

ATTACHMENT 1
OPERATION AND
MAINTENANCE (O&M) AGREEMENT

between

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

and

[_____]

Dated as of

[_____]

Project: Linden Wind Energy Project (50MW)

Location: Goldendale, WA

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OPERATION AND MAINTENANCE AGREEMENT

This OPERATION AND MAINTENANCE AGREEMENT (this "Agreement"), is dated as of [_____] ("Effective Date") between Southern California Public Power Authority, a California Joint Powers Authority ("Owner"), and [_____] a [_____] ("O&M Contractor"). Owner and O&M Contractor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

A. Owner purchased from Northwest Wind Partners, LLC ("NWWP") the Wind Plant located in Klickitat County, Washington, on the Wind Plant Site, comprised of, among other things, twenty-five (25) WECs.

B. On [_____, 2025], Owner issued a request for proposals for the operation and maintenance of the WECs.

C. O&M Contractor submitted its response to Owner's request for proposals, and following negotiation, Owner desires to engage O&M Contractor, as an independent contractor, to operate and maintain the WECs and perform certain other duties, including administration on behalf of Owner, and O&M Contractor desires to provide such services to Owner, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual promises and agreements contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

As used in this Agreement, all capitalized terms shall have the respective meanings given to them in this Agreement and in the Schedule of Definitions attached hereto as Exhibit A.

1.2 Construction.

All references herein to any agreement or document shall be a reference to such agreement or document as amended, supplemented, modified or restated from time to time. All references to a particular entity shall include a reference to such entity's successors and permitted assigns, and in the case of a Governmental Authority, such entity succeeding to its functions and capabilities. The words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement. The singular shall include the plural and the masculine shall include the feminine and neuter and vice versa. "Includes" or "including" shall mean "including, without limitation." All exhibits and schedules to this Agreement are hereby incorporated herein by reference. In case of a conflict between the terms and conditions in the body of this Agreement (excluding the exhibits) and an exhibit attached hereto, the provisions in the body of this Agreement (excluding the exhibits) shall control and prevail. Subject to the foregoing, if any requirements specified in any exhibit are in conflict with

any other requirements in such exhibit or in any other exhibit, the more detailed requirements shall control and prevail. Notwithstanding the foregoing, the provisions of this Agreement, including all exhibits, shall be, wherever possible, construed as complementary rather than conflicting.

1.3 Day.

As used in this Agreement, references to “days” mean calendar days, unless the term “Business Days” is used. If the time for performing an obligation under this Agreement expires on a day that is not a Business Day, the time will be extended until that time on the next Business Day.

ARTICLE 2 ENGAGEMENT OF THE O&M CONTRACTOR

2.1 Engagement of O&M Contractor.

Owner hereby engages O&M Contractor as an independent contractor to operate, maintain and repair the WECs, to perform certain administration and management services, and to perform certain other services and duties, including Fixed Fee Services, Cost Reimbursable Services (including Repair Services) and such other services as may be agreed under a Quote, all as set forth in this Agreement (the “Services”). O&M Contractor accepts such engagement and agrees to perform such Services in accordance with the terms and conditions hereof.

2.2 Relationship.

O&M Contractor is an independent contractor. Neither O&M Contractor nor O&M Contractor’s employees or agents are employees of Owner or Operating Agent and shall not be entitled to any employment benefits or rights afforded by Owner or Operating Agent to their employees, including, but not limited to, sick leave, vacation leave, paid leave, holiday pay, retirement benefits, worker’s compensation, or other insurance benefits. O&M Contractor hereby warrants that: (1) O&M Contractor and its employees and agents are free from the control and direction of Owner and Operating Agent connection with the performance of the work to be provided hereunder, both under this Agreement and in fact, (2) O&M Contractor and its employees and agents perform work that is outside the usual course of Owner’s business, and (3) O&M Contractor and its employees and agents performing work under this Agreement are customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work to be performed under this Agreement. O&M Contractor shall furnish the work according to its own manner and methods except as required by applicable laws and this Agreement. O&M Contractor shall have no authority, express or implied, to act on behalf of or bind Owner or Operating Agent to any obligation in any capacity whatsoever as agent or otherwise. O&M Contractor’s visit to and time spent at Wind Plant shall be subject to normal business hours, appropriate safety standards and security requirements applicable to the Wind Plant Site, and Emergency requirements, and the requirements of this Agreement.

(c) Work by persons deemed to be employees of O&M Contractor may be subject to prevailing wages under California Labor Code 1770 et seq. or under other applicable Law, including without limitation the Prevailing Wage Requirements to the

extent applicable to the Services. O&M Contractor is solely responsible for compliance with all such requirements, where applicable.

(d) O&M Contractor shall indemnify, defend, and hold harmless Owner, its Members, Operating Agent, and their respective officers, employees, assigns, and successors in interest from and against any and all liability, claims, suits, demands, damages, fines, penalties, wages, costs or expenses pertaining to (i) prevailing wage laws, including the Prevailing Wage Requirements, and (ii) the payment of any employee and/or employer contributions for the California Public Employees Retirement System (“PERS”) benefits on behalf of O&M Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties, catch-up payments, and interest on such contributions which would otherwise be the responsibility of Owner or Operating Agent. This indemnification is intended to supplement and is not intended to limit or exclude the application of the indemnification requirements provided elsewhere in this Agreement.

2.3 Engagement of Third Parties.

Subject to Section 4.1(c), O&M Contractor may engage third party Subcontractors for the purpose of performing Scheduled Maintenance under this Agreement; provided, however, that such engagement shall not relieve O&M Contractor of any of its obligations or liabilities under this Agreement, including those set forth in ARTICLE 12; and provided further that O&M Contractor’s use of Subcontractors shall not modify or increase the compensation payable to O&M Contractor pursuant to ARTICLE 7.

As between Owner and O&M Contractor, O&M Contractor shall be solely responsible for the acts, errors, omissions and defaults of its Subcontractors and their employees, and all Persons engaged by O&M Contractor pursuant to this Section 2.3 with respect to services provided by such Persons on behalf of O&M Contractor. Nothing in this Agreement shall be construed to impose on Owner any obligation, liability or duty to a Subcontractor, or to create any contractual relationship between such Subcontractor and Owner, including the obligation to pay or see to the payment of any moneys due such Subcontractor.

All Subcontractors retained by O&M Contractor shall be duly licensed as required by law. Subcontractors shall be provided with a copy of this Agreement and O&M Contractor shall cause all Subcontractors to comply with the same and agree in a separate writing to be bound by its terms.

If O&M Contractor intends to enter into a subcontract for Cost Reimbursable Expenses with an Affiliate, O&M Contractor shall first disclose such relationship to Owner. O&M Contractor may enter into such subcontract only with prior written approval from Owner.

ARTICLE 3 TERM AND RENEWAL

3.1 Term.

The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years from the Effective date (the “Initial Term”).

3.2 Extensions of Term.

Unless sooner terminated as set forth in ARTICLE 13, the Initial Term of this Agreement shall automatically be extended for two (2) additional two (2) year periods (each, an “Extension Term”) from the end of the Initial Term, or the first Extension Term, as applicable, unless either Party provides written notice to the other Party that it does not desire such extension to occur. Such written notice shall be provided not later than three (3) months prior to the end of the Initial Term, or the first Extension Term, as applicable. All terms and conditions set forth herein shall apply during the Term.

ARTICLE 4 DUTIES OF O&M CONTRACTOR

In consideration of the fees and cost reimbursements payable to O&M Contractor hereunder, O&M Contractor agrees to operate and maintain the WECs, and perform the Services in accordance with the terms of this Agreement, including the standards set forth herein, and in furtherance thereof to provide the following services during the Term of this Agreement.

4.1 General Operating Standards.

(a) In performing its obligations hereunder, O&M Contractor shall use commercially reasonable efforts to, consistent with the requirements of this Agreement, and the Requirements of the Project Agreements, maximize revenues generated by the operation of the WECs and minimize associated expenses, based on direction received by O&M Contractor from Owner Representative.

(b) O&M Contractor shall perform its obligations hereunder and cause the WECs to operate in accordance with the terms of this Agreement, Prudent Industry Practices, Applicable Laws and other legal requirements, including Environmental Laws and Safety Laws, Permits, the Maintenance Manual, those requirements of the Project Agreements set forth in Exhibit J (“Requirements of the Project Agreements”), the Wind Plant Policies and Procedures, the requirements under the insurance policies maintained by O&M Contractor with respect to the WECs, and any Subcontractor, vendor and manufacturer warranties or guarantees applicable to the Wind Plant and the WECs, including any warranties and guarantees under the Turbine Supply and Commissioning Contract, and in a manner that will not violate, invalidate or otherwise limit the scope of such warranties and guarantees (collectively, the “Standards of Performance”). O&M Contractor shall furnish any documents described above to Owner at Owner’s request.

(c) O&M Contractor acknowledges that the major policies and business decisions concerning the Wind Plant, including those listed below, shall be established by Owner. O&M Contractor shall obtain Owner’s written permission before engaging in activities with respect to the Wind Plant that are not within the scope of this Agreement or required by an Emergency, including scheduling non-Emergency interruptions in the delivery of electricity. O&M Contractor shall not, under any circumstances, unless otherwise directed by the Owner in writing, undertake any of the following actions:

(i) cause the creation or assumption by Owner of any indebtedness for borrowed money, or cause any Encumbrance on any

assets or properties of the Wind Plant or any part thereof, or any other property or assets of Owner;

(ii) pledge the credit of Owner or its Affiliates in any way in respect of any commitments or cause Owner to act as surety, grant guaranties, or incur similar liabilities on behalf of third parties, directly or indirectly, whether for borrowed money or otherwise;

(iii) cause the conveyance, sale, transfer or other disposition of any part of the Wind Plant or any other property or assets of Owner;

(iv) solicit, negotiate, arrange or engage in any transaction on behalf of Owner not permitted under this Agreement, including taking any action to waive any of Owner's rights under, suspend Owner's performance under, or execute, terminate or amend any Project Agreement, contract, agreement, document or Permit on behalf of Owner;

(v) modify or alter the WECs, Wind Plant, Wind Plant Site or any part thereof in a manner that adversely affects the operation, availability, output, efficiency, maintenance costs, or repair costs of any of the WECs, or change the capacity characteristics of the WECs or Wind Plant;

(vi) settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release for Owner, the Wind Plant, the WECs comprised therein or the Wind Plant Site any Claim, whether the same arises against, in favor of or otherwise pertains to Owner, the Wind Plant, the WECs or the Wind Plant Site (including, agreeing to any penalty for violation of any applicable Permits), nor will O&M Contractor submit any such Claim to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same, except for Claims by O&M Contractor against Owner or Claims subject to O&M Contractor indemnification under ARTICLE 12 (and O&M Contractor agrees that Owner shall retain full control of all such legal actions, demands, negotiations and compromises with respect to any of the aforementioned Claims, except for Claims by O&M Contractor against Owner);

(vii) subcontract any of its obligations hereunder if the subcontract provides for compensation to the Subcontractor in excess of Twenty Thousand Dollars (\$20,000) within one (1) calendar year without providing written notice of such subcontract to Owner; provided that any such subcontract relating to the performance of Services constituting Reimbursable Expenses shall require prior written approval of Owner, which shall not unreasonably be withheld;

(viii) make or commit to make any Reimbursable Expenses or acquire on a reimbursable cost basis any equipment, materials, assets, or other items, except as otherwise approved in writing by Owner pursuant to Section 7.2; provided that in the event of an Emergency, affecting the safety or protection of Persons or endangering the Wind Plant or the

WECs, O&M Contractor, without approval from Owner, shall be authorized to take all reasonable actions consistent with Prudent Industry Practices, to prevent such threatened damage, injury or loss in accordance with Section 4.4; and provided further that notwithstanding any other provision of this Agreement, O&M Contractor shall not, without the prior written consent of Owner, perform any Services resulting in Reimbursable Expenses in an amount greater than Twenty-Five Thousand Dollars (\$25,000); provided that if, notwithstanding O&M Contractor's diligent efforts to contact Owner, O&M Contractor is unable to do so, O&M Contractor shall be authorized to perform such services resulting in Reimbursable Expenses in excess of Twenty-Five Thousand Dollars (\$25,000) in the event of an Emergency;

(d) O&M Contractor shall respond to information and/or data requests of Owner within forty-eight (48) hours; provided that where the information or data requested will not be available within such time period, O&M Contractor shall respond to Owner in such forty-eight (48) hour period with the date on which such requested information or data shall be available; provided, further, that if any information or data request requires O&M Contractor to obtain or compile data from sources other than those routinely used in the performance of the services under this Agreement (including the extraction of data embedded in such sources that is not readily available), or to prepare analyses of the relevant information or data, the reasonable cost for O&M Contractor to perform such services shall constitute a Reimbursable Expense so long as O&M Contractor notifies Owner that the request involves work outside its scope of services and receives Owner's preapproval in accordance with Section 7.2.

4.2 Operation, Maintenance, and Repair Services.

(a) During the Term of this Agreement O&M Contractor shall perform all Services set forth in Exhibit B, any Cost Reimbursable Services requested by Owner or otherwise required by the Agreement, and provide Availability of the WECs as set forth in Exhibit D.

(b) All material and Spare Parts procured or utilized by O&M Contractor for performance under this Agreement during the term of any equipment warranties shall be of specification and quality required so as to in no way invalidate such warranties, or any portion thereof. Spare Parts may include new, used or rebuilt parts, provided that any used or rebuilt parts shall comply with the requirements set forth in Exhibit B.

4.3 Other Services.

During the Term of this Agreement, O&M Contractor shall perform all other services required by this Agreement, such additional services or changed services to which O&M Contractor and Owner may agree pursuant to ARTICLE 8.

4.4 Emergencies.

In the event of any Emergency involving the Wind Plant endangering life or property, O&M Contractor shall take such action as may be reasonable and necessary in accordance with Prudent Industry Practices to prevent, avoid or mitigate injury, damage or loss and shall, as soon as practicable, including outside of Normal Business Hours if

necessary, telephonically report any such Emergency, including O&M Contractor's response thereto, to Owner, followed by written notice to Owner, which notice shall include detail with respect to any action being taken by O&M Contractor in response thereto and any expenditure incurred, or expected to be incurred, by O&M Contractor in connection with such Emergency. O&M Contractor shall take all steps to minimize the cost to Owner of its actions, having regard to the circumstances and the need to act promptly. Following such notification, at the request of Owner, the Parties shall discuss without delay the further actions which should be taken as a result of the Emergency and the estimated expenditure associated therewith and time to recover therefrom.

4.5 Permits.

O&M Contractor shall identify, procure, obtain, maintain, and comply with (as the case may be), at its cost and expense, all Permits which may be required under Applicable Laws for the performance of the Services by O&M Contractor pursuant to this Agreement (except O&M Contractor shall not be required to procure, obtain, and maintain, but shall be obligated to comply with such Permits that must be procured or obtained by Owner or the WEC Manufacturer pursuant to Applicable Laws). Owner shall provide O&M Contractor with such assistance and cooperation as may reasonably be required to obtain and maintain all such Permits. O&M Contractor shall provide Owner and the Owner's Separate Contractors, if applicable, with such assistance and cooperation as may reasonably be required to obtain and maintain any Permits that may be required to be obtained and maintained by them.

4.6 Performance by Owner.

(a) If (i) O&M Contractor fails to perform any of its obligations under this Agreement, (ii) such failure, in the reasonable judgment of Owner, is remediable, and (iii) O&M Contractor has failed to commence appropriate remedial action within ten (10) days' notice from Owner or, after such remedial action commences, O&M Contractor fails to diligently prosecute such remedial action (provided that, where the appropriate remedial action cannot be completed or commenced within ten (10) days, O&M Contractor may satisfy this requirement by providing Owner with a plan for performing the appropriate remedial action within such period), then Owner may, but shall not be obligated to, upon five (5) days' prior notice to O&M Contractor (A) perform (or cause to be performed through the engagement of one or more third parties) the obligations of O&M Contractor hereunder and (B) suspend O&M Contractor's performance of all or part of the Services for such period of time as determined by Owner. Following the exercise of such rights, Owner may direct O&M Contractor to recommence performance of the suspended Services, and Owner shall not be liable for any costs associated mobilization, demobilization, or any other costs associated with O&M Contractor's recommencement of performance of the suspended Services.

(b) O&M Contractor shall cause its Subcontractors and Representatives (and any Person within the control of O&M Contractor) to give Owner and its Representatives control of the operation and maintenance of the WECs to the extent necessary to enable Owner to exercise its rights under Section 4.6(a).

(c) O&M Contractor shall reimburse Owner for all reasonable, substantiated out of pocket costs and expenses that are incurred by Owner in exercising its rights under Section 4.6(a). Owner shall be obligated to pay O&M Contractor only that

pro rata portion of the Fixed Fee that relates to the WEC(s) for which O&M Contractor is continuing performance of its Services and obligations related thereto during the period that Owner is exercising its rights under Section 4.6(a).

(d) Owner's exercise of its rights (or election to not exercise its rights) under Section 4.6(a) shall not relieve O&M Contractor of any obligation under this Agreement and shall not constitute a waiver of any right or remedy available to Owner.

(e) In no event shall Owner be liable to O&M Contractor for Owner's exercise of Owner's rights under Section 4.6(a).

4.7 Payment Bond

O&M Contractor shall furnish a payment bond, or any other bond, required by Applicable Law. Any bond required pursuant to this Agreement shall be in a form reasonably acceptable to Owner and consistent with any Applicable Law.

