

(c) The rights hereby granted are non-exclusive and (subject to Section 2 of this Agreement) are granted only to the extent that Licensor has the right and authority to grant such rights. No rights are granted by Licensor to Licensee other than as provided for in accordance with this Agreement.

2. Representations and Warranties. No warranties or representations are made by Licensor in respect of the Wind Data, except as expressly set forth in the MIPA.

3. Assignability.

(a) Licensee shall have the right to assign, transfer or sub-license the License to an Affiliate of Licensee without the prior written consent of Licensor.

(b) The License may only be assigned, transferred or sub-licensed to a third party with the prior written consent of Licensor (in its sole discretion); *provided*, that such License may be assigned, transferred or sub-licensed to a third party without the prior written consent of Licensor in connection with the transfer or assignment of the Project or any Subsequent Project in its entirety to such third party; *provided, further* that if the License is assigned, transferred or sub-licensed to a third party as a result of the transfer or assignment of the Project or any Subsequent Project in accordance with the immediately preceding proviso, such assignee or transferee shall be permitted to use, copy and create derivative works of the Wind Data solely in connection with the development, construction, ownership and operation of the Project or such Subsequent Project, and for no other purpose.

(c) Notwithstanding the foregoing, Licensee may only assign or transfer the License to an Affiliate or a third party if such Affiliate or third party first executes an agreement (i) binding such Affiliate or third

party to the terms and conditions of the License under this Agreement and (ii) providing similar protection for the Confidential Information as is provided in this Agreement.

4. **Disclaimer Notices.** Licensee shall reproduce and include any copyright or other proprietary rights or disclaimer notices contained in the Wind Data on all full and partial copies of the Wind Data.

5. **Limited Representations and Recourse.**

(a) The Wind Data is supplied “as is” and “where is” without any warranty as to its efficacy, accuracy or usefulness and, to the extent permitted by law, Licensor excludes all warranties, conditions or other terms that may be express or implied whether by law, statute or otherwise, except as set forth in Section 2 of this Agreement.

(b) Except as expressly stated in this Agreement, Licensee and its Affiliates shall not have the benefit of any condition, warranty or other term whatsoever, either express or implied, including any condition, warranty or other term as to merchantability, satisfactory quality, fitness for a particular purpose, title guarantee or use of reasonable care and skill. Licensor assumes no responsibility to correct, update or supplement the Wind Data after the date of its delivery.

(c) Licensor shall not be liable in contract, tort or any other theory of liability, for any loss or damage, howsoever arising in connection with the Wind Data or this Agreement, other than as set forth in Section 2 of this Agreement, and in any event the liability of Licensor hereunder shall be expressly subject to the limitations and exclusions set forth in Section 10.1 of the MIPA.

(d) Licensee acknowledges and agrees that it shall have no rights against, and hereby expressly waives, any and all claims that it may have now or hereafter against Licensor in respect of the Wind Data, except as set forth in Section 2.

6. **Confidentiality.**

(a) Licensee hereby acknowledges and agrees that the Wind Data constitutes Confidential Information of the Licensor under Section 9.3 of the MIPA, and that the provisions set forth therein shall apply to this Agreement, *mutatis mutandis*, as if set forth originally herein.

7. **Amendments.** This Agreement may only be amended, modified or supplemented by means of a written document executed by both Parties hereto.

8. **Entire Agreement.** This Agreement and the MIPA supersede all prior discussions and agreements between the Parties with respect to the License. This Agreement and the MIPA contain the sole and entire agreement between the Parties hereto with respect to the License, and there are no agreements, understandings, representations or warranties between the Parties with respect to the subject matter hereof other than those set forth herein.

9. **No Third Party Beneficiaries.** Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any Party, nor give any third Persons any right of subrogation or action against any Party.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which when taken together shall constitute one and the same instrument. The electronically reproducible signatures of the Parties (e.g., PDFs) shall be deemed to constitute original signatures, and any such executed copies hereof shall be deemed to constitute duplicate originals.

11. **Successors and Assigns.** This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

12. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the invalid or unenforceable provision does not go to the essential purposes of this Agreement and the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

13. **Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**

14. **Jurisdiction and Waiver of Jury Trial.** Section 11.9 of the MIPA is hereby incorporated by reference, *mutatis mutandis*, as if originally set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Caithness Beaver Creek, LLC

By:
Title:

Puget Sound Energy, Inc.

By:
Title:

APPENDIX 1

WIND DATA:

See attached.

Met Tower 941 / BC1			
Turbine	SubFolder / File	File Type	File Description
0941	Dec 2005-2009 10 min data 4 years	RLD	10-min wind data Dec 2005 - Dec 2009
	Dec 09-all data 10 min		
0941	Dec 2010	RLD	December 2010 Wind Data
0941	Jan 2011-Feb 2011 all hourly data	TXT	Wind data Jan 2011 thru Feb 2011
0941	May 2017 - September 2021 including ALL invalid data	TXT	Wind Data May 2017 thru September 2021
0941	Installation Document	DOC	
0941	Installation Photos	JPG	
0941	BC1 Removal	JPG	Photos
0941	NRG Calibration Reports	PDF	
Met Tower 943			
0943	May 2017 - November 2021	RLD	Wind Data May 2017 thru November 2021
0943	Installation Document	DOC	
0943	Installation Photos	JPG	
0943	NRG Calibration Reports	PDF	
Met Tower 944			
0944	May 2017 - November 2021	RLD	Wind Data May 2017 thru November 2021
0944	Installation Document	DOC	
0944	Installation Photos	JPG	
0944	NRG Calibration Reports	PDF	
Met Tower 945			
0945	April 2017 - November 2021	RLD	Wind Data April 2017 thru November 2021
0945	Installation Document	DOC	
0945	Installation Photos	JPG	
0945	NRG Calibration Reports	PDF	
Met Tower 946			
0946	May 2017 - November 2021	RLD	Wind Data May 2017 thru November 2021
0946	Installation Document	DOC	
0946	Installation Photos	JPG	
0946	NRG Calibration Reports	PDF	
Met Tower 947			
0947	May 2017 - November 2021	RLD	Wind Data May 2017 thru November 2021
0947	Installation Document	DOC	
0947	Installation Photos	JPG	
0947	NRG Calibration Reports	PDF	
Met Tower 948			
0948	May 2017 - November 2021	RLD	Wind Data May 2017 thru November 2021
0948	Installation Document	DOC	
0948	Installation Photos	JPG	
0948	NRG Calibration Reports	PDF	
Met Tower 950			
0950	May 2018 - November 2021	RLD	Wind Data May 2018 thru November 2021
0950	Install photos	JPG	
0950	Installation Document	DOC	
0950	NRG Calibration	PDF	
Met Tower 951			
0951	May 2018 - November 2021	RLD	Wind Data May 2018 thru November 2021
0951	Installation Document	DOC	
0951	Installation photos	JPG	
0951	NRG Calibration	PDF	
Met Tower 952			
0952	May 2018 - November 2021	RLD	Wind Data May 2018 thru November 2021
0952	Installation Document	DOC	
0952	Installation photos	JPG	
0952	NRG Calibration	PDF	
Met Tower 953			
0953	May 2018 - November 2021	RLD	Wind Data May 2018 thru November 2021
0953	Installation Document	DOC	
0953	Installation photos	JPG	
0953	NRG Calibration	PDF	
Met Tower 954			
0954	May 2018 - November 2021	RLD	Wind Data May 2018 thru November 2021
0954	Installation Document	DOC	
0954	Installation photos	JPG	
0954	NRG Calibration	PDF	
BC1			
BC1	01 Client Supplied	NDF	2011 Wind Data (Partial) - February, June, July, August
BC1	01 Client Supplied Parsed	NDF	2011 Wind Data - February 17, 2011
BC1	02 Nomad Export	Excel	2011 Wind Data - February, June thru August
BC1	02 Nomad Export Parsed	Excel	2011 Wind Data - February thru April
BC1	03 ODM Export	Txt	2011 Wind Data - February thru April
BC1	04 Nomad Export Parsed - Time Corrected	Txt/Excel	2011 Wind Data - February thru April
BC1	BC1 Removal	JPG	
BC2			
BC2	01 Client Supplied	NDF	2011 Wind Data (Partial) - February, April, July, August
BC2	01 Client Supplied Parsed	NDF	2011 Wind Data - February thru July
BC2	02 Nomad Export	Excel	2011 Wind Data - February, April, July thru August
BC2	02 Nomad Export Parsed	Excel	2011 Wind Data - February, March, April, June & July
BC2	03 ODM Export	Txt	2011 Wind Data - February thru June
BC2	04 Nomad Export Parsed - Time Corrected	Txt/Excel	2011 Wind Data - February thru July
BC2	BC2 Removal	JPG	
2018 Met Tower Repairs			
	2018 Met tower Repairs		Photos & Maintenance Sheets for Met Towers 941,945,946, 947,951

EXHIBIT G

Form of Meteorological Towers Wind Data License

EXHIBIT G

Form of Meteorological Towers Wind Data License

This METEOROLOGICAL TOWERS WIND DATA LICENSE (this “Agreement”), dated as of [•], 2023, is entered into by and between Puget Sound Energy, Inc., a corporation organized under the laws of the State of Washington (“Licensor”), in favor of and for the benefit of Caithness Beaver Creek, LLC, a Delaware limited liability Company (“Licensee”). Licensor and Licensee are each individually referred to herein as a “Party” and collectively are referred to herein as the “Parties”. All capitalized terms used this Agreement and not defined herein shall have the meanings given to such terms in that certain Membership Interest Purchase Agreement, dated as of the date hereof, between Licensor and Licensee (the “MIPA”).

Licensee has, in connection with the Closing of the MIPA and the Transaction Contemplated thereby, either directly or through the conveyance of the Acquired Companies, conveyed the meteorological towers to Licensor described on Appendix 1 (the “Met Towers”).

This Agreement is being delivered pursuant to Section 7.1(k) of the MIPA

Terms and Conditions

1. License; Permitted Purpose.

(a) Effective as of the date hereof, and as part of the consideration of the Closing of the Transaction contemplated by the MIPA, Licensor hereby grants to Licensee a transferrable, perpetual, irrevocable, fully-paid, royalty-free, sublicensable license to use, copy and create derivative works of the measurements of wind data collected from time to time after the date hereof by Licensor and its Affiliates from the Met Towers (the “Met Tower Wind Data”) for the Permitted Purpose (the “License”), until such date as the Met Towers are no longer maintained for use by Licensor.

