

Form of Solar Energy PPA proposed by Geronimo Energy as adopted and modified from Xcel Energy, Inc.'s solicitation of bids for Solar Power Plants. The form of Solar PPA sets forth customary terms and conditions for the sale and purchase of solar accreditable capacity, energy and renewable energy credits and is subject to the negotiation of final terms by the parties and regulatory approval.

PROPOSED

SOLAR ENERGY PURCHASE AGREEMENT

BETWEEN

**NORTHERN STATES POWER COMPANY,
A MINNESOTA CORPORATION
("COMPANY")**

AND

_____, **LLC**
("SELLER")

- [date] -

TABLE OF CONTENTS

	PAGE
ARTICLE 1 – DEFINITIONS AND RULES OF INTERPRETATION	1
1.1 RULES OF CONSTRUCTION.....	1
1.2 INTERPRETATION WITH INTERCONNECTION AGREEMENT	2
1.3 INTERPRETATION OF ARRANGEMENTS FOR ELECTRIC SUPPLY TO THE FACILITY	3
1.4 DEFINITIONS.....	3
ARTICLE 2 - TERM AND TERMINATION	11
ARTICLE 3 - FACILITY DESCRIPTION	12
3.1 SUMMARY DESCRIPTION.....	12
3.2 LOCATION	12
3.3 GENERAL DESIGN OF THE FACILITY	12
ARTICLE 4 – COMMERCIAL OPERATION	13
4.1 COMMERCIAL OPERATION.....	13
4.2 CONSTRUCTION MILESTONES	13
4.3 SITE REPORT	13
4.4 FACILITY CONTRACTS.....	13
4.5 PROGRESS REPORTS.....	13
4.6 COMPANY’S RIGHTS DURING CONSTRUCTION	14
4.7 PERMITS	14
4.8 CONDITIONS TO COMMERCIAL OPERATION	14
4.9 TEST ENERGY	15
ARTICLE 5 – DELIVERY AND METERING	16
5.1 DELIVERY ARRANGEMENTS.....	16
5.2 AVAILABILITY REPORTING	16
5.3 ELECTRIC METERING DEVICES.....	16
5.4 ADJUSTMENT FOR INACCURATE METERS	17
Article 6 – COMPANY CONDITIONS PRECEDENT	18
6.1 MPUC APPROVAL	18
6.2 ACCOUNTING MATTERS.....	19
6.3 BOARD APPROVAL	19
6.4 [SELLER’S CONDITIONS PRECEDENT]	19
ARTICLE 7 – SALE AND PURCHASE OF SOLAR ENERGY	19
7.1 SALE AND PURCHASE.....	19
7.2 CONTRACT CAPACITY.....	19
7.3 TITLE AND RISK OF LOSS.....	19
7.4 COMPANY’S RIGHT TO CURTAIL ENERGY.....	20
ARTICLE 8 - PAYMENT CALCULATIONS	20
8.1 ENERGY PAYMENT RATE	20
8.2 CURTAILMENT ENERGY PAYMENT RATE.....	20

ARTICLE 9 - BILLING AND PAYMENT	21
9.1 BILLING INVOICES	21
9.2 METERED BILLING DATA.....	21
9.3 REACTIVE POWER SERVICE COMPENSATION.....	22
9.4 PAYMENTS	22
9.5 BILLING DISPUTES	22
9.6 NETTING	23
ARTICLE 10 - OPERATIONS AND MAINTENANCE	23
10.1 MAINTENANCE SCHEDULE	23
10.2 FACILITY OPERATION	23
10.3 OUTAGE AND PERFORMANCE REPORTING.....	24
10.4 OPERATING COMMITTEE AND OPERATING PROCEDURES.....	24
10.5 ACCESS TO FACILITY.....	24
10.6 ENVIRONMENTAL CREDITS.....	25
10.7 CAPACITY ACCREDITATION	25
ARTICLE 11 - SECURITY FOR PERFORMANCE	25
11.1 SECURITY FUND	25
ARTICLE 12 - DEFAULT AND REMEDIES.....	28
12.1 EVENTS OF DEFAULT OF SELLER.....	28
12.2 FACILITY FINANCING PARTY'S RIGHT TO CURE DEFAULT OF SELLER	30
12.3 EVENTS OF DEFAULT OF COMPANY	31
12.4 DAMAGES PRIOR TO TERMINATION	32
12.5 TERMINATION	33
12.6 LIMITATION ON DAMAGES.....	33
12.7 OPERATION BY COMPANY FOLLOWING EVENT OF DEFAULT OF SELLER	34
12.8 SPECIFIC PERFORMANCE	35
12.9 REMEDIES CUMULATIVE	35
12.10 WAIVER AND EXCLUSION OF OTHER DAMAGES.....	36
12.11 PAYMENT OF AMOUNTS DUE TO COMPANY.....	36
12.12 DUTY TO MITIGATE.....	36
ARTICLE 13 - CONTRACT ADMINISTRATION AND NOTICES	36
13.1 NOTICES IN WRITING.....	36
13.2 REPRESENTATIVE FOR NOTICES.....	37
13.3 AUTHORITY OF REPRESENTATIVES	37
13.4 OPERATING RECORDS.....	37
13.5 OPERATING LOG.....	37
13.6 PROVISION OF REAL TIME DATA.....	37
13.7 BILLING AND PAYMENT RECORDS.....	37
13.8 EXAMINATION OF RECORDS	38
13.9 EXHIBITS.....	38
13.10 DISPUTE RESOLUTION.....	38
ARTICLE 14 - FORCE MAJEURE.....	39
14.1 DEFINITION OF FORCE MAJEURE	39

14.2	APPLICABILITY OF FORCE MAJEURE	40
14.3	LIMITATIONS ON EFFECT OF FORCE MAJEURE	40
14.4	DELAYS ATTRIBUTABLE TO COMPANY	41
ARTICLE 15 – REPRESENTATIONS, WARRANTIES AND COVENANTS.....		41
15.1	SELLER’S REPRESENTATIONS, WARRANTIES AND COVENANTS	41
15.2	COMPANY’S REPRESENTATIONS, WARRANTIES AND COVENANTS.....	43
ARTICLE 16 - INSURANCE		44
16.1	EVIDENCE OF INSURANCE	44
16.2	TERM AND MODIFICATION OF INSURANCE	44
16.3	APPLICATION OF PROCEEDS	45
ARTICLE 17 - INDEMNITY		45
ARTICLE 18 - LEGAL AND REGULATORY COMPLIANCE		46
ARTICLE 19 – ASSIGNMENT AND OTHER TRANSFER RESTRICTIONS		46
19.1	NO ASSIGNMENT WITHOUT CONSENT.....	46
19.2	ACCOMMODATION OF FACILITY FINANCING PARTY	47
19.3	CHANGE OF CONTROL	47
19.4	NOTICE OF FACILITY FINANCING PARTY ACTION	48
19.5	TRANSFER WITHOUT CONSENT IS NULL AND VOID.....	48
19.6	SUBCONTRACTING	49
ARTICLE 20 - MISCELLANEOUS.....		49
20.1	WAIVER	49
20.2	TAXES	49
20.3	FINES AND PENALTIES.....	49
20.4	RATE CHANGES.....	50
20.5	DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS	50
20.6	RELATIONSHIP OF THE PARTIES	50
20.7	EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATION.....	51
20.8	SURVIVAL OF OBLIGATIONS.....	51
20.9	SEVERABILITY.....	51
20.10	COMPLETE AGREEMENT; AMENDMENTS.....	51
20.11	BINDING EFFECT	51
20.12	HEADINGS	51
20.13	COUNTERPARTS	52
20.14	GOVERNING LAW	52
20.15	PRESS RELEASES AND MEDIA CONTACT	52

Exhibit A	Construction Milestones
Exhibit B	Facility Description and Site Maps
Exhibit C	Notice Addresses
Exhibit D	Insurance Coverage
Exhibit E	Seller's Required Governmental Authority Permits, Consents, Approvals, Licenses and Authorizations To Be Obtained
Exhibit F	Form of Letter Of Credit
Exhibit G	Form of Guaranty
Exhibit H	Facility Financing Party Consent Provisions
Exhibit I	Committed Solar Energy and Solar Energy Payment Rate by Commercial Operation Year

SOLAR ENERGY PURCHASE AGREEMENT
BETWEEN
_____, **LLC**
AND
NORTHERN STATES POWER COMPANY

This Solar Energy Purchase Agreement (this "PPA") is made this ____ day of _____, 20__, by and between (i) _____ ("Seller"), a _____ limited liability company with a principal place of business at _____, and (ii) Northern States Power Company ("Company"), a Minnesota corporation with headquarters in Minneapolis, Minnesota. Seller and Company are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS Seller desires to develop, design, construct, own and operate a solar electric generating facility with an expected total name plate capacity of approximately _____ MW AC, and which is further defined below as the "Facility"; and

WHEREAS Seller intends to locate the Facility at _____, and to interconnect the Facility with the Interconnection Provider's System *[at the ____ side of the generator step-up transformer at the _____ substation]*; and

WHEREAS Seller desires to sell and deliver to Company at the Point of Delivery the Solar Energy produced by the Facility and associated Renewable Energy Credits, and Company desires to buy the same from Seller; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

Article 1 – Definitions and Rules of Interpretation{tc "Article 1 – Definitions and Rules of Interpretation" \f C \l 1}

1.1 Rules of Construction{tc "1.1 Rules of Construction" \f C \l 2}. The capitalized terms listed in this Article shall have the meanings set forth herein whenever the terms appear in this PPA, whether in the singular or the plural or in the present or past tense. Other terms used in this PPA but not listed in this Article shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- (A) The masculine shall include the feminine and neuter.

(B) References to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this PPA.

(C) The Exhibits attached hereto are incorporated in and are intended to be a part of this PPA; provided, that in the event of a conflict between the terms of any Exhibit and the terms of this PPA, the terms of this PPA shall take precedence.

(D) This PPA was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this PPA and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this PPA or any part hereof.

(E) The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this PPA. Unless expressly provided otherwise in this PPA, (a) where the PPA requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the PPA gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.

(F) Use of the words "include" or "including" or similar words shall be interpreted as "including but not limited to" or "including, without limitation."

(G) Use of the words "tax" or "taxes" shall be interpreted to include taxes, fees, surcharges, and the like.

1.2 Interpretation with Interconnection Agreement {tc "1.2 Interpretation with Interconnection Agreement" \f C \l 2}. Each Party conducts its operations (i) in a manner intended to comply with FERC Order No. 2004, Standards of Conduct for Transmission Providers, requiring the separation of its transmission and merchant functions. Moreover, the Parties acknowledge that Company'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. The Parties recognize that Seller will enter into a separate Interconnection Agreement with the Interconnection Provider.

(A) The Parties acknowledge and agree that the Interconnection Agreement shall be a separate and free-standing contract and that the terms of this PPA are not binding upon the Interconnection Provider.

(B) Notwithstanding any other provision in this PPA, nothing in the Interconnection Agreement shall alter or modify Seller's or Company's rights, duties and obligations under this PPA. This PPA shall not be construed to create any rights between Seller and the Interconnection Provider.

(C) Seller expressly recognizes that, for purposes of this PPA, the Interconnection Provider shall be deemed to be a separate entity and separate contracting party whether or not the Interconnection Agreement is entered into with Company or an Affiliate of Company.

1.3 Interpretation of Arrangements for Electric Supply to the Facility{tc "1.3 Interpretation of Arrangements for Electric Supply to the Facility" \f C \l 2}. This PPA does not provide for the supply of retail power to the Facility, for purposes of turbine unit start-up or shut-down, or for any other purpose ("House Power"). Seller shall contract with the local utility in whose retail service territory the Facility is located ("Local Provider") for the supply of House Power.

(A) Seller's arrangements for the supply of House Power to the Facility shall be separate and free-standing arrangements. The terms of this PPA are not binding upon the Local Provider. For purposes of this PPA, the Local Provider shall be deemed to be a separate entity and separate contracting party, whether or not the Local Provider is Company or an Affiliate of Company.

(B) Notwithstanding any other provision in this PPA, nothing in Seller's arrangements for the supply of House Power to the Facility shall alter or modify Seller's or Company's rights, duties and obligations under this PPA. This PPA shall not be construed to create any rights between Seller and the Local Provider.

(C) Subject to Seller's right to self-generate and consume energy concurrently generated by the Facility, Seller shall obtain House Power exclusively from the Local Provider. Seller shall not obtain House Power back through the Interconnection Facilities, and waives any regulatory or other legal right to the contrary.

1.4 Definitions{tc "1.4 Definitions" \f C \l 2}. The following terms shall have the meanings set forth herein:

"Abandonment" means (i) the relinquishment of all possession and control of the Facility by Seller, other than a transfer permitted under this PPA, or (ii) if prior to the Commercial Operation Date, complete cessation of the design, construction, testing and inspection of the Facility for ninety (90) consecutive Days by Seller and/or Seller's contractors, but only if such relinquishment or cessation is not caused by or attributable to an Event of Default of, or request by, Company, or an event of Force Majeure.

"AC" means alternating electric current.

"Accreditable Capacity" means the amount of net generating capability associated with the Facility for which capacity credit may be obtained under applicable MISO rules.

"Affiliate" of any named person or entity means any other person or entity that controls, is under the control of, or is under common control with, the named entity.

The term “control” (including the terms “controls”, “under the control of” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management of the policies of a person or entity, whether through ownership interest, by contract or otherwise.

“Applicable Law” means all applicable laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority, now in effect or hereafter enacted, amendments to any of the foregoing, interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions (including those relating to human health, safety, the natural environment or otherwise).

“Business Day” means any calendar day that is not a Saturday, a Sunday, or a NERC recognized holiday.

“Code” means the U.S. Internal Revenue Code of 1986, including applicable rules and regulations promulgated thereunder, as amended from time to time.

“Commercial Operation” means the period beginning on the Commercial Operation Date and continuing through the Term of this PPA.

“Commercial Operation Date” or “COD” for the Facility means the date of Seller’s COD Notice with respect thereto under Section 4.8 below, subject confirmation by Company in accordance with Section 4.8.

“Commercial Operation Milestone” means the Construction Milestone for the Commercial Operation Date. The Commercial Operation Milestone is specified in Exhibit A as _____.

“Commercial Operation Year” means any consecutive twelve (12) month period during the Term of this PPA, commencing with the Commercial Operation Date or any of its anniversaries.

“Committed Solar Energy” shall have the value shown on Exhibit I.

“Conditions” shall have the meaning set forth in Section 4.8.

“Construction Milestone(s)” means the date(s) set forth in Exhibit A by which Seller agrees to achieve the corresponding result(s) specified for such date(s), including the Commercial Operation Milestone.

“Contract Capacity” shall have the meaning set forth in Section 7.2.

“Day” means a calendar day.

“DC” means direct electric current.

"Delay Damages" shall have the meaning set forth in Section 12.4.

"Electric Interconnection Point" means the physical point at which electrical interconnection is made between the Facility and the Interconnection Provider's System. *[Typically, the Electric Interconnection Point for a dedicated facility is also the Point of Delivery and is located at the connection of the transmission conductor to Seller's dead end structure at the existing point of injection into the existing transmission system.]*

"Electric Metering Device(s)" means all metering and data processing equipment used to measure, record, or transmit data relating to the Solar Energy output from the Facility. Electric Metering Devices include the metering current transformers ("CTs") and the metering voltage transformers ("VTs"). *(Seller may be responsible for ownership of Electric Metering Devices for generating units not directly interconnected to the Company system.)*

"Eligible Energy Resource" means any resource that qualifies as a renewable energy resource eligible to be certified to receive, claim, own or use Renewable Energy Credits pursuant to the protocols and procedures developed and approved by the MPUC in the REC Registration Program.

"Emergency" means an emergency condition as defined under the Interconnection Agreement.

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

"Event of Default" shall have the meaning set forth in Article 12.

"Expected Solar Irradiation" for any 12-month period means the annual average solar irradiation values for *[nearest site located in the National Solar Radiation Data Base 1990 – 2005 Update]* in the National Solar Radiation Data Base 1990-2005 Update. The Expected Solar Irradiation (global horizontal) is __ kWh/m²/yr, the Expected Solar Irradiation (direct normal) is __ kWh/m²/yr, and the Expected Solar Irradiation (global diffuse) is __ kWh/m²/yr.

"Facility" means Seller's solar electric generating facility and Seller's Interconnection Facilities, as identified and described in Article 3 and Exhibit B to this PPA, including all of the following, the purpose of which is to produce electricity and deliver such electricity to the Electric Interconnection Point: Seller's equipment, buildings, all of the generation facilities, including generators, turbines, step-up transformers, output breakers, facilities necessary to connect to the Electric Interconnection Point, protective and associated equipment, improvements, and other

tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the Solar Energy subject to this PPA.