ARTICLE 5 O&M CONTRACTOR'S GENERAL COVENANTS

5.1 Safety Standards.

(a) O&M Contractor shall perform and shall cause its Subcontractors and personnel to perform O&M Contractor's obligations hereunder in compliance with all applicable health, safety, security, and evacuation Laws ("Safety Laws") and all Environmental Laws. These include, but are not be limited to, the Laws promulgated by OSHA, EPA, the Washington Department of Ecology, and air quality regulators. Where the requirements of such Governmental Authorities overlap, the most protective Laws apply.

(b) O&M Contractor shall conduct safety meetings for its personnel and Subcontractors, including first aid instruction applicable to and appropriate for the Services, at least as frequently as required by Applicable Laws.

(c) If O&M Contractor becomes aware of noncompliance with applicable Safety Laws or Environmental Laws or the Wind Plant Policies and Procedures by BOP Contractor or its Representatives, it shall provide notice of same to Owner in a timely fashion. If Owner notifies O&M Contractor, or O&M Contractor otherwise becomes aware, of noncompliance by O&M Contractor or the Subcontractors with Safety Laws, or the Wind Plant Policies and Procedures O&M Contractor shall immediately make all efforts to correct such noncompliance. If O&M Contractor fails or refuses to take immediate corrective action, Owner may: (1) correct the conditions resulting in such noncompliance or have such conditions corrected by others at O&M Contractor's expense, or (2) issue an order stopping the performance of the Services until satisfactory corrective action has been taken. Owner's failure to notify O&M Contractor of any noncompliance with Safety Laws or the or the Wind Plant Policies and Procedures shall not relieve O&M Contractor from any of its obligations under this Section 5.1. If O&M Contractor disagrees in good faith with Owner's interpretation of the Safety Laws or the or the Wind Plant Policies and Procedures in question or the corrective action to be taken, O&M Contractor will perform those compliance actions required by Owner and the Parties will submit their dispute to dispute resolution under ARTICLE 21 of this Agreement. If O&M Contractor prevails in such dispute resolution proceedings, Owner shall pay to O&M Contractor the reasonable

and documented cost of O&M Contractor's performance of the corrective actions required by Owner.

(d) O&M Contractor shall notify Owner immediately of any OSHA-reportable accident.

(e) O&M Contractor shall maintain accurate accident records and injury reports related to its personnel and Subcontractors and shall furnish a copy of all accident reports to Owner on a monthly basis.

(f) O&M Contractor shall perform the Services in a safe and careful manner, and shall furnish safety and health equipment for, and enforce the use of such equipment by, its personnel and Subcontractors on the Wind Plant Site. O&M Contractor shall take such precautions as are necessary to protect its employees, agents, contractors, Subcontractors, invitees, Owner's employees and agents, and the public from bodily injury and property damage. O&M Contractor shall assign a competent person during working hours to manage, coordinate and enforce its safety program during performance of the Services.

(g) O&M Contractor shall immediately notify Owner if O&M Contractor becomes aware of any damage to Owner's equipment and/or property.

5.2 Environmental Matters.

(a) O&M Contractor shall not, nor shall it permit its Representatives or Subcontractors of any tier to, bring any Hazardous Materials onto the Wind Plant Site or incorporate any Hazardous Materials into any portion of the Wind Plant, other than Hazardous Materials to be used by O&M Contractor, its Representatives or Subcontractors in a manner that both (i) does not violate any Applicable Laws, and (ii) is consistent with Prudent Industry Practices and the requirements of this Agreement. O&M Contractor shall be responsible for any Release of any Hazardous Materials brought onto the Wind Plant Site by O&M Contractor, its Representatives or Subcontractors of any tier, or caused by O&M Contractor, its Representatives or Subcontractors of any tier, during the Term of this Agreement, and shall at its sole cost and expense, promptly take any and all action necessary to clean up such Release if required by Applicable Law or required as a condition to the issuance or continuing effectiveness of any Permit. O&M Contractor shall, and shall cause its Representatives or Subcontractors of any tier to, minimize the use of Hazardous Materials in the performance of its obligations under this Agreement. Notwithstanding the foregoing, O&M Contractor shall not be required to investigate, clean up or take any action with respect to Pre-Existing Contamination, regardless of whether such contamination has migrated, chemically changed or otherwise changed in location or character, except to the extent any release or exacerbation of any such Pre-Existing Contamination was caused by the acts or omissions of O&M Contractor, its Representatives or Subcontractors of any tier.

(b) O&M Contractor shall maintain an updated file of all safety data sheets for all Hazardous Materials used in connection with performance of its obligations under this Agreement, or used by or on behalf of O&M Contractor or any Subcontractor at the Wind Plant Site and shall deliver an update of such file to Owner no more than thirty (30) days after receipt of a written request from Owner. O&M Contractor shall ensure that all of its Representatives and Subcontractors comply with applicable Environmental Laws

with respect to the proper handling, use, storage and disposal of Hazardous Materials and the development, implementation and enforcement of procedures for notification of Owner and appropriate Governmental Authorities about, and clean-up of, spills and other emissions of Hazardous Materials in connection with the performance of O&M Contractor's obligations under this Agreement.

5.3 Personnel

O&M Contractor shall provide the labor and professional, supervisory and managerial personnel required to perform its obligations hereunder. Such personnel and any Persons engaged by O&M Contractor pursuant to Section 2.3 shall be qualified (including possessing appropriate licenses, certificates or registrations) and Experienced or trained in operating and maintaining WECs similar to those installed at the Wind Plant and shall be qualified and Experienced in the duties to which they are assigned. Owner shall have the right to require immediate replacement of any personnel not meeting the foregoing standard. O&M Contractor shall be solely responsible for the training of its personnel. O&M Contractor shall retain sole authority, control and responsibility with respect to labor matters in connection with the performance of the Services of its personnel and the working hours, rates of compensation and all other matters relating to the employment of such personnel shall be determined solely by O&M Contractor or the appropriate Subcontractor. Owner shall have the right to require the immediate removal and permanent expulsion from the Wind Plant Site of any Person that at any time is found under the influence of or in possession of any amount of alcohol, marijuana or illegal drugs; provided, however, that O&M Contractor shall not be required to terminate such employee or cause the termination of the employment of such Person, except in O&M Contractor's sole discretion.

5.4 Liens

O&M Contractor shall not, as a consequence of its own acts or omissions or the acts or omissions of its suppliers and Subcontractors regardless of tier, suffer or permit Encumbrances to attach to the Wind Plant or the Wind Plant Site or any component thereof. If any lien is filed or otherwise imposed as a result of any act or omission by or claim against, or through O&M Contractor or any of its suppliers or Subcontractors, and if O&M Contractor does not, within thirty (30) days after a request by Owner, cause such lien to be released and discharged, or file a bond satisfactory to Owner in lieu thereof, Owner shall have the right to pay all or any portion of the sums necessary to obtain such release and discharge such lien. O&M Contractor shall reimburse Owner for all such costs incurred by Owner, including reasonable attorneys' fees, within thirty (30) days after Owner's demand therefor or Owner may offset any of such costs incurred against its Payment Obligations. O&M Contractor agrees to indemnify, defend and hold harmless Owner from and against all Losses that arise out of or result from the filing or imposition of any such Encumbrance.

5.5 Cooperation of O&M Contractor.

O&M Contractor acknowledges that concurrently with the performance of the services under this Agreement, other contractors, vendors, suppliers and consultants, including the BOP Contractor ("Separate Contractor"), may be supplying, engineering, constructing, installing, commissioning, testing, operating, and maintaining other aspects of the Wind Plant on behalf of Owner pursuant to their respective separate contracts. O&M

Contractor shall cooperate with such Separate Contractors and shall coordinate the performance of its obligations hereunder to minimize any interference with the work of the Separate Contractors, but not to the extent of disrupting O&M Contractor's schedule or sequence of the Services. Owner shall instruct the Separate Contractors to coordinate the performance of their work with O&M Contractor to minimize any interference with O&M Contractor's performance of the Services. O&M Contractor shall schedule daily meetings with all Subcontractors and Separate Contractors to the extent necessary to allow for proper coordination of the Services with the work of the Separate Contractors.

ARTICLE 6 PARTY REPRESENTATIVES

6.1 Representatives.

(a) O&M Contractor has appointed an individual Representative (the "O&M Contractor Representative") who is authorized and empowered to act for and on behalf of O&M Contractor on all matters concerning this Agreement and O&M Contractor's obligations hereunder. The O&M Contractor Representative is set forth on Exhibit K. O&M Contractor Representative shall: (a) act as the liaison for O&M Contractor's communications with Owner; (b) be responsible for receiving all reports due under this Agreement from Owner and delivering all reports due hereunder to Owner; (c) be Experienced and have authority to make prompt means and methods decisions at the Wind Plant Site on a real time basis; (d) be available at all times during Normal Business Hours, and as necessary to address any Emergencies. O&M Contractor Representative may appoint a temporary alternate with delegated authority to act on behalf of O&M Contractor and fulfill the obligations of O&M Contractor by providing written notice to Owner.

(b) Owner and O&M Contractor acknowledge and agree that Owner has appointed the Los Angeles Department of Water and Power to be the operating agent for the Wind Plant (the "Operating Agent"). The Operating Agent is authorized and empowered to act for and on behalf of Owner on all matters concerning this Agreement and Owner's obligations hereunder. The Operating Agent has designated the individual(s) identified on Exhibit K to be the "Owner Representative."

(c) Neither O&M Contractor Representative nor Owner Representative shall have the authority to amend any provision of this Agreement.

(d) Each Party shall be bound by the written communications, directions, requests and decisions made by O&M Contractor Representative or Owner Representative, as the case may be, subject to the prohibition to amend this Agreement set forth in the preceding sentence.

(e) O&M Contractor shall notify Owner in writing of any changes to the identity of O&M Contractor Representative and Owner shall notify O&M Contractor in writing of any changes to the identity of Owner Representative.

ARTICLE 7 FEES AND COST REIMBURSEMENT

7.1 Fixed Fees.

(a) Fixed Fee. During the Term of this Agreement, Owner shall pay O&M Contractor a fixed annual (the "Fixed Fee") as compensation for performing the Fixed Fee Services. The Fixed Fee shall be deemed to cover all Fixed Fee Services performed at any time during any day (whether during or outside of regular work hours or work days) and all costs and expenses incurred by O&M Contractor in connection with the performance of all such Fixed Fee Services, including O&M Contractor's compliance with the Prevailing Wage Requirements.

(b) Liquidated Damages. During the Availability Term, WECs will be subject to the terms and conditions regarding Availability set forth in Exhibit D. Failure to comply with Availability covenants set forth in Exhibit D will result in liquidated damages as set forth in Exhibit D.

7.2 Reimbursable Expenses.

(a) Expenses incurred by O&M Contractor for Cost Reimbursable Services shall be paid for as reimbursable expenses ("Reimbursable Expenses"), so long as such expenses were (i) preapproved by Owner in accordance with Article 8, or (ii) incurred by O&M Contractor in accordance with Section 4.1(c)**Error! Reference source not found.**, Section 4.1(d), Section 14.4.

(b) O&M Contractor shall be entitled to Reimbursable Expenses if O&M Contractor performs Cost Reimbursable Services at Owner's request after a WEC has suffered damage or incurred a fault or defect as a result of: (i) Force Majeure; or (ii) any willful act or omission of or negligence by the Owner or the Separate Contractors.

(c) Unless the Parties otherwise agree to a fixed fee for any Reimbursable Expenses, Owner shall be billed on a time and materials basis as set forth in Exhibit G for Reimbursable Expenses.

(d) The Reimbursable Expenses shall be payable as set forth in Section 7.3.

7.3 Payment Procedure.

(a) The Fixed Fee shall be paid in quarterly installments. O&M Contractor shall submit an invoice to Owner no later than fifteen (15) days prior to the beginning of each calendar quarter (except with respect for the first quarter of the Term, which invoice will be submitted on or after the Effective Date) for the next quarterly installment of the Fixed Fee. Owner shall pay such quarterly installment of the Fixed Fee no later than sixty (60) days after receipt of the invoice from Contractor.

(b) On or before the fifteenth (15th) day of each month following the Effective Date, O&M Contractor shall submit to Owner a detailed invoice of any Reimbursable Expenses for work which has been fully performed with sufficient supporting documentation and explanation for all costs incurred by O&M Contractor with respect to the just ended month.

(i) Invoices for Reimbursable Expenses shall be itemized and include details such as number of labor hours, personnel associated with each line item (including any Subcontractors), costs of parts and materials, proof of payment, and if applicable shall include any associated Quote, Quote Number, and Service Order Report.

(ii) In the case of a conflict or discrepancy between the content of a Service Order Report, a Quote, or any other materials submitted by O&M Contractor pursuant to this Section 7.3, Owner shall pay O&M Contractor based on the lowest cost provided in any supporting materials.

(iii) any Subcontractor charges shall be invoiced to Owner at cost without a markup, except that O&M Contractor may charge an administrative fee equal to **[.1 percent (.1)%]** of such Subcontractor charges for costs necessary to administer any Subcontract.

(iv) O&M Contractor shall provide any additional documentation requested by Owner necessary to pay the invoice.

(v) All payments of Reimbursable Expenses shall be paid within (60) days after receipt of any undisputed invoice and supporting documentation.

(vi) Reimbursable Expenses incurred by O&M Contractor more than three (3) months prior to the first day of the month such invoice is issued shall not be included on any invoice or payable to O&M Contractor without the consent of Owner, and O&M Contractor shall first obtain Owner's written approval before commencing any work which cannot be completed and invoiced to Owner within three (3) months from the date O&M Contractor incurs such expense.

(c) All payments made by Owner to O&M Contractor under this ARTICLE 7 shall be paid by wire transfer of immediately available funds to O&M Contractor at an account designated in writing by O&M Contractor.

(d) Owner is entitled to withhold from any payment due O&M Contractor such amount as reasonably determined by Owner to protect Owner due to: (a) the filing of any lien or other Encumbrances or evidence indicating the probable filing or asserting of any lien or other Encumbrances in connection with the Services against Owner, the Wind Plant Site or any portion thereof which O&M Contractor has not addressed in accordance with Section 5.4; (b) Losses incurred and Claims for which O&M Contractor has an obligation to indemnify an Owner Indemnified Party under this Agreement; and (c) defective or incomplete Services by O&M Contractor or any of its Subcontractors; (d) any amounts due and payable by O&M Contractor to Owner under this Agreement; and (e) O&M Contractor's failure to pay its Subcontractors, unless such payments are being disputed in good faith by O&M Contractor (and provided that if such failure is not the subject of a good faith dispute, Owner may, but is not obligated to, and without assuming any liability to O&M Contractor or such Subcontractor, pay any undisputed amount to a Subcontractor).

If and when the cause or causes for withholding any such payment as provided under this Section 7.3(d) are remedied or removed and satisfactory evidence of such remedy or removal has been presented to Owner, the payments withheld shall be made promptly to O&M Contractor.

7.4 Records and Audits.

Except as otherwise required by Applicable Laws affecting O&M Contractor, O&M Contractor shall keep books and records in accordance with U.S. generally accepted accounting principles consistently applied ("GAAP"), with respect to any work performed pursuant to this Agreement throughout the Term. O&M Contractor shall make such books and records available upon no less than twenty-four (24) hours' notice to O&M Contractor, with such notice being given on a Business Day, for inspection and audit by Owner and/or its designated Representatives during O&M Contractor's Normal Business Hours and at the Wind Plant Site; provided that O&M Contractor's company software, books and records not related to this Agreement shall not be subject to inspection or audit, except to the extent such software, books, records, or personnel records relate to any Reimbursable Expense or are relevant to verifying compliance with this Agreement. If any such inspection or audit discloses that any error has occurred and that, as a result thereof, any overpayment or any underpayment has occurred, the amount thereof shall promptly be paid to the Party to whom it is owed by the other Party; provided that neither Party shall be liable for any amounts after three (3) years from the date of the inspection or audit conducted by Owner. Neither Owner nor any of its Representatives shall have any obligation to take any action based upon what it may or could discover in the course of any document review or inspection of the Wind Plant or the books and records and neither (i) Owner's nor its Representatives' exercise of Owner's right to inspect and review, (ii) Owner's failure to exercise such right to inspect or review or (iii) Owner's or any of its Representatives' failure to take any action or report any observations as a result of such inspection or review, shall in any such case constitute a waiver of any rights or remedies that Owner may have under this Agreement. Owner's review and/or approval of materials and documents submitted by O&M Contractor shall not relieve O&M Contractor of its obligations to meet all the requirements hereof, nor shall Owner be liable to O&M Contractor or any other Person by reason of its review and/or approval of such materials and documents.

7.5 Disputed Amounts.

(a) If a dispute arises regarding the payments to be made to either Party hereunder, Owner or O&M Contractor, as applicable, shall pay all undisputed amounts, and the Parties shall attempt in good faith to resolve the dispute as promptly as practicable and, if unsuccessful, shall resolve the payment dispute in accordance with the dispute resolution provisions in Article 21.

7.6 Taxes.

O&M Contractor shall be responsible for the payment of all Taxes assessed or based upon the income or property of O&M Contractor. At the request of Owner, O&M Contractor shall make available to Owner and claim any and all applicable sales, use, excise, value added or other similar transactional tax exemptions, credits or deductions relating to the services provided by O&M Contractor pursuant to this Agreement available to O&M Contractor or Owner, including any sale-for-resale exemption and any

manufacturing machinery or equipment exemption. At the request and expense of Owner, O&M Contractor agrees to take such action as may be reasonably required to allow any of the Services to qualify for any applicable exemption from sales, use, excise, value added or similar transactional tax. If a change in Applicable Laws after the Effective Date would result in an increase in Taxes payable by Owner under this Agreement, O&M Contractor shall, in consultation with Owner and at Owner's expense, use reasonable efforts to mitigate the effects of such increase in Taxes.