(b) Subject to the transferability limitations set forth in Section 3, Licensor shall provide access to, and Licensee shall have the right to use, copy and create derivative works of the Met Tower Wind Data solely in connection with the development, construction, ownership and operation of a Subsequent Project (the “Permitted Purpose”).

(c) The rights hereby granted are non-exclusive and (subject to Section 2 of this Agreement) are granted only to the extent that Licensor has the right and authority to grant such rights. No rights are granted by Licensor to Licensee other than as provided for in accordance with this Agreement.

2. Representations and Warranties. No warranties or representations are made by Licensor in respect of the Met Towers or the Met Tower Wind Data.

3. Assignability.

(a) Licensee shall have the right to assign, transfer or sub-license the License to an Affiliate of Licensee without the prior written consent of Licensor.

(b) The License may only be assigned, transferred or sub-licensed to a third party with the prior written consent of Licensor (in its sole discretion); *provided*, that such License may be assigned, transferred or sub-licensed to a third party without the prior written consent of Licensor in connection with the transfer or assignment of a Subsequent Project in its entirety to such third party; *provided, further* that if the License is assigned, transferred or sub-licensed to a third party as a result of the transfer or assignment of a Subsequent Project in accordance with the immediately preceding proviso, such assignee or transferee shall be permitted to use, copy and create derivative works of the Met Tower Wind Data

solely in connection with the development, construction, ownership and operation of such Subsequent Project, and for no other purpose.

(c) Notwithstanding the foregoing, Licensee may only assign or transfer the License to an Affiliate or a third party if such Affiliate or third party first executes an agreement (i) binding such Affiliate or third party to the terms and conditions of the License under this Agreement and (ii) providing substantially similar protection for the Confidential Information as is provided in this Agreement.

4. Limited Representations and Recourse.

(a) The Met Tower Wind Data is supplied “as is” and “where is” without any warranty as to its efficacy, accuracy or usefulness and, to the extent permitted by law, Licensor excludes all warranties, conditions or other terms that may be express or implied whether by law, statute or otherwise.

(b) Except as expressly stated in this Agreement, Licensee and its Affiliates shall not have the benefit of any condition, warranty or other term whatsoever, either express or implied, including any condition, warranty or other term as to merchantability, satisfactory quality, fitness for a particular purpose, title guarantee or use of reasonable care and skill. Licensor assumes no responsibility to maintain, repair or take any other action required to ensure the efficacy of the Met Towers or any instruments used in connection therewith. Further, nothing herein shall be construed as to prevent Licensor from disassembling and removing the Met Towers and any instruments used in connection therewith, which it may do at any time after the date hereof in its sole discretion.

(c) Licensor shall not be liable in contract, tort or any other theory of liability, for any loss or damage, howsoever arising in connection with the Met Towers, the Met Tower Wind Data or this Agreement.

(d) Licensee acknowledges and agrees that it shall have no rights against, and hereby expressly waives, any and all claims that it may have now or hereafter against Licensor in respect of the Met Towers or the Met Tower Wind Data.

5. Confidentiality.

(a) Licensee hereby acknowledges and agrees that the Met Tower Wind Data constitutes Confidential Information of the Licensor under Section 9.3 of the MIPA, and that the provisions set forth therein shall apply to this Agreement, *mutatis mutandis*, as if set forth originally herein.

6. Amendments. This Agreement may only be amended, modified or supplemented by means of a written document executed by both Parties hereto.

7. Entire Agreement. This Agreement and the MIPA supersede all prior discussions and agreements between the Parties with respect to the License. This Agreement and the MIPA contain the sole and entire agreement between the Parties hereto with respect to the License, and there are no agreements, understandings, representations or warranties between the Parties with respect to the subject matter hereof other than those set forth herein.

8. No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any Party, nor give any third Persons any right of subrogation or action against any Party.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which when taken together shall constitute one and the same instrument. The electronically reproducible signatures of the Parties (e.g.,

PDFs) shall be deemed to constitute original signatures, and any such executed copies hereof shall be deemed to constitute duplicate originals.

10. **Successors and Assigns.** This Agreement is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

11. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future Law, and if the invalid or unenforceable provision does not go to the essential purposes of this Agreement and the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

12. **Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**

13. **Jurisdiction and Waiver of Jury Trial.** Section 11.9 of the MIPA is hereby incorporated by reference, *mutatis mutandis*, as if originally set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Caithness Beaver Creek, LLC

By:
Title:

Puget Sound Energy, Inc.

By:
Title:

[Signature Page – Met Tower Wind Data License]

APPENDIX 1

MET TOWERS:

See attached

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0941
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1506 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent Larue
 Ryan Cook

Visibility Sleeves: 24
Visibility Paint: wer FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tle panel enclosure
Lock: 941
Anabat Microphone: None

Installation Date: 5/10/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.90779° W 109.46349°
Obstructions: None - rolling grassland.

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	316°	1.89 m/s	179500286883	0.76554	0.3590	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	226°	1.85 m/s	179500286882	0.76547	0.3180	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	316°	1.87 m/s	179500286889	0.76548	0.3438	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	226°	1.84 m/s	179500286888	0.76516	0.3139	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	316°	1.89 m/s	179500286893	0.76230	0.3649	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	226°	1.85 m/s	179500286892	0.76405	0.3233	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	316°	98.15°	179900008391	n/a	136	136°
Channel 14	RNRG #200P	36.0 m	2.4 m	316°	101.9°	179900008383	n/a	136	136°
Channel 16	RNRG #110S	55.0 m	n/a	0°	11.45°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	12.46°C	n/a	55.55	-86.38	n/a
Channel 18	RNRG BP-20	1.0 m	n/a	180°	845.84mb	n/a	217.9	105.8	n/a
Channel 19	RNRG RH-5X	1.0 m	n/a	90°	68.99%	n/a	20	0	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600929
Logger Voltage: 1.79 V
Revision #: 2.2.2
Site #: 0941
Logger Time: 7:43:00
Local Time: 8:43 MDST
Logger Date: 5/10/2017
Actual Date: 5/10/2017

Anchor type: 8" Auger
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with all 8" auger anchors. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101057
iPack MEID: A10000b1D1F030
iPack Antenna: Omni Whip
Signal Strength: -58%
iPack Voltage: 13.765 V
Errors: None

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.030.069
 Signal across project area is spotty - communications may be intermittent.

Organized through
 Jon Chafin - (817)
 715-1080

Landowner Contact:
Address:
Phone Number:

Access Notes: Access directly off of Phipps Road - makeshift gate north west of tower site.

Landowner Notes:

Other Notes: Tower built on old BC1 / 941 site - all new equipment re-installed at same location.

Sheet Executed By: Frank Holm
Date: 5/19/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0943
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1586 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent Larue
 Ryan Cook
 Phillip Thrailkil
 Alex Loth

Visibility Sleeves: 24
Visibility Paint: wer FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tle panel enclosure
Lock: 943
Anabat Microphone: None

Installation Date: 5/11/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.95865° W 109.52063°
Obstructions: None - rolling grassland.

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	316°	4.15 m/s	179500287305	0.76094	0.3482	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	227°	4.13 m/s	179500287304	0.76286	0.3237	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	316°	3.42 m/s	179500287301	0.75896	0.3840	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	227°	3.37 m/s	179500287300	0.76299	0.3269	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	316°	3.42 m/s	179500286899	0.76674	0.3613	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	227°	4.23 m/s	179500286898	0.76408	0.4086	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	316°	151°	179900008398	n/a	135	135°
Channel 14	RNRG #200P	36.0 m	2.4 m	316°	141°	179900008358	n/a	135	135°
Channel 16	RNRG #110S	55.0 m	n/a	0°	18.85°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	20.30°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600933
Logger Voltage: 1.798 V
Revision #: 2.2.2
Site #: 0943
Logger Time: 12:15:00
Local Time: 1:15 MDST
Logger Date: 5/11/2017
Actual Date: 5/11/2017

Anchor type: 8" Auger
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with all 8" auger anchors. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101063
iPack MEID: A1000051D09452
iPack Antenna: Omni Whip
Signal Strength: 61%
iPack Voltage: 13.590 V
Errors:

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.117.166
 Signal across project area is spotty - communications may be intermittent.

Access Notes: Access is direct off of Bays Road - gate north west of tower site.

Organized through
 Jon Chafin - (817)
 715-1080

Landowner Contact:
Address:
Phone Number:

Other Notes:

Landowner Notes:

Sheet Executed By: Frank Holm
Date: 5/21/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0944
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1544 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent Larue
 Ryan Cook

Visibility Sleeves: 24
Visibility Paint: per FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tle panel enclosure
Lock: 944
Anabat Microphone: None

Installation Date: 5/10/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.95198° W 109.46793°
Obstructions: None - rolling grassland.

	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	315°	4.91 m/s	179500286887	0.76739	0.3074	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	225°	5.67 m/s	179500286886	0.76601	0.3189	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	315°	5.68 m/s	179500286880	0.76317	0.3510	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	225°	4.16 m/s	179500286879	0.75813	0.3572	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	315°	4.12 m/s	179500286878	0.76369	0.3105	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	225°	4.92 m/s	179500286877	0.76355	0.34050	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	315°	142°	179900008352	n/a	135	135°
Channel 14	RNRG #200P	36.0 m	2.4 m	315°	158°	179900008351	n/a	135	135°
Channel 16	RNRG #110S	55.0 m	n/a	0°	15.66°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	17.63°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600931
Logger Voltage: 1.81 V
Revision #: 2.2.2
Site #: 0944
Logger Time: 15:12:00
Local Time: 4:12 PM MDST
Logger Date: 5/10/2017
Actual Date: 5/10/2017

Anchor type: 8" Auger / Deadman
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with two 8" auger anchors, thirteen custom dead-men anchors. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101061
iPack MEID: A1000051D09458
iPack Antenna: Omni Whip
Signal Strength: 70%
iPack Voltage: 13.590 V
Errors: None

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.117.165
 Signal across project area is spotty - communications may be intermittent.

Organized through
 Jon Chafin - (817)
 715-1080

Landowner Contact:
Address:
Phone Number:

Access Notes: Access through old homestead, via Phipps Road - entrance to parcel is through an active cattle corral.