“Facility Financing” means the obligations of Seller to any lender and/or equity investor pursuant to the Financing Documents, including principal of, premium and interest on indebtedness, fees, expenses or penalties, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims or interest due with respect to any of the foregoing and any amount of cash and tax attributes allocated to Facility Financing Party.

“Facility Financing Party” means, collectively, any lender(s) providing any Facility Financing and any successor(s) or assigns thereto.

“Facility Financing Party Consent” shall have the meaning set forth in Section 19.2.

“FERC” means the Federal Energy Regulatory Commission or any successor agency.

“Financing Documents” means the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, equity contribution agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge, construction and/or permanent debt and/or equity financing for the Facility, including any credit enhancement, credit support, working capital financing, or refinancing documents, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Seller in connection with development, construction, ownership, leasing, operation or maintenance of the Facility.

“Force Majeure” shall have the meaning set forth in Article 14.

“Forced Outage” means any condition at the Facility that requires more than 10% of Total Facility Capacity to be immediately and completely shut down from service, another outage state, or a reserve shutdown state. This type of outage results from immediate mechanical/electrical/hydraulic control system trips and operator-initiated trips in response to Facility conditions and/or alarms.

“Good Utility Practice(s)” means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the solar electric power generation industry, MRO and/or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer’s recommendations,

reliability, safety, environmental protection, economy, and expedition. With respect to the Facility, Good Utility Practice(s) includes taking reasonable steps to ensure that:

(A) equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Facility's needs;

(B) sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Facility properly, efficiently, and in coordination with Company and are capable of responding to reasonably foreseeable Emergency conditions whether caused by events on or off the Site;

(C) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;

(D) appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(E) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the interconnected system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAr) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits;

(F) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and Emergency conditions; and

(G) equipment, components, and processes are appropriately permitted with any local, state, or federal Governmental Authority and are operated and maintained in accordance with applicable permit and regulatory requirements.

"Governmental Authority" means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

"Hazardous Materials" means any substance, material, gas, or particulate matter that is regulated by any local governmental authority, any applicable State, or the United States of America, as an environmental pollutant or dangerous to public health, public welfare, or the natural environment including, without limitation, protection

of non-human forms of life, land, water, groundwater, and air, including any material or substance that is (i) defined as “toxic,” “polluting,” “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “solid waste” or “restricted hazardous waste” under any provision of local, state, or federal law; (ii) petroleum, including any fraction, derivative or additive; (iii) asbestos; (iv) polychlorinated biphenyls; (v) radioactive material; (vi) designated as a “hazardous substance” pursuant to the Clean Water Act, 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1251); (vii) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6901); (viii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601); (ix) defined as a “chemical substance” under the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (15 U.S.C. §2601); or (x) defined as a pesticide under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.* (7 U.S.C. §136).

“Interconnection Agreement” means the separate agreement between Seller and the Interconnection Provider for interconnection of the Facility to the Interconnection Provider’s System, as such agreement may be amended from time to time.

“Interconnection Facilities” means Interconnection Provider’s Interconnection Facilities and Seller’s Interconnection Facilities.

“Interconnection Provider” means collectively (i) the entity that is responsible under the Interconnection Agreement for providing the transmission lines, Interconnection Provider’s Interconnection Facilities and other equipment and facilities with which Facility Interconnect at the Interconnection Point.

“Interconnection Provider’s Interconnection Facilities” means the facilities necessary to connect Interconnection Provider’s existing electric system to the Electric Interconnection Point, including breakers, bus work, bus relays, and associated equipment installed by the Interconnection Provider for the direct purpose of interconnecting the Facility, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities. Arrangements for the installation and operation of the Interconnection Provider’s Interconnection Facilities shall be governed by the Interconnection Agreement.

“Interconnection Provider’s System” means the contiguously interconnected electric transmission and sub-transmission facilities, including Interconnection Provider’s Interconnection Facilities, over which the Interconnection Provider has rights (by ownership or contract) to provide bulk transmission of capacity and energy from the Electric Interconnection Point.

“kW” means kilowatt.

"kWh" means kilowatt hour.

"MISO" means the Midwest Independent System Operator, Inc., a nonprofit Delaware corporation, or successor organization.

"MISO Tariff" means the MISO Open Access System Transmission, Energy and Operating Reserves Market Tariff, as amended from time to time.

"MW" means megawatt or one thousand kW.

"MWh" means megawatt hours.

"MPUC" means the Minnesota Public Utilities Commission or any successor agency.

"NERC" means the North American Electric Reliability Council or any successor organization.

"Operating Committee" means one representative each from Company and Seller pursuant to Section 10.3.

"Operating Procedures" means those procedures developed pursuant to Section 10.4, if any.

"Operating Records" means all agreements associated with the Facility, operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, whether in printed or electronic format, that the Seller uses or maintains for the operation of the Facility.

"Point of Delivery" means the electric system point at which Seller makes available to Company and delivers to Company the Solar Energy being provided by Seller to Company under this PPA. The Point of Delivery shall be specified in Exhibit B to this PPA. *[Typically, the Point of Delivery for a dedicated facility is also the Electric Interconnection Point and is located at the connection of the transmission conductor to the Seller's dead end structure at the point of injection into the existing transmission system.]*

"PPA" means this Solar Energy Purchase Agreement between Seller and Company, including the Exhibits attached hereto.

"REC Registration Program" means any State, regional, or federal program established to register Eligible Energy Resources and create and certify REC's arising from energy generated from such Resource, including any rights associated with any renewable energy information or tracking system that exists or may be established by Applicable Law with regard to monitoring, registering, tracking, certifying, or trading such credits.

“Renewable Energy Credit” or “RECs” means any contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of capacity and/or electric energy generated from an Eligible Energy Resource, including any and all environmental air quality credits, benefits, emissions reductions, off-sets, allowances, or other benefits as may be created or under any existing or future statutory or regulatory scheme (federal, state, or local) by virtue of or due to the Facility’s actual energy production or the Facility’s energy production capability because of the Facility’s environmental or renewable characteristics or attributes, including any Renewable Energy Credits or similar rights arising out of or eligible for consideration in the REC Registration Program. For the avoidance of doubt, RECs exclude (i) any local, state or federal depreciation deductions or other tax credits providing a tax benefit to Seller based on ownership of, or energy production from, any portion of the Facility, including the investment tax credit that may be available to Seller with respect to the Facility under Applicable Laws, and (ii) depreciation and other tax benefits arising from ownership or operation of the Facility unrelated to its status as a generator of renewable or environmentally clean energy.

“Replacement Power Costs” means the costs incurred by Company, after the Commercial Operation Date, that are necessary to replace the Renewable Energy that Seller was required to provide under this PPA, but failed to so provide, less the sum of any payments from Company to Seller, under this PPA, that were eliminated as a result of such failure; *provided, however*, that the net amount shall never be less than zero in any hour and if the calculation for any hour results in a number less than zero, the number for such hour shall be deemed to be zero. Replacement Power Costs shall be determined in accordance with the following formula:

Replacement Power Costs = A + B – C, where

“A” is the weighted average product of the MWh for which Replacement Power Costs are owed and the price for energy at the Transmission Authority’s LMP for such applicable period where such weighted average is computed based upon the Potential Energy that the Facility would be expected to produce during such applicable period;

“B” is the product of the number of MWh of energy for which Replacement Power Costs are owed and the actual cost of registered RECs for that number of MWh; and

“C” is the product of the number of MWh for which Replacement Power Costs are owed and the Renewable Energy Payment Rate.

“Security Fund” means the letter of credit, guaranty and/or other collateral that Seller is required to establish and maintain, pursuant to Section 11.1, as security for Seller’s performance under this PPA.

“Seller’s Interconnection Facilities” means the equipment between the high side disconnect of the step-up transformer and the Electric Interconnection Point, including all related relaying protection and physical structures as well as all transmission facilities required to access the Interconnection Provider’s System at the Electric Interconnection Point, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities. On the low side of the step-up transformer it includes Seller’s metering, relays, and load control equipment as provided for in the Interconnection Agreement. This equipment is located within the Facility and is conceptually depicted in Exhibit B to this PPA.

“Site” means the parcel of real property on which the Facility will be constructed and located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the Facility. The Site is more specifically described in Section 3.2 and Exhibit B to this PPA.

“Solar Energy” means the electric energy generated from the Facility and delivered to the Point of Delivery as measured by the Electric Metering Devices installed pursuant to Section 5.2. Solar Energy shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

“Solar Energy Payment Rate” means the rate as shown in Exhibit I.

“Solar Units” means the equipment necessary for the Facility to collect sunlight at the Site and convert it into electricity or thermal energy. Solar Units includes photovoltaic arrays, mirrors, lenses, and tracking devices.

“System Control Center” or “SCC” means Company’s merchant representative(s) responsible for dispatch of generating units, including the Facility.

“Term” means the period of time during which this PPA shall remain in full force and effect, and which is further defined in Article 2.

“Test Energy” means that energy which is produced by the Facility, delivered to Company at the Point of Delivery, and purchased by Company, pursuant to Section 4.10, in order to perform testing of the Facility prior to Commercial Operation.

“Ultimate Parent Entity” of Seller shall have the meaning set forth under Section 7A of the Clayton Act, 15 U.S.C. 18a, aka the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

Article 2 - Term and Termination{tc "Article 2 - Term and Termination" \f C \l 1}

This PPA shall become effective as of the date of its execution, and shall remain in full force and effect until the *[term defined in proposal]* anniversary of COD, subject to

early termination or any extension provisions set forth herein. Applicable provisions of this PPA shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for: final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this PPA, repayment of principal and interest associated with security funds, and the indemnifications specified in this PPA. *[Early termination and extension options may be established per terms of the RFP and individual bids.]*

Article 3 - Facility Description{tc "Article 3 - Facility Description" \f C \l 1}

3.1 Summary Description{tc "3.1 Summary Description" \f C \l 2}. Seller shall construct, own, operate, and maintain the Facility, which shall consist of *[describe technology, e.g. solar panels, solar concentrators, solar thermal steam generator/turbine]* and associated equipment having an aggregate nameplate capacity of approximately ____ MW AC. Exhibit B to this PPA, provides a detailed description of the Facility, including identification of the major equipment and components that will make up the Facility.

3.2 Location{tc "3.2 Location" \f C \l 2}. The Facility shall be located on the Site and shall be identified as Seller's "_____" [Solar Generation] Facility. The address of the Facility is _____. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Electric Interconnection Point and the location of the important ancillary facilities and Interconnection Facilities, is included in Exhibit B to this PPA.

3.3 General Design of the Facility{tc "3.3 General Design of the Facility" \f C \l 2}. Seller shall construct the Facility according to Good Utility Practice(s) and the Interconnection Agreement. During Commercial Operation, Seller shall maintain the Facility according to Good Utility Practice(s). In addition, the Facility shall at all times:

(A) have the required panel space and 125VDC battery supplied voltage to accommodate Company's metering, generator telemetering equipment and communications equipment;

(B) use communication circuits from the Facility to Company's SCC for the purpose of telemetering, supervisory control/data acquisition, and voice communications as required by Company;

(C) have suitable solar radiation meters of types necessary to fully characterize the solar resource and estimate the quantity of Solar Energy subject to Curtailment Energy Payment Rates pursuant to 8.2(A)(1).

[(D) other technology-specific requirements based upon bid.]

Article 4 - Commercial Operation{tc "Article 4 – Commercial Operation" \f C \l 1}

4.1 Commercial Operation{tc "4.1 Commercial Operation" \f C \l 2}. Subject to extension as specifically provided for herein, the Facility shall achieve the Commercial Operation Date, and shall be fully capable of reliably producing and delivering the Solar Energy to be provided under this PPA to Company at the Point of Delivery, no later than the Commercial Operation Milestone; provided, that Seller shall not be obligated to establish a Commercial Operation Date under this PPA that is earlier than the Commercial Operation Milestone, and Company shall not be obligated to establish a Commercial Operation Date under this PPA that is earlier than [three months prior to the Commercial Operation Milestone].

4.2 Construction Milestones{tc "4.2 Construction Milestones" \f C \l 2}. In order to achieve the Commercial Operation Date by the Commercial Operation Milestone, Seller agrees to meet the Construction Milestones set forth in Exhibit A to this PPA.

4.3 Site Report{tc "4.3 Site Report" \f C \l 2}. Seller shall conduct a Phase I environmental investigation of the Site and shall provide Company, within sixty (60) Days following satisfaction (or waiver, if applicable) of all conditions precedent set forth in Article 6, with a copy of the report summarizing such investigation, together with any data or information generated pursuant to such investigation. Seller shall provide to Company, with such report, confirmation from an environmental engineer that the Site has been inspected for Environmental Contamination and that the Site is capable of supporting the development, construction and operation of the Facility.

4.4 Facility Contracts{tc "4.4 Facility Contracts" \f C \l 2}. Seller shall provide to Company, within the time frames specified by the Construction Milestones, redacted copies of the following major contracts which govern the design and construction of the Facility, and the ability of Seller to deliver Solar Energy to Company at the Point(s) of Delivery: contracts for the manufacture, delivery and installation of the generating and step-up transformer; engineering, procurement and construction ("EPC"), or other general contractor, agreements; applicable operating agreements; applicable electric transmission agreement and/or interconnection agreements. Upon reasonable notice and request by Company, Seller shall provide Company with other Facility construction contracts and major engineering drawings. Seller shall also provide Company with reasonable evidence that it has the capability to finance construction of the Facility. Information that is commercially sensitive, confidential or proprietary may be redacted from the documents provided to Company pursuant to this paragraph. Seller shall provide sufficient information for Company to be reasonably assured that Seller has contracted with financially responsible vendors as part of the Facility construction process.

4.5 Progress Reports{tc "4.5 Progress Reports" \f C \l 2}. Commencing upon the execution of this PPA, Seller shall submit to Company, on the first Day of each calendar month until the Commercial Operation Date is achieved, progress reports in a

form reasonably satisfactory to the Parties. These progress reports shall notify Company of the current status of each Construction Milestone.

4.6 Company's Rights During Construction. Company shall have the right to monitor the construction, start-up and testing of the Facility, and Seller shall comply with all reasonable requests of Company with respect to the monitoring of these events. Seller shall cooperate in such physical inspections of the Facility as may be reasonably requested by Company during and after completion of construction. All persons visiting the Facility on behalf of Company shall comply with all of Seller's applicable safety and health rules and requirements. Company's technical review and inspection of the Facility shall not be construed as endorsing the design thereof nor as any warranty of safety, durability, or reliability of the Facility.

4.7 Permits. Seller shall use commercially reasonable efforts to obtain, and shall pay for, all applicable environmental and other permits, licenses and approvals from any Governmental Authority required under applicable law for construction, ownership, operation and maintenance of the Facility ("Applicable Permits"). Company shall have the right to inspect and obtain copies of all Applicable Permits held by Seller. Seller will notify Company of any known scheduled inspections by any Governmental Authority relating to any Applicable Permit.

4.8 Conditions to Commercial Operation. Seller shall notify Company in writing when the Facility has achieved the Commercial Operation Date. This notification is contingent upon verification by Company, including Seller providing evidence reasonably acceptable to Company of the satisfaction or occurrence of all of the conditions set forth in this Section ("Conditions"). Review and approval of such Conditions may occur on an ongoing and incremental basis, pending resolution of any dispute, as such Conditions are satisfied. The Conditions are:

(A) Seller has successfully completed that testing of the Facility which is required by the Financing Documents, the Facility's governmental permits, Seller's operating agreements, Seller's engineering, procurement and construction ("EPC") agreement, and manufacturers' warranties for the commencement of Commercial Operation;

(B) an officer of Seller, familiar with the Facility has certified the designed maximum output of the entire Facility as ___ [bid] MW AC;

(C) the Facility has achieved initial synchronization with the Interconnection Provider's System, and has demonstrated the reliability of its communications systems and communications with Company's SCC;

(D) an independent professional engineer's certification has been obtained by Seller stating that the Facility has been completed in all material respects

(excepting punch list items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this PPA;

(E) Seller has received written confirmation from the Interconnection Provider that (i) Seller is in compliance with the Interconnection Agreement, (ii) the interconnection of the Facility to the Interconnection Provider's System has been completed in accordance with the Interconnection Agreement, (iii) the Facility has operated at the Facility's full output capacity or at a generation level acceptable to the Interconnection Provider, without experiencing any abnormal or unsafe operating conditions on any interconnected system, and (iv) any other testing of the Facility and/or Seller's Interconnection Facilities required by the Interconnection Agreement has been completed satisfactorily;

(F) Seller has made all arrangements and executed all agreements required to deliver the Solar Energy from the Facility to the Point of Delivery in accordance with the provisions of this PPA;

(G) all arrangements for the supply of required electric services to the Facility have been completed by Seller separate from this PPA, are in effect, and are available for the supply of such electric services to the Facility;

(H) the security arrangements meeting the requirements of Article 11 have been established;

(I) certificates of insurance evidencing the coverages required by Article 16 have been obtained and submitted to Company;

(J) Seller has submitted to Company a certificate of an officer of Seller familiar with the Facility after due inquiry stating that all permits, consents, licenses, approvals, and authorizations required to be obtained by Seller from any Governmental Authority to construct and/or operate the Facility in compliance with applicable law and this PPA have been obtained and are in full force and effect, and that Seller is in compliance with the terms and conditions of this PPA in all material respects; and

(K) Seller has made all necessary governmental filings and/or applications for the REC's accreditation with _____ and any other applicable agency.