ARTICLE 8 REQUESTS, QUOTES AND TASK ORDERS.

8.1 Requests for Quotes.

Owner may at any time prior to the expiration of the Term, request additional services, or request changes to the Services provided by O&M Contractor pursuant to this Agreement, by submitting to O&M Contractor a written or oral quote request ("Quote Request") specifying in reasonably precise detail such additional services or such changes to Services specified in this Agreement.

8.2 Quotes.

Promptly following receipt of a Quote Request pursuant to Section 8.1, O&M Contractor will deliver to Owner (i) a quote for the additional services set forth in such Quote Request or the changes to the Services set forth in such Quote Request (each, a "Quote") or (ii) a written or oral explanation of why certain services and/or parts set forth in such Quote Request cannot be provided pursuant hereto. Each Quote will:

(a) specify with reasonable precision the Services to be provided by O&M Contractor, including a description of work, projected labor hours, classification for personnel to perform the Services, whether any Subcontractors will be utilized in the performance of the Services, projected labor costs, and total costs;

(b) for each Service specified in such Quote, specify that such Service is to be provided on the basis of (i) a fixed price set forth in the Quote, (ii) time and materials charges based on Exhibit G or (iii) a combination a fixed price and time and materials charges;

(c) for each part specified in such Quote, specify a fixed price;

(d) for each part sourced from O&M Contractor internal procurement department, O&M Contractor must provide information sufficient to demonstrate that the cost for part(s) is equal to or lower than the price for such part in the market. This may be demonstrated by providing a second quote for such part from an external source, including BOP Contractor; and

(e) identify the Quote by specifying a unique Quote number for the Quote (each, a "Quote Number").

(f) identify a date by which the Owner may accept the Quote and O&M Contractor must honor the Quote (the "Quote Expiration Date").

8.3 Approval.

Not later than the Quote Expiration Date, Owner may confirm and approve such Quote by delivering to O&M Contractor a written confirmation by Owner's identifying the applicable Quote Number and requesting that O&M Contractor perform the services set forth in such Quote.

8.4 Quote for Proactive Maintenance.

The Parties acknowledge that as of the Effective Date, O&M Contractor has provided to Owner a Quote for the performance of certain proactive maintenance and services on the WECs as further described in Exhibit L ("Proactive Maintenance"), along with a lump sum, fixed price and schedule to complete such Proactive Maintenance. Owner will have the right, but not the obligation, to accept O&M Contractor's Quote for Proactive Maintenance, in which case the provisions of Exhibit L will apply.

ARTICLE 9 O&M FACILITY

O&M Contractor acknowledges and agrees that the O&M Facility shall be used by both O&M Contractor and BOP Contractor and that the portion of the O&M Facility dedicated for use by O&M Contractor is of sufficient size and proper design for the purpose of performing its obligations under this Agreement, including storing Spare Parts and O&M Contractor's service trucks and tools and providing office space for O&M Contractor's supervisors and employees. Owner will provide all services (cleaning, etc.), utilities, and consumables for the O&M Facility, including telephone and broadband services. O&M Contractor will establish and maintain an inventory control system with respect to all Spare Parts and tools at the Wind Plant.

ARTICLE 10 RIGHTS OF OWNER; USE OF OWNER'S PROPERTY

10.1 Owner's Property.

Title to all equipment, parts, materials, components, goods, supplies, Consumables, and Spare Parts for the WECs (collectively, "Parts") shall pass free and clear of any Encumbrances to Owner upon the earliest of any of (a) installation of such Part in a WEC (b) delivery of such Part to the Wind Plant Site or (c) payment for such Part. All materials, documents, reports, records, books, papers, print outs, plans, designs, or other work product generated, received, developed or purchased by O&M Contractor resulting from the performance of its obligations under this Agreement or otherwise developed by O&M Contractor in connection with this Agreement, (collectively, "Work Product", and collectively with Parts, "Owner's Property") shall be "works made for hire" according to U.S. Copyright law and similar laws, and shall be owned exclusively by Owner. If any portion of the Work Product is not considered a "works made for hire" or as otherwise necessary to ensure full ownership of the Work Product to Owner, O&M Contractor hereby irrevocably assigns to Owner all right, title, and interest in and to such Work Product, including all Intellectual Property Rights therein. O&M Contractor further agrees to deliver to Owner all Work Product (including any copies thereof) upon expiration or termination of this Agreement and upon request of Owner. For the purposes of this Section 10.1, "Owner's Property" shall not include (i) O&M Contractor's proprietary software applications or any proprietary modifications to the design of O&M Contractor's

or WEC Manufacturer's products or services or software applications for use with such products or services that result from O&M Contractor's use of Owner's WEC Data pursuant to the rights granted under Section 10.2, (ii) books and records not directly related to this Agreement, and (iii) O&M Contractor's personnel records.

10.2 Use of Owner's Property/Improvements.

Owner hereby grants O&M Contractor a limited right to use Owner's Property during the Term for the sole and exclusive purpose of performing the Services hereunder for the sole benefit of Owner. In addition, Owner grants O&M Contractor a limited right to use the data from the WECs (the "Owner's WEC Data") solely for O&M Contractor's internal business purposes, specifically, for the sole and exclusive purpose of creating and/or testing modifications to the design of its or WEC Manufacturer's products or services or software applications to be used in connection with those products or services. Owner's WEC Data shall be considered Confidential Information under ARTICLE 20 and shall be provided to O&M Contractor AS IS, WHERE IS, without any representations and warranties, express or implied. The use of Owner's WEC Data shall be at O&M Contractor's sole risk. In the event that O&M Contractor conceives, invents or develops, either by itself or in conjunction with others, any innovation, enhancement, modification or improvement relating to or useful in connection with the WECs or the Wind Plant solely using Owner's WEC Data (including all data and records pertaining thereto) (each an "Improvement") and begins to commercialize such Improvements, O&M Contractor (a) will promptly disclose such Improvement in writing to Owner, (b) will make available to Owner and will grant, and hereby does grant, to Owner an irrevocable, fully paid-up, royalty-free, nonexclusive right and license, with the right to sub-license, to practice, use, modify, make, have made, and otherwise exploit such Improvement in connection with its ownership and operation of the Wind Plant, and (c) shall not commercialize such Improvement without Owner's prior written consent. If any Improvement has been developed by O&M Contractor using data from other wind generating facilities in addition to Owner's WEC Data and O&M Contractor begins to commercialize such Improvement, O&M Contractor shall promptly disclose such Improvement in writing to Owner.

10.3 Title in Replacement Parts.

Insofar as O&M Contractor installs any Parts in performing the Repair Services:

(a) any such Part shall become Owner's Property as set forth in Section 10.1;

(b) the part that O&M Contractor removes from the WEC and replaces with such Part shall continue to be the property of Owner until such time as Owner directs O&M Contractor to remove the part from the Wind Plant Site. The part shall automatically cease to be Owner's Property upon its removal from the Wind Plant Site and shall become the property of O&M Contractor upon its removal from the Wind Plant Site; and

(c) At the request of Owner, O&M Contractor shall promptly remove from the Wind Plant Site any part that is removed from the WEC pursuant to Section 10.3(b).

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 O&M Contractor's Representations and Warranties.

O&M Contractor hereby represents and warrants to Owner that:

(a) O&M Contractor is a [_____] duly organized and validly existing under the laws of [_____], and has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) O&M Contractor's execution and delivery of, and the performance of its obligations under, this Agreement have been duly authorized by all necessary action of O&M Contractor. This Agreement constitutes the legal, valid and binding obligation of O&M Contractor and is enforceable against it in accordance with its terms, except as such enforcement may be limited by any bankruptcy, insolvency, moratorium or similar law or by general equitable principles (regardless of whether enforcement is sought in a proceeding in equity or at law).

(c) None of the execution or delivery of this Agreement or the performance by O&M Contractor of its obligations hereunder shall: (i) conflict with or violate any provision of O&M Contractor's organizational documents; (ii) conflict with, violate or result in a breach of, any Applicable Laws in effect as of the Effective Date; or (iii) conflict with, violate or result in a breach of, or constitute a default under or result in the imposition or creation of, any security under any agreement or instrument to which O&M Contractor is a party or by which it or any of its properties or assets are bound. O&M Contractor is not in default of its obligations under any agreement or instrument to which O&M Contractor is a party which could reasonably be expected to have a material adverse effect on O&M Contractor or its ability to perform its obligations under this Agreement.

(d) O&M Contractor has obtained all Permits as required under Applicable Laws to enable O&M Contractor to perform its obligations hereunder, as required under Section 4.5, and no registration, declaration or filing with any Governmental Authority is required on the part of O&M Contractor in connection with the execution, delivery and performance by it of this Agreement, except for those Permits (i) which have already been duly obtained or made, were validly issued and are in full force and effect and have become final and are not subject to appeal and all appeal periods with respect thereto shall have expired or (ii) which O&M Contractor has no reason to believe will not be granted prior to the time such Permit is required to be obtained under Applicable Laws.

(e) O&M Contractor is qualified to operate and maintain the Wind Plant and to perform its obligations hereunder. All of O&M Contractor's personnel performing the Services set forth in this Agreement shall be qualified to perform such obligations and shall be Experienced or shall be properly trained in performing the tasks which they shall perform.

(f) There are no actions, suits, claims, complaints, investigations or legal or administrative or arbitration proceedings pending or, to O&M Contractor's knowledge, threatened, whether at law or in equity, whether civil or criminal in nature, or whether before any Governmental Authority or arbitrator, against or affecting O&M Contractor which could reasonably be expected to have a material adverse effect on O&M

Contractor or its ability to perform its obligations under this Agreement. There is no outstanding order, writ, injunction, decree, judgment or award by any court, arbitration panel or Governmental Authority against or affecting O&M Contractor which could reasonably be expected to have a material adverse effect on O&M Contractor or its ability to perform its obligations under this Agreement.

(g) O&M Contractor is not entitled to, and will not, take any tax position that is inconsistent with O&M Contractor's being a service provider to Owner with respect to the Wind Plant, including the WECs. Accordingly, O&M Contractor shall not claim, among other things, any depreciation or amortization deduction, investment tax credit, production tax credit, or environmental attribute, with respect to the Wind Plant, including the WECs.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnification by O&M Contractor.

O&M Contractor shall indemnify, hold harmless and, at the option of Owner, defend, any Owner Indemnified Party from and against (i) any Losses that arise, or any Claims brought as a result of, the Release of Hazardous Materials or other environmental conditions due to the action or inaction or willful misconduct of any O&M Contractor Party; (ii) (x) all Claims of injury or death to any Person, including any Claims by any O&M Contractor Party, and any Losses incurred by the Owner Indemnified Party as a result of such Claims, or (y) any Losses incurred by any Owner Indemnified Party or Claims brought against any Owner Indemnified Party due to loss of, damage to, or destruction of property of such Owner Indemnified Party or third persons, that, in the case of clauses (x) and (y), arises out of or is otherwise in connection with the acts, errors, or omissions of any O&M Contractor Party incident to the performance of this Agreement on the part of any O&M Contractor Party or breach by O&M Contractor of any provision of this Agreement; (iii) Losses incurred by, and Claims brought against, an Owner Indemnified Party resulting from Encumbrances created by, through, or under an O&M Contractor Party (unless due to Owner's failure to make payments to O&M Contractor as specified in this Agreement); or (iv) Losses incurred by, or Claims asserted against, an Owner Indemnified Party on account of any violation of or noncompliance with any Applicable Law to which the O&M Contractor Parties are subject, including O&M Contractor's and its Subcontractors' compliance with the Prevailing Wage Requirements. O&M Contractor shall also indemnify each Owner Indemnified Party against any Claims on the Wind Plant or the Wind Plant Site from O&M Contractor's creditors, other than Claims due to the failure of Owner to make all Payment Obligations. Notwithstanding anything to the contrary in this Agreement, O&M Contractor shall not have a duty to defend, indemnify, save or hold harmless any Owner Indemnified Party to the extent such Losses or Claims arise out of the negligence or willful misconduct of any Owner Indemnified Party. Solely and expressly for the purpose of the obligations to defend and indemnify as set forth in this Section 12.1, O&M Contractor specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW ("Title 51 RCW"). O&M Contractor further acknowledges and agrees that this waiver of immunity under Title 51 RCW has been specifically entered into pursuant to the provisions of RCW 4.24.115 and has been the subject of mutual negotiations and agrees that the waiver provided by this Section 12.1 shall be limited to Claims asserted by employees of O&M Contractor, directly or indirectly, against Owner, irrespective of the type of relief sought or demanded, and irrespective of whether the

damage alleged is bodily injury (including death), damage to property, economic loss, general damage, special damages or punitive damages.

12.2 Intellectual Property Indemnification.

O&M Contractor agrees to indemnify, defend, and hold harmless any Owner Indemnified Party from and against any Losses arising from, or related to any Claim that the Work Product, O&M Contractor's performance of the Services under this Agreement, or Owner's receipt, use or disposition of the same for their intended purposes, infringe upon or otherwise conflict with any Intellectual Property Rights of any Person. Owner (i) will notify O&M Contractor promptly of the receipt of any such Claim, (ii) will provide O&M Contractor with any information reasonably available to Owner required by O&M Contractor to settle and defend the Claim. O&M Contractor shall, at its own expense and option, (i) settle or defend the Claim and pay all damages and costs awarded against Owner, (ii) procure for Owner the right to continue to use the materials, equipment, or other items that are the subject of the Claim, (iii) modify such materials, equipment, or other items or the performance of the Services to eliminate the alleged infringement, or (iv) replace the infringing equipment, materials, or other items or re-perform the infringing Services. If, in any suit arising from such Claim, the continued use of the materials, equipment other items, or Services or the purpose intended thereof is forbidden by any court of competent jurisdiction, O&M Contractor shall at its option take one or more of the actions under clauses (ii), (ii), or (iv) above.

12.3 Attorneys' fees.

O&M Contractor shall be liable for the reasonable attorneys' fees, costs, and expenses, incurred by any Owner Indemnified Party and associated with defending or preparing to defend any Claim covered by this Article 12.

12.4 Survival-

Notwithstanding any other provision of this Agreement, the provisions of this ARTICLE 12 are intended to and shall survive termination of this Agreement.

ARTICLE 13 TERMINATION

13.1 Termination by Either Party.

Either O&M Contractor or Owner ("Terminating Party") may terminate this Agreement without limiting any other rights or remedies it may have:

(a) if the other Party fails to make any undisputed payment required to be made hereunder when such payment is due and owing under this Agreement, and such failure shall continue for ninety (90) days after written notice thereof has been given to the non-paying Party; or

(b) if the other Party has filed against it petitions under any insolvency or bankruptcy Law of any jurisdiction which are not dismissed within sixty (60) days of the date filed, proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy under any provision of Applicable Law or consents to the

filing of any bankruptcy or reorganization petition against it under any similar Law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of such Party.

13.2 Termination by Owner.

Owner shall be entitled to terminate this Agreement by delivery of written notice of termination to O&M Contractor in any of the following events:

(a) O&M Contractor fails to comply with the Requirements of the Project Agreements and such failure causes or is likely to cause Owner to be in breach of one or more of the Project Agreements and such failure is not cured within thirty (30) days after written notice thereof has been given to O&M Contractor;

(b) O&M Contractor fails to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder (which failure is addressed in Section 13.1), and such failure continues for thirty (30) days after written notice thereof has been given to O&M Contractor, unless O&M Contractor demonstrates to Owner's reasonable satisfaction that such failure cannot reasonably be cured within said thirty (30) days and O&M Contractor shall have commenced to cure, in which case O&M Contractor shall have a commercially reasonable time period to cure such default not to exceed sixty (60) days in the aggregate;

(c) In the event that O&M Contractor is prevented from performing its obligations hereunder for a period of one hundred eighty (180) days due to an event or events of Force Majeure affecting Owner;

(d) O&M Contractor abandons the operation of the WECs and the performance of the Services under this Agreement for a period of two (2) consecutive Business Days without the prior written consent of Owner;

(e) any representation or warranty made by O&M Contractor in this Agreement shall contain an untrue or misleading statement of a material fact as of the date made, and such untrue or misleading statement has, or Owner reasonably determines could have, a material adverse effect on the Owner, the Wind Plant or O&M Contractor's ability to perform its obligations under this Agreement.

(f) O&M Contractor's failure to comply with the Emergency requirements provided in Section 4.4.

(g) If Measured Average Availability is less than eighty percent (80%) in any two (2) consecutive Production Periods, then Owner may, in its sole discretion, elect to terminate this Agreement by providing Contractor with sixty (60) days' prior notice of its intent. Owner's notice of intent to terminate must be provided to Contractor within ninety (90) days following the calculation of Measured Average Availability for the second Production Period in which such Measured Average Availability is less than eighty percent (80%).

13.3 Termination by O&M Contractor.

Except as provided in Section 13.1(a), O&M Contractor may terminate this Agreement if Owner fails to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such failure shall continue for thirty (30) days after written notice thereof has been given to Owner, Owner demonstrates to O&M Contractor's reasonable satisfaction that such failure cannot reasonably be cured within said thirty (30) days, and Owner shall have commenced to cure, in which case Owner shall have a commercially reasonable time period to cure such default not to exceed sixty (60) days in the aggregate.

