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201 South Main, Suite 2300
Salt Lake City, Utah 84111

August 20, 2010

IDAHO PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

Jean Jewell
Idaho Public Service Commission
472 W. Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

RE: Case No. PAC-E-10-05, Application of Rocky Mountain Power for Approval of Power Purchase Agreements

Dear Ms. Jewell:

Enclosed for filing in the above captioned matter, please find the original and seven (7) copies of Rocky Mountain Power's Application for Approval of Power Purchase Agreements. Also, enclosed are the two Power Purchase Agreements entered into between Rocky Mountain Power and Power County Wind Park North, LLC and Power County Wind Park South, LLC

Please contact Daniel Solander at (801)220-4014 if you have any questions.

Very truly yours,

Jeffrey K. Larsen
Vice President, Regulation

Enclosures

Cc: Peter J. Richardson
Gregory Adams

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Attorneys for Defendant PacifiCorp dba Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

WINDLAND, INC.,)
Complainant,) CASE NO. PAC-E-10-05
v.)
PACIFICORP,) APPLICATION OF ROCKY
Defendant) MOUNTAIN POWER FOR
) APPROVAL OF POWER
) PURCHASE AGREEMENTS
)

COMES NOW, PacifiCorp, d/b/a Rocky Mountain Power (“Rocky Mountain Power”), and pursuant to RP 52, hereby respectfully applies to the Idaho Public Utilities Commission (the “Commission”) for an Order approving two Power Purchase Agreements entered into between Rocky Mountain Power and Power County Wind Park North, LLC and Power County Wind Park South, LLC (the “LLCs”) dated August 18, 2010: the Power County Wind Park South Power Purchase Agreement and Power County

Wind Park North Power Purchase Agreement (collectively, the "PPAs"). The LLCs and Windland, Inc., support this Application. Rocky Mountain Power states as follows:

1. PacifiCorp, an Oregon corporation, is an electrical corporation and public utility doing business as Rocky Mountain Power in the state of Idaho and is subject to the jurisdiction of the Commission with regard to its public utility operations. PacifiCorp also provides retail electric service in the states of Utah, Oregon, Wyoming, Washington, and California.

2. Windland, Inc, is a California corporation ("Windland") and manager and sole member of the LLCs which are both Delaware limited liability companies.

3. On August 16, 2010, Rocky Mountain Power, Windland, and the LLCs entered into a Settlement and Release Agreement ("Settlement Agreement"). By its terms, the Settlement Agreement operates as a full and complete general release of Rocky Mountain Power by Windland and the LLCs from any and all claims, demands, actions, suits, and causes of action arising out of, or in any way related to the subject matter of Windland's complaint in IPUC Case No. PAC-E-10-05 filed on or about April 6, 2010 with regard to the Power County Wind Park North project and the Power County Wind Park South project. In addition, with regard to any qualifying facility projects presently or hereafter owned, controlled or promoted by the LLCs, by Windland, or by their affiliates, subsidiaries, successors or assigns, the Settlement Agreement operates as a full and complete general release of Rocky Mountain Power by the LLCs and Windland of any and all claims, demands, actions, suits, and causes of action

arising out of, or in any way related to the assertion that any such qualifying facility is entitled to published avoided cost rates in effect in Idaho prior to IPUC Order No. 31025. Windland has authorized Rocky Mountain Power to request that the Commission dismiss Windland's complaint with prejudice contingent on approval of the PPAs.

4. Concurrently with the execution of the Settlement Agreement, Rocky Mountain Power and the LLCs entered into two power purchase agreements for the purchase by Rocky Mountain Power of all of the output from two wind generating facilities owned by the LLCs (each a "Facility" or collectively, the "Facilities"): the Power County Wind Park South Power Purchase Agreement and Power County Wind Park North Power Purchase Agreement. The total nameplate capacity for each of the two Facilities is 21.780 megawatts. Average monthly output for each Facility will be below 10MW.

5. Paragraph 2.1 of the PPAs provides that each PPA will not become effective until the Commission has approved the PPA and determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by Rocky Mountain Power for purchasing capacity and energy from the LLCs are legitimate expenses, all of which the Commission will allow Rocky Mountain Power to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

6. The LLCs have elected December 31, 2011, as the Scheduled Commercial Operation Date for these Facilities. Various requirements have been

placed upon the LLCs in order for Rocky Mountain Power to accept energy deliveries from each Facility. Rocky Mountain Power will monitor compliance with these initial requirements. In addition, Rocky Mountain Power will monitor the ongoing requirements through the full term of the PPAs.

7. Windland and the LLCs have waived their claims to grandfathered rights to the avoided cost rates contained in Order No. 30744. The PPAs, as signed and submitted to the Commission, contain the Non-Levelized Published Avoided Cost Rates in conformity with Idaho Public Utilities Commission Order No. 31025. The \$6.50/MWh wind integration charge approved by the Commission and all other applicable interconnections charges and monthly operation and maintenance charges under the Generation Interconnection Agreement with PacifiCorp transmission will be assessed to the LLCs.

8. Section 11.1 of the PPAs, as signed and submitted to the Commission, provides for delay security of twenty-five dollars (\$25) multiplied by the maximum facility delivery rate measured in kilowatts. This results in delay security of \$544,500 under each PPA. Pursuant to Section 11.1.4 of each PPA, one quarter of the delay security is to be refunded to the Seller as each of four milestones are achieved. The approach to delay security contained in the PPAs has been agreed to by the Parties in compromise of Windland's pending Complaint in IPUC Case No. PAC-E-10-05. Rocky Mountain Power believes that these compromise terms regarding delay security serve the interests of Rocky Mountain Power's customers by eliminating the risk and uncertainty associated with IPUC Case No. PAC-E-10-05 and that the delay security compromise

contained in the PPAs is therefore reasonable and prudent. The approach to delay security described above has been agreed to in compromise of a pending complaint proceeding and is not intended to establish any precedent regarding delay security in any other power purchase agreement between Rocky Mountain Power and owners of qualifying facilities.

CONCLUSION

NOW, THEREFORE, based on the foregoing, Rocky Mountain Power respectfully requests that the Commission issue its Order:

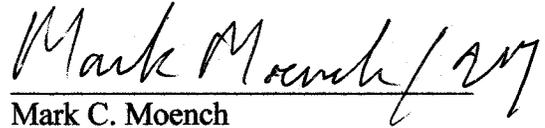
(1) Approving the PPAs between the LLCs and Rocky Mountain Power without change or conditions;

(2) Declaring that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by Rocky Mountain Power for purchasing capacity and energy from the LLCs are legitimate expenses, all of which the Commission will allow Rocky Mountain Power to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses; and

(3) Dismissing the Complaint filed by Windland against Rocky Mountain Power in Case No. PAC-E-10-05 with prejudice.

DATED this 20th day of August, 2010

Respectfully submitted,

A handwritten signature in black ink that reads "Mark Moench" followed by a stylized flourish or initials.

Mark C. Moench
Daniel Solander

Jeffrey S. Lovinger
Kenneth E. Kaufmann

Attorneys for Rocky Mountain
Power

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POWER PURCHASE AGREEMENT

BETWEEN

POWER COUNTY WIND PARK NORTH, LLC

[a non-fueled, on-system, Intermittent Resource with Mechanical Availability Guarantee,
Idaho Qualifying Facility—10aMW/Month or less]

AND

PACIFICORP

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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("Agreement"), entered into this 18th day of August, 2012, is between Power County Wind Park North, LLC, Delaware limited liability company (the "Seller") and PacifiCorp, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"). Seller and PacifiCorp are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Seller intends to construct, own, operate and maintain a wind facility, for the generation of electric power located in Power, County, Idaho with an expected Facility Capacity Rating of 21,780 kilowatts (kW) as further described in **Exhibit A** and **Exhibit B** ("Facility")

B. Seller has secured rights to deliver output from its Facility to PacifiCorp across interconnection facilities owned by Power County Wind Park South, LLC (a Qualifying Facility); Seller and Power County Wind Park South, LLC have agreed to allocate comingled line losses on those interconnection facilities as set forth in **Addendum L**.

C. Seller intends to operate the Facility as a Qualifying Facility, as such term is defined in Section 1.57 below, and to sell Net Output to PacifiCorp in Idaho.

D. Seller estimates that the average annual Net Output to be delivered by the Facility to PacifiCorp is 67,311,441 kilowatt-hours (kWh) ("**Average Annual Net Output**") pursuant to the monthly Energy Delivery Schedule in **Exhibit D** hereto, which amount of energy PacifiCorp will include in its resource planning.

E. Seller intends to sell and PacifiCorp intends to purchase all the Net Output from the Facility in accordance with the terms and conditions of this Agreement.

F. PacifiCorp intends to designate Seller's Facility as a Network Resource for the purposes of serving Network Load.

G. This Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised Protocol.

H. Seller has has not authorized Transmission Provider to release generation data to PacifiCorp. If yes, the authorization is attached as **Exhibit H**.

I. This Agreement is part of a compromise of a legal dispute between PacifiCorp and Seller. As such, this Agreement shall not establish any precedent regarding PacifiCorp's treatment of Qualifying Facilities.

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1 **“As-built Supplement”** shall be a supplement to **Exhibit A**, provided by Seller following completion of construction of the Facility, accurately describing the completed Facility.

1.2 **“Availability”** means, for any Billing Period, the ratio, expressed as a percentage, of (x) the aggregate sum of the turbine-minutes in which each of the Wind Turbines at the Facility was available to generate at the Maximum Facility Delivery Rate during the Billing Period over (y) the product of the number of Wind Turbines that comprise the Facility Capacity Rating as of Commercial Operation multiplied by the number of minutes in such Billing Period. A Wind Turbine shall be deemed not available to operate during minutes in which it is (a) in an emergency, stop, service mode or pause state; (b) in “run” status and faulted; or (c) otherwise not operational or capable of delivering at the Maximum Facility Delivery Rate to the Point of Delivery; unless if unavailable due solely to (i) a default by PacifiCorp; (ii) to the extent not caused by Seller’s actions, a curtailment in accordance with Section 6.3; (iii) insufficient or surplus wind (including the normal amount of time required by the generating equipment to resume operations following a period when wind speed is below the Cut-In Wind Speed or above the Cut-Out Wind Speed); (iv) a Planned Outage or Maintenance Outage in accordance with Section 6.5.1 or 6.5.2 (respectively) up to a maximum of 36 hours per Wind Turbine per year; or (v) Force Majeure events under Section 15.1.

1.3 **“Billing Period”** means the time period between PacifiCorp's reading of its power purchase meter at the Facility and for this Agreement shall coincide with calendar months.

1.4 **“Business Day”** means any calendar day, from 8 a.m. to 5 p.m. prevailing Mountain Time on which banks in the State of Idaho are required to be open for business except Saturday and Sunday.

1.5 **“Commercial Operation”** means that not less than the 90% of the expected Facility Capacity Rating is fully operational and reliable and the Facility is fully interconnected, fully integrated, and synchronized with the System, all of which shall be Seller’s responsibility to receive or obtain, and which occurs when all of the following events (i) have occurred, and (ii) remain simultaneously true and accurate as of the date and moment on which Seller gives PacifiCorp notice that Commercial Operation has occurred:

1.5.1 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer (a) stating the Facility Capacity Rating of the Facility at the anticipated time of Commercial Operation and (b) stating that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement.

1.5.2 Start-Up Testing of the Facility has been completed in accordance with **Exhibit E**.

1.5.3 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, an attorney in good standing in Idaho, or a letter from

Transmission Provider, stating that, in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with the System in conformance with the Generation Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement, and the Facility is fully integrated and synchronized with the System.

1.5.4 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, or an attorney in good standing in Idaho, stating that Seller has obtained all Required Facility Documents and, if requested by PacifiCorp in writing, Seller shall have provided copies of any or all such requested Required Facility Documents.

1.5.5 Seller has complied with the security requirements of Section 11.

1.5.6 Network Resource Designation and Transmission Service Request.

- (a) Seller has provided all data required by the Transmission Provider to enable the Facility to be designated as a Network Resource in accordance with the Tariff.
- (b) PacifiCorp has received confirmation from the Transmission Provider that the Facility has been designated as a Network Resource.
- (c) Seller has provided all data required for PacifiCorp to submit a transmission service request for the Facility pursuant to the Tariff.
- (d) PacifiCorp has received confirmation from the Transmission Provider that the transmission service request has been granted in sufficient capacity to meet or exceed the Maximum Facility Delivery Rate and the Seller has paid all costs associated with any requirements of the transmission service request.

1.6 **“Commercial Operation Date”** means the date, as designated by PacifiCorp pursuant to Section 2.4, the Facility first achieves Commercial Operation.

1.7 **“Commission”** means the Idaho Public Utilities Commission.

1.8 **“Conforming Energy”** means all Net Energy except Non-Conforming Energy.

1.9 **“Conforming Energy Purchase Price”** means the applicable price for Conforming Energy and capacity, specified in Section 5.1.

1.10 **“Contract Year”** means a twelve (12) month period commencing at 00:00 hours Mountain Prevailing Time (“MPT”) on January 1 and ending on 24:00 hours MPT on December 31; *provided, however*, that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the Expiration Date, unless earlier terminated as provided herein.

1.11 **“Cut-in Wind Speed”** means the predicted wind speed at which a stationary wind turbine begins producing Net Energy, as specified by the turbine manufacturer and set forth in **Exhibit A**.

1.12 **“Cut-out Wind Speed”** means the predicted wind speed at which an operating Wind Turbine stops producing Net Energy due to excess wind speed, as specified by the turbine manufacturer and set forth in **Exhibit A**.

1.13 **“Delay Liquidated Damages”, “Delay Daily Minimum”, “Delay Period”, “Delay Price” and “Delay Volume”** shall have the meanings set forth in Section 2.5 of this Agreement. **“Delay Security”** shall have the meaning set forth in Section 11.1.1 of this Agreement.

1.14 **“Default Security”** shall have the meaning set forth in Section 11.2 of this Agreement.

1.15 **“Effective Date”** shall have the meaning set forth in Section 2.1 of this Agreement.

1.16 **“Energy Delivery Schedule”** shall have the meaning set forth in Section 4.3 of this Agreement.

1.17 **“Environmental Attributes”** means any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water, which are deemed of value by PacifiCorp. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) Production Tax Credits or certain other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility, (ii) matters designated by PacifiCorp as sources of liability, or (iii) adverse wildlife or environmental impacts.

1.18 **“Environmental Contamination”** means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of federal, state or local laws or regulations, and present a material risk under federal, state or local laws and regulations that the Premises will not be available or usable for the purposes contemplated by this Agreement.

1.19 **“Expiration Date”** shall have the meaning set forth in Section 2.1 of this Agreement.

1.20 **“Facility”** is defined in Recital A of this Agreement.

1.21 **“Facility Capacity Rating”** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.22 **“Force Majeure”** has the meaning set forth in Section 15.1.

1.23 **“Forced Outage”** means an outage that requires removal of one or more Wind Turbines from service, another outage state or a reserve shutdown state before the end of the next weekend. Maintenance Outages and Planned Outages are not Forced Outages.

1.24 **“Generation Interconnection Agreement”** means the generation interconnection agreement entered into separately between Seller and Transmission Provider, as applicable, specifying the Point of Delivery and providing for the construction and operation of the Interconnection Facilities.

1.25 **“Governmental Authority”** means any supranational, federal, state or other political subdivision thereof, having jurisdiction over Seller, PacifiCorp or this Agreement, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other entity owned or controlled by any of the foregoing.

1.26 **“Hazardous Materials”** means any waste or other substance that is listed, defined, designated or classified as or determined to be hazardous under or pursuant to any environmental law or regulation.

1.27 **“Inadvertent Energy”** means: (1) energy delivered to the Point of Delivery in excess of the Maximum Monthly Purchase Obligation; and (2) energy delivered to the Point of Delivery at a rate exceeding the Maximum Facility Delivery Rate on an hour-averaged basis. Inadvertent Energy is not included in Net Energy.

1.28 **“Index Price”**, for each day, shall mean the weighted average of the average Peak and Off-Peak firm energy market prices, as published in the *Intercontinental Exchange (ICE) Day Ahead Power Price Report* for the Palo Verde Hub. For Sunday and NERC holidays, the 24-Hour Index Price shall be used, unless ICE shall publish a Firm On-Peak and Firm Off-Peak Price for such days for Palo Verde, in which event such indices shall be utilized for such days. If the ICE index or any replacement of that index ceases to be published during the term of this Agreement, PacifiCorp shall select as a replacement a substantially equivalent index that, after any appropriate or necessary adjustments, provides the most reasonable substitute for the index in question. PacifiCorp's selection shall be subject to Seller's consent, which Seller shall not unreasonably withhold, condition or delay.

1.29 **“Initial Year Energy Delivery Schedule”** shall have the meaning set forth in Section 4.3.1.

1.30 **“Interconnection Facilities”** means all the facilities and ancillary equipment used to interconnect the Facility to the System, as defined in the Generation Interconnection Agreement.

1.31 **“Letter of Credit”** means an irrevocable standby letter of credit in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder. Such letter of credit shall be provided by an institution that is a United States office of a commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof, with a credit rating on its long-term senior unsecured debt of at least “A” from Standard & Poor’s and “A2” from Moody’s Investor Services, and having assets of at least \$10,000,000,000 (net of reserves).

1.32 **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Idaho, who has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation and/or opinion, who has no economic relationship, association, or nexus with the Seller, and who is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations and opinions required by this Agreement shall not constitute a prohibited economic relationship, association or nexus with the Seller, so long as such engineer has no other economic relationship, association or nexus with the Seller.

1.33 **“Maintenance Outage”** means any outage of one or more Wind Turbines that is not a Forced Outage or a Planned Outage. A Maintenance Outage is an outage that can be deferred until after the end of the next weekend, but that requires that the Wind Turbine(s) be removed from service before the next Planned Outage. A Maintenance Outage may occur any time during the year and must have a flexible start date.

1.34 **“Material Adverse Change”** shall mean, with respect to the Seller, if the Seller, in the reasonable opinion of PacifiCorp, has experienced a material adverse change in ability to fulfill its obligations under this Agreement.

1.35 **“Maximum Facility Delivery Rate”** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point of Delivery, as specified in Exhibit A, and in compliance with the Generation Interconnection Agreement.

1.36 **“Maximum GIA Delivery Rate”** means the maximum rate (kW) at which the Generator Interconnection Agreement allows the Facility to deliver energy to the Point of Delivery and is set forth in Exhibit A.

1.37 **“Maximum Monthly Purchase Obligation”** means the maximum amount of energy PacifiCorp is obligated to purchase under this Agreement in a calendar month. In accordance with Commission Order No. 29632, the Maximum Monthly Purchase Obligation for a given month, in kWh, shall equal 10,000 kW multiplied by the total number of hours in that month and prorated for any partial month.

1.38 **"Nameplate Capacity Rating"** means the maximum instantaneous generating capacity of any qualifying small power or cogeneration generating unit supplying all or part of the energy sold by the Facility, expressed in MW or kW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in a notice from Seller to PacifiCorp delivered before the Commercial Operation Date and, if applicable, updated in the As-built Supplement.

1.39 **"NERC"** means the North American Electric Reliability Corporation.

1.40 **"Net Energy"** means the energy component, in kWh, of Net Output. Net Energy does not include Inadvertent Energy.

1.41 **"Net Output"** means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Delivery, less any station use not provided by the Facility. Net Output does not include Inadvertent Energy.

1.42 **"Network Resource"** shall have the meaning set forth in the Tariff.

1.43 **"Network Service Provider"** means PacifiCorp Transmission, as a provider of network service to PacifiCorp under the Tariff.

1.44 **"Non-Conforming Energy"** means Net Output produced by the Facility prior to the Commercial Operation Date.

1.45 **"Non-Conforming Energy Purchase Price"** means the applicable price for Non-Conforming Energy and capacity, specified in Section 5.1.

1.46 **"Off-Peak Hours"** means all hours of the week that are not On-Peak Hours.

1.47 **"On-Peak Hours"** means hours from 7:00 a.m. to 11:00 p.m. Mountain Prevailing Time, Monday through Saturday, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.

1.48 **"Output Shortfall"** and **"Output Shortfall Damages"** shall have the meanings set forth in Section 4.5 of this Agreement.

1.49 **"PacifiCorp"** is defined in the first paragraph of this Agreement, and excludes PacifiCorp Transmission.

1.50 **"PacifiCorp Transmission"** means PacifiCorp, an Oregon corporation, acting in its interconnection and transmission function capacity.

1.51 **"Planned Outage"** means an outage of one or more Wind Turbines of predetermined duration that is scheduled in Seller's Energy Delivery Schedule. Boiler overhauls, turbine overhauls or inspections are typical planned outages. Maintenance Outages and Forced Outages are not Planned Outages.

1.52 **"Point of Delivery"** means the high side of the generation step-up transformer(s) located at the point of interconnection between the Facility and the System, as specified in the Generation Interconnection Agreement and in **Exhibit B**.

1.53 **"Premises"** means the real property on which the Facility is or will be located, as more fully described on **Exhibit A**.

1.54 **"Prime Rate"** means the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by JPMorgan Chase & Co. If a JPMorgan Chase & Co. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.

1.55 **"Production Tax Credits"** means production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the term hereof or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from wind resources and any correlative state tax credit determined by reference to renewable electric energy produced from wind resources for which the Facility is eligible. Production Tax Credits do not include any tax credit determined by reference to investment.

1.56 **"Prudent Electrical Practices"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

1.57 **"QF"** means **"Qualifying Facility"**, as that term is defined in the version of FERC Regulations (codified at 18 CFR Part 292) in effect on the date of this Agreement.