4.9 Test Energy{tc "4.9 Test Energy" \f C \l 2}. Seller shall coordinate the production and delivery of Test Energy with Company, with such prior notice as Company may reasonably request. Company shall cooperate with Seller to facilitate Seller's testing of the Facility necessary to satisfy the Conditions set forth in Section 4.8, and shall accept delivery of all Test Energy produced by the Facility which has been installed and interconnected in accordance with the Interconnection Agreement, and shall purchase all such Test Energy delivered to the Point of Delivery at a payment rate of \$_____/MWh.

Article 5 – Delivery and Metering**5.1 Delivery Arrangements**

(A) Seller shall be responsible for all interconnection, DC to AC electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm transmission service basis, the Solar Energy and Test Energy from the Facility to Company at the Point of Delivery at the required voltage. Seller shall (i) diligently negotiate an Interconnection Agreement with the Interconnection Provider, (ii) execute and deliver the Interconnection Provider's standard form of Interconnection Agreement, with such changes as are necessary to accommodate the characteristics of the Facility, and (iii) post and maintain any and all security for payment and performance, if, when and for so long as required under the Interconnection Agreement.

(B) Company shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to receive the Solar Energy and Test Energy at the Point of Delivery and deliver such energy to points beyond the Point of Delivery. Subject to Section 8.2, Company may elect, at Company's sole option, whether to obtain and utilize firm transmission service or non-firm transmission service for the delivery of Solar Energy from the Point of Delivery.

5.2 Availability Reporting Seller shall be responsible for providing accurate and timely updates on the current availability of the Facility to Company's SCC.

5.3 Electric Metering Devices

(A) All Electric Metering Devices used to measure the Solar Energy made available to Company by Seller under this PPA and to monitor and coordinate operation of the Facility shall be owned, installed, and maintained by [Company]. If Electric Metering Devices are not installed at the Point of Delivery, meters or meter readings will be adjusted to reflect losses from the Electric Metering Devices to the Point of Delivery. All Electric Metering Devices used to provide data for the computation of payments shall be sealed and only Company shall break the seal when such Electric Metering Devices are to be inspected and tested or adjusted in accordance with this Article. Company shall specify the number, type, and location of such Electric Metering Devices.

(B) Company, at its own expense, shall inspect and test all Electric Metering Devices upon installation and at least annually thereafter. Company shall provide Seller with reasonable advance notice of, and permit a representative of Seller to witness and verify, such inspections and tests, provided, however, that Seller shall not unreasonably interfere with or disrupt the activities of Company and shall comply with all of Company's safety standards. Upon request by Seller, Company shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Seller to inspect or witness the testing of any Electric Metering Device, provided, however, that Seller shall not unreasonably interfere with or disrupt the activities of Company and shall comply with all of Company's safety

standards. The actual expense of any such requested additional inspection of testing shall be borne by Seller, unless upon such inspection or testing an Electric Metering Device is found to register inaccurately by more than the allowable limits established in this Article, in which event the expense of the requested additional inspection or testing shall be borne by Company. If requested by Seller in writing, Company shall provide copies of any inspection or testing reports to Seller.

(C) Seller may elect to install and maintain, at its own expense, backup metering devices ("Back-Up Metering") in addition to those installed and maintained by Company, which installation and maintenance shall be performed in a manner acceptable to Company. Seller, at its own expense, shall inspect and test Seller's Back-Up Metering upon installation and at least annually thereafter. Seller shall provide Company with reasonable advance notice of, and permit a representative of Company to witness and verify, such inspections and tests, provided, however, that Company shall not unreasonably interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. Upon request by Company, Seller shall perform additional inspections or tests of Seller's Back-Up Metering and shall permit a qualified representative of Company to inspect or witness the testing of Seller's Back-Up Metering, provided, however, that Company shall not unreasonably interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. The actual expense of any such requested additional inspection or testing shall be borne by Company, unless, upon such inspection or testing, Seller's Back-Up Metering is found to register inaccurately by more than the allowable limits established in this Article, in which event the expense of the requested additional inspection or testing shall be borne by Seller. If requested by Company in writing, Seller shall provide copies of any inspection or testing reports to Company.

(D) If any Electric Metering Devices, or Seller's Back-Up Metering, are found to be defective or inaccurate outside the bounds of the selected device's manufacturer's performance standards, they shall be adjusted, repaired, replaced, and/or recalibrated as near as practicable to a condition of zero error by the Party owning such defective or inaccurate device and at that Party's expense.

5.4 Adjustment for Inaccurate Meters {tc "5.4 Adjustment for Inaccurate Meters" \f C \l 2}. If an Electric Metering Device, or Seller's Back-Up Metering, fails to register, or if the measurement made by an Electric Metering Device, or Seller's Back-Up Metering, is found upon testing to be inaccurate by more than one percent (1.0%), an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device, or Seller's Back-Up Metering, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(A) In the event that the Electric Metering Device is found to be defective or inaccurate, the Parties shall use Seller's Back-up Metering, if installed, to determine the amount of such inaccuracy, provided, however, that Seller's Back-Up Metering has been tested and maintained in accordance with the provisions of this Article. If Seller's Back-Up Metering is installed on the low side of Seller's step-up

transformer, the Seller's Back-Up metering data shall be adjusted for losses. In the event that Seller did not install Back-Up Metering, or Seller's Back-Up Metering is also found to be inaccurate by more than one percent (1.0%), the Parties shall estimate the amount of the necessary adjustment on the basis of deliveries of Solar Energy from the Facility and to the Point of Delivery during periods of similar operating conditions when the Electric Metering Device was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(B) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Electric Metering Device to the test that found the Electric Metering Device to be defective or inaccurate, or (ii) the one hundred eighty (180) Days immediately preceding the test that found the Electric Metering Device to be defective or inaccurate.

(C) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Company, Company shall use the corrected measurements as determined in accordance with this Article to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Company for this period from such re-computed amount. If the difference is a positive number, the difference shall be paid by Company to Seller; if the difference is a negative number, that difference shall be paid by Seller to Company, or at the discretion of Company, may take the form of an offset to payments due Seller by Company. Payment of such difference by the owing Party shall be made not later than thirty (30) Days after the owing Party receives notice of the amount due, unless Company elects payment via an offset.

Article 6 - Company Conditions Precedent{TC "Article 6 – COMPANY CONDITIONS PRECEDENT" \f C \l 1}

6.1. MPUC Approval.{tc "6.1 MPUC Approval" \f C \l 2}

(A) No later than thirty (30) Days after execution of this PPA, Company may request an affirmative determination from the MPUC that Company's execution of this PPA is consistent with Company's Resource Plan, approved by the MPUC (generally, "MPUC Approval"). Company shall use commercially reasonable efforts to obtain MPUC Approval, and Seller shall cooperate reasonably with Company's efforts to seek MPUC Approval, if Company seeks MPUC Approval. If Company fails to apply for MPUC Approval within thirty (30) Days following the date of this PPA, Company shall be deemed to have waived its rights under this Section 6.1.

(B) In the event that Company applies for MPUC Approval timely under paragraph (A) of this Section, Company shall have the right to terminate this PPA, without any further financial or other obligation to Seller as a result of such termination, by notice to Seller at any time within six (6) months following the date of this PPA, as a consequence of the failure of Company, despite Company's commercially reasonable

efforts, to obtain MPUC Approval without conditions unsatisfactory to Company. Absent such notice of termination by Company on or before the referenced date, Company shall be deemed to have waived its rights under this Section 6.1, and this PPA shall remain in full force and effect thereafter.

6.2. Accounting Matters{tc "6.2 Accounting Matters" \f C \l 2} Company must confirm (in consultation with its auditors) that this PPA will not be considered a capital lease under Statement of Financial Accounting Standards No. 13, or require consolidation of Seller's financial information with Company's financial statements pursuant to FASB Interpretation FIN-46. Company shall have the right to terminate this PPA, without any further financial or other obligation to Seller as a result of such termination, by notice to Seller at any time within ninety (90) Days following the date of this PPA, based upon failure by Company to have the foregoing matters confirmed to its satisfaction.

6.3. Board Approval{tc "6.3 Board Approval" \f C \l 2}. This PPA is subject to review and approval by Company's Board of Directors. Promptly after the date of this PPA, Company shall submit this PPA to its Board of Directors for consideration at its next regularly scheduled board meeting. In the event that the Company Board of Directors fails to affirmatively approve this PPA at such meeting and Company has not otherwise waived this condition in writing, Company shall have the right to terminate this PPA, without any further financial or other obligation to Seller as a result of such termination, by notice to Seller at any time within ten (10) Days following such board meeting.

6.4. [Seller's conditions precedent] {tc "6.4 [Seller's conditions precedent]" \f C \l 2}

Article 7 – Sale and Purchase of Solar Energy{tc "Article 7 – Sale and Purchase of Solar Energy" \f C \l 1}

7.1 Sale and Purchase{tc "7.1 Sale and Purchase" \f C \l 2}. Beginning on the Commercial Operation Date, Seller shall generate from the Facility, deliver to the Point of Delivery, and sell to Company, at the applicable price set forth in Section 8.1, all Solar Energy generated by the Facility. For the avoidance of doubt, except as otherwise expressly provided for herein, this PPA shall not be construed to constitute a 'take or pay' contract and Company shall have no obligation to pay for any energy that has not actually been generated by the Facility, measured by the Electric Metering Device(s), and delivered to Company at the Point of Delivery.

7.2 Contract Capacity{tc "7.2 Contract Capacity" \f C \l 2}. The Contract Capacity provided and sold by Seller and purchased by NSP hereunder shall be all of the Accreditable Capacity of the Facility

7.3 Title and Risk of Loss{tc "7.3 Title and Risk of Loss" \f C \l 2}. As between the Parties, Seller shall be deemed to be in control of the Solar Energy and

Test Energy output from the Facility up to and until delivery and receipt at the Point of Delivery and Company shall be deemed to be in control of such energy from and after delivery and receipt at the Point of Delivery. Title and risk of loss related to the Solar Energy and Test Energy shall transfer from Seller to Company at the Point of Delivery.

7.4 Company's Right to Curtail Energy {tc "7.4 Company's Right to Curtail Energy" \f C \l 2}. Company shall have the right, with notice to Seller, by telephonic communication from the SCC, to curtail the delivery of Solar Energy to Company from the Facility and to the Point of Delivery for any reason, and Seller shall immediately comply with such notification. Company may provide such notification for any reason and in its sole discretion.

Article 8 - Payment Calculations {tc "Article 8 - Payment Calculations" \f C \l 1}

8.1 Energy Payment Rate {tc "8.1 Energy Payment Rate" \f C \l 2}. Commencing on the Commercial Operation Date of the Facility, Company shall pay Seller for Contract Capacity and shall pay Seller for Solar Energy delivered to Company by Seller in each Commercial Operation Year, net of any energy self-generated and concurrently consumed by the Facility, and net of losses prior to the Point of Delivery, for up to one hundred fifteen percent (115%) of the Committed Solar Energy, at a price equal to the applicable Solar Energy Payment Rate. For all Solar Energy delivered by Seller to Company at the Point of Delivery in a Commercial Operation Year in excess of one hundred fifteen percent (115%) of the Committed Solar Energy, Company shall pay Seller at a price equal to _____ of the Solar Energy Payment Rate. For avoidance of doubt, and except as specifically provided for under Section 8.2 below, Company shall not be obligated to make any payment to Seller under this Article 8 for any Solar Energy which, regardless of reason or event of Force Majeure affecting either Party,

- (A) does not qualify as Solar Energy,
- (B) is not measured by the Electric Metering Device(s) installed pursuant to Section 5.2, as such measurement may be adjusted pursuant to Section 5.3, or
- (C) is not delivered to Company at the Point of Delivery.

8.2 Curtailment Energy Payment Rate {tc "8.2 Curtailment Energy Payment Rate" \f C \l 2}.

(A) If (i) delivery of Solar Energy is curtailed by Company pursuant to Section 7.3, or (ii) Company elects to utilize non-firm transmission service(s) to deliver Solar Energy from the Point of Delivery to Company load, and deliveries of Solar Energy to Company are curtailed as a result of the curtailment of such non-firm transmission service(s) by the Interconnection Provider, then

(1) the Parties shall determine the quantity of Solar Energy that would have been produced by the Facility and delivered to the Point of Delivery had its generation not been so curtailed ("Curtailed Energy") and

(2) Company shall pay to Seller for such Curtailed Energy all amounts that Seller would have received from Company under this PPA had production not been so curtailed.

[Add formula]

(B) Notwithstanding anything in this Article 8 to the contrary, and for avoidance of doubt, no payment shall be due Seller under paragraph (A) above for curtailments of delivery of Solar Energy resulting from

(1) an Emergency,

(2) any notification from Company's SCC, pursuant to Section 7.3, requiring Seller to curtail deliveries of Solar Energy if Seller has failed to maintain in full force and effect any permit, consent, license, approval, or authorization from any Governmental Authority required by law to construct and/or operate the Facility.

Article 9 - Billing and Payment

9.1 Billing Invoices.

(A) The billing period under this PPA shall be the calendar month. No later than fifteen (15) Business Days after the end of each month, Company shall provide to Seller, by first-class mail, a statement showing the payment amount due Seller by Company for the power provided by Seller and purchased by Company, under this PPA, during the previous calendar month billing period. The statement will show metered energy from the Facility, all billing parameters, rates and factors, and any other data reasonably pertinent to the calculation of monthly payments due to Seller.

(B) After receiving the statement of payments due Seller provided by Company pursuant to paragraph 9.1(A), Seller shall provide to Company, by first-class mail, an invoice for the amount due Seller by Company, under this PPA, for the billing period covered by the statement. Seller's invoice shall be in such form as Company may reasonably request from time to time. If Seller disputes any amount in the statement provided by Company, Seller shall include with Seller's invoice an explanation of the items in dispute, as well as all supporting documentation upon which Seller relies to dispute the Company statement. Billing disputes shall be resolved in accordance with Section 9.5.

9.2 Metered Billing Data. All billing data based on metered deliveries to Company shall be collected by the Electric Metering Device(s) in accordance with Article 5.

9.3 Reactive Power Service Compensation{tc "9.3 Reactive Power Service Compensation" \f C \l 2}. The Parties recognize that, although Seller's obligation to provide reactive power service from the Facility to Interconnection Provider's System and any compensation Seller receives for such reactive power service are to be set forth in the Interconnection Agreement, the compensation that Seller receives from Company under this PPA includes full compensation for the fixed and variable costs associated with providing such reactive power service. Therefore, Seller shall credit Company monthly, as a separate line item reduction to Seller's invoice, for any compensation that Seller receives, apart from that provided under this PPA, for the provision of reactive power service from the Facility during the Term of this PPA. Such credit shall differentiate, if possible, between compensation provided for the fixed costs and the variable costs of providing reactive power service.

9.4 Payments{tc "9.4 Payments" \f C \l 2}. Unless otherwise specified herein, payments due under this PPA shall be due and payable by check or by electronic funds transfer, as designated by the owed Party, on or before the fifteenth (15th) Business Day following receipt of the billing invoice. Remittances received by mail will be considered to have been paid when due if the postmark indicates the payment was mailed on or before the fifteenth (15th) Business Day following receipt of the billing invoice. If the amount due is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to one hundred twenty-five percent (125%) of the LIBOR three-month rate published on the date of the invoice in *The Wall Street Journal* (or, if *The Wall Street Journal* is not published on that Day, the next succeeding date of publication). If the due date occurs on a Day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

9.5 Billing Disputes{tc "9.5 Billing Disputes" \f C \l 2}.

(A) Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice due date. To resolve any billing dispute, the Parties shall use the procedures set forth in Section 13.10. When the billing dispute is resolved, the Party owing shall pay the amount owed within five (5) Business Days of the date of such resolution, with late payment interest charges calculated on the amount owed in accordance with the provisions of Section 9.4.