13.4 Additional Remedies.

Upon the occurrence of an event set forth in Sections 13.1, 13.2, or 13.3, the non-breaching Party may pursue any remedy at law or in equity, including termination of this Agreement, without prejudice to any rights or actions or remedies it may have in respect of any breach of this Agreement or any rights or obligations which expressly survive termination of this Agreement. Except as expressly provided to the contrary in this Agreement, upon the occurrence of a breach by a Party in the performance of its obligations under this Agreement, all rights and remedies of the non-breaching Party are cumulative of each other and of every other right or remedy available at law or in equity to such non-breaching Party, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights and remedies.

13.5 Termination Without Cause. This Agreement may be terminated by Owner, without cause, upon thirty (30) days' written notice to O&M Contractor, and O&M Contractor shall stop all work under this Agreement on the date for termination set forth in such notice. O&M Contractor shall be entitled to payment for all materials and services performed to the date of termination and shall be compensated at the rates set forth in Schedule 7.2.

13.6 Wind Plant Condition at End of Term.

Upon expiration or termination of this Agreement, O&M Contractor shall forthwith deliver to Owner any Owner Property and all other project-specific books, records, papers, or other information or materials documenting the Services performed or necessary for Owner to operate and maintain the WECs or the Wind Plant. O&M Contractor shall reasonably cooperate with Owner or the successor to O&M Contractor to ensure that any transfer of the duties and responsibilities of O&M Contractor shall be effected with as little disruption to the WECs and the Wind Plant as possible, and shall thereafter promptly remove its personnel from the Wind Plant Site. O&M Contractor shall leave the WECs, the Wind Plant Site and the O&M Facility in as good condition as on the Effective Date, normal wear and tear and casualty excepted. Owner shall also have the right, in its sole discretion, to directly assume and become liable for any contracts or obligations that O&M Contractor may have undertaken with third parties in connection with the services under this Agreement to the extent such contracts are assignable. O&M Contractor shall execute all documents and take all other reasonable steps reasonably requested by Owner that may be required to assign such contracts or obligations to Owner and otherwise transfer the Owner's Property to Owner.

**ARTICLE 14
WARRANTIES AND GUARANTEES**

14.1 Services Warranty.

O&M Contractor warrants to Owner that all of the Services performed by O&M Contractor under this Agreement shall be: (a) performed: (i) in accordance with this Agreement (including the Standards of Performance) and (ii) by qualified personnel, licensed in accordance with Applicable Laws, where required, and (b) free from defects in materials and workmanship (the "Services Warranty"). The Services Warranty and the remedy set forth below apply to any defect that appears within twelve (12) months from the date the work giving rise to the claim was performed ("Services Warranty Period"); provided, however, that to the extent that a Services Warranty claim arises out of defects in materials or equipment purchased by O&M Contractor under this Agreement (and not, for the avoidance of doubt, the installation, maintenance, or other services necessary to utilize such materials or equipment, which shall be subject to the Services Warranty), the warranty with respect to such materials or equipment shall be that provided by the original equipment manufacturer of such material or equipment; provided that Owner has been given an opportunity to review the applicable warranty coverage prior to O&M Contractor's purchase of such materials or equipment; and provided further that as . O&M Contractor further warrants in favor of Owner that all Services Warranty corrections performed by O&M Contractor pursuant to this Agreement shall conform to the requirements of the Services Warranty and shall be warranted until the later of (i) the date that is twelve (12) months from the date such Services Warranty correction was performed, or (ii) the end of the original Services Warranty period; provided that in no event will any Services Warranty (or Services Warranty correction) extend beyond the date that is twelve (12) months from the end of the Term.

14.2 Exclusive Remedy.

(a) Subject to ARTICLE 15 (and except as otherwise provided in Section 12.1, Section 12.2, or Section 13.2), the exclusive remedy for any Claim based on a breach of the Services Warranty by O&M Contractor under this Agreement shall be the replacement by O&M Contractor of any defective parts or materials and re-performance by O&M Contractor of the defective portion of any Services, in each case at O&M Contractor's sole expense. If O&M Contractor fails to promptly commence any Services Warranty correction, or fails to properly complete any Services Warranty correction within a reasonable period of time of becoming aware of such defect, Owner may, but shall not be obligated to, perform the Services Warranty correction at O&M Contractor's sole expense, and O&M Contractor shall reimburse Owner for such expenses within sixty (60) days after Owner provides an invoice therefor.

(b) The foregoing Services Warranty as set forth in Section 14.1 shall not apply to the extent such breach of Services Warranty occurs as a result of Owner's failure to act in accordance with Prudent Industry Practice or to comply with the terms of this Agreement or the Maintenance Manual or as a result of Owner's gross negligence or willful misconduct.

14.3 Exclusive Services Warranty.

Except for the guarantee set forth in Section 14.5 or as otherwise expressly stated in this Agreement, the Services Warranty contained in Section 14.1 is exclusive and in lieu

of all other warranties, whether written, oral, implied or statutory, with respect to goods and Services provided by O&M Contractor pursuant to this Agreement, but does not affect any separate express warranty provided by any equipment or materials supplier to the Wind Plant. NO IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

14.4 Assignment of Warranties.

Unless otherwise agreed as part of a Quote (including in connection with the Proactive Maintenance, which is addressed in Exhibit L), O&M Contractor shall secure commercially reasonable manufacturers' warranties, consistent with Prudent Industry Practices, with respect to any Parts, including Spare Parts, provided and used by O&M Contractor under this Agreement and shall ensure that such warranties are assignable to Owner upon the completion of work or upon the end of the Term of this Agreement, as applicable. O&M Contractor shall provide to Owner the terms of any extended warranty that is available for any Part that O&M Contractor procures or intends to procure after the Effective Date. If Owner approves of such terms and requests that O&M Contractor obtain such extended warranty, then O&M Contractor shall obtain such extended Warranty, and the cost of such extended warranty shall be a Reimbursable Expense. Owner shall be entitled to the benefit of any Subcontractor or manufacturer warranty that extends beyond the Services Warranty Period to the extent that any such warranty is assignable, and O&M Contractor shall use its best efforts to ensure that such warranties are assigned to Owner and shall execute any assignments or other documents reasonably necessary to assign to Owner such warranties.

14.5 Technical Availability Guarantee.

O&M Contractor guarantees that Wind Plant will operate in accordance with the terms and conditions set forth in Exhibit D.

ARTICLE 15 WAIVER OF CONSEQUENTIAL DAMAGES

15.1 Waiver of Consequential Damages.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR THE OTHER PARTY'S SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM (I) THIRD PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 12 OR (II) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 16 FORCE MAJEURE

16.1 Force Majeure.

(a) Notwithstanding any other provision of this Agreement each Party's obligations under this Agreement shall be suspended by any Force Majeure if and to the

extent that such Party is prevented or delayed from performing by reason of the Force Majeure; provided, however, that (i) the suspension of performance shall be of no greater scope and of no longer duration than is necessarily caused by the Force Majeure and required by any remedial measures, (ii) no obligations of any Party that arose before the occurrence of such causes shall be excused as the result of the occurrence, and (iii) each Party shall use diligent efforts to remedy its inability to perform; and provided further that no Force Majeure shall excuse any Payment Obligations of either O&M Contractor or Owner otherwise due hereunder. If the performance by either Party of its obligations under this Agreement is affected by any Force Majeure, such Party shall as soon as practicable notify the other Party of the nature and extent thereof.

(b) Following the occurrence of any Force Majeure, the Party declaring Force Majeure (the "Affected Party") shall:

(i) provide prompt notice to the other Party of the Force Majeure, giving an estimate of its expected duration and the probable impact on the performance by the Affected Party of its obligations hereunder;

(ii) exercise all efforts to continue to perform its obligations hereunder not so affected;

(iii) expeditiously act to correct or cure the Force Majeure;

(iv) exercise all efforts to mitigate or limit damages to the other Party;

(v) provide prompt notice to the other Party of the cessation of the Force Majeure and the resumption by the Affected Party of the performance of the affected obligations.

ARTICLE 17 INSURANCE

17.1 O&M Contractor Insurance.

O&M Contractor shall, at its sole cost and expense, procure, maintain and provide Owner with acceptable evidence (in form and substance satisfactory to Owner) of the existence of the types and amounts of insurance specified in Exhibit C during the Term of this Agreement.

17.2 Additional Requirements.

Each policy of insurance required by this ARTICLE 17 shall:

(a) The specified insurance shall also, either by an Acord certificate of insurance accompanied by the required endorsements specified in Exhibit C or by provisions in the policies, or by other endorsement attached to such policies, include an endorsement to the policy naming Owner, its Members, its directors, officers, employees, Representatives and agents as an additional insured as respects O&M Contractor's negligent acts, errors, or omissions in its performance of the Agreement, hereunder or other related functions performed by or on behalf of O&M Contractor. Such insurance shall

not limit or qualify the liabilities and obligations of the O&M Contractor assumed under the Agreement.

(b) provide that all such insurance shall be Primary and Noncontributing with any other insurance held by Owner and its Members where liability arises out of or results from the negligent acts, errors, or omissions of O&M Contractor, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of O&M Contractor. Any insurance carried by Owner which may be applicable shall be deemed to be excess insurance and the O&M Contractor's insurance is primary for all purposes despite any conflicting provision in the O&M Contractor's policies to the contrary.

The limits of insurance coverage shall in no way diminish O&M Contractor's liability.

17.3 Waiver of Subrogation.

All liability insurance policies specified in Exhibit C shall include a waiver of any right of subrogation of the insurers against Owner and its Members, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such Person insured under such policy.

ARTICLE 18 ACCESS TO WIND PLANT

18.1 By O&M Contractor.

Subject to any requirements of Applicable Law and the terms of this Agreement, Owner shall provide O&M Contractor and its Subcontractors, agents and employees with reasonable access to the Wind Plant and the Wind Plant Site in accordance with the terms and conditions of the Real Property Documents and the Wind Plant Policies and Procedures at all times and without prior notice for the purpose of performing O&M Contractor's duties under this Agreement.

18.2 By the Owner.

Owner and its agents, employees and invitees shall have full and free access to the Wind Plant and Wind Plant Site to perform any investigations, studies, operations and maintenance work or other activities deemed appropriate by Owner in its sole discretion. During any such access to the Wind Plant Site, any such agents, employees and invitees shall comply with all reasonable safety and security procedures, including the Wind Plant Policies and Procedures.

ARTICLE 19 NOTICES

19.1 Notices.

All notices, consents, approvals and other communications required or permitted by this Agreement or by Applicable Law to be served upon, delivered, provided, or given to a Party by the other Party must be in writing (whether or not a writing is expressly required by the applicable provision of this Agreement or the Applicable Law) and shall be deemed duly served, delivered, provided, or given and received (i) on the date of service, if served personally or sent electronic mail (each with appropriate confirmation of receipt)

to the Party to whom notice is to be given at the address or email address set forth below, or (ii) upon receipt, as evidenced by (a) a return receipt if mailed by first class registered or certified mail, postage prepaid, or (b) a tracking number if sent by a nationally recognized courier for next day service, in each case, to the address set forth below.

If to Owner:

Southern California Public Power Authority
Attn: Executive Director
1160 Nicole Court
Glendora, CA 91740
Telephone: (626) 793-9364
Email: executivedirector@scppa.org

With copies to:

Los Angeles Department of Water and Power
RE: Linden Wind Energy Project
111 N. Hope Street, Room 1263
Los Angeles, California 90012
Attention: External Energy Resources Group
Email: RPSOPS@ladwp.com

If to O&M Contractor:

[.....]

The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be given pursuant to this Agreement.

ARTICLE 20 CONFIDENTIALITY

20.1 Confidential Information.

Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective Representatives, as a condition to receiving confidential information hereunder, to keep confidential, except as required by Applicable Law, all documents, data, drawings, studies, projections, plans and other written information that relate to the economic benefits to or amounts payable by either Party under this Agreement, and documents that are clearly marked "Confidential" at the time a Party shares such information with the other Party ("Confidential Information"). The provisions of this ARTICLE 20 shall survive and shall continue to be binding upon the Parties for period of one (1) year following the date of termination of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

20.2 Permitted Disclosure.

Either Party may, without violating this ARTICLE 20, disclose matters that are made confidential by this Agreement:

(a) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective co-owners, investors, lenders, underwriters, contractors, suppliers, and others involved in operation and financing transactions and arrangements, provided that the parties to which disclosure is made are bound by confidentiality obligations at least as protective as those contained in this ARTICLE 20; and

(b) to governmental officials and parties involved in any proceeding in which either Party is seeking a permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement;

(c) to governmental officials or the public as required by any Applicable Law, including without limitation oral questions, discovery requests, subpoenas, civil investigations or similar processes and laws or regulations requiring disclosure of financial information, information material to financial matters, and filing of financial reports.

If a Party is requested or required, pursuant to any Applicable Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party can seek a protective order or other appropriate remedy concerning such disclosure.

20.3 Required Disclosure.

Notwithstanding the foregoing or any other provision of this Agreement, O&M Contractor acknowledges that Owner, as a California joint powers authority, is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et. seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et. seq. ("Brown Act"). Confidential Information of O&M Contractor provided to Owner pursuant to this Agreement shall become the property of Owner and O&M Contractor acknowledges that Owner shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Owner's copying or releasing to a third party any of the Confidential Information of O&M Contractor pursuant to the CPRA or Brown Act. Notwithstanding the foregoing or any other provision of this Agreement, Owner may record, register, deliver, and file all such notices, statements, instruments, and other documents as may be necessary or advisable to render fully valid, perfected and enforceable under all applicable Law any credit support contemplated by this Agreement and the rights, liens, and priorities of Owner with respect to any credit support.

20.4 CPRA Requests.

If Owner receives a CPRA request for Confidential Information of O&M Contractor, and Owner determines that such Confidential Information is subject to disclosure under the CPRA, then Owner will notify O&M Contractor of the request and its intent to disclose the documents. Owner, as required by the CPRA, will release such documents unless

O&M Contractor timely obtains a court order prohibiting such release. If O&M Contractor, (a) at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, (b) notifies Owner of its intention to seek a court order within five (5) days after receipt of notice of such CPRA request and (c) undertakes and agrees to defend, indemnify and hold harmless Owner Indemnified Parties from and against all suits, claims, and causes of action brought against any Owner Indemnified Party for Owner's refusal to disclose Confidential Information of O&M Contractor to any Person making a request pursuant to CPRA pursuant to documentation in form and substance reasonably satisfactory to Owner, then Owner shall, only if authorized under CPRA, delay release of the Confidential Information until O&M Contractor has had the opportunity to seek such court order. O&M Contractor's indemnity obligations shall include, but are not limited to, all actual costs incurred by the Owner Indemnified Parties, and specifically includes costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against any Owner Indemnified Party, through and including any appellate proceedings. O&M Contractor's obligations to all Owner Indemnified Parties under this Section 20.4 shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to O&M Contractor of Owner's governed by the terms of Section 12.1.

20.5 Disclosure of Tax Structure or Treatment.

Notwithstanding anything to the contrary set forth herein or in any other agreement to which O&M Contractor and Owner are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to this transaction, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of this transaction, and each Party (and any Representative of any Party hereto) may disclose to any and all persons, without limitation of any kind, the United States federal tax structure and United States federal tax treatment of this transaction. The preceding sentence is intended to cause this transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, O&M Contractor and Owner each acknowledge that it has no proprietary or exclusive rights to the tax structure of this transaction or any tax matter or tax idea related to this transaction.

ARTICLE 21 DISPUTE RESOLUTION

21.1 Step Negotiations.

The Parties shall attempt in good faith to resolve all disputes promptly by negotiation, as set forth below.

(a) First Step. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Representatives of both Parties at levels one level above the personnel who have previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute (the "First Step").

(b) Second Step. If the representatives of the Parties are unable to resolve the matter pursuant to First Step within fifteen (15) days after referral of the dispute to such representatives, or if no meeting of such representatives has taken place within fifteen (15) days after such referral, the matter shall be referred, by written notice, to the senior executives of each Party who shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute (the "Second Step").

(c) Final Step. If the senior executives are unable to resolve, or do not anticipate being able to resolve, the dispute pursuant to the Second Step within twenty (20) days after receiving notice of such dispute (or such longer time as they may mutually agree in writing), either Party may initiate litigation to pursue any legal remedy available to it at law and in equity in accordance with Section 22.1(b).

(d) Step Negotiation Procedures. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention so the other Party may also be accompanied by an attorney. All negotiations pursuant to this Section 21.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Each Party shall bear its own costs for this dispute resolution phase.

(e) Claims Presentment Under California Law. In addition to the dispute resolution process set forth in this Section, the Parties must comply with California Law governing claims against public entities and presentment of such claims.

21.2 Continued Prosecution of the Work.

In case of any dispute, O&M Contractor shall continue to diligently prosecute the work as set forth in this Agreement and maintain its progress, and Owner shall continue to make payments to O&M Contractor for those portions of the work completed that are not the subject of dispute in accordance with the Agreement.

ARTICLE 22 MISCELLANEOUS

22.1 Execution; Governing Law and Venue.

(a) This Agreement may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this

Agreement for all purposes, to the extent provided under applicable law, including California's Uniform Electronic Transactions Act.

(b) This Agreement shall be governed by, interpreted and enforced in accordance with and construed under the laws of the State of California without regard to conflict of law principles. All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

22.2 Amendments, Supplements, Etc.

Neither this Agreement nor any of the terms hereof may be amended, supplemented, or modified orally, but only by an instrument in writing signed by O&M Contractor and by Owner.