Landowner Notes:

Other Notes:

Sheet Executed By: Frank Holm
Date: 5/21/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Caithness Energy
Project: Beaver Creek
Tower Name / #: 0945
Tower Model: ndWind 60m ProMast
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1469 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent LaRue
 Ryan Cook

Visibility Sleeves: 24
Visibility Paint: per FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: e panel enclosures
Lock: 945
Anabat Microphone: None

Installation Date: 5/10/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.91826° W 109.40427°
Obstructions: None - rolling grassland.

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	1.7 m	315°	6.42 m/s	179500287302	0.75773	0.3594	n/a
Channel 2	RNRG #40C	58.94 m	1.7 m	226°	6.43 m/s	179500287303	0.76143	0.3433	n/a
Channel 3	RNRG #40C	45.5 m	1.7 m	315°	6.44 m/s	179500287306	0.76494	0.3272	n/a
Channel 4	RNRG #40C	45.34 m	1.7 m	226°	6.43 m/s	179500287307	0.76068	0.3537	n/a
Channel 5	RNRG #40C	32.0 m	1.7 m	315°	5.68 m/s	179500287308	0.76181	0.3517	n/a
Channel 6	RNRG #40C	31.84 m	1.7 m	226°	5.67 m/s	179500287309	0.76110	0.3430	n/a
Channel 13	RNRG #200P	54.0 m	1.7 m	315°	111.56°	179900008393	n/a	135	135°
Channel 14	RNRG #200P	36.0 m	1.7 m	315°	116.98°	179900008390	n/a	135	135°
Channel 16	RNRG #110S	55.0 m	n/a	0°	16.72°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	16.72°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600934
Logger Voltage: 1.80 V
Revision #: 2.2.2
Site #: 0945
Logger Time: 17:01:00
Local Time: 6:01 PM MDST
Logger Date: 5/10/2017
Actual Date: 5/10/2017

Anchor type: 8" Auger
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with all 8" auger anchors. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101064
iPack MEID: A1000051D1FD68
iPack Antenna: Omni Whip
Signal Strength: 58%
iPack Voltage: 13.765 V
Errors: None

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.029.178
 Signal across project area is spotty - communications may be intermittent.

Organized through
 Jon Chafin - (817)
 715-1080

Access Notes: Access is directly off of Jones Hill Road - unlocked gate just south east of tower site. High fire danger here in dry weather.

Landowner Contact:
Address:
Phone Number:

Landowner Notes:

Other Notes: Note that this tower is an outdated SecondWind "ProMast". Boom lengths are custom, and boom pairs sit at slightly different heights side to side.

Sheet Executed By: Frank Holm
Date: 5/19/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0946
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1467 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent LaRue
 Ryan Cook
 Phillip Thraillkill
 Alex Loth

Visibility Sleeves: 24
Visibility Paint: wer FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tle panel enclosure
Lock: 946
Anabat Microphone: None

Installation Date: 5/11/2017

Latitude (NAD83) Longitude (NAD83)
 N 45.89708° W 109.42019°
Obstructions: None - rolling grassland.

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	315°	4.919 m/s	179500286791	0.76404	0.3356	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	226°	3.420 m/s	179500286795	0.76320	0.3677	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	315°	4.139 m/s	179500286796	0.76522	0.3129	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	226°	4.137 m/s	179500286799	0.76376	0.3185	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	315°	4.912 m/s	179500287311	0.76396	0.3290	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	226°	4.139 m/s	179500287312	0.76365	0.3215	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	315°	342°	179900008365	n/a	135	135°
Channel 14	RNRG #200P	36.0 m	2.4 m	315°	340°	179900008379	n/a	135	135°
Channel 16	RNRG #110S	55.0 m	n/a	0°	13.661°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	16.089°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600938
Logger Voltage: 1.787 V
Revision #: 2.2.2
Site #: 0946
Logger Time: 8:39:00
Local Time: 9:39 AM MDST
Logger Date: 5/11/2017
Actual Date: 5/11/2017

Anchor type: 8" Auger
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with all 8" auger anchors at 9 positions, custom dead-men set at remaining 6 positions. Soil is very stiff / rocky, but anchors installed well and showed excellent holding.

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.117.167

Signal across project area is spotty - communications may be intermittent.

Access Notes: Access from unlocked gate at corner of Eder and Springtime Roads - follow ranch two track north to site (winding access, very limited in wet weather or snow).

iPack Model: CDMA
iPack SN: 462101062
iPack MEID: A10000b1D09444
iPack Antenna: Omni Whip
Signal Strength: -54%
iPack Voltage: 13.765 V
Errors: None

Organized through
 Jon Chafin - (817)

Landowner Contact: 715-1080
Address:

Phone Number:

Landowner Notes:

Other Notes:

Sheet Executed By: Frank Holm
Date: 5/19/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0947
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1504 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent LaRue
 Ryan Cook

Visibility Sleeves: 24
Visibility Paint: wer FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tile panel enclosure
Lock: 947
Anabat Microphone: None

Installation Date: 5/10/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.88267° W 109.46389°
Obstructions: None - rolling grassland.

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	317°	4.90 m/s	179500286874	0.76725	0.2986	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	227°	3.39 m/s	179500286875	0.76728	0.3272	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	317°	4.15 m/s	179500286876	0.76451	0.3239	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	227°	4.17 m/s	179500286881	0.76571	0.3374	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	317°	3.39 m/s	179500286884	0.76184	0.3517	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	227°	4.18 m/s	179500286885	0.76563	0.3553	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	317°	184°	179900008381	n/a	137	137°
Channel 14	RNRG #200P	36.0 m	2.4 m	317°	178°	179900008396	n/a	137	137°
Channel 16	RNRG #110S	55.0 m	n/a	0°	14.27°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	15.87°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600932
Logger Voltage: 1.795 V
Revision #: 2.2.2
Site #: 0947
Logger Time: 10:06:00
Local Time: 11:06 AM MDST
Logger Date: 5/10/2017
Actual Date: 5/10/2017

Anchor type: 8" Auger / Deadman
Anchor layout: standard (3 per side)
Winch anchors: Dead Man

Anchor Notes: Installed with all 8" auger anchors at 12 positions, custom dead-men set at remaining 3 positions. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101065
iPack MEID: A10000b1D09549
iPack Antenna: Omni Whip
Signal Strength: 48%
iPack Voltage: 13.795 V
Errors: None

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.117.171
 Signal across project area is spotty - communications may be intermittent.

Access Notes: Access is off of Eder Road, at opening in fence line north east of tower site - follow fence line west, then south to tower site. Access will be impossible in wet weather.

Organized through
 Jon Chafin - (817)
 715-1080

Landowner Contact:
Address:
Phone Number:
Landowner Notes:

Other Notes:

Sheet Executed By: Frank Holm
Date: 5/19/2017

WAGONER WIND INSTALLATION SHEET - TILT-UP MET

Customer: Calithness Energy
Project: Beaver Creek
Tower Name / #: 0948
Tower Model: RNRG 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1430 m (GPS)

Crew Lead: Eric Wagoner
Crew Roster: Charles Dryer
 Jackson Jensen
 Brent LaRue
 Ryan Cook

Visibility Sleeves: 24
Visibility Paint: wer FAA Compliant
Marker Balls: 8
Bird Deflectors: None
Fencing: tle panel enclosure
Lock: 948
Anabat Microphone: None

Installation Date: 5/10/2017

Latitude (NAD83) Longitude (NAD83)
Tower Coords: N 45.86612° W 109.44781°
Obstructions: None - rolling grassland

	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	RNRG #40C	59.1 m	2.4 m	315°	4.15 m/s	179500286890	0.76298	0.3423	n/a
Channel 2	RNRG #40C	59.1 m	2.4 m	225°	3.40 m/s	179500286891	0.76498	0.3446	n/a
Channel 3	RNRG #40C	45.5 m	2.4 m	315°	4.16 m/s	179500286894	0.76428	0.3386	n/a
Channel 4	RNRG #40C	45.5 m	2.4 m	225°	3.39 m/s	179500286895	0.75808	0.3562	n/a
Channel 5	RNRG #40C	32.0 m	2.4 m	315°	4.14 m/s	179500286896	0.76368	0.3205	n/a
Channel 6	RNRG #40C	32.0 m	2.4 m	225°	3.39 m/s	179500286897	0.75902	0.3583	n/a
Channel 13	RNRG #200P	54.0 m	2.4 m	315°	190°	179900008378	n/a	135	135°
Channel 14	RNRG #200P	36.0 m	2.4 m	315°	199°	179900008355	n/a	135	135°
Channel 16	RNRG #110S	55.0 m	n/a	0°	15.92°C	n/a	55.55	-86.38	n/a
Channel 17	RNRG #110S	2.0 m	n/a	0°	18.24°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro
Logger SN: 820600930
Logger Voltage: 1.787 V
Revision #: 2.2.2
Site #: 0948
Logger Time: 11:33:00
Local Time: 12:33 PM MDST
Logger Date: 5/10/2017
Actual Date: 5/10/2017

Anchor type: 8" Auger / Dead Man
Anchor layout: standard (3 per side)
Winch anchors: (3) 8" Auger

Anchor Notes: Installed with 8" auger anchors at 12 positions, deadmen at remaining 3 positions. Soil is very stiff, but anchors installed well and showed excellent holding.

iPack Model: CDMA
iPack SN: 462101067
iPack MEID: A10000b1D0934B
iPack Antenna: Yagi
Signal Strength: 77%
iPack Voltage: 13.575 V
Errors: None

Logger and iPack Notes: iPack set up with fixed IP for remote access - 166.142.117.172

Signal across project area is spotty - communications may be intermittent. This southern location in particular has a tenuous internet connection.

Organized through
 Jon Chafin - (817)
Landowner Contact: 715-1080
Address:
Phone Number:
Landowner Notes:

Access Notes: Access from Five Mile Road, at fence opening north east tower site. Final access is south across a cultivated field - access will be impossible in wet weather.