(B) In the event that (i) the creditworthiness of one Party (the "Affected Party") becomes impaired to such extent that the other Party (the "Claimant") has objective, commercially reasonable grounds to believe that the Affected Party's continued ability to perform this PPA as and when due is in material doubt, and (ii) there exist one or more bona fide billing or other disputes under this PPA, in connection with which the Claimant alleges in good faith that the Affected Party owes the Claimant more than \$1,000,000 in the aggregate (net of undisputed amounts owed by the Claimant to the Affected Party), the Affected Party shall, within thirty (30) Days following

request therefor by the Claimant, deposit the net amount in dispute into a separate escrow account at a mutually acceptable Issuer (the "Escrow Account") pursuant to a mutually acceptable Escrow Agreement consistent with this Section. The Escrow Account shall be owned by the Affected Party but the Claimant shall hold a first and exclusive perfected security interest therein to secure the obligation of the Affected Party to pay the amount(s) in dispute if and to the extent that the dispute(s) are eventually resolved in favor of the Claimant. If, as and when the related disputes are resolved, amounts owed to the Claimant (if any) shall be paid out of the Escrow Account and the balance shall be released to the Affected Party. Funds held in any Escrow Account may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three months or less, with all investment income thereon to be taxable to, and to accrue for the benefit of, the Affected Party. All fees and expenses of the Issuer holding any Escrow Account shall be paid by the Claimant.

9.6 Netting. {tc "9.6 Netting" \f C \l 2}

(A) Company at any time may offset against any and all amounts that may be due and owed to Seller under this PPA, any and all liquidated amounts, including damages and other payments, that are owed by Seller to Company pursuant to this PPA or are past due under other accounts or agreements Seller has with Company for other goods or services. Undisputed and non-offset portions of amounts invoiced under this PPA shall be paid on or before the due date or shall be subject to the late payment interest charges set forth in Section 9.4. { TC \l "2"}

(B) Seller and Company shall net their obligations to each other under this PPA, then such amounts will be aggregated and Seller and Company will discharge their obligations to pay through netting of payments. If the amounts owed by Company or Seller to the other are equal, neither shall be required to make payment under this PPA.

Article 10 - Operations and Maintenance{tc "Article 10 - Operations and Maintenance" \f C \l 1}

10.1 Maintenance Schedule.{tc "10.1 Maintenance Schedule" \f C \l 2} Maintenance schedule requirements for the Facility shall be communicated to Company in advance.

10.2 Facility Operation{tc "10.2 Facility Operation" \f C \l 2}. Seller shall staff, control, and operate the Facility consistent at all times with Good Utility Practice(s) and any Operating Procedures developed pursuant to Section 10.4. Personnel capable of starting, operating, and stopping the Facility shall be continuously available, either at the Facility, or capable of remotely starting, operating, and stopping the Facility within ten (10) minutes and capable of being at the Facility with no more than thirty (30) minutes notice. In all cases personnel capable of starting, operating and stopping the Facility shall be continuously reachable by phone or pager.

10.3 Outage and Performance Reporting {tc "10.3 Outage and Performance Reporting" \f C \l 2}.

(A) Seller shall comply with all current Company and NERC generating unit outage reporting requirements, as they may be revised from time to time, and as they apply to the Facility.

(B) When Forced Outages occur, Seller shall notify Company's SCC of the existence, nature, and expected duration of the Forced Outage as soon as practical, but in no event later than one (1) hour after the Forced Outage occurs. Seller shall immediately inform Company's SCC of changes in the expected duration of the Forced Outage unless relieved of this obligation by Company's SCC for the duration of each Forced Outage.

(C) Commencing upon COD and continuing through the Term, Seller shall electronically provide the energy production from the Facility in two (2) minute intervals, 24x365 ("Production Data") to Company and allow Company to disclose such Production Data publicly.

10.4 Operating Committee and Operating Procedures {tc "10.4 Operating Committee and Operating Procedures" \f C \l 2}.

(A) Company and Seller shall each appoint one representative and one alternate representative to act in matters relating to the Parties' performance obligations under this PPA and to develop operating arrangements for the generation, delivery and receipt of Solar Energy hereunder. Such representatives shall constitute the Operating Committee, and shall be specified as Exhibit C. The Parties shall notify each other in writing of such appointments and any changes thereto. The Operating Committee shall have no authority to modify the terms or conditions of this PPA.

(B) Prior to the Commercial Operation Date, the Operating Committee may develop mutually agreeable written Operating Procedures which shall include methods of day-to-day communications; metering, telemetering, telecommunications, and data acquisition procedures; key personnel list for applicable Company and Seller operating centers; operations and maintenance scheduling and reporting; Solar Energy reports; unit operations log; and such other matters as may be mutually agreed upon by the Parties.

10.5 Access to Facility {tc "10.5 Access to Facility" \f C \l 2}. Appropriate representatives of Company shall at all reasonable times, including weekends and nights, and with reasonable prior notice, have access to the Facility to read meters and to perform all inspections, maintenance, service, and operational reviews as may be appropriate to facilitate the performance of this PPA. While at the Facility, such representatives shall observe such reasonable safety precautions as may be required by Seller and shall conduct themselves in a manner that will not interfere with the operation of the Facility.

10.6 Environmental Credits{tc "10.6 Environmental Credits" \f C \l 2}. The Parties acknowledge that existing legislation creates and future legislation or regulation may create value in the ownership, use or allocation of RECs. To the full extent allowed by law, Company shall own or be entitled to claim all RECs to the extent such credits may exist or accrue during the Term, or as they may accrue following the Term by virtue of Solar Energy generated during the Term (including RECs generated in connection with Test Energy). To the extent necessary, Seller shall assign to Company all rights, title and authority for Company to register, own, hold and manage such credits in Company's own name and to Company's account, including any rights associated with any renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such credits. Upon the request of Company from time to time, at no cost to Company, (i) Seller shall deliver or cause to be delivered to Company such attestations / certifications of all Solar Energy Credits, and (ii) Seller shall provide full cooperation in connection with Company's registration and certification of Solar Energy Credits.

10.7 Capacity Accreditation{tc "10.7 Capacity Accreditation" \f C \l 2}. The Contract Capacity shall be Accreditable Capacity. Seller shall register the Facility as a Generation Resource and perform the necessary calculations in compliance with MISO requirements for capacity accreditation of the Facility. All MISO required testing shall be conducted at Seller's expense in accordance with MISO guidelines.

Article 11 - Security for Performance{tc "Article 11 - Security for Performance" \f C \l 1}

11.1 Security Fund{tc "11.1 Security Fund" \f C \l 2}.

(A) Seller shall establish, fund, and maintain a Security Fund, pursuant to the provisions of this Article 11, which shall be available to pay any amount due Company pursuant to this PPA, and to provide Company security that Seller will construct the Facility to meet the Construction Milestones. The Security Fund shall also provide security to Company to cover damages, including Replacement Energy Costs, should the Facility fail to achieve the Commercial Operation Date or otherwise not operate in accordance with this PPA. Seller shall establish the Security Fund at a level of [\$150/kW of nameplate capacity] no later than thirty (30) Days following satisfaction (or if applicable, waiver by Company) of the conditions precedent set forth in Article 6 above, and shall maintain the Security Fund at such required level throughout the remainder of the Term. Seller shall replenish the Security Fund to such required level within fifteen (15) Business Days after any draw on the Security Fund by Company.

(B) In addition to any other remedy available to it, Company may, before or after termination of this PPA, draw from the Security Fund such amounts as are necessary to recover amounts owing to Company pursuant to this PPA, including any damages due to Company and any amounts for which Company is entitled to indemnification under this PPA. Company may, in its sole discretion, draw all or any

part of such amounts due to it from any form of security to the extent available pursuant to this Section 11.1, and from all such forms, and in any sequence Company may select. Any failure to draw upon the Security Fund or other security for any damages or other amounts due to Company shall not prejudice Company's rights to recover such damages or amounts in any other manner.

(C) The Security Fund shall be maintained at Seller's expense, shall be originated by or deposited in a financial institution or company ("Issuer") acceptable to Company, and prior to COD shall be in the form of one or more of the following instruments:

(1) An irrevocable standby letter of credit or a performance bond, in the form and substance of Exhibit F and acceptable to Company, from an Issuer with an unsecured bond rating (unenhanced by third-party support) equivalent to A- or better as determined by both Standard & Poor's and Moody's (or if either one or both are not available, equivalent ratings from alternate rating sources acceptable to Company). In addition, if such unsecured bond rating of the Issuer is exactly equivalent to A-, the Issuer must not be on credit watch or have a negative outlook by a rating agency. Security provided in this form shall be consistent with this PPA and include a provision for at least thirty (30) Days advance notice to Company of any expiration or earlier termination of the security so as to allow Company sufficient time to exercise its rights under said security if Seller fails to extend or replace the security. The form of such security must meet Company's requirements to ensure that claims or draw-downs can be made unilaterally by Company in accordance with the terms of this PPA. Such security must be issued for a minimum term of three hundred and sixty (360) Days. Seller shall cause the renewal or extension of the security for additional consecutive terms of three hundred and sixty (360) Days or more (or, if shorter, the remainder of the Term) no later than thirty (30) Days prior to each expiration date of the security. If the security is not renewed or extended as required herein, Company shall have the right to draw immediately upon the security and to place the amounts so drawn, at Seller's cost and with Seller's funds, in an interest bearing escrow account in accordance with sub-paragraph (2) below, until and unless Seller provides a substitute form of such security meeting the requirements of this Article 11. Security in the form of an irrevocable standby letter of credit shall be governed by the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Brochure No. 500 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including Articles 13(b) and 17 of the UCP, in which case the terms of the Letter of Credit shall govern. The following provisions shall be included in any letter of credit provided as or as part of the Security Fund:

"With respect to Article 13(b) of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking Days following the date of its receipt of documents from the beneficiary, to examine the documents and determine whether to

take up or refuse the documents and to inform the beneficiary accordingly.

In the event of an Act of God, riot, civil commotion, insurrection, war or any other cause beyond our control that interrupts our business and causes the place for presentation of this Letter of Credit to be closed for business on the last Day for presentation, the expiry date of this Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar Days after the place for presentation reopens for business.”

(2) United States currency, deposited with an Issuer, in which Company holds a first and exclusive perfected security interest, either: (i) in an account under which Company is designated as beneficiary with sole authority to draft from the account or otherwise access the security; or (ii) held by Issuer as escrow agent with instructions to pay claims made by Company pursuant to this PPA, such instructions to be in a form satisfactory to Company. Security provided in this form shall include a requirement for immediate notice to Company from Issuer and Seller in the event that the sums held as security in the account or trust do not at any time meet the required level for the Security Fund as set forth in this Section 11.1. Funds held in the account may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three months or less, with all investment income thereon to be taxable to, and to accrue for the benefit of, Seller. After the Commercial Operation Date is achieved, annual account sweeps for recovery of interest earned by the Security Fund shall be allowed by Seller. At such times as the balance in the escrow account exceeds the amount of Seller’s obligation to provide security hereunder, Company shall remit to Seller on demand any excess in the escrow account above Seller’s obligations.

Following COD, the Security Fund also may consist of a guaranty substantially in the form of Exhibit H, from an Issuer with a senior unsecured credit rating (unenhanced by third-party support) equivalent to BBB+ or better as determined by both Standard & Poor’s and Moody’s (or if either one or both are not available, equivalent ratings from alternate rating sources acceptable to Company). In addition, if such senior unsecured credit rating of the Issuer is exactly equivalent to BBB+, the Issuer must not be on credit watch or have a negative outlook by a rating agency. Company may reevaluate from time to time the value of any guaranty posted by Seller for possible downgrade or for other negative circumstances. If the credit rating of the Issuer is downgraded or Company otherwise has commercially reasonable grounds to believe that there has been a material adverse change in the creditworthiness of the Issuer, then Seller shall be required to convert the guarantee provided by such Issuer to a Security Fund instrument meeting the criteria set forth in either sub-paragraph (1) or sub-paragraph (2) above no later than thirty (30) Days after receiving notice from Company that such conversion is required pursuant to this paragraph.

Seller may change the form of the Security Fund at any time and from time to time upon reasonable prior notice to Company, but the Security Fund must at all times be consistent with the foregoing.

(D) Promptly (i) following the end of the Term and the completion of all of Seller's obligations under this PPA, or (ii) upon Company's exercise of its right to terminate this PPA pursuant to Article 6, Company shall release the balance of the Security Fund (including any accumulated interest, if applicable) to Seller.

(E) Seller shall reimburse Company for the incremental direct expenses (including the reasonable fees and expenses of counsel) incurred by Company in connection with the preparation, negotiation, execution and/or release of any security instruments, and other related documents, used by Seller to establish and maintain the Security Fund pursuant to Seller's obligations under this Section 11.1.

Article 12 - Default and Remedies

12.1 Events of Default of Seller

(A) Any of the following shall constitute an Event of Default of Seller upon its occurrence and no cure period shall be applicable:

- (1) Seller's dissolution or liquidation;
- (2) Seller's assignment of this PPA or any of its rights hereunder for the benefit of creditors (except for an assignment to the Facility Financing Party as security under the Financing Documents as permitted by this PPA);
- (3) Seller's filing of a petition in voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Seller voluntarily taking advantage of any such law or act by answer or otherwise;
- (4) The sale by Seller to a third party, or diversion by Seller for any use, of energy committed to Company by Seller other than in mitigation of damages for any breach by Company of this PPA; and/or
- (5) Seller's actual fraud, waste, tampering with Company-owned facilities or other material intentional misrepresentation or misconduct in connection with this PPA or the operation of the Facility.

(B) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from Company to Seller and the Facility Financing Party:

(1) Seller's failure to meet any of the Construction Milestone(s), except the Commercial Operation Milestone;

(2) Seller's failure to establish and maintain the funding of the Security Fund in accordance with Article 11;

(3) Seller's Abandonment of construction or operation of the Facility;

(4) Seller's failure to make any payment due to Company under or in connection with this PPA;

(5) Seller's default under the Option Agreement, not cured within any cure period therefor provided therein; and/or

(6) Seller's failure to comply with any other material obligation under this PPA, which would result in a material adverse impact on Company.

(C) Seller's failure to meet the Commercial Operation Milestone shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within forty-five (45) Days after the date of written notice from Company to Seller and the Facility Financing Party as provided for in Section 13.1; provided, however, that Seller shall have an additional forty-five (45) Day period to achieve the Commercial Operation Date, provided that, on or before the expiration of the initial forty-five (45) Day period, an independent engineer, mutually agreed to by the Parties, retained by Company and paid for by Seller, provides a written opinion to Company stating that Seller's plan for achieving the Commercial Operation Date is reasonably achievable within such additional forty-five (45) Day cure period. This provision would allow for a total cure period of ninety (90) Days if all conditions of this paragraph are met. Subject to the limitation on damages set forth in Section 12.6, Delay Damages under Section 12.4(A) shall continue accruing until the Commercial Operation Date is achieved, or this PPA is terminated.

(D) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within ninety (90) Days after the date of written notice from Company to Seller and the Facility Financing Party:

(1) Seller's assignment of this PPA, or any change of control of Seller, or Seller's sale or transfer of its interest, or any part thereof, in the Facility, except as permitted in accordance with Article 19;

(2) Any representation or warranty made by Seller in this PPA shall prove to have been false or misleading in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Company; and/or

(3) The filing of an involuntary case in bankruptcy or any proceeding under any other insolvency law against Seller as debtor or its parent or any other Affiliate that could materially impact Seller's ability to perform its obligations hereunder; provided, however, that Seller does not obtain a stay or dismissal of the filing within the cure period.

(E) Seller's failure to deliver at least eighty-five percent (85%) of the Committed Solar Energy from the Facility in any rolling twelve-month period ("Period₁") beginning on or after the first anniversary of COD, shall constitute an Event of Default of Seller upon its occurrence, *provided that*

(1) to the extent such failure is attributable to actual solar irradiation being below the Expected Solar Irradiation for the relevant period as agreed to by the Parties, curtailment by Company under Section 7.4 or an event of Force Majeure, the contribution of such lack of solar resource, curtailment or event of Force Majeure shall be imputed into the calculation of Committed Solar Energy for the purposes of, and only for the purposes of, establishing an Event of Default of Seller under this Section 12.1(E), and

(2) this Event of Default shall be curable and deemed cured if (i) within thirty (30) Days following the end of Period₁, Seller cures the reason(s) for such default (or, if such cure cannot reasonably be effected within 30 Days, Seller commences to cure such default within 30 days and then diligently pursues such cure to completion as soon as practicable thereafter), and (ii) as a result of such efforts, during the twelve-month period subsequent to Period₁, the production of Solar Energy by the Facility (adjusted as provided in paragraph (1)) equals or exceeds ninety-five percent (95%) of the Committed Solar Energy for such period.

