

POWER PURCHASE AGREEMENT

BETWEEN

ANTICLINE WIND, LLC

AND

PACIFICORP

DATED APRIL 20, 2022

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EXHIBITS

Exhibit A	Expected Hourly Net Output; Expected Monthly Net Output; Expected Annual Net Output; Maximum Delivery Rate; Expected Nameplate Capacity Rating
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POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT (this “Agreement”) is entered into as of April 20, 2022 (the “Execution Date”), by and between Anticline Wind, LLC, a Delaware limited liability company (“Seller”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Seller and PacifiCorp are sometimes referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

A. Seller intends to construct, own, operate and maintain the Facility (as such term is defined in Section 1.1) upon the terms and conditions set forth herein; and

B. Seller desires to sell to PacifiCorp, and PacifiCorp desires to purchase from Seller, Product (as such term is defined in Section 1.1) from the Facility, upon the terms and conditions set forth herein; and

C. PacifiCorp intends to include certain Product in its resource planning and to designate this Agreement as a Network Resource (as such term is defined in Section 1.1) for purposes of serving network load.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

SECTION 1 DEFINITIONS, RULES OF INTERPRETATION

1.1 Defined Terms. Unless otherwise required by the context in which any capitalized term appears, initially capitalized terms used in this Agreement shall have the following meanings:

“Abandonment” or “Abandons” means: (a) the relinquishment of all possession and control of the Facility by Seller (other than in connection with an Assignment permitted by Section 20); (b) after the achievement of the “Issue FNTP” Project Milestone for the Facility (as identified on Exhibit N), but prior to the Commercial Operation Date, the complete cessation of the construction, testing and commissioning of the Facility for ninety (90) consecutive days that is not consistent with the Project Milestones schedule attached hereto as Exhibit N, as may be amended in accordance with Section 2.2.1; and (c) after the Commercial Operation Date, the complete cessation of the operation of the Facility for one hundred twenty (120) consecutive days; provided, in the case of (a), (b) and (c) above, that such relinquishment or cessation is not caused by or attributable to an Event of Default by PacifiCorp, a written request by PacifiCorp, or an event of Force Majeure.

“AC” means alternating current.

“Additional Project Development Security” means a Guaranty or a Letter of Credit, in each case, in an amount equal to [REDACTED]

“Affected Party” is defined in Section 14.1.

“Affiliate” means, with respect to any designated Person, each Person that directly or indirectly controls, is controlled by, or is under common control with, such designated Person, with “control” meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise; provided, however, that notwithstanding the foregoing, (a) with respect to PacifiCorp, “Affiliate” only includes Berkshire Hathaway Energy Company and its direct, wholly owned subsidiaries, and (b) NextEra Energy Partners, LP and its subsidiaries shall at all times be deemed an Affiliate of Seller.

“AGC” or “Automatic Generation Control” means the equipment and capability of the Facility to receive AGC Set-Points that automatically adjust the amount of Output, Ancillary Services and such other operating parameters for which AGC Set-Points may be transmitted.

“AGC Set-Point” means an analog or digital signal updated every four (4) seconds sent to the Facility by PacifiCorp, the Interconnection Provider, the Transmission Provider or the Market Operator with respect to the Facility operations using AGC.

“Agreement” is defined in the Preamble.

“Ancillary Services” has the meaning set forth in the Tariff. Ancillary Services shall include reactive power, but shall not include any Capacity Rights.

“As-built Supplement” is a supplement to Exhibit B, as provided in Section 6.1, which provides the final “as-built” description of the Facility, including the Point of Delivery.

“Assign” is defined in Section 20.1. “Assignment” has a correlative meaning.

“Business Day” means every day other than a Saturday, Sunday or day which is a legal holiday in Portland, Oregon on which banks are not generally open for business.

“Capacity Rights” means any current or future defined characteristic, certificate, tag, credit or attribute thereof, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Facility or the Facility’s capability and ability to produce energy. Capacity Rights do not include any Ancillary Services, Green Tags, Tax Credits or other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility.

“COD Termination Payment” is defined in Section 11.3.5(d).

“Commercial Operation” means that the Generating Facility is fully operational and reliable at or greater than the Required Percentage of the Expected Nameplate Capacity Rating, all AGC equipment is installed and fully operational in accordance with the requirements of this Agreement, and the Facility is fully interconnected, fully integrated, and synchronized with the System, which occurs when all of the following events (a) have occurred, all of which are Seller’s responsibility to achieve, receive or obtain, and (b) remain simultaneously true and

accurate as of the date and moment on which Seller gives PacifiCorp notice pursuant to Section 2.2.3 that Commercial Operation has occurred:

(i) PacifiCorp has received a letter addressed to PacifiCorp from a Licensed Professional Engineer certifying: (A) the Nameplate Capacity Rating of the Generating Facility at the anticipated time of Commercial Operation, which must be at least equal to or greater than the Required Percentage of the Expected Nameplate Capacity Rating; (B) that the Generating Facility is able to generate electric energy reliably in amounts expected by and consistent with the terms and conditions of this Agreement; and (C) that all AGC equipment is installed and operational in accordance with the requirements of this Agreement;

(ii) PacifiCorp has received a letter addressed to PacifiCorp from a Licensed Professional Engineer certifying that, in conformance with the requirements of the Generation Interconnection Agreement: (A) all required Interconnection Facilities have been constructed; (B) all required interconnection tests have been completed; and (C) the Facility is physically interconnected with the System in conformance with the Generation Interconnection Agreement;

(iii) PacifiCorp has received a certificate from an officer of Seller stating that Seller has obtained or entered into all Required Facility Documents and that neither Seller nor the Facility are in violation of or subject to any liability under any Requirements of Law;

(iv) Seller has satisfied its obligation to pay for any network upgrades or other interconnection costs then-owing under the Generation Interconnection Agreement; and

(v) If required pursuant to Section 8, PacifiCorp has received the Default Security.

“Commercial Operation Date” means the date that Commercial Operation is achieved for the Facility in accordance with Section 2.2.3 but in no event earlier than [REDACTED] before the Scheduled Commercial Operation Date.

“Commission Approvals” means: (a) approval by the Wyoming Public Service Commission of a Certificate of Public Convenience and Necessity for the Gateway Transmission Projects pursuant to Wyoming Statute § 37-2-205; and (b) approval by the Utah Public Service Commission of a Certificate of Public Convenience and Necessity for the Gateway Transmission Projects pursuant to Utah Code § 54-4-25.

“Commission Approvals Deadline” means [REDACTED].

“Commission Approvals Termination Deadline” is defined in Section 2.1.2.

“Commissions” means the Wyoming Public Service Commission and the Utah Public Service Commission.

“Compensable Curtailment” means Net Output that is curtailed during the Term other than as a result of Non-Compensable Curtailment, including curtailment due to or arising out of any scheduling, bidding, other market or economic activities by PacifiCorp (acting in its merchant function capacity); provided that Interconnection Delay shall not be considered

Compensable Curtailment and shall only apply as provided in Section 2.2.2 and Section 5.1.2.

“Compensable Curtailment Energy” is defined in Section 4.5.2.

“Compensable Curtailment Price” is defined in Exhibit K.

“Compliance Cost Cap” is defined in Section 4.7.5.

“Compliance Costs” is defined in Section 4.7.5.

“Confidential Business Information” is defined in Section 23.1.

“Contract Interest Rate” means the lesser of: (a) the highest rate permitted under applicable Requirements of Law; or (b) two hundred (200) basis points per annum plus 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 Citibank, N.A. as its “prime rate.” If a Citibank, N.A. prime rate is not available, the applicable prime rate will be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with Ten Billion Dollars (\$10,000,000,000) or more in assets in New York City, N.Y., selected by the Party to whom interest is being paid.

“Contract Price” is defined in Exhibit K.

“Contract Year” means any consecutive twelve (12) month period during the Term, commencing at 00:00 hours on the Commercial Operation Date or any of its anniversaries and ending at 24:00 hours on the last day of such twelve (12) month period.

“COVID-19” means the viral pneumonia named coronavirus disease 2019 (COVID-19) by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations or variants thereof or related or associated epidemics, pandemics or disease outbreaks.

“Credit Requirements” means: (a) in the case of Seller and a Qualifying Person, Seller or such Qualifying Person has a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of: (i) ‘BBB+’ or greater from S&P; or (ii) ‘Baa1’ or greater from Moody’s; provided that if Seller or such Qualifying Person is rated by both S&P and Moody’s and such ratings are split, then the lower of the two ratings must be at least ‘BBB+’ from S&P or ‘Baa1’ from Moody’s; provided further that if (i) or (ii) is not available, an equivalent rating as determined by PacifiCorp through an internal review process and utilizing a proprietary credit scoring model developed in conjunction with a third party; and (b) in the case of a Qualifying Institution, such Qualifying Institution has a credit rating on its long-term senior unsecured debt of at least ‘A’ from S&P and ‘A2’ from Moody’s.

“Cut-off Date” is defined in Section 2.2.4.

“Default Security” means a Guaranty or a Letter of Credit, in each case, in an amount equal to [REDACTED] per kW of the Nameplate Capacity Rating.

“Defaulting Party” is defined in Section 11.1.

“Delay Damages” for any given day in any given month shall equal the sum of the products calculated as follows for each hour in such day: (a) the Expected Monthly Net Output for the Facility for such month in the first Contract Year (as specified in Section 1 of Exhibit A, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4) divided by the number of hours in such month (in MWh); multiplied by (b) [REDACTED]; and (ii) the positive difference, if any, stated in \$/MWh, between (A) the Firm Market Price Index in such hour and (B) the Contract Price for the first Contract Year set forth in Exhibit K.

“Delay Damages Termination Date” is defined in Section 11.1.2(b).

“Delayed COD Termination Date” is defined in Section 11.1.2(b).

“Delayed Commercial Operation Date” is defined in Section 2.2.2.

“DNR Costs” is defined in Section 4.2.2.

“DNR Costs Notice” is defined in Section 4.2.3.

“DNR Cost Threshold” is defined in Section 4.2.2.

“DNR Request” is defined in Section 4.2.1.

“DNR Termination Notice” is defined in Section 4.2.2.

“Effective Date” is defined in Section 2.1.1.

“Electric System Authority” means each of NERC, WECC, WREGIS, an RTO, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the WECC region, as such are applicable to Seller or PacifiCorp.

“Energy Imbalance Market” means the real-time energy imbalance market currently operated by the Market Operator.

“Environmental Attributes” means any and all claims, credits, benefits, emissions reductions, offsets, and allowances associated with the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include: (a) any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides, nitrogen oxides, carbon monoxide, and other pollutants; and (b) any avoided emissions of carbon dioxide, methane, and other greenhouse gases that have been determined by any Governmental Authority 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) Tax Credits or 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.

“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 Requirements of Law, and present a material risk under Requirements of Law that the Facility or the Premises will not be available or usable for the purposes contemplated by this Agreement.

“Event of Default” is defined in Section 11.1.

“Excess DNR Costs” is defined in Section 4.2.3.

“Excluded Months” means the months of January, February, June, July, August, September, October and December.

“Execution Date” is defined in the Preamble.

“Expected Annual Net Output” means the estimated Net Output for each Contract Year during the Term (in MWh) as determined in accordance with Section I of Exhibit A, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4.

“Expected Hourly Net Output” means the estimated Net Output for each hour of each month in a Contract Year during the Term (in MWh) as determined in accordance with Section I of Exhibit A, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4, provided that for purposes of the definition of “Performance Guarantee Cover Cost” in Exhibit F, “Expected Hourly Net Output” shall be determined based on the Expected Net Output Excel File.

“Expected Monthly Net Output” means the estimated Net Output for each month in each Contract Year during the Term (in MWh) as determined in accordance with Section I of Exhibit A, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4.

“Expected Nameplate Capacity Rating” means the expected Nameplate Capacity Rating as of the Execution Date, which is specified in Exhibit A, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4.

“Expected Net Output Excel File” means that certain Excel file attached hereto as Exhibit P.

“Facility” means the Generating Facility.

“FERC” means the Federal Energy Regulatory Commission.

“Final Completion” means the Facility is fully operational and reliable, at or greater than the Required Percentage of the Expected Nameplate Capacity Rating, the AGC equipment is installed and fully operational in accordance with the requirements of this Agreement, and the Facility is fully interconnected, fully integrated, and synchronized with the Transmission Provider’s System, modified if necessary to reflect the Nameplate Capacity Rating and, if applicable, through completion of all the items set forth on the Final Completion Schedule, and Seller has sent written notice to PacifiCorp that Final Completion has occurred.

“Final Completion Schedule” is defined in Section 2.2.4.

“Final Nameplate Capacity Rating” is defined in Section 2.2.4.

“Firm Market Price Index” means, for each hour, the hourly value calculated as the product of (a) the weighted average prices reported by the Intercontinental Exchange, Inc. (“ICE”) Day-Ahead Palo Verde On-Peak Index and the ICE Day-Ahead Palo Verde Off-Peak Index for the day that includes such hour, weighted by the count of hours for each ICE Index on such day, multiplied by (b) the hourly CAISO day-ahead market locational marginal price for the “PACE. DGAP_PACE-APND” location for such hour, and divided by the average of the same CAISO index over all hours in the day that includes such hour. If any index is not available for a given period, the Firm Market Price Index will be the average price derived from days in which all published data is available, for the same number of days immediately preceding and immediately succeeding the period in which an index was not available, regardless of which days of the week are used for this purpose. If the Firm Market Price Index or its replacement or any component of that index or its replacement ceases to be published or available, or useful for its intended purpose under this Agreement, during the Term, then the Parties must agree upon a replacement Firm Market Price Index or component that, after any necessary adjustments, provides the most reasonable substitute quotation of the hourly price of electricity for the applicable periods.

“FNTF” means the full notice to proceed (or similar notice) that Seller delivers pursuant to the construction agreement pursuant to which the Facility will be constructed.

“Force Majeure” or an “event of Force Majeure” are defined in Section 14.1.

“Forced Outage” means the appropriate NERC Event Type(s), currently U1, U2 and U3, as described in Exhibit J, as such types may be updated from time to time, and specifically excludes any Maintenance Outage or Planned Outage.

“Gateway Transmission Projects” means PacifiCorp’s planned (a) 500 kV high-voltage transmission line extending approximately four hundred sixteen (416) miles from the planned Aeolus Substation in southeastern Wyoming near Medicine Bow, Wyoming into the Clover Substation near Mona, Utah and (b) 230 kV transmission line extending approximately fifty-nine (59) miles from the Windstar Substation near Glenrock, Wyoming to the Shirley Basin transmission line project.

“Generating Facility” means a wind-powered generating facility for the generation of electric energy located in Natrona County, Wyoming, with an Expected Nameplate Capacity Rating, as more fully described in Exhibit B, including all equipment, devices and associated appurtenances owned, controlled, operated and managed by or on behalf of Seller in connection with, or to facilitate, (a) the production, generation, transmission, delivery, or furnishing of electric energy by Seller to PacifiCorp at the Point of Delivery or (b) to interconnect with the System at the Point of Delivery.

“Generation Interconnection Agreement” means the generator interconnection agreement entered into separately between Seller and Interconnection Provider concerning the

Interconnection Facilities, as accepted for filing by FERC to the extent required, which shall at all times make available, or allocate, interconnection capacity to the Facility at no less than the Expected Nameplate Capacity Rating, a copy of which is attached hereto as Exhibit R.

“Governmental Authority” means any federal, state or other political subdivision thereof, having jurisdiction over Seller, PacifiCorp, the Facility 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 Person owned or controlled by any of the foregoing.

“Green Tags” means: (a) the Environmental Attributes associated with all Output; and (b) the Green Tag Reporting Rights associated with such Environmental Attributes, however commercially transferred or traded under any or other product names, such as “Renewable Energy Credits,” “Green-e Certified,” or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility.

“Green Tags Price Component” means: (a) the price for Green Tags determined by arithmetically averaging quotes for Green Tags from a renewable electric generation facility other than the Facility from three (3) nationally recognized independent Green Tag brokers selected by PacifiCorp pursuant to which PacifiCorp could reasonably purchase substitute Green Tags similar to those Green Tags that Seller failed to deliver, with delivery terms, vintage period and any renewable program certification eligibility that are similar to those contained herein, calculated as of the date of default or as soon as reasonably possible thereafter; or (b) if after the Effective Date a liquid market for Green Tags exists, the price established for Green Tags from the established liquid market for Green Tags in a form and location that PacifiCorp determines reasonably states the market value of the Green Tags delivered hereunder.

“Green Tag Reporting Rights” means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with applicable Requirements of Law to applicable Governmental Authorities or other Persons at such purchaser’s discretion, including under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

“Guaranty” means a guaranty issued by a Qualifying Person substantially and in all material respects in the form attached as Exhibit G-1.

“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 Requirements of Law.

“Increased Nameplate Capacity Rating” is defined in Section 2.2.4.

“Indemnified Party” means any of the PacifiCorp Indemnitees or the Seller Indemnitees as the indemnified parties pursuant to Sections 12.1.1, 12.1.2 or 12.1.3, as the case may be.

“Indemnifying Party” means Seller or PacifiCorp as the indemnifying Party pursuant to Sections 12.1.1, 12.1.2 or 12.1.3, as the case may be.

“Initial Delayed Commercial Operation Date Period” is defined in Section 2.2.2.

“Initial Nameplate Capacity Rating” is defined in Section 2.2.4.

“Interconnection Delay” means the failure of Seller to achieve Commercial Operation by the Scheduled Commercial Operation Date solely as a result of Seller being unable to satisfy one or more of the requirements of Commercial Operation (as such requirements are set forth in the definition of “Commercial Operation”) solely because all or a portion of the Gateway Transmission Projects has not achieved commercial operation by the Scheduled Commercial Operation Date; provided that such failure and inability is not caused by Seller or any of its Affiliates (including a breach by Seller of any of its obligations under the Generation Interconnection Agreement or this Agreement or the failure of Seller to satisfy one or more of the requirements of Commercial Operation (as such requirements are set forth in the definition of “Commercial Operation”) other than solely because all or a portion of the Gateway Transmission Projects has not achieved commercial operation by the Scheduled Commercial Operation Date) or any Person acting by or on behalf of Seller or any of its Affiliates, including any failure of Seller or its Affiliates, to timely complete construction of its Interconnection Customer Interconnection Facilities (as such term is used in the Generation Interconnection Agreement) in accordance with the Generation Interconnection Agreement.

“Interconnection Facilities” means all the facilities installed, or to be installed, for the purpose of interconnecting the Facility to the System, including electrical transmission lines, upgrades, transformers and associated equipment, substations, relay and switching equipment, and safety equipment.

“Interconnection Provider” means PacifiCorp Transmission.

“Intervention Curtailment” means a restriction, prohibition or intervention placed upon the Facility or Seller’s use of the Facility by a Governmental Authority solely regarding any “take” of any animal under any state, local, or federal wildlife protection laws, including the intentional or accidental death or injury to wildlife, or intentionally or accidentally altering or degrading wildlife habitat which might kill or injure wildlife or wildlife populations by impacting breeding, feeding, nesting or other essential behavior pattern of wildlife either temporarily or permanently, which such restriction, prohibition or intervention prevents Seller from generating and delivering Product in accordance with this Agreement.

“Intervention Curtailment Energy” is defined in Section 4.5.2.

“Investment Grade” means, with respect to any designated Person, that such Person has a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of: (i) ‘BBB-’ or greater from S&P, or (ii) ‘Baa3’ or greater from Moody’s; provided that if such Person is rated by both S&P and Moody’s and such ratings are split, then the lower of the two ratings must be at least ‘BBB-’ from S&P or ‘Baa3’ from Moody’s.

“ITCs” means the investment tax credits established pursuant to Section 48 of the Internal Revenue Code, as the same may be amended from time to time.

“kW” means kilowatt. Unless otherwise expressly provided for in this Agreement, all references to “kW” mean kilowatts AC.

“Lender” means an entity (other than an Affiliate of Seller) lending money or extending credit (including any financing lease, monetization of tax benefits, transaction with a tax equity investor, development, construction or back leverage financing or credit derivative arrangement or refinancing) to Seller or Seller’s Affiliates for: (a) the development, construction, term or permanent financing or refinancing of the Facility; (b) working capital or other ordinary business requirements for the Facility (including for the maintenance, repair, replacement or improvement of the Facility); (c) any development financing, bridge financing, credit support, and related credit enhancement or interest rate, currency or weather hedge or swap agreement in connection with the development, construction or operation of the Facility; or (d) the purchase of the Facility and related rights from Seller.

“Lender Consent” is defined in Section 20.3.

“Letter of Credit” means an irrevocable standby letter of credit, naming PacifiCorp as the party entitled to demand payment and present draw requests that:

- (a) is issued by a Qualifying Institution;
- (b) by its terms, permits PacifiCorp to draw up to the face amount thereof for the purpose of paying any and all amounts owing by Seller under this Agreement;
- (c) permits PacifiCorp to draw the entire amount available if such letter of credit is not renewed or replaced at least thirty (30) days prior to its stated expiration date with substitute Security in accordance with the requirements of Section 8;
- (d) is transferable by PacifiCorp to any Person to which PacifiCorp may assign this Agreement; and
- (e) is in the form of Exhibit G-2 (other than for de minimis non-substantive changes) or otherwise in form and substance reasonably acceptable to PacifiCorp.

“Liabilities” is defined in Section 12.1.1.

“Licensed Professional Engineer” means (a) any of [REDACTED] or (b) a person proposed by Seller and reasonably acceptable to PacifiCorp who: (i) to the extent mandated by Requirements of Law is licensed to practice engineering in the appropriate engineering discipline for the required certification, evaluation or opinion being made, in the United States, and in all states for which the person is providing a certification, evaluation or opinion with respect to matters or Requirements of Law specific to such state; (ii) has training and experience in the engineering disciplines relevant to the matters with respect to which such person is providing a certification, evaluation or opinion; (iii) is not an employee of Seller or any Affiliate of Seller; and (iv) is not employed by: (A) an engineer, contractor or designer or otherwise involved in the development, design, engineering or construction of the Facility; or (B) a manufacturer or supplier of any equipment installed in the Facility.

“Local Time” means Mountain Standard Time or Mountain Daylight Time, as applicable, in the state in which the Facility is located on the day in question.

“Maintenance Outage” means the appropriate NERC Event Type(s), currently NERC Event Type MO, as described in Exhibit J, as such types may be updated from time to time, and specifically includes any outage involving ten percent (10%) or more of the Nameplate Capacity Rating of the Facility that is not a Forced Outage or a Planned Outage.

“Market Operator” means the California Independent System Operator or any other entity performing the market operator function for the Energy Imbalance Market or any organized day-ahead or intra-hour market for a region that includes the System.

“Maximum Delivery Rate” means the maximum hourly rate of delivery of Net Output in MWh from the Facility at the Point of Delivery, calculated on the basis of the Net Output delivered in an hour accruing at an average rate equivalent to the Nameplate Capacity Rating determined in connection with Commercial Operation, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4.

“Measurement Period” is defined in Exhibit F.

“Moody’s” means Moody’s Investor Services, Inc., or its successor.

“MW” means megawatt. Unless otherwise expressly provided for in this Agreement, all references to “MW” mean megawatts AC.

“MWh” means megawatt-hour.

“Nameplate Capacity Rating” means the maximum installed instantaneous generation capacity of the completed Generating Facility, expressed in MW as measured at the Point of Delivery, when operated in compliance with the Generation Interconnection Agreement and consistent with the Generating Facility’s equipment manufacturers’ operating parameters. The Nameplate Capacity Rating of the Generating Facility shall be the Nameplate Capacity Rating of the Generating Facility specified by Seller in writing to PacifiCorp and accepted or deemed accepted by PacifiCorp, in each case, in accordance with the requirements of the definition of Commercial Operation, as such Nameplate Capacity Rating may be revised pursuant to Section 2.2.3 and Section 2.2.4.

“NERC” means the North American Electric Reliability Corporation.

“Net Output” means all energy and capacity produced by the Generating Facility (excluding Wrongfully Delivered Energy), less transformation and transmission losses and other adjustments (e.g., Seller’s load other than station use (unless permitted pursuant to Section 5.3)), if any, delivered to and received by PacifiCorp at the Point of Delivery.

“Network Integration Transmission Service” is defined in the Tariff.

“Network Resource” is defined in the Tariff.

“Network Service Provider” means PacifiCorp Transmission, as a provider of Network Integration Transmission Service to PacifiCorp under the Tariff.

“Non-Compensable Curtailment” is defined in Section 4.5.1.

“Non-Compensable Curtailment Energy” is defined in Section 4.5.2.

“Notice” is defined in Section 22.1.

“OFAC” is defined in Section 3.2.16.

“OFAC Sanctions Lists” is defined in Section 3.2.16.

“Off-Peak Hours” means all hours that are not On-Peak Hours.

“On-Peak Hours” means all hours ending 07:00:00 through 22:00:00 Local Time, Monday through Saturday, excluding NERC designated holidays.

“Output” means all energy produced by the Generating Facility.

“PacifiCorp” is defined in the Preamble, and explicitly excludes PacifiCorp Transmission.

“PacifiCorp Condition Precedent Date” is defined in Section 2.1.3.

“PacifiCorp Indemnitees” is defined in Section 12.1.1.

“PacifiCorp Representatives” is defined in Section 6.12.

“PacifiCorp Transmission” means PacifiCorp, an Oregon corporation, acting in its interconnection or transmission function capacity.

“PacifiCorp’s Cost to Cover” means the positive difference, if any, stated in \$/MWh, between (a) the Firm Market Price Index for each hour for which the determination is being made and (b) the Contract Price in effect on each such hour; provided that prior to the Commercial Operation Date, the Contract Price for subsection (b) of this definition shall be the Contract Price for the first Contract Year set forth in Exhibit K.

“Party” and “Parties” are defined in the Preamble.

“Performance Damages” is defined in Exhibit F.

“Performance Guarantee” is defined in Exhibit F.