22.3 Headings.

The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

22.4 Assignment.

O&M Contractor may not assign, pledge or otherwise transfer this Agreement without the prior written consent of Owner. This Agreement may be assigned by Owner to a successor owner of the Wind Plant without O&M Contractor's prior consent. Owner may, without consent of O&M Contractor assign this Agreement to any Member or assignee proposed by Owner that has a current long-term credit rating (corporate or long-term senior unsecured debt) of (1) "A3" or higher by Moody's Investors Service, Inc. or (2) "A" or higher by Standard & Poor's. Any attempted assignment, pledge or other transfer in violation of this Section 22.4 shall be null and void.

22.5 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

22.6 Waiver.

The failure of either Party to this Agreement to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, 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. Notwithstanding anything express or implied herein to the contrary, nothing contained herein shall preclude either Party from pursuing any available remedies for breaches not rising to the level of a default, including without limitation recovery of damages caused by the breach and specific performance or any other remedy given under this Agreement now or hereafter existing in law or equity or otherwise.

22.7 Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, that provision shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the Parties, it being agreed and understood by the Parties that (i) this Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by Law, and (ii) the remainder of this Agreement shall remain in full force and effect.

22.8 Construction.

Every term and provision of this Agreement shall be construed as if both Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

22.9 Survival.

Upon the expiration or termination of this Agreement, this Agreement shall have no further force and effect, except that any rights and remedies that have arisen or accrued to a Party prior to such expiration or termination, or any obligations or liabilities that have arisen or accrued before such expiration or termination, and that expressly survive such expiration or termination pursuant to this Agreement, shall in each case survive expiration or termination. Except as otherwise set forth herein, (i) all representations, warranties and covenants of O&M Contractor set forth herein shall survive in full force and effect the expiration or termination of this Agreement until the expiration of the applicable statute of limitations, (ii) the rights, remedies and obligations set forth in ARTICLE 13 (Termination), ARTICLE 19 (Notices), ARTICLE 20 (Confidential Information), ARTICLE 21 (Dispute Resolution), and ARTICLE 22 (Miscellaneous Provisions), shall survive in full force and effect the expiration or termination of this Agreement to the extent necessary to enable a Party to exercise any of such accrued rights and remedies, and (iii) the rights, remedies and obligations set forth in Section 15.1 (Waiver of Consequential Damages) shall survive in full force and effect the expiration or termination of this Agreement, and (iv) the rights, remedies and obligations set forth in ARTICLE 12 (Indemnification) shall survive expiration or termination of this Agreement. This Section 22.9 shall survive in full force and effect the expiration or termination of this Agreement.

22.10 Entire Agreement.

This Agreement, including the exhibits and schedules attached hereto, which are hereby incorporated by this reference as though fully set forth herein, constitutes the entire contract between the Parties with respect to the subject matter hereof. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights, remedies, obligations or liabilities under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Agreement on behalf of the Parties, all as of the date first stated above.

[_____]

By: _____
Signature

Name

Title

By: _____
Signature

Name

Title

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

By: _____
Signature

Name

Title

EXHIBIT A SCHEDULE OF DEFINITIONS

When used in the Agreement (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

“Affiliate” of a Person (“First Person”) shall mean a Person which directly or indirectly controls, or is controlled by, or is under common control with, the First Person, and shall also include any limited partnership or limited liability company of which the First Person or Affiliate thereof is the general partner, managing member or manager, as the case may be. If Owner is the First Person, any current or future member of the First Person shall constitute an Affiliate. “Control” of a Person for purposes of this definition shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management, policies, or activities of a Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” shall have the meaning given thereto in the Preamble.

“Applicable Law” shall mean all local, state and federal Laws which are applicable to or which affect O&M Contractor, Owner, the Wind Plant or the Wind Plant Site, including the operation, maintenance or use of the Wind Plant Site, the Wind Plant, and the Interconnection Facilities, including any Permits, Environmental Laws, Safety Laws, bankruptcy Law, and zoning, sanitation, siting or building Laws. Applicable Law shall also include any requirements, rules or regulations set forth by the North American Electric Reliability Corporation or Western Electricity Coordinating Council.

“Availability” has the meaning set forth in Section 3.2 of Exhibit D.

“Balance of Plant” shall mean all equipment and materials and other items incorporated in the Wind Plant, except for the WECs. Balance of Plant includes, but is not limited to, the civil, electrical and mechanical construction works, principally roads, foundations for transformers and WECs, cable and pipe ducting, pad-mount transformers, switch gears, electrical cables, communication cables and system, SCADA system, meteorological station, and Wind Plant meter. Substations and Interconnection Facilities are not included in the Balance of Plant.

“BOP Contractor” shall mean any contractor performing Balance of Plant operation and maintenance services at the Wind Plant Site.

“Brown Act” shall have the meaning given thereto in Section 20.3.

“Business Day” shall mean any day except a Saturday, Sunday or other day on which commercial banks in the State of California or the State of Washington, are authorized by law to close.

“CPRA” shall have the meaning given thereto in Section 20.3.

“Claims” shall mean claims, charges, controversies, disputes, actions, suits, proceedings, demands or judgments against a Person.

“Confidential Information” shall have the meaning given thereto in Section 20.1.

“Consumables” shall mean those items that are installed, added to or otherwise used by the technicians in the process of performing Scheduled Maintenance; including rags, solvents, grease, lubricants and WEC parts (such as seals, o-rings, springs, hydraulic fittings, hoses, etc.), and excluding those items specifically identified as Spare Parts under this Agreement.

“Cost Reimbursable Services” means the services performed by O&M Contractor that are not Fixed Fee Services.

“Effective Date” shall have the meaning given thereto in the Preamble of this Agreement.

“Emergency” shall mean an event occurring at the Wind Plant Site, or any adjoining property, that (a) poses actual, or imminent risk of, (i) serious personal injury or (ii) material physical damage to one or more WECs or to the Wind Plant and (b) requiring, in the good faith determination of O&M Contractor or Owner, immediate preventative or remedial action.

“Encumbrance” shall mean (a) any mortgage, charge, lien, pledge, hypothecation, title retention arrangement or other security interest, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; (b) any easement, servitude, restrictive covenant, equity or interest in the nature of an encumbrance, garnishee order, writ of execution, right of set-off, lease, license to use or occupy, assignment of income or monetary claim; and (c) any agreement to create any of the foregoing or allow any of the foregoing to exist.

“Experienced” shall mean to have demonstrated experience of at least five (5) years providing the same or similar services to wind generation facilities of a type and size similar to the WECs and the Wind Plant.

“Extension Term” shall have the meaning given thereto in Section 3.2.

“Environmental Laws” shall mean all Laws relating to (i) the control of any pollutant, or protection of the air, water, or land, (ii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation, (iii) exposure to hazardous, toxic or other harmful substances, and (iv) the protection and enhancement of the environment. Environmental Laws shall include the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., the Endangered Species Act, 16 U.S.C. § 1531 et seq., the Resource Conservation Recovery Act, 42 U.S.C. § 6901 et seq., the Safe Drinking Water Act 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act, 32 U.S.C. § 9601 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., any state or local laws relating to Permits, such as the Washington State Environmental Policy Act, RCW Ch. 43.21C et seq., the Energy Site Evaluation Council Act, RCW Ch. 80.50 et seq., the State Water Code, RCW Ch. 90.03 et seq., and local land use control ordinances or similar laws, any state or local laws implementing or substantially equivalent to the foregoing federal requirements, such as the Model Toxics Control Act, RCW Ch. 70.105D et seq., the

Hazardous Waste Management Act, RCW Ch. 70.105 et seq., the Solid Waste Management Act, RCW Ch. 70.95 et seq., the Washington Clean Air Act, RCW Ch. 70.94 et seq., the Washington Aquifer Protection Areas Act, RCW Ch. 36.36 et seq., the Washington Water Pollution Control Act, RCW Ch. 90.48 et seq., and other similar Laws.

“Fail” means that the Part (a) ceases to operate; or (b) actually and materially fails to perform its intended function. For the avoidance of doubt, a Failed Part includes a Part that can only continue to operate or to perform its intended function because of Contractor implemented de-rating or parameter changes. “Failure” and “Failed” will have a correlative meaning.

“First Step” shall have the meaning given thereto in Section 21.1(a).

“Fixed Fee” shall have the meaning given thereto in Section 7.1(a).

“Fixed Fee Services” means the services set forth in Exhibit B of this Agreement.

“Force Majeure” shall mean any act of God, labor disturbance of a regional, national or sector-wide nature, and not directed solely against the affected Party, act of the public enemy, war, insurrection, riot, fire, extreme and severe storm or flood, explosion, or any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities occurring after the Effective Date (i) which prevents one Party from performing any of its obligations under this Agreement, (ii) which could not reasonably be anticipated as of the Effective Date, (iii) which is not within the reasonable control of, or the result of negligence, willful misconduct, breach of contract, intentional act or omission or wrongdoing on the part of the affected Party (or any subcontractor or Affiliate of that Party, or any Person under the control of that Party or any of its subcontractors or Affiliates, or any Person for whose acts such subcontractor or Affiliate is responsible), and (iv) which by the exercise of due diligence the affected Party is unable to overcome or avoid or cause to be avoided; provided that nothing in this clause (iv) shall be construed so as to require either Party to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or labor dispute in which it may be involved. Without limiting the generality of the foregoing, a Force Majeure does not include any of the following: (1) events arising from the failure by O&M Contractor to operate or maintain the Wind Plant in accordance with this Agreement; (2) any increase of any kind in any cost; (3) delays in or inability of a Party to obtain financing or other economic hardship of any kind; (4) failure of third parties to provide goods or services essential to a Party’s performance; (5) Wind Plant or equipment failure of any kind; or (6) any changes in the financial condition of the Owner, O&M Contractor, any Representative, or any Subcontractor or supplier affecting the affected Party’s ability to perform its obligations under this Agreement.

“Governmental Authority” shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public entity, including any zoning authority, building inspector, or health or safety inspector.

“Hazardous Materials” shall mean any dangerous, hazardous or toxic substance or constituent or pollutant or contaminant which, pursuant to any Applicable Law, has been determined, to be hazardous, toxic or dangerous to human health or the environment, including but not limited to any hazardous substance under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C.A. §

9601 et. seq.), any solid waste under the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C.A. § 6901 et. seq.), or any contaminant, pollutant, waste or toxic substance under the Clean Air Act, as amended (42 U.S.C.A. § 7401 et. seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.A. § 1251 et. seq.), the Safe Drinking Water Act, as amended (42 U.S.C.A. § 300f et. seq.), the Emergency Planning and Community Right-To-Know Act, as amended (42 U.S.C.A. § 110001 et. seq.), the Occupational Safety and Health Act, as amended (29 U.S.C.A. § 651 et. seq.), the Hazardous Materials Transportation Act, as amended, (49 U.S.C.A. § 5101 et. seq.), or the Toxic Substances Control Act, as amended (15 U.S.C.A. § 2601 et. seq.), and any equivalent or applicable state or local laws.

“Improvement” shall have the meaning given thereto in Section 10.2.

“Initial Term” shall have the meaning given thereto in Section 3.1.

“Intellectual Property Rights” means all (i) intellectual property rights existing from time to time under any laws or regulations, including copyrights, patents, industrial design rights, trademarks, logos, slogans, corporate names, trade names, rights of priority, and applications and registrations for any of the foregoing, and (ii) trade secrets, know how, mask works, software, firmware, specifications, algorithms, designs, drawings, methodologies, ideas, concepts, inventions, plans, processes, techniques, tools, hardware, works of authorship, and other technology, whether or not protectable by any form of intellectual property rights.

“Interconnection Facilities” shall mean facilities and devices (e.g., circuit breakers, filters, protection devices, relays and metering) necessary to interconnect and deliver power from the Wind Plant to the utility transmission system.

“Laws” shall mean all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question.

“Losses” means losses, costs, expenses, liabilities, damages, fines or penalties, including court costs, reasonable attorneys’ and professionals’ fees and expenses and other litigation or settlement expenses.

“Maintenance Manual” means the then-current revisions of the manuals and other documents applicable to the Serviced Equipment, as well as all operating manuals supplied by all vendors or manufacturers for all Parts, components and systems of the WEC and which fully and completely describe the proper operation and maintenance of the Wind Plant and include a complete and integrated set of as-built drawings and equipment descriptions of the Wind Plant, including (i) Operating Manual – Servion MM92 [doc. no. 0077-9484 V00]; (ii) Safety Regulations for Operators and Technicians – Servion MM92 [doc. no. 0077-9501 V00]; and (iii) SIF 6M & 12M Maintenance Checklist – Servion MM92 [doc. no. 0077-9197 V01].

“Measured Average Availability” or “MAA” has the meaning set forth in Section 3.2 of Exhibit D.

“Member” shall mean any current or future member of Owner.

“Nominal Condition” shall mean that condition that allows for the functioning of a WEC in accordance with the Technical Specifications without the need for any further repair or replacement works having to be carried out on the WEC or its component parts.

“Normal Business Hours” means Monday through Friday, excluding days that are not Business Days, between the hours of 7:00 a.m. and 4:00 p.m., prevailing local time where the Wind Plant is located.

“NWWP” shall have the meaning given thereto in the Recitals.

“O&M Contractor” shall have the meaning given thereto in the introductory paragraph of this Agreement, and its successors and permitted assigns, if any.

“O&M Contractor Party” shall mean O&M Contractor, its Affiliates, Subcontractors, and Representatives and the Representatives of O&M Contractor’s Subcontractors and Affiliates.

“O&M Contractor Representative” shall have the meaning given thereto in Section 6.1.

“O&M Facility” means the facility to be used by BOP Contractor and O&M Contractor as a warehouse, shop, and office facility located on, or in reasonable proximity, to the Wind Plant Site.

“Operating Agent” shall have the meaning given thereto in Section 6.1.

“Owner” shall have the meaning given thereto in the introductory paragraph of the Agreement, and its permitted successors and assigns, if any, under the Agreement.

“Owner Indemnified Party” shall mean Owner, Owner’s Affiliates and Members, the Operating Agent, and all of the officers, directors, employees, agents, advisors, representatives assigns and successors in interest of each.

“Owner Representative” shall have the meaning given thereto in Section 6.1.

“Owner’s Property” shall have the meaning given thereto in Section 10.1.

“Owner’s WEC Data” shall have the meaning given thereto in Section 10.2.

“Parties” shall have the meaning given thereto in the Preamble.

“Parts” shall have the meaning given thereto in Section 10.1.

“Party” shall have the meaning given thereto in the Preamble.

“Payment Obligations” shall mean payments as and when required under this Agreement.

“Permit” shall mean any waiver, exemption, variance, franchise, certification, approval, permit, authorization, license, consent, or similar order of or from any Governmental Authority having jurisdiction over the matter in question.

“Person” shall mean any individual, partnership, joint stock company, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other entity.

“Prevailing Wage Requirements” means the requirements regarding prevailing wages as described under Sections 48(a)(10), 45(b)(7), 48E(d)(3), and 45Y(g)(9) of the Internal Revenue Code of 1986, as amended (the “Code”) with respect to a production tax credits, or Sections 48(a)(10) and 48(a)(11) or 48E(d)(3) and 48E(d)(4) with respect to the investment tax credits, IRS Notice 2022-61, and those rules promulgated and published by Treasury Decision 9998 at 89 Fed Reg 53184 (June 25, 2024) as corrected at 89 Fed Reg 66560 (Aug. 16, 2024), as may be amended, modified, or supplemented and, in each case, any final, proposed, or temporary Treasury Regulations promulgated thereunder and any IRS or U.S. Department of Labor guidance (including notices, revenue rulings, revenue procedures, and announcements) or official interpretation with respect thereto.

“Pre-Existing Contamination” shall mean any Hazardous Material present in any environmental medium as a result of a Release at the Wind Plant Site prior to the commencement of O&M Contractor’s performance of work at the Wind Plant Site and not arising from or relating to the activities of O&M Contractor or any of its Subcontractors.

“Production Period” shall have the meaning given thereto in Exhibit D.

“Project Agreements” shall mean the Transmission and Interconnection Agreements, the Real Property Documents, and any documents in replacement thereof.

“Prudent Industry Practice” shall mean the practices, methods and acts engaged in or approved by a significant portion of the wind power industry in the United States 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 Laws, regulations, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy and expedition. Prudent Industry Practice does not necessarily mean the highest standard in the industry.

“Quote” shall have the meaning given thereto in Section 8.2.

“Quote Expiration Date” shall have the meaning given thereto in Section 8.2(f).

“Quote Number” shall have the meaning given thereto in Section 8.2(e).

“Quote Request” shall have the meaning given thereto in Section 8.1.

“Real Property Documents” shall mean easements, option agreements, leases, subordinations and other real property agreements that create or evidence any real property interests relating to the Wind Plant, as amended, restated or otherwise modified from time to time.

“Reimbursable Expenses” shall have the meaning given thereto in Section 7.2(a).

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment

(including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Materials).

“Repair Services” shall have the meaning given thereto in Exhibit B.

“Representative” shall mean, with respect to any Person, any officer, director, shareholder, member, partner, principal, agent, employee, attorney, advisor or other representative of such Person, provided that in no event shall (a) Owner be deemed to be a representative of O&M Contractor or (b) O&M Contractor be deemed to be a representative of Owner.

“Requirements of the Project Agreements” means the requirements of the Project Agreements set forth in Exhibit J.

“Safety Laws” shall have the meaning given thereto in Section 5.1(a).

“Schedule of Definitions” shall mean this Schedule of Definitions.

“Scheduled Maintenance” means any maintenance, inspection or repair of, or other services scheduled to be performed on, the Serviced Equipment.

“Second Step” shall have the meaning given thereto in Section 21.1(b).

“Separate Contractor” shall have the meaning given thereto in Section 5.5.