Other Notes:

Sheet Executed By: Frank Holm
Date: 5/19/2017

Wagoner Wind Commissioning Sheet - Tilt-up MET

Customer: Caithness
Project: Beaver Creek
Tower Name / #: 0950
Tower Model: 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1570 m (GPS)

Crew Lead: Brett Wagoner
Crew Roster: Charles Dryer
 Phil Thraikill
 Alex Loth
 Ben Thomas
 Ryan Pflug
 Jake Dunwoody
 Robert Cook

Visibility Sleeves: 24
Visibility Paint: Full FAA
Marker Balls: 8
Bird Deflectors: None
Fencing: Cattle panel
Lock: 0950
Anabat Microphone: None

Installation Date: 5/19/2018

Tower Coords: **Latitude (NAD83)** N 45.97448715° **Longitude (NAD83)** W 109.5547240°
Obstructions: None

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	NRG #40C	59.1 m	2.4 m	313°	4.87 m/s	179500307629	0.75811	0.3308	n/a
Channel 2	NRG #40C	59.1 m	2.4 m	223°	5.64 m/s	179500307628	0.76057	0.3250	n/a
Channel 3	NRG #40C	45.5 m	2.4 m	313°	5.62 m/s	179500307627	0.75799	0.3187	n/a
Channel 4	NRG #40C	45.5 m	2.4 m	223°	4.89 m/s	179500307626	0.75981	0.3396	n/a
Channel 5	NRG #40C	32.0 m	2.4 m	313°	4.90 m/s	179500307622	0.76034	0.3467	n/a
Channel 6	NRG #40C	32.0 m	2.4 m	223°	4.93 m/s	179500307618	0.75731	0.3875	n/a
Channel 13	NRG #200P	54.0 m	2.4 m	313°	99.17°	179900022138	n/a	133°	133°
Channel 14	NRG #200P	36.0 m	2.4 m	313°	100.31 °	179900022124	n/a	133°	133°
Channel 15	NRG #110S	55.0 m	n/a	0°	4.239°C	n/a	55.55	-86.38	n/a
Channel 16	NRG #110S	2.0 m	n/a	0°	4.921°C	n/a	55.55	-86.38	n/a
Channel 17	NRG BP-20	1.5 m	n/a	n/a	842.003 mB	180534595	217.9	108.3	n/a
Channel 20	NRG RH-5X	2.0 m	n/a	n/a	93.148 RH	4414	20.0	0.0	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro 16
Logger SN: 820602734
2 Volt Voltage: 1.766 v
12 Volt Voltage: 13.845 v
Site #: 0950
Firmware: 2.4.1
Hardware: Rev H
Memory Card: 1899 MB free
Logger, Local Time: 16:09 MST / 5:09 PM MDT
Logger, Local Date: 5/19/2018

Anchor type: (12) 8" Auger
Anchor layout: (3) per side
Winch anchors: (3) 8" Auger

Anchor Notes: Anchors installed fairly easily. They showed no signs of pull during lift.

Logger and iPack Notes: Met Link - listen daily @ 14:00. Call daily at 13:00.

iPack Model: CDMA GPS LTE-VZW
iPack SN: 939000029
iPack IMEI: 356610071368092
SIM SN: 89148000003622277403
Static IP: 166.148.200.136
Phone Number:
Firmware: 2.1.1
Hardware: Rev A
Listening Schedule: Daily 14:00
iPack Antenna: Whip
Signal Strength: 51% Home
Errors: None

Access Notes: Access from Rapalje Rd. through gate ~250 yards WSW of tower. Avoid Jones Hill Rd. in wet conditions.

Landowner Contact Notes:

Other Notes: Straightforward installation - all performed in wet weather. Note that site is cultivated ground.

Sheet Executed By: Charles Dryer
Date: 6/7/2018

Wagoner Wind Commissioning Sheet - Tilt-up MET

Customer: Caithness
Project: Beaver Creek
Tower Name / #: 0951
Tower Model: 60 meter XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1599 m (GPS)

Crew Lead: Brett Wagoner
Crew Roster: Charles Dryer
 Phil Thraillkill
 Alex Loth
 Ben Thomas
 Ryan Pflug
 Jake Dunwoody
 Robert Cook

Visibility Sleeves: 24
Visibility Paint: Full FAA
Marker Balls: 8
Bird Deflectors: None
Fencing: Cattle panel
Lock: 0951
Anabat Microphone: None

Installation Date: 5/24/2018

Tower Coords: **Latitude (NAD83)** N 45.95007190° **Longitude (NAD83)** W 109.57102250°
Obstructions: None

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	NRG #40C	59.1 m	2.4 m	317°	14.7242 m/s	179500307623	0.75724	0.3367	n/a
Channel 2	NRG #40C	59.1 m	2.4 m	226°	14.7354 m/s	179500307617	0.75681	0.3560	n/a
Channel 3	NRG #40C	45.5 m	2.4 m	317°	11.7129 m/s	179500307615	0.75700	0.3579	n/a
Channel 4	NRG #40C	45.5 m	2.4 m	226°	10.2304 m/s	179500307614	0.75998	0.3507	n/a
Channel 5	NRG #40C	32.0 m	2.4 m	317°	10.9673 m/s	179500307613	0.75906	0.3405	n/a
Channel 6	NRG #40C	32.0 m	2.4 m	226°	13.9918 m/s	179500307602	0.75824	0.3435	n/a
Channel 13	NRG #200P	54.0 m	2.4 m	317°	231.94°	179900022137	n/a	137°	137°
Channel 14	NRG #200P	36.0 m	2.4 m	317°	227.88°	179900022134	n/a	137°	137°
Channel 17	NRG #110S	2.0 m	n/a	0°	20.19°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro 16
Logger SN: 820602737
2 Volt Voltage: 1.795 v
12 Volt Voltage: 13.725 v
Site #: 0951
Firmware: 2.4.1
Hardware: Rev H
Memory Card: 1899 MB free
Logger, Local Time: 15:36 MST / 4:36 PM MDT
Logger, Local Date: 5/24/2018

Anchor type: (11) deadman (1) 8" auger
Anchor layout: (3) per side
Winch anchors: (3) deadman

Anchor Notes: Due to large amounts of shale and clay, all but one anchor point (165' North) required excavation. All "deadman" anchors set with railroad tie.

iPack Model: CDMA GPS LTE-VZW
iPack SN: 939000038
iPack IMEI: 356610071356832
SIM SN: '89148000003622278468
Static IP: 166.148.200.137

Logger and iPack Notes: Met Link - listen daily @ 14:00. Call daily at 13:00.

Phone Number:
Firmware: 2.2.1
Hardware: Rev A
Listening Schedule: Daily 14:00
iPack Antenna: Whip
Signal Strength: 80% Home
Errors: None

Access Notes: Access due east of site from Stephens Hill Rd. Continue west on two-track path, eventually following fenceline. Enter tower site through corner gate ESE of tower. Site is pasture with active cattle.

Landowner Contact Notes:

Other Notes: Straightforward install - this is likely the rockiest met site built on.

Sheet Executed By: Charles Dryer
Date: 6/8/2018

Wagoner Wind Commissioning Sheet - Tilt-up MET

Customer:	Caithness	Crew Lead:	Brett Wagoner	Visibility Sleeves:	24
Project:	Beaver Creek	Crew Roster:	Charles Dryer	Visibility Paint:	Full FAA
Tower Name / #:	0952		Phil Thraillkill	Marker Balls:	8
Tower Model:	60m XHD		Alex Loth	Bird Deflectors:	None
State / County:	MT / Stillwater		Ben Thomas	Fencing:	Cattle panel
Base Town:	Columbus		Ryan Pflug	Lock:	0952
Elevation:	1615 m (GPS)		Jake Dunwoody	Anabat Microphone	None
			Robert Cook		

Installation Date: 5/24/2018
Tower Coords: Latitude (NAD83) Longitude (NAD83)
 N 45.93316275° W 109.49152194°
Obstructions: None

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	NRG #40C	59.1 m	2.4 m	315°	10.93 m/s	179500307687	0.75850	0.3095	n/a
Channel 2	NRG #40C	59.1 m	2.4 m	224°	10.23 m/s	179500307685	0.75900	0.3587	n/a
Channel 3	NRG #40C	45.5 m	2.4 m	315°	11.76 m/s	179500307680	0.76484	0.2898	n/a
Channel 4	NRG #40C	45.5 m	2.4 m	224°	10.97 m/s	179500307679	0.75572	0.3894	n/a
Channel 5	NRG #40C	32.0 m	2.4 m	315°	10.98 m/s	179500307672	0.76157	0.3203	n/a
Channel 6	NRG #40C	32.0 m	2.4 m	224°	11.01 m/s	179500307671	0.76212	0.3385	n/a
Channel 13	NRG #200P	54.0 m	2.4 m	315°	255.16°	179900022150	n/a	135°	135°
Channel 14	NRG #200P	36.0 m	2.4 m	315°	257.67°	179900022139	n/a	135°	135°
Channel 17	NRG #110S	2.0 m	n/a	0°	18.25°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: Symphonie Pro 16
Logger SN: 820602740
2 Volt Voltage: 1.804 v
12 Volt Voltage: 13.340 v
Site #: 0952
Firmware: 2.4.1
Hardware: Rev H
Memory Card: 1899 MB free
Logger, Local Time: 17:46 MST / 6:46 pm MDT
Logger, Local Date: 5/24/2018

Anchor type: (8) 8" auger (4) deadman
Anchor layout: (3) per side
Winch anchors: (3) deadman

Anchor Notes: 8" auger anchors installed easily at most points. All winch anchors and one side anchor (East 165') were excavated and railroad tie "deadman" anchors were installed.

Logger and iPack Notes: Met Link - listen daily @ 14:00. Call daily at 13:00.

iPack Model: CDMA GPS LTE-VZW
iPack SN: 939000035
iPack IMEI: 356610071366021
SIM SN: '89148000003622278492
Static IP: 166.148.200.140
Phone Number:
Firmware: 2.2.1
Hardware: Rev A
Listening Schedule: Daily 14:00
iPack Antenna: Whip
Signal Strength: 61% Home
Errors: None

Access Notes: Access from Jones Hill Rd. turning north toward lattice cellular tower SSW of tower mast. Continue along fencing and through barbed wire gate. Follow two-track along ridgeline before turning east toward tower.