“Permits” means the material permits, licenses, approvals, certificates, entitlements and other authorizations issued by Governmental Authorities required for the construction, ownership or operation of the Facility or occupancy of the Premises.

“Person” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.

“Planned Outage” means the appropriate NERC Event Type(s), currently NERC Event Type PO, as described in Exhibit J, as such types may be updated from time to time, and specifically excludes any Maintenance Outage or Forced Outage.

“Point of Delivery” means the point of interconnection between the Facility and the System, as specified in the Generation Interconnection Agreement and as further described in Exhibit C.

“Potential Net Output” means the quantity of Net Output that Seller is capable of delivering at the Point of Delivery at any specific time. Potential Net Output will be determined by Seller utilizing the Facility’s SCADA system and calculated as the aggregate energy available for delivery at the Point of Delivery in accordance with the terms of this Agreement using the best available data obtained through commercially reasonable methods, and shall be dependent on wind speed and air density data at the Facility, wind turbine availability, power curve specified for the Facility’s wind turbines as shown in the manufacturer’s power curve provided by Seller to PacifiCorp as soon as available and in any event no later than thirty (30) days prior to the earlier of the Commercial Operation Date and the Delayed Commercial Operation Date, derates and transmission line losses, and any other adjustments necessary to accurately reflect the Facility’s capability to produce and deliver energy at the Point of Delivery; provided, however, if PacifiCorp in good faith reasonably disputes Seller’s determination of Potential Net Output (written notice of which, together with PacifiCorp’s reasonable grounds for disputing such determination, PacifiCorp shall deliver to Seller within ninety (90) days of such determination), then the quantity of such Potential Net Output shall be finally determined by an independent qualified renewable energy production forecasting vendor mutually acceptable to the Parties and such determination shall govern for purposes of this Agreement and shall not be subject to dispute by the Parties pursuant to Section 24 or otherwise; [REDACTED]

“Premises” means the real property on which the Facility is or will be located, as more fully described on Exhibit B.

“Proceedings” is defined in Section 24.3.

“Product” means all: (a) Net Output; (b) Green Tags; (c) Capacity Rights; and (d) Ancillary Services, in each case, arising from or relating to the Facility.

“Prohibited Countries” is defined in Section 3.2.17.

“Prohibited Vendors” is defined in Section 3.2.18.

“Project Development Security” means a Guaranty or a Letter of Credit, in each case, in an amount equal to [REDACTED] per kW of the Expected Nameplate Capacity Rating.

“Project Milestone” means each of the milestones listed in Exhibit N.

“Prudent Electrical Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of the electric power generation industry for facilities of similar size, characteristics and geographical region, 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, would reasonably have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, equipment manufacturer’s recommendation 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 is intended to include acceptable practices, methods and acts generally accepted in the electric power generation industry for facilities of similar size, characteristics and geographical region.

“PTCs” means the production tax credits under Section 45 of the Internal Revenue Code, as the same may be amended from time to time.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least Ten Billion Dollars (\$10,000,000,000) (net of reserves) and who satisfies the Credit Requirements.

“Qualified Operator” is defined in Section 6.2.2.

“Qualifying Person” means a Person who satisfies the Credit Requirements.

“Required Facility Documents” means the Permits and other material authorizations, material rights and material agreements necessary for construction, ownership, operation, and maintenance of the Facility, and to deliver the Product to PacifiCorp in accordance with this Agreement and Requirements of Law, including those listed in Exhibit D.

“Required Percentage” means [REDACTED]

“Requirements of Law” means any applicable federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any Governmental Authority (including those pertaining to electrical, building, zoning, environmental and wildlife protection, and occupational safety and health).

“Restricted Period” is defined in Section 11.4.

“RTO” means any entity (including an independent system operator) that becomes responsible as system operator for, or directs the operation of, the System.

“S&P” means Standard & Poor’s Rating Group (a division of S&P Global, Inc.), or its successor.

“SCADA” means supervisory control and data acquisition.

“Scheduled Commercial Operation Date” means [REDACTED], as such date may be extended pursuant to Section 2.2.1.

“Security” means Project Development Security, Additional Project Development Security and/or Default Security

“Security Provider” means a Qualifying Person providing a Guaranty or a Qualifying Institution providing a Letter of Credit.

“Seller” is defined in the Preamble.

“Seller Approval” is defined in Section 2.1.4.

“Seller Approval Failure” is defined in Section 2.1.4.

“Seller Indemnitees” is defined in Section 12.1.2.

“Seller’s Cost to Cover” means the positive difference, if any, between (a) the product (in \$) of (i) the Compensable Curtailment Price (in \$/MWh) and (ii) the amount of Potential Net Output not purchased and received by PacifiCorp as required under this Agreement (in MWh), and (b) the net proceeds actually realized by Seller (taking into consideration PTCs) from the sale to a third party of the Net Output not purchased and received by PacifiCorp as required under this Agreement (in \$).

“SQMD” is defined in Section 9.5.

“Subsequent Delayed Commercial Operation Date Period” is defined in Section 2.2.2.

“Supply Chain Audit” means an audit or investigation of the supply chain through which equipment and materials to be incorporated into the Facility are sourced, which may include the mines, factories and other facilities of Seller and its contractors, subcontractors, vendors, suppliers and materialmen, of any tier, and the contracts, policies and procedures, codes of conduct and other documentation relating to the foregoing, for the purpose of validating material compliance with the requirements of Section 3.2.18.

“System” means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which includes the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as provided in the Generation Interconnection Agreement.

“Tariff” means PacifiCorp’s Open Access Transmission Tariff on file with FERC, as the same may be revised from time to time.

“Tax Credits” means any federal, state or local production tax credits (including the PTC), investment tax credits (including the ITC), tax deductions, or other tax benefits specific to the production of renewable energy and/or investments in renewable energy facilities.

“Term” is defined in Section 2.1.1.

“Transmission Provider” means PacifiCorp Transmission, including PacifiCorp’s business unit responsible for the safe and reliable operation of PacifiCorp’s balancing authority areas.

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means the Western Renewable Energy Generation Information System.

“WREGIS Certificate” or “Certificate” means “Certificate” as defined by the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

“Wrongfully Delivered Energy” means any Output delivered to the Point of Delivery in contravention of PacifiCorp’s dispatch instructions pursuant to Section 6.9.

1.2 Rules of Interpretation.

1.2.1 General. Unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to “Sections” or “Exhibits” are to sections of or exhibits to this Agreement; (c) all references to a particular entity or an electricity market price index include a reference to such entity’s or index’s successors; (d) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (e) all accounting terms not specifically defined in this Agreement must be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) “including,” “includes,” and “included” mean “including, without limitation” or “including, but not limited to”; (h) all references to a particular Requirements of Law mean that Requirements of Law as amended, modified, supplemented or superseded from time to time and includes all rules and regulations promulgated thereunder; (i) the word “or” is not necessarily exclusive; (j) all references to energy and capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; (k) reference to “days,” “months” and “years” means calendar days, months and years, respectively, unless expressly stated otherwise in this Agreement; and (l) any items required to be delivered on a “day” that is not a Business Day shall be required to be delivered on the next Business Day.

1.2.2 Terms Not to be Construed For or Against Either Party. Each term in this Agreement must be construed according to its fair meaning and not strictly for or against either Party. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

1.2.3 Headings. The headings used for the sections of this Agreement are for convenience and reference purposes only and in no way affect the meaning or interpretation of the provisions of this Agreement.

1.2.4 Interpretation with FERC Orders. Each Party conducts, and shall conduct, its operations in a manner intended to comply with FERC Order No. 717, Standards of Conduct for Transmission Providers, and its companion orders, requiring the separation of its transmission and merchant functions to the extent applicable. Moreover, the Parties acknowledge that Transmission Provider's transmission function offers transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service.

(a) The Parties acknowledge and agree that the Generation Interconnection Agreement is a separate and free standing contract and that the terms of this Agreement are not binding upon Interconnection Provider.

(b) Notwithstanding any other provision in this Agreement to the contrary, nothing in the Generation Interconnection Agreement, nor any other agreement between Seller on the one hand and Transmission Provider or Interconnection Provider on the other hand, nor any breach, default, or event of default under the Generation Interconnection Agreement or any such other agreement, will alter or modify the Parties' rights, duties, and obligations in this Agreement, except as otherwise expressly provided in this Agreement. This Agreement will not be construed to create any rights between Seller and Interconnection Provider or between Seller and Transmission Provider.

(c) Seller acknowledges that, for purposes of this Agreement, Interconnection Provider and Transmission Provider are deemed separate entities and separate contracting parties from PacifiCorp. Seller acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser in this Agreement, has no responsibility for or control over Interconnection Provider or Transmission Provider, and is not liable for any breach of agreement or duty by Interconnection Provider or Transmission Provider.

SECTION 2

TERM; MILESTONES

2.1 Term.

2.1.1 Effective Date and Term. This Agreement shall be effective when it has been executed and delivered by both Parties and PacifiCorp has obtained the Commission Approvals, in form and substance satisfactory to PacifiCorp in its sole discretion, before the Commission Approvals Deadline (the "Effective Date"), provided that prior to the Effective Date those rights and obligations hereunder expressly arising upon the Execution Date (including Sections 1.2, 2.1, 4, 16, 17, 18, 19, 20, 21, 22, 23 and 24 and the defined terms in Section 1.1 used in the foregoing Sections) shall be effective as of the Execution Date. Unless earlier terminated as provided in this Agreement, this Agreement shall remain in effect until [REDACTED] after the earlier of the Commercial Operation Date and the Delayed Commercial Operation Date, if any (the "Term").

2.1.2 Commission Approvals. Within fifteen (15) days after the Execution Date, PacifiCorp shall submit one or more filings to the Commissions for the Commission Approvals. If one or more of the Commissions (a) fail to grant one or more of the Commission Approvals on or before the Commission Approvals Deadline or (b) grant one or more Commission Approvals on or before the Commission Approvals Deadline, but in form and substance not acceptable to PacifiCorp in its sole discretion, then within thirty (30) days after (i) the Commission Approvals Deadline or (ii) the date the applicable Commission grants a Commission Approval in form and substance not acceptable to PacifiCorp in its sole discretion, as the case may be (the day thirty (30) days after the occurrence of clause (i) or (ii), the “Commission Approvals Termination Deadline”), PacifiCorp shall have the right to terminate this Agreement upon ten (10) Business Days prior written notice to Seller, provided that in the case of Section 2.1.2(b), PacifiCorp may extend the Commission Approvals Termination Deadline by up to an additional thirty (30) days upon written notice to Seller in order to determine whether it can reach a resolution with such Commission acceptable to PacifiCorp in its sole discretion, which resolution may include one or more amendments to this Agreement, provided any required amendment must be mutually acceptable to the Parties in their sole discretion. If PacifiCorp terminates this Agreement pursuant to this Section 2.1.2, then all further obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of either Party to the other Party. Under no circumstances shall either Party have any liability to the other Party due to the failure of one or more of the Commissions to grant a Commission Approval (x) by the Commission Approvals Deadline or (y) in form and substance acceptable to PacifiCorp in its sole discretion.

[REDACTED]

[REDACTED]

2.2 Milestones.

2.2.1 Project Milestones. Time is of the essence in the performance of this Agreement, and Seller's completion of the Facility and delivery of Product by the Scheduled Commercial Operation Date is critically important. Therefore, Seller will use commercially reasonable efforts to achieve each of the Project Milestones specified in Exhibit N on or before 16:00 hours Local Time on the date specified for each Project Milestone in Exhibit N, as such dates may be adjusted pursuant to Section 2.2.5. If Seller is unable to achieve any Project Milestone on or before 16:00 hours Local Time on the date specified for such Project Milestone in Exhibit N solely as a result of Force Majeure or, in the case of the Commercial Operation Date, solely as a result of Force Majeure or Interconnection Delay, then such Project Milestone date shall be extended on a day for day basis for any such delay in achieving such Project Milestone; provided, however, in no event shall the Scheduled Commercial Operation Date be extended by Force Majeure more than [REDACTED] days.

2.2.2 Interconnection Delay. If Seller fails to achieve Commercial Operation on the date [REDACTED] days following the Scheduled Commercial Operation Date (not including any extension pursuant to Section 2.2.1 as a result of Interconnection Delay) (the "Delayed Commercial Operation Date") solely as a result of Interconnection Delay then, subject to Seller using commercially reasonable efforts to achieve Commercial Operation as soon as practicable in accordance with this Section 2.2.2, PacifiCorp will pay to Seller pursuant to Section 5.1.2 (a) the Contract Price for each MWh of Net Output delivered to the Point of Delivery and for each MWh of Potential Net Output not delivered to the Point of Delivery, in each case, during the period from the Delayed Commercial Operation Date until the earlier of the date (i) [REDACTED] days following the Delayed Commercial Operation Date and (ii) Seller is able to achieve Commercial Operation in accordance with this Agreement (the "Initial Delayed Commercial Operation Date Period") and (b) the Contract Price for each MWh of Net Output delivered to the Point of Delivery and the Compensable Curtailment Price for each MWh of Potential Net Output not delivered to the Point of Delivery, in each case, during the period from the date [REDACTED] days following the Delayed Commercial Operation Date until Seller is able to achieve Commercial Operation in accordance with this Agreement (the "Subsequent Delayed Commercial Operation Date Period"). After the Delayed Commercial Operation Date, Seller shall use commercially reasonable efforts to achieve Commercial Operation as soon as practicable and shall provide notice to PacifiCorp when Seller believes that it has achieved Commercial Operation in accordance with Section 2.2.3. Effective as of the Commercial Operation Date, the Initial Delayed Commercial Operation Date Period and the Subsequent Delayed Commercial Operation Date Period, if any, shall end.

2.2.3 Completion of Commercial Operation. Seller must provide notice to PacifiCorp stating when Seller believes that the Facility has achieved Commercial Operation in accordance with the requirements of the definition of Commercial Operation, which notice shall include the Nameplate Capacity Rating of the Generating Facility (which shall not be less than the Required Percentage of the Expected Nameplate Capacity Rating), and the documentation required in the definition of Commercial Operation. PacifiCorp must respond within five (5) Business Days of receipt of Seller's notice satisfying the requirements of the preceding sentence. If PacifiCorp does not respond within such time period or responds informing Seller that

PacifiCorp agrees that Commercial Operation has been achieved, then the Commercial Operation Date will be deemed to be the date of PacifiCorp's receipt of such notice from Seller. If PacifiCorp informs Seller in writing within such five (5) Business Day period that PacifiCorp believes the Facility has not achieved Commercial Operation, identifying the specific areas of deficiency, then Seller must address the deficiencies stated in PacifiCorp's notice to the reasonable satisfaction of PacifiCorp and resubmit a notice to PacifiCorp stating that Seller believes that the Facility has achieved Commercial Operation and the process set forth in this Section 2.2.3 shall repeat. The Commercial Operation Date will be the date on which the matters identified in PacifiCorp's deficiency notice have been addressed to PacifiCorp's reasonable satisfaction, notice of which PacifiCorp shall provide to Seller. In the event the Facility achieves Commercial Operation with less than the Expected Nameplate Capacity Rating (but with a Nameplate Capacity Rating of not less than the Required Percentage of the Expected Nameplate Capacity Rating), the Expected Annual Net Output, the Expected Monthly Net Output, the Expected Hourly Net Output, the Expected Nameplate Capacity Rating and the Maximum Delivery Rate shall all be proportionally reduced based on the Nameplate Capacity Rating of the Generating Facility (which shall not be less than the Required Percentage of the Expected Nameplate Capacity Rating) at the time of the Commercial Operation Date and the Parties' mutual satisfaction that the Facility has achieved Commercial Operation, and Exhibit A shall be amended to reflect such changes.

2.2.4 Subsequent Increase in Nameplate Capacity Rating. If Commercial Operation is achieved at less than one hundred percent (100%) of the Expected Nameplate Capacity Rating (but at least equal to or greater than the Required Percentage of the Expected Nameplate Capacity Rating) in accordance with Section 2.2.3 (the "Initial Nameplate Capacity Rating") and Seller informs PacifiCorp in writing within five (5) Business Days of the Commercial Operation Date that Seller intends to increase the Nameplate Capacity Rating of the Facility up to but not in excess of one hundred percent (100%) of the Expected Nameplate Capacity Rating (the "Increased Nameplate Capacity Rating"), then Seller shall provide PacifiCorp, no later than ten (10) Business Days after the Commercial Operation Date, with a list of all items to be completed in order to achieve Final Completion at the Increased Nameplate Capacity Rating (the "Final Completion Schedule"). All items on the Final Completion Schedule must be completed and certified as completed by an authorized officer of Seller, and Seller must provide PacifiCorp with certificates and documentation described in the definition of Commercial Operation, *mutatis mutandis*, with respect to the remaining capacity that is required to bring the Facility to the Increased Nameplate Capacity Rating and to demonstrate that the Facility can operate at one hundred percent (100%) of the Increased Nameplate Capacity Rating on or before the ninetieth (90th) day after the Commercial Operation Date. If (a) [REDACTED] [REDACTED] after the Commercial Operation Date (the "Cut-off Date"), not all items on the Final Completion Schedule are completed and certified as completed by an authorized officer of Seller, and Seller is unable to provide certificates and documents as described above bringing the Facility to a Nameplate Capacity Rating above the Initial Nameplate Capacity Rating and demonstrating that the Facility can operate at an increased Nameplate Capacity Rating above the Initial Nameplate Capacity Rating or (b) a Final Completion Schedule is not provided to PacifiCorp within ten (10) Business Days following the Commercial Operation Date, then, in each case, the date of Final Completion shall be the same as the Commercial Operation Date, the Nameplate Capacity Rating will be the Initial Nameplate Capacity Rating, and for all purposes of

this Agreement the Facility shall include only the equipment and facilities which were part of the Facility that achieved Commercial Operation on the Commercial Operation Date, and the Expected Annual Net Output, the Expected Monthly Net Output, the Expected Hourly Net Output, the Expected Nameplate Capacity Rating and the Maximum Delivery Rate shall remain as determined pursuant to Section 2.2.3 based on the Initial Nameplate Capacity Rating. If on the Cut-off Date not all items on the Final Completion Schedule are completed and certified as completed by an authorized officer of Seller, and Seller is unable to provide certificates and documents as described above to bring the Facility to the Increased Nameplate Capacity Rating and to demonstrate that the Facility can operate at one hundred percent (100%) of the Increased Nameplate Capacity Rating, but Seller provides such certificates and documents with respect to any incremental capacity to bring the Facility to a Nameplate Capacity Rating above the Initial Nameplate Capacity Rating and to demonstrate that the Facility can operate at an increased Nameplate Capacity Rating above the Initial Nameplate Capacity Rating (the “Final Nameplate Capacity Rating”), then Seller shall be deemed to have achieved Final Completion at the Final Nameplate Capacity Rating, the Nameplate Capacity Rating will be the Final Nameplate Capacity Rating, and the Expected Annual Net Output, the Expected Monthly Net Output, the Expected Hourly Net Output, the Expected Nameplate Capacity Rating and the Maximum Delivery Rate shall all be proportionally increased based on the Final Nameplate Capacity Rating determined above, and Exhibit A shall be amended to reflect such changes, and within ten (10) Business Days after the Cut-off Date Seller shall deliver to PacifiCorp a replacement Default Security based on the Final Nameplate Capacity Rating. If on the Cut-off Date all items on the Final Completion Schedule are completed and certified as completed by an authorized officer of Seller, and Seller is able to provide certificates and documents as described above to demonstrate that the Facility can operate at one hundred percent (100%) of the Increased Nameplate Capacity Rating, then Seller shall be deemed to have achieved Final Completion at the Increased Nameplate Capacity Rating, the Nameplate Capacity Rating will be the Increased Nameplate Capacity Rating and the Expected Annual Net Output, the Expected Monthly Net Output, the Expected Hourly Net Output, the Expected Nameplate Capacity Rating and the Maximum Delivery Rate shall all be proportionately increased based on the Increased Nameplate Capacity Rating determined above, and Exhibit A shall be amended to reflect such changes, and within ten (10) Business Days after the Cut-off Date Seller shall deliver to PacifiCorp a replacement Default Security based on the Increased Nameplate Capacity Rating.

2.2.5 Completion of Other Project Milestones. Within thirty (30) days of completion of each Project Milestone (other than the Commercial Operation Date) but not later than the date specified for achievement of each Project Milestone listed in Exhibit N, Seller shall notify PacifiCorp in writing of the achievement of the Project Milestone, including such written documentation as PacifiCorp may reasonably request demonstrating Seller’s achievement of the Project Milestone. Within fifteen (15) Business Days’ of receipt of Seller’s written notice and documentation, PacifiCorp shall provide Seller with written acceptance or denial of the Project Milestone. If PacifiCorp does not provide written acceptance or denial of any Project Milestone within such fifteen (15) Business Day period, then such Project Milestone will be deemed to have been achieved on the date of receipt of Seller’s notice and documentation. If PacifiCorp informs Seller in writing within such fifteen (15) Business Day period that PacifiCorp believes the Project Milestone has not been achieved, identifying the specific areas of deficiency, then, unless Seller disputes such information from PacifiCorp, in which case Seller may submit the

matter for dispute resolution in accordance with Section 24, Seller must address the deficiencies stated in PacifiCorp's notice to the reasonable satisfaction of PacifiCorp and resubmit a notice to PacifiCorp stating that Seller believes that the Project Milestone has been achieved and the process set forth in this Section 2.2.5 shall repeat. If any Project Milestone (other than the Commercial Operation Date) is not achieved on or before the date specified in Exhibit N, then Seller shall: (a) inform PacifiCorp of a revised projected date for the achievement of such Project Milestone (which will be deemed the new deadline for such Project Milestone), and any impact on the timing of the Commercial Operation Date (and on any other Project Milestone); and (b) provide PacifiCorp with a written report containing Seller's analysis of the reasons behind the failure to meet the original Project Milestone deadline and whether remedial actions are necessary or appropriate, and describing any remedial actions that Seller intends to undertake to ensure the timely achievement of the Commercial Operation Date by the Scheduled Commercial Operation Date. If Seller complies with the preceding sentence, including undertaking any remedial action to ensure the timely achievement of the Commercial Operation Date by the Scheduled Commercial Operation Date, then no failure of Seller to achieve a Project Milestone (other than the Commercial Operation Date) on or before the scheduled date in Exhibit N will constitute an Event of Default.

2.3 Delay Damages. If the Commercial Operation Date is not achieved on or before the Scheduled Commercial Operation Date (as such date may be adjusted pursuant to Section 2.2.1), then Seller shall pay to PacifiCorp Delay Damages from and after the Scheduled Commercial Operation Date up to, but not including, the earlier of: (a) the date this Agreement is terminated in accordance with its terms; and (b) the Commercial Operation Date.

2.4 Damages Calculation. Each Party acknowledges and agrees that: (a) the damages PacifiCorp would incur due to Seller's delay in achieving the Commercial Operation Date by the Scheduled Commercial Operation Date are difficult or impossible to predict with certainty; (b) it is impractical and difficult to assess actual damages in these circumstances; and, therefore, (c) Delay Damages as agreed to by the Parties are a fair and reasonable calculation of damages and not a penalty. [REDACTED]

2.5 Damages Invoicing. By the tenth (10th) day following the end of the month in which Delay Damages begin to accrue and continuing on the tenth (10th) day of each subsequent month while such Delay Damages continue to accrue, PacifiCorp will deliver to Seller an invoice for the amount of Delay Damages due PacifiCorp. No later than ten (10) days after receiving such an invoice and subject to Section 10.3 and Section 10.4, Seller must pay to PacifiCorp, by wire transfer of immediately available funds to an account specified in writing by PacifiCorp, the amount stated in such invoice.

2.6 PacifiCorp's Right to Monitor. From the Effective Date until the date that is thirty (30) days after Final Completion, Seller will provide monthly updates to PacifiCorp concerning the construction schedule and progress of Seller regarding the acquisition, design, major equipment procurement and site delivery, financing, engineering, construction, installation, start-up and testing of the Facility, including (a) any significant developments or delays in achieving Commercial Operation by the Scheduled Commercial Operation Date, (b)

the percentage completion of the Facility and (c) a brief and high level summary of construction activity during the prior three (3) months and contemplated for the next three (3) months. PacifiCorp, at its own expense, shall have the right to monitor the construction, installation, start-up and testing of the Facility for compliance with this Agreement; provided, that PacifiCorp shall schedule any visit to the Premises in advance with Seller, shall comply with Seller's reasonable written health, safety and security requirements provided to PacifiCorp, and shall not interfere with Seller's construction, installation, start-up and testing of the Facility. Notwithstanding anything to the contrary contained herein, nothing in this Agreement will be construed to require PacifiCorp to monitor Seller's development, design, engineering, construction, installation, start-up and testing of the Facility or to review, comment on, or approve any contract between Seller and another Person, and PacifiCorp shall have no liability to Seller for failing to advise it of any condition, damage, circumstance, infraction, fact, act, omission or disclosure discovered or not discovered by PacifiCorp or its PacifiCorp Representatives with respect to the acquisition, design, financing, engineering, construction, installation, start-up and testing of the Facility.

2.7 Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Term associated with Seller's or the Facility's eligibility to receive PTCs, ITCs or other Tax Credits, or to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller's obligation to deliver Product, shall be effective regardless of whether the sale of Product from the Facility is eligible for, or receives, or the Facility qualifies for, PTCs, ITCs or other Tax Credits or accelerated depreciation for Seller's accounting, reporting or tax purposes during the Term.

SECTION 3 REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp's Representations and Warranties. PacifiCorp represents and warrants to Seller that:

3.1.1 Organization. It is duly incorporated, validly existing and in good standing under the laws of the State of its incorporation. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

3.1.2 Authority. It has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with the terms hereof.

3.1.3 Corporate Actions. It 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 No Contravention. Subject to receipt of the Commission Approvals, the execution and delivery of this Agreement by PacifiCorp and the performance of its obligations in this Agreement does not and will not contravene or result in a violation or breach of or default under any provision of its organizational documents, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound, or any Requirement of Law applicable to it.