1.58 **"Required Facility Documents"** means all deeds, titles, leases (including Wind Leases), licenses, permits, authorizations, and agreements demonstrating that seller controls the necessary property rights and government authorizations to construct, operate, and maintain the Facility, including without limitation those set forth in **Exhibit C**.

1.59 **"Requirements of Law"** means any applicable and mandatory (but not merely advisory) federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.60 “**Scheduled Commercial Operation Date**” means the date by which Seller promises to achieve Commercial Operation, as specified in Section 2.2.6.

1.61 “**Scheduled Monthly Energy Delivery**” means the Net Energy scheduled to be delivered during a given calendar month, as specified by Seller in the Energy Delivery Schedule.

1.62 “**Seller’s Forecast-Cost Share**” and “**Seller’s Capped Forecast-Cost Share**” shall have the meanings set forth in Sections 8.2 and 8.3 respectively.

1.63 “**Subsequent Energy Delivery Schedule**” shall have the meaning set forth in Section 4.3.3.

1.64 “**System**” means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include, after construction and installation of the Facility, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the Generation Interconnection Agreement.

1.65 “**Tariff**” means the PacifiCorp Transmission FERC Electric Tariff Seventh Revised Volume No.11 Pro Forma Open Access Transmission Tariff or the Transmission Provider’s corresponding FERC tariff or both, as revised from time to time.

1.66 “**Transmission Provider**” means PacifiCorp Transmission or a successor, including any regional transmission organization (“**RTO**”).

1.67 “**Wind Leases**” means the memoranda of wind lease and redacted wind leases recorded in the county in which the Facility is located in connection with the development of the Facility, as the same may be supplemented, amended, extended, restated, or replaced from time to time.

1.68 “**Wind Turbine**” means a Vestas V100, 1.8 megawatt wind turbine. At its full Facility Capacity Rating, the Facility will consist of 12 Wind Turbines.

SECTION 2: TERM, COMMERCIAL OPERATION DATE

2.1 This Agreement shall become effective after execution by both Parties and after approval by the Commission (“**Effective Date**”); *provided*, however, this Agreement shall not become effective until the Commission has determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the costs incurred by PacifiCorp for purchases of capacity and energy from Seller are legitimate expenses, all of which the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses. PacifiCorp shall seek such Commission approval promptly upon execution of this Agreement.

Unless earlier terminated as provided herein, the Agreement shall remain in effect until 24:00 MPT December 31, 2031 (“**Expiration Date**”).

2.2 Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to achieve Commercial Operation by the Scheduled Commercial Operation Date is critically important. Therefore,

2.2.1 By **June 1, 2011**, Seller shall obtain and provide to PacifiCorp copies of all governmental permits and authorizations necessary for construction of the Facility.

2.2.2 By the date 30 calendar days after the Effective Date, Seller shall provide Delay Security required under Section 11.1.1, as applicable.

2.2.3 At least ten business days prior to delivery of any energy from the Facility to PacifiCorp, Seller shall provide PacifiCorp with an executed Generation Interconnection Agreement.

2.2.4 Prior to Commercial Operation Date, Seller shall provide Default Security required under Section 11.2, as applicable.

2.2.5 Prior to Commercial Operation Date, Seller shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

2.2.6 By **24:00 MPT December 31, 2011**, Seller shall achieve Commercial Operation ("**Scheduled Commercial Operation Date**").

2.3 Beginning on the first day of the first month following the Effective Date, Seller shall provide PacifiCorp a one-page monthly update by e-mail on the progress of the milestones in Section 2.2.

2.4 Establishing Commercial Operation. To achieve Commercial Operation, Seller must provide, subject to PacifiCorp's written approval which will not be unreasonably withheld, written notice to PacifiCorp stating when Seller believes that the Facility has achieved Commercial Operation accompanied by the certificates described in Section 1.5. PacifiCorp's approval, if given, shall designate the Commercial Operation Date. In no event will delay in achieving the Scheduled Commercial Operation Date postpone the Expiration Date specified in Section 2.1.

2.5 Delay Damages. Seller shall cause the Facility to achieve Commercial Operation on or before the Scheduled Commercial Operation Date. If Commercial Operation occurs after the Scheduled Commercial Operation Date, Seller shall be liable to pay PacifiCorp delay damages for the number of days ("**Delay Period**") the Commercial Operation Date occurs after the Scheduled Commercial Operation Date, until the earlier of occurrence of the Commercial Operation Date or the termination of this Agreement ("**Delay Liquidated Damages**"). Billings and payments for Delay Liquidated Damages shall be made in accordance with Section 11.1.

2.5.1 Delay Liquidated Damages. Delay Liquidated Damages equals the sum of: for each day in the Delay Period, the greater of (1) the Delay Daily Minimum or (2) the Delay Price times the Delay Volume

Where:

“**Delay Daily Minimum**” equals (a) for the first 90 calendar days following the Scheduled Commercial Operation Date: one-ninetieth (1/90th) of twenty-five dollars (\$25) multiplied by the Maximum Facility Delivery Rate with the Maximum Facility Delivery Rate being measured in kW; (b) after the 90th calendar day following the Scheduled Commercial Operation date: \$0.

“**Delay Price**” equals the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices; and

“**Delay Volume**” equals the applicable Scheduled Monthly Energy Delivery divided by the number of days in that month.

2.5.2 Appropriateness of Damages. The Parties agree that the damages PacifiCorp would incur due to delay in the Facility achieving Commercial Operation on or before the Scheduled Commercial Operation Date would be difficult or impossible to predict with certainty, and that the Delay Liquidated Damages are an appropriate approximation of such damages.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

3.1.1 PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.

3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.4 Subject to Commission approval, the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.

3.1.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by

bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2 Seller represents, covenants, and warrants to PacifiCorp that:

3.2.1 Seller is a limited liability company duly organized and validly existing under the laws of Idaho.

3.2.2 Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required regulatory authority to make wholesale sales from the Facility.

3.2.3 Seller's shareholders, directors, and officers have taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.2.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.

3.2.5 This Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2.6 The Facility is and shall for the term of this Agreement continue to be a QF. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission self-certification to PacifiCorp prior to PacifiCorp's execution of this Agreement. At any time PacifiCorp has reason to believe during the term of this Agreement that Seller's status as a QF is in question, PacifiCorp may require Seller to provide PacifiCorp with a written legal opinion from an attorney in good standing in the state of Idaho and who has no economic relationship, association or nexus with the Seller or the Facility, stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.

3.2.7 Neither the Seller nor any of its principal equity owners is or has within the past two (2) years been the debtor in any bankruptcy proceeding, is unable to pay its bills in the ordinary course of its business, or is the subject of any legal or

regulatory action, the result of which could reasonably be expected to impair Seller's ability to own and operate the Facility in accordance with the terms of this Agreement.

3.2.8 Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

3.2.9 Seller is not in default under any of its other agreements and is current on all of its financial obligations.

3.2.10 Seller owns, and will continue to own for the term of this Agreement, all right, title and interest in and to the Facility, free and clear of all liens and encumbrances other than liens and encumbrances related to third-party financing of the Facility.

3.2.11 In entering into this Agreement and the undertaking by Seller of the obligations set forth herein, Seller has investigated and determined that it is capable of performing hereunder and, except for reliance upon PacifiCorp expertise in relation to Generation Interconnection related issues, has not relied upon the advice, experience or expertise of PacifiCorp in connection with the transactions contemplated by this Agreement.

3.2.12 All professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement have been solely those of Seller.

3.2.13 All leases of real property required for the operation of the Facility or the performance of any obligations of Seller hereunder are set forth and accurately described in **Exhibit C**. Upon request by PacifiCorp, Seller shall provide copies of the Wind Leases to PacifiCorp.

3.2.14 All information about the Facility set forth in **Exhibit A**, **Exhibit B**, and **Exhibit C** has been verified by Seller and is accurate to the best of its knowledge.

3.3 Notice. If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties in this Section 3 to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

SECTION 4: DELIVERY OF POWER; AVAILABILITY GUARANTY

4.1 Delivery and Acceptance of Net Output. Unless otherwise provided herein, PacifiCorp will purchase and Seller will sell all Net Output from the Facility.

4.2 No Sales to Third Parties. During the term of this Agreement, Seller shall not sell any Net Output from the Facility to any entity other than PacifiCorp.

4.3 Energy Delivery Schedule. Seller shall prepare and provide to PacifiCorp, on an ongoing basis, a written schedule of Net Energy expected to be delivered by the Facility ("**Energy Delivery Schedule**"), in accordance with the following:

4.3.1 During the first twelve full calendar months following the Commercial Operation Date, Seller predicts that the Facility will produce and deliver the following monthly amounts ("**Initial Year Energy Delivery Schedule**"):

<u>Month</u>	<u>Energy Delivery (kWh)</u>
January	6,919,152
February	6,387,656
March	6,912,781
April	5,924,079
May	5,239,214
June	4,048,629
July	3,831,940
August	3,694,149
September	4,575,147
October	5,276,801
November	6,250,831
December	7,251,062

4.3.2 Seller may revise the Initial Year Energy Delivery Schedule any time prior to the Commercial Operation Date.

4.3.3 Beginning at the end of the ninth full calendar month of operation, and at the end of every third month thereafter, Seller shall supplement the Energy Delivery Schedule with three additional months of forward estimates (which shall be appended to this Agreement as **Exhibit D**) ("**Subsequent Energy Delivery Schedule**"), such that the Energy Delivery Schedule will provide at least three months of scheduled energy estimates at all times. Seller shall provide Subsequent Energy Delivery Schedules no later than 5:00 pm of the 5th day after the due date. If Seller does not provide a Subsequent Energy Delivery Schedule by the above deadline, scheduled energy for the omitted period shall equal the amounts scheduled by Seller for the same three-month period during the previous year.

4.3.4 Upon and after the Commercial Operation Date, Seller may no longer revise the Energy Delivery Schedule for the first six full calendar months of

Commercial Operation. After 5:00 p.m. MPT of the fifth business day following the end of the third full calendar month of Commercial Operation and the end of each third calendar month thereafter, Seller may no longer revise the Energy Delivery Schedule for the six calendar months immediately following such third month. Subject to the foregoing restrictions in this Section 4.3.4, Seller may revise the Energy Delivery Schedule for any unrestricted month by providing written notice to PacifiCorp. Failure to provide timely written notice of changed amounts will be deemed to be an election of no change.

4.4 Minimum Availability Obligation. Seller shall cause the Facility to achieve the following Availability during each month of the Agreement (“Guaranteed Availability”):

Number of calendar months elapsed after the Commercial Operation Date (COD):	Guaranteed Availability
Up to 3 months after COD:	55%
More than 3 months up to 6 months after COD:	70%
Greater than 6 months after COD:	85%

As used above, “calendar month” includes the first month, or partial month, after the Commercial Operation Date, and each subsequent calendar month (e.g. June, July, etc.).

4.5 Liquidated Damages for Output Shortfall. If the Availability in any given month falls below the Guaranteed Availability, the resulting shortfall shall be expressed in kWh as the “Output Shortfall.” The Output Shortfall shall be calculated in accordance with the following formula:

$$\text{Output Shortfall} = \frac{(\text{Guaranteed Availability} - \text{Availability}) * \text{Scheduled Monthly Energy Delivery}}{\text{Scheduled Monthly Energy Delivery}}$$

Seller shall pay PacifiCorp for any Output Shortfall at the lower of (1) the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices; or (2) the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices (“Output Shortfall Damages”).

$$\text{Output Shortfall Damages} = \text{Output Shortfall} * \text{Output Shortfall Price}$$

Where:

$$\text{Output Shortfall Price} = (\text{Index Price} - \text{Weighted Average CEPP}), \text{ except that if Output Shortfall Price} < 0, \text{ then Output Shortfall Price} = 0$$

Shortfall Price = 0, and except that if Output Shortfall Price > Weighted Average CEPP, then Output Shortfall Price = Weighted Average CEPP

Weighted Average CEPP = the weighted average On-Peak and Off-Peak Conforming Energy Purchase Prices for the month of Output Shortfall

If an Output Shortfall occurs in any given month, Seller may owe PacifiCorp liquidated damages. Each Party agrees and acknowledges that (a) the damages that PacifiCorp would incur due to the Facility's failure to achieve the Guaranteed Availability would be difficult or impossible to predict with certainty, and (b) the liquidated damages contemplated in this Section 4.5 are a fair and reasonable calculation of such damages.

4.6 Audit Rights. In addition to data provided under Sections 9.3 and 9.4, PacifiCorp shall have the right, but not the obligation, to audit the Facility's compliance with its Guaranteed Availability using any reasonable methods. Seller agrees to retain all performance related data for the Facility for a minimum of three years, and to cooperate with PacifiCorp in the event PacifiCorp decides to audit such data.

SECTION 5: PURCHASE PRICES

5.1 Energy Purchase Price. Except as provided in Section 5.3, PacifiCorp will pay Seller Conforming Energy or Non-Conforming Energy Purchase Prices for Net Output adjusted for the month and On-Peak Hours or Off-Peak Hours and the wind integration cost using the following formulae, in accordance with Commission Order Nos. 30423, 31025, and 31021:

Conforming Energy Purchase Price = $(AR_{ce} * MPM) - WIC$

Non-Conforming Energy Purchase Price = $(AR_{nce} * MPM) - WIC$

Where:

AR_{ce} = Conforming Energy annual rate from Table 1, below, for the year of the Net Output.

AR_{nce} = *the lower of:*
85% of the Conforming Energy annual rate from Table 1 below, for the year of Net Output

or

85% of average of the daily Index Price for each day of the month, or portion of month, of Net Output.

MPM = monthly On-Peak or Off-Peak multiplier from Table 2, below, that corresponds to the month of the Net Output and whether the Net Output occurred during On-Peak Hours or Off-Peak Hours.

WIC = \$6.50/MWh, the wind integration cost prescribed in Commission Order No. 31021.

Example calculations are provided in **Exhibit G**.

Table 1: Conforming Energy Annual Rates (from Commission Order No. 31025)*

Year	Conforming Energy Annual Rate (AR _{ce}) \$/MWh
2011	60.24
2012	63.97
2013	67.51
2014	71.32
2015	75.40
2016	77.76
2017	80.07
2018	82.58
2019	85.05
2020	87.61
2021	90.63
2022	93.78
2023	97.05
2024	100.44
2025	103.98
2026	106.98
2027	110.07
2028	113.26
2029	116.56
2030	119.95
2031	124.51

Table 2: Monthly On-Peak/Off-Peak Multipliers (from Commission Order No. 30423)

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%

* If Seller has elected levelized pricing for Net Output, additional security requirements in Section 11.2 apply.

October	115%	105%
November	110%	96%
December	129%	120%

5.2 Payment. For each Billing Period in each Contract Year, PacifiCorp shall pay Seller as follows:

For delivery of Conforming Energy:

$$\text{Payment} = (\text{CEnergy}_{\text{On-Peak}} * \text{CEPPrice}_{\text{On-Peak}} / 1000) + (\text{CEnergy}_{\text{Off-Peak}} * \text{CEPPrice}_{\text{Off-Peak}} / 1000)$$

For delivery of Non-Conforming Energy:

$$\text{Payment} = (\text{NCEnergy}_{\text{On-Peak}} * \text{NCEPPrice}_{\text{On-Peak}} / 1000) + (\text{NCEnergy}_{\text{Off-Peak}} * \text{NCEPPrice}_{\text{Off-Peak}} / 1000)$$

Where:

CEnergy	=	Conforming Energy in kWh
CEPPrice	=	Conforming Energy Purchase Price in \$/MWh
NCEnergy	=	Non-Conforming Energy in kWh
NCEPPrice	=	Non-Conforming Energy Purchase Price in \$/MWh
On-Peak	=	the corresponding value for On-Peak Hours
Off-Peak	=	the corresponding value for Off-Peak Hours

5.3 Inadvertent Energy. PacifiCorp may accept Inadvertent Energy at its sole discretion, but will not purchase or pay for Inadvertent Energy.

SECTION 6: OPERATION AND CONTROL

6.1 As-Built Supplement. Upon completion of any construction affecting the Facility, Seller shall provide PacifiCorp an As-built Supplement bearing the stamp of a Licensed Professional Engineer that accurately depicts the Facility as built. The As-built Supplement must be reviewed and approved by PacifiCorp, which approval shall not unreasonably be withheld, conditioned or delayed.

6.2 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the

provisions of this Section 6 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

6.3 Curtailement. PacifiCorp shall not be obligated to purchase, receive, pay for, or pay any damages associated with, Net Output (or associated Production Tax Credits or Environmental Attributes) if such Net Output (or associated Production Tax Credits or Environmental Attributes) is not delivered to the System or Point of Delivery due to any of the following: (a) the interconnection between the Facility and the System is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement, (b) the Transmission Provider or Network Service Provider directs a general curtailment, reduction, or redispatch of generation in the area (which would include the Net Output) for any reason, even if such curtailment or redispatch directive is carried out by PacifiCorp, which may fulfill such directive by acting in its sole discretion; or if PacifiCorp curtails or otherwise reduces the Net Output in order to meet its obligations to the Transmission Provider or Network Service Provider to operate within System limitations, (c) the Facility's Output is not received because the Facility is not fully integrated or synchronized with the System, or (d) an event of Force Majeure prevents either Party from delivering or receiving Net Output. Seller shall reasonably determine the MWh amount of Net Output curtailed pursuant to this Section 6.3 after the fact based on the amount of energy that could have been generated at the Facility and delivered to PacifiCorp as Net Output but that was not generated and delivered because of the curtailment. Seller shall determine the quantity of such curtailed energy based on (x) the time and duration of the curtailment period and (y) wind conditions recorded at the Facility during the period of curtailment and the power curve specified by the manufacturer for the Wind Turbines as shown in **Exhibit A**. Seller shall promptly provide PacifiCorp with access to such information and data as PacifiCorp may reasonably require to confirm to its reasonable satisfaction the amount of energy that was not generated or delivered because of a curtailment described in this Section 6.3.

6.4 PacifiCorp as Merchant. Seller acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser under this Agreement, has no responsibility for or control over PacifiCorp Transmission or any successor Transmission Provider.

6.5 Outages.

6.5.1 Planned Outages. Except as otherwise provided herein, Seller shall not schedule Planned Outage during any portion of the months of November, December, January, February, June, July, and August, except to the extent a Planned Outage is reasonably required to enable a vendor to satisfy a guarantee requirement in a situation in which the vendor is not otherwise able to perform the guarantee work at a time other than during one of the months specified above. Seller shall, in **Exhibit D**, provide PacifiCorp with an annual forecast of total Facility curtailment (MW) due to Planned Outages for each hour of each scheduling week (Monday-Sunday) of the Contract Year at least one (1) month, but no more than three (3) months, before the first day of that Contract Year,

and shall promptly update such schedule, or otherwise change it, only to the extent that Seller is reasonably required to change it in order to comply with Prudent Electrical Practices. Seller shall notify PacifiCorp of any deviation to the annual Planned Outage schedule, above, on the Monday preceding the scheduling week in which the sooner of the following will occur: (a) the outage as predicted in the Planned Outage schedule; or (b) the outage per Seller's revised plans. Such notice shall consist of a Monday-Sunday, hourly spreadsheet showing the revised total Facility curtailment (MW) for that scheduling week. Seller shall not schedule any maintenance of Interconnection Facilities during such months, without the prior written approval of PacifiCorp, which approval may be withheld by PacifiCorp in its sole discretion.

6.5.2 Maintenance Outages. If Seller reasonably determines that it is necessary to schedule a Maintenance Outage, Seller shall notify PacifiCorp of the proposed Maintenance Outage as soon as practicable but in any event at least five (5) days before the outage begins (or such shorter period to which PacifiCorp may reasonably consent in light of then existing wind conditions). Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of Seller and the service obligations of PacifiCorp. Seller shall take all reasonable measures and use best efforts consistent with Prudent Electrical Practices to not schedule any Maintenance Outage during the following periods: [June 15 through June 30, July, August, and September 1 through September 15]. Seller shall include in such notice of a proposed Maintenance Outage the expected start date and time of the outage, the amount of generation capacity of the Facility that will not be available, and the expected completion date and time of the outage. Seller may provide notices under this Section 6.5.2 orally. Seller shall confirm any such oral notification in writing as soon as practicable. PacifiCorp shall promptly respond to such notice and may request reasonable modifications in the schedule for the outage. Seller shall use all reasonable efforts to comply with PacifiCorp's request to modify the schedule for a Maintenance Outage if such modification has no substantial impact on Seller. Seller shall notify PacifiCorp of any subsequent changes in generation capacity of the Facility during such Maintenance Outage and any changes in the Maintenance Outage completion date and time. Seller shall take all reasonable measures and exercise its best efforts consistent with Prudent Electrical Practices to minimize the frequency and duration of Maintenance Outages.

6.5.3 Forced Outages. Seller shall promptly provide to PacifiCorp an oral report, via telephone to a number specified by PacifiCorp, of any Forced Outage of the Facility. Such report shall include the amount of generation capacity of the Facility that will not be available because of the Forced Outage and the expected return date and time of such generation capacity. Seller shall promptly update the report as necessary to advise PacifiCorp of changed circumstances. If the Forced Outage resulted in more than 15% of the Facility Capacity Rating of the Facility being unavailable, Seller shall confirm the oral report in writing as soon as practicable. Seller shall take all reasonable measures and exercise its best efforts consistent with Prudent Electrical Practices to avoid Forced Outages and to minimize their duration.