Landowner Contact Notes:

Other Notes: Straightforward installation - soil is a mix of clay, loam and shale deposits

Sheet Executed By: Charles Dryer
Date: 6/8/2018

Wagoner Wind Commissioning Sheet - Tilt-up MET

Customer:	Caithness	Crew Lead:	Brett Wagoner	Visibility Sleeves:	24
Project:	Beaver Creek	Crew Roster:	Charles Dryer	Visibility Paint:	Full FAA
Tower Name / #:	0953		Phil Thrailkill	Marker Balls:	8
Tower Model:	60m XHD		Alex Loth	Bird Deflectors:	None
State / County:	MT / Stillwater		Ben Thomas	Fencing:	Cattle Panel
Base Town:	Columbus		Ryan Pflug	Lock:	0953
Elevation:	1605 m (GPS)		Jake Dunwoody	Anabat Microphone:	None
			Robert Cook		

Installation Date: 5/17/2018
Tower Coords: Latitude (NAD83) Longitude (NAD83)
Obstructions: N 45.90561644° W 109.51174321°
 None

Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	NRG #40C	59.1 m	2.4 m	315°	4.51 m/s	179500307675	0.75678	0.3658
Channel 2	NRG #40C	59.1 m	2.4 m	225°	3.39 m/s	179500307676	0.76310	0.3410
Channel 3	NRG #40C	45.5 m	2.4 m	315°	3.37 m/s	179500307677	0.75782	0.3432
Channel 4	NRG #40C	45.5 m	2.4 m	225°	4.15 m/s	179500307678	0.76280	0.3319
Channel 5	NRG #40C	32.0 m	2.4 m	315°	4.14 m/s	179500307684	0.76125	0.3384
Channel 6	NRG #40C	32.0 m	2.4 m	225°	4.89 m/s	179500307686	0.76051	0.3292
Channel 13	NRG #200P	54.0 m	2.4 m	315°	34.38°	179900022133	n/a	135°
Channel 14	NRG #200P	36.0 m	2.4 m	315°	55.65°	179900022136	n/a	135°
Channel 17	NRG #110S	2.0 m	n/a	0°	19.18°C	n/a	55.55	-86.38

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: SymphoniePro 16
Logger SN: 820602868
2 Volt Voltage: 1.795 v
12 Volt Voltage: 13.010 v
Site #: 0953
Firmware: 2.4.1
Hardware: Rev H
Memory Card: 1899 MB free
Logger, Local Time: 13:27 MST / 2:27 pm MDT
Logger, Local Date: 5/17/2018

Anchor type: (4) 8" auger, (8) deadman
Anchor layout: (3) per side
Winch anchors: (3) deadman

Anchor Notes: Due to very rocky and packed clay soil only four auger anchors were able to be installed (all North points; 165' East). All others very excavated and railroad tie "deadman" anchors were installed.

Logger and iPack Notes: Met Link - listen daily @ 14:00. Call daily at 13:00.

iPack Model: CDMA GPS LTE-VZW
iPack SN: 939000036
iPack IMEI: 356610071356915
SIM SN: 89148000003622278484
Static IP: 166.148.200.139
Phone Number:
Firmware: 2.2.1
Hardware: Rev A
Listening Schedule: Daily 14:00
iPack Antenna: Whip
Signal Strength: 90% Home
Errors: None
Landowner Contact Notes:

Access Notes: Access from Jones Hill Rd. Turn south into pasture at the barbed wire gate west of tower.

Other Notes: CRP / pasture - note high fire danger here in dry conditions.

Sheet Executed By: Charles Dryer
Date: 6/8/2018

Wagoner Wind Commissioning Sheet - Tilt-up MET

Customer: Caithness
Project: Beaver Creek
Tower Name / #: 0954
Tower Model: 60m XHD
State / County: MT / Stillwater
Base Town: Columbus
Elevation: 1431m (GPS)

Crew Lead: Brett Wagoner
Crew Roster: Charles Dryer
 Phil Thrailkill
 Alex Loth
 Ben Thomas
 Ryan Pflug
 Jake Dunwoody
 Robert Cook

Visibility Sleeves: 24
Visibility Paint: Full FAA
Marker Balls: 8
Bird Deflectors: None
Fencing: Cattle panel
Lock: 0954
Anabat Microphone: None

Installation Date: 5/14/2018

Tower Coords: **Latitude (NAD83)** N 45.87813271° **Longitude (NAD83)** W 109.41998063°
Obstructions: None

Channel	Sensor Type	Sensor Height**	Boom Length	Boom Orientation (TRUE North)	Initial Sensor Reading	Serial Number	Scale Factor (programmed)	Offset (programmed)	Deadband Orientation
Channel 1	NRG #40C	59.1 m	2.4 m	315°	1.12 m/s	179500307624	0.75648	0.3676	n/a
Channel 2	NRG #40C	59.1 m	2.4 m	225°	1.11 m/s	179500307621	0.75633	0.3533	n/a
Channel 3	NRG #40C	45.5 m	2.4 m	315°	1.09 m/s	179500307620	0.76213	0.3270	n/a
Channel 4	NRG #40C	45.5 m	2.4 m	225°	1.13 m/s	179500307619	0.75716	0.3683	n/a
Channel 5	NRG #40C	32.0 m	2.4 m	315°	1.87 m/s	179500307616	0.75896	0.3524	n/a
Channel 6	NRG #40C	32.0 m	2.4 m	225°	1.84 m/s	179500307608	0.75966	0.3244	n/a
Channel 13	NRG #200P	54.0 m	2.4 m	315°	70.22°	179900022123	n/a	135°	135°
Channel 14	NRG #200P	36.0 m	2.4 m	315°	82.52°	179900022135	n/a	135°	135°
Channel 16	NRG #110S	55.0 m	n/a	0°	17.94°C	n/a	55.55	-86.38	n/a
Channel 17	NRG #110S	2.0 m	n/a	0°	19.03°C	n/a	55.55	-86.38	n/a

** = Sensor heights measured via tapeline with tower horizontal & compressed, using bottom edge of base tube as 0.0 reference point. Measurements rounded to the nearest 0.1m.

Logger Model: Symphonie Pro 16
Logger SN: 820602739
2 Volt Voltage: 1.813 v
12 Volt Voltage: 13.415 v
Site #: 0954
Firmware: 2.4.1
Hardware: Rev H
Memory Card: 1899 MB free
Logger, Local Time: 16:55 MST / 5:55 pm MDT
Logger, Local Date: 5/14/2018

Anchor type: (12) 8" augers
Anchor layout: (3) per side
Winch anchors: (3) 8" augers

Anchor Notes: Auger anchors were easily installed, and held well.

Logger and iPack Notes: Met Link - listen daily @ 14:00. Call daily at 13:00.

Access Notes: Access from Springtime Rd. Turn east into pasture SW of tower.

Other Notes: Clean, straightforward install.

iPack Model: CDMA GPS LTE-VZW
iPack SN: 939000037
iPack IMEI: 356610071357400
SIM SN: '8914800003622278476
Static IP: 166.148.200.138
Phone Number:
Firmware: 2.2.1
Hardware: Rev A
Listening Schedule: Daily 14:00
iPack Antenna: Whip
Signal Strength: 67% Home
Errors: None
Landowner Contact Notes:

Sheet Executed By: Charles Dryer
Date: 6/8/2018

Mast 941 - (BC1)
Coordinates
 45 deg 54' 25.787" N
 109 deg 27' 45.80" W
 elevation = 1497m ASL

Period	Mast	Height [m]	Orientation [degrees]	Serial Number	Slope [m]	Offset [m/s]
09 December 2005 30 October 2007	941	60	315°	25639	0.7592	0.3909
		60	135°	none	0.765	0.35
		45	315°	25633	0.7612	0.396
		45	135°	none	0.765	0.35
		30	315°	25632	0.7689	0.3745
30 October 2007 04 January 2011	941	60	315°	40175	0.762	0.33
		60	135°	40247	0.758	0.36
		45	315°	40201	0.759	0.36
		45	135°	40221	0.765	0.36
		30	315°	25632	0.7689	0.3745

NOTE: This met tower was relocated or removed. Information provided for historical purposes.

Met Tower BC1

Sensor	Channel:		Calibration Slope:		Calibration Offset		Station Height		Station Azimuth	
	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11
Risoe P2546A	10368	C1	0.62874 m/s/Hz	0.6287 m/s/Hz	0.19637 m/s	0.19637 m/s	59.0	59.3	NW	NW
SWI C3	16324	C2	0.769 m/s/Hz	0.769 m/s/Hz	0.294 m/s	0.294 m/s	59.0	59.3	SE	SE
Risoe P2546A	10369	C3	0.62575 m/s/Hz	0.6258 m/s/Hz	0.23523 m/s	0.23523 m/s	47.0	48.0	NW	NW
SWI C3	16325	C4	0.764 m/s/Hz	0.764 m/s/Hz	0.302 m/s	0.302 m/s	47.0	48.0	SE	SE
Risoe P2546A	10434	C5	0.63199 m/s/Hz	0.632 m/s/Hz	0.22881 m/s	0.22881 m/s	32.0	32.0	NW	NW
SWI C3	16326	C6	0.76 m/s/Hz	0.76 m/s/Hz	0.404 m/s	0.404 m/s	32.0	32.0	SE	SE
SWI PV1	7789	A1	2.5 V		0 ° (--n/a--)		55.0		North	
SWI PV1	7793	A2	2.5 V	2.5 V	0 ° (--n/a--)	0 ° (--n/a--)	43.0	43	North	North
SWI 10k Probe		A3		1	0	0	3.0	3	North	North
Inner Temp		TEMP								
Battery 1		BAT1								
Battery 2		BAT2								
12V Power		XPwr								
NRG 200P		A1		2.5 V		0 ° (--n/a--)		55		North

NOTE: This met tower was relocated or removed. Information provided for historical purposes.