3.1.5 Valid and Enforceable Agreement. This Agreement is its valid and legally binding obligation, enforceable against PacifiCorp in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

3.1.6 Eligible Contract Participant. PacifiCorp is an "eligible contract participant" as that term is defined in the United States Commodity Exchange Act.

3.2 Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to PacifiCorp that:

3.2.1 Organization. It is duly organized, validly existing and in good standing under the laws of the State of its organization. It is duly qualified or licensed to do business and is in good standing in all jurisdictions in which the execution and delivery of this Agreement and performance of its obligations under this Agreement makes qualification necessary, except where the failure to be so qualified, licensed or in good standing would not reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

3.2.2 Authority. It: (a) has the requisite power and authority to execute and deliver this Agreement and, subject to the receipt of the Seller Approval, to perform its obligations under this Agreement in accordance with the terms hereof; (b) has (or will have prior to the Commercial Operation Date) all required legal authority to make wholesale sales of energy from the Facility; and (c) has the power and authority to own and operate the Facility and be present upon the Premises for the Term.

3.2.3 Corporate Actions. It has taken all corporate actions required to be taken by it to authorize the execution, delivery and, subject to the receipt of the Seller Approval, performance of this Agreement and the consummation of the transactions contemplated hereby.

3.2.4 No Contravention. The execution and delivery of this Agreement by Seller and the performance of its obligations in this Agreement does not and will not:

(a) contravene or result in a violation or breach of or default under any provision of: (i) its organizational documents; (ii) any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which its assets are bound; or (iii) any Requirement of Law applicable to it; or

(b) require the consent or approval of or material filing or registration with any Governmental Authority or Person other than the consents and approvals and filings and registrations which are: (i) provided in Exhibit D; or (ii) required in connection with the construction or operation of the Facility, administrative in nature, and reasonably expected to be obtained in due course.

3.2.5 Valid and Enforceable Agreement. This Agreement is its valid and legally binding obligation, enforceable against Seller in accordance with the terms of this Agreement, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally and general principles of equity.

3.2.6 Required Facility Documents. To Seller's knowledge, after due inquiry, all Required Facility Documents are listed on Exhibit D. Seller holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other date as may be specified under applicable Requirements of Law), and will maintain throughout the Term all Required Facility Documents. Following the Execution Date, Seller shall promptly notify PacifiCorp of any additional Required Facility Documents not listed on Exhibit D. Attached hereto as Exhibit R is a true, correct and complete copy of the Generation Interconnection Agreement. If at any time after the Execution Date the Generation Interconnection Agreement should be amended and restated, amended, supplemented or otherwise modified, then Seller shall promptly deliver to PacifiCorp a true, correct and complete copy of the same, which will automatically be deemed incorporated into Exhibit R effective upon receipt by PacifiCorp. If reasonably requested by PacifiCorp and subject to any confidentiality requirements, Seller shall provide copies of any or all other Required Facility Documents.

3.2.7 Delivery of Product. Effective as of the first date of delivery of Product to PacifiCorp and thereafter throughout the Term, Seller shall hold all legal and contractual rights sufficient to enable Seller to deliver Product to PacifiCorp in accordance with the terms and conditions of this Agreement.

3.2.8 Control of Premises. Seller has or will, consistent with Prudent Electrical Practices, have timely obtained all legal and contractual rights, including real property agreements, necessary for Seller to enter upon and occupy the Premises for the purpose of constructing, owning, operating and maintaining the Facility throughout the Term. Seller shall maintain throughout the Term all such real property agreements, including leases and easements, required for the construction, ownership, operation and maintenance of the Facility or the performance of any obligations of Seller in this Agreement.

3.2.9 Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to Seller's knowledge, threatened against Seller or any Affiliate of Seller, with respect to this Agreement, the Facility, or the transactions contemplated in this Agreement. No other litigation, arbitration, investigation or proceeding is pending or, to Seller's knowledge, threatened against Seller or any Affiliate of Seller, the effect of which would materially and adversely affect Seller's performance of its obligations in this Agreement.

3.2.10 Eligible Contract Participant. Seller, and any Guarantor, is an “eligible contract participant” as that term is defined in the United States Commodity Exchange Act.

3.2.11 Undertaking of Agreement; Professionals and Experts. Seller has engaged those professional or other experts it believes necessary to understand its rights and obligations under this Agreement. In entering into this Agreement and agreeing to undertake its obligations hereunder, Seller has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of PacifiCorp in connection with the transactions contemplated by this Agreement.

3.2.12 Renewable Claims. Seller has at all times complied with the Federal Trade Commission requirements set forth in 16 CFR Part 260, Section 260.15 in any communications concerning the Product that have or may be generated from the Facility. Except as permitted by Section 4.3, Seller has not claimed, and will not claim, the Green Tags, Environmental Attributes or other “renewable energy,” “green energy,” “clean energy” or similar attributes of the Output or the Facility as belonging to Seller or any of its Affiliates and is not aware of any such claims made by third parties with respect to the Output or the Facility.

3.2.13 No Third Party Sales. Seller has not sold, or entered into any contract or agreement to sell, to any Person (other than PacifiCorp pursuant hereto) all or any portion of the Product. Except as permitted by Section 4.3, Seller will not sell, or enter into any contract or agreement to sell, to any Person (other than PacifiCorp pursuant hereto) all or any portion of the Product.

3.2.14 Verification. All material information relating to the Facility, its operation and output provided to PacifiCorp and contained in this Agreement has been verified by Seller and, to Seller’s knowledge, is true, accurate and complete in all material respects.

3.2.15 Eagle Take Permit Application. Prior to delivery of the FNTF, Seller shall have performed all necessary pre-construction surveys, coordinated with applicable Governmental Authorities and applied to the U.S. Fish and Wildlife Service for an incidental eagle take permit for the taking of eagles for the operation (including commissioning) of the Facility, reasonable evidence of which Seller shall provide to PacifiCorp prior to the delivery of the FNTF.

3.2.16 OFAC Sanctions Lists. Neither Seller, any Affiliate of Seller, nor, to Seller’s reasonable knowledge, any officer, director, employee, agent, lobbyist or representative of Seller or any Affiliate of Seller is on any sanction list maintained and published by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), including the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively, the “OFAC Sanctions Lists”). Seller shall not intentionally or knowingly, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC Sanctions Lists in the performance of this Agreement, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman or any other role or relationship of any

kind. Seller shall use commercially reasonable efforts to remain up-to-date with recent actions and updates by OFAC and shall promptly notify PacifiCorp at any time it learns that it is in breach of its covenants in this Section 3.2.16. Seller will reasonably comply and cooperate with PacifiCorp in any inquiry, request or investigation initiated by OFAC arising from or related to Seller's performance under this Agreement. For the avoidance of doubt, Seller shall not be in breach of this Section 3.2.16 if any such person or entity that Seller involves or engages in the performance of this Agreement is subsequently placed on the OFAC Sanctions List so long as Seller takes all actions required by Requirements of Law promptly upon learning that such person or entity has been placed on the OFAC Sanctions List.

3.2.17 State- or Government-Owned Enterprises or Companies. Neither Seller nor any Affiliate of Seller shall have fifty percent (50%) or more equity ownership by an entity owned or to the reasonable knowledge of Seller controlled by the countries of Afghanistan, Angola, Yemen, Sudan, Syria, Uganda, Crimea Region of Ukraine Russia, Iran, Chad, China, Congo, Venezuela, Somalia, Iraq, Libya or North Korea or any other country that PacifiCorp may identify by written notice to Seller from time to time based on reasonable concerns of doing business, directly or indirectly, with an entity whose equity is owned fifty percent (50%) or more by an entity owned or to the reasonable knowledge of Seller controlled by such other country (the "Prohibited Countries"); provided, however, a country shall not constitute a Prohibited Country in connection with an entity unless, with respect to the specific economic activities contemplated by this Agreement, such country is subject to an active sanctions program identified on the U.S. Department of the Treasury's "Sanctions Programs and Country Information" page (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>) or the successor thereto. Seller shall promptly notify PacifiCorp at any time it learns that it is in breach of its covenants in this Section 3.2.17. For the avoidance of doubt, Seller shall not be in breach of this Section 3.2.17 if PacifiCorp subsequently identifies a country as a Prohibited Country and at that time Seller or an Affiliate of Seller shall have (50%) or more equity ownership by an entity owned or to the reasonable knowledge of Seller controlled by such country so long as Seller takes all actions, if any, required by Requirements of Law promptly upon learning of the same.

3.2.18 Prohibited Vendors. Seller shall not knowingly or intentionally use in the procurement and construction of the Facility, directly or indirectly, through contractors, subcontractors, vendors, consultants, suppliers, materialman or any other person or entity with a role or relationship of any kind with the procurement or construction of the Facility, the services, products, component pieces or sub-assemblies: (a) of any entity with fifty percent (50%) or more equity ownership by an entity owned or to the reasonable knowledge of Seller controlled by a Prohibited Country; (b) of any person or entity identified by a U.S. Governmental Authority as a national security threat; (c) of any person or entity subject to sanctions by the U.S. Government pursuant to a sanctions program referred to in the proviso to the first sentence of Section 3.2.17; (d) as produced by slavery, servitude, child labor, or forced or compulsory labor as defined by U.S. federal Requirements of Law, including the Uyghur Forced Labor Prevention Act (collectively, the "Prohibited Vendors"). Seller shall use commercially reasonable efforts to be familiar with the Prohibited Vendors, including additional Prohibited Vendors that any U.S. Governmental Authority may identify from time to time. Seller shall promptly notify PacifiCorp at any time it learns that it is in breach of its covenants in this Section 3.2.18. For the avoidance

of doubt, Seller shall not be in breach of this Section 3.2.18 if Seller contracts for services, products, component pieces or sub-assemblies from Prohibited Vendors prior to such person or entity being designated a Prohibited Vendor so long as Seller takes all actions, if any, required by Requirements of Law promptly upon learning that such person or entity has been designated a Prohibited Vendor.

3.2.19. Supply Chain Audit. If requested by PacifiCorp by written Notice [REDACTED]

[REDACTED] then Seller shall undergo and deliver a Supply Chain Audit with respect to the major items of equipment as may be specified by PacifiCorp in the Notice, conducted by a third-party consulting firm of national repute selected by Seller and reasonably acceptable to PacifiCorp. Seller shall use commercially reasonable efforts to complete such Supply Chain Audit and cause the findings of the same to be delivered to PacifiCorp within [REDACTED] of PacifiCorp's written request. The findings of the Supply Chain Audit shall assess the material compliance of Seller with the requirements of Section 3.2.18 and shall otherwise be in form and substance reasonably acceptable to PacifiCorp. Such Supply Chain Audit shall be at the sole cost and expense of PacifiCorp; provided, that if such Supply Chain Audit demonstrates that Seller is not in material compliance with the requirements of Section 3.2.18, then Seller shall be responsible for the full cost and expense of such Supply Chain Audit.

3.3 No Other Representations or Warranties. Each Party acknowledges that it has entered into this Agreement in reliance upon only the representations and warranties provided in this Agreement, and that no other representations or warranties have been made by the other Party with respect to the subject matter of this Agreement.

3.4 Continuing Nature of Representations and Warranties; Notice. The representations and warranties provided in this Section 3 are made as of the Effective Date and deemed repeated as of the Commercial Operation Date. If at any time during the Term, either Party obtains actual knowledge of any event or information that would have caused any of its representations and warranties in this Agreement to be materially untrue or misleading at the time given, such Party shall as soon as practicable provide the other Party with 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 to the maximum extent possible.

SECTION 4 DELIVERIES OF NET OUTPUT

4.1 Purchase and Sale. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and continuing throughout the Term, Seller shall sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive all rights, title and interest that Seller has in and to the Product in accordance with the terms herein. Notwithstanding anything to the contrary contained in this Agreement, PacifiCorp shall be under no obligation: (a) to make any purchase hereunder other than Product; (b) to purchase, receive or pay for Net Output delivered to the Point of Delivery in any hour in excess of the Maximum Delivery Rate; (c) to

purchase, receive or pay for Wrongfully Delivered Energy; or (d) except as provided in Section 4.5.2, to purchase, receive or pay for Net Output that is not delivered to the Point of Delivery. In addition, [REDACTED] period prior to the Scheduled Commercial Operation Date, Seller may sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive, all Net Output and Green Tags from the Facility as test energy at the price specified in Section 5.1.1.

4.2 Designation as Network Resource; Termination Right.

4.2.1 Within five (5) Business Days following the PacifiCorp Condition Precedent Date, PacifiCorp will submit an application to the Network Service Provider requesting designation of this Agreement as a Network Resource under PacifiCorp's agreement for Network Integration Transmission Service with the Network Service Provider with a commencement date for Network Integration Transmission Service of [REDACTED] days prior to the Scheduled Commercial Operation Date (as of the Execution Date) (the "DNR Request"). Within five (5) Business Days of (a) receiving written notice from the Network Service Provider that no transmission service study will be necessary in connection with granting the DNR Request or (b) if a transmission service study is required, receiving a final transmission service study from the Network Service Provider, PacifiCorp shall provide such notice or final transmission service study, as the case may be, to Seller.

4.2.2 If the Network Service Provider determines through the Tariff study process that network upgrades will be required on the Network Service Provider's transmission system in order to grant the DNR Request, and the estimated cost of such network upgrades and any other costs identified by the Network Service Provider (the "DNR Costs") are in excess of [REDACTED] (the "DNR Cost Threshold"), then, subject to the other provisions of this Section 4.2, PacifiCorp shall be entitled to terminate this Agreement upon not less than [REDACTED] prior written notice thereof to Seller (the "DNR Termination Notice"). PacifiCorp's termination right under this Section 4.2.2 shall expire if PacifiCorp fails to provide Seller written notice thereof as follows: (a) within [REDACTED] following PacifiCorp's receipt of written notice from the Network Service Provider that no transmission service study will be necessary in connection with granting the DNR Request; or (b) if a transmission service study is required, within [REDACTED] following PacifiCorp's receipt of a final transmission service study from the Network Service Provider; provided, in any event, PacifiCorp's right to terminate this Agreement in connection with DNR Costs shall expire on [REDACTED].

4.2.3 If Seller delivers a written notice ("DNR Costs Notice") to PacifiCorp within ten (10) Business Days of receipt of the DNR Termination Notice that it is willing to pay or reimburse PacifiCorp for all or a portion of the DNR Costs in excess of the DNR Cost Threshold (the "Excess DNR Costs"), then the Parties shall negotiate in good faith to reach agreement on the method and amount of payment or reimbursement of the Excess DNR Costs. If the Parties reach agreement on the method and amount of payment or reimbursement of the Excess DNR Costs within fifteen (15) Business Days of PacifiCorp's receipt of the DNR Costs Notice, then the Parties shall amend this Agreement consistent with such agreement. If the Parties are unable to reach agreement on the method and amount of payment or reimbursement of the Excess DNR Costs within fifteen (15) Business Days of PacifiCorp's receipt of the DNR

Costs Notice, then this Agreement shall terminate in accordance with the DNR Termination Notice.

4.2.4 If PacifiCorp terminates this Agreement pursuant to Section 4.2, then all further obligations of the Parties under this Agreement (other than the provisions which by their terms are intended to survive the termination of this Agreement) shall be terminated without further liability of either Party to the other Party. Under no circumstances shall either Party have any liability to the other Party due to PacifiCorp exercising its termination right pursuant to Section 4.2.

4.3 No Sales to Third Parties. One hundred percent (100%) of the Product from the Facility shall be dedicated exclusively to PacifiCorp for so long as this Agreement is in force and effect. Except as provided for in Section 11.7, Seller shall not: (a) sell, divert, grant, transfer or assign Product to any Person other than PacifiCorp or report to any Person that any Product belongs to anyone other than PacifiCorp; (b) provide PacifiCorp with any Product from any source other than the Facility; or (c) divert, redirect or make available the Facility or any resource therefrom to another generating facility or any third party; provided, however, that paragraphs (a) and (c) shall not apply solely during periods when PacifiCorp is in default of its obligation to accept and purchase Net Output or Green Tags in accordance with this Agreement. Subject to Section 11.7, PacifiCorp may report to any Person that it exclusively owns the Product, including the Capacity Rights, if any, and the Green Tags existing during the Term. The Parties agree that remedies at law may be inadequate in the event of a breach of this Section 4.3, and Seller agrees that PacifiCorp shall be entitled, without proof of actual damages and without necessity of posting bond or other security, to temporary, preliminary and permanent injunctive relief from any Governmental Authority of competent jurisdiction restraining Seller from committing or continuing any breach of this Section 4.3.

4.4 Delivery Responsibilities.

4.4.1 Product. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and throughout the Term, Seller shall supply and deliver the Product to PacifiCorp, and PacifiCorp shall accept and receive the Product, at the Point of Delivery (other than Green Tags which shall be delivered pursuant to Section 4.7).

4.4.2 Title and Risk of Loss of Net Output. Seller warrants that all Product delivered to PacifiCorp shall be free and clear of all liens, claims and encumbrances of any nature or kind (other than liens, claims or encumbrances created or granted by PacifiCorp). Title to and risk of loss of all Net Output shall transfer from Seller to PacifiCorp upon its delivery to PacifiCorp at the Point of Delivery. Seller shall be in exclusive control of, and responsible for, any damage or injury caused by, all Output up to and at the Point of Delivery. PacifiCorp shall be in exclusive control of, and responsible for, any damages or injury caused by, Net Output after the Point of Delivery.

4.5 Curtailment.

4.5.1 Non-Compensable Curtailment. PacifiCorp is not obligated to purchase, receive, pay for, or pay any damages associated with, Net Output not delivered to the Point of

Delivery due to any of the following (collectively, “Non-Compensable Curtailment”): (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 Facility is not fully integrated or synchronized with the System; (c) any direction to Seller by the Market Operator, Network Service Provider, Transmission Provider, Interconnection Provider or PacifiCorp (in its merchant function capacity and acting at the direction of the Market Operator, Network Service Provider, Transmission Provider or Interconnection Provider) to curtail Net Output: (i) to effectuate a reduction in transmission service by Transmission Provider pursuant to Part I, Part II or Part III of the Tariff; (ii) to effectuate a reduction in interconnection service by the Interconnection Provider as provided for under the Generation Interconnection Agreement; (iii) to maintain compliance with NERC, WECC or similar national or regional reliability standard requirements; or (iv) to remedy any condition or situation: (A) that in the judgment of the party making the claim is imminently likely to endanger life or property; or (B) that Transmission Provider determines in a non-discriminatory manner is imminently likely to cause a material adverse effect on the security of, or damage to Transmission Provider’s System, Transmission Provider’s or Interconnection Provider’s interconnection facilities or the electric systems of others to which the Transmission Provider’s System is directly connected; or (d) an event of Force Majeure that prevents either Party from delivering or receiving Net Output. Seller is not obligated to generate, deliver or pay any damages to PacifiCorp pursuant to this Agreement associated with Net Output not delivered to the Point of Delivery due solely to a Non-Compensable Curtailment.

4.5.2 Curtailed Amounts. Seller will reasonably determine the MWh amount of Non-Compensable Curtailment (“Non-Compensable Curtailment Energy”), Compensable Curtailment (“Compensable Curtailment Energy”) and Intervention Curtailment (“Intervention Curtailment Energy”) based on the amount of Potential Net Output that could have been but was not generated at the Facility and delivered to PacifiCorp as Net Output at the Point of Delivery because of Non-Compensable Curtailment, Compensable Curtailment or Intervention Curtailment Energy. Seller must promptly provide PacifiCorp with access to such information and data as PacifiCorp may reasonably request to confirm to its reasonable satisfaction the amount of any Non-Compensable Curtailment Energy, Compensable Curtailment Energy or Intervention Curtailment Energy. Any disputes between the Parties with respect to the amount or calculation of Compensable Curtailment Energy, Non-Compensable Curtailment Energy or Intervention Curtailment Energy will be resolved in accordance with Section 24; provided, however, that the provisions in the definition of Potential Net Output shall control with respect to any dispute between the Parties with respect to the amount or calculation of Potential Net Output. For the avoidance of doubt, (i) Wrongfully Delivered Energy shall not be considered Compensable Curtailment Energy, and (ii) Intervention Curtailment shall not be considered Compensable Curtailment and Intervention Curtailment Energy shall not be considered Compensable Curtailment Energy.

4.6 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, in either its capacity as Transmission Provider or Interconnection Provider.

4.7 Green Tags.

4.7.1 Title. All Green Tags are exclusively dedicated to and vested in PacifiCorp. Title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Output at the Generating Facility that gives rise to such Green Tags and shall be transferred to PacifiCorp in accordance with WREGIS Operating Rules.

4.7.2 Documentation. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Seller must, at its own cost and expense, cause the Facility to maintain its registration in good standing with the Center for Resource Solution's Green-e Program (or such successor program) throughout the Term. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller shall, at its own cost and expense, effectuate the transfer of WREGIS Certificates to PacifiCorp in accordance with the WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form then used by PacifiCorp (a copy of which PacifiCorp will provide to Seller) or elect to retain a third party or act as its own WREGIS-defined Qualified Reporting Entity. Unless the failure to deliver WREGIS Certificates was caused by an action of PacifiCorp not acting in its capacity as Qualified Reporting Entity under the Qualified Reporting Entity Services Agreement, PacifiCorp shall be entitled to a refund of the Green Tags Price Component of Green Tags associated with any Output for which WREGIS Certificates are not delivered, and shall not transfer the affected Green Tags back to Seller, provided that Seller shall have thirty (30) days to correct any error and deliver such WREGIS Certificates to PacifiCorp or provide such refund payment. Seller shall promptly provide PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by a Governmental Authority, upon notification by such Governmental Authority that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded.

4.7.3 Publicity. Except as permitted under Section 4.3, Seller shall not make any public statement or report under any program that any of the Green Tags purchased by PacifiCorp hereunder belong to any Person other than PacifiCorp. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintain registered the Facility by providing copies of all such information as PacifiCorp reasonably requires for such registration.

4.7.4 Renewable Claims. Seller will comply with the Federal Trade Commission requirements set forth in 16 CFR Part 260, Section 260.15 in any communications concerning the Output, the Facility and the Green Tags that are or may be generated from the Facility. Except as permitted under Section 4.3, Seller will not claim the Green Tags, Environmental Attributes or other "renewable energy," "green energy," "clean energy" or similar attributes of the Output or the Facility as belonging to Seller or any Seller Affiliate.

4.7.5 Compliance Costs. Notwithstanding anything in this Agreement to the contrary, if after the Execution Date there is a change in the Requirements of Law, the requirements of WREGIS, the requirements of the Center for Resource Solution's Green-e Program, or PacifiCorp elects to utilize an additional program pursuant to Section 4.7.3, and Seller reasonably concludes that as a result of such change or participation in such additional program it may incur increased costs and expenses to comply with its obligations in Section 4.7.2 and Section 4.7.3 ("Compliance Costs") in excess of [REDACTED] (the "Compliance Cost Cap"), then Seller shall provide PacifiCorp with a notice itemizing such excess Compliance Costs above the Compliance Cost Cap. PacifiCorp shall evaluate such notice and either: (a) agree to reimburse Seller for such Compliance Costs above the Compliance Cost Cap; or (b) waive Seller's obligation to comply with such change or participate in such additional program to the extent such inability to comply with such change or participate in such additional program results from failing to expend amounts for Compliance Costs in excess of the Compliance Cost Cap.

4.8 Capacity Rights; Ancillary Services.

(a) For and in consideration of PacifiCorp's agreement to purchase from Seller the Net Output and Green Tags on the terms and conditions set forth herein, Seller shall transfer to PacifiCorp, and PacifiCorp shall accept from Seller, all right, title, and interest that Seller may have in and to Capacity Rights, if any, and Ancillary Services, if any, existing during the Term, except as provided in Section 4.3.

(b) The Parties acknowledge and agree that the compensation that Seller receives from PacifiCorp under this Agreement includes full compensation for Seller's fixed costs for providing reactive power service. Therefore, Seller shall not file a rate schedule at FERC for reactive power compensation payable prior to expiration of the Term or the earlier termination of this Agreement.

(c) Nothing in this Section 4.8 shall require Seller (i) to make or pay for any physical modifications to the Facility (including the installation of additional equipment) or the design of the Facility, (ii) to make or pay for physical modifications or upgrades to any interconnection and transmission facilities, or (iii) to modify the operation of the Facility.

4.9 Further Assurances. At PacifiCorp's request, Seller shall execute such documents and instruments as may be reasonably required by PacifiCorp to effect recognition and transfer of the Product to PacifiCorp.

SECTION 5 CONTRACT PRICE; COSTS

5.1 Product Payments. PacifiCorp will pay Seller for the Product as stated in this Section 5.1, and Seller shall not be entitled to any compensation for the Product over and above the prices stated below.

5.1.1 Deliveries Prior to the Commercial Operation Date. Beginning no earlier than [REDACTED], PacifiCorp will pay Seller for Net Output delivered at the Point of Delivery before the Commercial Operation Date, an amount per MWh equal to the lower of: (a) [REDACTED] of the Firm Market Price Index for the applicable hour on the applicable day in the applicable month; and (b) [REDACTED]; provided, however, that Seller's right to receive payment for energy deliveries under this Section 5.1.1 is subject to PacifiCorp's right of offset under Section 10.2 for, among other things, payment by Seller of any Delay Damages owed to PacifiCorp by Seller.

5.1.2 Deliveries On and After the Commercial Operation Date.

(a) For the Initial Delayed Commercial Operation Date Period, if any, PacifiCorp shall pay Seller the Contract Price (i) for each MWh of Potential Net Output deemed delivered (but not actually delivered) to the Point of Delivery and (ii) for each MWh of Net Output delivered to the Point of Delivery, in each case, during the Initial Delayed Commercial Operation Date Period pursuant to Section 2.2.2.