Seller shall be permitted to add and/or replace Solar Units on the Site if and to the extent reasonably required to cure Seller's default under this Section 12.1(E). Seller shall keep Company apprised at least monthly of Seller's cure efforts under this Section 12.1(E), if any.

12.2 Facility Financing Party's Right to Cure Default of Seller "12.2 Facility Financing Party's Right to Cure Default of Seller" \f C \l 2}. Seller shall provide Company with a notice identifying the Facility Financing Party and providing appropriate contact information for the Facility Financing Party. Following receipt of such notice, Company shall provide notice of any Event of Default of Seller to the Facility Financing Party, and Company will accept a cure to an Event of Default of Seller performed by the Facility Financing Party, so long as the cure is accomplished within the applicable cure period set forth in this PPA.

12.3 Events of Default of Company {tc "12.3 Events of Default of Company" \f C \ 2}.

(A) Any of the following shall constitute an Event of Default of Company upon its occurrence and no cure period shall be applicable:

(1) Company's dissolution or liquidation provided that division of Company into multiple entities shall not constitute dissolution or liquidation;

(2) Company's assignment of this PPA or any of its rights hereunder for the benefit of creditors; and/or

(3) Company's filing of a voluntary petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any State, or Company voluntarily taking advantage of any such law or act by answer or otherwise.

(B) Any of the following shall constitute an Event of Default of Company upon its occurrence but shall be subject to cure within thirty (30) Days after the date of written notice from Seller to Company:

(1) Company's failure to make any payment due hereunder (subject to Company's rights with respect to disputed payments under Section 9.3 and net of outstanding damages and any other rights of offset that Company may have pursuant to this PPA); and/or

(2) Company's failure to comply with any other material obligation under this PPA, which would result in a material adverse impact on Seller.

(C) Any of the following shall constitute an Event of Default of Company upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from Seller to Company:

(1) The filing of an involuntary case in bankruptcy or any proceeding under any other insolvency law against Company that could materially impact Company's ability to perform its obligations hereunder; provided, however, that Company does not obtain a stay or dismissal of the filing within the cure period;

(2) Company's assignment of this PPA, except as permitted in accordance with Article 19; and/or

(3) Any representation or warranty made by Company in this PPA shall prove to have been false or misleading in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Seller.

12.4 Damages Prior to Termination (c) "12.4 Damages Prior to Termination" of C \ 2}. Upon the occurrence of an Event of Default, and subject in each case to the limitation on damages set forth in Section 12.6, the non-defaulting Party shall have the right to collect damages accruing prior to the termination of this PPA from the defaulting Party as set forth below, and the payment of any such damages accruing prior to the cure of an Event of Default shall constitute a part of the cure.

(A) *Delay Damages.*

(1) If Seller fails to meet any Construction Milestone set forth in Exhibit A, subject to extension for Force Majeure or Delay Conditions attributable to Company under Section 14.4, Seller shall pay damages to Company on account of such delay ("Delay Damages") in the amounts specified below:

<u>Delay</u>	<u>Delay Damages</u>
Failure to meet any Construction Milestone set forth in <u>Exhibit A</u> , except for Commercial Operation Milestone	\$15 per MW of design maximum output per Day
Failure to meet the Commercial Operation Milestone set forth in <u>Exhibit A</u>	\$200 per MW of design maximum output per Day

(2) All Delay Damages shall begin to accrue on the Day after the applicable missed Construction Milestone and shall continue to accrue until the result specified for such Construction Milestone is achieved. Delay Damages shall be payable in lieu of actual damages accrued for the period during which Delay Damages are assessed. All Delay Damages shall be cumulative.

(3) Notwithstanding the foregoing, if Seller meets the Commercial Operation Milestone, all Delay Damages paid by Seller to Company based upon a failure to meet one or more earlier Construction Milestones, less any expense amounts incurred by Company pursuant to Section 12.7, shall be refunded to Seller, without interest, with payments due Seller for the first monthly billing period following the Commercial Operation Date.

(4) The Parties specifically recognize that Company's damages associated with any delays in achieving Construction Milestones will be significant but that it will be difficult to quantify those damages. Delay Damages shall be deemed to constitute liquidated damages and do not constitute a penalty.

(B) *Actual Damages.* For all Events of Default (including failure to achieve the Commercial Operation Milestone, but excluding Seller's failure to meet other Construction Milestones, for which Company shall be entitled to collect Delay

Damages pursuant to Section 12.4(A), subject to Section 14.4), the non-defaulting Party shall be entitled to receive from the defaulting Party all of the damages incurred by the non-defaulting Party in connection with such Event of Default; provided, that if an Event of Default has occurred and has continued uncured for a period of three hundred sixty-five (365) Days, the non-defaulting Party shall be required to either waive its right to collect further damages on account of such Event of Default or elect to terminate this PPA as provided for in Section 12.5. If Seller is the defaulting Party, the Parties agree that the damages recoverable by Company hereunder on account of an Event of Default of Seller shall include Replacement Energy Costs.

12.5 Termination {tc "12.5 Termination" \f C \l 2}. Upon the occurrence of an Event of Default which has not been cured within the applicable cure period, the non-defaulting Party shall have the right to declare a date, which shall be between fifteen (15) and thirty (30) Days after the notice thereof, upon which this PPA shall terminate. Neither Party shall have the right to terminate this PPA except as provided for upon the occurrence of an Event of Default as described above or as otherwise may be explicitly provided for in this PPA. Upon the termination of this PPA under this Section 12.5, the non-defaulting Party shall be entitled to receive from the defaulting Party, subject to the limitation on damages set forth in Section 12.6, all of the damages incurred by the non-defaulting Party in connection with such termination including, if Seller is the defaulting Party, the value of all future Replacement Energy Costs for the then remaining Term.

12.6 Limitation on Damages {tc "12.6 Limitation on Damages" \f C \l 2}. Except as otherwise provided in this Section 12.6 below, (i) Seller's aggregate financial liability to Company for Delay Damages, pursuant to Section 12.4(A), shall not exceed [\$150/kW design maximum output], and (ii) Seller's aggregate financial liability to Company for Replacement Energy Costs and other damages, excluding Delay Damages, shall not exceed [\$150/kW x design maximum output]. If at any time during the Term, Company incurs damages in excess of the limitations set forth above which Seller does not agree to pay when billed by Company in accordance with Section 12.11, Company shall have the right to declare a termination of this PPA under Section 12.5. The limitations on damages set forth in this paragraph shall not apply to damages arising out of any of the following events:

(A) actual fraud, waste, tampering with Company-owned facilities or other material intentional misrepresentation or misconduct sanctioned by, or at the direction of, Seller in connection with this PPA or the operation of the Facility;

(B) the sale by Seller to a third party, or diversion by Seller for any use, of Contract Capacity or Contract Energy committed to Company under this PPA;

(C) Seller's failure to apply any insurance proceeds to reconstruction of the Facility following a casualty;

(D) any claim for indemnification under Article 17;

(E) any Environmental Contamination caused by Seller; or

(F) the filing of an involuntary bankruptcy petition against Seller (other than by Company), which petition is not dismissed within sixty (60) Days of its filing, or the filing of a voluntary petition in bankruptcy by Seller.

12.7 Operation by Company Following Event of Default of Seller{tc "12.7 Operation by Company Following Event of Default of Seller" \f C \l 2}.

(A) Prior to any termination of this PPA due to an Event of Default of Seller, Company shall have the right, but not the obligation, to possess, assume control of, and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations, and interest under this PPA) during the period provided for herein. Seller shall not grant any person, other than the Facility Financing Party, a right to possess, assume control of, and operate the Facility that is equal to or superior to Company's right under this Section 12.7.

(B) Company shall give Seller and the Facility Financing Party ten (10) Days notice in advance of the contemplated exercise of Company's rights under this Section 12.7. Upon such notice, Seller shall collect and have available at a convenient, central location at the Facility all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in accordance with Good Utility Practice. Upon such notice, Company, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Site and the Facility for the purpose of constructing and/or operating the Facility. Seller hereby irrevocably appoints Company as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as Company may reasonably deem necessary or appropriate to exercise Company's step-in rights under this Section 12.7.

(C) Company shall be entitled to immediately draw upon the Security Fund to cover any expenses incurred by Company in exercising its rights under this Section 12.7.

(D) During any period that Company is in possession of and constructing and/or operating the Facility pursuant to this Section 12.7, Company shall perform and comply with all of the obligations of Seller under this PPA and shall use the proceeds from the sale of electricity generated by the Facility to first, reimburse Company for any and all expenses reasonably incurred by Company (including a return on capital at Company's authorized return on equity most recently determined by the MPUC) in taking possession of and operating the Facility, and to second, remit any remaining proceeds to Seller.

(E) During any period that Company is in possession of and operating the Facility, Seller shall retain legal title to and ownership of the Facility and Company shall assume possession, operation, and control solely as agent for Seller.

(1) In the event that Company is in possession and control of the Facility for an interim period, Seller may resume operation and Company shall relinquish its right to operate when Seller demonstrates to Company's reasonable satisfaction that it will remove those grounds that originally gave rise to Company's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this PPA, and (ii) has cured any Events of Default of Seller which allowed Company to exercise its rights under this Section 12.7 (or, if the Event of Default is of such a nature that it cannot be cured by Seller without possession of the Facility, reasonable assurance that Seller will cure such Event of Default promptly following resumption of possession).

(2) In the event that Company is in possession and control of the Facility for an interim period, the Facility Financing Party, or any nominee or transferee thereof, may foreclose and take possession of and operate the Facility and Company shall relinquish its right to operate when the Facility Financing Party or any nominee or transferee thereof, requests such relinquishment.

(F) Company's exercise of its rights hereunder to possess and operate the Facility shall not be deemed an assumption by Company of any liability attributable to Seller. If at any time after exercising its rights to take possession of and operate the Facility Company elects to return such possession and operation to Seller, Company shall provide Seller with at least fifteen (15) Days advance notice of the date Company intends to return such possession and operation, and upon receipt of such notice Seller shall take all measures necessary to resume possession and operation of the Facility on such date.

(G) In the event Company assumes operation of the Facility under this Section 12.7, Company shall operate the Facility in conformance with Good Utility Practice.

12.8 Specific Performance{tc "12.8 Specific Performance" \f C \l 2}. In addition to the other remedies specified in this Article 12, in the event that any Event of Default of Seller is not cured within the applicable cure period set forth herein, Company may elect to treat this PPA as being in full force and effect and Company shall have the right to specific performance. If the breach by Seller arises from a failure by third party operating the Facility pursuant to an operating agreement entered into with Seller, and Seller fails or refuses to enforce its rights under the operating agreement which would result in the cure, or partial cure, of the Event of Default, Company's right to specific performance shall include the right to obtain an order compelling Seller to enforce its rights under the operating agreement.

12.9 Remedies Cumulative{tc "12.9 Remedies Cumulative" \f C \l 2}. Subject to the exclusivity of Delay Damages provided in Section 12.4(A) and the limitations on damages set forth in Section 12.6, each right or remedy of the Parties

provided for in this PPA shall be cumulative of and shall be in addition to every other right or remedy provided for in this PPA, and the exercise, or the beginning of the exercise, by a Party of any one or more or the rights or remedies provided for herein shall not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for herein.

12.10 Waiver and Exclusion of Other Damages{tc "12.10 Waiver and Exclusion of Other Damages" \f C \l 2}. The Parties confirm that the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct, actual damages only. Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages by statute, in tort or contract (except to the extent expressly provided herein); provided, that if either Party is held liable to a third party for such damages and the Party held liable for such damages is entitled to indemnification therefor from the other Party hereto, the indemnifying Party shall be liable for, and obligated to reimburse the indemnified Party for, such damages. To the extent any damages required to be paid hereunder are liquidated, the Parties acknowledge that the damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

12.11 Payment of Amounts Due to Company{tc "12.11 Payment of Amounts Due to Company" \f C \l 2}. Without limiting any other provisions of this Article 12 and at any time before or after termination of this PPA, Company may send Seller an invoice for such damages (including Delay Damages) or other amounts as are due to Company at such time from Seller under this PPA and such invoice shall be payable in the manner, and in accordance with the applicable provisions, set forth in Article 9, including the provision for late payment charges. Company may withdraw funds from the Security Fund as needed to provide payment for such invoice if the invoice is not paid by Seller on or before the tenth (10th) Business Day following the invoice due date.

12.12 Duty to Mitigate{tc "12.12 Duty to Mitigate" \f C \l 2}. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of the PPA.

Article 13 - Contract Administration and Notices{tc "Article 13 - Contract Administration and Notices" \f C \l 1}

13.1 Notices in Writing{tc "13.1 Notices in Writing" \f C \l 2}. Notices required by this PPA shall be addressed to the other Party, including the other Party's representative on the Operating Committee, at the addresses noted in Exhibit C as either Party updates them from time to time by written notice to the other Party. Any notice, request, consent, or other communication required or authorized under this PPA to be given by one Party to the other Party shall be in writing. It shall either be hand

delivered or mailed, postage prepaid, to the representative of said other Party. If mailed, the notice, request, consent or other communication shall be simultaneously sent by facsimile or other electronic means. Any such notice, request, consent, or other communication shall be deemed to have been received by the close of the Business Day on which it was hand delivered or transmitted electronically (unless hand delivered or transmitted after such close in which case it shall be deemed received at the close of the next Business Day). Real-time or routine communications concerning Facility operations shall be exempt from this Section.

13.2 Representative for Notices{tc "13.2 Representative for Notices" \f C \l 2}. Each Party shall maintain a designated representative to receive notices. Such representative may, at the option of each Party, be the same person as that Party's representative or alternate representative on the Operating Committee, or a different person. Either Party may, by written notice to the other Party, change the representative or the address to which such notices and communications are to be sent.

13.3 Authority of Representatives{tc "13.3 Authority of Representatives" \f C \l 2}. The Parties' representatives designated above shall have authority to act for its respective principals in all technical matters relating to performance of this PPA and to attempt to resolve disputes or potential disputes. However, they, in their capacity as representatives, shall not have the authority to amend or modify any provision of this PPA.

13.4 Operating Records{tc "13.4 Operating Records" \f C \l 2}. Seller and Company shall each keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities and WECC in the prescribed format.

13.5 Operating Log{tc "13.5 Operating Log" \f C \l 2}. Seller shall maintain an accurate and up-to-date operating log, in electronic format, at the Facility with records of solar irradiation and energy production for each clock hour; changes in operating status; Forced Outages for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities and WECC in the prescribed format.

13.6 Provision of Real Time Data. {tc "13.6 Provision of Real Time Data" \f C \l 2} Upon request from Company, Seller shall provide real-time electronic access to Company of all solar irradiance and meteorological data collected at the Facility and corresponding unit availability data as well.

13.7 Billing and Payment Records{tc "13.7 Billing and Payment Records" \f C \l 2}. To facilitate payment and verification, Seller and Company shall keep all books and records necessary for billing and payments in accordance with the provisions of Article 9 and grant the other Party reasonable access to those records. All records of

Seller pertaining to the operation of the Facility shall be maintained at the Site or in an office of Seller in the Denver metropolitan area..

13.8 Examination of Records{tc "13.8 Examination of Records" \f C \l 2}. PSCO may audit and examine the Seller's financial, operating procedures, equipment manuals, Operating Records and data kept by the Seller relating to transactions under and administration of this PPA, at any time during the period the records are required to be maintained, from time to time upon request and during normal business hours. By way of example only, Seller shall provide to Company upon request such financial information as PSCO and its auditors may need for analysis and compliance by PSCO's parent with any applicable Financial Accounting Standards, including FIN No. 46 related to variable interest entities.

13.9 Exhibits{tc "13.9 Exhibits" \f C \l 2}. Either Party may change the information for their notice addresses in Exhibit C at any time without the approval of the other Party. Exhibit A, Exhibit B, Exhibit E, and Exhibit F may be changed at any time with the mutual consent of both Parties. Exhibit G may be changed as provided therein. Exhibit D may be changed in accordance with Section 16.2(B).