BC#2

Coordinates

45 deg 55' 48" North
109 deg 27' 12.96" West
elevation = 1508 m ASL

Sensor	Serial #		Channel:		Calibration Slope:		Calibration Offset		Station Height		Station Azimuth	
	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11	Pre-03/09/11	Post-03/09/11
Risoe P2546A	10371	10371	C1	C5	0.6271 m/s/Hz	0.6271 m/s/Hz	0.21285 m/s	0.21285 m/s	59	59	NW	NW
SWI C3	16321	16321	C2	C1	0.765 m/s/Hz	0.765 m/s/Hz	0.352 m/s	0.352 m/s	59	59	SE	SE
Risoe P2546A	10370	10370	C3	C6	0.6266 m/s/Hz	0.6266 m/s/Hz	0.23557 m/s	0.23557 m/s	47	48	NW	NW
SWI C3	16322	16322	C4	C2	0.764 m/s/Hz	0.764 m/s/Hz	0.356 m/s	0.356 m/s	47	48	NW	SE
Risoe P2546A	10367	10367	C5	C7	0.6273 m/s/Hz	0.6273 m/s/Hz	0.22536 m/s	0.268 m/s	32	32	NW	NW
SWI C3	16323	16323	C6	C3	0.772 m/s/Hz	0.772 m/s/Hz	0.268 m/s	0.268 m/s	32	32	NW	SE
SWI PV1	7781		A1		2.5 V		0° (-n/a--)		57		North	
SWI PV1	7798		A2	A2	2.5 V	2.5 V	0° (-n/a--)	0° (-n/a--)	42	43	North	North
SWI 10k Probe			A3	A3			0	0	3		North	
Inner Temp			TEMP	TEMP								
Battery 1			BAT1	BAT1								
Battery 2			BAT2	BAT2								
12V Power			XPwr	XPwr								
NRG 200P			A1	A1	2.5 V	2.5 V	0° (-n/a--)	0° (-n/a--)		55		North

NOTE: This met tower was relocated or removed. Information provided for historical purposes.

EXHIBIT H

Form of Lease Amendment

[] **AMENDMENT TO
WIND FACILITIES LEASE & EASEMENT**
([Lessor] Lease)

This [] Amendment (“Amendment”) to the Wind Facilities Lease & Easement described on the schedule attached hereto as Exhibit A (as amended as set forth on Exhibit A, the “Lease) is between [Landowner(s)] ([collectively,] “Lessor”) and Caithness Montana Wind, LLC (“Lessee”), and is entered into effective as of the ___ day of _____, 2023 (the “Amendment Effective Date”). Lessor and Lessee mutually agree as follows.

- (a) Whereas the undersigned Lessor is vested with title to the “Leased Premises” described on Exhibit A and the undersigned Lessee is vested with title to the Lease; and
- (b) Whereas Lessor and Lessee desire to amend certain provisions of the Lease as more particularly set forth below, effective as of the Amendment Effective Date;

NOW, THEREFORE, for and in consideration of the sum of [REDACTED] and other good and valuable consideration paid to the undersigned Lessor, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants and benefits arising hereunder, each of the undersigned Lessor and Lessee has agreed and by these presents does hereby agree as follows as of the Amendment Effective Date.

- 1. The first sentence of Section 1.1(b) of Article I of the Lease is hereby replaced with the following:

(b) Lessor grants and conveys unto Lessee and its affiliates, and their respective employees, agents and contractors, rights-of-way and easements of ingress and egress over and across the Leased Premises and the lands described on Exhibit A under the heading “Easement Lands” (the “Easement Lands”) for the purpose of ingress and egress to all of Lessee’s Wind Facilities located on the Leased Premises, the wind facilities of Lessee’s affiliates on other lands, and any other lands in the vicinity of the Leased Premises to a public road and/or other transmission lines and to use, construct, maintain, repair or replace private existing or new roads and to construct, install, maintain, operate, repair, replace or refurbish electrical gathering, collection, distribution and transmission lines, transformers, inverters, interconnection facilities, buildings, and substations and all appurtenant and related facilities and equipment (collectively “Easement Facilities”) useful in connection with the gathering, storing and transmission of electricity from whatever source (collectively, including roads, “Transmission Easements”). For the avoidance of doubt, references to the “Wind Facilities” under the following provisions of

REDACTED VERSION

the Lease shall be deemed to refer to Lessee's wind facilities only (and not any wind facilities of Lessee's affiliates): Sections 2.2(d), 3.1, 3.5 and 4.5 of the Lease.¹

2. Section 2.1 of the Lease is hereby replaced with the following:

(a) The term of this Lease ("Term") commenced on the Effective Date and shall expire on September 24, 2054, unless terminated earlier or extended in accordance with its terms.

(b) If Lessee pays Minimum Rent for any of the last four (4) years of the Term in accordance with Section 3.1, Lessee shall have the right, exercisable by written notice, to extend the Term for a period designated by Lessee of no less than five (5) years and no more than thirty (30) years.

3. Notwithstanding anything to the contrary contained in the Lease, if and so long as Lessee is a regulated utility selling electricity to third-party retail or wholesale customers, then Percentage Rent shall be deemed to mean (and Section 3.1(i) of the Lease shall be deemed to refer to) the amount of electrical energy that is generated by Lessee's Wind Facilities located on the Leased Premises, as metered on each turbine, and multiplied by [REDACTED] per MWh. If the foregoing applies, (i) the Month of First Sales (as such term is used in the Lease) shall mean the first month Lessee's Wind Facilities located on the Leased Premises have completed start up and testing and Lessee has commenced commercial generation of electricity therefrom, and (ii) the second sentence of Section 3.2 of the Lease shall be deleted in its entirety and replaced with the following: "If Percentage Rent for any calendar year during the Term exceeds the Minimum Rent for that year, Lessee shall pay Lessor the difference between the Percentage Rent due and the Minimum Rent paid for such calendar year on or before March 1 of the following calendar year." During the Term, the monthly per-MWh rate set forth in this Section 3 shall be increased by [REDACTED] on each anniversary of the first day of the calendar month following the Month of First Sales. Notwithstanding anything in this section to the contrary, if Lessee enters into a power purchase agreement with a term of at least one year specifically for the sale of electricity generated by Lessee's Wind Facilities located on the Leased Premises (as opposed to the sale or trade of electricity from its system in general), then "Percentage Rent" shall no longer be deemed to have the meaning set forth in this Section 3.

4. ***[FOR ALL LEASE AMENDMENTS EXCEPT CREMER AND PHIPPS:*** The Construction Term is hereby extended to expire on the last day of the Month of First Sales.] ***[FOR THE CREMER LEASE AMENDMENT:*** Section 2.2(e) of the Lease is

¹ NTD: Section references to be conformed as necessary for each individual lease.

hereby replaced with the following: “The failure of Lessee to commence the construction and/or installation of Wind Facilities and/or Easement Facilities on the Leased Premises and/or Easement Lands during the first ten (10) years of the Term of this Lease (the “Construction Term”)./

- 5. The fourth sentence of Section 9.1 of the Lease is hereby replaced with the following: “Neither the service of such notice nor any acts of the notified party shall be deemed to be or be admissible as an admission, presumption or evidence of a breach or non-performance of any obligation arising hereunder.”
- 6. The notice addresses set forth in Section 10.1 of the Lease are hereby replaced with the following:

To Lessor:	[Lessor Contact Name] [Lessor Address] [Lessor Phone]	[Lessor Contact Name] [Lessor Address] [Lessor Phone]
To Lessee:	Caithness Montana Wind, LLC c/o Caithness Services LLC 960 Holmdel Road, Building II Holmdel, NJ 07733 212-921-9099	

- 7. There is hereby added to the Lease the following Article XII:

ARTICLE XII. Compliance with Montana’s Wind Energy Rights Act²

It is the specific intent of the parties to comply with Montana’s Wind Energy Rights Act, § 70-17-401 *et seq* (“Act”) in connection with the Lease insofar as the Lease constitutes a “wind energy agreement” under the Act, and to that end, the parties acknowledge and agree as follows.

Section 12.1 Compliance with § 70-17-406(1)(a)

The names and addresses of the parties to the Lease are stated in Section 10.1 of the Lease (as amended hereby).

Section 12.2 Compliance with § 70-17-406(1)(b)

A legal description of the real property subject to the wind easement and contained in the Lease is attached hereto as Exhibit A.

² NTD: Omit for the Phipps and Cremer lease amendments.

Section 12.3 Compliance with § 70-17-406(1)(c)

Notwithstanding anything to the contrary herein, Lessor is obligated to ensure the undisturbed flow of wind on and over the Leased Premises, which obligations include, but are not limited to, the following: Lessor shall not place, grow, install, construct, or build any vegetation, structures, and other objects that would impair or obstruct the wind flow on and over the Property without Lessee's prior written consent. As used herein, "structures" do not include equipment necessary to access minerals as they relate to the rights belonging to or the dominance of the mineral estate pursuant to § 70-17-408, Mont. Code Ann.

Section 12.4 Compliance with § 70-17-406(1)(d)

A specified term of the Lease, including an extended term is found in Article II of the Lease; provided, however, that the Lease shall expire on September 24, 2054, unless otherwise previously terminated.

Section 12.5 Compliance with § 70-17-406(1)(e)

Provisions to compensate the Lessor for the wind easement are found in Article III of the Lease.

Section 12.6 Compliance with § 70-17-406(1)(f)

Notwithstanding anything to the contrary in the Lease, Lessor shall not be liable for any property tax associated with the Project (including, without limitation, any windpower facilities or transmission facilities) or other equipment related to the development thereof during the term of the Lease. For clarification purposes, Lessor shall be liable for all property tax associated with all real and personal property owned by Lessor, but shall not be liable for any increases in such property tax by virtue of the any wind power facilities and the transmission facilities.

Section 12.7 Compliance with § 70-17-406(1)(g)

Provisions addressing Lessor's and Lessee's liability during the construction and operation under the Lease are provided in the Lease.

Section 12.8 Compliance with § 70-17-406(1)(h)

Lessee will comply with federal, state, and local laws and regulations applicable to the Lease during the term of the Lease.

Section 12.9 Compliance with § 70-17-406(1)(i)

Conditions upon which the Lease may be terminated prior to its termination date are found in, among other places, Section 2.2 of the Lease.

Section 12.10 Compliance with § 70-17-406(2)

The Lease and its amendments are properly and lawfully notarized.

Lessor and Lessee represent and warrant to each other, upon which representations and warranties the parties have also relied, that the Lease complies in all respects with each specific requirement of § 70-17-406 of the Act, and is a legally binding and enforceable “Wind Energy Lease” as contemplated by the Act. The parties, for themselves and their heirs, successors and assigns, hereby waive and release any and all claims, challenges, and arguments that the Lease does not fully and completely comply with all of the requirements and obligations of § 70-17-406 of the Act.