(b) For the Subsequent Delayed Commercial Operation Date Period, if any, PacifiCorp shall pay Seller: (i) the Contract Price for each MWh of Net Output delivered to the Point of Delivery; and (ii) the Compensable Curtailment Price for each MWh of Potential Net Output deemed delivered (but not actually delivered) to the Point of Delivery, in each case, during the Subsequent Delayed Commercial Operation Date Period pursuant to Section 2.2.2.

(c) For the period beginning on the Commercial Operation Date and thereafter during the Term, PacifiCorp will pay to Seller: (i) the Contract Price per MWh of Net Output delivered at the Point of Delivery; and (ii) the Compensable Curtailment Price per MWh of Compensable Curtailment Energy.

5.1.3 Non Compensable Deliveries. PacifiCorp shall not be required to accept from Seller or pay Seller for: (a) any Non-Compensable Curtailment Energy; (b) Net Output delivered at the Point of Delivery in any hour in excess of the Maximum Delivery Rate; or (c) Wrongfully Delivered Energy.

5.2 Costs and Charges. Seller shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Net Output up to and at the Point of Delivery, including (a) transmission costs, transmission line losses and any costs or charges imposed in connection with scheduling and delivery of Net Output up to and at the Point of Delivery and (b) transmission costs, transmission line losses, and any operation and maintenance charges imposed by Interconnection Provider or Transmission Provider in connection with scheduling and delivery of Net Output up to and at the Point of Delivery, other than such costs or charges that are caused by PacifiCorp's acts or omissions in breach of this Agreement. Except as provided in Section 4.2, PacifiCorp shall be responsible for all costs or charges, including transmission costs, transmission line losses and any costs or charges (including imbalance charges and penalties), if any, imposed in connection with the receipt of Net Output at the Point of Delivery and the scheduling and delivery of Net Output from the Point

of Delivery, other than such costs or charges that are caused by Seller's acts or omissions in breach of this Agreement. Without limiting the generality of the foregoing, Seller, in accordance with the Generation Interconnection Agreement, shall be responsible for all costs and expenses associated with modifications to the Interconnection Facilities or the System (including System upgrades) caused by or related to the Facility, including all costs and expenses associated with the interconnection of the Facility with the System.

5.3 Station Service. Seller shall be responsible for arranging and obtaining, at its sole risk and expense, station service required for the Facility. Seller shall not use Output to provide station service for the Facility itself unless and only to the extent such station service is interrupted or not available (other than as a result of the acts or omissions of Seller and its Affiliates).

5.4 Taxes. Seller shall pay or cause to be paid when due, or reimburse PacifiCorp for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any Governmental Authority on the Product up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Seller under Requirements of Law. PacifiCorp shall pay or cause to be paid when due, or reimburse Seller for, all such taxes imposed or levied by any Governmental Authority on the Product beyond the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Seller under Requirements of Law. All Net Output delivered by Seller to PacifiCorp hereunder shall be sales for resale, with PacifiCorp reselling such Net Output. The Contract Price and Compensable Curtailment Price will not be adjusted on the basis of any action of any Governmental Authority with respect to changes to or revocations of sales and use tax benefits, rebates, exceptions or give backs. In the event any taxes are imposed on a Party for which the other Party is responsible in this Agreement, the Party on which the taxes are imposed must promptly provide the other Party notice and such other information as such other Party reasonably requests with respect to any such taxes.

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision of this Agreement and subject to Section 5.4, Seller shall be solely responsible for paying when due: (a) all costs of owning and operating the Facility in compliance with existing and future Requirements of Law and the terms and conditions of this Agreement; and (b) all taxes and charges (however characterized) now existing or later imposed on or with respect to the Facility and its operation, including any tax or charge (however characterized) payable by a generator of Environmental Attributes.

5.6 Rates Not Subject to Review. The rates for service specified in this Agreement will remain in effect until expiration of the Term, and are not subject to change for any reason, including regulatory review, absent agreement of the Parties. Neither Party will petition FERC to amend such prices or terms, or support a petition by any other person seeking to amend such prices or terms, absent the agreement in writing of the other Party. Further, absent the agreement in writing by both Parties, the standard of review for changes to this Agreement proposed by a Party, a non-party or FERC acting *sua sponte* will be the "public interest" application of the "just and reasonable" standard of review as described in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956), and Federal Power Commission v. Sierra Pacific Power Co.,

350 U.S. 348 (1956), and clarified by Morgan Stanley Capital Group. Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527, 128 S. Ct. 2733 (2008).

5.7 Participation in an RTO. If, after the Effective Date, PacifiCorp joins an RTO, then the Parties shall negotiate in good faith any such amendments to this Agreement that may be necessary as a result of such RTO membership.

SECTION 6 OPERATION AND CONTROL

6.1 As-Built Supplement. No later than seventy-five (75) days following Final Completion, Seller must provide PacifiCorp the As-Built Supplement, which As-Built Supplement will automatically be deemed incorporated into Exhibit B effective upon receipt by PacifiCorp, provided that in no event shall such updated Exhibit B result in any change to Exhibit A, unless such change is required pursuant to Section 2.2.3 or Section 2.2.4. The Facility, as reflected in the As-Built Supplement to be provided under this Section, may not: (a) have a Nameplate Capacity Rating that exceeds the Expected Nameplate Capacity Rating; and (b) result in the increase of the Maximum Delivery Rate. Seller may not modify the Facility, whether by replacement or modification of Facility equipment or related infrastructure, addition of battery storage or otherwise, in a manner that materially alters the As-Built Supplement without PacifiCorp's prior written approval (which approval may not be unreasonably withheld, conditioned or delayed), provided that PacifiCorp shall not be required to approve any modification of the Facility that results or is reasonably likely to result in the Facility violating Section 6.1(a) or (b) above; provided, further, that in no event shall PacifiCorp be required to purchase any Net Output at a rate above the Expected Nameplate Capacity Rating or the Maximum Delivery Rate delivered in any hour to the Point of Delivery as a result of any such modification to the Facility.

6.2 Standard of Facility Construction and Operation.

6.2.1 General. At Seller's sole cost and expense, Seller shall operate, maintain and repair the Facility in accordance with: (a) the applicable and mandatory standards, criteria and formal guidelines of FERC, NERC, any RTO, and any other Electric System Authority and any successors to the functions thereof; (b) the Permits and other Required Facility Documents; (c) the Generation Interconnection Agreement; (d) all Requirements of Law; (e) the requirements of this Agreement; and (f) Prudent Electrical Practice. Seller acknowledges that it has no claim under this Agreement against PacifiCorp with respect to any requirements imposed by or damages caused by (or allegedly caused by) Transmission Provider or Interconnection Provider or with respect to the provision of station service.

6.2.2 Qualified Operator. From and after the date of initial delivery of Net Output to the Point of Delivery, Seller or an Affiliate of Seller shall operate and maintain the Facility or cause the Facility to be operated and maintained by an entity that has [REDACTED] of experience in the operation and maintenance of [REDACTED]. Seller must provide PacifiCorp thirty (30) days prior notice of any change in the operator of the Facility.

6.2.3 Fines and Penalties. Without limiting a Party's rights under Section 12.1.3, each Party must pay all fines and penalties incurred by such Party on account of noncompliance by such Party with Requirements of Law as such fines and penalties relate to the subject matter of this Agreement, except where such fines and penalties are being contested in good faith through appropriate proceedings.

6.3 Interconnection. Seller is responsible for the costs and expenses associated with obtaining from Interconnection Provider interconnection service for the Facility at its Expected Nameplate Capacity Rating. Seller has no claims under this Agreement against PacifiCorp, acting in its merchant function capacity, with respect to any requirements imposed by or damages caused by (or allegedly caused by) acts or omissions of Transmission Provider or Interconnection Provider, acting in such capacities, in connection with the Generation Interconnection Agreement or otherwise.

6.4 Coordination with System. Seller's delivery of electricity to PacifiCorp under this Agreement must be at a voltage, phase, power factor, and frequency as required under the Generation Interconnection Agreement. Seller will furnish, install, operate, and maintain in good order and repair, and without cost to PacifiCorp, such switching equipment, relays, locks and seals, breakers, automatic synchronizers, and other control and protective apparatus as required under the Generation Interconnection Agreement.

6.5 Outages.

6.5.1 Planned Outages. Seller must provide PacifiCorp with an annual forecast of Planned Outages for the Facility for each Contract Year at least one (1) month, but no more than three (3) months, before the first day of each Contract Year, and may update such Planned Outage schedule as necessary to comply with the Generation Interconnection Agreement or Prudent Electrical Practices. Any such update to the Planned Outage schedule must be promptly submitted to PacifiCorp. Seller may not schedule a Planned Outage during any portion of the Excluded Months, except to the extent required by the Generation Interconnection Agreement or Prudent Electrical Practices.

6.5.2 Maintenance Outages. If Seller reasonably determines that it is necessary to schedule a Maintenance Outage for the Facility, Seller must notify PacifiCorp of the proposed Maintenance Outage as soon as practicable but in any event at least five (5) days before the Maintenance Outage begins (or such shorter period as PacifiCorp may consent to in writing). Seller must take all reasonable measures consistent with the Generation Interconnection Agreement, Prudent Electrical Practices and the Facility equipment manufacturer recommendations (but only to the extent compliance with the Facility equipment manufacturer recommendations could not reasonably have been addressed in a Planned Outage) to not schedule any Maintenance Outage during any of the Excluded Months. Notice of a proposed Maintenance Outage by Seller must include the expected start date and time of the Maintenance Outage, the amount of Net Output of the Facility that will not be available, and the expected completion date and time of the Maintenance Outage. PacifiCorp will promptly respond to such notice and may request reasonable modifications in the schedule for the Maintenance Outage. Seller must use all reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage provided that such change has no substantial adverse impact on Seller or

the Facility. Once the Maintenance Outage has commenced, Seller must keep PacifiCorp apprised of any changes in the Net Output available from the Facility during the Maintenance Outage and any changes in the expected Maintenance Outage completion date and time. As soon as practicable, any notifications given orally must be confirmed in writing. Seller shall take all reasonable actions consistent with the Generation Interconnection Agreement and Prudent Electrical Practices to minimize the frequency and duration of Maintenance Outages.

6.5.3 Forced Outages. Seller must promptly provide to PacifiCorp an oral report, via telephone to a number specified by PacifiCorp with a backup written confirmation (or other method approved by PacifiCorp in writing), of any Forced Outage of the Facility resulting in [REDACTED]. This report from Seller must include the amount of the Net Output of the Facility that will not be available because of the Forced Outage and the expected return date of such Net Output. Seller must promptly update the report as necessary to advise PacifiCorp of any changed circumstances. As soon as practicable, any oral report must be confirmed in writing to PacifiCorp. Seller shall take all reasonable actions consistent with the Generation Interconnection Agreement and Prudent Electrical Practices to avoid and minimize the duration of Forced Outages.

6.5.4 Notice of Deratings. Without limiting the foregoing, Seller will inform PacifiCorp, via telephone to a number specified by PacifiCorp with a backup written confirmation (or other method approved by PacifiCorp in writing), of any limitations, restrictions, deratings or outages [REDACTED] for the following day and will promptly update such notice to the extent of any material changes in this information.

6.5.5 Effect of Outages on Estimated Output. Seller represents and warrants that the Expected Annual Net Output, the Expected Monthly Net Output and the Expected Hourly Net Output provided in Exhibit A take into account the Planned Outages, Forced Outages and Maintenance Outages that Seller reasonably expects to encounter in the ordinary course of operating the Facility.

6.6 Scheduling.

6.6.1 Cooperation and Standards. During the Term, PacifiCorp shall have the exclusive right to schedule or designate the Generating Facility to deliver the Net Output in accordance with the requirements of this Agreement. With respect to any and all scheduling requirements, (a) Seller must cooperate reasonably with PacifiCorp with respect to scheduling Net Output, and (b) each Party will designate authorized representatives to communicate with regard to scheduling and related matters arising under this Agreement. Each Party must comply with the applicable variable resource standards and criteria of any applicable Electric System Authority, as applicable.

6.6.2 Schedule Coordination. If, as a result of this Agreement, PacifiCorp is deemed by an RTO to be either operationally or 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

Seller shall promptly take all actions necessary to acquire such RTO-recognized standing (or must contract with a third party who has such RTO-recognized standing) so that PacifiCorp is no longer responsible for Seller's performance under the Generation Interconnection Agreement, and any costs incurred by PacifiCorp as a result of being deemed responsible for Seller's performance under the Generation Interconnection Agreement shall be reimbursed by Seller.

6.7 Forecasting. PacifiCorp will solicit and obtain from a qualified renewable energy production forecasting vendor selected by PacifiCorp forecast data and information with respect to the Facility, including day-ahead and real-time forecasting services and provision of real-time meteorological data necessary for compliance with applicable Electric System Authority procedures, protocols, rules and testing. Seller shall, at its cost and expense, make available to such vendor, and any vendor mutually agreed to by the Parties pursuant to the definition of Potential Net Output, such information with respect to the operation and performance of the Facility, including real-time meteorological data with respect to the Premises collected pursuant to Section 9.7, as such vendor may reasonably request in order to perform in accordance with this Section 6.7 or the definition of Potential Net Output, as the case may be. In addition to any notice required by Section 6.5, Seller must provide to PacifiCorp day-ahead notice of any Planned Outage, Maintenance Outage or deratings of the Facility. Seller must provide a 24-hour telephone number that PacifiCorp may contact to determine the then-current status of the Facility. Once engaged, the fees charged PacifiCorp by such forecasting vendor will be reimbursed by Seller, up to [REDACTED] per Contract Year and PacifiCorp will present Seller with an invoice and documentation supporting the costs of obtaining such forecasting data and information. Subject to the foregoing, Seller must pay the amount stated on the invoice within fifteen (15) days of receipt. PacifiCorp reserves the right to change the forecasting vendor in its sole discretion during the Term.

6.8 [Reserved].

6.9 Electronic Communications.

6.9.1 AGC.

(a) Beginning on the Commercial Operation Date, PacifiCorp will dispatch the Facility either: (i) using AGC Set-Points transmitted by the Transmission Provider (at PacifiCorp's request) to the AGC installed by Seller, and Seller shall cause its AGC to comply with the AGC Set-Points so transmitted; (ii) by telephonic communication, and Seller shall promptly comply with PacifiCorp's dispatch instruction; or (iii) as mutually agreed upon in writing by the Parties.

(b) PacifiCorp may notify Seller, by telephonic communication or through use of the AGC Set-Point, to curtail the delivery of Net Output to PacifiCorp from the Facility and to the Point of Delivery, for any reason and in its sole discretion and Seller shall promptly comply with such notification.

(c) The AGC Set-Points are communicated electronically through the SCADA system. Seller shall ensure that, throughout the Term, the SCADA signal is capable of

functioning on all AGC Set-Points within the margin of error specified in the Facility control system manufacturer's set point margin of error.

(d) Unless otherwise directed by PacifiCorp, Seller shall ensure that the Facility's AGC is in "Remote" set-point control during normal operations.

(e) Seller will comply with all applicable NERC and WECC critical infrastructure protection requirements.

6.9.2 Telemetering. Seller shall during the Term provide telemetering equipment and facilities capable of transmitting the following information concerning the Facility pursuant to the Generation Interconnection Agreement and to PacifiCorp 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; and
- (c) the Facility's total instantaneous generation capacity.

Commencing on the date of initial deliveries of Net Output under this Agreement, Seller must also transmit or otherwise make accessible to PacifiCorp any other data from the Facility that Seller receives on a real time basis, including Net Output data. Such real time data must be made available to PacifiCorp on the same basis as Seller receives the data (e.g., if Seller receives the data in four second intervals, PacifiCorp must also receive the data in four second intervals). If Seller uses a web-based performance monitoring system for the Facility, Seller must provide PacifiCorp access to Seller's web-based performance monitoring system. All information transmitted to PacifiCorp pursuant to this Section 6.9.2 shall be deemed as Confidential Business Information.

6.9.3 Transmission Provider Consent. Within ten (10) Business Days of the Effective Date, Seller must execute and submit to PacifiCorp, a consent in the form provided in Exhibit H or as otherwise required by Transmission Provider, that allows PacifiCorp to read the meter and receive any and all data from Transmission Provider relating to transmission of Output or other matters relating to the Facility without the need for further consent from Seller.

6.9.4 Dedicated Communication Circuit. Seller must install a dedicated direct communication circuit (which may be by common carrier telephone) between PacifiCorp and the control center in the Facility's control room or such other communication equipment as the Parties may agree in writing.

6.10 Reports and Records.

6.10.1 Electronic Fault Log. Seller must maintain an electronic fault log of operations of the Facility during each hour of the Term commencing on the Commercial Operation Date. Seller must provide PacifiCorp with a copy of the electronic fault log within thirty (30) days after the end of the month to which the fault log applies.

6.10.2 [Reserved].

6.10.3 Information to Governmental Authorities. Seller must, promptly upon written request from PacifiCorp, provide PacifiCorp with data collected by Seller related to the construction, operation or maintenance of the Facility reasonably required by PacifiCorp for purposes of responding to any Governmental Authority or Electric System Authority, along with a statement from an officer of Seller certifying that the contents of the submittals are true and accurate to Seller's knowledge. Seller must use commercially reasonable efforts to provide this information to PacifiCorp sufficiently in advance to enable PacifiCorp to review such information and meet any submission deadlines. PacifiCorp will reimburse Seller for all of Seller's reasonable actual costs and expenses, in excess of [REDACTED] per year, if any, incurred in connection with PacifiCorp's requests for information under this Section 6.10.3.

6.10.4 Data Request. Seller must, promptly upon written request from PacifiCorp, provide PacifiCorp with data collected by Seller related to the construction, operation or maintenance of the Facility reasonably required for information requests from any Governmental Authorities, state or federal agency intervenor or any other party achieving intervenor status in any PacifiCorp rate proceeding or other proceeding before any Governmental Authority. Seller must use commercially reasonable efforts to provide this information to PacifiCorp sufficiently in advance to enable PacifiCorp to review such data and meet any submission deadlines. PacifiCorp will reimburse Seller for all of Seller's reasonable actual costs and expenses in excess of [REDACTED] per year, if any, incurred in connection with PacifiCorp's requests for information under this Section 6.10.4.

6.10.5 Documents to Governmental Authorities. After sending or filing any material statement, application, and report or any material document with any Governmental Authority or Electric System Authority relating to operation and maintenance of the Facility, Seller must promptly provide to PacifiCorp a copy of the same.

6.10.6 Environmental Information. As soon as it is known to Seller, Seller shall disclose to PacifiCorp, the extent of any material violation of any environmental Requirements of Law 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 Facility or 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.

6.10.7 Notice of Material Adverse Events. Seller must promptly notify PacifiCorp of receipt of written notice or actual knowledge by Seller or its Affiliates of the occurrence of any event of default under any material agreement to which Seller is a party and of any other development, financial or otherwise, which would have a material adverse effect on Seller, the Facility, or Seller's ability to develop, construct, operate, maintain or own the Facility or otherwise perform its obligations under this Agreement.

6.10.8 Notice of Litigation. Seller must promptly notify PacifiCorp following its receipt of written notice or actual knowledge of the commencement of any action, suit, or proceeding before any Governmental Authority against Seller or any of its Affiliates (i) relating to the Facility or this Agreement, or (ii) that could materially and adversely affect Seller's performance of its obligations in this Agreement.

6.10.9 Additional Information. Seller must provide to PacifiCorp such other information as relevant to Seller's performance of its obligations under this Agreement or the Facility as PacifiCorp may, from time to time, reasonably request.

6.10.10 Contractor and Workforce Requirements. Seller shall provide to PacifiCorp such information and documentation as PacifiCorp may reasonably request with respect to the diversity and/or other criteria in order to comply with Requirements of Law or in response to a request from a Governmental Authority, in each case, with respect to the contractors, subcontractors, consultants, service providers and equipment suppliers contracted by Seller in the course of the development, procurement, construction and operations of the Facility. In the event that a Governmental Authority audits any PacifiCorp report or filing concerning the information or documentation provided by Seller pursuant to this Section 6.10.10, then Seller shall reasonably cooperate with PacifiCorp in PacifiCorp's efforts to substantiate any such reports or filings in accordance with Section 6.10.3. In furtherance of the foregoing, Seller shall complete and deliver to PacifiCorp within thirty (30) Business Days following the end of each March, June, September and December in each year during the Term the report in the form attached hereto as Exhibit Q.

6.10.11 Confidential Treatment. The reports and other information provided to PacifiCorp under this Section 6.10 will be treated as Confidential Business Information if such treatment is requested in writing by Seller at the time the reports and other information is provided to PacifiCorp, subject to PacifiCorp's rights to disclose such reports and other information pursuant to Section 6.10.3 and Section 6.10.4 and otherwise as provided in Section 23. Seller will have the right to seek confidential treatment of any such reports and other information from any Governmental Authority entitled to receive such reports or other information.

6.11 Financial and Accounting Information. If PacifiCorp or one of its Affiliates determines that, under (a) the Accounting Standards Codification (ASC) 810, Consolidation of Variable Interest Entities, and (b) Requirements of Law that it may hold a variable interest in Seller, but it lacks the information necessary to make a definitive conclusion, Seller agrees to provide, upon PacifiCorp's written request, sufficient financial and ownership information so that PacifiCorp or its Affiliate may confirm whether a variable interest does exist under ASC 810 and Requirements of Law. If PacifiCorp or its Affiliate determines that, under ASC 810, it holds a variable interest in Seller, Seller agrees to provide, upon PacifiCorp's written request, sufficient financial and other information to PacifiCorp or its Affiliate so that PacifiCorp may properly consolidate the entity in which it holds the variable interest or present the disclosures required by ASC 810 and Requirements of Law. PacifiCorp will reimburse Seller for Seller's reasonable costs and expenses, if any, incurred in connection with PacifiCorp's requests for information

under this Section 6.11. Seller will have the right to seek confidential treatment of any such information from any Governmental Authority entitled to receive such information.

6.12 Access Rights. During the Term, Seller agrees, subject to the provisions of this Section 6.12, to provide PacifiCorp and its employees, agents, inspectors and representatives (“PacifiCorp Representatives”) with reasonable access to the Facility: (a) for the purpose of reading, inspecting and testing metering equipment and meteorological data towers; (b) as necessary to witness any acceptance tests; (c) as necessary to witness any testing associated with the Facility, including testing with respect to the Performance Guarantee; and (d) for other reasonable purposes at the reasonable request of PacifiCorp; provided, that PacifiCorp’s access rights for it and any PacifiCorp Representative shall be conditioned on (i) scheduling any visit or access to the Premises in advance with Seller during normal business hours on a date approved by Seller, (ii) PacifiCorp complying with (and causing PacifiCorp Representatives to comply with) all Requirements of Law and Seller’s, Affiliates’ and their contractors’ health, safety and security requirements (which may include, without limitation, completion of safety and security training conducted or required by Seller, its Affiliates or contractors), and (iii) neither PacifiCorp nor any PacifiCorp Representative, in Seller’s opinion, interfering with Seller’s ownership, construction, installation, start-up, maintenance, testing and/or operation of the Facility. Seller or its applicable representatives will have the power and authority to cause the immediate removal of any PacifiCorp Representative from the Premises if such Person, in Seller’s opinion, does not comply with such Requirements of Law or safety and security rules, or does not comply with a directive from Seller or any of their respective representatives to correct any non-compliance in any respect. In no event will PacifiCorp or any of the PacifiCorp Representatives hold any meetings with, or otherwise communicate with, any contractors, suppliers, other vendors or customers of Seller or its Affiliates, or any representatives of any Governmental Authority regarding Confidential Business Information (other than as required or permitted hereunder), in each case, regarding the Facility without the prior written consent of Seller. PacifiCorp will release Seller and its employees, agents and representatives from and indemnify and defend Seller and its employees, agents and representatives against any and all Liabilities resulting from actions or omissions by any of the PacifiCorp Representatives in connection with their access to the Premises and/or the Facility, except to the extent such Liabilities are caused by the intentional or negligent act or omission of Seller or its Affiliates or their respective employees, agents and representatives.

6.13 Facility Images. Following the Facility achieving Commercial Operation, upon PacifiCorp’s prior written request and at PacifiCorp’s cost and expense, Seller shall install imaging equipment at the Facility as reasonably requested by PacifiCorp, including video and/or web-based imaging equipment. PacifiCorp shall be free to use any and all images from or of the Facility produced by such imaging equipment for promotional purposes, subject to Seller’s prior written consent, not to be unreasonably withheld, conditioned or delayed taking into consideration Requirements of Law relating to Premises security, obligations to outside vendors (including any confidentiality obligations) and the corporate policies of Seller's Affiliates. PacifiCorp shall retain full discretion on how such images are presented including associating images of the Facility with a PacifiCorp-designated corporate logo.

6.14 Performance Guarantee. If Seller fails to satisfy the Performance Guarantee in accordance with the requirements set forth in Exhibit F, then Seller shall be liable to PacifiCorp

for the Performance Damages calculated and paid in accordance with Exhibit F. The invoice for such Performance Damages shall include a written statement explaining in reasonable detail the calculation of such Performance Damages in accordance with Exhibit F. Each Party acknowledges and agrees that: (a) the damages PacifiCorp would incur due to Seller's failure to satisfy the Performance Guarantee is difficult or impossible to predict with certainty; (b) it is impractical and difficult to assess actual damages in these circumstances; and, therefore, (c) Performance Damages as agreed to by the Parties are a fair and reasonable calculation of damages and not a penalty. [REDACTED]

[REDACTED]

[REDACTED]

SECTION 7 RESERVED

SECTION 8 SECURITY

8.1 Provision of Security. During the Term, Seller must provide and maintain Security as required by this Section 8. If on the Effective Date, PacifiCorp determines Seller satisfies the Credit Requirements, then Seller must thereafter provide every three (3) months following the Effective Date all such financial information and records as PacifiCorp may reasonably request in order to verify Seller continues to satisfy the Credit Requirements.