6.5.4 Notice of Deratings and Outages. Without limiting other notice requirements, Seller shall notify PacifiCorp, via telephone to a number specified by PacifiCorp, of any limitation, restriction, derating or outage known to Seller that affects the generation capacity of the Facility in an amount greater than five percent (5%) of the Facility Capacity Rating for the following day. Seller shall promptly update such notice to reflect any material changes to the information in such notice.

6.5.5 Effect of Outages on Estimated Output. Seller shall factor Planned Outages and Maintenance Outages that Seller reasonably expects to encounter in the ordinary course of operating the Facility into the Scheduled Monthly Energy Delivery amounts in the Energy Delivery Schedule set forth in **Exhibit D**.

6.6 Scheduling.

6.6.1 Daily Scheduling. [not applicable]

6.6.2 Cooperation and Standards. With respect to any and all scheduling requirements in this Agreement, (a) Seller shall cooperate with PacifiCorp with respect to scheduling Net Output, and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising hereunder.

6.6.3 Schedule Coordination. If, as a result of this Agreement, PacifiCorp is deemed by an RTO to be financially responsible for Seller's performance under the Generation Interconnection Agreement due to Seller's lack of standing as a "scheduling coordinator" or other RTO recognized designation, qualification or otherwise, then (a) Seller shall acquire such RTO recognized standing (or shall contract with a third party who has such RTO recognized standing) such that PacifiCorp is no longer responsible for Seller's performance under the Generation Interconnection Agreement, and (b) Seller shall defend, indemnify and hold PacifiCorp harmless against any liability arising due to Seller's performance or failure to perform under the Generation Interconnection Agreement or RTO requirement.

6.7 Delivery Exceeding the Maximum GIA Delivery Rate. Seller shall not deliver energy from the Facility to the Point of Delivery at a rate that exceeds the Maximum GIA Delivery Rate. Seller's failure to limit such deliveries to the Maximum GIA Delivery Rate shall be a breach of a material obligation subject to Section 12.1.8.

6.8 Access Rights. Upon reasonable prior notice and subject to the prudent safety requirements of Seller, and Requirements of Law relating to workplace health and safety, Seller shall provide PacifiCorp and its authorized agents, employees and inspectors ("PacifiCorp Representatives") with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any acceptance tests, (c) for purposes of implementing Section 4.6, and (d) for other reasonable purposes at the reasonable request of PacifiCorp. PacifiCorp shall release Seller against and from any and all any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal resulting from actions or omissions by any of the PacifiCorp

Representatives in connection with their access to the Facility, except to the extent that such damages are caused or by the intentional or grossly negligent act or omission of Seller.

SECTION 7: MOTIVE FORCE

Prior to the execution of this Agreement, Seller provided to PacifiCorp Wind Leases and a motive force plan including an hourly wind profile acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit F-1**, together with a certification from a Licensed Professional Engineer to PacifiCorp attached hereto as **Exhibit F-2**, certifying that the implementation of the fuel or motive force plan can reasonably be expected to provide fuel or motive force to the Facility for the duration of this Agreement adequate to generate power and energy in quantities necessary to deliver the Average Annual Net Output.

SECTION 8: GENERATION FORECASTING COSTS

8.1 Forecast Service Election. PacifiCorp may, in its discretion, add forecasting services for Seller's Facility to PacifiCorp's existing contract with a qualified wind-energy-production forecasting vendor, which contract and vendor may change during the term of this Agreement.

8.2 Seller's Forecast-Cost Share. Pursuant to Commission Order No. 30497, Seller shall be responsible for 50% of PacifiCorp's cost of adding such forecasting services ("Seller's Forecast-Cost Share") up to Seller's Capped Forecast-Cost Share.

8.3 Cap on Seller's Forecast-Cost Share. Seller's Forecast-Cost Share for a given Contract Year is capped at 0.1% of total payments made by PacifiCorp to Seller for Net Output during the previous Contract Year ("Seller's Capped Forecast-Cost Share"). If the last Contract Year of this Agreement is shorter than a full calendar year, the cap will be prorated for that shortened year. For the year(s) prior to the second Contract Year of this agreement that equals a full calendar year, Seller's Forecast-Cost Share is capped at 0.1% of estimated payments for Net Output based on the Energy Delivery Schedule.

8.4 Payment. Seller shall pay to PacifiCorp Seller's Forecast-Cost Share uncapped by Section 8.3 for each Contract Year in equal payments for each month of such year except the last month of such year. (For example, in a Contract Year equaling a full calendar year, Seller would pay 1/11th of Seller's Forecast-Cost Share during each of the first 11 months.) In the last month of each Contract Year, PacifiCorp shall refund to Seller the amount paid by Seller under this Section in excess, if any, of Seller's Capped Forecast-Cost Share. For a Contract Year encompassed by just one calendar month, Seller's payment to PacifiCorp and PacifiCorp's refund to Seller shall be calculated and paid simultaneously. To the extent practicable, payments and refunds under this Section shall be included in monthly payments and invoices under Section 10.

SECTION 9: METERING; REPORTS AND RECORDS

9.1 **Metering Adjustment.** Metering will be performed at the location and in the manner specified in **Exhibit B** and the Generator Interconnection Agreement. All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of power flowing into the System at the Point of Delivery.¹ The loss adjustment shall be a reduction of 2% of the kWh energy production recorded on the Facility output meter until actually measured and calibrated at the meter by PacifiCorp Transmission and documented in a signed letter to Seller from PacifiCorp's QF Contracts Administrator.

9.2 **Metering Errors.** If any inspections or tests made pursuant to the Generator Interconnection Agreement discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three Billing Periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered.

9.3 **Telemetering.** In accordance with the Generation Interconnection Agreement, Seller shall provide telemetering equipment and facilities capable of transmitting to Transmission Provider (who will share it with PacifiCorp as authorized by **Exhibit H**, "Seller Authorization to Release Generation Data to PacifiCorp") the following information concerning the Facility on a real-time basis, and will operate such equipment when requested by PacifiCorp to indicate:

- (a) instantaneous MW output at the Point of Delivery;
- (b) Net Output;
- (c) the Facility's total instantaneous generation capacity; and
- (d) wind velocity at turbine hub height.

Seller shall also transmit to PacifiCorp any other data from the Facility that Seller receives on a real-time basis, including meteorological data, wind speed data, wind direction data and gross output data. Seller shall provide such real-time data to PacifiCorp in the same detail that Seller receives the data (e.g., if Seller receives the data in four second intervals, PacifiCorp shall also receive the data in four second intervals). PacifiCorp shall have the right from time to time to require Seller to provide additional telemetering equipment and facilities to the extent necessary and reasonable.

¹ If station service is supplied via separate facilities, PacifiCorp will deduct station service from the metered facility output to calculate Net Output.

9.4 Monthly Reports and Logs and Other Information.

9.4.1 Reports. Within thirty (30) calendar days after the end of each Billing Period, Seller shall provide to PacifiCorp a report in electronic format, which report shall include (a) summaries of the Facility's wind and output data for the Billing Period in intervals not to exceed one hour (or such shorter period as is reasonably possible with commercially available technology), including information from the Facility's computer monitoring system; (b) summaries of any other significant events related to the construction or operation of the Facility for the Billing Period; (c) details of Availability of the Facility for the Billing Period sufficient to calculate Availability and including hourly average wind velocity measured at turbine hub height and ambient air temperature; and (d) any supporting information that PacifiCorp may from time to time reasonably request (including historical wind data for the Facility).

9.4.2 Electronic Fault Log. Seller shall maintain an electronic fault log of operations of the Facility during each hour of the term of this Agreement commencing on the Commercial Operation Date. Seller shall provide PacifiCorp with a copy of the electronic fault log within thirty (30) calendar days after the end of the Billing Period to which the fault log applies.

9.4.3 Upon the request of PacifiCorp, Seller shall provide PacifiCorp the manufacturers' guidelines and recommendations for maintenance of the Facility equipment.

9.4.4 By each January 10 following the Commercial Operation Date, Seller shall provide to PacifiCorp written certification that Seller has completed all the manufacturers' guidelines and recommendations for maintenance of the Facility equipment applicable to the previous calendar year.

9.4.5 At any time from the Effective Date, one (1) year's advance notice of the termination or expiration of any agreement, including Wind Leases, pursuant to which the Facility or any equipment relating thereto is upon the Facility site; provided that the foregoing does not authorize any early termination of any land lease.

9.4.6 As soon as it is known to Seller, Seller shall disclose to PacifiCorp, the extent of any material violation of any environmental laws or regulations arising out of the construction or operation of the Facility, or the presence of Environmental Contamination at the Facility or on the Premises, alleged to exist by any Governmental Authority having jurisdiction over the Premises, or the present existence of, or the occurrence during Seller's occupancy of the Premises of, any enforcement, legal, or regulatory action or proceeding relating to such alleged violation or alleged presence of Environmental Contamination presently occurring or having occurred during the period of time that Seller has occupied the Premises.

9.5 Maintenance of Metering Equipment. To the extent not otherwise provided in the Generator Interconnection Agreement, PacifiCorp shall inspect, test, repair and replace the metering equipment periodically, or at the request of Seller if Seller has reason to believe

metering may be off and requests an inspection in writing. To the extent not otherwise provided in the Generator Interconnection Agreement, all PacifiCorp's costs relating to designing, installing, maintaining, and repairing metering equipment installed to accommodate Seller's Facility shall be borne by Seller.

SECTION 10: BILLINGS, COMPUTATIONS AND PAYMENTS

10.1 Payment for Net Output. On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Net Output to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the parties related to this Agreement, the Generation Interconnection Agreement, or the Facility. Any such offsets shall be separately itemized on the statement accompanying each payment to Seller.

10.2 Corrections. PacifiCorp shall have up to thirty-six (36) months to adjust any payment made pursuant to Section 10.1. In the event PacifiCorp determines it has overpaid Seller (for Inadvertent Energy, calibration error, or otherwise), PacifiCorp may adjust Seller's future payment accordingly in order to correct the error in a reasonable time.

10.3 Annual Invoicing for Output Shortfall. Thirty calendar days after the end of each Contract Year, PacifiCorp shall deliver to Seller an invoice showing PacifiCorp's computation of Output Shortfall, if any, for all Billing Periods in the prior Contract Year and Output Shortfall Damages, if any. In preparing such invoices, PacifiCorp shall utilize the meter data provided to PacifiCorp for the Contract Year in question, but may also rely on historical averages and such other information as may be available to PacifiCorp at the time of invoice preparation if the meter data for such Contract Year is then incomplete or otherwise not available. To the extent required, PacifiCorp shall prepare any such invoice as promptly as practicable following its receipt of actual results for the relevant Contract Year. Seller shall pay to PacifiCorp, by wire transfer of immediately available funds to an account specified in writing by PacifiCorp or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice, and shall within 120 days after receiving the invoice raise any objections regarding any disputed portion of the invoice. Objections not made by Seller within the 120-day period shall be deemed waived.

10.4 Interest on Overdue Amounts. Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; *provided, however*, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

10.5 Disputed Amounts. If either Party, in good faith, disputes any amount due pursuant to an invoice rendered hereunder, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Except with respect to invoices provided under Section 10.2, any such notice shall be provided within two (2) years of the date of the invoice in which the error first occurred. If any amount disputed by such Party is

determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within five (5) days after such determination or resolution, along with interest in accordance with Section 10.4.

SECTION 11: SECURITY

11.1 Delay Security:

11.1.1 **Duty to Post Security.** By the date provided in Section 2.2.2, Seller shall post a Letter of Credit, cash or a parental guaranty, each in a form acceptable to PacifiCorp, in the amount of \$544,500, as calculated pursuant to Section 11.1.2 (“**Delay Security**”). To the extent PacifiCorp receives payment from the Delay Security, Seller shall, within fifteen (15) calendar days, restore the Default Security as if no such deduction had occurred.

11.1.2 **Calculation of Delay Security.** The dollar value of Delay Security specified in Section 11.1.1 shall equal twenty-five dollars (\$25) multiplied by the Maximum Facility Delivery Rate with the Maximum Facility Delivery Rate being measured in kW. .

11.1.3 **Right to Draw on Security.** PacifiCorp shall have the right to draw on the Delay Security to collect Delay Liquidated Damages. Commencing on or about first of each month, PacifiCorp will invoice Seller for Delay Liquidated Damages incurred, if any, during the preceding month. If insufficient Delay Security is available, Seller shall pay PacifiCorp for invoiced Delay Liquidated Damages no later than five business days after receiving such invoice. The Parties will make billings and payments for Delay Liquidated Damages in accordance with Section 10.

11.1.4 **Partial Release of Delay Security.** Provided that Seller has maintained Delay Security in accordance with Section 11.1.1, PacifiCorp shall release one-fourth of the original amount of Delay Security stated in Section 11.1.1 each time Seller accomplishes a milestone (a), (b), or (c), below:

- (a) Seller has executed the Generation Interconnection Agreement with Transmission Provider;
- (b) Seller has poured the concrete foundation at each of its planned individual wind turbine locations;
- (c) Seller has received written approval from the Transmission Provider to interconnect the Facility at the Maximum Facility Delivery Rate.

PacifiCorp shall make the partial refund of Delay Security required above within ten business days of the date Seller provides PacifiCorp written notice (along with satisfactory documentation thereof) that it has accomplished milestone (a), (b), or (c).

11.1.5 Full Release of Delay Security. Unless PacifiCorp disputes whether Seller has paid all Delay Liquidated Damages, PacifiCorp shall release all remaining Delay Security upon the earlier of the 30th calendar day following commencement of Commercial Operation or the 60th calendar day following PacifiCorp's termination of this Agreement.

11.1.6 Default. Seller's failure to post and maintain Delay Security in accordance with Section 11.1 will constitute an event of default, unless cured in accordance with Section 12.1.1 of this Agreement.

11.2 Default Security (Levelized Pricing Only). If Seller has adopted levelized pricing for Net Output, Seller will provide security to PacifiCorp pursuant to Commission Order Nos. 21690, 21800, 29482, 29587 and related orders ("**Default Security**") as set forth in Addendum ___ [this sub-Section 11.2 not applicable].

SECTION 12: DEFAULTS AND REMEDIES

12.1 The following events shall constitute defaults under this Agreement:

12.1.1 Non-Payment. A Party's failure to make a payment when due under this Agreement or post and maintain security in conformance with the requirements of Section 11 or maintain insurance in conformance with the requirements of Section 14 of this Agreement, if the failure is not cured within ten (10) business days after the non-defaulting Party gives the defaulting Party a notice of the default.

12.1.2 Breach of Representation. Breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice.

12.1.3 Default on Other Agreements. Seller's failure to cure any default under the Generation Interconnection Agreement or any other agreement between the parties related to this Agreement, the Generation Interconnection Agreement, or the Facility within the time allowed for a cure under such agreement or instrument.

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

12.1.5 Material Adverse Change. A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, within fifteen (15) days from the date of such request.

12.1.6 Sale to Third-Party. Seller's sale of Net Output to an entity other than PacifiCorp, as prohibited by Section 4.2.

12.1.7 Non-Delivery. Unless excused by an event of Force Majeure, Seller's failure to deliver any Net Energy for three consecutive calendar months.

12.1.8 A Party otherwise fails to perform any material obligation (including but not limited to failure by Seller to meet any deadline set forth in Section 2.2) imposed upon that Party by this Agreement if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; *provided, however,* that, upon written notice from the defaulting Party, this thirty (30) day period shall be extended by an additional ninety (90) days if (a) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (b) the default is capable of being cured within the additional ninety (90) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

12.2 In the event of any default hereunder, the non-defaulting Party must notify the defaulting Party in writing of the circumstances indicating the default and outlining the requirements to cure the default. If the default has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement. The rights provided in this Section 12 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

12.3 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output from the facility using the same motive force to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller do so subject to the terms of this Agreement, including but not limited to the purchase prices as set forth in (Section 5), until the Expiration Date (as set forth in Section 2.1). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

12.4 If this Agreement is terminated as a result of Seller's default, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), Seller shall pay PacifiCorp Output Shortfall Damages for a period of twelve (12) months from the date of termination plus the estimated administrative cost to acquire the replacement power. The Parties agree that the damages PacifiCorp would incur due to termination resulting from Seller's default would be difficult or impossible to predict with certainty, and that the damages in this Section 12.4 are an appropriate approximation of such damages.

12.5 Recoupment of Damages.

- (a) Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.

- (b) Default Security Unavailable. If Seller has not posted Default Security, or if PacifiCorp has exhausted the Default Security, PacifiCorp may collect any remaining amount owing by partially withholding future payments to Seller over a reasonable period of time. PacifiCorp and Seller shall work together in good faith to establish the period, and monthly amounts, of such withholding so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility.

12.6 Upon an event of default or termination event resulting from default under this Agreement, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract(s) or agreement(s) between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

12.7 Amounts owed by Seller pursuant to this Section 12 shall be due within five (5) business days after any invoice from PacifiCorp for the same.

SECTION 13: INDEMNIFICATION; LIABILITY

13.1 Indemnities.

13.1.1 Indemnity by Seller. Seller shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy delivered by Seller under this Agreement to and at the Point of Delivery, (b) any facilities on Seller's side of the Point of Delivery, (c) Seller's operation and/or maintenance of the Facility, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, Seller or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives.

13.1.2 Indemnity by PacifiCorp. PacifiCorp shall release, indemnify and hold harmless Seller, its directors, officers, agents, lenders and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with the energy delivered by Seller under this Agreement after the Point of Delivery, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property, excepting only such loss, claim, action or suit as may be

caused solely by the fault or gross negligence of Seller, its directors, officers, employees, agents, lenders or representatives.

13.2 No Dedication. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

13.3 No Warranty. Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by PacifiCorp and PacifiCorp makes no warranties, expressed or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including, but not limited to, safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

13.4 CONSEQUENTIAL DAMAGES. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

SECTION 14: INSURANCE

14.1 Certificates. Prior to connection of the Facility to the System, Seller shall secure and continuously carry insurance in compliance with the requirements of this Section. Seller shall provide PacifiCorp insurance certificate(s) (of "ACORD Form" or the equivalent) certifying Seller's compliance with the insurance requirements hereunder. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

14.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-VII" by the A.M. Insurance Reports the insurance coverage specified below:

14.2.1 Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 per occurrence to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

14.2.2 All Risk Property insurance providing coverage in an amount at least equal to 80% of the replacement value of the Facility against "all risks" of physical loss or damage, including coverage for earth movement, flood, and boiler and machinery. The Property policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. The Risk Policy will be maintained in accordance with terms available in the insurance market for similar facilities.

14.3 The Commercial General Liability policy required herein shall include (i) provisions or endorsements naming PacifiCorp, its Board of Directors, Officers and employees as additional insureds, and (ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

14.4 All liability policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without (i) ten (10) business days prior written notice to PacifiCorp if canceled for nonpayment of premium, or (ii) thirty (30) business days prior written notice to PacifiCorp if canceled for any other reason.

14.5 Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Seller for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

SECTION 15: FORCE MAJEURE

15.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the reasonable control of the Seller or of PacifiCorp which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority or other Governmental Authority which is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force to operate the Facility or changes in market conditions that affect the price of energy or transmission. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

15.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the

particulars of the occurrence, including the start date of the Force Majeure, the cause of Force Majeure, whether the Facility remains partially operational and the expected end date of the Force Majeure;

15.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure;

15.1.3 the non-performing Party uses its best efforts to remedy its inability to perform; and

15.1.4 the non-performing Party shall provide prompt written notice to the other Party at the end of the Force Majeure event detailing the end date, cause there of, damage caused there by and any repairs that were required as a result of the Force Majeure event, and the end date of the Force Majeure.

15.2 No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.

15.3 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

SECTION 16: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Seller includes two or more parties, each such party shall be jointly and severally liable for Seller's obligations under this Agreement.

SECTION 17: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state of Idaho, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

SECTION 18: PARTIAL INVALIDITY

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties to this Agreement.

SECTION 19: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

SECTION 20: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

PacifiCorp's compliance with the terms of this Agreement is conditioned on Seller's submission to PacifiCorp prior to the Commercial Operation Date and Seller's maintenance thereafter of copies of all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility.

SECTION 21: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, except that no assignment hereof by either Party shall become effective without the written consent of both Parties being first obtained. Such consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction. Further notwithstanding the foregoing, any entity with which PacifiCorp may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without further act, and without need of consent or approval by the Seller, succeed to all of PacifiCorp's rights, obligations, and interests under this Agreement. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. PacifiCorp shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

SECTION 22: ENTIRE AGREEMENT

22.1 This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of Net Output from the Facility. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

22.2 By executing this Agreement, each Party releases the other from any claims, known or unknown, that may have arisen prior to the execution date of this Agreement with respect to the Facility and any predecessor facility proposed to have been constructed on the site of the Facility.