8. Ratification. Lessor ratifies and affirms that the provisions of the Lease, as amended by this Amendment, remain in full force and effect. Lessor acknowledges and agrees that as of the Amendment Effective Date, there is no accrued but unpaid Annual Rent and there are no accrued but unpaid Deferral Fees.
9. Conflicts. In the event of a conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall control.
10. Binding Effect. This Amendment shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties hereto.
11. Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MONTANA, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.
12. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have executed this Amendment on the date such execution is acknowledged, but the same shall be effective for all purposes as of the Amendment Effective Date.

LESSOR

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came and appeared _____ and acknowledged to me that he/she has executed this instrument as the act and deed of the aforementioned [individual]/[entity and in the capacity herein set forth].

Name: _____
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

LESSEE

CAITHNESS MONTANA WIND, LLC

By: _____
Derrel A. Grant, Jr., Senior Vice President

STATE OF _____
COUNTY OF _____

On this ____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally came and appeared Derrel A. Grant, Jr., who is the Senior Vice President of **Caithness Montana Wind, LLC**, a Delaware limited liability company, and acknowledged to me that he has executed this instrument as the act and deed of the aforementioned entity and in the capacity herein set forth.

Name: _____
Notary Public for the State of _____
Residing at: _____
My Commission Expires: _____

EXHIBIT A

Attached to and made a part of the [_____] Amendment to Wind Facilities Lease & Easement
by and between [Lessor] and Caithness Montana Wind, LLC

All lands described herein are located in [Stillwater County or Sweet Grass County], Montana

LEASED PREMISES for Caithness Montana Wind, LLC

[Legal Descriptions]

[Lessor] Lease – Lands Located in [Stillwater and Sweet Grass County], Montana

[Ordered history of assignments, amendments, etc.]

EXHIBIT I

Avian Study

SCOPE OF AVIAN STUDY

Buyer shall, by October 15, 2023, but no later than October 31, 2023, complete the following activities:

- a) Complete a desktop site characterization study to document compliance with U.S. Fish and Wildlife Service Land-Based Wind Energy Guidelines to assess potential impacts to bats and avian species.
- b) Conduct a stick nest survey within 2-miles of the Primary Project area to provide the location of stick nests, potential density and spatial distribution and an indication of their size.
- c) Conduct a prairie dog colony survey within 2-miles of the Primary Project area.

DISCLOSURE SCHEDULES

Schedule 1.1(a)

Buyer's Persons with Knowledge

Colin Crowley
Scott Williams

Schedule 1.1(b)

Seller's Persons with Knowledge

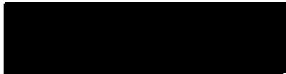
Ross D. Ain
Derrel A. Grant Jr.
David Casale
Andrew J. Savko
Mitchell Garber
Thomas Cuffaro
Vincent Giglio
John Wanalista
Juan Alvarez
Gail Conboy

Schedule 1.1(c)

Permitted Encumbrances

1. Interconnection Customer Security Reimbursement Agreement made as of the 14th day of June 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind I, LLC, Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, Beaver Creek Wind IV, LLC and [REDACTED]
2. Subordination Agreement dated as of June, 2018, by and among Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, Chafin Wind Energy, LLC, [REDACTED] and Caithness Beaver Creek, LLC
3. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind I, LLC and [REDACTED]
4. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind II, LLC and [REDACTED]
5. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind III, LLC and [REDACTED]
6. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind IV, LLC and [REDACTED]
7. Security Agreement dated as of June 14, 2018 between Chafin Wind Energy, LLC and General Electric Company
8. [REDACTED]
9. The following State of Delaware UCC-1 financing statements, amendments, and continuations:

Secured Party Name:	Debtor Company Name:	Date Filed:	Initial Filing No.:	Amend / Cont./Termination Filing No.	Filing Type:
[REDACTED]	Beaver Creek Wind I	06.20.18	2018 4227217		Initial
[REDACTED]	Beaver Creek Wind I	06.05.23	2018 4227217	2023 4029582	Amendment
[REDACTED]	Beaver Creek Wind I	06.05.23	2018 4227217	2023 4037536	Continuation
[REDACTED]	Beaver Creek Wind II	06.20.18	2018 4227514		Initial
[REDACTED]	Beaver Creek Wind II	06.06.23	2018 4227514	2023 4071766	Amendment
[REDACTED]	Beaver Creek Wind II	06.05.23	2018 4227514	2023 4037585	Continuation
[REDACTED]	Beaver Creek Wind III	06.20.18	2018 4227894		Initial
[REDACTED]	Beaver Creek Wind III	06.05.23	2018 4227894	2023 4029889	Amendment
[REDACTED]	Beaver Creek Wind III	06.05.23	2018 4227894	2023 4037577	Continuation
[REDACTED]	Beaver Creek Wind IV	06.20.18	2018 4228108		Initial
[REDACTED]	Beaver Creek Wind IV	06.05.23	2018 4228108	2023 4029848	Amendment
[REDACTED]	Beaver Creek Wind IV	06.05.23	2018 4228108	2023 4037528	Continuation
[REDACTED]	Chafin Wind Energy, LLC	06.05.23	2018 4346710	2023 4029855	Amendment



Chafin Wind Energy,
LLC

06.05.23

2018 4346710

2023 4037544

Continuation

Schedule 3.5

Seller Litigation

None.

Schedule 4.7(c)

Project Uses

1 - Installation of four (4) wind turbine generator foundations at the following locations:

1	45° 57' 37.65387878" N	109° 29' 13.20872133" W
2	45° 55' 01.41993535" N	109° 26' 24.88042577" W
3	45° 54' 51.79980655" N	109° 24' 14.22948357" W
4	45° 52' 13.77952662" N	109° 26' 52.65590764" W

2 - Farming and grazing by the landowners.

Schedule 4.7(i)

On-Site Construction

June to September 2023

- 1- Geotechnical investigation including borings for foundation design of wind turbines, substation, transmission line and buildings, as well as, electrical and thermal resistivity testing to support design of the underground collection system and substation.

Schedule 4.7(h)

Tax Assessments

The Site and the Sweet Grass County Real Property currently fall under agricultural classification.

Schedule 4.8

1. Consent of the Board of Directors of Caithness Energy, L.L.C.

Schedule 4.10(a)**Project Company Permits****Federal**

- 1) May 10, 2021 Federal Aviation Administration (FAA) Determination of No Hazard (DNH) letters (as extended September 9, 2022 through Mar. 22, 2024)

Stillwater County

- 1) Stillwater County Tax abatement resolutions 2023-21, 2023-22 (BCW II, II and IV)
- 2) May 2022 Stillwater County Conditional Use Permit (BCW II and III)
- 3) July 2023 Stillwater County Conditional Use Permit (BCW IV)
- 4) Impact Fee Agreements (BCW II, II and IV)
- 5) Noxious Weed Agreements (BCW II, II and IV)
- 6) Road Use Agreements (BCW II, II and IV)
- 7) Stillwater County Encroachment Permit #2023-17
- 8) Stillwater Conservation District 310 Permit Application #23-045R1 (for windfarm conduit boring)

Schedule 4.10(b)

Requested Permits

1. Stillwater County Conditional Use Permit (BCW II, III and IV; authorizing full Primary Project buildout and as applied or on August 24, 2023)

Schedule 4.10(c)

Required Permits

PART I - Closing Required Permits

Federal

- 1) May 10, 2021 Federal Aviation Administration (FAA) Determination of No Hazard (DNH) letters (as extended September 9, 2022 through Mar. 22, 2024)

County

- 1) Stillwater County Conditional Use Permit (BCW II, III and IV; as amended to authorize full Primary Project buildout)
- 2) Stillwater Conservation District 310 Permit Application #23-045R1 (for windfarm conduit boring)
- 3) Stillwater County Tax abatement resolutions 2023-21, 2023-22 (BCW II, II and IV)
- 4) May 2022 Stillwater County Conditional Use Permit (BCW II and III)
- 5) July 2023 Stillwater County Conditional Use Permit (BCW IV)
- 6) Impact Fee Agreements (BCW II, II and IV)
- 7) Noxious weed agreements (BCW II, II and IV)
- 8) Road Use Agreements (BCW II, II and IV)
- 9) Stillwater County Encroachment Permit #2023-17

PART II - Required Permits

Federal

- 1) Clean Water Act Section 404/10

State

- 1) Storm water Construction General Permit (CGP)¹
- 2) DEQ SWPPP/MPDES General Permit/DEQ 318 Authorization²
- 3) Building permits for Primary Project facilities (electrical, plumbing, structural, etc.)³
- 4) Water use permit⁴
- 5) Well drilling permit⁵
- 6) Department of Transportation oversize haul permits⁶
- 7) Department of Transportation encroachment permit (at Springtime Road exit)⁷
- 8) Decommissioning plan and bond

¹ NTD: BOP contractor responsibility.

² NTD: BOP contractor responsibility.

³ NTD: BOP contractor responsibility.

⁴ NTD: BOP contractor responsibility.

⁵ NTD: BOP contractor responsibility.

⁶ NTD: BOP contractor responsibility.

⁷ NTD: BOP contractor responsibility.

County

- 9) Road encroachment/crossing approvals for any additional road crossings/encroachments to be determined at final design⁸
- 10) Stillwater Conservation District 310 Permit for any additional stream crossings to be determined at final design
- 11) Sewer and septic for O&M building⁹
- 12) Air quality permit (as applicable)

⁸ NTD: BOP contractor responsibility.

⁹ NTD: BOP contractor responsibility.