13.10 Dispute Resolution{tc "13.10 Dispute Resolution" \f C \l 2}.

(A) In the event of any dispute arising under this PPA (a "Dispute"), within ten (10) Days following the delivered date of a written request by either Party (a "Dispute Notice"), (i) each Party shall appoint a representative (individually, a "Party Representative", together, the "Parties' Representatives"), and (ii) the Parties' Representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. In the event the Parties' Representatives cannot resolve the Dispute within thirty (30) Days after commencement of negotiations, within ten (10) Days following any request by either Party at any time thereafter, each Party Representative (I) shall independently prepare a written summary of the Dispute describing the issues and claims, (II) shall exchange its summary with the summary of the Dispute prepared by the other Party Representative, and (III) shall submit a copy of both summaries to a senior officer of the Party Representative's Party with authority to irrevocably bind the Party to a resolution of the Dispute. Within ten (10) Business Days after receipt of the Dispute summaries, the senior officers for both Parties shall negotiate in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within fourteen (14) Days following receipt of the Dispute summaries by the senior officers, either Party may seek available legal remedies.

(B) Notwithstanding any provision in this PPA to the contrary, if no Dispute Notice has been issued within twenty-four (24) months following the occurrence of all events and the existence of all circumstances giving rise to the Dispute (regardless of the knowledge or potential knowledge of either Party of such events and circumstances), the Dispute and all claims related thereto shall be deemed waived and the aggrieved Party shall thereafter be barred from proceeding thereon.

(C) Seller and Company each hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with, this PPA or any course of conduct, course of dealing, statements (whether oral or written) or actions of Seller and Company related hereto and expressly agree to have any disputes arising under or in connection with this PPA be adjudicated by a judge of the court having jurisdiction without a jury.

Article 14 - Force Majeure{tc "Article 14 - Force Majeure" \f C \l 1}

14.1 Definition of Force Majeure{tc "14.1 Definition of Force Majeure" \f C \l 2}.

(A) "Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) was not anticipated as of the date of this PPA, (ii) is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and (iii) which by exercise of due diligence and foresight could not reasonably have been avoided. Force Majeure shall include (a) acts of God; (b) sudden actions of the elements, such as floods, earthquakes, hurricanes or tornadoes, lightning, ice storms, high winds of sufficient strength or duration to materially damage a facility or significantly impair its operation for a period of time longer than normally encountered in similar businesses under comparable circumstances; (c) serial manufacturing and/or design defects in the Wind Turbines or other major components comprising the Facility only in the vent and to the extent that such occurrence is established to constitute a serial defect under Seller's Wind Turbine supply agreement or Construction Contract; (d) long-term material changes in renewable energy flows across the Facility caused by climactic change (e) fire, sabotage, vandalism beyond that which could reasonably be prevented by Seller; terrorism; war; riots; fire; explosion; blockades; insurrection; (f) action or inactions by any Governmental Authority taken after the date hereof (including the adoption or change in any Applicable Laws imposed by such Governmental Authority), but only if such requirements, actions, or failures to act, prevent or delay performances; and (g) inability, despite due diligence, to obtain any licenses, permits, or approval required by any Governmental Authority; *provided, however*, that Force Majeure shall not include: (1) inability, or excess cost, to produce any equipment necessary to perform the obligations of this PPA; (2) acts or omissions of a third party (not under contract to Seller), unless such acts or omissions are themselves excused by reason of Force Majeure; (3) mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment designed to be located in the local vicinity; (4) changes in market conditions; or (5) any labor strikes, showdowns or work stoppage, or other labor disruptions.

(B) Notwithstanding the foregoing, the term Force Majeure does not include (i) inability by Seller to procure Solar Units or any component parts therefor, for any reason (the risk of which is assumed by Seller), (ii) any other acts or omissions of

any third party, including any vendor, materialman, customer, or supplier of Seller, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishaps, events or conditions attributable to normal wear and tear or flaws, unless caused by one of the following: acts of God; sudden actions of the elements, including floods, hurricanes, or tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a Governmental Authority, (iv) failure to abide by Good Utility Practices, (v) changes in market conditions that affect the cost of supplies, or that affect demand or price for power and/or REC's; (vi) any labor strikes, slow downs or stoppages, or other labor disruptions against Seller or Seller's contractors or subcontractors; or (vii) weather events or sudden actions of the natural elements within twenty (20) year normal weather patterns.

14.2 Applicability of Force Majeure {tc "14.2 Applicability of Force Majeure" \f C \ 2}.

(A) Neither Party shall be responsible or liable for any delay or failure in its performance under this PPA, nor shall any delay, failure, or other occurrence or event become an Event of Default, to the extent such delay, failure, occurrence or event is substantially caused by Force Majeure, provided that:

(1) the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;

(2) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

(3) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and

(4) when the non-performing Party is able to resume performance of its obligations under this PPA, that Party shall give the other Party written notice to that effect.

(B) Except as otherwise expressly provided for in this PPA, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this PPA (including payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

14.3 Limitations on Effect of Force Majeure {tc "14.3 Limitations on Effect of Force Majeure" \f C \ 2}. In no event will any delay or failure of performance caused by Force Majeure extend this PPA beyond its stated Term. In the event that any delay or failure of performance caused by Force Majeure affecting Seller continues for an

uninterrupted period of ninety (90) Days from its inception (with respect to Force Majeure occurring prior to COD) or three hundred sixty-five (365) Days from its inception (with respect to Force Majeure occurring after COD), the Party not claiming Force Majeure may, at any time following the end of such period, terminate this PPA upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination.

14.4 Delays Attributable to Company{tc "14.4 Delays Attributable to Company" \f C \l 2}. Seller shall be excused from a failure to meet any specified Construction Milestone where Seller can establish that such a failure is principally attributable to any delay or failure by Company in obtaining any consents or approvals from Governmental Authorities or third parties required for Company to perform its obligations under this PPA, whether or not caused by any conditions or events of Force Majeure ("Delay Conditions"). In the event of such a failure, the Construction Milestone that is not met due to the Delay Condition(s), and any affected Construction Milestones that follow, shall be extended for a period of time equal to the period of time between (i) the Construction Milestone that is not met due to the Delay Condition(s) and (ii) the Day that Company has corrected the Delay Condition(s).

Article 15 – Representations, Warranties and Covenants{tc "Article 15 – Representations, Warranties and Covenants" \f C \l 1}

15.1 Seller's Representations, Warranties and Covenants{tc "15.1 Seller's Representations, Warranties and Covenants" \f C \l 2}. Seller hereby represents and warrants as follows:

(A) Seller is a [corporation, limited liability company, etc.] duly organized, validly existing and in good standing under the laws of the State of Minnesota. Seller is qualified to do business in each other jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller; and Seller has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this PPA.

(B) The execution, delivery, and performance of its obligations under this PPA by Seller have been duly authorized by all necessary corporate action, and do not and will not:

(1) require any consent or approval by any governing body of Seller, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to Company upon its request);

(2) violate any Applicable Law, or violate any provision in any formation documents of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this PPA;

(3) result in a breach or constitute a default under Seller's formation documents or bylaws, or under any agreement relating to the management or affairs of Seller or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which Seller is a party or by which Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this PPA; or

(4) result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this PPA) upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this PPA.

(C) This PPA is a valid and binding obligation of Seller.

(D) The execution and performance of this PPA will not conflict with or constitute a breach or default under any contract or agreement of any kind to which Seller is a party or any judgment, order, statute, or regulation that is applicable to Seller or the Facility.

(E) To the best knowledge of Seller, and except for those permits, consents, approvals, licenses and authorizations identified in Exhibit E, which Seller anticipates will be obtained by Seller in the ordinary course of business, all permits, consents, approvals, licenses, authorizations, or other action required by any Governmental Authority to authorize Seller's execution, delivery and performance of this PPA have been duly obtained and are in full force and effect.

(F) Seller shall comply with all Applicable Laws in effect or that may be enacted during the Term.

(G) Seller shall disclose to Company, the extent of, and as soon as it is known to Seller, any violation of any Applicable Laws arising out of the construction or operation of the Facility, or the presence of Environmental Contamination at the Facility or on the Site, alleged to exist by any Governmental Authority having jurisdiction over the Site, or the existence of any past or present enforcement, legal, or regulatory action or proceeding relating to such alleged violation or alleged presence of Environmental Contamination.

(H) To the full extent authorized by FERC regulations and the FERC standards of conduct, Seller hereby authorizes Company to contact and obtain information concerning the Facility and Interconnection Facilities directly from the Interconnection Provider and to the extent necessary Seller shall provide written notice to the Interconnection Provider confirming such authorization.

(I) As of the COD for the Facility, the Facility shall constitute an Eligible Energy Resource.

15.2 Company's Representations, Warranties and Covenants "15.2 Company's Representations, Warranties and Covenants" ¶ C ¶ 2}. Company hereby represents and warrants as follows:

(A) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota and is qualified in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of Company. Company has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this PPA.

(B) The execution, delivery, and performance of its obligations under this PPA by Company have been duly authorized by all necessary corporate action, and do not and will not:

(1) require any consent or approval of Company's shareholders;

(2) violate any Applicable Law, or violate any provision in any corporate documents of Company, the violation of which could have a material adverse effect on the ability of Company to perform its obligations under this PPA;

(3) result in a breach or constitute a default under Company's corporate charter or bylaws, or under any agreement relating to the management or affairs of Company, or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which Company is a party or by which Company or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Company to perform its obligations under this PPA; or

(4) result in, or require the creation or imposition of, any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this PPA) upon or with respect to any of the assets or properties of Company now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Company to perform its obligations under this PPA.

(C) This PPA is a valid and binding obligation of Company, subject to the contingencies identified in Article 6.

(D) The execution and performance of this PPA will not conflict with or constitute a breach or default under any contract or agreement of any kind to which

Company is a party or any judgment, order, statute, or regulation that is applicable to Company.

(E) To the best knowledge of Company, and except for the MPUC approval(s) identified in Section 6.1, all approvals, authorizations, consents, or other action required by any Governmental Authority to authorize Company's execution, delivery and performance of this PPA, have been duly obtained and are in full force and effect.

Article 16 - Insurance{tc "Article 16 - Insurance" \f C \l 1}

16.1 Evidence of Insurance{tc "16.1 Evidence of Insurance" \f C \l 2}. Seller shall, on or before June 1 of each Commercial Operation Year and pursuant to the corresponding Construction Milestone, provide Company with two copies of insurance certificates acceptable to Company evidencing that insurance coverages for the Facility are in compliance with the specifications for insurance coverage set forth in Exhibit D to this PPA. Such certificates shall (a) name Company as an additional insured (except worker's compensation); (b) provide that Company shall receive thirty (30) Days prior written notice of non-renewal, cancellation of, or significant modification to any of the corresponding policies (except that such notice shall be ten (10) Days for non-payment of premiums); (c) provide a waiver of any rights of subrogation against Company, its Affiliates and their officers, directors, agents, subcontractors, and employees; and (d) indicate that the Commercial General Liability policy has been endorsed as described above. All policies shall be written with insurers that Company, in its reasonable discretion, deems acceptable. All policies shall be written on an occurrence basis, except as provided in Section 16.2. All policies shall contain an endorsement that Seller's policy shall be primary in all instances regardless of like coverages, if any, carried by Company. Seller's liability under this PPA is not limited to the amount of insurance coverage required herein.

16.2 Term and Modification of Insurance{tc "16.2 Term and Modification of Insurance" \f C \l 2}.

(A) All insurance required under this PPA shall cover occurrences during the Term and for a period of two (2) years after the Term. In the event that any insurance as required herein is commercially available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the date of this PPA and such insurance shall be maintained by Seller, with a retroactive date not later than the retroactive date required above, for a minimum of five (5) years after the Term.

(B) Company shall have the right, at times deemed appropriate to Company during the Term, to request Seller to modify the insurance minimum limits specified in Exhibit D in order to maintain reasonable coverage amounts. Seller shall make all commercially reasonable efforts to comply with any such request.

(C) If any insurance required to be maintained by Seller hereunder ceases to be reasonably available and commercially feasible in the commercial

insurance market, Seller shall provide written notice to Company, accompanied by a certificate from an independent insurance advisor of recognized national standing, certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type, geographic location and capacity. Upon receipt of such notice, Seller shall attempt to obtain other insurance that would provide comparable protection against the risk to be insured.

16.3 Application of Proceeds{tc "16.3 Application of Proceeds" \f C \l 2}. Seller shall apply any insurance proceeds to reconstruction of the Facility following a casualty.

Article 17 - Indemnity{tc "Article 17 - Indemnity" \f C \l 1}

17.1 Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party") from and against all third party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to the Indemnified Party's real property and tangible personal property or facilities or the property of any other person or entity to the extent arising out of, resulting from, or caused by an Event of Default under this PPA, violation of any Applicable Laws, or by the negligent or tortious acts, errors, or omissions of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents. The indemnification of third party claims provided under this Section 17(A) is not limited by the limitation on damages set forth in Section 12.6. Nothing in this Section shall enlarge or relieve Seller or Company of any liability to the other for any breach of this PPA. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional acts, errors or omissions caused the damages. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

17.2 Promptly after receipt by a Party of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by such Party and satisfactory to the Indemnified Party, provided, however, that if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which 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 Indemnifying Party's expense, unless a liability insurer is willing to pay such costs.

17.3 If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

17.4 Except as otherwise provided in this Article, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 17, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's actual loss net of any insurance proceeds received by the Indemnified Party following an effort by the Indemnified Party to obtain such insurance proceeds.

Article 18 - Legal and Regulatory Compliance{tc "Article 18 - Legal and Regulatory Compliance" \f C \l 1}

18.1 Each Party shall at all times comply with all applicable laws, ordinances, rules, and regulations applicable to it, except for any non-compliance which, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its commitments hereunder. As applicable, each Party shall give all required notices, shall procure and maintain all necessary governmental permits, licenses, and inspections necessary for performance of this PPA, and shall pay its respective charges and fees in connection therewith. Upon permanent cessation of generation of Solar Energy from the Facility, Seller shall decommission the Facility, remove the Facility and remediate the Site as, if and when required by law

18.2 Each Party shall deliver or cause to be delivered to the other Party certificates of its officers, accountants, engineers or agents as to matters as may be reasonably requested, and shall make available personnel and records relating to the Facility to the extent that the requesting Party requires the same in order to fulfill any regulatory reporting requirements, or to assist the requesting Party in litigation, including administrative proceedings before utility regulatory commissions.

Article 19 - Assignment and Other Transfer Restrictions{tc "Article 19 – Assignment and Other Transfer Restrictions" \f C \l 1}

19.1 No Assignment Without Consent{tc "19.1 No Assignment Without Consent" \f C \l 2}. Except as permitted in this Article 19, neither Party shall assign this PPA or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided (i) at least thirty (30) Days prior notice of any such assignment shall be given to the other Party; (ii) any

assignee shall expressly assume the assignor's obligations hereunder, (iii) no assignment shall relieve the assignor of its obligations hereunder in the event the assignee fails to perform, except as otherwise provided in Section 19.1(B) below; (iii) no assignment shall impair any security given by Seller hereunder; and (iv) before the PPA is assigned by Seller, the assignee must first obtain such approvals as may be required by all applicable regulatory bodies.

(A) Seller's consent shall not be required for Company to assign this PPA to an Affiliate of Company.

(B) In the event that a permitted assignee of Company has or attains an investment grade unsecured bond rating, Seller shall release Company from its obligations under this PPA if Company requests to be so released by notice to Seller.

(C) Company's consent shall not be required for Seller to assign this PPA for collateral purposes to a Facility Financing Party. Seller shall notify Company of any such assignment to the Facility Financing Party no later than thirty (30) Days after the assignment.

19.2 Accommodation of Facility Financing Party. {tc "19.2 Accommodation of Facility Financing Party" \f C \l 2} To facilitate Seller's obtaining of financing to construct and operate the Facility, Company shall provide such consents to collateral assignment, certifications, representations, information or other documents as may be reasonably requested by Seller or the Facility Financing Party in connection with the financing of the Facility (generally, a "Facility Financing Party Consent"). The Facility Financing Party Consent shall include the provisions set forth on Exhibit J and such other terms as the Facility Financing Party may reasonably request that do not adversely affect any of Company's rights, benefits, risks and/or obligations under this PPA. Seller shall reimburse, or shall cause the Facility Financing Party to reimburse, Company for the incremental direct expenses (including the reasonable fees and expenses of counsel) incurred by Company in the preparation, negotiation, execution and/or delivery of any documents requested by Seller or the Facility Financing Party, and provided by Company, pursuant to this Section 19.2.

19.3 Change of Control{tc "19.3Change of Control" \f C \l 2}.

(A) Any direct or indirect change of control of Seller, whether voluntary or by operation of law, shall require the prior written consent of Company, which shall not be unreasonably withheld. No consent of Company shall be required, however, to any change of control resulting from (i) transactions among Affiliates of Seller, or (ii) any exercise by the Facility Financing Party of its rights and remedies under the Financing Documents.