8.2 Project Development Security. If on the Effective Date or at any time thereafter prior to the Commercial Operation Date Seller fails to satisfy the Credit Requirements, then within ten (10) Business Days after the earlier of Seller's receipt of notice from (a) any source that Seller no longer satisfies the Credit Requirements or (b) PacifiCorp requesting the posting of Project Development Security, Seller must provide to PacifiCorp and maintain in accordance with this Section 8, Project Development Security; provided, however, that if Seller must provide Project Development Security to PacifiCorp in accordance with this Section 8.2, then Seller shall not be required to provide such Project Development Security to PacifiCorp until ten (10) Business Days after the later of (y) the expiration of PacifiCorp's termination right in Section 4.2.2 and (z) the Commission Approvals Termination Deadline, including any extensions thereto in accordance with Section 2.1.2. Within five (5) Business Days from receipt of a written request from PacifiCorp at any time prior to the Commercial Operation Date, Seller shall provide to PacifiCorp all such financial information and records as PacifiCorp may reasonably request in order to verify that Seller continues to satisfy the requirements of this Section 8, including that any Project Development Security or Additional Project Development Security and the Security Provider continues to satisfy the requirements of this Section 8. If at any time prior to the Commercial Operation Date a Security Provider fails to satisfy the Credit Requirements, then within ten (10) Business Days after the earlier of Seller's receipt of notice from (i) any source that the Security Provider no longer satisfies the Credit Requirements or (ii) PacifiCorp requesting the posting of alternate Project Development Security or Additional Project Development Security, as the case may be, Seller must provide to PacifiCorp and maintain in accordance with this Section 8, alternate Project Development Security or Additional Project Development Security, as the case may be. PacifiCorp shall be entitled to draw upon the Project Development Security and any Additional Project Development Security for: (A) any Delay

Damages due but unpaid to PacifiCorp under this Agreement; (B) damages if this Agreement is terminated under Section 11 because of an Event of Default when Seller is the Defaulting Party; and (C) any other amounts owing and not timely paid by Seller to PacifiCorp under this Agreement. Seller shall have no obligation to replenish the Project Development Security after any draw thereunder, unless it elects to provide Additional Project Development Security pursuant to Section 11.1.2(b). Seller shall not be required to maintain the Project Development Security or Additional Project Development Security after the Commercial Operation Date if no unpaid damages are owed to PacifiCorp under this Agreement and, if applicable, the Default Security has been provided as required under this Agreement. If after the Commercial Operation Date the Default Security, if required, has been provided to PacifiCorp pursuant to Section 8.3 and no unpaid damages are owed by Seller to PacifiCorp under this Agreement, then, within ten (10) Business Days of receipt of written request by Seller, PacifiCorp shall return to Seller any Project Development Security and the Additional Project Development Security, if any, then held by PacifiCorp, provided that as of the Commercial Operation Date, Seller may elect to apply the Project Development Security toward the Default Security required by Section 8.3, including by the automatic continuation (as opposed to the replacement) thereof.

8.3 Default Security. If on the Commercial Operation Date or at any time thereafter during the Term Seller fails to satisfy the Credit Requirements, then within ten (10) Business Days after the earlier of Seller's receipt of notice from (a) any source that Seller no longer satisfies the Credit Requirements or (b) PacifiCorp requesting the posting of Default Security, Seller must provide to PacifiCorp and maintain in accordance with this Section 8, Default Security. Within five (5) Business Days from receipt of a written request from PacifiCorp at any time after the Commercial Operation Date, Seller shall provide to PacifiCorp all such financial information and records as PacifiCorp may reasonably request in order to verify that Seller continues to satisfy the requirements of this Section 8, including that any Default Security and the Security Provider continues to satisfy the requirements of this Section 8. If at any time after the Commercial Operation Date a Security Provider fails to satisfy the Credit Requirements, then within ten (10) Business Days after the earlier of Seller's receipt of notice from (i) any source that the Security Provider no longer satisfies the Credit Requirements or (ii) PacifiCorp requesting the posting of alternate Default Security, Seller must provide to PacifiCorp and maintain in accordance with this Section 8, alternate Default Security. PacifiCorp shall be entitled to draw upon the Default Security for: (A) damages if this Agreement is terminated under Section 11 because of an Event of Default when Seller is the Defaulting Party; and (B) any other amounts owing and not timely paid by Seller to PacifiCorp under this Agreement. If no obligations or liabilities remain due by Seller to PacifiCorp upon termination of this Agreement, then PacifiCorp must return any remaining Default Security to Seller within [REDACTED] days following the termination of this Agreement.

8.4 No Interest on Security. Seller shall not earn or be entitled to any interest on any Security provided pursuant to this Section 8.

8.5 Grant of Security Interest. To secure its obligations under this Agreement, Seller hereby grants to PacifiCorp, as the secured party, a present and continuing security interest in, lien on (and right of setoff against), and assignment of, all Project Development Security, Additional Project Development Security or Default Security, as the case may be, posted with PacifiCorp in the form of cash collateral and cash equivalent collateral and any and all proceeds

resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, PacifiCorp. Seller agrees to take such action as PacifiCorp reasonably requires in order to perfect a first-priority security interest in, and lien on (and right of setoff against), such performance assurance and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default by Seller, PacifiCorp may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to all the Security, including any such rights and remedies under Requirements of Law then in effect; (b) exercise its right of setoff against any and all property of Seller, as the Defaulting Party, in the possession of PacifiCorp or PacifiCorp's agent; (c) draw on any outstanding Letter of Credit issued for its benefit; and (d) liquidate all Security then held by or for the benefit of PacifiCorp free from any claim or right of any nature whatsoever by Seller, including any equity or right of purchase or redemption by Seller. PacifiCorp shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remaining liable for any amounts owing to PacifiCorp after such application), subject to PacifiCorp's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

8.6 Waiver of PacifiCorp Security. Seller hereby waives any and all rights it may have, including under Requirements of Law or otherwise, to require PacifiCorp to provide financial assurances or security (including cash, letters of credit, bonds or other collateral) in respect of its obligations under this Agreement.

8.7 Security is Not a Limit on Seller's Liability. The security contemplated under this Section 8 constitutes security for, but is not a limitation of, Seller's obligations and liabilities under this Agreement and is not PacifiCorp's exclusive remedy for Seller's failure to perform in accordance with this Agreement. To the extent PacifiCorp draws on [REDACTED] Security, Seller must, within thirty (30) days following such draw, replenish or reinstate [REDACTED] Security to the full amount then required under this Section 8; provided, in no event will Seller's replenish/reinstate obligation with respect to the Default Security exceed an amount equal to [REDACTED] per kW of the Nameplate Capacity Rating. If any Security provided by Seller pursuant to this Section 8 will terminate or expire by its terms within thirty (30) days and Seller has not delivered to PacifiCorp replacement Security in such amount and form as is required pursuant to this Section 8, then PacifiCorp shall be entitled to draw the full amount of the Security and to hold such amount as security until such time as Seller delivers to PacifiCorp replacement Security in such amount and form as is required pursuant to this Section 8.

SECTION 9 METERING

9.1 Installation of Metering Equipment. At Seller's cost and expense, Seller shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment as required by the Generation Interconnection Agreement and this Section 9. Seller must use revenue grade metering equipment consistent with American National Standards Institute ("ANSI") standards. In the event Market Operator adopts new meter requirements, Seller will, at its cost and expense, reasonably cooperate to upgrade any applicable metering equipment. Seller

shall reasonably cooperate with PacifiCorp in developing any metering protocols necessary for PacifiCorp to comply with the requirements of the Market Operator.

9.2 Metering. Metering must be performed at the locations and in the manner specified in Exhibit C and the Generation Interconnection Agreement, and as otherwise may be necessary to perform Seller's obligations under this Agreement. All quantities of Net Output purchased must reflect the amount of energy flowing onto the System at the Point of Delivery.

9.3 Inspection, Testing, Repair and Replacement of Meters. PacifiCorp shall have the right to periodically inspect and test the metering equipment provided for in this Section 9, without PacifiCorp assuming any obligations of Seller under this Section 9. If any of the inspections or tests disclose an error [REDACTED] either fast or slow, then the necessary corrections 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, then 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 (3) months, 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. Such correction, when made, shall constitute full adjustment of any claim between Seller and PacifiCorp arising out of such inaccuracy of metering equipment. Nothing in this Agreement shall give rise to PacifiCorp, acting in its merchant function capacity hereunder, having any obligations to Seller, or any other Person, pursuant to or under the Generation Interconnection Agreement.

9.4 Metering Costs. To the extent not otherwise provided in the Generation Interconnection Agreement, Seller shall be responsible for all costs and expenses relating to all metering equipment installed to accommodate Seller's Facility. The actual expense of any PacifiCorp-requested additional inspection or testing shall be borne by PacifiCorp, unless upon such additional inspection or testing the metering equipment is found to register inaccurately by more than the allowable limits established in Section 9.3, in which event the expense of the requested additional inspection or testing shall be borne by Seller.

9.5 SQMD Plan. Prior to commencing Commercial Operation, Seller shall support and reasonably cooperate with PacifiCorp in PacifiCorp's development and submittal to the Market Operator of its Settlement Quality Meter Data ("SQMD") plan for the Facility. The SQMD plan will detail the metering equipment and any calculation or data validation performed as a part of the data submission process to the Market Operator, consistent with the Market Operator's requirements in the then-current version of the "Business Practice Manual for Metering."

9.6 WREGIS Metering. Seller shall cause the Facility to implement all necessary generation information communications in WREGIS, and report generation information to WREGIS pursuant to a WREGIS-approved meter dedicated to the Facility and only the Facility.

9.7 Meteorological Data. No later than the Commercial Operation Date, Seller shall install, own, inspect, test and maintain during the Term [REDACTED]

sensing devices at the Premises in accordance with Prudent Electrical Practice. The sensing devices required pursuant to this Section 9.7 shall, at a minimum, record the meteorological and other data with respect to the Facility and the Premises consistent with Exhibit O. Seller shall bear all costs relating to performance of its obligations under this Section 9.7, provided that the actual expense of any PacifiCorp-requested additional inspection or testing shall be borne by PacifiCorp. At Seller's cost and expense, Seller shall maintain all data obtained from the remote sensing devices for a period of at least [REDACTED] years and shall make all such data available to (a) the vendor selected pursuant to Section 6.7 on a real time basis and (b) PacifiCorp and PacifiCorp Representatives and any vendor mutually agreed to by the Parties pursuant to the definition of Potential Net Output upon written request.

SECTION 10

BILLINGS, COMPUTATIONS AND PAYMENTS

10.1 Monthly Invoices. On or before the tenth (10th) Business Day following the end of each month during the Term, Seller shall deliver to PacifiCorp an invoice showing the total amount due for all Product delivered or made available to PacifiCorp in such month in accordance with Section 5, including Seller's computation of, as applicable: (a) the Net Output delivered to the Point of Delivery during such month, including the portion of Net Output that was delivered during On-Peak Hours and Off-Peak Hours, and any Performance Damages during such month; and (b) the Compensable Curtailment Energy, if any, Intervention Curtailment Energy, if any, and Non-Compensable Curtailment Energy, if any, during such month. Subject to Section 10.4, PacifiCorp shall pay each invoice on or before the later of (i) the twentieth (20th) day following receipt of such invoice or (ii) the thirtieth (30th) day following the end of the month to which such invoice applies.

10.2 Offsets. Either Party may offset any payment due under this Agreement against amounts owed by the other Party pursuant to this Agreement. Either Party's exercise of recoupment and set off rights will not limit the other remedies available to such Party under this Agreement.

10.3 Interest on Late Payments. Any amounts not paid when due under this Agreement will bear interest at the Contract Interest Rate from the date due until but not including the date paid.

10.4 Disputed Amounts. If either Party, in good faith, disputes any amount due under an invoice provided under this Agreement, such Party must notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, must pay that portion of the invoice that is undisputed on or before the due date. Any such notice of dispute must be provided [REDACTED] years of the date of the invoice in which the error first occurred. If any amount disputed by such Party is determined in accordance with Section 24 to be due, then the amount due must be paid within five (5) Business Days after such determination, along with interest at the Contract Interest Rate from the date due until but not including the date paid.

10.5 Audit Rights. Each Party, through its authorized representatives, has the right, at its cost and expense and upon reasonable notice and during normal business hours, to examine and copy the records of the other Party to the extent reasonably necessary to verify the accuracy

of any invoice, statement, charge or computation made under this Agreement or to verify the other Party's performance of its obligations under this Agreement. If any invoice, statement, charge or computation made under this Agreement is found to be inaccurate, a corrected invoice or statement will be issued and, subject to Section 10.4, any amount due by one Party to the other Party as a result of the corrected invoice or statement will be promptly paid including the payment of interest at the Contract Interest Rate from the date of the overpayment or underpayment to the date of receipt of the reconciling payment.

SECTION 11 DEFAULTS AND REMEDIES

11.1 Defaults. An event of default ("Event of Default") shall occur with respect to a Party (the "Defaulting Party") upon the occurrence of each of the following events and the expiration of any applicable cure period provided for below:

11.1.1 Defaults by Either Party.

(a) The Defaulting Party fails to make a payment when due under this Agreement and such failure is not cured within ten (10) Business Days after the other Party gives notice to the Defaulting Party of such non-performance.

(b) The Defaulting Party fails to perform any material obligation in this Agreement for which an exclusive remedy is not provided in this Agreement and which is not otherwise an identified Event of Default in this Agreement, and such non-performance is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such non-performance; provided, however, that if such non-performance is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure such non-performance, not to exceed ninety (90) days following the date of such notice of non-performance, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of non-performance and the Defaulting Party promptly commences and diligently pursues such remediation plan.

(c) The Defaulting Party breaches one of its representations or warranties in this Agreement and such breach is not cured within thirty (30) days after the other Party gives the Defaulting Party notice of such breach; provided, however, that if such breach is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within ninety (90) days, then the Defaulting Party will have an additional reasonable period of time to cure the breach, not to exceed ninety (90) days following the date of such notice of breach, provided that the Defaulting Party provides to the other Party a remediation plan within fifteen (15) days following the date of such notice of breach and the Defaulting Party promptly commences and diligently pursues the remediation plan.

(d) The Defaulting Party: (i) makes a general assignment for the benefit of its creditors; (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law 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; (iii) becomes insolvent; or (iv) is unable to pay its debts when due.

(e) The Defaulting Party fails to comply with the provisions of Section 20 and such failure continues for ten (10) days after the other Party gives notice to the Defaulting Party of such non-performance.

11.1.2 Defaults by Seller.

(a) Seller fails to deliver, increase or maintain Security as required by Section 8, and such non-performance is not cured within ten (10) Business Days after PacifiCorp gives notice to Seller of such non-performance.

(b) Seller fails to cause the Facility to achieve Commercial Operation on or before the date which is the earlier of [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(c) Seller sells, delivers or transfers Output or any Product from the Facility to a Person other than PacifiCorp in breach of Section 4.3, and Seller does not permanently cease such sale, delivery or transfer within ten (10) days after PacifiCorp gives notice to Seller of such breach, or Seller makes a public statement or otherwise takes an action that any Governmental Authority or the Center for Resource Solutions determines is a retirement, double counting, double sale, double use or double claim of Green Tags, and Seller does not permanently cease and correct such public statement or action within ten (10) days after PacifiCorp gives notice to Seller of such breach.

(d) [Reserved].

(e) After the Commercial Operation Date, Seller fails to obtain or maintain any Required Facility Documents necessary to own or operate the Facility and such non-performance is not cured within ninety (90) days after PacifiCorp gives notice to Seller of such non-performance.

(f) Seller Abandons construction or operation of the Facility and such Abandonment continues for thirty (30) days after PacifiCorp gives notice to Seller of such Abandonment.

(g) Seller fails to obtain or maintain insurance in accordance with the requirements of Section 13 and Exhibit I, and such failure continues for fifteen (15) days after PacifiCorp gives notice to Seller of such non-performance.

(h) [Reserved].

(i) The Generating Facility fails for [REDACTED] to deliver to PacifiCorp at least [REDACTED] of the Expected Annual Net Output (as determined in accordance with Section I of Exhibit A to this Agreement, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4 of this Agreement) in each such Measurement Period (in MWh), less the sum of: (i) the Compensable Curtailment Energy in each such Measurement Period (in MWh); (ii) the Non-Compensable Curtailment Energy in each such Measurement Period (in MWh); and (iii) the Intervention Curtailment Energy in each such Measurement Period (in MWh), notice of which PacifiCorp provides to Seller.

11.1.3 Defaults by PacifiCorp. PacifiCorp fails to receive any Net Output (other than Compensable Curtailment Energy) as and when required by this Agreement, and such non-performance is not caused by Seller's breach of its obligations under this Agreement or otherwise excused under the terms of this Agreement and PacifiCorp does not resume receiving Net Output within ten (10) days after Seller gives notice to PacifiCorp of such non-performance.

11.2 Remedies for Failure to Deliver/Receive.

11.2.1 Remedy for Seller's Failure to Deliver. If Seller sells, delivers or transfers Output or any Product from the Facility to a Person other than PacifiCorp in breach of Section 4.3 or Seller makes a public statement or otherwise takes an action that any Governmental Authority or the Center for Resource Solutions determines is a retirement, double counting, double sale, double use or double claim of Green Tags, including upon the occurrence and during the continuation of an Event of Default by Seller under Section 11.1.2(c), and such failure is not caused by PacifiCorp's breach of its obligations under this Agreement or otherwise excused by the terms of this Agreement, then Seller shall pay PacifiCorp within five (5) Business Days after receipt of an invoice from PacifiCorp, an amount equal to the sum of (as applicable): (a) the sum for each hour during which Seller sells, delivers or transfers Output or any Product from the Facility to a Person other than PacifiCorp in breach of Section 4.3 of (i) PacifiCorp's Cost to Cover for such hour multiplied by (ii) the Net Output delivered to a Person other than PacifiCorp during such hour; (b) additional transmission charges, if any, reasonably incurred by PacifiCorp in moving replacement energy to the Point of Delivery or if not there, to such points in PacifiCorp's control area as determined reasonably by PacifiCorp; (c) damages incurred by PacifiCorp as a result of the failure of Seller to sell and deliver Capacity Rights and Ancillary Services in accordance with this Agreement, including upon the occurrence and during the continuation of an Event of Default by Seller under Section 11.1.2(c); (d) damages incurred by PacifiCorp as a result of the failure of Seller to sell and deliver Green Tags in accordance with this Agreement, including upon the occurrence and during the continuation of an Event of Default by Seller under Section 11.1.2(c), which shall be calculated based on the applicable Green Tags Price Component; and (e) any additional cost or expense incurred as a result of Seller's breach of Section 4.3, as reasonably determined by PacifiCorp. PacifiCorp's invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount. Nothing in this Section 11.2.1 shall limit in any respect PacifiCorp's right to terminate this Agreement and exercise its other rights and remedies in connection therewith pursuant to Section 11.3.

11.2.2 Remedy for PacifiCorp's Failure to Purchase. If PacifiCorp fails to purchase and receive any Net Output or pay Seller for any Compensable Curtailment Energy as

and when required by this Agreement, including upon the occurrence and during the continuation of an Event of Default by PacifiCorp under Section 11.1.3, and such failure is not caused by Seller's breach of its obligations under this Agreement or otherwise excused by Seller's failure to perform under or comply with this Agreement or the terms of this Agreement, then PacifiCorp shall pay Seller within five (5) Business Days after receipt of an invoice from Seller, an amount equal to Seller's Cost to Cover. Seller's invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount. Nothing in this Section 11.2.2 shall limit in any respect Seller's right to terminate this Agreement and exercise its other rights and remedies in connection therewith pursuant to Section 11.3. For the avoidance of doubt, this provision shall not apply with respect to any Compensable Curtailment Energy which is paid for by PacifiCorp in accordance with the terms of this Agreement.

11.3 Termination and Remedies.

11.3.1 Except where a remedy is expressly described herein as a Party's sole or exclusive remedy, from the occurrence and during the continuance of an Event of Default, the non-Defaulting Party will be entitled to all remedies available at law or in equity, and may terminate this Agreement by notice to the Defaulting Party designating the date of termination and delivered to the Defaulting Party no less than fifteen (15) days before such termination date. The notice required under this Section 11.3 may be provided in the notice of non-performance delivered pursuant to Section 11.1 (and does not have to be a separate notice), provided it complies with the terms of this Section 11.3.

11.3.2 The non-Defaulting Party must also provide copies of any termination notice to the notice addresses of the then-current President and General Counsel of PacifiCorp and the then-current General Counsel of NextEra Energy Resources, LLC, as applicable. Such copies shall be sent by registered overnight delivery service or by certified or registered mail, return receipt requested. In addition, such termination notice shall state prominently therein in type font no smaller than 14-point all-capital letters that "THIS IS A TERMINATION NOTICE UNDER A PPA. YOU MUST CURE A DEFAULT, OR THE PPA WILL BE TERMINATED," and shall state therein any amount purported to be owed and wiring instructions for payment.

11.3.3 From and after the date upon which the Defaulting Party fails to remedy an Event of Default within the cure periods, if any, provided in this Agreement, and until the other Party has recovered all damages incurred on account of such Event of Default (subject to any liability limitations expressly set forth herein), the other Party may offset its damages against any payment due the Defaulting Party under this Agreement.

11.3.4 Notwithstanding anything to the contrary contained in this Agreement, the non-Defaulting Party shall under no circumstances be required to account for or otherwise credit or pay the Defaulting Party for economic benefits accruing to the non-Defaulting Party as a result of the Defaulting Party's Event of Default.

11.3.5 In the event of a termination of this Agreement:

(a) Each Party must pay to the other Party all amounts due the other Party under this Agreement for all periods prior to termination, subject to offset by the non-Defaulting Party against damages incurred by the non-Defaulting Party.

(b) The amounts due under this Section 11.3.5 must be paid within thirty (30) days after delivery of an invoice to the Defaulting Party of such amounts and will bear interest at the Contract Interest Rate from the date of termination until but not including the date paid. The foregoing does not extend the due date of, or provide an interest holiday for any payments otherwise due under this Agreement.

(c) Without limiting the generality of the foregoing, all provisions of this Agreement that either expressly by their terms survive, or, by their nature are intended to survive or come into or continue in force and effect after the termination or expiration of this Agreement shall remain in effect.

(d) If this Agreement is terminated by PacifiCorp pursuant to Section 11.1.2(b) Seller shall pay to PacifiCorp an amount equal to the Project Development Security *plus* the Additional Project Development Security, if any, posted pursuant to Section 8.2 or Section 11.1.2(b) *minus* any Delay Damages paid by Seller to PacifiCorp pursuant to Section 2.3 (the “COD Termination Payment”), such termination and COD Termination Payment being the sole and exclusive remedy of PacifiCorp with respect to Seller’s failure to achieve the Scheduled Commercial Operation Date, except in the case of Seller’s gross negligence, fraud or willful misconduct.

11.4 Right of First Offer for Net Output. If PacifiCorp terminates this Agreement in accordance with Section 11 due to an Event of Default by Seller, then neither Seller nor any Affiliate of Seller may sell, or enter into a contract to sell, any Output, Green Tags, Capacity Rights or Ancillary Services generated by, associated with or attributable to the Facility or any electric generating facility that from time to time may be constructed by Seller or an Affiliate of Seller on the Premises to a party other than PacifiCorp for a period of [REDACTED] years following the date of such termination of this Agreement (“Restricted Period”). The foregoing prohibition on contracting with and selling to a Person other than PacifiCorp will not apply if, before entering into such contract or making such sale, Seller or Seller’s Affiliate provides PacifiCorp with a written offer to sell the Output, Green Tags, Capacity Rights and Ancillary Services to PacifiCorp at the rate set forth in this Agreement and otherwise on terms and conditions substantially and in all material respects the same as the terms and conditions in this Agreement and PacifiCorp fails to accept such offer within sixty (60) days after PacifiCorp’s receipt of such offer. If PacifiCorp elects to purchase such Output, Green Tags, Capacity Rights and Ancillary Services, then the Parties shall enter into a binding agreement consistent with the foregoing and otherwise on terms and conditions substantially and in all material respects the same as this Agreement, the same being modified only as necessary to address changes which arise due to the passage of time. Neither Seller nor an Affiliate of Seller may sell or transfer the Facility, or any part thereof, or their land rights or interests in the Premises (including the Generation Interconnection Agreement or interconnection queue position) during the Restricted Period so long as the limitations contained in this Section 11.4 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.4 pursuant to a written agreement approved by

PacifiCorp. PacifiCorp shall be permitted to file a notice of the rights contained in this Section 11.4 with respect to Seller's or any of its Affiliate's interests in the Premises.

11.5 Termination of Duty to Buy. If this Agreement is terminated because of an Event of Default by Seller, then neither Seller nor an Affiliate of Seller or any successor to Seller's ownership in the Facility or the Premises, may, directly or indirectly, require or seek to require PacifiCorp to make any purchases from the Facility or any electric generation facility constructed on the Premises under the Public Utility Regulatory Policies Act of 1978 ("PURPA"), or any other Requirements of Law, for any periods that would have been within the Term had this Agreement remained in effect for its full term.

11.6 [Reserved].

11.7 Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of its obligations under this Agreement. In furtherance of the immediately preceding sentence, (a) with respect to Seller and to the extent permitted by Requirements of Law and the Generation Interconnection Agreement, Seller must use commercially reasonable efforts to maximize the price received by Seller from third parties for Net Output and Green Tags not purchased and accepted by PacifiCorp as required under this Agreement, and (b) with respect to PacifiCorp, PacifiCorp must use commercially reasonable efforts to minimize the price paid to third parties for energy, green tags, capacity or Ancillary Services purchased to replace Net Output, Green Tags, Capacity Rights or Ancillary Services not sold, delivered or transferred by Seller to PacifiCorp as required under this Agreement.