Schedule 4.11

Material Project Contracts (other than Real Property Documents)

1. Standard Large Generator Interconnection Agreement (“LGIA”) between NorthWestern Corporation and Chafin Wind Energy, LLC dated June 12, 2018.
2. First Amendment to LGIA entered into on June 20, 2023.
3. NorthWestern Energy Project #300 Optional Interconnection Study dated April 21, 2022
4. NorthWestern Energy Project #300 Optional Study – Load Scenario – Revised dated May 12, 2021
5. Development Services Agreement dated as of November 1, 2016 by and between Beaver Creek Wind I, LLC and Caithness Beaver Creek, LLC¹⁰
6. Development Services Agreement dated as of November 1, 2016 by and between Beaver Creek Wind II, LLC and Caithness Beaver Creek, LLC¹¹
7. Development Services Agreement dated as of November 1, 2016 by and between Beaver Creek Wind III, LLC and Caithness Beaver Creek, LLC¹²
8. Development Services Agreement dated as of November 1, 2016 by and between Beaver Creek Wind IV, LLC and Caithness Beaver Creek, LLC¹³
9. Consulting Services Agreement by, between and among, Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, Beaver Creek Wind IV, LLC, and Sargent & Lundy, LLC, dated April 21, 2023.
10. Consulting Services Agreement, by and between Caithness Beaver Creek, LLC, and Integrated Ag Services, LLC, dated June 22, 2023
11. Consulting Services Agreement between Chafin, LLC and Caithness Beaver Creek, LLC dated June 1, 2016 as amended on March 23, 2020 and further amended on June 1, 2022*
12. Amended and Restated Master Wind Turbine Generator Equipment Supply Agreement by and among Caithness Energy, L.L.C., Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, General Electric International, Inc. and General Electric Company dated September 15, 2017*
13. Guaranty Agreement made as of the 15th of June, 2018, by [REDACTED] for the benefit of NorthWestern Corporation
14. Interconnection Customer Security Reimbursement Agreement made as of the 14th day of June 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind I, LLC, Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, Beaver Creek Wind IV, LLC and [REDACTED]

¹⁰ NTD: The Development Services Agreement will be terminated at Closing.

¹¹ NTD: The Development Services Agreement will be terminated at Closing.

¹² NTD: The Development Services Agreement will be terminated at Closing.

¹³ NTD: The Development Services Agreement will be terminated at Closing.

15. Subordination Agreement dated as of June, 2018, by and among Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC, Chafin Wind Energy, LLC [REDACTED] and Caithness Beaver Creek, LLC
16. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind I, LLC and [REDACTED]
17. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind II, LLC and [REDACTED]
18. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind III, LLC and [REDACTED]
19. Membership Interest Pledge Agreement dated the 14th of June, 2018, by and among Chafin Wind Energy, LLC, Beaver Creek Wind IV, LLC and [REDACTED]
20. Security Agreement dated as of June 14, 2018 between Chafin Wind Energy, LLC and [REDACTED]
21. Side Letter regarding GE's Consent to Material Amendments to LGIA dated June, 2018, between Chafin Wind Energy, LLC and [REDACTED]
22. Amended and Restated Limited Liability Company Agreement of Chafin Wind Energy, LLC made as of July 1, 2017 by Beaver Creek Wind I, LLC, Beaver Creek Wind II, LLC, Beaver Creek Wind III, LLC and Beaver Creek Wind IV, LLC and the First Amendment to the Amended and Restated Limited Liability Company Agreement of Chafin Wind Energy, LLC effective January 16, 2018
23. Purchase Order Number PO12373BC between Siemens Energy, Inc. and Caithness Montana Wind, LLC dated July 19, 2023
24. Master Lease Assignment Agreement dated as of November 7, 2016 by and between Caithness Beaver Creek, LLC, Chafin Montana Wind Energy Center, LLC and Beaver Creek Wind, LLC (Phase 1), as amended by that certain First Amendment to Master Lease Assignment Agreement dated as of November 7, 2016
25. Master Lease Assignment Agreement dated as of November 7, 2016 by and between Caithness Beaver Creek, LLC, Chafin Montana Wind Energy Center, LLC and Jon N. Chafin (Phase 2)

Schedule 4.12**Real Property Documents****BEAVER CREEK WIND I, LLC**

All in Sweet Grass County

Lessee	County	T	R	M	S	Quarter	Lease
Caithness Montana Wind, LLC	Sweet Grass County	3N	18E	MPM	32	All	Bays /Ballbach
Caithness Montana Wind, LLC	Sweet Grass County	3N	18E	MPM	33	All	Bays /Ballbach
Caithness Montana Wind, LLC	Sweet Grass County	2N	17E	MPM	1	W/2	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	17E	MPM	2	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	3N	17E	MPM	25	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	3N	18E	MPM	30	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	3N	18E	MPM	31	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	3N	17E	MPM	36	E/2	Cremer

BAYS LEASE

1. Wind Facilities Lease & Easement dated September 9, 2005, an Abstract of which was recorded as Document No. 329821 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 143171 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.
2. Extension of Wind Facilities Lease & Easement dated effective as of August 30, 2011 and not recorded.
3. Amendment & Second Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2013 and recorded as Document No. 360525 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 152945 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.
4. Third Amendment of Wind Facilities Lease and Easement dated effective as of August 1, 2013 and recorded as Document No. 363488 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. _____ of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.
5. Fourth Amendment of Wind Facilities & Easement dated effective as of November 7, 2016 and recorded as Document No. 367041 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 155132 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.
6. Fifth Amendment of Wind Facilities & Easement dated effective as of March 1, 2017 and recorded as Document No. 369458 of the records of the Office of Clerk and Recorder of Stillwater County, Montana and as Document No. 156265 in Book 75 MISC at page 807 of the records of the Office of the Clerk and Recorder of Sweet Grass County, Montana.

7. Sixth Amendment of Wind Facilities Lease & Easement dated July 1, 2021, an Abstract of which was recorded as Document No. 385413 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 162790 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.

CREMER LEASE

1. Wind Facilities Lease & Easement dated December 20, 2017, an Abstract of which was recorded as Document No. 371251 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 157094 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.
2. First Amendment of Wind Facilities Lease & Easement dated July 1, 2021, an Abstract of which was recorded as Document No. 385415 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana and as Document No. 162791 of the records of the Office of the Clerk and Records of Sweet Grass County, Montana.

BEAVER CREEK WIND II, LLC

Sweet Grass and Stillwater County

Lessee	County	T	R	M	S	Quarter	Lease
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	5	All	Bays /Ballbach
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	6	All	Bays /Ballbach
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	3	All	Brown Brothers
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	4	All	Brown Brothers
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	10	NE/4, N/2NW/4, SE/4NW/4, N/2SE/4	Brown Brothers
Caithness Montana Wind, LLC	Sweet Grass County	2N	17E	MPM	1	E/2	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	7	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	8	W/2, N1/2 of the NE1/4	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	17E	MPM	12	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	18	All	Cremer
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	13	All	Lee
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	14	S/2, NE/4, SE/4NW/4	Lee
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	14	N/2NW/4, SW/4NW/4	Phipps

Caithness Montana Wind, LLC	Stillwater County	2N	19E	MPM	18	All	Lee
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	10	S/2 of SE/4, SW/4 & SW/4 of NW/4	Phipps

BAYS LEASE

See description above.

BROWN BROTHERS LEASE

1. Wind Facilities Lease & Easement dated October 21, 2005 an Abstract of which was recorded as Document No. 33174 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
2. Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2011 and not recorded.
3. Amendment & Second Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2013, counterparts of which are recorded as Document No. 360526 and 360527 and 360528 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
4. Third Amendment of Wind Facilities Lease and Easement dated effective as of August 1, 2013, counterparts of which are recorded as Document No. 363486 and 363487 and 366353 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
5. Fourth Amendment of Wind Facilities & Easement dated effective as of November 7, 2016 and recorded as Document No. 367042 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
6. Fifth Amendment of Wind Facilities Lease and Easement dated effective as of July 1, 2021, an Abstract of which was recorded as Document No. 385414 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.

CREMER LEASE

See description above.

LEE LEASE

1. Wind Facilities Lease & Easement dated December 1, 2005 an Abstract of which was recorded as Document No. 324861 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
2. Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2011 and not recorded.
3. Amendment & Second Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2013 and recorded as Document No. 360530 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.

4. Third Amendment of Wind Facilities Lease and Easement dated effective as of August 1, 2013 and recorded as Document No. 363485 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
5. Fourth Amendment of Wind Facilities & Easement dated effective as of November 7, 2016 and recorded as Document No. 367039 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
6. Fifth Amendment of Wind Facilities Lease and Easement dated effective as of July 1, 2021, an Abstract of which was recorded as Document No. 385418 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.

PHIPPS LEASE

1. Wind Facilities Lease & Easement dated September 24, 2019, an Abstract of which was recorded as Document No. 376684 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
2. First Amendment of Wind Facilities Lease and Easement dated effective as of July 1, 2021, an Abstract of which was recorded as Document No. 385419 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.

BEAVER CREEK WIND III, LLC

All in Stillwater County

Lessee	County	T	R	M	S	Quarter	Lease
Caithness Montana Wind, LLC	Stillwater County	2N	19E	MPM	19	All	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	24	All	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	25	All	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	26	E/2NE/4, NW/4NE/4, NE/4NW/4	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	19E	MPM	30	All	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	19E	MPM	31	S/2, NW/4	Eder - BVR

EDER – BVR LEASE

1. Wind Facilities Lease & Easement dated December 1, 2005 an Abstract of which was recorded as Document No. 323753 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
2. Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2011 and not recorded.

3. Amendment & Second Extension of Wind Facilities Lease & Easement dated effective as of August 1, 2013 and recorded as Document No. 360529 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
4. Third Amendment of Wind Facilities Lease and Easement dated effective as of August 1, 2013 and recorded as Document No. 363484 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
5. Fourth Amendment of Wind Facilities & Easement dated effective as of November 7, 2016 and recorded as Document No. 367040 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.
6. Fifth Amendment of Wind Facilities Lease and Easement dated effective as of July 1, 2021, an Abstract of which was recorded as Document No. 385416 of the records of the Office of the Clerk and Recorder of Stillwater County, Montana.

BEAVER CREEK WIND IV, LLC

Stillwater and Sweet Grass Counties

Lessee	County	T	R	M	S	Quarter	Lease
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	15	All	Bays /Ballbach
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	9	N1/2	Brown Brothers
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	8	S1/2NE1/4, SE1/4	Cremer
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	9	S/2	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	17	All	Cremer
Caithness Montana Wind, LLC	Sweet Grass County	2N	18E	MPM	20	E/2	Cremer
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	21	All	Cremer
Caithness Montana Wind, LLC	Stillwater County	1N	18E	MPM	2	N/2, SE/4, E/2SW/4, NW/4SW/4	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	23	All	Eder - BVR
Caithness Montana Wind, LLC	Stillwater County	2N	18E	MPM	35	All	Eder - BVR

BAYS LEASE

See above

BROWN BROTHERS LEASE

See above

CREMER LEASE

See above

EDER – BRV LEASE

See above

Schedule 4.13

Intangible Personal Property

1. Wind data.

Schedule 4.18

Affiliate Transactions