SECTION 23: NOTICES

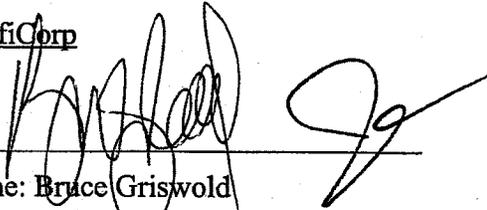
All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 5380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Power County Wind Park North Attn: Roald Doskeland Windland Inc. 7669 W. Riverside Drive Suite 102 Boise, Idaho 83714 Phone: (208) 377-7777 Fax: (208) 375-2894
All Invoices:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same as above
Scheduling:	Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	Same as above
Payments:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same as above
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	To be provide in a separate letter
Credit and Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813-5609	Same as above
With Additional Notices of an Event of Default or Potential Event of Default to:	Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-6761	Same as above

The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

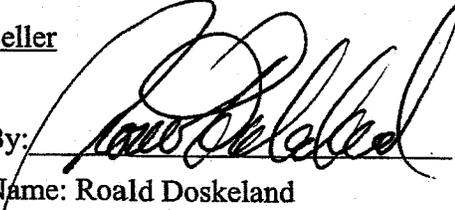
PacifiCorp

By: 

Name: Bruce Griswold

Title: Director, Short Term Origination
and QF Contracts

Seller

By: 

Name: Roald Doskeland

Title: President, Windland Inc.
Manager, Power County Wind Park
North, LLC

RECEIVED

EXHIBIT A

DESCRIPTION OF SELLER'S FACILITY 2010 AUG 25 AM 8:13

IDAHO PUBLIC UTILITIES COMMISSION

Seller's Facility consists of twelve (12) wind turbine generator(s) manufactured by Vestas. More specifically, each generator at the Facility is described as:

Type (synchronous or inductive): Inductive

PAC-E-10-05

Model: Vestas V100, 1.8 MW

Number of Phases: 3

Rated Output (kW): 1,815

Rated Output (kVA): 2000@0.9 inductive

Rated Voltage (line to line):

Rated Current (A): Stator: ___ A; Rotor: ___ A

Maximum kW Output: 1,815 kW **Maximum kVA Output:** ___ kVA

Minimum kW Output: 0 kW

Manufacturer's Guaranteed Cut-in Wind Speed: 3 m/s

Manufacturer's Guaranteed Cut-out Wind Speed: 20 m/s

Facility Capacity Rating: 21,780 kW

Maximum Facility Delivery Rate: 21,780 kW at

Maximum GIA Delivery Rate: tbd kW [specify whether rate is instantaneous or hour-averaged]

Describe (1) any differences between the maximum output of the generator(s) and their Nameplate Capacity Rating(s) and (2) any differences between the Facility Capacity Rating, the Maximum Facility Delivery Rate, and the Maximum GIA Delivery Rate:

Station service requirements, and other loads served by the Facility, if any, are described as follows: Station Service is estimated to be 220kW, line losses and transformer losses are estimated to be 1,100 kW.

Location of the Facility: The Facility is located in Power County, Idaho. The location is more particularly described as follows:

North: T8S, R31E, Section 13 and T8S, R32E, Sections 6,7,8,17,18

Power factor requirements: tbd in GIA

Attach documentation of the power curve for the generator (see below)

Wind speed [m/s]	Air density kg/m ³													
	1.225	0.95	0.975	1	1.025	1.05	1.075	1.1	1.125	1.15	1.175	1.2	1.25	1.275
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	13	9	9	9	10	10	11	11	11	12	12	13	14	15
4	112	80	83	86	89	92	95	98	101	104	106	109	115	118
5	260	198	203	209	215	220	226	232	237	243	248	254	265	271
6	462	356	365	375	385	395	404	414	424	433	443	453	472	481
7	736	563	579	595	611	626	642	658	673	689	705	720	751	767
8	1108	856	879	902	925	948	971	994	1017	1040	1063	1086	1131	1153
9	1524	1212	1243	1273	1304	1335	1363	1392	1421	1449	1474	1499	1547	1570
10	1766	1566	1591	1616	1641	1666	1682	1699	1716	1733	1744	1755	1773	1780
11	1811	1764	1772	1779	1786	1794	1797	1800	1803	1807	1808	1809	1812	1813
12	1815	1808	1810	1811	1812	1814	1814	1814	1815	1815	1815	1815	1815	1815
13	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
14	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
15	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
16	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
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20	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
21	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT B

POINT OF DELIVERY / PARTIES' INTERCONNECTION FACILITIES

1. The Point of Delivery will be the high-side of Seller's 34.5/230kV transformer interconnecting between structures 53 and 55 on the Brady-Treasureton 230kV transmission line. Point of Metering for PCWP North is above the disconnect switch for Collector circuit feeder #1.
2. Single line drawing of Facility is attached. There are no transmission facilities on Seller's side of the Point of Delivery.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

Qualifying Facility Number from FERC: North – QF 10-349-000

The following Documents are required to complete this project:

Generation Interconnection Agreement

Turbine commissioning certifications from the turbine manufacturer

Easements:

1. Memorandum of Lease, Kopp et al, instrument # 195132
2. Memorandum of Lease, Deeg et al, instrument #185679
3. Memorandum of Lease Amendment, Deeg et al, instrument # 195134
4. Memorandum of Lease, Isaak et al, instrument # 185678
5. Memorandum of Lease Amendment, Isaak et al, instrument # 195136
6. Memorandum of Lease, Meadows et al, instrument # 194226
7. Memorandum of Lease Amendment, Meadows et al, instrument # 195131

Permits (if required by the following agencies):

- Special Use Permit from Power County Planning and Zoning
- Power County Highway District Access Permit
- Southeast District Health Department Septic Permit
- Idaho Division of Building Safety Electrical Permit
- Idaho Transportation Department, Division of Aeronautics, FAA Form 7460
- Idaho Transportation Department, Overlegal load Permit
- Idaho Department of Environmental Quality, Dredge and Fill Permit
- FAA Form 7460-1 and 7460-2 for each turbine
- US Army Corp of Engineers, Section 404 Clean Water Act
- US Environmental Protection Agency, Construction General Permit/Notice of Intent

Agreement between Power County Wind Park North and Power County Wind Park South granting Power County Wind Park North rights to use interconnection facilities owned by Power County Wind Park South to deliver Net Output

EXHIBIT D
ENERGY DELIVERY SCHEDULE

Power County Wind Park North, LLC		
	Scheduled Monthly Energy Delivery	Ave kW/mo
January	6,919,152	9,300
February	6,387,656	9,505
March	6,912,781	9,291
April	5,924,079	8,228
May	5,239,214	7,042
June	5,048,629	7,012
July	3,831,940	5,150
August	3,694,149	4,965
September	4,575,147	6,354
October	5,276,801	7,092
November	6,250,831	8,682
December	7,251,062	9,746
TOTAL:	67,311,441	7,684

EXHIBIT E

START-UP TESTING

Required factory testing includes such checks and tests necessary to determine that the equipment systems and subsystems have been properly manufactured and installed, function properly, and are in a condition to permit safe and efficient start-up of the Facility, which may include but are not limited to:

1. Test of mechanical and electrical equipment;
2. Calibration of all monitoring instruments;
3. Operating tests of all valves, operators, motor starters and motor;
4. Alarms, signals, and fail-safe or system shutdown control tests;
5. Point-to-point continuity tests;
6. Bench tests of protective devices; and
7. Tests required by manufacturer(s) and designer(s) of equipment.

Required start-up tests are those checks and tests necessary to determine that all features and equipment, systems, and subsystems have been properly installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PacifiCorp's electrical system, which may include but are not limited to:

1. Turbine/generator mechanical runs and functionality;
2. System operation tests;
3. Brake tests;
4. Energization of transformers;
5. Synchronizing tests (manual and auto);
6. Excitation and voltage regulation operation tests;
7. Auto stop/start sequence;
8. Completion of any state and federal environmental testing requirements; and
9. Tests required by manufacturer(s) and designer(s) of equipment.

For wind projects only, the following Wind Turbine Generator Installation Checklists are required documents to be signed off by Manufacturer or Subcontract Category Commissioning Personnel as part of the Commissioning and startup testing:

Turbine Installation
Foundation Inspection
Controller Assembly
Power Cables

Cable Installation Checklists including:

Controller
Top Deck / Yaw Deck
Tower Top Section / Saddle
Mid Section Cables or buss bars
Base Section

Tower Base Section
Tower Lights and Outlets
Tower Mid Section
Tower Top Section
Nacelle
Rotor

**EXHIBIT F-1
MOTIVE FORCE PLAN**

WIND SPEED DATA SUMMARIES & HOURLY WIND PROFILE

Windland has collected wind data at the sites of Power County Wind Park North and South since 2002. Data have been collected on multiple met masts and site analyses have been performed by Garrad Hassan, WindLogics, 3 Tier, Ron Nierenburg and V-bar LLC. The attached 12x24 table was based on an analysis of wind data collected on site between January 2005 and December 2009. The basic analytical method employed was Measure-Correlate-Predict (MCP). The site observations were correlated with data collected at the Pocatello airport to provide long term wind speed adjustments. Monthly averages, diurnal variations and long term averages were used to produce site frequency distributions including the 12x24 array attached.

**12x24 production (KWH) for Power County Wind
Park North**

(MST)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	9345	10349	9406	8587	7357	7521	5881	5718	7480	7931	9406	10328
1	9693	9591	9652	8689	7070	7603	5451	5287	7418	6988	9283	10267
2	9898	9652	9714	8464	7275	7111	5205	5574	7050	7213	8996	9673
3	10062	9324	9611	8136	7234	6865	4939	5431	6599	7275	8218	9099
4	9488	9140	9468	8156	6701	6660	4652	4693	6414	7152	7849	9160
5	9857	10021	9857	7828	6763	6742	3853	4406	6312	6886	7992	9119
6	9693	9755	9509	7418	6230	6168	4365	4160	6066	7111	8095	9652
7	9755	9755	9037	7111	5615	5677	3730	4099	5144	6455	7726	9632
8	9591	9980	8750	6947	5390	5595	3012	3443	4652	6332	7603	9488
9	9468	9898	8402	6742	5840	5677	3381	3299	4611	5861	7951	9673
10	9201	9427	9181	7705	6394	5820	3853	3299	4344	5595	7910	9878
11	9140	8996	10021	8095	6845	6476	3791	3771	4447	5779	8013	9242
12	8566	8976	10083	8382	7091	6681	4283	4836	5000	6066	8156	9058
13	8443	8709	9775	8648	7173	7132	4857	4734	5861	6927	8115	8443
14	8136	8607	9468	8320	7459	7623	5472	5799	6189	6988	8156	8976
15	8238	8095	9591	8361	7849	8197	6230	5963	6537	7132	7951	8750
16	8546	8095	9386	8074	7767	8566	5881	6291	6353	7582	8197	9488
17	9099	8443	8771	8464	7275	7808	6127	5615	6025	7521	9037	10349
18	8955	9242	8832	8648	7009	7377	6168	5267	7050	8054	9529	10390
19	8935	9529	8730	8648	7398	6640	6189	5718	7418	8361	9878	10226
20	9201	10042	8648	8791	7890	7459	6763	6312	7890	8033	9775	10451
21	9447	10656	8668	8709	8156	7521	6660	6865	7787	7992	10062	10759
22	9939	10554	9037	9140	7623	7562	6250	6312	7480	7357	10123	10328
23	9878	10656	8771	8853	7132	7336	6271	5902	7951	7152	9755	10820

EXHIBIT F-2

ENGINEER'S CERTIFICATION

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;

_____ [Licensed Professional Engineer's certification]

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 67,311,441 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;

_____ [Licensed Professional Engineer's certification]

(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

_____ [Licensed Professional Engineer's certification]

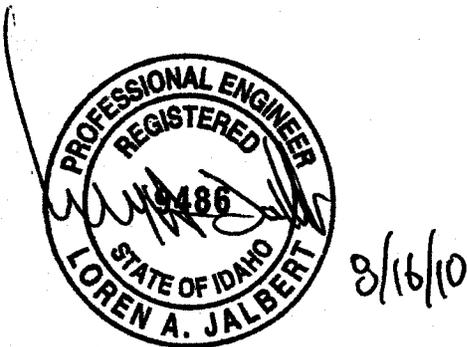
EXHIBIT F-2

ENGINEER'S CERTIFICATION – NORTH ARRAY

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;

A circular professional engineer seal for Loren A. Jalbert, State of Idaho, registration number 9486. The seal is stamped with a signature and the date 8/16/10.

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 67,311,441 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;

A circular professional engineer seal for Loren A. Jalbert, State of Idaho, registration number 9486. The seal is stamped with a signature and the date 8/16/10.

(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

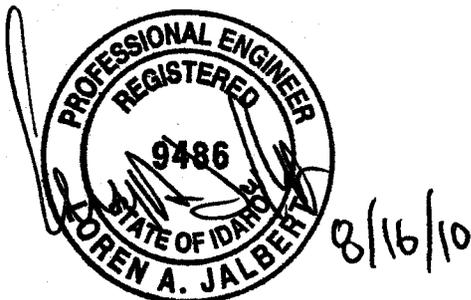
A circular professional engineer seal for Loren A. Jalbert, State of Idaho, registration number 9486. The seal is stamped with a signature and the date 8/16/10.

EXHIBIT G
SAMPLE ENERGY PURCHASE PRICE CALCULATIONS

The following are samples of calculations of energy purchase prices using the formula and tables in Section 5.1.

The calculation for the non-levelized purchase price during an On-Peak Hour in May of 2011 equals \$60.24/MWh (the 2011 annual rate for Conforming Energy) multiplied by 92% (0.92) (the May On-Peak Hour multiplier) minus \$6.50/MWh (the wind integration cost), which equals \$48.92/MWh.

Table 1: Sample calculations for non-levelized On-Peak Conforming Energy in 2011: Purchase Price = (annual rate * monthly On-Peak multiplier) – wind integration cost.

Month	Conforming Energy Annual Rate for 2011 (per MWh)	On-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 On-Peak Conforming Energy (per MWh)
January	\$60.24	103%	\$6.50	\$55.55
February	\$60.24	105%	\$6.50	\$56.75
March	\$60.24	95%	\$6.50	\$50.73
April	\$60.24	95%	\$6.50	\$50.73
May	\$60.24	92%	\$6.50	\$48.92
June	\$60.24	94%	\$6.50	\$50.13
July	\$60.24	121%	\$6.50	\$66.39
August	\$60.24	121%	\$6.50	\$66.39
September	\$60.24	109%	\$6.50	\$59.16
October	\$60.24	115%	\$6.50	\$62.78
November	\$60.24	110%	\$6.50	\$59.76
December	\$60.24	129%	\$6.50	\$71.21

Table 2: Sample calculations for non-levelized Off-Peak Conforming Energy in 2011: Purchase Price = (annual rate * monthly Off-Peak multiplier) – wind integration cost.

Month	Conforming Energy Annual Rate for 2011 (per MWh)	Off-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 Off-Peak Conforming Energy (per MWh)
January	\$60.24	94%	\$6.50	\$50.13
February	\$60.24	97%	\$6.50	\$51.93
March	\$60.24	80%	\$6.50	\$41.69

Month	Conforming Energy Annual Rate for 2011 (per MWh)	Off-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 Off-Peak Conforming Energy (per MWh)
April	\$60.24	76%	\$6.50	\$39.28
May	\$60.24	63%	\$6.50	\$31.45
June	\$60.24	65%	\$6.50	\$32.66
July	\$60.24	92%	\$6.50	\$48.92
August	\$60.24	106%	\$6.50	\$57.35
September	\$60.24	99%	\$6.50	\$53.14
October	\$60.24	105%	\$6.50	\$56.75
November	\$60.24	96%	\$6.50	\$51.33
December	\$60.24	120%	\$6.50	\$65.79

EXHIBIT H

Seller Authorization to Release Generation Data to PacifiCorp



Transmission Services
Attn: Director, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: Power County Wind Park North LLC Interconnection Request

Dear Sir:

Power County Wind Park North LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park North LLC's generator interconnection information and generator meter data relating to Power County Wind Park North LLC Qualifying Facility located near the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park North LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Name: Michael Heckler

Title: Director, Marketing & Development

Date



Transmission Services

Attn: Director, Transmission Services

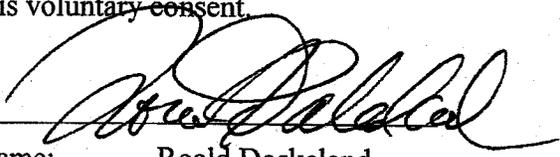
825 NE Multnomah, Suite 1600

Portland, OR 97232

RE: Power County Wind Park North LLC Interconnection Request

Dear Sir:

Power County Wind Park North LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park North LLC's generator interconnection information and generator meter data relating to Power County Wind Park North LLC Qualifying Facility located near the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park North LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.



Name: Roald Doskeland

Title President, Windland Inc, Manager, Power County Wind Park North, LLC

8-16-10

Date

ADDENDUM L

STATION LOAD, LOSSES, and NET OUTPUT ALLOCATION ALGORITHM FOR THE POWER COUNTY WIND PARK NORTH, LLC PROJECT

This Addendum L is hereby made a part of, and clarifies certain terms in, the *Power Purchase Agreement between Power County Wind Park North, LLC and PacifiCorp* ("Agreement") entered into the 18th day of August 2010. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Power County Wind Park North, LLC ("Seller") and PacifiCorp are at times referred to herein individually as a "Party" or collectively as the "Parties".

Power County Wind Park North, LLC and Power County Wind Park South, LLC, together, form a complex of separate, Idaho small wind Qualifying Facilities ("**Windland Power County Projects**") that share collector wires, a 34.5/230 kV substation, and related equipment, which connect the Qualifying Facilities to the Point of Delivery ("**Shared Interconnection Facilities**").

PacifiCorp has agreed to buy (and Seller has agreed to sell), at the Point of Delivery, Seller's total energy output net of: (1) Seller's station service; (2) energy provided by Seller to another Windland Power County Project for station service; (3) Seller's share of the transformation losses; and (4) Seller's share of the line losses between Seller's Facility and the Point of Delivery (together Seller's "**Station Auxiliary Load and Losses**"). However, Seller and PacifiCorp agree that it is impossible to measure Seller's Station Auxiliary Load and Losses separate and apart from the Station Auxiliary Load and Losses of the other Windland Power County Projects. Therefore, in order to implement an objective, practicable, and equitable process by which PacifiCorp may quantify energy delivered by Seller to the Point of Delivery (net of its Station Auxiliary Load and Losses), the Parties do agree as follows:

A. Billing Formulae. PacifiCorp shall determine Seller's Net Output in kWh for purposes of the Agreement using the method specified below.

1. Definitions

- NR_i = the nameplate rating of Windland Power County Project i .
- NR_T = the sum of all the nameplate ratings of Windland Power County Projects ($i = 1$ to 2).
- $PALL_T$ = the accumulated purchased energy from Utility Supplier(s), as determined at the Point of Delivery, to supply the net total station auxiliary load and losses for the Shared Interconnection Facilities for Windland Power County Projects $i = 1$ to 2 whenever such total load and losses exceeds total generation output.

- PALL_i = the allocated share of PALL_T for Project i as determined by multiplying PALL_T by NR_i and dividing by NR_T.
- OP_i = for a given integration interval, the metered output energy of Windland Power County Project i, as determined by PacifiCorp's meter at the point where Windland Power County Project i connects to the Shared Interconnection Facilities. For any integration interval during which any energy is delivered to a Project from the Shared Interconnection Facilities, such delivered energy is accumulated in a separate meter register and does not decrement the register used to measure accumulated OP_i. Therefore OP_i is by definition always greater than or equal to zero, and in the event the meter records OP_i less than zero, OP_i shall be deemed to equal zero.
- OP_T = the sum of all OP_i (i = 1 to 2).
- NO_T = for a given integration interval, the total energy delivered to the Point of Delivery (230 KV Brady Treasureton transmission line). NO_T shall be as measured at PacifiCorp's meter near the Point of Delivery (kWh, in 10-minute intervals), adjusted for any transformation losses between the meter and the Point of Delivery. For any integration interval during which any energy is delivered to the Point of Delivery from PacifiCorp's system, such delivered energy is accumulated in a separate meter register of the PacifiCorp meter and does not decrement the register used to measure accumulated Net Output energy. Therefore NO_T is by definition always greater than or equal to zero and in the event the meter records NO_T less than zero, NO_T shall be deemed to equal zero.
- NO_i = the net energy sold to PacifiCorp by Windland Power County Project i during the integration interval.
- SALL_T = the total of all station auxiliary load and losses for the Shared Interconnection Facilities for Windland Power County Projects (i = 1 to 2) when NO_T is positive.
- SALL_i = the allocated share for Windland Power County Project i of SALL_T.

Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement.

2. Calculations

Calculations shall be reconciled and settled monthly. Calculations shall be based upon raw data gathered from specified meters using a metering integration interval of 5, 10, or 15 minutes at PacifiCorp's election to match the metering installation PacifiCorp specified ("**integration interval**"). Calculations shall be rounded to the nearest kilowatt-hour in the final step.

(a). When Total Generation Output <= Station Auxiliary Load and Losses

When, for any integration interval, the total of all OP_i Project output amounts of energy among all Windland Power County Projects (OP_T) is less than or equal to the total station auxiliary load and losses for the Shared Interconnection Facilities, the meters at the Point of Delivery will accumulate the Utility Supplier's delivery of purchased energy, PALL_T,

to supply such net total load and losses in a meter register that is separate from that which accumulates NO_T and NO_T shall equal zero or if negative, be deemed to equal zero. The "Utility Supplier" shall be the utility providing retail electric service at the Facility (Rocky Mountain Power). PacifiCorp shall have no obligation to serve any of the Windland Power County Projects' retail electric needs absent a separate written agreement with PacifiCorp and then only with the permission of Seller's Utility Supplier. None of the costs associated with provision of retail electric service to Seller shall be borne by PacifiCorp.