11.8 Security. If this Agreement is terminated because of an Event of Default by Seller, then PacifiCorp may, in addition to pursuing any and all other remedies available at law or in equity (except where otherwise limited herein), proceed against any Security held by PacifiCorp in whatever form to reduce the amounts that Seller owes PacifiCorp arising from such Event of Default.

11.9 Cumulative Remedies. Except in circumstances in which a remedy provided for in this Agreement is described as a sole or exclusive remedy, the rights and remedies provided to the Parties in this Agreement are cumulative and not exclusive of any rights or remedies of the Parties, and the exercise of one or more rights or remedies does not constitute a waiver of any other rights or remedies.

SECTION 12

INDEMNIFICATION AND LIABILITY

12.1 Indemnitees.

12.1.1 Indemnity by Seller. To the extent permitted by Requirements of Law and subject to Section 12.1.5, Seller shall indemnify, defend and hold harmless PacifiCorp and its Affiliates and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "PacifiCorp Indemnitees") from and against any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever

(including legal costs and attorneys' fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") resulting from, arising out of, or in any way connected with, the breach, performance or non-performance by Seller of its obligations or covenants under this Agreement, or relating to the Facility or the Premises, for or on account of injury, bodily or otherwise, to, or death of, or damage to, or destruction or economic loss of property of, any third party Person (not Affiliated with PacifiCorp), except to the extent such Liabilities are caused by the gross negligence or willful misconduct of any PacifiCorp Indemnatee. Seller is solely responsible for and will indemnify, defend and hold harmless the PacifiCorp Indemnitees from and against any and all Liabilities resulting from, arising out of, or in any way connected with the breach by Seller of the Generation Interconnection Agreement provided that nothing in this Agreement shall change the rights and remedies of the parties to the Generation Interconnection Agreement as provided therein.

12.1.2 Indemnity by PacifiCorp. To the extent permitted by Requirements of Law and subject to Section 12.1.5, PacifiCorp shall indemnify, defend and hold harmless Seller and its Affiliates and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "Seller Indemnitees") from and against any and all Liabilities resulting from, arising out of, or in any way connected with, the breach, performance or non-performance by PacifiCorp of its obligations or covenants under this Agreement for or on account of injury, bodily or otherwise, to, or death of, or damage to, or destruction or economic loss of property of, any third party Person (not Affiliated with Seller), except to the extent such Liabilities are caused by the gross negligence or willful misconduct of any Seller Indemnatee.

12.1.3 Additional Cross Indemnity. Without limiting Section 12.1.1 and Section 12.1.2, (a) Seller shall indemnify, defend and hold harmless the PacifiCorp Indemnitees from and against all Liabilities resulting from, arising out of, or in any way connected with: (i) the Net Output prior to its delivery by Seller at the Point of Delivery; (ii) any action by any Governmental Authority due to noncompliance by Seller with any Requirements of Law or the provisions of this Agreement, including the breach by Seller of any of its covenants in Section 3.2.16, Section 3.2.17 or Section 3.2.18; (iii) PacifiCorp being deemed by an RTO to be financially responsible for Seller's performance under the Generation Interconnection Agreement pursuant to Section 6.6.2; and (iv) Seller's failure to comply with PacifiCorp's dispatch instructions in accordance with Section 6.9.1; except in each case to the extent such Liabilities are caused by the gross negligence, willful misconduct, or a breach of this Agreement by any PacifiCorp Indemnatee, and (b) PacifiCorp shall indemnify, defend and hold harmless the Seller Indemnitees from and against all Liabilities resulting from, arising out of, or in any way connected with: (i) the Net Output at and after its delivery to PacifiCorp at the Point of Delivery in accordance with this Agreement; and (ii) any action by any Governmental Authority due to noncompliance by PacifiCorp with any Requirements of Law or the provisions of this Agreement, except in each case to the extent such Liabilities are caused by the gross negligence, willful misconduct, or a breach of this Agreement by any Seller Indemnitees.

12.1.4 Indemnification Procedures. Any Indemnified Party seeking indemnification under this Agreement for any Liabilities shall give the Indemnifying Party notice of such Liabilities promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of the claim or action giving rise to the Liabilities. Such notice shall

describe the Liability in reasonable detail, and shall indicate the amount (estimated if necessary) of the Liability that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice within such thirty (30) day period, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide timely notice. The Indemnifying Party shall assume the defense of the claim or action giving rise to the Liabilities with counsel designated by the Indemnifying Party; provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party reasonably concludes that there may be legal defenses available to it that are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the expense of the Indemnifying Party. Notwithstanding anything to the contrary contained herein, an Indemnified Party shall in all cases be entitled to control its own defense, at the expense of the Indemnifying Party, in any claim or action if it: (a) may result in injunctions or other equitable remedies with respect to the Indemnified Party; (b) may result in material liabilities which may not be fully indemnified hereunder; or (c) may have a material and adverse effect on the Indemnified Party (including a material and adverse effect on the tax liabilities, earnings, ongoing business relationships or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full. If the Indemnifying Party fails to assume the defense of a claim or action, the indemnification of which is required under this Agreement, the Indemnified Party may, at the expense of the Indemnifying Party, contest, settle, or pay such claim; provided, however, that settlement or full payment of any such claim or action may be made only with the Indemnifying Party's consent, which consent will not be unreasonably withheld, conditioned or delayed, or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

12.1.5 No Dedication. Nothing in this Agreement will be construed to create any duty to, any standard of care with reference to, or any liability to any Person not a Party (other than the PacifiCorp Indemnitees and Seller Indemnitees). No undertaking by one Party to the other Party under any provision of this Agreement will constitute the dedication of PacifiCorp's facilities or any portion thereof to Seller or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent entity.

12.1.6 Consequential Damages; Limits.

(a) **EXCEPT AS PROVIDED IN SECTION 12.1.1, SECTION 12.1.2 AND SECTION 12.1.3, NEITHER PARTY WILL 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. THE PARTIES AGREE THAT ANY LIQUIDATED DAMAGES, INCLUDING DELAY DAMAGES AND PERFORMANCE DAMAGES, PACIFICORP'S COST TO COVER DAMAGES AND SELLER'S COST TO COVER DAMAGES, OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT DO NOT REPRESENT SPECIAL,**

PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES AS CONTEMPLATED IN THIS PARAGRAPH.

(b) Seller's Liability Prior to the Commercial Operation Date.

Notwithstanding anything to the contrary in this Agreement, except in the case of Seller's gross negligence, fraud or willful misconduct, Seller's aggregate liability prior to the Commercial Operation Date (including for any Delay Damages) shall not exceed the aggregate amount of the Project Development Security and Additional Project Development Security, if any, posted pursuant to Section 8.2 or Section 11.1.2(b).

12.2 Survival. The provisions of this Section 12 shall survive the termination or expiration of this Agreement.

**SECTION 13
INSURANCE**

13.1 Required Policies and Coverages. Without limiting any liabilities or obligations of Seller under this Agreement, Seller must secure and continuously carry the insurance coverage specified on and otherwise perform its obligations under Exhibit I commencing with the start of construction activities at the Premises and continuing thereafter during the Term or such longer period as is specified in Exhibit I.

**SECTION 14
FORCE MAJEURE**

14.1 Definition of Force Majeure. "Force Majeure" or an "event of Force Majeure" means an event or circumstance that prevents a Party (the "Affected Party") from performing, in whole or in part, an obligation under this Agreement and that: (a) is not reasonably anticipated by the Affected Party as of the Execution Date; (b) is not within the reasonable control of the Affected Party or its Affiliates; (c) is not the result of the negligence or fault or the failure to act by the Affected Party or its Affiliates; and (d) could not be overcome or its effects mitigated by the use of due diligence by the Affected Party or its Affiliates. Force Majeure includes the following types of events and circumstances (but only to the extent that such events or circumstances satisfy the requirements in the preceding sentence): tornado, hurricane, tsunami, flood, landslide, earthquake and other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict; riot, revolution, insurrection or similar civil disturbance; pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages or other labor disputes; and action or restraint by Governmental Authority (except as excluded below); provided that the Affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint.

Notwithstanding the foregoing, none of the following shall constitute Force Majeure: (i) Seller's ability to sell, or PacifiCorp's ability to purchase, energy, capacity, ancillary services or green tags at a more advantageous price than is provided under this Agreement; (ii) inability to obtain any supply of goods or services, unless due to an independent event of Force Majeure; (iii) economic hardship, including lack of money or the increased cost of electricity, steel, labor, or transportation; (iv) any breakdown or malfunction of the Facility's equipment (including any serial equipment defect) that is not caused by an independent event of Force Majeure; (v) the

imposition upon a Party of costs or taxes; (vi) delay or failure of Seller to obtain or perform any Required Facility Document unless due to an independent event of Force Majeure; (vii) any delay, alleged breach of contract, or failure by Transmission Provider or Interconnection Provider unless due to an independent event of Force Majeure, provided that in no event shall Interconnection Delay be an event of Force Majeure; (viii) maintenance upgrade or repair of any facilities or right of way corridors constituting part of or involving the Interconnection Facilities, whether performed by or for Seller, or other third parties (except for repairs made necessary as a result of an independent event of Force Majeure); (ix) the failure of Seller or any of its Affiliates to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to Transmission Provider or Interconnection Provider, unless due to an independent event of Force Majeure; (x) any event attributable to the use of Interconnection Facilities for deliveries of Net Output to any party other than PacifiCorp; (xi) any delays or other problems associated with the issuance, suspension, renewal, administration or withdrawal of, or any other problem directly or indirectly relating to, any Permit or the applications therefor where such delays or problems are within the Affected Party's reasonable control; (xii) delays in customs clearance, unless due to an independent event of Force Majeure; (xiii) the imposition of tariffs, anti-dumping or countervailing duties that may apply to any products or equipment or any other fines, penalties or other actions as a result of violation of Requirements of Law regarding unfair trade practices; (xiv) Intervention Curtailment; and (xv) the occurrence after the Execution Date, of an enactment, promulgation, modification or repeal of one or more Requirements of Law, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement; provided, however, that the existence of one or more of the factors listed in the exceptions to clauses (i), (iv), (vi), (vii), (viii), (ix), (xii) shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure if the event does not meet the criteria described in the first sentence of this definition or is excluded under another clause of this sentence. Each Party acknowledges the effects of COVID-19 as of the Execution Date, and that no delay or failure in performance is expected based on the scope of such effects as of the Execution Date. Force Majeure relief related to COVID-19 and its effects shall be permitted only to the extent of material direct impacts of COVID-19 occurring after the Execution Date of which the Party was not aware, provided that the criteria in the first sentence of this Section 14.1 are met. Each Party acknowledges the effects of military conflict in Eastern Europe as of the Execution Date, and that no delay or failure in performance is expected based on the scope of such effects as of the Execution Date. Force Majeure relief related to military conflict in Eastern Europe and its effects shall be permitted only to the extent of material direct impacts of said military conflict in Eastern Europe of which the Party was not aware, provided that the criteria in the first sentence of this Section 14.1 are met.

14.2 Suspension of Performance. Neither Party will be liable for any delay in or failure to perform its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is substantially caused by Force Majeure, provided that the Affected Party: (a) provides prompt (and, in any event, not more than five (5) Business Days') notice of such event of Force Majeure to the other Party, describing the particulars of the event of Force Majeure and giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement; (b) exercises all reasonable efforts to continue to perform its obligations under this Agreement; (c) expeditiously takes action to correct or cure the event of Force Majeure so that the suspension of performance

is no greater in scope and no longer in duration than is dictated by the event of Force Majeure; and (d) provides prompt notice to the other Party of the cessation of the event of Force Majeure.

14.3 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before an event of Force Majeure or after an event of Force Majeure that were unaffected by such event of Force Majeure shall be excused by such event of Force Majeure.

14.4 Strikes. Notwithstanding any other provision of this Agreement to the contrary, neither Party will be required to settle any strike, walkout, lockout, work stoppage or other labor dispute on terms which, in the sole judgment of the Party involved in the strike, walkout, lockout or other labor dispute, are contrary to its best interests.

14.5 Right to Terminate. If an event of Force Majeure prevents an Affected Party from substantially performing its obligations under this Agreement for a period exceeding [REDACTED] consecutive days (despite the Affected Party's diligent efforts to remedy its inability to perform), then the other Party may terminate this Agreement by giving ten (10) Business Days prior notice to the Affected Party. Upon such termination, neither Party will have any liability to the other Party with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising under this Agreement before the effective date of such termination.

SECTION 15 SEVERAL OBLIGATIONS

Nothing in this Agreement will be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation or liability on or between the Parties.

SECTION 16 CHOICE OF LAW

This Agreement will be interpreted and enforced in accordance with the laws of the State of Oregon, without applying any choice of law rules that may direct the application of the laws of another jurisdiction.

SECTION 17 PARTIAL INVALIDITY

If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable terms, provisions or conditions which achieve the purpose intended by the Parties to

the greatest extent permitted by law and preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

SECTION 18 NON-WAIVER

No waiver of any provision of this Agreement will be effective unless the waiver is provided in writing that (a) expressly identifies the provision being waived and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement will not be construed as a waiver of any other failure or failures, whether of a like kind or different nature.

SECTION 19 JURISDICTION OF GOVERNMENTAL AUTHORITIES

This Agreement is subject to the jurisdiction of those Governmental Authorities having jurisdiction over either Party, the Facility or this Agreement.

SECTION 20 SUCCESSORS AND ASSIGNS

20.1 Restriction on Assignments. Except as provided in this Section 20, neither Party may transfer, sell, pledge, encumber or assign (collectively, "Assign") this Agreement nor any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

20.2 Permitted Assignments. Notwithstanding Section 20.1, either Party may, without the need for consent from the other Party (but with prior notice to the other Party, including the name of the Affiliate), Assign this Agreement to an Affiliate; provided, however, that it shall be a condition precedent to such Assignment that such Affiliate enters into an assignment and assumption agreement pursuant to which such Affiliate assumes all of the assigning Party's obligations under this Agreement and otherwise agrees to be bound by the terms of this Agreement; provided, further that: (a) in the case of Assignment by PacifiCorp, such Affiliate must have the same or better credit rating from S&P and Moody's as PacifiCorp as of the effective date of such assignment (or if such Affiliate is not rated by S&P and Moody's, the same or better creditworthiness as PacifiCorp, as reasonably determined by Seller); and (b) in the case of Assignment by Seller: (i) such Affiliate must possess (A) the same or similar experience as Seller (as reasonably determined by PacifiCorp) or have engaged the services of a Qualified Operator and (B) the same or better credit rating from S&P and Moody's as Seller as of the Execution Date (or if Seller or such Affiliate is not rated by S&P and Moody's, the same or better creditworthiness as Seller, as reasonably determined by PacifiCorp); and (ii) any Security required pursuant to Section 8 must be provided, replaced or remain in full force and effect. In addition, PacifiCorp may without the need for consent from Seller (but with prior notice to Seller, including the name of the assignee) Assign this Agreement in whole or in part to any Person that (i) enters into an assignment and assumption agreement pursuant to which such Person assumes all of PacifiCorp's obligations under this Agreement and otherwise agrees to be bound by the terms of this Agreement; and (ii) has the same or better credit rating from S&P and Moody's as PacifiCorp as of the Execution Date, but in any event, not less than an Investment

Grade rating from S&P and Moody's (which credit rating must be maintained throughout the remaining Term). If the foregoing requirements for assignment have been satisfied, then effective as of the date of such Assignment PacifiCorp and Seller, as applicable, will be released from all liability under this Agreement. Any Party seeking to Assign this Agreement shall be solely responsible for paying all costs and expenses of Assignment, including any costs and expenses incurred by the other Party in connection with the review and/or execution and delivery of the assignment and assumption agreement and any other documents required in connection with the Assignment.

20.3 Project Lender. Seller may, without relieving itself from its obligations and liabilities under this Agreement, Assign this Agreement or the revenues or proceeds thereof, or all or any part of its ownership interest in the Facility, including the Premises, to a Lender in connection with a financing or refinancing of the Facility, including tax equity financing; provided, however, that it shall be a condition precedent to the effectiveness of any such Assignment that Seller provides no less than ten (10) Business Day's prior notice thereof to PacifiCorp. PacifiCorp shall use commercially reasonable efforts to (a) enter into a consent to collateral assignment agreement containing the provisions below, or (b) deliver a customary estoppel certificate with respect to a tax equity financing, each as may be reasonably requested by Seller and otherwise in form and substance reasonable satisfactory to PacifiCorp (collectively, a "Lender Consent"); provided that Seller shall reimburse PacifiCorp for all reasonable costs and expenses incurred by or on behalf of PacifiCorp in connection with the Lender Consent. PacifiCorp acknowledges and agrees that the Lender Consent will include the following provisions:

(a) Seller and PacifiCorp will not amend this Agreement, other than as provided herein, without the prior written consent of the Lender.

(b) The Lender shall have the right, but not the obligation, to do any act required to be performed by Seller under this Agreement, and any such act performed by the Lender shall be as effective to prevent or cure an Event of Default or termination event as if done by Seller itself.

(c) If PacifiCorp becomes entitled to terminate this Agreement due to an uncured Event of Default by Seller or termination event, PacifiCorp shall not terminate this Agreement or suspend the performance of any of its obligations under this Agreement unless it has first given notice of such uncured Event of Default or termination event to the Lender and has given the Lender the same cure period afforded to Seller, plus an additional (i) thirty (30) days with respect to a payment obligation, and (ii) sixty (60) days with respect to a non-payment obligation beyond Seller's cure period; provided, however, that if the Lender requires possession of the Facility in order to cure the Event of Default or termination event, the Lender's additional cure period shall not begin until foreclosure is completed or until the foreclosure period has expired, such foreclosure period not to exceed one-hundred twenty (120) days.

(d) The Lender shall not be obligated to perform or be liable for any obligations of Seller under this Agreement until and unless it assumes this Agreement through the exercise of the Lender's rights and remedies.

(e) In the event that the Lender or its designee or successor assumes this Agreement, PacifiCorp shall continue this Agreement with the Lender or its designee or successor, as the case may be, substituted wholly in place of Seller.

(f) Within ninety (90) days of any termination of this Agreement in connection with any bankruptcy or insolvency of Seller, the Lender (or its designee or successor) and PacifiCorp shall enter into a new agreement on the same terms and conditions as this Agreement and for the period that would have been remaining under this Agreement but for such termination.

SECTION 21 ENTIRE AGREEMENT; AMENDMENTS

This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No amendment or modification of this Agreement is effective unless it is in writing and executed by both Parties.

SECTION 22 NOTICES

22.1 Addresses and Delivery Methods. All notices, requests, demands, submittals, waivers and other communications required or permitted to be given under this Agreement (each, a “Notice”) shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the addressees and addresses set out in Exhibit L, as the same may be modified from time to time by Notice from the respective Party to the other Party. All Notices required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Notices will be deemed effective and given upon receipt by the addressee, except that Notices transmitted by electronic mail shall be deemed effective and given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 16:00 Local Time, and if transmitted after that time, on the following Business Day, provided that Notices transmitted by electronic mail must be followed up by Notice by other means as provided for in this Section to be effective. If any Notice sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee set out in Exhibit L, as the same may be modified from time to time by Notice from the respective Party to the other Party, and the delivery thereof is refused by such addressee, then such Notice shall be deemed given and effective upon such tender. In addition, Notice of termination of this Agreement under Section 11.3 must be in the form of and contain the information required by Section 11.3 and, where PacifiCorp is the Defaulting Party, must be sent to the attention of the then-current President and General Counsel of PacifiCorp as required by (and subject to the terms of) Section 11.3.2, and where Seller is the Defaulting Party, must be sent to the attention of the then-current General Counsel of Seller and Lenders as required by (and subject to the terms of) Section 11.3.2.

SECTION 23

CONFIDENTIALITY

23.1 Confidential Business Information. The following constitutes “Confidential Business Information,” whether oral or written: (a) the Parties’ proposals and negotiations concerning this Agreement, made or conducted prior to the Effective Date; (b) the Contract Price and Compensable Curtailment Price and any information delivered by one Party to the other Party prior to the Execution Date relating to the market prices of energy and methodologies for its determination or estimation; (c) the terms and conditions of this Agreement set forth in Section 3.2.15 (Eagle Take), Section 3.2.16 (OFAC Sanctions List), Section 3.2.18 (Prohibited Vendors), Section 3.2.19 (Supply Chain Audit), Section 6.14 (Performance Guarantee), Section 8.2 (Project Development Security), Section 8.3 (Default Security), Section 11.1.2(i) (Expected Annual Output), Section 11.4 (Right of First Offer for Net Output), Exhibit F (Performance Guarantee), Exhibit K (Contract Price; Compensable Curtailment Price) and the Wind turbines manufacturer’s power curve (set forth in Exhibit D), and (d) information, processes, know-how, techniques and procedures concerning the Facility that Seller considers confidential and proprietary. Seller and PacifiCorp each agree to hold such Confidential Business Information wholly confidential, except as otherwise expressly provided in this Agreement. “Confidential Business Information” shall not include information that: (i) is in or enters the public domain through no fault of the Party receiving such information; or (ii) was in the possession of the receiving Party prior to the Execution Date, other than through delivery thereof as specified in subsections (a) and (b) above. A Party providing any Confidential Business Information under this Agreement shall clearly mark all pages of all documents and materials to be treated as Confidential Business Information with the term “Confidential” on the front of each page, document or material. If the Confidential Business Information is transmitted by electronic means the title or subject line shall indicate the information is Confidential Business Information. All Confidential Business Information shall be maintained as confidential, pursuant to the terms of this Section 23, for a period of two (2) years from the date it is received by the receiving Party unless otherwise agreed to in writing by the Parties.

23.2 Duty to Maintain Confidentiality. Each Party agrees not to disclose Confidential Business Information to any other Person (other than its Affiliates, accountants, auditors, counsel, consultants, investors or prospective investors (including tax equity investors), Lenders or prospective Lenders, employees, officers and directors), without the prior written consent of the other Party; provided that: (a) either Party may disclose Confidential Business Information, if and to the extent such disclosure is required: (i) by Requirements of Law or securities exchange requirement; (ii) in order for PacifiCorp to receive regulatory recovery of expenses related to this Agreement; (iii) pursuant to an order of a Governmental Authority; or (iv) in order to enforce this Agreement or to seek approval hereof; and (b) notwithstanding any other provision hereof, PacifiCorp may in its sole discretion disclose or otherwise use for any purpose in its sole discretion the Confidential Business Information described in Section 23.1(b). In the event a Party is required by Requirements of Law to disclose Confidential Business Information, such Party shall to the extent possible promptly notify the other Party of the obligation to disclose such information.

23.3 PacifiCorp Regulatory Compliance. The Parties acknowledge that PacifiCorp is required by law or regulation to report certain information that is or could otherwise embody

Confidential Business Information from time to time. Such reports include models, filings, reports of PacifiCorp's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1 or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, reports to entities such as NERC, WECC, Pacific Northwest Utility Coordinating Committee, WREGIS, or similar or successor organizations, forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, PacifiCorp will from time to time be required to produce Confidential Business Information. PacifiCorp may use its business judgment in its compliance with all of the foregoing and the appropriate level of confidentiality it seeks for such disclosures. PacifiCorp may submit Confidential Business Information in regulatory proceedings without notice to Seller.

23.4 Irreparable Injury; Remedies. Each Party agrees that violation of the terms of this Section 23 constitutes irreparable harm to the other Party, and that the harmed Party may seek any and all remedies available to it at law or in equity, including injunctive relief.

23.5 News Releases and Publicity. Except as otherwise provided in Section 6.13, before either Party issues any news release or publicly distributed promotional material that mentions the Facility (other than project name, technology type, size and location), such Party will first provide a copy thereof to the other Party for its review and approval. Any use of either Party's name in any news release or promotional material must adhere to such Party's publicity guidelines then in effect; any use of Berkshire Hathaway's name requires PacifiCorp's prior written consent.

SECTION 24 DISAGREEMENTS

24.1 Negotiations. Prior to proceeding with formal dispute resolution, the Parties must first attempt in good faith to resolve informally all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen (15) days after such referral, then, subject to Section 24.2, either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this Section 24.1 will: (a) be offered into evidence for any purpose in any litigation between the Parties; (b) be used in any manner against either Party in any such litigation; or (c) constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies thereof, will be promptly returned to the Party providing the same.

24.2 Mediation. If the dispute is not resolved under the procedures provided in Section 24.1, then either Party may request by Notice delivered to the other Party that the matter be submitted to non-binding mediation. If either Party requests non-binding mediation in accordance with the immediately preceding sentence, then the dispute must be submitted to non-binding mediation before the Parties may exercise their rights under Section 24.3. The costs of the mediation, including fees and expenses, will be borne equally by the Parties. All verbal and written communications between the Parties and issued or prepared in connection with the mediation will be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and will be exempt from discovery and production, and will not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the dispute.

24.3 Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to this Agreement (“Proceedings”) will be brought exclusively in the United States District Court for the District of Oregon or, if such court is jurisdictionally unavailable, then in any of the courts of the United States of America for the District of Oregon having subject matter jurisdiction. By execution and delivery of this Agreement, each Party: (a) accepts the exclusive jurisdiction of such courts and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such courts over each Party for the purpose of the Proceedings; (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such courts arising out of the Proceedings; (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any of the Proceedings brought in such courts (including any claim that any such Proceeding has been brought in an inconvenient forum) in connection herewith; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to such Party at its address stated in this Agreement; and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

24.4 WAIVER OF JURY TRIAL. EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER, WITH ANY PROCEEDING IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be executed by its duly authorized officer or representative as of the date first written above.