(B) (1) For purposes of this PPA, a "Pending Facility Transaction" means (i) any change of control of Seller, (ii) the issuance by Seller or any of its Affiliates of a request for proposals or the response by Seller or any of its Affiliates to a request for proposal) or similar process (e.g., auction) for the purchase or sale of the

Facility or any group(s) of assets or equity interests which includes the Facility, (iii) the commencement by Seller or any of its Affiliates of substantive negotiations with any third party with respect to the sale of the Facility or any group(s) of assets or equity interests which includes the Facility, and/or (iv) the execution by Seller or any of its Affiliates of any letter of intent, memorandum of understanding or similar document, whether or not legally binding, which contemplates the sale of the Facility or any group(s) of assets or equity interests which includes the Facility. A "Pending Facility Transaction" does not include, however, (I) a change of control involving the Ultimate Parent Entity of Seller, or (II) any transaction in connection with which [*insert name of Seller's immediate Parent*] or Seller offered and Company declined its RoFO rights under the Option Agreement.

(2) Seller shall give to Company at least ninety (90) days' prior notice of any Pending Facility Transaction (a "PFT Notice") in order to provide Company (if Company so elects) with a reasonable opportunity to discuss and negotiate with Seller the possible sale of the Facility to Company. Any PFT Notice shall include a fair summary of Seller's plans with respect to the Facility in connection with the proposed Pending Facility Transaction, to the extent then known by Seller. Seller shall have no obligation to sell nor shall Company have any obligation to purchase the Facility, following any PFT Notice. If Seller and Company do not reach written agreement with respect to the sale and purchase of the Facility within 90 days following a PFT Notice, Seller and its Affiliates shall be free for a period of nine (9) months thereafter, subject only to the requirements of the Option Agreement, to sell the Facility and/or any group(s) of assets or equity interests which includes the Facility, to any third party on any terms and conditions selected by Seller or its Affiliates in its sole discretion. If Seller and its Affiliates have not closed the proposed Pending Facility Transaction within such nine-month period, this Section 19.3(B) shall again apply to any proposed Pending Facility Transaction.

(3) Seller acknowledges that the damages potentially sustainable by Company for any breach of this Section 19.3(B) would be substantial but difficult to calculate with certainty. Accordingly, in the event of any breach by Seller of this Section 19.3(B), in lieu of actual damages, Seller shall pay to Company within thirty (30) days following invoice therefor liquidated damages in the amount of twenty dollars (\$20.00) per kW of aggregate nameplate capacity of the Facility.

19.4 Notice of Facility Financing Party Action {tc "19.4 Notice of Facility Financing Party Action" \f C \l 2}. Within ten (10) Days following Seller's receipt of each written notice from the Facility Financing Party of default, or Facility Financing Party's intent to exercise any remedies, under the Financing Documents, Seller shall deliver a copy of such notice to Company.

19.5 Transfer Without Consent is Null and Void {tc "19.5 Transfer Without Consent is Null and Void" \f C \l 2}. Any change of control or sale, transfer, or assignment of any interest in the Facility or in this PPA made without fulfilling the requirements of this PPA shall be null and void and shall constitute an Event of Default pursuant to Article 12.

19.6 Subcontracting{tc "19.6 Subcontracting" \f C \l 2}. Seller may subcontract its duties or obligations under this PPA without the prior written consent of Company, provided, that no such subcontract shall relieve Seller of any of its duties or obligations hereunder.

Article 20 - Miscellaneous{tc "Article 20 - Miscellaneous" \f C \l 1}

20.1 Waiver{tc "20.1 Waiver" \f C \l 2}. Subject to the provisions of Section 13.10(B), the failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this PPA, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

20.2 Taxes{tc "20.2 Taxes" \f C \l 2}.

(A) [Except as provided for in paragraph 20.2(B),] Seller shall be solely responsible for (i) any and all present or future taxes and other impositions of Governmental Authorities relating to the construction, ownership or leasing, operation or maintenance of the Facility, or any components or appurtenances thereof, including all taxes, fees, allowances, trading credits and other offsets and impositions for wastes and emissions (including carbon-based compounds, oxides of nitrogen and sulphur, mercury and other Hazardous Materials) produced by the Facility and (ii) all *ad valorem* taxes relating to the Facility. Seller's prices under Article 8 are inclusive of such taxes, allowances and credits during the Term.

(B) The Parties shall cooperate to minimize tax exposure; however, neither Party shall be obligated to incur any financial burden to reduce taxes for which the other Party is responsible hereunder. All electric energy delivered by Seller to Company hereunder shall be sales for resale, with Company reselling such electric energy. Company shall obtain and provide Seller with any certificates required by any Governmental Authority, or otherwise reasonably requested by Seller to evidence that the deliveries of electric energy hereunder are sales for resale.

20.3 Fines and Penalties{tc "20.3 Fines and Penalties" \f C \l 2}.

(A) Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors for noncompliance by Seller, its employees, or subcontractors with any provision of this PPA, or any contractual obligation, permit or requirements of law except for such fines, penalties and costs that are being actively contested in good faith and with due diligence by Seller and for which adequate financial reserves have been set aside to pay such fines, penalties or costs in the event of an adverse determination.

(B) If fees, fines, penalties, or costs are claimed or assessed against Company by any Governmental Authority due to noncompliance by Seller with this

PPA, any requirements of law, any permit or contractual obligation, or, if the work of Seller or any of its contractors or subcontractors is delayed or stopped by order of any Governmental Authority due to Seller's noncompliance with any requirements of law, permit, or contractual obligation, Seller shall indemnify and hold Company harmless against any and all losses, liabilities, damages, and claims suffered or incurred by Company, including claims for indemnity or contribution made by third parties against Company, except to the extent Company recovers any such losses, liabilities or damages through other provisions of this PPA.

20.4 Rate Changes. {tc "20.4 Rate Changes" \f C \l 2}

(A) The terms and conditions and the rates for service specified in this PPA shall remain in effect for the term of the transaction described herein. Absent the Parties' written agreement, this PPA shall not be subject to change by application of either Party pursuant to Section 205 or 206 of the Federal Power Act.

(B) Absent the agreement of all Parties to the proposed change, the standard of review for changes to this PPA whether proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting *sua sponte* shall be the "public interest" standard of review set forth in United Gas Pipe Line v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (aka the "Mobile-Sierra doctrine").

20.5 Disclaimer of Third Party Beneficiary Rights{tc "20.5 Disclaimer of Third Party Beneficiary Rights" \f C \l 2}. In executing this PPA, Company does not, nor should it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Seller. Nothing in this PPA shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this PPA.

20.6 Relationship of the Parties{tc "20.6 Relationship of the Parties" \f C \l 2}.

(A) This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in Section 12.7, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

(B) Seller shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform such services, including all federal, state, and local income, social security, payroll, and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by Seller shall be considered employees of Company for any purpose; nor shall Seller represent to any person that he or she is or shall become a Company employee.

20.7 Equal Employment Opportunity Compliance Certification{tc "20.7 Equal Employment Opportunity Compliance Certification" \f C \l 2}. Seller acknowledges that as a government contractor Company is subject to various federal laws, executive orders, and regulations regarding equal employment opportunity and affirmative action. These laws may also be applicable to Seller as a subcontractor to Company. All applicable equal opportunity and affirmative action clauses shall be deemed to be incorporated herein as required by federal laws, executive orders, and regulations, including 41 C.F.R. §60-1.4(a)(1-7).

20.8 Survival of Obligations{tc "20.8 Survival of Obligations" \f C \l 2}. Cancellation, expiration, or earlier termination of this PPA shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination, prior to the term of the applicable Statute of Limitations, including warranties, remedies, or indemnities which obligation shall survive for the period of the applicable statute(s) of limitation.

20.9 Severability{tc "20.9 Severability" \f C \l 2}. In the event any of the terms, covenants, or conditions of this PPA, its Exhibits, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of the PPA and their application not adversely affected thereby shall remain in force and effect; provided, however, that Company and Seller shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this PPA with a view toward effecting the purposes of this PPA by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

20.10 Complete Agreement; Amendments{tc "20.10 Complete Agreement; Amendments" \f C \l 2}. The terms and provisions contained in this PPA constitute the entire agreement between Company and Seller with respect to the Facility and shall supersede all previous communications, representations, or agreements, either verbal or written, between Company and Seller with respect to the sale of Solar Energy from the Facility. This PPA may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto, and provided further, that the Exhibits attached hereto may be changed according to the provisions of Section 13.9.

20.11 Binding Effect{tc "20.11 Binding Effect" \f C \l 2}. This PPA, as it may be amended from time to time pursuant to this Article, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors-in-interest, legal representatives, and assigns permitted hereunder.

20.12 Headings{tc "20.12 Headings" \f C \l 2}. Captions and headings used in this PPA are for ease of reference only and do not constitute a part of this PPA.

20.13 Counterparts{tc "20.13 Counterparts" \f C \l 2}. This PPA may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

20.14 Governing Law{tc "20.14 Governing Law" \f C \l 2}. The interpretation and performance of this PPA and each of its provisions shall be governed and construed in accordance with the laws of the State of Minnesota. The Parties hereby submit to the exclusive jurisdiction of the courts of the State of Minnesota, and venue is hereby stipulated as Minneapolis, Minnesota.

20.15 Press Releases and Media Contact. {tc "20.15 Press Releases and Media Contact" \f C \l 2}. Upon the request of either Party, the Parties shall develop a mutually agreed joint press release to be issued describing the location, size, type and timing of the Facility, the long-term nature of this PPA, and other relevant factual information about the relationship. In the event during the Term, either Party is contacted by the media concerning this PPA or the Facility, the contacted Party shall inform the other Party of the existence of the inquiry, any questions asked, and the substance of any information provided to the media.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this PPA.

Seller:

_____, **LLC**

By: _____
_____, its [Manager]

Company:

Northern States Power Company
a Minnesota corporation

By: _____

By: _____
[name and title]

EXHIBIT A
(to PPA)

CONSTRUCTION MILESTONES

[Bid Specific -- this example is for a photovoltaic plant and may be significantly different for each individual project]

<u>Construction Milestone</u>	<u>Results Seller Must Achieve</u>
<i>[See Section 11.1]</i>	Seller shall establish the Security Fund in accordance with Section 11.1.
month/day/year	Seller shall have achieved closing on financing for the Facility or provided Company with proof of financial capability to construct the Facility.
month/day/year	Seller shall provide Company with evidence of complying with that insurance coverage required prior to the Commercial Operation Date.
month/day/year	Start-up testing of the Facility commences.
month/day/year	The Facility shall achieve Commercial Operation (Commercial Operation Milestone)

EXHIBIT B
(to PPA)
FACILITY DESCRIPTION AND SITE MAPS

Bid Specific

EXHIBIT C
(to PPA)

NOTICE ADDRESSES

Company	Seller
<p>Notices: Thomas A. Imbler, President Commercial Operations Northern States Power Company 1800 Larimer Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7414 Fax: (303) 571-7021</p> <p>Dana Echter Manager, Renewable Purchases Northern States Power Company 1800 Larimer Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7714 Fax: (303) 571-7002</p>	<p>Notices: Blake E. Nixon, President Geronimo Wind Energy, LLC 7650 Edinborough Way, Suite 725 Edina, MN 55435 Phone: (952) 988-9000 Fax: (952) 988-9001</p>
<p>Operating Committee Representative: Dana Echter Manager, Renewable Purchases Northern States Power Company 1800 Larimer Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7714 Fax: (303) 571-7002</p> <p>Alternate: Andy Sulkko Purchased Power Analyst Northern States Power Company 1800 Larimer Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-6529 Fax: (303) 571-7002</p>	<p>Operating Committee Representative: Blake E. Nixon, President Geronimo Wind Energy, LLC 7650 Edinborough Way, Suite 725 Edina, MN 55435 Phone: (952) 988-9000 Fax: (952) 988-9001</p> <p>Alternate: <hr/> Geronimo Wind Energy, LLC 7650 Edinborough Way, Suite 725 Edina, MN 55435 Phone: (952) 988-9000 Fax: (952) 988-9001</p>

EXHIBIT D
(to PPA)

INSURANCE COVERAGE

Note: With projects under 5 MW in size, the complexity, potential exposure and risk of exposure may be considered by Company in establishing specific insurance requirements for the project.

Type of Insurance

Minimum Limits of Coverage

Commercial General Liability (CGL) \$11,000,000 combined single limit each occurrence and commercial umbrella aggregate, where applicable. If CGL insurance contains a general aggregate limit, it shall apply separately to the Facility.

CGL insurance shall be written on ISO occurrence form CG 00 01 01 96 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, contracts, property damage, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), all with limits as specified above. CGL insurance shall include ISO endorsement CG 24 17 (or an equivalent endorsement) which modifies the definition of "Insured contract" to eliminate the exclusion of easement or license agreements in connection with construction or demolition operations on or within 50 feet of a railroad. There shall be no endorsement or modification of the CGL insurance limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Company shall be included as an insured under the CGL policy, using ISO additional insured endorsement CG 20 10 (or a substitute providing equivalent coverage), and under the commercial umbrella insurance. The commercial umbrella insurance shall provide coverage over the top of the CGL insurance, the Business Automobile Liability insurance, and the Employers Liability insurance.

The CGL and commercial umbrella insurance to be obtained by [or on behalf of] Seller shall be endorsed as follows:

Such insurance as afforded by this policy for the benefit of Company shall be primary as respects any claims, losses, damages, expenses, or liabilities arising out of this PPA, and insured hereunder, and any insurance carried by Company shall be excess of and noncontributing with insurance afforded by this policy.

Business Automobile Liability \$1,000,000 combined single limit (each accident), including all Owned, Non-Owned, Hired and Leased Autos

Business Automobile Liability insurance shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Workers Compensation

Statutory Requirements. Seller may comply with these requirements through the use of a qualified self-insurance plan.

EXHIBIT D**(continued)**

<u>Type of Insurance</u>	<u>Minimum Limits of Coverage</u>
Employers Liability	\$1,000,000 each accident for bodily injury by accident, or \$1,000,000 each employee for bodily injury by disease.
Builder's Risk	Replacement value of the Facility.

Builder's Risk insurance, or an installation floater, shall include coverage for earthquake and flood, collapse, faulty workmanship, materials and design, testing of machinery or equipment, freezing or changes in temperature, debris removal, and partial occupancy.

Environmental Impairment Liability \$5,000,000 each occurrence.

All-Risk Property insurance covering physical loss or damage to the Facility Full replacement value of the Facility. A deductible may be carried which deductible shall be the absolute responsibility of Seller.

All-Risk Property insurance shall include: (i) coverage for fire, flood, wind and storm, tornado and earthquake with respect to facilities similar in construction, location and occupancy to the Facility, with sublimits of no less than \$10,000,000 each for flood and earthquake; and (ii) Boiler and Machinery insurance covering all objects customarily subject to such insurance, including boilers and turbines, in an amount equal to their full replacement value.

Business Interruption insurance Amount required to cover Seller's continuing or increased expenses, resulting from full interruption, for a period of twelve (12) calendar months

Business Interruption insurance shall cover loss of revenues and/or the increased expense to resume operations attributable to the Facility by reason of total or partial suspension or delay of, or interruption in, the operation of the Facility as a result of an insured peril covered under Property insurance as set forth above, to the extent available on commercially reasonable terms as determined by Company, subject to a reasonable deductible which shall be the responsibility of Seller. Notwithstanding any other provision of this PPA, Seller shall not be required to have Business Interruption insurance until the Commercial Operation Date.

* * * * *

EXHIBIT E
(to PPA)

**SELLER'S REQUIRED GOVERNMENTAL AUTHORITY PERMITS, CONSENTS,
APPROVALS, LICENSES AND AUTHORIZATIONS TO BE OBTAINED**

Bid Specific

- EXHIBIT F -
(to PPA)

FORM OF LETTER OF CREDIT{ TC \L "1"}

[LETTERHEAD OF ISSUING BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO: _____

DATE OF ISSUANCE: _____

INITIAL EXPIRATION DATE: [MUST BE AT LEAST
ONE YEAR AFTER DATE OF ISSUANCE]

BENEFICIARY:

APPLICANT:

NORTHERN STATES POWER COMPANY
ATTN: _____
1800 LARIMER STREET, SUITE 1000
DENVER, CO 80202

[INSERT NAME OF SELLER UNDER THE PPA]

AS THE ISSUING BANK ("ISSUER"), WE, [NAME OF ISSUING BANK], HEREBY ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN FAVOR OF THE ABOVE-NAMED BENEFICIARY ("BENEFICIARY") FOR THE ACCOUNT OF THE ABOVE-NAMED APPLICANT ("APPLICANT") IN THE AMOUNT OF USD \$ _____ (_____ U.S. DOLLARS).