“Serviced Equipment” means the WECs from the bottom flange up (including all WEC controller hardware, blade bearings, service lifts, climb assists, and condition monitor systems). Serviced Equipment does not include transformers, blades, tower foundations, tower foundation anchor bolts and fasteners, electrical infrastructure of balance of plant, Owner SCADA system, substation, aviation, lighting, switchgear, controller software, and balance of plant work.

“Service Inspection Form” means the document SIF 6M & 12M Maintenance Checklist – Servion MM92, doc. no. 0077-9197 V01, as the same may be updated by Contractor from time to time.

“Service Order Report” shall have the meaning given thereto in Section 5a of Exhibit B.

“Services Warranty” shall have the meaning given thereto in Section 14.1.

“Services Warranty Period” shall have the meaning given thereto in Section 14.1.

“Spare Parts” shall mean all replacement parts, instruments, accessories, furnishings and other equipment of whatever nature (excluding Consumables) which may be from time to time installed in or attached to any WEC by the O&M Contractor.

“Subcontractors” means any subcontractor, of any tier, or supplier of materials, equipment or services to O&M Contractor or any subcontractor, of any tier, of any Person engaged or employed by O&M Contractor or any Subcontractor in connection with the performance of the scope of this Agreement.

“Taxes” shall mean each federal, state, provincial, county, local and other (a) net income, gross income, gross receipts, sales, use, ad valorem, business or occupation, transfer, franchise, profits, withholding, payroll, employment, excise, property or leasehold excise, tax, (b) customs, duty or other fee, assessment or charge of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amount with respect thereto.

“Technical Specifications” means the general specifications for the Wind Turbines, as set forth on Exhibit F, as the same may be updated and supplemented from time to time.

“Term” shall mean the Initial Term and, if applicable, the Extension Term.

“Terminating Party” shall have the meaning given thereto in Section 13.1.

“WEC” means the twenty-five (25) Senvion MM92 2.0 MW wind turbine generators at the Project Site, each including the following: a turbine nacelle, a blade set, a hub (including blade bearings), controller hardware, control panels, and anemometers.

“WEC Manufacturer” shall mean REpower Systems SE, and its successors and assigns.

“Wind Plant” shall mean the WECs and the Balance of Plant constructed on the Wind Plant Site.

“Wind Plant Policies and Procedures” means the safety and security policies of Owner applicable to the Wind Plant Site.

“Wind Plant Site” shall mean the site, including the Real Property Documents, on which the Wind Plant is located, as described in Exhibit I.

“Work Product” has the meaning set forth in Section 10.1.

EXHIBIT B
FIXED FEE SERVICES

1. Scheduled Maintenance. O&M Contractor shall perform Scheduled Maintenance in accordance with the intervals set forth in the Maintenance Manual and in accordance with the Scheduled Maintenance Calendar. Scheduled Maintenance shall also include (i) an annual walk-down and inspection of all WECs, and on the basis of such inspection, O&M Contractor shall prepare a list of deficiencies in the condition of each WEC and provide such list to Owner; and (ii) an annual site condition report supported by materials, including pictures and other supporting material for reference of each condition mentioned in the site condition report.

2. Repair Services. From time to time the WECs and their components may require repair or replacement as a result of damage, the occurrence of faults or defects or fair wear and tear. O&M Contractor shall perform such repairs and replacements as may be necessary in accordance with the Technical Specifications, including any non-routine maintenance and repairs of the Wind Plant and major repairs, inspections, maintenance, repairs or other services that are not included as part of Scheduled Maintenance, for the purposes of achieving and maintaining the Nominal Condition of each WEC (the "Repair Services"). In performing the Repair Services, the following terms shall apply:
 - a. O&M Contractor will, in consultation with Owner, make and manage any warranty claims regarding any parts or materials that are the subject of Repair Services.
 - b. O&M Contractor shall be entitled to utilize used or rebuilt Spare Parts that have been reconditioned, repaired, or overhauled, so long as (a) each such Spare Part has been inspected and conforms to the Technical Specifications for such Spare Part and (b) the use of such Spare Part will not negatively impact any warranties and guarantees that may apply to, or have an adverse impact on the performance of, the WECs or any parts or components thereof.
 - c. O&M Contractor shall use commercially reasonable efforts to inform Owner thirty-six (36) hours before performing any Repair Service that involves carrying out substantial work; and inform Owner seventy-two (72) hours before performing any Repair Service that involves using cranes or heavy lifting equipment at the Wind Plant Site; and
 - d. O&M Contractor shall have no obligation to perform any Repair Services in respect of components or parts that do not comprise the WECs, except to the extent that such components or parts are procured or used by O&M Contractor in the performances of the services under this Agreement.
 - e. O&M Contractor's performance of Repair Services necessary to return WECs to Nominal Condition shall take priority over any Scheduled Maintenance.
 - f. On not less than an annual basis during the Term on a schedule to be agreed with Owner, O&M Contractor shall perform a Quality Assurance inspection ("QA Inspection") of each WEC, in the presence of a representative of Owner, to determine the condition of the WECs. O&M Contractor shall provide Owner with a written report of its findings upon completion of the QA Inspection. If the QA Inspection reveals conditions that require performance of Repair Services

pursuant to this Section 2 of Exhibit B, O&M Contractor shall perform those Repair Services within (a) six (6) months following completion of the QA Inspection, or (b) sixty (60) days if it is a condition requiring only non-substantial Repair Services; provided any Repair Services required as a result of the QA Inspection shall be completed by the O&M Contractor prior to the expiration of the Term of the Agreement. The Parties agree that the first QA Inspection following the Effective Date, including the inspection of all WECs, shall begin in [] and shall be completed by no later than [].

3. System Monitoring and Control Services. During the Term and subject to Owner's compliance with Section 4.2 of the Agreement, O&M Contractor will (i) monitor the WECs remotely twenty-four (24) hours per day, seven (7) days a week; and (ii) perform remote resets on the WECs on an as-needed basis at no additional cost to Owner, except that event codes that cannot be reset remotely.
4. Remote Monitoring Services. During the Term, O&M Contractor will:
 - a. Operate the SCADA system for the WECs and remotely monitor the WECs and all messages from the WECs twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days per year.
 - b. Make sure all WEC Data is available to Owner or Owner's designated representative as set forth in this Agreement without additional charge.
 - c. Remotely reset WECs if possible and prudent, or call-out O&M Contractor's technician for on-site reset if not possible or prudent.
 - d. O&M Contractor shall work with Owner to formalize a written procedure for remote reset of WECs to minimize possibility of component failures.
 - e. Establish and maintain work clearance procedures to regulate jurisdictional control of WECs and safeguard personnel.
 - f. Perform outage clearance coordination.
 - g. Callout of local emergency first responders.
 - h. Provide hardware for remote monitoring functions at O&M Contractor's off-site operations control center ("OCC") site, including computer, display, modem or broadband access.
 - i. Make sure access is available to Owner and Owner Designated Representative of all WEC Data available and utilized by O&M Contractor for performance of Services set forth in this Exhibit B.
 - j. Maintain a log of WEC events and downtime tracking. Provide daily summary report of events including call-outs; clearances issued; and warranty notices.
 - k. Provide a monthly summary of WEC events and downtime tracking.

5. Communication and Reporting.

- a. Service Order Reports. For each visit to perform Fixed Fee Services or Cost Reimbursable Services to a WEC, O&M Contractor shall prepare a written service report ("Service Order Report") which describes (i) the parts used or replaced on the WEC and (ii) the Fixed Fee Services and/or Cost Reimbursable Services performed by O&M Contractor on the WEC during such visit. If Cost Reimbursable Services were performed, the Service Order Report shall identify any applicable Quote and Quote Number associated with the Cost Reimbursable Services. O&M Contractor shall provide Owner copies of all Service Order Report for each WEC serviced by O&M Contractor on a monthly basis. Such reports may be provided in electronic format and emailed to Owner to an email address identified by Owner Representative. O&M Contractor Representative shall sign off on each Service Order Report.
- b. Monthly Performance Reports. O&M Contractor shall provide to Owner by the tenth (10th) Business Day of each month a written report on the form attached hereto as Exhibit E (a "Monthly Performance Report") for the prior calendar month which includes a summary of production, Measured Average Availability, event codes, Scheduled Maintenance, health assessment of the WECs, and maintenance history (including Repair Services), and any other relevant issues with respect to the WECs. Such reports may be provided in electronic format and emailed to Owner at an email address identified by Owner Representative. Any Owner identified disputes with the Monthly Performance Report must be addressed within thirty (30) calendar days.
- c. Emergency Notification. Upon obtaining knowledge thereof, O&M Contractor shall immediately notify Owner verbally (with written notice to follow thereafter) of any emergency or hazardous condition or occurrence of which O&M Contractor becomes aware that in any way affects, or could affect, the safe operation of the WECs or the Project and the safety of personnel at the Project Site. Such written notice may be provided in electronic format and emailed to Owner to an email address identified by Owner Representative.

6. Meetings

- a. Annual Calendaring of Scheduled Maintenance. Once as reasonably practicable following the Effective Date and once annually thereafter, the Parties shall meet to discuss and agree upon the projected dates and times for the immediately following period during which O&M Contractor shall perform the Scheduled Maintenance on the Serviced Equipment (the "Scheduled Maintenance Calendar"). The Scheduled Maintenance Calendar will be developed in accordance with the Maintenance Manual and the Service Inspection Form. The dates and times in the Scheduled Maintenance Calendar may be amended thereafter by mutual agreement of the Representatives.
- b. Monthly Status Reviews. Prior to the fifteenth (15th) Business Day of each calendar month, the Representatives shall meet to discuss and review (i) the information contained in the Monthly Performance Reports, (ii) the monthly Measured Average Availability of WECs, (iii) any technical issues which may have arisen with respect to the performance, Measured Average Availability or

maintenance and servicing of the Wind Turbines, (iv) Scheduled Maintenance and Repair Services performed during the preceding calendar month, (v) any and all failures by a Wind Turbine and the causes thereof, and (vi) Scheduled Maintenance and any Repair Services to occur during the next following calendar month.

EXHIBIT C O&M CONTRACTOR INSURANCE

1.1 General. O&M Contractor shall maintain or cause to be maintained the insurance required by this Exhibit C with insurance coverage from licensed and/ or admitted insurer carriers with an A minus (A-), VII, or better rating from A.M. Best. The requirements of this Exhibit C as to insurance and the acceptability of insurers and insurance to be maintained by O&M Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by O&M Contractor under the Agreement unless otherwise expressly indicated herein or in the Agreement.

1.2 Notification. A Party shall notify the other Party of any incident of loss or damage to or arising from the Serviced Equipment that would reasonably be expected to result in an insurance claim for an amount in excess of Fifty Thousand Dollars (U.S. \$50,000) and keep the other Party timely apprised of insurance claim proceedings.

1.3 O&M Contractor's Insurance. O&M Contractor shall maintain or cause to be maintained the following:

1.3.1 Commercial General Liability Insurance. Coverage for the activities of O&M Contractor under the Agreement on an "occurrence" basis, including coverage for products and completed operations and contractual liability and at least as broad as the coverage provided by the Commercial General Liability Coverage Form CG 00 01 published by the Insurance Services Office as of the Effective Date, with minimum primary coverage limits of at least One Million Dollars (U.S. \$1,000,000) for injuries or death to one or more persons or damage to property resulting from any one occurrence and at least Two Million Dollars (U.S. \$2,000,000) minimum annual aggregate limit. Policy exclusions which are not standard to the Commercial General Liability Coverage Form or are added by manual or manuscript endorsements and restrict coverage shall require the prior approval of Owner.

1.3.2 Commercial Automobile Liability Insurance. Coverage for the activities of O&M Contractor under the Agreement on an "occurrence" basis, including coverage for owned, non-owned and hired automobiles for both bodily injury and property damage and containing appropriate no fault insurance provisions or other endorsements in accordance with applicable laws, with minimum limits of at least One Million Dollars (U.S. \$1,000,000) combined single limit per accident with respect to bodily injury, property damage or death.

1.3.3 Excess/Umbrella Liability Insurance. Coverage for the activities of O&M Contractor under the Agreement with minimum limits of at least Ten Million Dollars (U.S. \$10,000,000) in the annual aggregate. Such coverage shall be on a following form "occurrence" basis and over and above the coverage provided by the policies described in Sections 1.3.1, 1.3.2 and 1.3.4 (with regard to employer's liability) of this Exhibit C. The excess policies shall not contain endorsements which restrict coverages as set forth in Sections 1.3.1, 1.3.2 and 1.3.4 (with regard to employer's liability) of this Exhibit C and which are provided in the underlying policies.

1.3.4 Workers' Compensation and Employer's Liability. Such forms of insurance as are required by Applicable Law to provide for the activities of Contractor under the Agreement on an "occurrence" basis covering claims resulting from injury, sickness, disability or death of the employees of Contractor, with minimum limits of at least One Million Dollars (U.S. \$1,000,000) per accident, at least One Million Dollars (U.S. \$1,000,000) for disease, and at least One Million Dollars (U.S. \$1,000,000) for each employee.

1.3.5 Error & Omissions/Professional Liability insurance. Coverage for the activities of O&M Contractor under the Agreement with minimum limits of at least one million dollars (\$1,000,000) per claim and in the aggregate for professional liability arising out of its negligent performance under this Agreement.

1.3.6 Cyber Liability/Network Privacy insurance. O&M Contractor shall procure and maintain coverage with minimum limits of at least One Million Dollars (U.S. \$1,000,000) per claim and at least Three Million Dollars (U.S. \$3,000,000) in the aggregate for cyber liabilities and financial loss resulting, or arising, from acts, errors, or omissions, in connection with services provided under this agreement. Coverage shall include protection for liability arising from data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party.

1.5 Additional Insurance Policies. O&M Contractor may, at its own expense, purchase and maintain or cause to be maintained such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) which Owner may require.

1.6 Verification of Coverage. Prior to the commencement of the Term, and at each renewal thereafter until the end of the Term, O&M Contractor shall deliver to Owner certificates of insurance verifying that the insurance coverages outlined in this Exhibit C are in full force and effect and, to the extent applicable, naming the Owner as an additional insured or loss payee, as applicable.

1.7 Deductibles. Unless and to the extent that a claim is covered by an indemnity set forth in the Agreement, payment of the deductible shall be the responsibility of O&M Contractor. O&M Contractor shall obtain the prior written approval of Owner to any deductible amount exceeding One Million Dollars (U.S. \$1,000,000) for any policy of insurance hereunder.

1.8 Terms and Provisions of the Policies. All policies of insurance required to be maintained by O&M Contractor under this Exhibit C shall: (a) for policies naming both Parties as insureds, provide a severability of interests clause and be deemed to constitute a separate policy with each insured; (b) with the exception of worker's compensation and employer's liability insurance, be endorsed to name Owner and its successors and assigns and the Los Angeles Department of Water and Power, its officers, employees, and agents as additional insureds with respect to either Party's activities under the Agreement. and (c) provide that such policy may not be canceled, nor non-renewed (or their renewal refused) or materially changed without thirty (30) days' prior written notice or in the event of nonpayment of premium, on ten (10) days' prior written notice. An insured shall be deemed to have notice of a loss or occurrence only when such notice shall have been delivered in accordance with the Agreement.

1.9 Subrogation Waiver. Except as otherwise provided in this Exhibit C, Owner and O&M Contractor waive all subrogation rights against (a) each other, and (b) any of the other's subcontractors (of any tier), agents and employees, for damages caused by any and all causes of loss. The policies of insurance applicable to the work of separate contractors and/or subcontractors, if any, shall provide such waivers of subrogation including claims involving work performed by separate contractors by endorsement or otherwise. Such insurance shall provide that the insurers thereof waive any rights of subrogation against O&M Contractor and its contractors and subcontractors (of any tier).

1.10 Other Contractors and Subcontractors. O&M Contractor shall cause all of its subcontractors working at the Project Site to obtain and maintain commercial general liability, automobile, excess/umbrella and workers compensation insurance comparable in form and coverage amounts to the insurance required of O&M Contractor under this Agreement.

1.11 Insurance Certificate Holder Information.

For Contractor:

[.....]

For Owner:

Southern California Public Power Authority
1160 Nicole Court
Glendora, CA 91740
Telephone: 626 793 9364
Attention: Executive Director
Email: projects@scppa.org

Additional Owner insured parties (lenders, developers, etc.) – List names and addresses

Southern California Public Power Authority
c/o Los Angeles Department of Water & Power
111 N. Hope Street, RM 465
Los Angeles, CA 90012
Attention: Risk Management
Email: riskmanagement@ladwp.com

The Los Angeles Department of Water and Power, its officers, employees, and agents
111 N. Hope Street, RM 465
Los Angeles, CA 90012
Attention: Risk Management
Email: riskmanagement@ladwp.com

1.12 Descriptions not limitations. The coverages referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern; provided, however, that neither the content of any insurance policy or certificate nor approval thereof shall relieve Parties of any of their obligations under this Agreement.