(b). When Total Generation Output > Station Auxiliary Load and Losses

When, for any integration interval, the total generation of energy among all Windland Power County Projects is greater than the total station auxiliary load and losses for the Shared Interconnection Facilities, the meters at the Point of Delivery will accumulate in a separate register PacifiCorp's receipt of the total combined energy from all the Projects (NO_T). The difference between OP_T and NO_T for that interval ($SALL_T$) is allocated to each Windland Power County Project in proportion to its generation output (OP_i) in the same integration interval to determine NO_i by the formulae:

Let $SALL_T = [OP_T - NO_T]$ and

$$SALL_i = [SALL_T] * [OP_i / OP_T]$$

The Net Output energy sold by each Project i is then determined as:

$$NO_i = [OP_i - SALL_i] \text{ and substituting for } SALL_i ;$$

$$NO_i = NO_T * [OP_i / OP_T]$$

B. Limitation of PacifiCorp Purchase Liability. PacifiCorp's total purchase obligation to the Windland Power County Projects shall at no time exceed total energy delivered by the Windland Power County Projects to the Point of Delivery. Therefore, in the event the sum of the Net Output energy (calculated according to the preceding formulae) for all the Windland Power County Projects is greater than NO_T , then PacifiCorp shall reduce calculated Net Output energy from each Windland Power County Project, pro rata each Windland Power County Project's share of the OP_T , such that the total energy purchased from all the Windland Power County Projects at the Point of Delivery by PacifiCorp equals NO_T .

C. PacifiCorp Right to Offset. In the event PacifiCorp determines it has underpaid one or more Windland Power County Projects (due to metering error or otherwise) and, as a result of underpaying one or more Windland Power County Projects, has overpaid Seller,

PacifiCorp may adjust Seller's future payment(s) accordingly in order to recapture any overpayment received by Seller in a reasonable time.

D. Condition Subsequent. This Addendum L was negotiated jointly among the Windland Power County Projects and PacifiCorp and is intended by all of the Windland Power County Projects and PacifiCorp to be one of two identical bilateral agreements, each between PacifiCorp and an Windland Power County Project, but each related to the other. Therefore, in the event one or more Windland Power County Projects does not agree to be bound by the terms and conditions set forth in this Addendum L, PacifiCorp may, upon thirty days written notice, cancel all Addendum L agreements. In the event PacifiCorp cancels this Addendum L in accordance with this Section D, PacifiCorp may satisfy its obligation to pay Seller by depositing when due, with an escrow agent chosen by the Windland Power County Projects, the total payment due to all Windland Power County Projects under their respective Power Purchase Agreements, less offsets (if any) calculated based upon NO_T and the Contract Price.

AGREED TO BY:

PacifiCorp

By: _____

Name: Bruce Griswold

Title: Director, Short Term Origination
and QF Contracts

Seller

By: _____

Name: Roald Doskeland

Title: President, Windland Inc.
Manager, Power County
Wind Park North, LLC

RECEIVED

POWER PURCHASE AGREEMENT

2010 AUG 20 AM 10: 25

BETWEEN

POWER COUNTY WIND PARK SOUTH, LLC

IDAHO PUBLIC
UTILITIES COMMISSION

[a non-fueled, on-system, Intermittent Resource with Mechanical Availability Guarantee,
Idaho Qualifying Facility—10aMW/Month or less]

AND

PACIFICORP

Section 1: Definitions 1

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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("Agreement"), entered into this 18th day of August, 2016, is between Power County Wind Park South, LLC, Delaware limited liability company (the "Seller") and PacifiCorp, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"). Seller and PacifiCorp are referred to collectively as the "Parties" and individually as a "Party".

RECEIVED
2016 AUG 20 AM
IDAHO PUBLIC
UTILITIES COMMISSION

RECITALS

A. Seller intends to construct, own, operate and maintain a wind facility, for the generation of electric power located in Power, County, Idaho with an expected Facility Capacity Rating of 21,780 kilowatts (kW) as further described in **Exhibit A** and **Exhibit B** ("Facility")

B. Seller has granted rights to deliver output from Power County Wind Park North, LLC (a Qualifying Facility) to PacifiCorp across interconnection facilities owned by Seller; Seller and Power County Wind Park North, LLC have agreed to allocate comingled line losses on those interconnection facilities as set forth in **Addendum L**.

C. Seller intends to operate the Facility as a Qualifying Facility, as such term is defined in Section 1.57 below, and to sell Net Output to PacifiCorp in Idaho.

D. Seller estimates that the average annual Net Output to be delivered by the Facility to PacifiCorp is 60,523,733 kilowatt-hours (kWh) ("**Average Annual Net Output**") pursuant to the monthly Energy Delivery Schedule in **Exhibit D** hereto, which amount of energy PacifiCorp will include in its resource planning.

E. Seller intends to sell and PacifiCorp intends to purchase all the Net Output from the Facility in accordance with the terms and conditions of this Agreement.

F. PacifiCorp intends to designate Seller's Facility as a Network Resource for the purposes of serving Network Load.

G. This Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised Protocol.

H. Seller has has not authorized Transmission Provider to release generation data to PacifiCorp. If yes, the authorization is attached as **Exhibit H**.

I. This Agreement is part of a compromise of a legal dispute between PacifiCorp and Seller. As such, this Agreement shall not establish any precedent regarding PacifiCorp's treatment of Qualifying Facilities.

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1 **"As-built Supplement"** shall be a supplement to **Exhibit A**, provided by Seller following completion of construction of the Facility, accurately describing the completed Facility.

1.2 **"Availability"** means, for any Billing Period, the ratio, expressed as a percentage, of (x) the aggregate sum of the turbine-minutes in which each of the Wind Turbines at the Facility was available to generate at the Maximum Facility Delivery Rate during the Billing Period over (y) the product of the number of Wind Turbines that comprise the Facility Capacity Rating as of Commercial Operation multiplied by the number of minutes in such Billing Period. A Wind Turbine shall be deemed not available to operate during minutes in which it is (a) in an emergency, stop, service mode or pause state; (b) in "run" status and faulted; or (c) otherwise not operational or capable of delivering at the Maximum Facility Delivery Rate to the Point of Delivery; unless if unavailable due solely to (i) a default by PacifiCorp; (ii) to the extent not caused by Seller's actions, a curtailment in accordance with Section 6.3; (iii) insufficient or surplus wind (including the normal amount of time required by the generating equipment to resume operations following a period when wind speed is below the Cut-In Wind Speed or above the Cut-Out Wind Speed); (iv) a Planned Outage or Maintenance Outage in accordance with Section 6.5.1 or 6.5.2 (respectively) up to a maximum of 36 hours per Wind Turbine per year; or (v) Force Majeure events under Section 15.1.

1.3 **"Billing Period"** means the time period between PacifiCorp's reading of its power purchase meter at the Facility and for this Agreement shall coincide with calendar months.

1.4 **"Business Day"** means any calendar day, from 8 a.m. to 5 p.m. prevailing Mountain Time on which banks in the State of Idaho are required to be open for business except Saturday and Sunday.

1.5 **"Commercial Operation"** means that not less than the 90% of the expected Facility Capacity Rating is fully operational and reliable and the Facility is fully interconnected, fully integrated, and synchronized with the System, all of which shall be Seller's responsibility to receive or obtain, and which occurs when all of the following events (i) have occurred, and (ii) remain simultaneously true and accurate as of the date and moment on which Seller gives PacifiCorp notice that Commercial Operation has occurred:

1.5.1 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer (a) stating the Facility Capacity Rating of the Facility at the anticipated time of Commercial Operation and (b) stating that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement.

1.5.2 Start-Up Testing of the Facility has been completed in accordance with **Exhibit E**.

1.5.3 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, an attorney in good standing in Idaho, or a letter from

Transmission Provider, stating that, in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with the System in conformance with the Generation Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement, and the Facility is fully integrated and synchronized with the System.

1.5.4 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, or an attorney in good standing in Idaho, stating that Seller has obtained all Required Facility Documents and, if requested by PacifiCorp in writing, Seller shall have provided copies of any or all such requested Required Facility Documents.

1.5.5 Seller has complied with the security requirements of Section 11.

1.5.6 Network Resource Designation and Transmission Service Request.

- (a) Seller has provided all data required by the Transmission Provider to enable the Facility to be designated as a Network Resource in accordance with the Tariff.
- (b) PacifiCorp has received confirmation from the Transmission Provider that the Facility has been designated as a Network Resource.
- (c) Seller has provided all data required for PacifiCorp to submit a transmission service request for the Facility pursuant to the Tariff.
- (d) PacifiCorp has received confirmation from the Transmission Provider that the transmission service request has been granted in sufficient capacity to meet or exceed the Maximum Facility Delivery Rate and the Seller has paid all costs associated with any requirements of the transmission service request.

1.6 “**Commercial Operation Date**” means the date, as designated by PacifiCorp pursuant to Section 2.4, the Facility first achieves Commercial Operation.

1.7 “**Commission**” means the Idaho Public Utilities Commission.

1.8 “**Conforming Energy**” means all Net Energy except Non-Conforming Energy.

1.9 “**Conforming Energy Purchase Price**” means the applicable price for Conforming Energy and capacity, specified in Section 5.1.

1.10 “**Contract Year**” means a twelve (12) month period commencing at 00:00 hours Mountain Prevailing Time (“MPT”) on January 1 and ending on 24:00 hours MPT on December 31; *provided, however*, that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the Expiration Date, unless earlier terminated as provided herein.

1.11 **“Cut-in Wind Speed”** means the predicted wind speed at which a stationary wind turbine begins producing Net Energy, as specified by the turbine manufacturer and set forth in **Exhibit A**.

1.12 **“Cut-out Wind Speed”** means the predicted wind speed at which an operating Wind Turbine stops producing Net Energy due to excess wind speed, as specified by the turbine manufacturer and set forth in **Exhibit A**.

1.13 **“Delay Liquidated Damages”, “Delay Daily Minimum”, “Delay Period”, “Delay Price”** and **“Delay Volume”** shall have the meanings set forth in Section 2.5 of this Agreement. **“Delay Security”** shall have the meaning set forth in Section 11.1.1 of this Agreement.

1.14 **“Default Security”** shall have the meaning set forth in Section 11.2 of this Agreement.

1.15 **“Effective Date”** shall have the meaning set forth in Section 2.1 of this Agreement.

1.16 **“Energy Delivery Schedule”** shall have the meaning set forth in Section 4.3 of this Agreement.

1.17 **“Environmental Attributes”** means any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water, which are deemed of value by PacifiCorp. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) Production Tax Credits or certain other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility, (ii) matters designated by PacifiCorp as sources of liability, or (iii) adverse wildlife or environmental impacts.

1.18 **“Environmental Contamination”** means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of federal, state or local laws or regulations, and present a material risk under federal, state or local laws and regulations that the Premises will not be available or usable for the purposes contemplated by this Agreement.

1.19 **“Expiration Date”** shall have the meaning set forth in Section 2.1 of this Agreement.

1.20 **“Facility”** is defined in Recital A of this Agreement.

1.21 **“Facility Capacity Rating”** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.22 **“Force Majeure”** has the meaning set forth in Section 15.1.

1.23 **“Forced Outage”** means an outage that requires removal of one or more Wind Turbines from service, another outage state or a reserve shutdown state before the end of the next weekend. Maintenance Outages and Planned Outages are not Forced Outages.

1.24 **“Generation Interconnection Agreement”** means the generation interconnection agreement entered into separately between Seller and Transmission Provider, as applicable, specifying the Point of Delivery and providing for the construction and operation of the Interconnection Facilities.

1.25 **“Governmental Authority”** means any supranational, federal, state or other political subdivision thereof, having jurisdiction over Seller, PacifiCorp or this Agreement, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other entity owned or controlled by any of the foregoing.

1.26 **“Hazardous Materials”** means any waste or other substance that is listed, defined, designated or classified as or determined to be hazardous under or pursuant to any environmental law or regulation.

1.27 **“Inadvertent Energy”** means: (1) energy delivered to the Point of Delivery in excess of the Maximum Monthly Purchase Obligation; and (2) energy delivered to the Point of Delivery at a rate exceeding the Maximum Facility Delivery Rate on an hour-averaged basis. Inadvertent Energy is not included in Net Energy.

1.28 **“Index Price”**, for each day, shall mean the weighted average of the average Peak and Off-Peak firm energy market prices, as published in the *Intercontinental Exchange (ICE) Day Ahead Power Price Report* for the Palo Verde Hub. For Sunday and NERC holidays, the 24-Hour Index Price shall be used, unless ICE shall publish a Firm On-Peak and Firm Off-Peak Price for such days for Palo Verde, in which event such indices shall be utilized for such days. If the ICE index or any replacement of that index ceases to be published during the term of this Agreement, PacifiCorp shall select as a replacement a substantially equivalent index that, after any appropriate or necessary adjustments, provides the most reasonable substitute for the index in question. PacifiCorp’s selection shall be subject to Seller’s consent, which Seller shall not unreasonably withhold, condition or delay.

1.29 **“Initial Year Energy Delivery Schedule”** shall have the meaning set forth in Section 4.3.1.

1.30 **“Interconnection Facilities”** means all the facilities and ancillary equipment used to interconnect the Facility to the System, as defined in the Generation Interconnection Agreement.

1.31 **“Letter of Credit”** means an irrevocable standby letter of credit in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder. Such letter of credit shall be provided by an institution that is a United States office of a commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof, with a credit rating on its long-term senior unsecured debt of at least “A” from Standard & Poor’s and “A2” from Moody’s Investor Services, and having assets of at least \$10,000,000,000 (net of reserves).

1.32 **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Idaho, who has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation and/or opinion, who has no economic relationship, association, or nexus with the Seller, and who is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations and opinions required by this Agreement shall not constitute a prohibited economic relationship, association or nexus with the Seller, so long as such engineer has no other economic relationship, association or nexus with the Seller.

1.33 **“Maintenance Outage”** means any outage of one or more Wind Turbines that is not a Forced Outage or a Planned Outage. A Maintenance Outage is an outage that can be deferred until after the end of the next weekend, but that requires that the Wind Turbine(s) be removed from service before the next Planned Outage. A Maintenance Outage may occur any time during the year and must have a flexible start date.

1.34 **“Material Adverse Change”** shall mean, with respect to the Seller, if the Seller, in the reasonable opinion of PacifiCorp, has experienced a material adverse change in ability to fulfill its obligations under this Agreement.

1.35 **“Maximum Facility Delivery Rate”** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point of Delivery, as specified in Exhibit A, and in compliance with the Generation Interconnection Agreement.

1.36 **“Maximum GIA Delivery Rate”** means the maximum rate (kW) at which the Generator Interconnection Agreement allows the Facility to deliver energy to the Point of Delivery and is set forth in Exhibit A.

1.37 **“Maximum Monthly Purchase Obligation”** means the maximum amount of energy PacifiCorp is obligated to purchase under this Agreement in a calendar month. In accordance with Commission Order No. 29632, the Maximum Monthly Purchase Obligation for a given month, in kWh, shall equal 10,000 kW multiplied by the total number of hours in that month and prorated for any partial month.

1.38 **"Nameplate Capacity Rating"** means the maximum instantaneous generating capacity of any qualifying small power or cogeneration generating unit supplying all or part of the energy sold by the Facility, expressed in MW or kW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in a notice from Seller to PacifiCorp delivered before the Commercial Operation Date and, if applicable, updated in the As-built Supplement.

1.39 **"NERC"** means the North American Electric Reliability Corporation.

1.40 **"Net Energy"** means the energy component, in kWh, of Net Output. Net Energy does not include Inadvertent Energy.

1.41 **"Net Output"** means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Delivery, less any station use not provided by the Facility. Net Output does not include Inadvertent Energy.

1.42 **"Network Resource"** shall have the meaning set forth in the Tariff.

1.43 **"Network Service Provider"** means PacifiCorp Transmission, as a provider of network service to PacifiCorp under the Tariff.

1.44 **"Non-Conforming Energy"** means Net Output produced by the Facility prior to the Commercial Operation Date.

1.45 **"Non-Conforming Energy Purchase Price"** means the applicable price for Non-Conforming Energy and capacity, specified in Section 5.1.

1.46 **"Off-Peak Hours"** means all hours of the week that are not On-Peak Hours.

1.47 **"On-Peak Hours"** means hours from 7:00 a.m. to 11:00 p.m. Mountain Prevailing Time, Monday through Saturday, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.

1.48 **"Output Shortfall"** and **"Output Shortfall Damages"** shall have the meanings set forth in Section 4.5 of this Agreement.

1.49 **"PacifiCorp"** is defined in the first paragraph of this Agreement, and excludes PacifiCorp Transmission.

1.50 **"PacifiCorp Transmission"** means PacifiCorp, an Oregon corporation, acting in its interconnection and transmission function capacity.

1.51 **"Planned Outage"** means an outage of one or more Wind Turbines of predetermined duration that is scheduled in Seller's Energy Delivery Schedule. Boiler overhauls, turbine overhauls or inspections are typical planned outages. Maintenance Outages and Forced Outages are not Planned Outages.

1.52 **"Point of Delivery"** means the high side of the generation step-up transformer(s) located at the point of interconnection between the Facility and the System, as specified in the Generation Interconnection Agreement and in **Exhibit B**.

1.53 **"Premises"** means the real property on which the Facility is or will be located, as more fully described on **Exhibit A**.

1.54 **"Prime Rate"** means the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by JPMorgan Chase & Co. If a JPMorgan Chase & Co. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.

1.55 **"Production Tax Credits"** means production tax credits under Section 45 of the Internal Revenue Code as in effect from time to time during the term hereof or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from wind resources and any correlative state tax credit determined by reference to renewable electric energy produced from wind resources for which the Facility is eligible. Production Tax Credits do not include any tax credit determined by reference to investment.

1.56 **"Prudent Electrical Practices"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

1.57 **"QF"** means **"Qualifying Facility"**, as that term is defined in the version of FERC Regulations (codified at 18 CFR Part 292) in effect on the date of this Agreement.

1.58 **"Required Facility Documents"** means all deeds, titles, leases (including Wind Leases), licenses, permits, authorizations, and agreements demonstrating that seller controls the necessary property rights and government authorizations to construct, operate, and maintain the Facility, including without limitation those set forth in **Exhibit C**.

1.59 **"Requirements of Law"** means any applicable and mandatory (but not merely advisory) federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.60 “**Scheduled Commercial Operation Date**” means the date by which Seller promises to achieve Commercial Operation, as specified in Section 2.2.6.

1.61 “**Scheduled Monthly Energy Delivery**” means the Net Energy scheduled to be delivered during a given calendar month, as specified by Seller in the Energy Delivery Schedule.

1.62 “**Seller’s Forecast-Cost Share**” and “**Seller’s Capped Forecast-Cost Share**” shall have the meanings set forth in Sections 8.2 and 8.3 respectively.

1.63 “**Subsequent Energy Delivery Schedule**” shall have the meaning set forth in Section 4.3.3.

1.64 “**System**” means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include, after construction and installation of the Facility, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the Generation Interconnection Agreement.

1.65 “**Tariff**” means the PacifiCorp Transmission FERC Electric Tariff Seventh Revised Volume No.11 Pro Forma Open Access Transmission Tariff or the Transmission Provider’s corresponding FERC tariff or both, as revised from time to time.

1.66 “**Transmission Provider**” means PacifiCorp Transmission or a successor, including any regional transmission organization (“**RTO**”).

1.67 “**Wind Leases**” means the memoranda of wind lease and redacted wind leases recorded in the county in which the Facility is located in connection with the development of the Facility, as the same may be supplemented, amended, extended, restated, or replaced from time to time.

1.68 “**Wind Turbine**” means a Vestas V100, 1.8 megawatt wind turbine. At its full Facility Capacity Rating, the Facility will consist of 12 Wind Turbines.

SECTION 2: TERM, COMMERCIAL OPERATION DATE

2.1 This Agreement shall become effective after execution by both Parties and after approval by the Commission (“**Effective Date**”); *provided*, however, this Agreement shall not become effective until the Commission has determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the costs incurred by PacifiCorp for purchases of capacity and energy from Seller are legitimate expenses, all of which the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses. PacifiCorp shall seek such Commission approval promptly upon execution of this Agreement.

Unless earlier terminated as provided herein, the Agreement shall remain in effect until 24:00 MPT December 31, 2031 (“**Expiration Date**”).

2.2 Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to achieve Commercial Operation by the Scheduled Commercial Operation Date is critically important. Therefore,

2.2.1 By **June 1, 2011**, Seller shall obtain and provide to PacifiCorp copies of all governmental permits and authorizations necessary for construction of the Facility.

2.2.2 By the date 30 calendar days after the Effective Date, Seller shall provide Delay Security required under Section 11.1.1, as applicable.

2.2.3 At least ten business days prior to delivery of any energy from the Facility to PacifiCorp, Seller shall provide PacifiCorp with an executed Generation Interconnection Agreement.

2.2.4 Prior to Commercial Operation Date, Seller shall provide Default Security required under Section 11.2, as applicable.

2.2.5 Prior to Commercial Operation Date, Seller shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

2.2.6 By **24:00 MPT December 31, 2011**, Seller shall achieve Commercial Operation ("**Scheduled Commercial Operation Date**").

2.3 Beginning on the first day of the first month following the Effective Date, Seller shall provide PacifiCorp a one-page monthly update by e-mail on the progress of the milestones in Section 2.2.

2.4 Establishing Commercial Operation. To achieve Commercial Operation, Seller must provide, subject to PacifiCorp's written approval which will not be unreasonably withheld, written notice to PacifiCorp stating when Seller believes that the Facility has achieved Commercial Operation accompanied by the certificates described in Section 1.5. PacifiCorp's approval, if given, shall designate the Commercial Operation Date. In no event will delay in achieving the Scheduled Commercial Operation Date postpone the Expiration Date specified in Section 2.1.

2.5 Delay Damages. Seller shall cause the Facility to achieve Commercial Operation on or before the Scheduled Commercial Operation Date. If Commercial Operation occurs after the Scheduled Commercial Operation Date, Seller shall be liable to pay PacifiCorp delay damages for the number of days ("**Delay Period**") the Commercial Operation Date occurs after the Scheduled Commercial Operation Date, until the earlier of occurrence of the Commercial Operation Date or the termination of this Agreement ("**Delay Liquidated Damages**"). Billings and payments for Delay Liquidated Damages shall be made in accordance with Section 11.1.