ANTICLINE WIND, LLC

By: 

Name: Matthew S. Handel

Title: Vice President

PACIFICORP

By: 

Name: Rick Link

Title: Senior Vice President, Resource Planning,
Procurement and Optimization

III. Maximum Delivery Rate

The Maximum Delivery Rate: [REDACTED] MWh

IV. Expected Nameplate Capacity Rating

The Expected Nameplate Capacity Rating: [REDACTED] MW

EXHIBIT B

DESCRIPTION OF SELLER'S FACILITY

1. Name of Facility: Anticline Wind, LLC
 - (a) Location: Natrona County, WY
 - (b) Location: [REDACTED]
 - (c) Point of Delivery: [REDACTED]
 - (d) Legal Description of the Premises: Private and state land within [REDACTED]
[REDACTED]
 - (e) Describe easements secured for physical entrance of permanent and temporary equipment (e.g. drive way and cable/wire easements): Surface use agreements in place
2. Seller: Anticline Wind, LLC
3. Ultimate parent: NextEra Energy Resources, LLC
4. Qualified Operator: [REDACTED]
5. Equipment:
 - (a) Type of Generating Facility: Wind energy facility
 - Model: [REDACTED]
 - Number of Units: [REDACTED]
 - (b) Nameplate Capacity and Capacity Factor:
 - (i) Nameplate Capacity Rating at Point of Delivery: [REDACTED] MW
 - (ii) Total gross output capacity: [REDACTED] MW
 - (iii) Capacity Factor: [REDACTED]
6. Operating Characteristics of Generating Facility:
 - a. Type (synchronous or inductive): doubly-fed asynchronous
 - b. Model: [REDACTED]
 - c. Number of Phases: [REDACTED]
 - d. Rated Output (kW): [REDACTED]
 - e. Rated Voltage (line to line): [REDACTED] Volts
 - f. Rated Current (A):
 - i. Rotor: [REDACTED] Amps
 - ii. Stator: [REDACTED] Amps
 - g. Converter Supply Current: N/A; Rotor: N/A
 - h. Maximum kW Output: [REDACTED] kW
 - i. Minimum kW Output: [REDACTED] kW
 - j. Manufacturer's Published Cut-in Wind Speed: [REDACTED]
 - k. Rated Power Factor (PF) or reactive load (kVAR): [REDACTED]
7. Station service requirements, and other loads served by the Facility, if any: N.A.
8. Additional technology specific information, if any:
 - (a) Type (synchronous or inductive): doubly-fed asynchronous
 - (b) Model: [REDACTED]
 - (c) Number of Phases: [REDACTED]
 - (d) Rated Output (kW): [REDACTED]

- (e) Rated Voltage (line to line): ■ Volts
 - (f) Rated Current (A):
 - a. Rotor: ■ Amps
 - b. Stator: ■ Amps
 - (g) Converter Supply Current: N/A; Rotor: N/A
 - (h) Maximum kW Output: ■ kW
 - (i) Minimum kW Output: ■ kW
 - (j) Manufacturer's Published Cut-in Wind Speed: ■ meters/second
9. A layout of the Facility, including site boundaries of the Premises and the Point of Delivery:



EXHIBIT C

SELLER'S INTERCONNECTION FACILITIES

1. Point of Delivery at the Q[REDACTED] Interconnection substation connected to the Facility from a short generator tie.
2. Single line drawing of the Facility included below and as per Exhibit 1 to Appendix A to LGIA Q[REDACTED] (as such drawing may be updated in connection with the As-built Supplement).

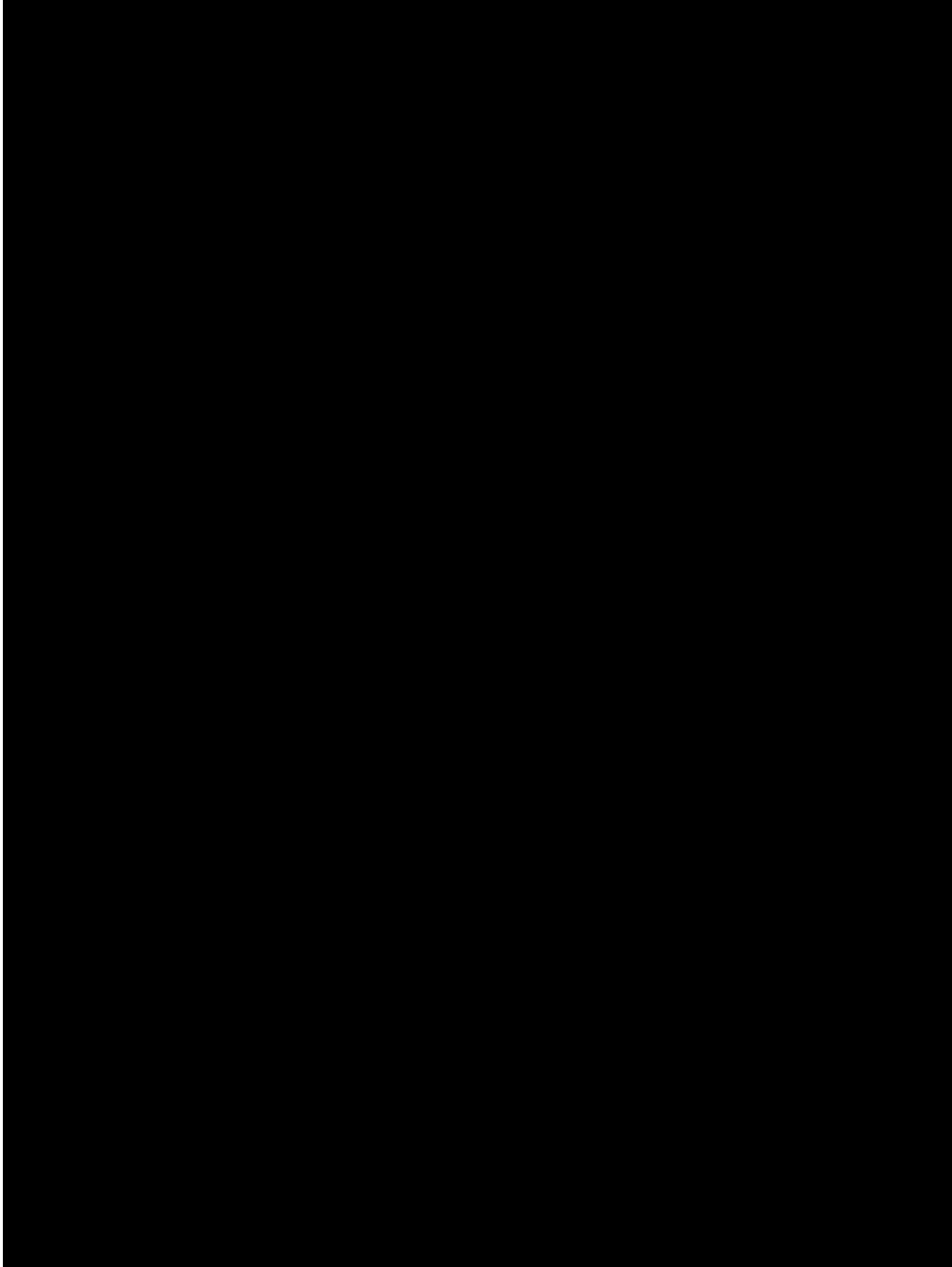


EXHIBIT D
REQUIRED FACILITY DOCUMENTS

- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]

EXHIBIT E
RESERVED

EXHIBIT F

PERFORMANCE GUARANTEE

A. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in this Agreement.

“Measurement Period” means each successive period of [REDACTED] with the first Measurement beginning on the Commercial Operation Date and ending on the day that immediately precedes the [REDACTED] anniversary of the Commercial Operation Date, and each successive Measurement Period beginning on the day that immediately follows the last day of the immediately preceding Measurement Period, except that if the final day of the Measurement Period occurs on a day other than the day that immediately precedes the applicable anniversary of the Commercial Operation Date, the Measurement Period that would have ended on the day immediately preceding such anniversary will instead end on the last day of the Measurement Period; provided, however, that if Seller fails to satisfy the Performance Guarantee for any Measurement Period (“Failed Measurement Period”), then solely for purposes of determining whether Seller has satisfied the Performance Guarantee for [REDACTED] Measurement Periods pursuant to Section 11.1.2(i), including for purposes of reporting whether Seller satisfied the Performance Guarantee pursuant to the first two (2) sentence of Section B(4) of this Exhibit F (but not for purposes of determining Performance Damages which will continue to be determined based on [REDACTED] as provided for in this Exhibit F), the Measurement Period immediately following such Failed Measurement Period shall be [REDACTED] beginning on the day that immediately follows the last day of such Failed Measurement Period.

“Measurement Period Guaranteed Amount” means, in respect of any Measurement Period, (a) [REDACTED] of the Expected Annual Net Output (as determined in accordance with Section I of Exhibit A to this Agreement, as the same may be revised pursuant to Section 2.2.3 and Section 2.2.4 of this Agreement) for each Contract Year in such Measurement Period (in MWh), less (b) the sum of: (i) the Compensable Curtailment Energy in such Measurement Period (in MWh); and (ii) the Non-Compensable Curtailment Energy in such Measurement Period (in MWh). For the avoidance of doubt, Intervention Curtailment Energy shall not be considered Compensable Curtailment Energy or Non-Compensable Curtailment Energy for purposes of this definition.

“Measurement Period Net Output” means, in respect of any Measurement Period, the aggregate amount of Net Output in such Measurement Period (in MWh).

“Measurement Period Hourly Net Output” means, in respect of any hour in any month in a Measurement Period, the aggregate amount of Net Output in such hour in such month, as the same shall be reflected in the table delivered by Seller to PacifiCorp pursuant to Section B(4) of this Exhibit F (in MWh).

“Output Shortfall” has the meaning set forth in Section B(2)(b) of this Exhibit F.

“Performance Guarantee” has the meaning set forth in Section B(1) of this Exhibit F.

“Performance Damages” has the meaning set forth in Section B(2)(b) of this Exhibit F.

B. Performance Guarantee; Performance Damages.

1. Performance Guarantee. Seller agrees to deliver to PacifiCorp no less than the Measurement Period Guaranteed Amount of Net Output during each Measurement Period (the “Performance Guarantee”).

2. Performance Damages.

(a) If Measurement Period Net Output during any Measurement Period is equal to or greater than the Measurement Period Guaranteed Amount for such Measurement Period, then Seller shall not be liable to PacifiCorp for any Performance Damages in respect of such Measurement Period.

(b) If the Measurement Period Net Output during any Measurement Period is less than the Measurement Period Guaranteed Amount for such Measurement Period, then Seller shall be liable to PacifiCorp for liquidated damages (“Performance Damages”) in respect of such Measurement Period calculated as follows:

Performance Damages = Output Shortfall * Performance Guarantee Cover Cost

Where:

Output Shortfall = the positive difference between the Measurement Period Net Output and the Measurement Period Guaranteed Amount for such Measurement Period (in MWh); and

Performance Guarantee Cover Cost = the weighted average PacifiCorp’s Cost to Cover for such Measurement Period (in \$/MWh), where the weighting is based on the PacifiCorp’s Cost to Cover in the hours in such Measurement Period in which the Measurement Period Hourly Net Output is less than the Expected Hourly Net Output (as such Expected Hourly Net Output is determined based on the Expected Net Output Excel File).

3. Damages Calculation. Each Party acknowledges and agrees that: (a) the damages PacifiCorp would incur due to Seller’s failure to satisfy the Performance Guarantee are difficult or impossible to predict with certainty; (b) it is impractical and difficult to assess actual damages in these circumstances; and, therefore, (c) Performance Damages as agreed to by the Parties are a fair and reasonable calculation of damages and not a penalty. [REDACTED]

4. **Invoicing.** On the thirtieth (30th) day following the end of each Measurement Period, Seller shall deliver to PacifiCorp a report (and reasonable supporting documentation regarding all data and calculations) detailing whether Seller satisfied the Performance Guarantee for such Measurement Period, including Table 1 (Measurement Period Hourly Net Output) set forth below fully completed for such Measurement Period based on the Net Output in such Measurement Period. If Seller failed to satisfy the Performance Guarantee for such Measurement Period, then Seller shall include in the report the Output Shortfall for such Measurement Period, together with reasonable supporting documentation regarding all data and calculations. If there is an Output Shortfall, then thirty (30) days after PacifiCorp receives the report and all reasonable supporting documentation regarding all data and calculations provided for above, then PacifiCorp shall deliver to Seller an invoice showing PacifiCorp's computation of the Performance Damages calculated pursuant to Section B(2)(b) of this Exhibit F. In preparing such invoice, PacifiCorp shall utilize the meter data provided to PacifiCorp for the relevant Measurement Period 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 Measurement Period is then incomplete or otherwise not available. Within twenty (20) days of receipt of the invoice, 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. Any Performance Damages not paid by Seller when due under this Section B(4) will bear interest at the Contract Interest Rate from the date due until but not including the date paid. PacifiCorp reserves its right under Section 10.2 to set off any amounts owed by Seller hereunder against any amounts owed by PacifiCorp to Seller under this Agreement. The provisions of Section 10.4 shall apply with respect to any dispute Seller may have with respect to PacifiCorp's invoice of Performance Damages.

Table 1 – Measurement Period Hourly Net Output

Measurement Period Hourly Net Output in Hour	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Measurement Period Net Output (in MWh)
00													
01													
02													
03													
04													
05													
06													
07													
08													
09													
10													
11													
12													
13													
14													
15													
16													
17													
18													
19													

20													
21													
22													
23													
Monthly Net Output (in MWh)													

A sample calculation of Performance Damages for information purposes only is contained in the Expected Net Output Excel File.

EXHIBIT G-1

FORM OF PARENT GUARANTY

THIS GUARANTY (this “**Guaranty**”), dated as of _____, _____ (the “**Effective Date**”), is made by NEXTERA ENERGY CAPITAL HOLDINGS, INC., a [_____] corporation (“**Guarantor**”), in favor of PacifiCorp, an Oregon corporation (“**Counterparty**”).

RECITALS:

- A. WHEREAS, Counterparty and Guarantor’s indirect, wholly-owned subsidiary ANTICLINE WIND, LLC, a Delaware limited liability company (“**Obligor**”) have entered into, or concurrently herewith are entering into, that certain Power Purchase Agreement dated as of April 20, 2022 (the “**Agreement**”);
- B. WHEREAS, Guarantor is providing this Guaranty on behalf of Obligor, consistent with Obligor’s obligations under the Agreement; and
- C. WHEREAS, Guarantor will directly or indirectly benefit from the Agreement between Obligor and Counterparty;

NOW THEREFORE, in consideration of the foregoing premises and as an inducement for Counterparty’s execution, delivery and performance of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby agrees for the benefit of Counterparty as follows:

1. **GUARANTY.** Subject to the terms and provisions hereof, Guarantor hereby absolutely and irrevocably guarantees the timely payment when due of all obligations owing by Obligor to Counterparty arising pursuant to the Agreement on or after the Effective Date (the “**Obligations**”). This Guaranty shall constitute a guarantee of payment and not of collection. The liability of Guarantor under this Guaranty shall be subject to the following limitations:

- (a) Notwithstanding anything herein or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantor under this Guaranty, and the maximum recovery from Guarantor under this Guaranty, shall in no event exceed _____ *[spell out the dollar amount]* U.S. Dollars (U.S. \$_____), plus those costs and legal fees incurred by PacifiCorp in enforcing this Guaranty (the “**Maximum Recovery Amount**”).
- (b) The obligation and liability of Guarantor under this Guaranty is specifically limited to payments expressly required to be made under the Agreement, as well as costs of collection and enforcement of this Guaranty (including attorney’s fees) to the extent reasonably and actually incurred by the Counterparty (subject in all instances, to the limitations specified in Section 1(a) above). In no event, however, shall Guarantor be liable for or obligated to pay any consequential, indirect, incidental, lost profit, special, exemplary, punitive, equitable or tort damages, provided that this limitation shall not apply if and to the extent such limitation does not apply pursuant to Section 12.2.1 of the Agreement.

2. DEMANDS AND PAYMENT.

- (a) If Obligor fails to pay any Obligation to Counterparty when such Obligation is due and owing under the Agreement (an “**Overdue Obligation**”), Counterparty may present a written demand to Guarantor calling for Guarantor’s payment of such Overdue Obligation pursuant to this Guaranty (a “**Payment Demand**”).
- (b) Guarantor’s obligation hereunder to pay any particular Overdue Obligation(s) to Counterparty is conditioned upon Guarantor’s receipt of a Payment Demand from Counterparty satisfying the following requirements: (i) such Payment Demand must identify the specific Overdue Obligation(s) covered by such demand, the specific date(s) upon which such Overdue Obligation(s) became due and owing under the Agreement, and the specific provision(s) of the Agreement pursuant to which such Overdue Obligation(s) became due and owing; (ii) such Payment Demand must be delivered to Guarantor in accordance with Section 9 below; and (iii) the specific Overdue Obligation(s) addressed by such Payment Demand must remain due and unpaid at the time of such delivery to Guarantor.
- (c) After issuing a Payment Demand in accordance with the requirements specified in Section 2(b) above, Counterparty shall not be required to issue any further notices or make any further demands with respect to the Overdue Obligation(s) specified in that Payment Demand, and Guarantor shall be required to make payment with respect to the Overdue Obligation(s) specified in that Payment Demand within five (5) Business Days after Guarantor receives such demand. As used herein, the term “**Business Day**” shall mean all weekdays (*i.e.*, Monday through Friday) other than any weekdays during which commercial banks or financial institutions are authorized to be closed to the public in the State of Florida or the State of New York.

3. REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants that:

- (a) it is a corporation duly organized and validly existing under the laws of the State of Florida and has the corporate power and authority to execute, deliver and carry out the terms and provisions of the Guaranty;
- (b) no authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor is required on the part of Guarantor for the execution and delivery of this Guaranty; and
- (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as the enforceability thereof may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

4. RESERVATION OF CERTAIN DEFENSES. Without limiting Guarantor’s own defenses and rights hereunder but subject to Section 6, Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor is or may be entitled arising from or out of the Agreement, except for defenses (if any) based upon the bankruptcy, insolvency,

dissolution or liquidation of Obligor or any lack of power or authority of Obligor to enter into and/or perform the Agreement.

5. **AMENDMENT OF GUARANTY.** No term or provision of this Guaranty shall be amended, modified, altered, waived or supplemented except in a writing signed by Guarantor and Counterparty.

6. **WAIVERS AND CONSENTS.** Subject to and in accordance with the terms and provisions of this Guaranty:

- (a) Except as required in Section 2 above, Guarantor hereby waives (i) notice of acceptance of this Guaranty; (ii) presentment and demand concerning the liabilities of Guarantor; and (iii) any right to require that any action or proceeding be brought against Obligor or any other person, or to require that Counterparty seek enforcement of any performance against Obligor or any other person, prior to any action against Guarantor under the terms hereof.
- (b) No delay by Counterparty in the exercise of (or failure by Counterparty to exercise) any rights hereunder shall operate as a waiver of such rights, a waiver of any other rights or a release of Guarantor from its obligations hereunder (with the understanding, however, that the foregoing shall not be deemed to constitute a waiver by Guarantor of any rights or defenses which Guarantor may at any time have pursuant to or in connection with any applicable statutes of limitation).
- (c) Without notice to or the consent of Guarantor, and without impairing or releasing Guarantor's obligations under this Guaranty, Counterparty may: (i) change the manner, place or terms for payment of all or any of the Obligations (including renewals, extensions or other alterations of the Obligations); (ii) release any person (other than Obligor or Guarantor) from liability for payment of all or any of the Obligations; or (iii) receive, substitute, surrender, exchange or release any collateral or other security for any or all of the Obligations.
- (d) If and to the extent that, as of any particular time, there are Obligations which are then due and payable but unpaid, Guarantor shall postpone and subordinate in favor of Counterparty any and all subrogation rights which Guarantor may then have arising from any payments made by Guarantor hereunder.
- (e) **Guarantor hereby waives any right to assert against Counterparty as a defense, counterclaim, set-off or crossclaim, any defense (legal or equitable), counterclaim, set-off, crossclaim and/or other claim which Guarantor may now or at any time hereafter have against Obligor or any other party liable to Counterparty in any way or manner. Guarantor hereby waives any right to assert against Counterparty any claim or defense based upon an election of remedies by Counterparty which in any manner impairs, releases or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.**

7. **REINSTATEMENT.** Guarantor agrees that this Guaranty shall continue to be effective or shall be reinstated, as the case may be, if all or any part of any payment made hereunder is at any time avoided or rescinded or must otherwise be restored or repaid by Counterparty as a result of the bankruptcy or insolvency of Obligor, all as though such payments had not been made.

8. **TERMINATION.** This Guaranty and the Guarantor's obligations hereunder will terminate automatically and immediately upon the earlier of (i) the termination or expiration of the Agreement, and (ii) 11:59:59 Eastern Prevailing Time [_____, 20__]; *provided, however*, that no such termination shall affect Guarantor's liability with respect to any Obligation incurred prior to the time the termination is effective, which Obligation shall remain subject to this Guaranty.

9. **NOTICE.** Any Payment Demand, notice, request, instruction, correspondence or other document to be given hereunder (herein collectively called "**Notice**") by Counterparty to Guarantor, or by Guarantor to Counterparty, as applicable, shall be in writing and may be delivered either by (i) U.S. certified mail with postage prepaid and return receipt requested, or (ii) recognized nationwide courier service with delivery receipt requested, in either case to be delivered to the following address (or to such other U.S. address as may be specified via Notice provided by Guarantor or Counterparty, as applicable, to the other in accordance with the requirements of this *Section 9*):

<u>TO GUARANTOR:</u> *	<u>TO COUNTERPARTY:</u>
NextEra Energy Capital Holdings, Inc. 700 Universe Blvd. Juno Beach, Florida 33408 <u>Attn:</u> Treasurer	_____ _____ _____ <u>Attn:</u> _____
[Tel: (561) 694-6204 -- for use in connection with courier deliveries]	[Tel: (____) ____-____ -- for use in connection with courier deliveries]

* (**NOTE:** Copies of any Notices to Guarantor under this Guaranty shall also be sent via facsimile to ATTN: Contracts Group, Legal, Fax No. (561) 625-7504 and ATTN: Credit Department, Fax No. (561) 625-7642. However, such facsimile transmissions shall not be deemed effective for delivery purposes under this Guaranty.)

Any Notice given in accordance with this *Section 9* will (i) if delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient on such date, and (ii) if not delivered during the recipient's normal business hours on any given Business Day, be deemed received by the designated recipient at the start of the recipient's normal business hours on the next Business Day after such delivery.

10. MISCELLANEOUS.

- (a) This Guaranty shall in all respects be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws thereunder (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).
- (b) This Guaranty shall be binding upon Guarantor and its successors and permitted assigns and inure to the benefit of and be enforceable by Counterparty and its successors and permitted assigns. Guarantor may not assign this Guaranty in part or in whole without the prior written consent of Counterparty. Counterparty may not assign its rights or benefits under this Guaranty in part or in whole without the prior written consent of Guarantor.
- (c) This Guaranty embodies the entire agreement and understanding between Guarantor and Counterparty and supersedes all prior agreements and understandings relating to the subject matter hereof.
- (d) The headings in this Guaranty are for purposes of reference only, and shall not affect the meaning hereof. Words importing the singular number hereunder shall include the plural number and vice versa, and any pronouns used herein shall be deemed to cover all genders. The term "person" as used herein means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated association, or government (or any agency or political subdivision thereof).
- (e) Wherever possible, any provision in this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
- (f) Counterparty (by its acceptance of this Guaranty) and Guarantor each hereby irrevocably: (i) consents and submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if that court does not have subject matter jurisdiction, to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County (without prejudice to the right of any party to remove to the United States District Court for the Southern District of New York) for the purposes of any suit, action or other proceeding arising out of this Guaranty or the subject matter hereof or any of the transactions contemplated hereby brought by Counterparty, Guarantor or their respective successors or assigns; and (ii) waives (to the fullest extent permitted by applicable law) and agrees not to assert any claim that it is not personally subject to the jurisdiction of the above-named courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Guaranty or the subject matter hereof may not be enforced in or by such court.
- (g) COUNTERPARTY (BY ITS ACCEPTANCE OF THIS GUARANTY) AND GUARANTOR EACH HEREBY IRREVOCABLY, INTENTIONALLY AND VOLUNTARILY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED ON, OR ARISING OUT OF, UNDER OR IN

CONNECTION WITH, THIS GUARANTY OR THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on _____, 20____, but it is effective as of the Effective Date.

NEXTERA ENERGY CAPITAL HOLDINGS,
INC.

By:_____

Name:_____

Title:_____

EXHIBIT G-2

FORM OF LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE:

[Date of issuance]

[BENEFICIARY] (“Beneficiary”)

[Address]

Attention: [Contact Person]

Re: **[ISSUING BANK] Irrevocable Standby Letter of Credit No.**_____

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as “**you**”) this Irrevocable Standby Letter of Credit No. _____ (the “**Letter of Credit**”) for the account of *[NextEra Energy Capital Holdings, Inc.]* on behalf of Anticline Wind, LLC, located at 700 Universe Boulevard, Juno Beach, Florida 33408 (“**Account Parties**”), effective immediately and expiring on the date determined as specified in numbered paragraphs 5 and 6 below. We have been informed that this Letter of Credit is issued pursuant to the terms of that certain Power Purchase Agreement dated as of April 20, 2022 between PacifiCorp and Anticline Wind, LLC.

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be *[written dollar amount]* United States Dollars (US\$*[dollar amount]*) (such maximum amount referred to as the “**Stated Amount**”).

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to [ISSUING BANK], at any time during its business hours on such Business Day, at *[bank address]* (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 9 hereof), a copy of this Letter of Credit together with (i) a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the “**Draw Certificate**”), appropriately completed and signed by your authorized officer (signing as such) and (ii) your draft substantially in the form of Attachment B hereto (the “**Draft**”), appropriately completed and signed by your authorized officer (signed as such). Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates and Drafts under this Letter of Credit may be presented by Beneficiary by means of facsimile or original documents sent by overnight delivery or courier to [ISSUING BANK] at our address set forth above, Attention: _____ (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 9 below).). If presentation is made by facsimile transmission, you must contact us at **[insert phone number]** to confirm our receipt of the

transmission. In the event of a presentation by facsimile transmission, the original of such documents need not be sent to us.