EXHIBIT D

TECHNICAL AVAILABILITY GUARANTEE

1. Defined Terms. Initially-capitalized terms used herein without other definition have the meanings specified in the Agreement unless the context requires otherwise. In addition, the following terms have the following respective meanings:
 - “AEP” has the meaning set forth in Section 3.2.
 - “AEP_n” has the meaning set forth in Section 3.2.
 - “Agreement” means the Operation and Maintenance Agreement of which this Exhibit D is a part.
 - “Availability” has the meaning set forth in Section 3.2.
 - “Availability Bonus” has the meaning set forth in Section 3.1.
 - “Availability Liquidated Damages” has the meaning set forth in Section 3.1.
 - “Availability Term” means the period commencing on the date that is ninety (90) days after the Commencement Date and ending on expiration of the Term.
 - “Average Energy Price” means the average Dollar per MWh rate determined by dividing the gross revenues obtained by Owner from the sale of energy production during the relevant Production Period, by the total MWh of energy production sold during the relevant Production Period.
 - “Bonus Rate” has the meaning set forth in Section 3.7(a).
 - “ED” has the meaning set forth in Section 3.2.
 - “ED_n” has the meaning set forth in Section 3.2.
 - “Event Code Allocation Table” means Exhibit H of the Agreement, as updated in accordance with Section 3.5.
 - “Excluded Energy” has the meaning set forth in Section 3.4.
 - “Excluded Events” has the meaning set forth in Section 3.4.
 - “First Production Period” means the period commencing on the start of the Availability Term and ending on the day immediately preceding the first anniversary of the Commencement Date.
 - “LD Rate” has the meaning set forth in Section 3.6(a).
 - “List of Neighboring Wind Turbines” means the list attached as Schedule 1 to this Exhibit D.
 - “Measured Average Availability” or “MAA” has the meaning set forth in Section 3.2.
 - “N” has the meaning set forth in Section 3.2.
 - “Power Curve” means the power curve attached as Schedule 2 to this Exhibit D.
 - “Primary Neighbor Turbine” means, for Wind Turbine “n,” the Wind Turbine denoted as its primary neighbor turbine in the List of Neighboring Wind Turbines.
 - “Production Period” means the First Production Period and each of the consecutive twelve (12) month periods beginning on the expiration of the First Production Period, or the

anniversary thereof, and continuing until the end of the Availability Term. If the last Production Period would be less than twelve (12) months due to the end of the Term, or its earlier termination, then (x) if such time period is shorter than six (6) months, it will be added to the prior Production Period and the calculation of MAA and any Availability Bonus or Availability Liquidated Damages will be re-calculated for such expanded Production Period; and (y) if such time period is six (6) months or longer, it will constitute a stand-alone Production Period.

“Projected Average Availability” or “PAA” has the meaning set forth in Section 3.6.

“Scheduled Maintenance Hour Allowance” means sixty (60) hours per Wind Turbine in each Production Period allocated to perform Scheduled Maintenance on the Wind Turbines.

“Secondary Neighbor Turbine” means, for Wind Turbine “n,” the Wind Turbine denoted as its secondary neighbor turbine in the List of Neighboring Wind Turbines.

“Step” has the meaning set forth in Section 3.3.

“Wind Turbines” or “WECs” means all or any portion of the 2 Megawatt Model REpower MM92 wind turbine generators, each including equipment and machinery related thereto, provided to Owner pursuant to the Turbine and Supply and Commissioning Contract, including the following components: a tower, a turbine nacelle, blades (including blade bearings, studs, etc.), controller (including interconnecting cabling from the turbine nacelle to the ground controller), control panels, converters, any var control technology, wind vanes, FAA lighting (if and as required), grounding, and anemometers. WEC shall also include any service lifts, climbing assists, and condition monitoring systems.

2. Interpretation. The rules of interpretation set forth in the Agreement apply to this Exhibit D, except that references in this Exhibit D to a section or paragraph are to a section or paragraph of this Exhibit D unless otherwise indicated.

3. Available Production

3.1 Availability Covenant. During the Availability Term, subject to this Exhibit D and the Agreement, to the extent that the Measured Average Availability for a Production Period (a) is less than the Projected Average Availability for such Production Period, O&M Contractor shall pay to Owner liquidated damages for such Production Period (the “Availability Liquidated Damages”), calculated pursuant to the formula set forth in Section 3.6; or (b) is greater than the Projected Average Availability for such Production Period, Owner shall pay to O&M Contractor a bonus for such Production Period (the “Availability Bonus”), calculated pursuant to the formula set forth in Section 3.7.

3.2 Availability Calculation. Within thirty (30) days after the end of each Production Period during the Availability Term, O&M Contractor shall calculate the MAA for such Production Period as follows:

$$MAA = AEP / (AEP + ED)$$

where

1. N = total number of Wind Turbines in the Project

2. AEP_n = actual energy produced (expressed in MWh) by Wind Turbine “n” during the Production Period when in normal operation between cut in and cut out wind speeds, as recorded by the SCADA System

3. $AEP = \sum_{n=1}^N AEP_n$, or the sum of AEP_n of all Wind Turbines in the Project

4. ED_n = energy deficit (expressed in MWh) for Wind Turbine “n” during the Production Period, which is the expected energy lost during the Production Period due to an event recorded by the SCADA System that is attributed to Manufacturer in the Event Code Allocation Table (other than Excluded Energy), and will be determined in accordance with Section 3.3.

5. $ED = \sum_{n=1}^N ED_n$, or the sum of ED_n of all Wind Turbines in the Project

3.3 ED_n Calculation. For each 10 minute time step (“Step”) of the SCADA System, the deemed ED_n of Wind Turbine “n” during such Step, will be calculated as follows:

- (a) ED_n during the Step equals the energy produced (expressed in MWh) during the Step by Wind Turbine “n’s” Primary Neighbor Turbine, provided that the Primary Neighbor Turbine was available to produce energy during the entire 10 minutes of the Step.
- (b) If the Primary Neighbor Turbine was unavailable to produce energy at any time during the Step, then ED_n during the Step equals the energy produced (expressed in MWh) during the Step by Wind Turbine “n’s” Secondary Neighbor Turbine, provided that the Secondary Neighbor Turbine was available to produce energy during the entire 10 minutes of the Step.
- (c) If the Primary Neighbor Turbine and Secondary Neighbor Turbines each are unavailable to produce energy at any time during the Step, then ED_n during the Step equals the average energy produced (expressed in MWh) during the Step by all other Wind Turbines that were available to produce energy during the entire 10 minutes of the Step (*example*: If 10 of 12 other Wind Turbines were available to produce energy during the entire 10 minutes of the Step, and those 10 Wind Turbines produced X MWh during the Step, then $ED_n = X/10$ MWh).
- (d) If all of the Wind Turbines other than Wind Turbine “n” each are not available to produce energy at any time during the Step, then ED_n will be calculated based upon the site wind speed measured at the reference anemometer on the Project Site during the Step and the Power Curve, corrected to account for any curtailment or derating of Wind Turbine “n” (other than curtailment or derating required by Supplier or its Subcontractors) that would have occurred during such Step if such Wind Turbine was operating).

3.4 “Excluded Energy” means energy not produced by the Wind Turbine during the applicable Production Period due to one or more of the following events (“Excluded Events”), which will be excluded from ED (except to the extent one or more of the following is the result of acts or omissions of a O&M Contractor Responsible Party):

- (1) a shutdown of the Wind Turbine in response to an Emergency or safety issue other than an Emergency or safety issue caused by a Failed Part;
- (2) Owner failing to comply with its obligations under the Agreement in a manner that delays or prevents O&M Contractor from performing its obligations under the Agreement or otherwise prevents or adversely affects the performance or operation of the Wind Turbine;
- (3) O&M Contractor being unable to perform or delayed in performing Site Services due to a Change in Law, Force Majeure Event, or due to crane equipment required for O&M Contractor to perform its obligations under the Agreement being unavailable through the use of commercially reasonable efforts;
- (4) the Wind Turbine being paused or withdrawn from use by Owner, any Owner Responsible Party or any Governmental Authority for any reason other than for safety reasons related to a Failed Part;
- (5) the Wind Turbine being withdrawn from operation, paused or shut down due to curtailment;
- (6) the shutdown or derating of a Wind Turbine due to conditions outside the operating parameters or Technical Specifications of the Wind Turbine;
- (7) when the Wind Turbine is untwisting without an equipment fault.

provided, however, that if any of the events described above occur simultaneously, then the relevant energy will only be counted once in order to prevent double counting.

3.5 Availability Calculation Verification.

- (a) Promptly after O&M Contractor calculates the Measured Average Availability in accordance with Section 3.2, O&M Contractor shall provide to Owner written notice of the results of such calculation. Promptly following receipt by Owner of O&M Contractor's calculation of the Measured Average Availability, and in any event within thirty (30) days thereafter, the Parties shall meet to review such calculation and the underlying data supporting such calculation, including any adjustments thereto to reflect inaccuracies or defects in the counters or other errors, if any, as the case may be. The Parties shall use commercially reasonable efforts to agree upon the calculation of the Measured Average Availability within thirty (30) days following receipt by Owner of O&M Contractor's calculation thereof.
- (b) Owner, BOP Contractor, and O&M Contractor shall meet periodically (and in no event less than monthly) to discuss the allocation of events categorized as ED_n and events excluded from ED_n based upon the various hour counters and event codes returned by the SCADA System in accordance with the Event Code Allocation Table. The Parties shall mutually agree upon any proposed adjustments to the various hour counters and event codes returned by the SCADA System in accordance with the Event Code Allocation Table to reflect

any inaccuracies or defects in such hour counters, event codes or the Event Code Allocation Table; provided that if the Parties are unable to agree upon any such adjustments within fifteen (15) days after the commencement of meetings therefor, either Party may submit the matter to dispute resolution in accordance with the provisions of Article 21 of this Agreement. The Parties shall periodically review the Event Code Allocation Table and, to the extent that the Parties agree in writing that changes thereto are reasonably appropriate based upon the operating history of the Project such table will be revised and attached hereto.

3.6 Availability Damages.

- (a) If and to the extent that MAA is less than PAA for a Production Period, then O&M Contractor shall pay to Owner Availability Liquidated Damages for that Production Period, calculated as follows:

$$\text{Availability Liquidated Damages} = (\text{PAA} - \text{MAA}) \times \text{LD Rate} \times (\text{AEP} + \text{ED})$$

where:

$$\text{PAA} = 97\% \quad \text{for each Production Period}$$

LD Rate = the lesser of \$80 per MWh and the Average Energy Price.

- (b) O&M Contractor shall pay Availability Liquidated Damages, if any, to Owner within thirty (30) days after the date on which the calculation made pursuant to Section 3.2 is agreed upon in accordance with Section 3.5; provided that if there is a good faith dispute between the Parties regarding the calculation or the responsibility for the failure, O&M Contractor shall pay the undisputed portion of the Availability Liquidated Damages and the balance, if any, will be paid upon resolution of such dispute in accordance with the dispute resolution provisions set forth in Article 21 of the Agreement.

3.7 Availability Bonus.

- (a) If for any Production Period the Measured Average Availability for such Production Period is greater than Projected Average Availability, Owner shall pay O&M Contractor an Availability Bonus for such Production Period, calculated pursuant to the formula set forth below:

$$\text{Availability Bonus} = (\text{MAA} - \text{PAA}) \times \text{Bonus Rate} \times \text{AEP}$$

Where:

$$\text{Bonus Rate} = 50\% \text{ of the LD Rate.}$$

- (b) Owner shall pay the Availability Bonus, if any, to O&M Contractor within thirty (30) days after the date on which the calculation made pursuant to Section 3.2 is agreed upon in accordance with Section 3.5; provided that if there is a good faith dispute between the Parties regarding the calculation, Owner shall pay the undisputed portion of the Availability Bonus and the balance, if any, will be paid upon resolution of such dispute in accordance

with the dispute resolution provisions set forth in Article 21 of the Agreement.

4. Audit Rights. Owner shall have the right to review all data reasonably necessary to verify the Measured Average Availability calculation provided by O&M Contractor pursuant to this Exhibit D. O&M Contractor shall provide such information to Owner within ten (10) days following receipt of a written request from Owner for such information. If Owner disputes the accuracy of any calculation of the Measured Average Availability, including the allocation of faults as set forth in the Event Code Allocation Table, Owner shall notify O&M Contractor in writing no later than thirty (30) days following receipt of the foregoing information. Owner's rights under this Section 4 will terminate ninety (90) days after termination of this Agreement.
5. Remedies Not a Penalty. The Parties acknowledge and agree that it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of the failure of the Wind Turbines to maintain the Projected Average Availability. It is understood and agreed by the Parties that (i) Owner shall be damaged by the failure of the Wind Turbines to maintain the Projected Average Availability, (ii) it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, (iii) any sums which would be payable under this Exhibit D are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and (iv) each payment represents a reasonable estimate of fair compensation for the Losses that may reasonably be anticipated from each such failure. Payment of the liquidated damages set forth in this Exhibit D and the remedies provided under Section 3 will be the sole and exclusive remedy of Owner and the sole and exclusive liability and exclusive measure of damages of O&M Contractor with respect to any failure of the Wind Turbines to maintain the Projected Average Availability. Once payment of such liquidated damages has been paid, O&M Contractor shall be relieved of any and all further liability in respect of such failure.

Schedule 1

List of Neighboring Turbines

Neighboring Wind Turbine to be agreed upon by the Parties no later than 90 days following the Effective Date

Turbine ID	Primary	Secondary

Schedule 2

Power Curve

Power Curve to be agreed upon by the Parties no later than 90 days following the Effective Date

EXHIBIT E
MONTHLY REPORT

See attached.

EXHIBIT F
TECHNICAL SPECIFICATIONS

See attached.

**EXHIBIT G
RATE SCHEDULE**

RATES:	REGULAR	OVERTIME	HOLIDAY
Hi-Voltage Labor	\$/hr.	\$/hr.	\$/hr.
Field Labor	\$/hr.	\$/hr.	\$/hr.
Office Labor (if necessary)	\$/hr.	\$/hr.	\$/hr.
Services, Parts & Materials:			
Travel	Cost		
Meals, Hotels, Subsistence	Cost		
Purchase of Equipment, Materials, or Spare Parts for Cost Reimbursable Services	Cost		
Work Subcontracted	Cost Plus Administrative Fee of [%]		

Notations:

1. Overtime and Holiday work constituting Reimbursable Expenses will be performed only by mutual agreement between O&M Contractor and Owner, except when necessary to address an Emergency and subject to the requirements of Section 4.1(d)(viii) and Section 4.6.
2. Regular work hours for purposes of this Schedule shall mean Normal Business Hours.
3. All work performed pursuant to a call-out outside of Normal Business Hours shall have a four (4) hour minimum charge billed at the Overtime or Holiday rates, as applicable.

**EXHIBIT H
EVENT CODE ALLOCATION TABLE**

Event Code Number	Description	Allocation
77	Reduced power transformer 2024 [P] reduced trafo	Manufacturer
100	Safety chain open 10 Safety chain open	Manufacturer
110	Emergency stop topbox 16 Emer.stop cont.panel	Manufacturer
111	Emergency stop nacelle 92 Emer. stop nacelle	Manufacturer
115	Emergency stop converter 1404 Freq.conv. emer.stop	Manufacturer
200	Service 7 Turbine is serviced	Manufacturer
205	Servicemode pitch	Manufacturer
210	Manual brake 451 Manual brake	Manufacturer
220	Noise opt. operating mode active 1	Environmental
225	Noise opt. operating mode active 2	Environmental
250	Update active!	Normal Operation
305	Brake control 424 Brake control	Manufacturer
308	Max. braking time BP20	Manufacturer
310	Max. braking time BP50 431 B50 brake time > max	Manufacturer
320	Max. braking time BP52 495 B52 brake time>max.	Manufacturer
325	Max. braking time BP60 494 B60 brake time>max.	Manufacturer
330	Rpm window	Manufacturer
332	Max. braking time BP170	Manufacturer
335	Max. braking time BP180 490 B180 brake time>max.	Manufacturer
340	Max. braking time BP190 491 B190 brake time>max.	Manufacturer
350	Max. braking time BP200 434 B200 brake time>max.	Manufacturer
360	Timeout systemtest 1 1540 T.out selftest no. 1	Normal Operation
365	Timeout systemtest 2	Normal Operation
370	Timeout systemtest 3	Normal Operation
400	Manual operation 26 Manual operation	Manufacturer
402	Semi automatic operation	Manufacturer
405	Stop manual operation	Manufacturer
410	Test brake program 200	Normal Operation
412	Test brake program 190	Normal Operation
414	Test brake program 180	Normal Operation
415	Test brake program 170	Normal Operation
416	Test brake program 75	Normal Operation

418	Test brake program 60	Normal Operation
420	Test brake program 52	Normal Operation
422	Test brake program 50	Normal Operation
424	Test brake program 20	Normal Operation
450	Repeating error BP50	Manufacturer
455	Repeating error BP52	Manufacturer
460	Repeating error BP60	Manufacturer
465	Repeating error BP75	Manufacturer
468	Repeating error BP170	Manufacturer
470	Repeating error BP180	Manufacturer
475	Repeating error BP190	Manufacturer
480	Repeating error BP200	Manufacturer
513	TimeOut bridging limit switch	Manufacturer
515	Pitch limit switches 1130 Pitch endstop switch	Manufacturer
516	Pitch limit switch 1 1906 Pitch endstop 1 500ms 52 X 0 0 0 0 ms	Manufacturer
517	Pitch limit switch 2 1908 Pitch endstop 2	Manufacturer
518	Pitch limit switch 3 1909 Pitch endstop 3	Manufacturer
520	Overload axis 1 1150 Pitch 1 current>max	Manufacturer
525	Overload axis 2 1151 Pitch 2 current>max	Manufacturer
530	Overload axis 3 1152 Pitch 3 current>max	Manufacturer
535	Current measurement axis 1 1153 Pitch 1 current err.	Manufacturer
540	Current measurement axis 2 1154 Pitch 2 current err.	Manufacturer
545	Current measurement axis 3 1155 Pitch 3 current err.	Manufacturer
550	Pitch current asymmetry 1156 Pitch(M)current asym 2s 52 X 0 0 0 0 ms	Manufacturer
555	Pitch angle deviation 1113 Pitch angle diff.	Manufacturer
564	Bladeangle implausible	Manufacturer
565	Max.windspeed bladeangle 258 Pitch angle>max.wind	Environmental
566	Pitch too slow BP50	Manufacturer
567	Pitch too slow BP52	Manufacturer
568	Pitch too slow BP60	Manufacturer
569	Pitch too slow BP75	Manufacturer
570	Pitch too slow BP180	Manufacturer
576	Pitch too slow BP170	Manufacturer
577	Pitch too fast BP170	Manufacturer
581	Setpoint >meas. 1	Normal Operation
582	Setpoint >meas. 2	Normal Operation
583	Setpoint >meas. 3	Normal Operation