2.5.1 Delay Liquidated Damages. Delay Liquidated Damages equals the sum of: for each day in the Delay Period, the greater of (1) the Delay Daily Minimum or (2) the Delay Price times the Delay Volume

Where:

“**Delay Daily Minimum**” equals (a) for the first 90 calendar days following the Scheduled Commercial Operation Date: one-ninetieth (1/90th) of twenty-five dollars (\$25) multiplied by the Maximum Facility Delivery Rate with the Maximum Facility Delivery Rate being measured in kW; (b) after the 90th calendar day following the Scheduled Commercial Operation date: \$0.

“**Delay Price**” equals the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices; and

“**Delay Volume**” equals the applicable Scheduled Monthly Energy Delivery divided by the number of days in that month.

2.5.2 Appropriateness of Damages. The Parties agree that the damages PacifiCorp would incur due to delay in the Facility achieving Commercial Operation on or before the Scheduled Commercial Operation Date would be difficult or impossible to predict with certainty, and that the Delay Liquidated Damages are an appropriate approximation of such damages.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

3.1.1 PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.

3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.4 Subject to Commission approval, the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.

3.1.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by

bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2 Seller represents, covenants, and warrants to PacifiCorp that:

3.2.1 Seller is a limited liability company duly organized and validly existing under the laws of Idaho.

3.2.2 Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required regulatory authority to make wholesale sales from the Facility.

3.2.3 Seller's shareholders, directors, and officers have taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.2.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.

3.2.5 This Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2.6 The Facility is and shall for the term of this Agreement continue to be a QF. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission self-certification to PacifiCorp prior to PacifiCorp's execution of this Agreement. At any time PacifiCorp has reason to believe during the term of this Agreement that Seller's status as a QF is in question, PacifiCorp may require Seller to provide PacifiCorp with a written legal opinion from an attorney in good standing in the state of Idaho and who has no economic relationship, association or nexus with the Seller or the Facility, stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.

3.2.7 Neither the Seller nor any of its principal equity owners is or has within the past two (2) years been the debtor in any bankruptcy proceeding, is unable to pay its bills in the ordinary course of its business, or is the subject of any legal or

regulatory action, the result of which could reasonably be expected to impair Seller's ability to own and operate the Facility in accordance with the terms of this Agreement.

3.2.8 Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

3.2.9 Seller is not in default under any of its other agreements and is current on all of its financial obligations.

3.2.10 Seller owns, and will continue to own for the term of this Agreement, all right, title and interest in and to the Facility, free and clear of all liens and encumbrances other than liens and encumbrances related to third-party financing of the Facility.

3.2.11 In entering into this Agreement and the undertaking by Seller of the obligations set forth herein, Seller has investigated and determined that it is capable of performing hereunder and, except for reliance upon PacifiCorp expertise in relation to Generation Interconnection related issues, has not relied upon the advice, experience or expertise of PacifiCorp in connection with the transactions contemplated by this Agreement.

3.2.12 All professionals or experts including, but not limited to, engineers, attorneys or accountants, that Seller may have consulted or relied on in undertaking the transactions contemplated by this Agreement have been solely those of Seller.

3.2.13 All leases of real property required for the operation of the Facility or the performance of any obligations of Seller hereunder are set forth and accurately described in **Exhibit C**. Upon request by PacifiCorp, Seller shall provide copies of the Wind Leases to PacifiCorp.

3.2.14 All information about the Facility set forth in **Exhibit A**, **Exhibit B**, and **Exhibit C** has been verified by Seller and is accurate to the best of its knowledge.

3.3 Notice. If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties in this Section 3 to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

SECTION 4: DELIVERY OF POWER; AVAILABILITY GUARANTY

4.1 Delivery and Acceptance of Net Output. Unless otherwise provided herein, PacifiCorp will purchase and Seller will sell all Net Output from the Facility.

4.2 No Sales to Third Parties. During the term of this Agreement, Seller shall not sell any Net Output from the Facility to any entity other than PacifiCorp.

4.3 Energy Delivery Schedule. Seller shall prepare and provide to PacifiCorp, on an ongoing basis, a written schedule of Net Energy expected to be delivered by the Facility ("**Energy Delivery Schedule**"), in accordance with the following:

4.3.1 During the first twelve full calendar months following the Commercial Operation Date, Seller predicts that the Facility will produce and deliver the following monthly amounts ("**Initial Year Energy Delivery Schedule**"):

<u>Month</u>	<u>Energy Delivery (kWh)</u>
January	6,221,422
February	5,743,522
March	6,215,694
April	5,326,692
May	4,710,890
June	4,539,524
July	3,445,526
August	3,321,630
September	4,113,788
October	4,744,687
November	5,620,495
December	6,519,863

4.3.2 Seller may revise the Initial Year Energy Delivery Schedule any time prior to the Commercial Operation Date.

4.3.3 Beginning at the end of the ninth full calendar month of operation, and at the end of every third month thereafter, Seller shall supplement the Energy Delivery Schedule with three additional months of forward estimates (which shall be appended to this Agreement as **Exhibit D**) ("**Subsequent Energy Delivery Schedule**"), such that the Energy Delivery Schedule will provide at least three months of scheduled energy estimates at all times. Seller shall provide Subsequent Energy Delivery Schedules no later than 5:00 pm of the 5th day after the due date. If Seller does not provide a Subsequent Energy Delivery Schedule by the above deadline, scheduled energy for the omitted period shall equal the amounts scheduled by Seller for the same three-month period during the previous year.

4.3.4 Upon and after the Commercial Operation Date, Seller may no longer revise the Energy Delivery Schedule for the first six full calendar months of

Commercial Operation. After 5:00 p.m. MPT of the fifth business day following the end of the third full calendar month of Commercial Operation and the end of each third calendar month thereafter, Seller may no longer revise the Energy Delivery Schedule for the six calendar months immediately following such third month. Subject to the foregoing restrictions in this Section 4.3.4, Seller may revise the Energy Delivery Schedule for any unrestricted month by providing written notice to PacifiCorp. Failure to provide timely written notice of changed amounts will be deemed to be an election of no change.

4.4 Minimum Availability Obligation. Seller shall cause the Facility to achieve the following Availability during each month of the Agreement (“**Guaranteed Availability**”):

Number of calendar months elapsed after the Commercial Operation Date (COD):	Guaranteed Availability
Up to 3 months after COD:	55%
More than 3 months up to 6 months after COD:	70%
Greater than 6 months after COD:	85%

As used above, “calendar month” includes the first month, or partial month, after the Commercial Operation Date, and each subsequent calendar month (e.g. June, July, etc.).

4.5 Liquidated Damages for Output Shortfall. If the Availability in any given month falls below the Guaranteed Availability, the resulting shortfall shall be expressed in kWh as the “**Output Shortfall**.” The Output Shortfall shall be calculated in accordance with the following formula:

$$\text{Output Shortfall} = \frac{(\text{Guaranteed Availability} - \text{Availability}) * \text{Scheduled Monthly Energy Delivery}}{\text{Scheduled Monthly Energy Delivery}}$$

Seller shall pay PacifiCorp for any Output Shortfall at the lower of (1) the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices; or (2) the weighted average of the On-Peak and Off-Peak monthly Conforming Energy Purchase Prices (“**Output Shortfall Damages**”).

$$\text{Output Shortfall Damages} = \text{Output Shortfall} * \text{Output Shortfall Price}$$

Where:

$$\text{Output Shortfall Price} = (\text{Index Price} - \text{Weighted Average CEPP}), \text{ except that if Output Shortfall Price} < 0, \text{ then Output Shortfall Price} = 0$$

Shortfall Price = 0, and except that if Output Shortfall Price > Weighted Average CEPP, then Output Shortfall Price = Weighted Average CEPP

Weighted Average CEPP = the weighted average On-Peak and Off-Peak Conforming Energy Purchase Prices for the month of Output Shortfall

If an Output Shortfall occurs in any given month, Seller may owe PacifiCorp liquidated damages. Each Party agrees and acknowledges that (a) the damages that PacifiCorp would incur due to the Facility's failure to achieve the Guaranteed Availability would be difficult or impossible to predict with certainty, and (b) the liquidated damages contemplated in this Section 4.5 are a fair and reasonable calculation of such damages.

4.6 Audit Rights. In addition to data provided under Sections 9.3 and 9.4, PacifiCorp shall have the right, but not the obligation, to audit the Facility's compliance with its Guaranteed Availability using any reasonable methods. Seller agrees to retain all performance related data for the Facility for a minimum of three years, and to cooperate with PacifiCorp in the event PacifiCorp decides to audit such data.

SECTION 5: PURCHASE PRICES

5.1 Energy Purchase Price. Except as provided in Section 5.3, PacifiCorp will pay Seller Conforming Energy or Non-Conforming Energy Purchase Prices for Net Output adjusted for the month and On-Peak Hours or Off-Peak Hours and the wind integration cost using the following formulae, in accordance with Commission Order Nos. 30423, 31025, and 31021:

Conforming Energy Purchase Price = $(AR_{ce} * MPM) - WIC$

Non-Conforming Energy Purchase Price = $(AR_{nce} * MPM) - WIC$

Where:

AR_{ce} = Conforming Energy annual rate from Table 1, below, for the year of the Net Output.

AR_{nce} = *the lower of:*

85% of the Conforming Energy annual rate from Table 1 below, for the year of Net Output

or

85% of average of the daily Index Price for each day of the month, or portion of month, of Net Output.

MPM = monthly On-Peak or Off-Peak multiplier from Table 2, below, that corresponds to the month of the Net Output and whether the Net Output occurred during On-Peak Hours or Off-Peak Hours.

WIC = \$6.50/MWh, the wind integration cost prescribed in Commission Order No. 31021.

Example calculations are provided in **Exhibit G**.

Table 1: Conforming Energy Annual Rates (from Commission Order No. 31025)*

Year	Conforming Energy Annual Rate (AR _{ce}) \$/MWh
2011	60.24
2012	63.97
2013	67.51
2014	71.32
2015	75.40
2016	77.76
2017	80.07
2018	82.58
2019	85.05
2020	87.61
2021	90.63
2022	93.78
2023	97.05
2024	100.44
2025	103.98
2026	106.98
2027	110.07
2028	113.26
2029	116.56
2030	119.95
2031	124.51

Table 2: Monthly On-Peak/Off-Peak Multipliers (from Commission Order No. 30423)

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%

* If Seller has elected levelized pricing for Net Output, additional security requirements in Section 11.2 apply.

October	115%	105%
November	110%	96%
December	129%	120%

5.2 Payment. For each Billing Period in each Contract Year, PacifiCorp shall pay Seller as follows:

For delivery of Conforming Energy:

$$\text{Payment} = (\text{CEnergy}_{\text{On-Peak}} * \text{CEPPrice}_{\text{On-Peak}} / 1000) + (\text{CEnergy}_{\text{Off-Peak}} * \text{CEPPrice}_{\text{Off-Peak}} / 1000)$$

For delivery of Non-Conforming Energy:

$$\text{Payment} = (\text{NCEnergy}_{\text{On-Peak}} * \text{NCEPPrice}_{\text{On-Peak}} / 1000) + (\text{NCEnergy}_{\text{Off-Peak}} * \text{NCEPPrice}_{\text{Off-Peak}} / 1000)$$

Where:

- CEnergy = Conforming Energy in kWh
- CEPPrice = Conforming Energy Purchase Price in \$/MWh
- NCEnergy = Non-Conforming Energy in kWh
- NCEPPrice = Non-Conforming Energy Purchase Price in \$/MWh
- On-Peak = the corresponding value for On-Peak Hours
- Off-Peak = the corresponding value for Off-Peak Hours

5.3 Inadvertent Energy. PacifiCorp may accept Inadvertent Energy at its sole discretion, but will not purchase or pay for Inadvertent Energy.

SECTION 6: OPERATION AND CONTROL

6.1 As-Built Supplement. Upon completion of any construction affecting the Facility, Seller shall provide PacifiCorp an As-built Supplement bearing the stamp of a Licensed Professional Engineer that accurately depicts the Facility as built. The As-built Supplement must be reviewed and approved by PacifiCorp, which approval shall not unreasonably be withheld, conditioned or delayed.

6.2 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the

provisions of this Section 6 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp shall not, by reason of its decision to inspect or not to inspect the Facility, or by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

6.3 Curtailment. PacifiCorp shall not be obligated to purchase, receive, pay for, or pay any damages associated with, Net Output (or associated Production Tax Credits or Environmental Attributes) if such Net Output (or associated Production Tax Credits or Environmental Attributes) is not delivered to the System or Point of Delivery due to any of the following: (a) the interconnection between the Facility and the System is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the Generation Interconnection Agreement, (b) the Transmission Provider or Network Service Provider directs a general curtailment, reduction, or redispatch of generation in the area (which would include the Net Output) for any reason, even if such curtailment or redispatch directive is carried out by PacifiCorp, which may fulfill such directive by acting in its sole discretion; or if PacifiCorp curtails or otherwise reduces the Net Output in order to meet its obligations to the Transmission Provider or Network Service Provider to operate within System limitations, (c) the Facility's Output is not received because the Facility is not fully integrated or synchronized with the System, or (d) an event of Force Majeure prevents either Party from delivering or receiving Net Output. Seller shall reasonably determine the MWh amount of Net Output curtailed pursuant to this Section 6.3 after the fact based on the amount of energy that could have been generated at the Facility and delivered to PacifiCorp as Net Output but that was not generated and delivered because of the curtailment. Seller shall determine the quantity of such curtailed energy based on (x) the time and duration of the curtailment period and (y) wind conditions recorded at the Facility during the period of curtailment and the power curve specified by the manufacturer for the Wind Turbines as shown in Exhibit A. Seller shall promptly provide PacifiCorp with access to such information and data as PacifiCorp may reasonably require to confirm to its reasonable satisfaction the amount of energy that was not generated or delivered because of a curtailment described in this Section 6.3.

6.4 PacifiCorp as Merchant. Seller acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser under this Agreement, has no responsibility for or control over PacifiCorp Transmission or any successor Transmission Provider.

6.5 Outages.

6.5.1 Planned Outages. Except as otherwise provided herein, Seller shall not schedule Planned Outage during any portion of the months of November, December, January, February, June, July, and August, except to the extent a Planned Outage is reasonably required to enable a vendor to satisfy a guarantee requirement in a situation in which the vendor is not otherwise able to perform the guarantee work at a time other than during one of the months specified above. Seller shall, in Exhibit D, provide PacifiCorp with an annual forecast of total Facility curtailment (MW) due to Planned Outages for each hour of each scheduling week (Monday-Sunday) of the Contract Year at least one (1) month, but no more that three (3) months, before the first day of that Contract Year,

and shall promptly update such schedule, or otherwise change it, only to the extent that Seller is reasonably required to change it in order to comply with Prudent Electrical Practices. Seller shall notify PacifiCorp of any deviation to the annual Planned Outage schedule, above, on the Monday preceding the scheduling week in which the sooner of the following will occur: (a) the outage as predicted in the Planned Outage schedule; or (b) the outage per Seller's revised plans. Such notice shall consist of a Monday-Sunday, hourly spreadsheet showing the revised total Facility curtailment (MW) for that scheduling week. Seller shall not schedule any maintenance of Interconnection Facilities during such months, without the prior written approval of PacifiCorp, which approval may be withheld by PacifiCorp in its sole discretion.

6.5.2 Maintenance Outages. If Seller reasonably determines that it is necessary to schedule a Maintenance Outage, Seller shall notify PacifiCorp of the proposed Maintenance Outage as soon as practicable but in any event at least five (5) days before the outage begins (or such shorter period to which PacifiCorp may reasonably consent in light of then existing wind conditions). Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of Seller and the service obligations of PacifiCorp. Seller shall take all reasonable measures and use best efforts consistent with Prudent Electrical Practices to not schedule any Maintenance Outage during the following periods: [June 15 through June 30, July, August, and September 1 through September 15]. Seller shall include in such notice of a proposed Maintenance Outage the expected start date and time of the outage, the amount of generation capacity of the Facility that will not be available, and the expected completion date and time of the outage. Seller may provide notices under this Section 6.5.2 orally. Seller shall confirm any such oral notification in writing as soon as practicable. PacifiCorp shall promptly respond to such notice and may request reasonable modifications in the schedule for the outage. Seller shall use all reasonable efforts to comply with PacifiCorp's request to modify the schedule for a Maintenance Outage if such modification has no substantial impact on Seller. Seller shall notify PacifiCorp of any subsequent changes in generation capacity of the Facility during such Maintenance Outage and any changes in the Maintenance Outage completion date and time. Seller shall take all reasonable measures and exercise its best efforts consistent with Prudent Electrical Practices to minimize the frequency and duration of Maintenance Outages.

6.5.3 Forced Outages. Seller shall promptly provide to PacifiCorp an oral report, via telephone to a number specified by PacifiCorp, of any Forced Outage of the Facility. Such report shall include the amount of generation capacity of the Facility that will not be available because of the Forced Outage and the expected return date and time of such generation capacity. Seller shall promptly update the report as necessary to advise PacifiCorp of changed circumstances. If the Forced Outage resulted in more than 15% of the Facility Capacity Rating of the Facility being unavailable, Seller shall confirm the oral report in writing as soon as practicable. Seller shall take all reasonable measures and exercise its best efforts consistent with Prudent Electrical Practices to avoid Forced Outages and to minimize their duration.

6.5.4 Notice of Deratings and Outages. Without limiting other notice requirements, Seller shall notify PacifiCorp, via telephone to a number specified by PacifiCorp, of any limitation, restriction, derating or outage known to Seller that affects the generation capacity of the Facility in an amount greater than five percent (5%) of the Facility Capacity Rating for the following day. Seller shall promptly update such notice to reflect any material changes to the information in such notice.

6.5.5 Effect of Outages on Estimated Output. Seller shall factor Planned Outages and Maintenance Outages that Seller reasonably expects to encounter in the ordinary course of operating the Facility into the Scheduled Monthly Energy Delivery amounts in the Energy Delivery Schedule set forth in **Exhibit D**.

6.6 Scheduling.

6.6.1 Daily Scheduling. [not applicable]

6.6.2 Cooperation and Standards. With respect to any and all scheduling requirements in this Agreement, (a) Seller shall cooperate with PacifiCorp with respect to scheduling Net Output, and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising hereunder.

6.6.3 Schedule Coordination. If, as a result of this Agreement, PacifiCorp is deemed by an RTO to be financially responsible for Seller's performance under the Generation Interconnection Agreement due to Seller's lack of standing as a "scheduling coordinator" or other RTO recognized designation, qualification or otherwise, then (a) Seller shall acquire such RTO recognized standing (or shall contract with a third party who has such RTO recognized standing) such that PacifiCorp is no longer responsible for Seller's performance under the Generation Interconnection Agreement, and (b) Seller shall defend, indemnify and hold PacifiCorp harmless against any liability arising due to Seller's performance or failure to perform under the Generation Interconnection Agreement or RTO requirement.

6.7 Delivery Exceeding the Maximum GIA Delivery Rate. Seller shall not deliver energy from the Facility to the Point of Delivery at a rate that exceeds the Maximum GIA Delivery Rate. Seller's failure to limit such deliveries to the Maximum GIA Delivery Rate shall be a breach of a material obligation subject to Section 12.1.8.

6.8 Access Rights. Upon reasonable prior notice and subject to the prudent safety requirements of Seller, and Requirements of Law relating to workplace health and safety, Seller shall provide PacifiCorp and its authorized agents, employees and inspectors ("PacifiCorp Representatives") with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any acceptance tests, (c) for purposes of implementing Section 4.6, and (d) for other reasonable purposes at the reasonable request of PacifiCorp. PacifiCorp shall release Seller against and from any and all any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal resulting from actions or omissions by any of the PacifiCorp

Representatives in connection with their access to the Facility, except to the extent that such damages are caused or by the intentional or grossly negligent act or omission of Seller.

SECTION 7: MOTIVE FORCE

Prior to the execution of this Agreement, Seller provided to PacifiCorp Wind Leases and a motive force plan including an hourly wind profile acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit F-1**, together with a certification from a Licensed Professional Engineer to PacifiCorp attached hereto as **Exhibit F-2**, certifying that the implementation of the fuel or motive force plan can reasonably be expected to provide fuel or motive force to the Facility for the duration of this Agreement adequate to generate power and energy in quantities necessary to deliver the Average Annual Net Output.

SECTION 8: GENERATION FORECASTING COSTS

8.1 Forecast Service Election. PacifiCorp may, in its discretion, add forecasting services for Seller's Facility to PacifiCorp's existing contract with a qualified wind-energy-production forecasting vendor, which contract and vendor may change during the term of this Agreement.

8.2 Seller's Forecast-Cost Share. Pursuant to Commission Order No. 30497, Seller shall be responsible for 50% of PacifiCorp's cost of adding such forecasting services ("Seller's Forecast-Cost Share") up to Seller's Capped Forecast-Cost Share.

8.3 Cap on Seller's Forecast-Cost Share. Seller's Forecast-Cost Share for a given Contract Year is capped at 0.1% of total payments made by PacifiCorp to Seller for Net Output during the previous Contract Year ("Seller's Capped Forecast-Cost Share"). If the last Contract Year of this Agreement is shorter than a full calendar year, the cap will be prorated for that shortened year. For the year(s) prior to the second Contract Year of this agreement that equals a full calendar year, Seller's Forecast-Cost Share is capped at 0.1% of estimated payments for Net Output based on the Energy Delivery Schedule.