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by transferring in immediately available funds the amount specified in the Draft delivered to us in connection with such drawing to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Pacific time on any Business Day, payment will be made not later than our close of business on third succeeding business day and if such Draw Certificate is so presented to us after 12:00 noon, Pacific time on any Business Day, payment will be made on the fourth succeeding Business Day. We agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice that the demand for payment was not effectuated in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand. If the expiration date of this Letter of Credit occurs during such period, the expiration date of this Letter of Credit shall be automatically extended for ten (10) Business Days following our notice to you of the nonconformity.

5. Expiration. This Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment C hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any).

6. Initial Period and Automatic Rollover. The initial period of this Letter of Credit shall terminate on [*one year from the issuance date*] (the “**Initial Expiration Date**”). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 9) that we elect not to consider this Letter of Credit extended for any such additional one year period.

7. Business Day. As used herein, “**Business Day**” shall mean any day on which commercial banks are not authorized or required to close in the State of New York, and inter-bank payments can be effected on the Fedwire system.

8. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE “ISP98”),

AND IN THE EVENT OF ANY CONFLICT, THE LAWS OF THE STATE OF NEW YORK WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

9. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

10. Irrevocability. This Letter of Credit is irrevocable.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98 and Attachment A, Attachment B and Attachment C hereto and the notices referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except as set forth above.

SINCERELY,

[ISSUING BANK]

By: _____

Title: _____

Address:

ATTACHMENT A

FORM OF DRAW CERTIFICATE

The undersigned hereby certifies to [ISSUING BANK] (“**Issuer**”), with reference to Irrevocable Letter of Credit No. _____ (the “**Letter of Credit**”) issued by Issuer in favor of the undersigned (“**Beneficiary**”), as follows:

- (1) The undersigned is the _____ of Beneficiary and is duly authorized by Beneficiary to execute and deliver this Certificate on behalf of Beneficiary.
- (2) Beneficiary hereby makes demand against the Letter of Credit by Beneficiary’s presentation of the draft accompanying this Certificate, for payment of _____ U.S. dollars (US\$ _____), which amount, when aggregated together with any additional amount that has not been drawn under the Letter of Credit, is not in excess of the Stated Amount (as in effect of the date hereof).
- (3) The conditions for a drawing by Beneficiary are either (a) pursuant to [*describe the draw conditions from the underlying agreement*] or (b) the Letter of Credit has not been renewed or replaced at least thirty (30) days prior to its stated expiration date.
- (4) You are hereby directed to make payment of the requested drawing to: (insert wire instructions)
Beneficiary Name and Address:

By: _____
Title: _____
Date: _____
- (5) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

[BENEFICIARY]

By: _____
Title: _____
Date: _____

ATTACHMENT B

DRAWING UNDER IRREVOCABLE LETTER OF CREDIT NO.

Date:

PAY TO: *[BENEFICIARY]*

U.S.\$ _____

FOR VALUE RECEIVED AND CHARGE TO THE ACCOUNT OF LETTER OF CREDIT
NO. _____.

[BENEFICIARY]

By: _____

Title: _____

Date: _____

ATTACHMENT C

CANCELLATION CERTIFICATE

Irrevocable Letter of Credit No. _____

The undersigned, being authorized by the undersigned (“**Beneficiary**”), hereby certifies on behalf of Beneficiary to [ISSUING BANK] (“**Issuer**”), with reference to Irrevocable Letter of Credit No. _____ issued by Issuer to Beneficiary (the “**Letter of Credit**”), that all obligations of Anticline Wind, LLC, under the Power Purchase Agreement dated as of April 20, 2022, between PacifiCorp and Anticline Wind, LLC have been fulfilled.

Pursuant to Section 5 thereof, the Letter of Credit shall expire upon Issuer’s receipt of this certificate.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Letter of Credit.

[*BENEFICIARY*]

By: _____

Title: _____

Date: _____

EXHIBIT H
SELLER AUTHORIZATION TO RELEASE
GENERATION DATA TO PACIFICORP

[DATE]

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

To Whom it May Concern:

Anticline Wind, LLC ("Seller") hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Seller's interconnection information with marketing function employees of PacifiCorp, including but not limited to those in Energy Supply Management. Seller acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

EXHIBIT I

REQUIRED INSURANCE

Before the Commercial Operation Date, Seller shall procure and maintain the following minimum insurance, with insurers rated “A-” VII or higher by A.M. Best’s Key Rating Guide:

(i) Workers’ Compensation Insurance for statutory obligations imposed by applicable laws, including, where applicable, the Alternate Employer Endorsement, the United States Longshoremen’s and Harbor Workers’ Act, the Maritime Coverage and the Jones Act;

(ii) Employers’ Liability Insurance, including Occupational Disease, shall be provided with a limit of (i) [REDACTED] for bodily injury per accident, (ii) [REDACTED] for bodily injury by disease per policy, and (iii) [REDACTED] for bodily injury by disease per employee;

(iii) Business Automobile Liability Insurance which shall apply to all owned, non-owned, leased, and hired automobiles with a limit of [REDACTED] per accident for bodily injury and property damage;

(iv) General Liability Insurance which shall apply to liability arising out of premises, operations, bodily injury, property damage, products and completed operations and liability assumed under and insured contract (contractual liability), with a limit of [REDACTED] per occurrence, [REDACTED] aggregate. The products and completed operations coverage insurance shall be provided for the duration of any applicable warranty period;

(v) Excess Liability Insurance which shall apply to Employers Liability, Commercial General Liability and Business Automobile Liability Insurance, required in (ii), (iii), and (iv) above, with total limits no less than of [REDACTED] per occurrence and [REDACTED] aggregate, when combined with primary coverages;

(vi) Broad Form All-Risk Property Insurance with limits of insurance written on a replacement cost basis, including applicable sublimits for wind, earthquake, and flood exposures.

Such minimum insurance limits may be satisfied either by primary insurance, excess or umbrella insurance, self-insurance or a combination of any of the foregoing.

Except for Workers’ Compensation Insurance, PacifiCorp shall be endorsed as an additional insured on Seller’s insurance policies required to be maintained under the Agreement and such policies shall provide for a waiver of subrogation in favor of PacifiCorp. All policies of insurance required to be maintained by Seller hereunder shall provide for a severability of interests clause and include a provision that Sellers’s insurance policies are to be primary and non-contributory to any insurance that may be maintained by or on behalf of PacifiCorp.

In the event that any policy furnished by Seller provides for coverage on a “claims made” basis, the retroactive date of the policy shall be the same as the effective date of the Agreement, or such other date, as to protect the interest of PacifiCorp. Furthermore, for all policies furnished on a “claims made” basis, Seller’s providing of such coverage shall survive the termination of the Agreement and the expiration of any applicable warranty period, until the expiration of the maximum statutory period of limitations in the State of California for actions based in contract or in tort. If coverage is on “occurrence” basis, Seller shall maintain such insurance during the entire term of the Agreement.

Seller shall promptly provide evidence of the minimum insurance coverage required under the Agreement in the form of an ACORD certificate or other certificate of insurance. If any of the required insurance is cancelled or non-renewed, Seller shall within thirty (30) days or, if due to nonpayment of premium, ten (10) days of such cancellation or non-renewal provide written notice to PacifiCorp and file a new certificate of insurance with PacifiCorp, demonstrating that the required insurance coverage to be maintained hereunder has been extended or replaced. Neither Seller’s failure to provide evidence of minimum coverage of insurance following PacifiCorp’s request, nor PacifiCorp’s decision to not make such request, shall release Seller from its obligation to maintain the minimum coverage provided for in this Exhibit I.

Seller shall be responsible for covering all deductibles associated with the foregoing insurance coverage.

EXHIBIT J

NERC EVENT TYPES

Event Type	Description of Outages
U1	<u>Unplanned (Forced) Outage—Immediate</u> – An outage that requires immediate removal of a unit from service, another outage state or a Reserve Shutdown state. This type of outage results from immediate mechanical/electrical/hydraulic control systems trips and operator-initiated trips in response to unit alarms.
U2	<u>Unplanned (Forced) Outage—Delayed</u> – An outage that does not require immediate removal of a unit from the in-service state but requires removal within six (6) hours. This type of outage can only occur while the unit is in service.
U3	<u>Unplanned (Forced) Outage—Postponed</u> – An outage that can be postponed beyond six hours but requires that a unit be removed from the in-service state before the end of the next weekend. This type of outage can only occur while the unit is in service.
SF	<u>Startup Failure</u> – An outage that results from the inability to synchronize a unit within a specified startup time period following an outage or Reserve Shutdown. A startup period begins with the command to start and ends when the unit is synchronized. An SF begins when the problem preventing the unit from synchronizing occurs. The SF ends when the unit is synchronized or another SF occurs.
MO	<u>Maintenance Outage</u> – An outage that can be deferred beyond the end of the next weekend, but requires that the unit be removed from service before the next planned outage. (Characteristically, a MO can occur any time during the year, has a flexible start date, may or may not have a predetermined duration and is usually much shorter than a PO.)
ME	<u>Maintenance Outage Extension</u> – An extension of a maintenance outage (MO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the MO.
PO	<u>Planned Outage</u> – An outage that is scheduled well in advance and is of a predetermined duration, lasts for several weeks and occurs only once or twice a year.
PE	<u>Planned Outage Extension</u> – An extension of a planned outage (PO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the PO.

EXHIBIT K

CONTRACT PRICE; COMPENSABLE CURTAILMENT PRICE

1. Contract Price

The “Contract Price” for Net Output, Capacity Rights, Ancillary Services and Green Tags (expressed in \$/MWh) shall be as follows:

\$[REDACTED] per MWh

2. Contract Price Adjustment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT L

PARTY NOTICE INFORMATION

Notices	PacifiCorp	Seller
[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

EXHIBIT M
RESERVED

EXHIBIT N**PROJECT MILESTONES**

Project Milestone	Project Milestone Completion Date
Execute Generation Interconnection Agreement	[REDACTED]
Execute Purchase Agreement for Major Equipment	[REDACTED]
Execute Engineering, Procurement and Construction (EPC) or Balance of Plant (BOP) Agreement	[REDACTED]
Issue FNTF	[REDACTED]
First Synchronization	[REDACTED]
Commercial Operation Date	[REDACTED]

EXHIBIT O

METEOROLOGICAL AND OTHER DATA REQUIREMENTS

- 1. Required information for wind resources:**
 - 1.1. Hub height wind speed
 - 1.2. Hub height wind direction
 - 1.3. Hub height temperature
 - 1.4. *Optional information for wind resources if available:*
 - 1.4.1. Relative humidity
 - 1.4.2. Barometric pressure
- 2. Meteorological data may be provided in one or more of the following ways:**
 - 2.1. Average readings over all turbines or a representative subset of them.
 - 2.2. Meteorological towers, sodars, lidars, or monitoring stations.
 - 2.3. Readings from all individual turbines or a representative subset of them.

EXHIBIT P
EXPECTED NET OUTPUT EXCEL FILE
[See the attached]



Expected Net Output -
Anticline.xlsx

EXHIBIT Q
FORM OF WORKFORCE REPORT
[See the attached]



Exhibit_Q_Diversity_S
ubcontractor_Spend_I

REDACTED

EXHIBIT R

GENERATION INTERCONNECTION AGREEMENT

[See the attached]



Anticline - [REDACTED] -
LGIA Executed [REDACTED]

FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (this “First Amendment”) is entered into between Anticline Wind, LLC, a Delaware limited liability company (“Seller”) and PacifiCorp, an Oregon corporation (“PacifiCorp”). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Parties have entered into the Power Purchase Agreement, dated as of April 20, 2022 (the “Agreement”); and

WHEREAS, the Parties have agreed to amend the Agreement to clarify the original intent of the Parties, as set forth herein.

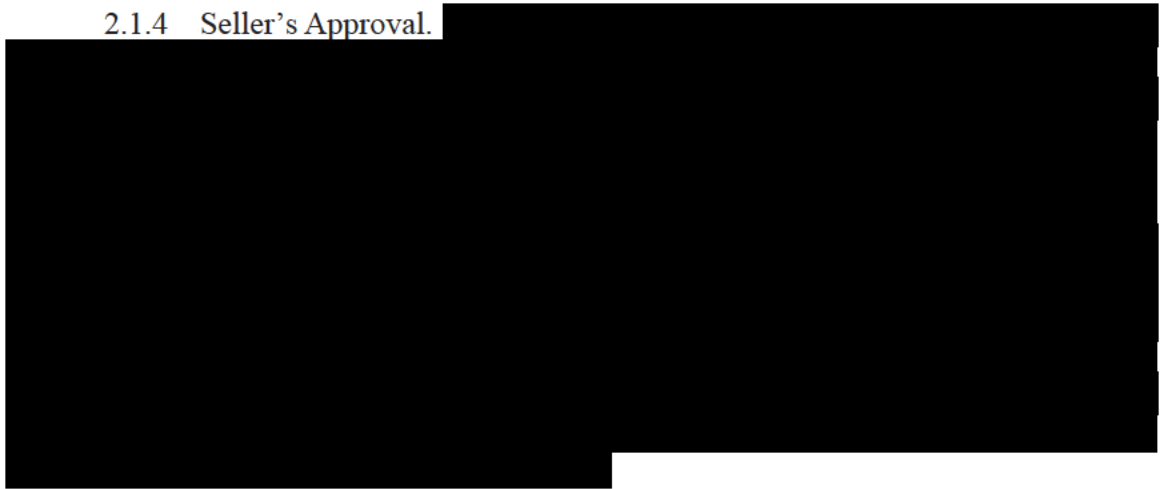
NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Amendment to the Agreement.

Section 2.1.4 (Seller’s Approval) is amended and restated as follows:

2.1.4 Seller’s Approval.



3. Other Terms and Conditions.

(a) Full Force and Effect. The Agreement, as amended by this First Amendment, remains in full force and effect in accordance with its terms.

(b) Governing Law. This First Amendment shall be interpreted and enforced in accordance with the laws of the State of Oregon, without applying the choice of law rules that may direct the application of the laws of another jurisdiction.


(c) Counterparts. This First Amendment may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed in their respective names as of the date last written below.

ANTICLINE WIND, LLC


By:


Matthew S. Handel
Vice President

Date: July 27, 2022

PACIFICORP

By:


Rick T. Link
Senior Vice President, Resource
Planning, Procurement and
Optimization

Date: July 26, 2022

SECOND AMENDMENT TO POWER PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO POWER PURCHASE AGREEMENT (this "Second Amendment") is entered into between Anticline Wind, LLC, a Delaware limited liability company ("Seller") and PacifiCorp, an Oregon corporation ("PacifiCorp"). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties have entered into the Power Purchase Agreement, dated as of April 20, 2022, as amended by the First Amendment to Power Purchase Agreement, between the Parties, dated as of July 27, 2022 (collectively, the "Agreement"); and

WHEREAS, the Parties have agreed to amend the Agreement to clarify the original intent of the Parties, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Amendment to the Agreement.

Section 2.1.4 (Seller's Approval) is amended and restated as follows:

2.1.4 Seller's Approval. [REDACTED]

3. Other Terms and Conditions.

(a) Full Force and Effect. The Agreement, as amended by this Second Amendment, remains in full force and effect in accordance with its terms.

(b) Governing Law. This Second Amendment shall be interpreted and enforced in accordance with the laws of the State of Oregon, without applying the choice of law rules that may direct the application of the laws of another jurisdiction.

(c) Counterparts. This Second Amendment may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in their respective names as of the date last written below.

ANTICLINE WIND, LLC

By:



Matthew S. Handel
Vice President

PACIFICORP

By:



Rick T. Link
Senior Vice President, Resource
Planning, Procurement and
Optimization

Date: August 24, 2022

Date: August 24, 2022

THIRD AMENDMENT TO POWER PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO POWER PURCHASE AGREEMENT (this "Third Amendment") is entered into between Anticline Wind, LLC, a Delaware limited liability company ("Seller"), and PacifiCorp, an Oregon corporation ("PacifiCorp"). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties have entered into the Power Purchase Agreement, dated as of April 20, 2022, as amended by the First Amendment to Power Purchase Agreement, between the Parties, dated as of July 27, 2022, as further amended by the Second Amendment to Power Purchase Agreement, between the Parties, dated as of August 24, 2022 (collectively, the "Agreement"); and

WHEREAS, the Parties have agreed to amend the Agreement to clarify the original intent of the Parties, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.
2. Amendment to the Agreement.

Section 2.1.4 (Seller's Approval) is amended and restated as follows:

2.1.4 Seller's Approval.

[REDACTED]

3. Other Terms and Conditions.

(a) Full Force and Effect. The Agreement, as amended by this Third Amendment, remains in full force and effect in accordance with its terms.

(b) Governing Law. This Third Amendment shall be interpreted and enforced in accordance with the laws of the State of Oregon, without applying the choice of law rules that may direct the application of the laws of another jurisdiction.

(c) Counterparts. This Third Amendment may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

[Signatures appear on the next page.]

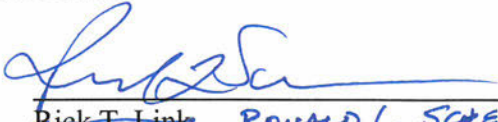
IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed in their respective names as of the date last written below.

ANTICLINE WIND, LLC

By: 
Anthony Pedroni
Vice President

Date: September 16, 2022

PACIFICORP

By: 
~~Rick T. Link~~ RONALD L. SCHEIKER
~~Senior Vice President, Resource~~ DIRECTOR
~~Planning, Procurement and~~
~~Optimization~~

Date: September 16, 2022

FOURTH AMENDMENT TO POWER PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO POWER PURCHASE AGREEMENT (this “Fourth Amendment”) is entered into between Anticline Wind, LLC, a Delaware limited liability company (“Seller”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, the Parties have entered into the Power Purchase Agreement, dated as of April 20, 2022, as amended by the First Amendment to Power Purchase Agreement, between the Parties, dated as of July 27, 2022, the Second Amendment to Power Purchase Agreement, between the Parties, dated as of August 24, 2022 and the Third Amendment to Power Purchase Agreement, between the Parties, dated as of September 16, 2022 (collectively, the “Agreement”); and

WHEREAS, the Parties have agreed to amend the Agreement to clarify the original intent of the Parties, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties mutually agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Agreement.

2. Amendment to the Agreement.

(a) The following definition is added to Section 1.1 (Defined Terms) of the Agreement:

“Performance Threshold” is defined in Section 11.1.2(i).

(b) The first sentence of Section 2.1.1 (Effective Date and Term) of the Agreement is amended and restated as follows:

[REDACTED]

(c) Section 2.1.2 (Commission Approval) of the Agreement is amended and restated as follows:

2.1.2 Commission Approval.

[REDACTED]

[REDACTED]

(d) Section 2.1.4 (Seller's Approval) of the Agreement is amended and restated as follows:

2.1.4 Seller's Approval.

[REDACTED]

[REDACTED]

(e) Section 4.5.1 (Non-Compensable Curtailment) of the Agreement is amended to add the following sentence to the end of such Section:

Within fifteen (15) Business Days after the end of each month, PacifiCorp shall provide Seller written notice of any Compensable Curtailment and Non-Compensable Curtailment occurring during such month, together with reasonable supporting documentation, including with respect to time, duration and maximum level of generation (in MW) of any Compensable Curtailment and Non-Compensable Curtailment.

(f) The first sentence of Section 4.5.2 (Curtilment Amounts) of the Agreement is amended and restated as follows:

Seller will reasonably determine the MWh amount of Non-Compensable Curtailment ("Non-Compensable Curtailment Energy"), Compensable Curtailment ("Compensable Curtailment Energy") and Intervention Curtailment ("Intervention Curtailment Energy") based on the amount of Potential Net Output that could have been but was not generated at the Facility and delivered to PacifiCorp as Net Output at the Point of Delivery because of Non-Compensable Curtailment, Compensable Curtailment or Intervention Curtailment Energy; provided, that for purposes of determining the amount of Non-Compensable Curtailment Energy and Compensable Curtailment Energy, absent manifest or demonstrable error, Seller shall use the information provided by PacifiCorp pursuant to the last sentence of Section 4.5.1, subject to Seller's rights pursuant to Section 24.

(g) The first proviso in Section 8.2 (Project Development Security) of the Agreement is amended and restated as follows:

; provided, however, that if Seller must provide Project Development Security to PacifiCorp in accordance with this Section 8.2, then Seller shall not be required to provide such Project Development Security to PacifiCorp until ten (10) Business Days after the later of (w) the expiration of PacifiCorp's termination right in Section 2.1.2, (x) the expiration of PacifiCorp's termination right in Section 2.1.3, (y) the expiration of Seller's termination right in Section 2.1.4 and (z) the expiration of PacifiCorp's termination right in Section 4.2.2.

(h) Subsection (i) of Section 11.1.2 (Defaults by Seller) of the Agreement is amended and restated as follows:

(i) The Generating Facility fails for [REDACTED]
[REDACTED]
[REDACTED] to this Agreement, as the

same may be revised pursuant to Section 2.2.3 and Section 2.2.4 of this Agreement) in each such Measurement Period (in MWh), less the sum of: (i) the Compensable Curtailment Energy in each such Measurement Period (in MWh); (ii) the Non-Compensable Curtailment Energy in each such Measurement Period (in MWh); and (iii) the Intervention Curtailment Energy in each such Measurement Period (in MWh) (in respect of each such Measurement Period, the "Performance Threshold"), notice of which PacifiCorp provides to Seller.

(i) The proviso in the definition of "Measurement Period" in Section A (Definitions) of Exhibit F (Performance Guarantee) of the Agreement is amended and restated as follows:

provided, however, that if Seller fails to satisfy the Performance Threshold for any Measurement Period ("Failed Measurement Period"), then solely for purposes of determining whether Seller has satisfied the Performance Threshold [REDACTED] pursuant to Section 11.1.2(i), but not for purposes of determining Performance Damages which will continue to be determined based on [REDACTED] as provided for in this Exhibit F, the Measurement Period immediately following such Failed Measurement Period shall be [REDACTED] beginning on the day that immediately follows the last day of such Failed Measurement Period

(j) The definition of "Output Shortfall" in Section A (Definitions) of Exhibit F (Performance Guarantee) of the Agreement is deleted in its entirety.

(k) Section B(2)(b) (Performance Damages) of Exhibit F (Performance Guarantee) of the Agreement is amended and restated as follows:

If the Measurement Period Net Output during any Measurement Period is less than the Measurement Period Guaranteed Amount for such Measurement Period, then Seller shall be liable to PacifiCorp for liquidated damages ("Performance Damages") in respect of such Measurement Period calculated in accordance with the Expected Net Output Excel File. A sample calculation of Performance Damages for information purposes only is contained in Exhibit P.

(l) The first three sentences of Section B(4) (Invoicing) of Exhibit F (Performance Guarantee) of the Agreement is amended and restated as follows:

On the thirtieth (30th) day following the end of [REDACTED] [REDACTED] Seller shall deliver to PacifiCorp a report (and reasonable supporting documentation regarding all data and calculations) detailing whether Seller satisfied the Performance Guarantee and the Performance Threshold for such Measurement Period, including Table 1 (Measurement Period Hourly Net Output) set forth below fully completed for such Measurement Period based on the Net Output in such Measurement Period. If Seller fails to satisfy the Performance Threshold for [REDACTED] [REDACTED] then within thirty (30) days after the end of the Contract Year immediately following such Measurement Period, Seller shall deliver to PacifiCorp a report (and reasonable supporting documentation regarding all data and calculations) detailing whether Seller satisfied the Performance Threshold for such

Contract Year, including Table 1 (Measurement Period Hourly Net Output) set forth below fully completed for such Contract Year based on the Net Output in such Contract Year. If Seller failed to satisfy the Performance Guarantee for [REDACTED] then Seller shall include in the report data and information, together with reasonable supporting documentation, required for purposes of calculating Performance Damages. If Performance Damages are due pursuant to Section B(2)(b) of Exhibit F, then thirty (30) days after PacifiCorp receives the report and all data and information, together with reasonable supporting documentation provided for above, PacifiCorp shall deliver to Seller an invoice showing PacifiCorp's computation of the Performance Damages calculated pursuant to Section B(2)(b) of this Exhibit F.

(m) The last sentence of Section B(4) (Invoicing) of Exhibit F (Performance Guarantee) of the Agreement is deleted in its entirety.

(n) The definition of the Contract Price set forth in Section 1 (Contract Price) of Exhibit K (Contract Price; Compensable Curtailment Price) to the Agreement is amended and restated as follows:

The "Contract Price" for Net Output, Capacity Rights, Ancillary Services and Green Tags (expressed in \$/MWh) shall be as follows:

[REDACTED] MWh.

(o) The definition of "Contract Price Adjustment" in Exhibit K (Contract Price; Compensable Curtailment Price) to the Agreement is amended and restated as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(p) Exhibit P (Expected Net Output Excel File) to the Agreement is amended and restated as provided in Attachment A hereto.

3. Other Terms and Conditions.

(a) Full Force and Effect. The Agreement, as amended by this Fourth Amendment, remains in full force and effect in accordance with its terms.

(b) Governing Law. This Fourth Amendment shall be interpreted and enforced in accordance with the laws of the State of Oregon, without applying the choice of law rules that may direct the application of the laws of another jurisdiction.

(c) Counterparts. This Fourth Amendment may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed in their respective names as of the date last written below.

ANTICLINE WIND, LLC

By: _____

Matthew S. Handel
Vice President

PACIFICORP

By: _____

Rick T. Link
Senior Vice President, Resource
Planning, Procurement and
Optimization

Date: September 30, 2022

Date: ~~September [●], 2022~~ *RZ*
October 3, 2022

Attachment A

[See the attached.]

EXHIBIT P

EXPECTED NET OUTPUT EXCEL FILE

[See the attached]



Exhibit P -
Anticline.xlsx