BENEFICIARY MAY DRAW ALL OR ANY PORTION OF THIS LETTER OF CREDIT AT ANY TIME AND FROM TIME TO TIME AND ISSUER WILL MAKE FUNDS IMMEDIATELY AVAILABLE TO BENEFICIARY UPON PRESENTATION OF BENEFICIARY'S DRAFT(S) AT SIGHT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A" ("SIGHT DRAFT"), DRAWN ON ISSUER AND ACCOMPANIED BY THIS LETTER OF CREDIT. ALL SIGHT DRAFT(S) MUST BE SIGNED ON BEHALF OF BENEFICIARY AND SIGNATOR MUST INDICATE HIS OR HER TITLE OR OTHER OFFICIAL CAPACITY. NO OTHER DOCUMENTS WILL BE REQUIRED TO BE PRESENTED. THIS ISSUER WILL EFFECT PAYMENT UNDER THIS LETTER OF CREDIT WITHIN 24 HOURS AFTER PRESENTMENT OF THE SIGHT DRAFT(S). PAYMENT SHALL BE MADE IN U.S. DOLLARS WITH ISSUER'S OWN FUNDS IN IMMEDIATELY AVAILABLE FUNDS.

ISSUER WILL HONOR ANY SIGHT DRAFT(S) PRESENTED IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AT THE ISSUER'S LETTERHEAD OFFICE, THE OFFICE LOCATED AT _____ OR ANY OTHER FULL SERVICE OFFICE OF THE ISSUER ON OR BEFORE THE ABOVE STATED EXPIRATION DATE, AS SUCH EXPIRATION DATE MAY BE EXTENDED HEREUNDER. PARTIAL AND MULTIPLE DRAWS AND

PRESENTATIONS ARE PERMITTED ON ANY NUMBER OF OCCASIONS. FOLLOWING ANY PARTIAL DRAW, ISSUER WILL ENDORSE THIS LETTER OF CREDIT AND RETURN THE ORIGINAL TO BENEFICIARY.

ISSUER ACKNOWLEDGES THAT THIS LETTER OF CREDIT IS ISSUED PURSUANT TO THE PROVISIONS OF THAT CERTAIN SOLAR ENERGY PURCHASE AGREEMENT BETWEEN THE BENEFICIARY AND THE APPLICANT DATED AS OF _____, 20__ (AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, THE "PPA"). NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO THE PPA OR ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS, OR REFERENCES IN THE PPA OR ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT, THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT BETWEEN BENEFICIARY AND ISSUER RELATING TO THE OBLIGATIONS OF ISSUER HEREUNDER.

THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED EACH YEAR WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, AS EXTENDED, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE, ISSUER NOTIFIES BENEFICIARY BY REGISTERED MAIL THAT IT ELECTS NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. NOTICE OF NON-EXTENSION WILL BE GIVEN BY ISSUER TO BENEFICIARY AT BENEFICIARY'S ADDRESS SET FORTH HEREIN OR AT SUCH OTHER ADDRESS AS BENEFICIARY MAY DESIGNATE TO ISSUER IN WRITING AT ISSUER'S LETTERHEAD ADDRESS.

THIS LETTER OF CREDIT IS FREELY TRANSFERABLE IN WHOLE OR IN PART, AND THE NUMBER OF TRANSFERS IS UNLIMITED. ISSUER AGREES THAT IT WILL EFFECT ANY TRANSFERS IMMEDIATELY UPON PRESENTATION TO ISSUER OF THIS LETTER OF CREDIT AND A COMPLETED WRITTEN TRANSFER REQUEST SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "B." SUCH TRANSFER WILL BE EFFECTED AT NO COST TO BENEFICIARY. ANY TRANSFER FEES ASSESSED BY ISSUER WILL BE PAYABLE SOLELY BY APPLICANT, AND THE PAYMENT OF ANY TRANSFER FEES WILL NOT BE A CONDITION TO THE VALIDITY OR EFFECTIVENESS OF THE TRANSFER OR THIS LETTER OF CREDIT.

ISSUER WAIVES ANY RIGHTS IT MAY HAVE, AT LAW OR OTHERWISE, TO SUBROGATE TO ANY CLAIMS BENEFICIARY MAY HAVE AGAINST APPLICANT OR APPLICANT MAY HAVE AGAINST BENEFICIARY.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 13(B) AND 17 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF

CREDIT SHALL GOVERN. WITH RESPECT TO ARTICLE 13(B) OF THE UCP, ISSUER SHALL HAVE A REASONABLE AMOUNT OF TIME, NOT TO EXCEED THREE (3) BANKING DAYS FOLLOWING THE DATE OF ISSUER'S S-RECEIPT OF DOCUMENTS FROM THE BENEFICIARIES (TO THE EXTENT REQUIRED HEREIN), TO EXAMINE THE DOCUMENTS AND DETERMINE WHETHER TO TAKE UP OR REFUSE THE DOCUMENTS AND TO INFORM BENEFICIARY ACCORDINGLY.

IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND ISSUER'S CONTROL THAT INTERRUPTS ISSUER'S BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY FOR PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION REOPENS FOR BUSINESS.

ISSUER:

By: _____
AUTHORIZED SIGNATURE

Its: _____

EXHIBIT "A"
(TO LETTER OF CREDIT)

SIGHT DRAFT

\$ _____

At sight, pay to the order of [Name of Beneficiary to be inserted], the amount of USD
\$ _____ (_____ and 00/100ths U.S. Dollars).

Drawn under [Name of Issuer to be inserted] Standby Letter of Credit No.
_____.

Dated: _____, 20__

[Name of Beneficiary to be inserted]

By: _____
It's Authorized Representative and [Title or
Other Official Capacity to be inserted]

To: [Name and Address of Issuer to be inserted]

EXHIBIT "B"
(TO LETTER OF CREDIT)

FORM OF TRANSFER REQUEST

IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____

CURRENT BENEFICIARY:

APPLICANT:

TO: [NAME OF ISSUING BANK]

The undersigned, as the current "Beneficiary" of the above referenced Letter of Credit, hereby requests that you reissue the Letter of Credit in favor of the transferee named below [INSERT TRANSFEREE NAME AND ADDRESS BELOW]:

From and after the date this transfer request is delivered to the Issuer, the transferee shall be the "Beneficiary" under the Letter of Credit for all purposes and shall be entitled to exercise and enjoy all of the rights, privileges and benefits thereof.

DATED: _____

[NAME OF BENEFICIARY]

By: _____

Name: _____

Title: _____

[NOTARY ACKNOWLEDGMENT]

[TO BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY AND INDICATING THEIR TITLE OR OTHER OFFICIAL CAPACITY, AND ACKNOWLEDGED BY A NOTARY PUBLIC.]

EXHIBIT G
(to PPA)

FORM OF GUARANTY

This Guaranty is executed and delivered as of this _____ day of _____, 20__ by _____, a _____ [corporation] ("Guarantor"), in favor of **Northern States Power Company**, a Minnesota corporation ("Company"), in connection with the performance by _____, a _____ [limited liability company] ("Seller") of a Solar Energy Purchase Agreement dated _____, 20__ between Seller and Company (the "PPA").

- RECITALS -

A. Seller is planning to construct, own, and operate a solar-powered electric generation facility having installed capacity of approximately ____ MW to be located in _____ County, Minnesota (the "Facility").

B. Seller and Company have entered into the PPA for the purchase and sale of capacity and electrical energy from the Facility on the terms and conditions set forth therein.

Seller is controlled by Guarantor. Guarantor expects to derive substantial benefits from the performance of the PPA by Seller and Company. To induce Company to enter into the PPA and consummate the purchase and sale of electrical energy contemplated by the PPA, Guarantor has agreed to guarantee the obligations of Seller as provided in this Guaranty.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

- AGREEMENT -

1. Guaranty. Subject to the provisions of this Guaranty, Guarantor hereby absolutely, irrevocably, unconditionally, and fully guarantees to Company the due, prompt, and complete observance, performance, and discharge of each and every payment obligation of Seller under the PPA, whether incurred before or after the date of delivery of this Guaranty (the "Obligations"). This is a guaranty of payment, not of collection, and as such, Company shall not be required to institute, pursue, or exhaust any remedies against Seller before instituting suit, obtaining judgment, and executing thereon against Guarantor under this Guaranty.

2. Maximum Liability. Notwithstanding anything herein to the contrary, Guarantor's maximum liability under this Guaranty shall be limited to (\$US _____), plus costs of collection with respect to any valid claim(s) made by Company hereunder that are incurred in the enforcement or protection of the rights of Company.

3. Rights of Company. Guarantor hereby grants to Company, in Company's discretion and without the need to notify or obtain any consent from Guarantor, and without termination, impairment, or any other effect upon Guarantor's duties hereunder, the power and authority from time to time:

(a) to renew, compromise, extend, accelerate, or otherwise change, substitute, supersede, or terminate the terms of performance of any of the Obligations, in each case in accordance with the PPA;

(b) to grant any indulgences, forbearances, and waivers, on one or more occasions, for any length of time, with respect to Seller's performance of any of the Obligations; and

(c) to accept collateral, further guaranties, and/or other security for the Obligations, and, if so accepted, then to impair, exhaust, exchange, enforce, waive, or release any such security.

4. Performance. If any of the Obligations are not performed according to the tenor thereof, and any applicable notice and cure period provided by the PPA has expired ("Default"), Guarantor shall immediately upon receipt of written demand by Company (a) perform or cause Seller to perform the Obligation in Default, and (b) pay, reimburse, and indemnify Company against any liabilities, damages, and related costs (including attorneys' fees) incurred by Company as a result thereof, all in such manner and at such times as Company may reasonably direct.

5. Satisfaction. Satisfaction by Guarantor of any duty hereunder incident to a particular Default or the occurrence of any other Default shall not discharge Guarantor except with respect to the Default satisfied, it being the intent of Guarantor that this Guaranty be continuing until such time as all of the Obligations have irrevocably been discharged in full, at which time this Guaranty shall automatically terminate. If at any time the performance of any Obligation by Seller or Guarantor is rescinded or voided under the federal Bankruptcy Code or otherwise, then Guarantor's duties hereunder shall continue and be deemed to have been automatically reinstated, restored, and continued with respect to that Obligation, as though the performance of that Obligation had never occurred, regardless of whether this Guaranty otherwise had terminated or would have been terminated following or as a result of that performance.

6. Notice of Acceptance. Guarantor waives and acknowledges notice of acceptance of this Guaranty by Company.

7. Waivers by Guarantor. Guarantor hereby waives and agrees not to assert or take advantage of:

(a) all set-offs, counterclaims, and, subject to Section 4 above, all presentments, demands for performance, notices of non-performance, protests, and notices of every kind that may be required by any statutes or rules of law;

(b) any right to require Company to proceed against Seller or any other person, or to require Company first to exhaust any remedies against Seller or any other person, before proceeding against Guarantor hereunder;

(c) any defense based upon an election of remedies by Company;

(d) any duty of Company to protect or not impair any security for the Obligations;

(e) the benefit of any laws limiting the liability of a surety;

(f) any duty of Company to disclose to Guarantor any facts concerning Seller, the PPA or the Project, or any other circumstances, that would or allegedly would increase the risk to Guarantor under this Guaranty, whether now known or hereafter learned by Company, it being understood that Guarantor is capable of and assumes the responsibility for being and remaining informed as to all such facts and circumstances; and

(g) until all Obligations in Default have been fully paid and/or performed, any rights of subrogation, contribution, reimbursement, indemnification, or other rights of payment or recovery for any payment or performance by it hereunder. For the avoidance of doubt, if any amount is paid to Guarantor in violation of this provision, such amount shall be held by Guarantor for the benefit of, and promptly paid to, Company.

8. Cumulative Remedies. The rights and remedies of Company hereunder shall be cumulative and not alternative to any other rights, powers, and remedies that Company may have at law, in equity, or under the PPA. The obligations of Guarantor hereunder are independent of those of Seller and shall survive unaffected by the bankruptcy of Seller. Company need not join Seller in any action against Guarantor to preserve its rights set forth herein.

9. Representations and Warranties. Guarantor represents and warrants to Company as follows:

(a) Guarantor is a corporation, duly organized, validly existing, and in good standing under the laws of the state of its incorporation. Seller is a direct or indirect wholly-owned subsidiary of Guarantor. Guarantor has all necessary corporate power and authority to execute and deliver this Guaranty and to perform its obligations hereunder.

(b) The execution, delivery and performance of this Guaranty has been duly and validly authorized by all corporate proceedings of Guarantor and is not in

violation of any law, judgment of court or government agency . This Guaranty has been duly and validly executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

10. Collection Costs. Guarantor hereby agrees to pay to Company, upon demand, and in addition to the maximum liability set forth in Section 3 hereof, all reasonable attorneys' fees and other expenses which Company may expend or incur in enforcing the Obligations against Seller and/or enforcing this Guaranty against Guarantor, whether or not suit is filed, including, without limitation, all attorneys' fees, and other expenses incurred by Company in connection with any insolvency, bankruptcy, reorganization, arrangement, or other similar proceedings involving Seller that in any way affect the exercise by Company of its rights and remedies hereunder.

11. Severability. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall be effective.

12. Waiver or Amendment. No provision of this Guaranty or right of Company hereunder can be waived, nor can Guarantor be released from Guarantor's duties hereunder, except by a writing duly executed by Company. This Guaranty may not be modified, amended, revised, revoked, terminated, changed, or varied in any way whatsoever except by the express terms of a writing duly executed by Company.

13. Successors and Assigns. This Guaranty shall inure to the benefit of and bind the successors and assigns of Company and Guarantor.

14. Governing Law. This Guaranty shall be governed by and construed in accordance with the law of the State of _____ without regard to the principles of conflicts of law thereof.

15. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in the manner contemplated by the PPA, addressed as follows:

(a) if to Company as provided in the PPA

(b) if to Guarantor: _____

Attn:
Phone: (____) _____
Fax: (____) _____

with a copy to: _____

Attn:
Phone: (____) _____
Fax: (____) _____

or to such other address(es) as the person to whom notice is given may have previously furnished to the others in writing in the manner set forth above.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered to Company as of the day and year first above written.

[Name of Guarantor]

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.
My commission expires: _____.

Notary Public

(S E A L)

(space above reserved for recording information)

EXHIBIT H (to PPA)

FACILITY FINANCING PARTY CONSENT PROVISIONS

In the event Seller collaterally assigns its rights hereunder to the Facility Financing Party as security, any related Facility Financing Party Consent will contain provisions substantially as follows:

1. Seller and Company will neither modify nor terminate the PPA other than as provided therein, without the prior written consent of the Facility Financing Party.
2. The Facility Financing Party shall have the right, but not the obligation, to do any act required to be performed by Seller under the PPA, and any such act performed by the Facility Financing Party shall be as effective to prevent or cure an Event of Default as if done by Seller itself.
3. If Company becomes entitled to terminate the PPA due to an uncured Event of Default by Seller, Company shall not terminate the PPA unless it has first given notice of such uncured Event of Default to the Facility Financing Party and has given the Facility Financing Party the same cure period afforded to Seller under Section 12.1 of the PPA, plus an additional thirty (30) Days beyond Seller's cure period to cure such Event of Default; *provided, however*, that if the Facility Financing Party requires possession of the Facility in order to cure the Event of Default, and if the Facility Financing Party diligently seeks possession, the Facility Financing Party's additional 30-Day cure period shall not begin until foreclosure is completed, a receiver is appointed or possession is otherwise obtained by or on behalf of the Facility Financing Party.
4. The lien of the Subordinated Mortgage shall be subordinate to the lien of the Financing Documents, subject to the terms of the Facility Financing Party Consent.
5. Neither the Facility Financing Party nor any other participant in the Facility Debt shall be obligated to perform or be liable for any obligation of Seller under the PPA until and unless any of them assumes possession of the Facility through the exercise of the Facility Financing Party's rights and remedies.
6. Any party taking possession of the Facility through the exercise of the Facility Financing Party's rights and remedies shall remain subject to the terms of the PPA and shall assume all of Seller's obligations under the PPA, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. In the event that the Facility Financing Party or its successor assumes the PPA in accordance with this paragraph 6, Company shall continue the PPA with the Facility Financing Party or its successor, as the case may be, substituted wholly in the place of Seller.
7. Within ninety (90) Days of any termination of the PPA in connection with any bankruptcy or insolvency Event of Default of Seller, the Facility Financing Party (or its successor) and Company shall enter into a new power purchase agreement on the same terms and conditions as the PPA and for the period that would have been remaining under the PPA but for such termination.

EXHIBIT I
(to PPA)

COMMITTED SOLAR ENERGY AND SOLAR ENERGY PAYMENT RATE
For Contract Capacity and Solar Energy
(by Commercial Operation Year)