8.4 Payment. Seller shall pay to PacifiCorp Seller's Forecast-Cost Share uncapped by Section 8.3 for each Contract Year in equal payments for each month of such year except the last month of such year. (For example, in a Contract Year equaling a full calendar year, Seller would pay 1/11th of Seller's Forecast-Cost Share during each of the first 11 months.) In the last month of each Contract Year, PacifiCorp shall refund to Seller the amount paid by Seller under this Section in excess, if any, of Seller's Capped Forecast-Cost Share. For a Contract Year encompassed by just one calendar month, Seller's payment to PacifiCorp and PacifiCorp's refund to Seller shall be calculated and paid simultaneously. To the extent practicable, payments and refunds under this Section shall be included in monthly payments and invoices under Section 10.

SECTION 9: METERING; REPORTS AND RECORDS

9.1 **Metering Adjustment.** Metering will be performed at the location and in the manner specified in **Exhibit B** and the Generator Interconnection Agreement. All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of power flowing into the System at the Point of Delivery.¹ The loss adjustment shall be a reduction of 2% of the kWh energy production recorded on the Facility output meter until actually measured and calibrated at the meter by PacifiCorp Transmission and documented in a signed letter to Seller from PacifiCorp's QF Contracts Administrator.

9.2 **Metering Errors.** If any inspections or tests made pursuant to the Generator Interconnection Agreement discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three Billing Periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered.

9.3 **Telemetering.** In accordance with the Generation Interconnection Agreement, Seller shall provide telemetering equipment and facilities capable of transmitting to Transmission Provider (who will share it with PacifiCorp as authorized by **Exhibit H**, "Seller Authorization to Release Generation Data to PacifiCorp") the following information concerning the Facility on a real-time basis, and will operate such equipment when requested by PacifiCorp to indicate:

- (a) instantaneous MW output at the Point of Delivery;
- (b) Net Output;
- (c) the Facility's total instantaneous generation capacity; and
- (d) wind velocity at turbine hub height.

Seller shall also transmit to PacifiCorp any other data from the Facility that Seller receives on a real-time basis, including meteorological data, wind speed data, wind direction data and gross output data. Seller shall provide such real-time data to PacifiCorp in the same detail that Seller receives the data (e.g., if Seller receives the data in four second intervals, PacifiCorp shall also receive the data in four second intervals). PacifiCorp shall have the right from time to time to require Seller to provide additional telemetering equipment and facilities to the extent necessary and reasonable.

¹ If station service is supplied via separate facilities, PacifiCorp will deduct station service from the metered facility output to calculate Net Output.

9.4 Monthly Reports and Logs and Other Information.

9.4.1 Reports. Within thirty (30) calendar days after the end of each Billing Period, Seller shall provide to PacifiCorp a report in electronic format, which report shall include (a) summaries of the Facility's wind and output data for the Billing Period in intervals not to exceed one hour (or such shorter period as is reasonably possible with commercially available technology), including information from the Facility's computer monitoring system; (b) summaries of any other significant events related to the construction or operation of the Facility for the Billing Period; (c) details of Availability of the Facility for the Billing Period sufficient to calculate Availability and including hourly average wind velocity measured at turbine hub height and ambient air temperature; and (d) any supporting information that PacifiCorp may from time to time reasonably request (including historical wind data for the Facility).

9.4.2 Electronic Fault Log. Seller shall maintain an electronic fault log of operations of the Facility during each hour of the term of this Agreement commencing on the Commercial Operation Date. Seller shall provide PacifiCorp with a copy of the electronic fault log within thirty (30) calendar days after the end of the Billing Period to which the fault log applies.

9.4.3 Upon the request of PacifiCorp, Seller shall provide PacifiCorp the manufacturers' guidelines and recommendations for maintenance of the Facility equipment.

9.4.4 By each January 10 following the Commercial Operation Date, Seller shall provide to PacifiCorp written certification that Seller has completed all the manufacturers' guidelines and recommendations for maintenance of the Facility equipment applicable to the previous calendar year.

9.4.5 At any time from the Effective Date, one (1) year's advance notice of the termination or expiration of any agreement, including Wind Leases, pursuant to which the Facility or any equipment relating thereto is upon the Facility site; provided that the foregoing does not authorize any early termination of any land lease.

9.4.6 As soon as it is known to Seller, Seller shall disclose to PacifiCorp, the extent of any material violation of any environmental laws or regulations arising out of the construction or operation of the Facility, or the presence of Environmental Contamination at the Facility or on the Premises, alleged to exist by any Governmental Authority having jurisdiction over the Premises, or the present existence of, or the occurrence during Seller's occupancy of the Premises of, any enforcement, legal, or regulatory action or proceeding relating to such alleged violation or alleged presence of Environmental Contamination presently occurring or having occurred during the period of time that Seller has occupied the Premises.

9.5 Maintenance of Metering Equipment. To the extent not otherwise provided in the Generator Interconnection Agreement, PacifiCorp shall inspect, test, repair and replace the metering equipment periodically, or at the request of Seller if Seller has reason to believe

metering may be off and requests an inspection in writing. To the extent not otherwise provided in the Generator Interconnection Agreement, all PacifiCorp's costs relating to designing, installing, maintaining, and repairing metering equipment installed to accommodate Seller's Facility shall be borne by Seller.

SECTION 10: BILLINGS, COMPUTATIONS AND PAYMENTS

10.1 Payment for Net Output. On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Net Output to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the parties related to this Agreement, the Generation Interconnection Agreement, or the Facility. Any such offsets shall be separately itemized on the statement accompanying each payment to Seller.

10.2 Corrections. PacifiCorp shall have up to thirty-six (36) months to adjust any payment made pursuant to Section 10.1. In the event PacifiCorp determines it has overpaid Seller (for Inadvertent Energy, calibration error, or otherwise), PacifiCorp may adjust Seller's future payment accordingly in order to correct the error in a reasonable time.

10.3 Annual Invoicing for Output Shortfall. Thirty calendar days after the end of each Contract Year, PacifiCorp shall deliver to Seller an invoice showing PacifiCorp's computation of Output Shortfall, if any, for all Billing Periods in the prior Contract Year and Output Shortfall Damages, if any. In preparing such invoices, PacifiCorp shall utilize the meter data provided to PacifiCorp for the Contract Year in question, but may also rely on historical averages and such other information as may be available to PacifiCorp at the time of invoice preparation if the meter data for such Contract Year is then incomplete or otherwise not available. To the extent required, PacifiCorp shall prepare any such invoice as promptly as practicable following its receipt of actual results for the relevant Contract Year. Seller shall pay to PacifiCorp, by wire transfer of immediately available funds to an account specified in writing by PacifiCorp or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice, and shall within 120 days after receiving the invoice raise any objections regarding any disputed portion of the invoice. Objections not made by Seller within the 120-day period shall be deemed waived.

10.4 Interest on Overdue Amounts. Any amounts owing after the due date thereof shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; *provided, however*, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

10.5 Disputed Amounts. If either Party, in good faith, disputes any amount due pursuant to an invoice rendered hereunder, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Except with respect to invoices provided under Section 10.2, any such notice shall be provided within two (2) years of the date of the invoice in which the error first occurred. If any amount disputed by such Party is

determined to be due to the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within five (5) days after such determination or resolution, along with interest in accordance with Section 10.4.

SECTION 11: SECURITY

11.1 Delay Security:

11.1.1 Duty to Post Security. By the date provided in Section 2.2.2, Seller shall post a Letter of Credit, cash or a parental guaranty, each in a form acceptable to PacifiCorp, in the amount of \$544,500, as calculated pursuant to Section 11.1.2 (“**Delay Security**”). To the extent PacifiCorp receives payment from the Delay Security, Seller shall, within fifteen (15) calendar days, restore the Default Security as if no such deduction had occurred.

11.1.2 Calculation of Delay Security. The dollar value of Delay Security specified in Section 11.1.1 shall equal twenty-five dollars (\$25) multiplied by the Maximum Facility Delivery Rate with the Maximum Facility Delivery Rate being measured in kW. .

11.1.3 Right to Draw on Security. PacifiCorp shall have the right to draw on the Delay Security to collect Delay Liquidated Damages. Commencing on or about first of each month, PacifiCorp will invoice Seller for Delay Liquidated Damages incurred, if any, during the preceding month. If insufficient Delay Security is available, Seller shall pay PacifiCorp for invoiced Delay Liquidated Damages no later than five business days after receiving such invoice. The Parties will make billings and payments for Delay Liquidated Damages in accordance with Section 10.

11.1.4 Partial Release of Delay Security. Provided that Seller has maintained Delay Security in accordance with Section 11.1.1, PacifiCorp shall release one-fourth of the original amount of Delay Security stated in Section 11.1.1 each time Seller accomplishes a milestone (a), (b), or (c), below:

- (a) Seller has executed the Generation Interconnection Agreement with Transmission Provider;
- (b) Seller has poured the concrete foundation at each of its planned individual wind turbine locations;
- (c) Seller has received written approval from the Transmission Provider to interconnect the Facility at the Maximum Facility Delivery Rate.

PacifiCorp shall make the partial refund of Delay Security required above within ten business days of the date Seller provides PacifiCorp written notice (along with satisfactory documentation thereof) that it has accomplished milestone (a), (b), or (c).

11.1.5 Full Release of Delay Security. Unless PacifiCorp disputes whether Seller has paid all Delay Liquidated Damages, PacifiCorp shall release all remaining Delay Security upon the earlier of the 30th calendar day following commencement of Commercial Operation or the 60th calendar day following PacifiCorp's termination of this Agreement.

11.1.6 Default. Seller's failure to post and maintain Delay Security in accordance with Section 11.1 will constitute an event of default, unless cured in accordance with Section 12.1.1 of this Agreement.

11.2 Default Security (Levelized Pricing Only). If Seller has adopted levelized pricing for Net Output, Seller will provide security to PacifiCorp pursuant to Commission Order Nos. 21690, 21800, 29482, 29587 and related orders ("Default Security") as set forth in Addendum ___ [this sub-Section 11.2 not applicable].

SECTION 12: DEFAULTS AND REMEDIES

12.1 The following events shall constitute defaults under this Agreement:

12.1.1 Non-Payment. A Party's failure to make a payment when due under this Agreement or post and maintain security in conformance with the requirements of Section 11 or maintain insurance in conformance with the requirements of Section 14 of this Agreement, if the failure is not cured within ten (10) business days after the non-defaulting Party gives the defaulting Party a notice of the default.

12.1.2 Breach of Representation. Breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice.

12.1.3 Default on Other Agreements. Seller's failure to cure any default under the Generation Interconnection Agreement or any other agreement between the parties related to this Agreement, the Generation Interconnection Agreement, or the Facility within the time allowed for a cure under such agreement or instrument.

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

12.1.5 Material Adverse Change. A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, within fifteen (15) days from the date of such request.

12.1.6 Sale to Third-Party. Seller's sale of Net Output to an entity other than PacifiCorp, as prohibited by Section 4.2.

12.1.7 Non-Delivery. Unless excused by an event of Force Majeure, Seller's failure to deliver any Net Energy for three consecutive calendar months.

12.1.8 A Party otherwise fails to perform any material obligation (including but not limited to failure by Seller to meet any deadline set forth in Section 2.2) imposed upon that Party by this Agreement if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; *provided, however,* that, upon written notice from the defaulting Party, this thirty (30) day period shall be extended by an additional ninety (90) days if (a) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (b) the default is capable of being cured within the additional ninety (90) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

12.2 In the event of any default hereunder, the non-defaulting Party must notify the defaulting Party in writing of the circumstances indicating the default and outlining the requirements to cure the default. If the default has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement. The rights provided in this Section 12 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

12.3 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output from the facility using the same motive force to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller do so subject to the terms of this Agreement, including but not limited to the purchase prices as set forth in (Section 5), until the Expiration Date (as set forth in Section 2.1). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

12.4 If this Agreement is terminated as a result of Seller's default, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), Seller shall pay PacifiCorp Output Shortfall Damages for a period of twelve (12) months from the date of termination plus the estimated administrative cost to acquire the replacement power. The Parties agree that the damages PacifiCorp would incur due to termination resulting from Seller's default would be difficult or impossible to predict with certainty, and that the damages in this Section 12.4 are an appropriate approximation of such damages.

12.5 Recoupment of Damages.

- (a) Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.

- (b) Default Security Unavailable. If Seller has not posted Default Security, or if PacifiCorp has exhausted the Default Security, PacifiCorp may collect any remaining amount owing by partially withholding future payments to Seller over a reasonable period of time. PacifiCorp and Seller shall work together in good faith to establish the period, and monthly amounts, of such withholding so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility.

12.6 Upon an event of default or termination event resulting from default under this Agreement, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract(s) or agreement(s) between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

12.7 Amounts owed by Seller pursuant to this Section 12 shall be due within five (5) business days after any invoice from PacifiCorp for the same.

SECTION 13: INDEMNIFICATION; LIABILITY

13.1 Indemnities.

13.1.1 Indemnity by Seller. Seller shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy delivered by Seller under this Agreement to and at the Point of Delivery, (b) any facilities on Seller's side of the Point of Delivery, (c) Seller's operation and/or maintenance of the Facility, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, Seller or others, excepting only such loss, claim, action or suit as may be caused solely by the fault or gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives.

13.1.2 Indemnity by PacifiCorp. PacifiCorp shall release, indemnify and hold harmless Seller, its directors, officers, agents, lenders and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with the energy delivered by Seller under this Agreement after the Point of Delivery, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property, excepting only such loss, claim, action or suit as may be

caused solely by the fault or gross negligence of Seller, its directors, officers, employees, agents, lenders or representatives.

13.2 No Dedication. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

13.3 No Warranty. Any review, acceptance or failure to review Seller's design, specifications, equipment or facilities shall not be an endorsement or a confirmation by PacifiCorp and PacifiCorp makes no warranties, expressed or implied, regarding any aspect of Seller's design, specifications, equipment or facilities, including, but not limited to, safety, durability, reliability, strength, capacity, adequacy or economic feasibility.

13.4 CONSEQUENTIAL DAMAGES. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

SECTION 14: INSURANCE

14.1 Certificates. Prior to connection of the Facility to the System, Seller shall secure and continuously carry insurance in compliance with the requirements of this Section. Seller shall provide PacifiCorp insurance certificate(s) (of "ACORD Form" or the equivalent) certifying Seller's compliance with the insurance requirements hereunder. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

14.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-VII" by the A.M. Insurance Reports the insurance coverage specified below:

14.2.1 Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 per occurrence to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

14.2.2 All Risk Property insurance providing coverage in an amount at least equal to 80% of the replacement value of the Facility against "all risks" of physical loss or damage, including coverage for earth movement, flood, and boiler and machinery. The Property policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. The Risk Policy will be maintained in accordance with terms available in the insurance market for similar facilities.

14.3 The Commercial General Liability policy required herein shall include (i) provisions or endorsements naming PacifiCorp, its Board of Directors, Officers and employees as additional insureds, and (ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

14.4 All liability policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without (i) ten (10) business days prior written notice to PacifiCorp if canceled for nonpayment of premium, or (ii) thirty (30) business days prior written notice to PacifiCorp if canceled for any other reason.

14.5 Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Seller for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

SECTION 15: FORCE MAJEURE

15.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the reasonable control of the Seller or of PacifiCorp which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority or other Governmental Authority which is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force to operate the Facility or changes in market conditions that affect the price of energy or transmission. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

15.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the

particulars of the occurrence, including the start date of the Force Majeure, the cause of Force Majeure, whether the Facility remains partially operational and the expected end date of the Force Majeure;

15.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure;

15.1.3 the non-performing Party uses its best efforts to remedy its inability to perform; and

15.1.4 the non-performing Party shall provide prompt written notice to the other Party at the end of the Force Majeure event detailing the end date, cause there of, damage caused there by and any repairs that were required as a result of the Force Majeure event, and the end date of the Force Majeure.

15.2 No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.

15.3 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

SECTION 16: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Seller includes two or more parties, each such party shall be jointly and severally liable for Seller's obligations under this Agreement.

SECTION 17: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state of Idaho, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

SECTION 18: PARTIAL INVALIDITY

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties to this Agreement.

SECTION 19: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

SECTION 20: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

PacifiCorp's compliance with the terms of this Agreement is conditioned on Seller's submission to PacifiCorp prior to the Commercial Operation Date and Seller's maintenance thereafter of copies of all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility.

SECTION 21: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, except that no assignment hereof by either Party shall become effective without the written consent of both Parties being first obtained. Such consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction. Further notwithstanding the foregoing, any entity with which PacifiCorp may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without further act, and without need of consent or approval by the Seller, succeed to all of PacifiCorp's rights, obligations, and interests under this Agreement. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. PacifiCorp shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

SECTION 22: ENTIRE AGREEMENT

22.1 This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of Net Output from the Facility. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

22.2 By executing this Agreement, each Party releases the other from any claims, known or unknown, that may have arisen prior to the execution date of this Agreement with respect to the Facility and any predecessor facility proposed to have been constructed on the site of the Facility.

SECTION 23: NOTICES

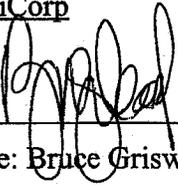
All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 5380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Power County Wind Park South Attn: Roald Doskeland Windland Inc. 7669 W. Riverside Drive Suite 102 Boise, Idaho 83714 Phone: (208) 377-7777 Fax: (208) 375-2894
All Invoices:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same as above
Scheduling:	Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	Same as above
Payments:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same as above
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	To be provide in a separate letter
Credit and Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813-5609	Same as above
With Additional Notices of an Event of Default or Potential Event of Default to:	Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-6761	Same as above

The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date first above written.

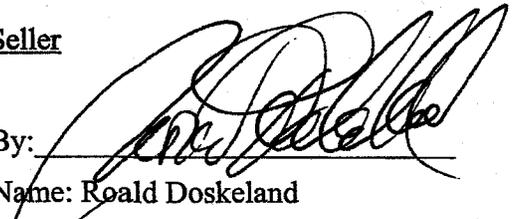
PacifiCorp

By:  

Name: Bruce Griswold

Title: Director, Short Term Origination
and QF Contracts

Seller

By: 

Name: Roald Doskeland

Title: President, Windland Inc.
Manager, Power County Wind Park
South , LLC

EXHIBIT A

RECEIVED

DESCRIPTION OF SELLER'S FACILITY 2010 AUG 25 AM 8:13

IDAHO PUBLIC UTILITIES COMMISSION

Seller's Facility consists of twelve (12) wind turbine generator(s) manufactured by Vestas. More specifically, each generator at the Facility is described as:

Type (synchronous or inductive): Inductive

PAGE 10-05

Model: Vestas V100, 1.8 MW

Number of Phases: 3

Rated Output (kW): 1,815

Rated Output (kVA): 2000@0.9 inductive

Rated Voltage (line to line):

Rated Current (A): Stator: _____ A; Rotor: _____ A

Maximum kW Output: 1,815 kW **Maximum kVA Output:** _____ kVA

Minimum kW Output: 0 kW

Manufacturer's Guaranteed Cut-in Wind Speed: 3 m/s

Manufacturer's Guaranteed Cut-out Wind Speed: 20 m/s

Facility Capacity Rating: 21,780 kW

Maximum Facility Delivery Rate: 21,780 kW at

Maximum GIA Delivery Rate: tbd kW [specify whether rate is instantaneous or hour-averaged]

Describe (1) any differences between the maximum output of the generator(s) and their Nameplate Capacity Rating(s) and (2) any differences between the Facility Capacity Rating, the Maximum Facility Delivery Rate, and the Maximum GIA Delivery Rate:

Station service requirements, and other loads served by the Facility, if any, are described as follows: Station Service is estimated to be 220kW, line losses and transformer losses are estimated to be 1,100 kW.

Location of the Facility: The Facility is located in Power County, Idaho. The location is more particularly described as follows:

South: T8S, R32E, Sections 19, 20, 29 & 30

Power factor requirements: tbd in GIA

Attach documentation of the power curve for the generator (see below)

Wind speed	Air density kg/m ³													
	1.225	0.95	0.975	1	1.025	1.05	1.075	1.1	1.125	1.15	1.175	1.2	1.25	1.275
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	13	9	9	9	10	10	11	11	11	12	12	13	14	15
4	112	80	83	86	89	92	95	98	101	104	106	109	115	118
5	260	198	203	209	215	220	226	232	237	243	248	254	265	271
6	462	356	365	375	385	395	404	414	424	433	443	453	472	481
7	736	563	579	595	611	626	642	658	673	689	705	720	751	767
8	1108	856	879	902	925	948	971	994	1017	1040	1063	1086	1131	1153
9	1524	1212	1243	1273	1304	1335	1363	1392	1421	1449	1474	1499	1547	1570
10	1766	1566	1591	1616	1641	1666	1682	1699	1716	1733	1744	1755	1773	1780
11	1811	1764	1772	1779	1786	1794	1797	1800	1803	1807	1808	1809	1812	1813
12	1815	1808	1810	1811	1812	1814	1814	1814	1815	1815	1815	1815	1815	1815
13	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
14	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
15	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815	1815
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21	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT B

POINT OF DELIVERY / PARTIES' INTERCONNECTION FACILITIES

1. The Point of Delivery will be the high-side of Seller's 34.5/230kV transformer interconnecting between structures 53 and 55 on the Brady-Treasureton 230kV transmission line. Point of Metering for PCWP South is above the disconnect switch for Collector circuit feeder #2.
2. Single line drawing of Facility is attached. There are no transmission facilities on Seller's side of the Point of Delivery.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

Qualifying Facility Number from FERC: South – QF 10-350-000

The following Documents are required to complete this project:

Generation Interconnection Agreement

Turbine commissioning certifications from the turbine manufacturer

Easements:

1. Memorandum of Lease, Kopp et al, instrument # 195132
2. Memorandum of Lease, Deeg et al, instrument #185679
3. Memorandum of Lease Amendment, Deeg et al, instrument # 195134
4. Memorandum of Lease, Isaak et al, instrument # 185678
5. Memorandum of Lease Amendment, Isaak et al, instrument # 195136
6. Memorandum of Lease, Meadows et al, instrument # 194226
7. Memorandum of Lease Amendment, Meadows et al, instrument # 195131

Permits (if required by the following agencies):

- Special Use Permit from Power County Planning and Zoning
- Power County Highway District Access Permit
- Southeast District Health Department Septic Permit
- Idaho Division of Building Safety Electrical Permit
- Idaho Transportation Department, Division of Aeronautics, FAA Form 7460
- Idaho Transportation Department, Overlegal load Permit
- Idaho Department of Environmental Quality, Dredge and Fill Permit
- FAA Form 7460-1 and 7460-2 for each turbine
- US Army Corp of Engineers, Section 404 Clean Water Act
- US Environmental Protection Agency, Construction General Permit/Notice of Intent

Agreement between Power County Wind Park North and Power County Wind Park South granting Power County Wind Park North rights to use interconnection facilities owned by Power County Wind Park South to deliver Net Output

EXHIBIT D
ENERGY DELIVERY SCHEDULE

Power County Wind Park South, LLC		
	Scheduled Monthly	
	Energy Delivery	Avg kW/mo
January	6,221,422	8,362
February	5,743,522	8,547
March	6,215,694	8,354
April	5,326,692	7,398
May	4,710,890	6,332
June	4,539,524	6,305
July	3,445,526	4,631
August	3,321,630	4,465
September	4,113,788	5,714
October	4,744,687	6,377
November	5,620,495	7,806
December	6,519,863	8,763
Total	60,523,733	6,909

EXHIBIT E

START-UP TESTING

Required factory testing includes such checks and tests necessary to determine that the equipment systems and subsystems have been properly manufactured and installed, function properly, and are in a condition to permit safe and efficient start-up of the Facility, which may include but are not limited to:

1. Test of mechanical and electrical equipment;
2. Calibration of all monitoring instruments;
3. Operating tests of all valves, operators, motor starters and motor;
4. Alarms, signals, and fail-safe or system shutdown control tests;
5. Point-to-point continuity tests;
6. Bench tests of protective devices; and
7. Tests required by manufacturer(s) and designer(s) of equipment.

Required start-up tests are those checks and tests necessary to determine that all features and equipment, systems, and subsystems have been properly installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PacifiCorp's electrical system, which may include but are not limited to:

1. Turbine/generator mechanical runs and functionality;
2. System operation tests;
3. Brake tests;
4. Energization of transformers;
5. Synchronizing tests (manual and auto);
6. Excitation and voltage regulation operation tests;
7. Auto stop/start sequence;
8. Completion of any state and federal environmental testing requirements; and
9. Tests required by manufacturer(s) and designer(s) of equipment.

For wind projects only, the following Wind Turbine Generator Installation Checklists are required documents to be signed off by Manufacturer or Subcontract Category Commissioning Personnel as part of the Commissioning and startup testing:

Turbine Installation
Foundation Inspection
Controller Assembly
Power Cables

Cable Installation Checklists including:

Controller
Top Deck / Yaw Deck
Tower Top Section / Saddle
Mid Section Cables or buss bars
Base Section

Tower Base Section
Tower Lights and Outlets
Tower Mid Section
Tower Top Section
Nacelle
Rotor

EXHIBIT F-1
MOTIVE FORCE PLAN

WIND SPEED DATA SUMMARIES & HOURLY WIND PROFILE

Windland has collected wind data at the sites of Power County Wind Park North and South since 2002. Data have been collected on multiple met masts and site analyses have been performed by Garrad Hassan, WindLogics, 3 Tier, Ron Nierenburg and V-bar LLC. The attached 12x24 table was based on an analysis of wind data collected on site between January 2005 and December 2009. The basic analytical method employed was Measure-Correlate-Predict (MCP). The site observations were correlated with data collected at the Pocatello airport to provide long term wind speed adjustments. Monthly averages, diurnal variations and long term averages were used to produce site frequency distributions including the 12x24 array attached.

	12x24 production (kWh) for											
	Power County Wind Park South											
(MST)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	8426	9331	8481	7742	6634	6781	5303	5155	6745	7151	8481	9313
1	8740	8648	8703	7835	6375	6855	4915	4767	6689	6301	8371	9258
2	8925	8703	8759	7631	6560	6412	4693	5026	6356	6504	8112	8722
3	9073	8408	8666	7336	6523	6190	4453	4897	5950	6560	7410	8204
4	8555	8241	8537	7354	6042	6005	4195	4231	5784	6449	7077	8260
5	8888	9036	8888	7059	6098	6079	3474	3973	5691	6209	7206	8223
6	8740	8796	8574	6689	5617	5562	3936	3751	5470	6412	7299	8703
7	8796	8796	8149	6412	5063	5118	3363	3696	4638	5821	6966	8685
8	8648	8999	7890	6264	4860	5045	2716	3104	4195	5710	6855	8555
9	8537	8925	7576	6079	5266	5118	3049	2975	4158	5285	7170	8722
10	8297	8500	8278	6948	5765	5248	3474	2975	3917	5045	7133	8906
11	8241	8112	9036	7299	6172	5839	3418	3400	4010	5211	7225	8334
12	7724	8093	9091	7558	6393	6024	3862	4361	4509	5470	7354	8167
13	7613	7853	8814	7798	6467	6430	4379	4258	5285	6246	7317	7613
14	7336	7761	8537	7502	6726	6874	4934	5229	5580	6301	7354	8093
15	7428	7299	8648	7539	7077	7391	5617	5377	5895	6430	7170	7890
16	7705	7299	8463	7280	7003	7724	5303	5673	5728	6837	7391	8555
17	8204	7613	7909	7631	6560	7040	5525	5063	5433	6781	8149	9331
18	8075	8334	7964	7798	6320	6652	5562	4749	6356	7262	8592	9368
19	8056	8592	7872	7798	6671	5987	5580	5155	6689	7539	8906	9221
20	8297	9054	7798	7927	7114	6726	6098	5691	7114	7243	8814	9424
21	8518	9609	7816	7853	7354	6781	6005	6190	7022	7206	9073	9701
22	8962	9516	8149	8241	6874	6818	5636	5691	6745	6634	9128	9313
23	8906	9609	7909	7983	6430	6615	5654	5322	7170	6449	8796	9756

EXHIBIT F-2

ENGINEER'S CERTIFICATION

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;

_____ [Licensed Professional Engineer's certification]

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 60,523,733 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;

_____ [Licensed Professional Engineer's certification]

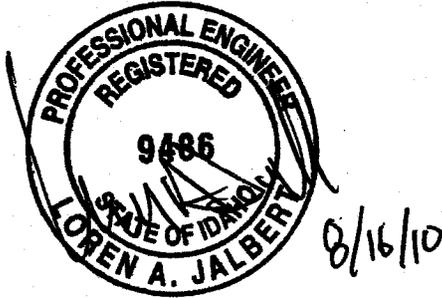
(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

_____ [Licensed Professional Engineer's certification]

EXHIBIT F-2

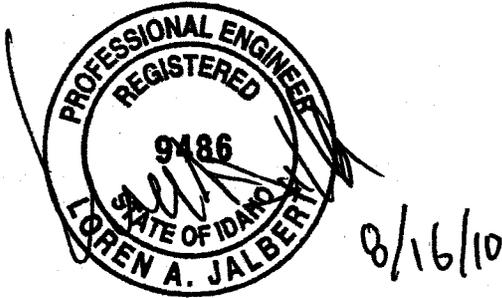
ENGINEER'S CERTIFICATION – SOUTH ARRAY

(1) THAT THE WIND DATA SUMMARIES IN EXHIBIT F-1 ARE ACCURATE;



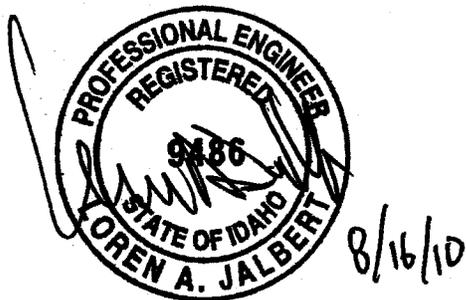
A circular professional engineer seal for Loren A. Jalbert, State of Idaho, Registered Engineer 9486. The seal is stamped with a signature and the date 8/16/10.

(2) THAT THE AVERAGE ANNUAL NET OUTPUT ESTIMATE IS 60,523,733 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT BASED ON THE MOTIVE FORCE PLAN IN EXHIBIT F-1;



A circular professional engineer seal for Loren A. Jalbert, State of Idaho, Registered Engineer 9486. The seal is stamped with a signature and the date 8/16/10.

(3) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.



A circular professional engineer seal for Loren A. Jalbert, State of Idaho, Registered Engineer 9486. The seal is stamped with a signature and the date 8/16/10.

EXHIBIT G
SAMPLE ENERGY PURCHASE PRICE CALCULATIONS

The following are samples of calculations of energy purchase prices using the formula and tables in Section 5.1.

The calculation for the non-levelized purchase price during an On-Peak Hour in May of 2011 equals \$60.24/MWh (the 2011 annual rate for Conforming Energy) multiplied by 92% (0.92) (the May On-Peak Hour multiplier) minus \$6.50/MWh (the wind integration cost), which equals \$48.92/MWh.

Table 1: Sample calculations for non-levelized On-Peak Conforming Energy in 2011: Purchase Price = (annual rate * monthly On-Peak multiplier) – wind integration cost.

Month	Conforming Energy Annual Rate for 2011 (per MWh)	On-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 On-Peak Conforming Energy (per MWh)
January	\$60.24	103%	\$6.50	\$55.55
February	\$60.24	105%	\$6.50	\$56.75
March	\$60.24	95%	\$6.50	\$50.73
April	\$60.24	95%	\$6.50	\$50.73
May	\$60.24	92%	\$6.50	\$48.92
June	\$60.24	94%	\$6.50	\$50.13
July	\$60.24	121%	\$6.50	\$66.39
August	\$60.24	121%	\$6.50	\$66.39
September	\$60.24	109%	\$6.50	\$59.16
October	\$60.24	115%	\$6.50	\$62.78
November	\$60.24	110%	\$6.50	\$59.76
December	\$60.24	129%	\$6.50	\$71.21

Table 2: Sample calculations for non-levelized Off-Peak Conforming Energy in 2011: Purchase Price = (annual rate * monthly Off-Peak multiplier) – wind integration cost.

Month	Conforming Energy Annual Rate for 2011 (per MWh)	Off-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 Off-Peak Conforming Energy (per MWh)
January	\$60.24	94%	\$6.50	\$50.13
February	\$60.24	97%	\$6.50	\$51.93
March	\$60.24	80%	\$6.50	\$41.69

Month	Conforming Energy Annual Rate for 2011 (per MWh)	Off-Peak Hour Multiplier	Wind Integration Cost	Calculated Purchase Price for 2011 Off-Peak Conforming Energy (per MWh)
April	\$60.24	76%	\$6.50	\$39.28
May	\$60.24	63%	\$6.50	\$31.45
June	\$60.24	65%	\$6.50	\$32.66
July	\$60.24	92%	\$6.50	\$48.92
August	\$60.24	106%	\$6.50	\$57.35
September	\$60.24	99%	\$6.50	\$53.14
October	\$60.24	105%	\$6.50	\$56.75
November	\$60.24	96%	\$6.50	\$51.33
December	\$60.24	120%	\$6.50	\$65.79

EXHIBIT H

Seller Authorization to Release Generation Data to PacifiCorp

[Interconnection Customer Letterhead]

Transmission Services

Attn: Director, Transmission Services

825 NE Multnomah, Suite 1600

Portland, OR 97232

RE: Power County Wind Park South LLC Interconnection Request

Dear Sir:

Power County Wind Park South LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park South LLC's generator interconnection information and generator meter data relating to Power County Wind Park South LLC Qualifying Facility located in the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park South LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Name

Title

Date



Transmission Services

Attn: Director, Transmission Services

825 NE Multnomah, Suite 1600

Portland, OR 97232

RE: Power County Wind Park South LLC Interconnection Request

Dear Sir:

Power County Wind Park South LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Power County Wind Park South LLC's generator interconnection information and generator meter data relating to Power County Wind Park South LLC Qualifying Facility located near the town of American Falls, Power County, Idaho with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Power County Wind Park South LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Name: Roald Doskeland

Title President, Windland Inc, Manager, Power County Wind Park South, LLC

8-16-'10

Date

ADDENDUM L

STATION LOAD, LOSSES, and NET OUTPUT ALLOCATION ALGORITHM FOR THE POWER COUNTY WIND PARK SOUTH, LLC PROJECT

This Addendum L is hereby made a part of, and clarifies certain terms in, the *Power Purchase Agreement between Power County Wind Park South, LLC and PacifiCorp* ("Agreement") entered into the 10th day of August 2010. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Power County Wind Park South, LLC ("Seller") and PacifiCorp are at times referred to herein individually as a "Party" or collectively as the "Parties".

Power County Wind Park North, LLC and Power County Wind Park South, LLC, together, form a complex of separate, Idaho small wind Qualifying Facilities ("Windland Power County Projects") that share collector wires, a 34.5/230 kV substation, and related equipment, which connect the Qualifying Facilities to the Point of Delivery ("Shared Interconnection Facilities").

PacifiCorp has agreed to buy (and Seller has agreed to sell), at the Point of Delivery, Seller's total energy output net of: (1) Seller's station service; (2) energy provided by Seller to another Windland Power County Project for station service; (3) Seller's share of the transformation losses; and (4) Seller's share of the line losses between Seller's Facility and the Point of Delivery (together Seller's "Station Auxiliary Load and Losses"). However, Seller and PacifiCorp agree that it is impossible to measure Seller's Station Auxiliary Load and Losses separate and apart from the Station Auxiliary Load and Losses of the other Windland Power County Projects. Therefore, in order to implement an objective, practicable, and equitable process by which PacifiCorp may quantify energy delivered by Seller to the Point of Delivery (net of its Station Auxiliary Load and Losses), the Parties do agree as follows:

A. Billing Formulae. PacifiCorp shall determine Seller's Net Output in kWh for purposes of the Agreement using the method specified below.

1. Definitions

NR_i = the nameplate rating of Windland Power County Project i .

NR_T = the sum of all the nameplate ratings of Windland Power County Projects ($i = 1$ to 2).

$PALL_T$ = the accumulated purchased energy from Utility Supplier(s), as determined at the Point of Delivery, to supply the net total station auxiliary load and losses for the Shared Interconnection Facilities for Windland Power County Projects $i = 1$ to 2 whenever such total load and losses exceeds total generation output.

- $PALL_i$ = the allocated share of $PALL_T$ for Project i as determined by multiplying $PALL_T$ by NR_i and dividing by NR_T .
- OP_i = for a given integration interval, the metered output energy of Windland Power County Project i , as determined by PacifiCorp's meter at the point where Windland Power County Project i connects to the Shared Interconnection Facilities. For any integration interval during which any energy is delivered to a Project from the Shared Interconnection Facilities, such delivered energy is accumulated in a separate meter register and does not decrement the register used to measure accumulated OP_i . Therefore OP_i is by definition always greater than or equal to zero, and in the event the meter records OP_i less than zero, OP_i shall be deemed to equal zero.
- OP_T = the sum of all OP_i ($i = 1$ to 2).
- NO_T = for a given integration interval, the total energy delivered to the Point of Delivery (230 KV Brady Treasureton transmission line). NO_T shall be as measured at PacifiCorp's meter near the Point of Delivery (kWh, in 10-minute intervals), adjusted for any transformation losses between the meter and the Point of Delivery. For any integration interval during which any energy is delivered to the Point of Delivery from PacifiCorp's system, such delivered energy is accumulated in a separate meter register of the PacifiCorp meter and does not decrement the register used to measure accumulated Net Output energy. Therefore NO_T is by definition always greater than or equal to zero and in the event the meter records NO_T less than zero, NO_T shall be deemed to equal zero.
- NO_i = the net energy sold to PacifiCorp by Windland Power County Project i during the integration interval.
- $SALL_T$ = the total of all station auxiliary load and losses for the Shared Interconnection Facilities for Windland Power County Projects ($i = 1$ to 2) when NO_T is positive.
- $SALL_i$ = the allocated share for Windland Power County Project i of $SALL_T$.

Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement.

2. Calculations

Calculations shall be reconciled and settled monthly. Calculations shall be based upon raw data gathered from specified meters using a metering integration interval of 5, 10, or 15 minutes at PacifiCorp's election to match the metering installation PacifiCorp specified ("**integration interval**"). Calculations shall be rounded to the nearest kilowatthour in the final step.

(a). When Total Generation Output \leq Station Auxiliary Load and Losses

When, for any integration interval, the total of all OP_i Project output amounts of energy among all Windland Power County Projects (OP_T) is less than or equal to the total station auxiliary load and losses for the Shared Interconnection Facilities, the meters at the Point of Delivery will accumulate the Utility Supplier's delivery of purchased energy, $PALL_T$,

to supply such net total load and losses in a meter register that is separate from that which accumulates NO_T and NO_T shall equal zero or if negative, be deemed to equal zero. The "Utility Supplier" shall be the utility providing retail electric service at the Facility (Rocky Mountain Power). PacifiCorp shall have no obligation to serve any of the Windland Power County Projects' retail electric needs absent a separate written agreement with PacifiCorp and then only with the permission of Seller's Utility Supplier. None of the costs associated with provision of retail electric service to Seller shall be borne by PacifiCorp.

(b). When Total Generation Output > Station Auxiliary Load and Losses

When, for any integration interval, the total generation of energy among all Windland Power County Projects is greater than the total station auxiliary load and losses for the Shared Interconnection Facilities, the meters at the Point of Delivery will accumulate in a separate register PacifiCorp's receipt of the total combined energy from all the Projects (NO_T). The difference between OP_T and NO_T for that interval ($SALL_T$) is allocated to each Windland Power County Project in proportion to its generation output (OP_i) in the same integration interval to determine NO_i by the formulae:

$$\text{Let } SALL_T = [OP_T - NO_T] \text{ and}$$

$$SALL_i = [SALL_T] * [OP_i / OP_T]$$

The Net Output energy sold by each Project i is then determined as:

$$NO_i = [OP_i - SALL_i] \text{ and substituting for } SALL_i ;$$

$$NO_i = NO_T * [OP_i / OP_T]$$

B. Limitation of PacifiCorp Purchase Liability. PacifiCorp's total purchase obligation to the Windland Power County Projects shall at no time exceed total energy delivered by the Windland Power County Projects to the Point of Delivery. Therefore, in the event the sum of the Net Output energy (calculated according to the preceding formulae) for all the Windland Power County Projects is greater than NO_T , then PacifiCorp shall reduce calculated Net Output energy from each Windland Power County Project, pro rata each Windland Power County Project's share of the OP_T , such that the total energy purchased from all the Windland Power County Projects at the Point of Delivery by PacifiCorp equals NO_T .

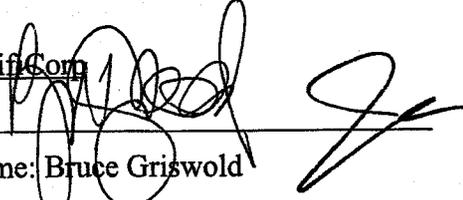
C. PacifiCorp Right to Offset. In the event PacifiCorp determines it has underpaid one or more Windland Power County Projects (due to metering error or otherwise) and, as a result of underpaying one or more Windland Power County Projects, has overpaid Seller,

PacifiCorp may adjust Seller's future payment(s) accordingly in order to recapture any overpayment received by Seller in a reasonable time.

D. Condition Subsequent. This Addendum L was negotiated jointly among the Windland Power County Projects and PacifiCorp and is intended by all of the Windland Power County Projects and PacifiCorp to be one of two identical bilateral agreements, each between PacifiCorp and an Windland Power County Project, but each related to the other. Therefore, in the event one or more Windland Power County Projects does not agree to be bound by the terms and conditions set forth in this Addendum L, PacifiCorp may, upon thirty days written notice, cancel all Addendum L agreements. In the event PacifiCorp cancels this Addendum L in accordance with this Section D, PacifiCorp may satisfy its obligation to pay Seller by depositing when due, with an escrow agent chosen by the Windland Power County Projects, the total payment due to all Windland Power County Projects under their respective Power Purchase Agreements, less offsets (if any) calculated based upon NO_T and the Contract Price.

AGREED TO BY:

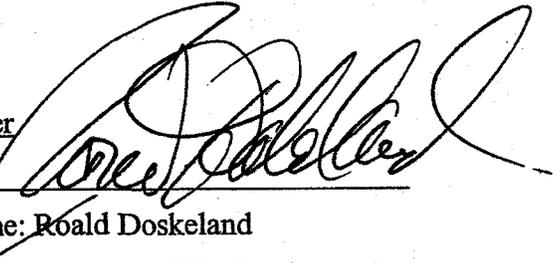
PacifiCorp

By: 

Name: Bruce Griswold

Title: Director, Short Term Origination
and QF Contracts

Seller

By: 

Name: Roald Doskeland

Title: President, Windland Inc.
Manager, Power County
Wind Park South, LLC