600	Max. temp. motor axis 1 1147 Pitch motor temp. 1	Manufacturer
605	Max. temp. motor axis 2 1148 Pitch motor temp. 2 10s 52 455 X 0 20 0 10	Manufacturer
610	Max. temp. motor axis 3 1149 Pitch motor temp.	Manufacturer
628	Max. temp. pitch motor PTC 1199 Pitch(M) sub2 temp. 10s 52 455 X 0 20 0	Manufacturer
630	Overload fan pitch motor 1173 Th.rel.pitch(M) fan	Manufacturer
635	Overload pitch motor 1,2,3 1174 Th.rel.pitch(M)rot.	Manufacturer
636	Overload pitch motor 1 1916 Th.rel.pitch(M)rot.1	Manufacturer
637	Overload pitch motor 2 1917 Th.rel.pitch(M)rot.2	Manufacturer
638	Overload pitch motor 3 1918 Th.rel.pitch(M)rot.3	Manufacturer
645	Spinnerbox version implausible	Manufacturer
650	Pitch controller communication error	Manufacturer
652	Pitch controller initialisation error	Manufacturer
656	Error pitch converter 1 1910 Pitch ctrl. error 1	Manufacturer
657	Error pitch controller 2 1911 Pitch ctrl. error 2	Manufacturer
658	Error pitch controller 3 1912 Pitch ctrl. error 3	Manufacturer
660	Limit switches	Manufacturer
665	Pitch error 1161 Pitch error	Manufacturer
666	PitchBox temp to low	Environmental
670	Max. pitch speed encoder A 1163 Pitch motor rpm high	Manufacturer
672	Max. pitch speed encoder B	Manufacturer
675	Pitchmeas.sys. 1><2 1166 Pitchmeas.sys.	Manufacturer
681	Limit switch er	Manufacturer
682	Limit switch er	Manufacturer
683	Limit switch er	Manufacturer
685	Timeout e.on-run	Manufacturer
687	Power failure pitch	Manufacturer
690	Pitch run-away (SpinnerBox ver.=3)	Manufacturer
692	Pitch run-away (SpinnerBox ver.=4)	Manufacturer
700	Batt. undervoltage/overvoltage 57 Batt. voltage stop	Manufacturer
710	Battery test 95 Battery test	Normal Operation
711	Battery monitoring axis 1	Normal Operation
712	Battery monitoring axis 2	Normal Operation
713	Battery monitoring axis 3	Normal Operation
714	Battery monitoring test interval	Normal Operation
715	Battery charge cycle pitch-system 1175 Pitch bat. charger	Manufacturer

716	Battery charge cycle axis 1 error	Manufacturer
717	Battery charge cycle axis 2 error -- -- *1min 0 455 X 0 20 0 30s	Manufacturer
718	Battery charge cycle axis 3 error	Manufacturer
720	Pitch battery charge cycle 1176 Pitch bat.chargecyc.	Manufacturer
725	Battery voltage axis 1 1182 Batt.voltage 1 stop	Manufacturer
730	Battery voltage axis 2 1184 Batt.voltage 2 stop	Manufacturer
735	Battery voltage axis 3 1186 Batt.voltage 3 stop	Manufacturer
775	Pitch heating mode	Environmental
776	Timeout pitch heating mode	Environmental
780	Error bridging startup	Manufacturer
785	Error brake resistor CHP	Manufacturer
786	Signal bridging startup + CHP	Manufacturer
800	Rotor tacho defective 302 (R) tacho defect	Manufacturer
801	Rotor sensor A defective	Manufacturer
802	Rotor sensor B defective	Manufacturer
805	High rotor speed 311 Rotor overspeed	Manufacturer
810	Maximum rotor speed 317 Rotor overspeed max.	Manufacturer
815	Rotor overspeed 320 WP2035 (R) overspeed	Manufacturer
820	Rotating direction rotor 321 Rotating direc.rotor	Manufacturer
850	Error lubrication pump pitch -- -- 10s 0 X 0 20 0 30s	Manufacturer
1005	Drivetrain oscillation z level 1 1558 WP4084#2 CH1 level 1	Manufacturer
1015	Drivetrain oscillation z level 2 1564 WP4084#2 CH1 level 2	Manufacturer
1050	Drivetrain oscillation	Manufacturer
1055	Max. drivetrain oscillation	Manufacturer
1120	4-20mA drivetrain position encoder	Manufacturer
1125	4-20mA drivetrain oscillation z-axis	Manufacturer
1130	Acceleration detector drivetrain	Manufacturer
1200	High temp. rotorbearing 1713 (R) bearing temp.	Manufacturer
1210	Max. temp. rotorbearing 1714 (R) bear. temp. stop	Manufacturer
1212	PT100 rotorbearing defect	Manufacturer
1217	Error measuring temp. rotorbearing	Manufacturer
1310	Overload lubrication rotorbearing 1244 (R)bear.lubric.th.r.	Manufacturer
1320	Manual operation lubrication rotorbearing	Manufacturer
1500	High oil pressure gear 1337 Gear oil press. high	Manufacturer
1510	Low oil pressure gear 1306 Gear oil press. low	Manufacturer
1515	Error measuring pressure gear pump	Manufacturer

1520	4-20mA pressure gear pump	Manufacturer
1525	4-20mA pressure inlet gear	Manufacturer
1530	Error measuring pressure inlet gear	Manufacturer
1550	Missing gear oil 1355 Missing gear oil	Manufacturer
1552	Gear oil warm up	Normal Operation
1555	Gear heating enabled	Normal Operation
1557	Gear heating enabled (CCV-option)	Normal Operation
1558	Timeout gearoil heating routine active (CCV-option)	Manufacturer
1560	Manual operation fan gear	Manufacturer
1565	Manual operation gear heating	Manufacturer
1570	Manual operation gear oil pump	Manufacturer
1575	Manual operation gear bypass filter	Manufacturer
1600	High gear speed 310 Gear overspeed 0 ms 75 X 0 0 0 0 ms	Manufacturer
1605	Gear overspeed 319 WP2035 (G) overspeed 0 ms 200 X 240 0 0 0 ms	Manufacturer
1610	Maximum gear speed 328 Gear overspeed max. 0 ms 200 X 240 0 0 0 ms	Manufacturer
1620	Implausible gear speed -- -- 100ms 52 X 0 0 0 0 ms	Manufacturer
1625	Implausible gear speed leap -- -- 0 ms 52 X 0 0 0 0 ms	Manufacturer
1630	Disc filter adaption implausible -- -- 0 ms 52 X 0 0 0 0 ms	Manufacturer
1700	High temp. gear bearing 1 1323 Gear bearing temp. 1 10s 0 455 X 0 20 0 10s	Manufacturer
1705	Max. temp. gear bearing 1 1324 Gear bear.temp.1stop 10s 52 X 0 0 0 0 ms	Manufacturer
1707	PT100 gear bearing 1 defect -- -- 10ms 52 455 X 0 20 0 15min	Manufacturer
1708	Error measuring temp. gear bearing	Manufacturer
1710	High temp. gear bearing 2 1325 Gear bearing temp. 2	Manufacturer
1715	Max. temp. gear bearing 2 1326 Gear bear.temp.2stop	Manufacturer
1717	PT100 gear bearing 2 defect	Manufacturer
1718	Error measuring temp. gear bearing 2	Manufacturer
1720	High gear oil temperature 1327 Gear oil temp. high	Environmental
1725	Low gear oil temperature 1328 Gear oil temp. low	Environmental
1727	PT100 gear oil sump defect	Manufacturer
1728	Error measuring temp. gear oil sump	Manufacturer

1729	PT100 inlet gear defect	Manufacturer
1738	Error measuring temp. inlet gear -- -- *0 ms 0 455 X 0 20 0 5min	Manufacturer
1800	Overload gear oil pump 1332 Gear oil(P)therm.	Manufacturer
1810	Overload gear heating 920 Gearheat.therm.relay	Manufacturer
1815	Overload fan oil cooler gear 919 Gear fan therm.relay	Manufacturer
1825	Overload gear bypass filter 1345 Th.relay sec.filter	Manufacturer
1855	Gear bypass filter choked 1310 Gear sec.filt.choked	Normal Operation
1860	Oil filter gear choked 1339 Gear oil fil.1 chok.	Normal Operation
1920	Particle sensor defect	Manufacturer
1922	Particle Gear Alarm 10min	Manufacturer
1924	Particle Gear Alarm 24h	Manufacturer
1926	Particle Gear Alarm Total	Manufacturer
2000	Brake pads worn 415 Brake pads worn	Manufacturer
2010	Replace brake pads 416 Replace brake pads	Manufacturer
2050	Brake closed in operation 1833 Brake closed	Manufacturer
2100	Feedback brake 1 429 (B) feedback	Manufacturer
2110	Feedback brake 2 455 (B) feedback 2	Manufacturer
2350	Disc brake cooling down	Environmental
2500	Maximum generator speed 312 (G) overspeed 0 ms 75 X 0 0 0 0 ms	Manufacturer
2510	Generator speed implausible 300 (G) tacho defect	Manufacturer
2515	Implausible generatorspeed leap	Manufacturer
2550	Overload generator fan 1 918 Fan(G)ext.term.relay	Manufacturer
2600	High temp. gen. bearing 1 526 (G) bearing 1 temp.	Manufacturer
2605	Max. temp. gen. bearing 1 527 (G)bear.1 temp. stop	Manufacturer
2607	PT100 gen. bearing 1 defect	Manufacturer
2608	Error measuring temp. gen. bearing 1	Manufacturer
2610	High temp. gen. bearing 2 528 (G) bearing 2 temp.	Manufacturer
2615	Max. temp. gen. bearing 2 529 (G)bear.2 temp. stop	Manufacturer
2617	PT100 gen. bearing 2 defect	Manufacturer
2618	Error measuring temp. gen. bearing 2	Manufacturer
2650	Overload generator fan 2 936 (G)fan 2.term. relay	Manufacturer
2655	Overload generator fan 3	Manufacturer
2660	Thermistor generator 510 Thermistor G1 stator	Manufacturer
2665	High stator temperature 513 G1 stator temp.	Manufacturer

2670	Max. temp. stator 514 G1 stator temp. stop	Manufacturer
2672	PT100 stator temperature defect -- -- 10ms 52 455 X 0 20 0 15min	Manufacturer
2673	Error measuring temp. stator	Manufacturer
2675	Overload generator heating	Manufacturer
2710	Generator power too high 530 (G) power too high	Manufacturer
2800	Max. power peak 550 (G) peak power max.	Manufacturer
2805	Wear filter is blocked 553 (G)Wear filter	Manufacturer
2810	Service generator brushes 554 (G)Brushes worn	Manufacturer
2815	Service wear filter 555 (G)Wear filter stop	Manufacturer
2900	Manual operation generator heating	Manufacturer
2910	Manual operation generator fan 1	Manufacturer
2920	Manual operation generator fan 2	Manufacturer
2930	Manual operation generator fan 3	Manufacturer
2950	Lightning protection defect 602 Lightning prot. def	Manufacturer
3000	Frequency converter not ready 1401 Freq.conv. not ready	Manufacturer
3050	Frequency converter speed windows	Manufacturer
3090	Frequency converter spare protection	Manufacturer
3110	Frequency converter error 1409 Freq. conv. error	Manufacturer
3120	Frequency converter overspeed 1411 Freq.conv.overspeed	Environmental
3125	Timeout ready for connection 651 Cut in	Environmental
3130	Timeout grid synchronisation 1415 Freq.conv.	Environmental
3140	Frequency converter operation range	Environmental
3150	Maximum temperature converter inlet	Environmental
3160	Cables overload 1693 Cable overload	Manufacturer
3162	Cables overload stop 1694 Cable overload stop	Manufacturer
3200	Frquency converter temp. low 1602 Freq.conv.temp.low	Manufacturer
3205	PT100 converter inlet temperature defect	Manufacturer
3208	Error measuring temp. converter inlet	Manufacturer
3210	Frequency converter load rejection 1644 Freq.conv.parallel	Manufacturer
3220	Reduced power converter 1792 [P] reduced conv.	Manufacturer
3225	Limit reactive power converter	Manufacturer
3250	No power 1688 No power	Manufacturer
3255	Converter power too high	Normal Operation
3260	Converter power too low	Normal Operation
3265	Converter torque setpoint	Normal Operation
3320	4-20mA torque converter	Manufacturer
3330	4-20mA conv. generator speed	Manufacturer

3340	Parameter setting implausible	Manufacturer
3400	UPS warning 1762 UPS Warning	Manufacturer
3410	UPS error	Manufacturer
3420	UPS buffertime too short	Manufacturer
3500	Autoreclosure/deactivation 102 Phase drop	Utility
3530	High voltage - Level 1 110 Voltage high	Utility
3531	High voltage - Level 2	Utility
3535	Low voltage - Level 1 111 Voltage low	Utility
3536	Low voltage - Level 2	Utility
3537	Transient grid error 128 Transient grid error	Utility
3540	High frequency - Level 1 120 Frequency high	Utility
3541	High frequency - Level 2	Utility
3543	High frequency - P reduction	Utility
3545	Low frequency - Level 1 121 Frequency low	Utility
3546	Low frequency - Level 2 -- -- 0 ms 170 468 10 20 0 3min	Utility
3547	Critical frequency 134 Critical frequency	Utility
3548	Low frequency - P reduction	Utility
3550	Phase angle 130 L1-L2-L3 12	Utility
3555	Current asymmetry 601 Current asymmetry	Utility
3560	Voltage asymmetry	Utility
3570	Grid error 156 Grid error	Utility
3590	Overtoltage	Utility
3591	Transient voltage peak	Utility
3650	Power-up relay 73 Power-up relay	Manufacturer
3750	Grid measuring implausible	Manufacturer
3800	Circuit breaker 600 Main switch off	Manufacturer
3805	Max. transformer temp. 2022 Trafo temp.stop	Manufacturer
3810	Medium voltage off 2023 Medium Voltage off *30min 170 X 10 0 0 0 ms	Manufacturer
3820	Supply circuit breaker off-state 150 Trafo switch tripped	Manufacturer
3830	Supply curcuit breaker earthed	Manufacturer
3835	Cable panel breaker open	Manufacturer
3840	SF6 boiler pressure low 1695 SF6-Pressure low	Manufacturer
3855	Failure NH-fuses	Manufacturer
3860	Maintenance NH-fuses	Manufacturer
3870	Overload transformer fan outlet air	Manufacturer
3875	Overload transformer fan inlet air	Manufacturer
3920	Reactive compensation system defect	Manufacturer
4000	High temperature nacelle 30 Nacelle temp.	Environmental
4020	Max. temperature nacelle 31 Nacelle temp. stop	Environmental

4022	PT100 temperature nacelle defect -- -- 10ms 0 455 X 0 10 0 1h	Manufacturer
4023	Error measuring temp. nacelle	Manufacturer
4100	Vibration 5 Vibration	Manufacturer
4500	Tower resonance time 205 Tower resonance time	Manufacturer
4510	Tower oscillation Y level 1 1539 WP4084#1 CH1 level 1	Manufacturer
4520	Tower oscillation X level 1 1555 WP4084#1 CH2 level 1	Manufacturer
4530	Tower oscillation Y level 2 1556 WP4084#1 CH1 level 2	Manufacturer
4540	Tower oscillation X level 2 1557 WP4084#1 CH2 level 2	Manufacturer
4565	System fault accel. sensor 1	Manufacturer
4585	4-20mA tower oscillation Y-axis	Manufacturer
4587	4-20mA tower oscillation X-axis	Manufacturer
4588	Oscillation encoder tower	Manufacturer
4600	PT100 temp. bottom box defect	Manufacturer
4605	Fehler Messung Temp. Bodenbox	Manufacturer
5000	Breakdown obstacle light 1561 Flight warn.ligh.out	Manufacturer
5100	Service obstacle light 1569 Flight warn.ligh.def	Manufacturer
5500	High hydraulic pressure 1223 (H)sys. press. high	Manufacturer
5510	Low hydraulic pressure 1224 (H)sys. press. low	Manufacturer
5520	4-20mA hydraulic pressure	Manufacturer
5550	Low hydraulic oil level 1201 (H) oil level low	Manufacturer
5600	Overload hydraulic pump 1207 (H)motor therm.relay	Manufacturer
5700	Max. operation time hydraulic 1213 (H) oper.time > max.	Manufacturer
5710	Min. operation time hydraulic 1214 (H) oper.time < min.	Manufacturer
5720	Brake Accumulator Defect	Manufacturer
5750	Manual operation hydraulic pump	Manufacturer
5760	Flushing hydraulic oil	Manufacturer
5770	Hand-Flushing hydraulic oil	Manufacturer
6000	Overload electr. yaw brake 747 Yaw(B) therm. relay 1s 52 X 240 20 0 0 ms	Manufacturer
6005	Overload yaw motor 1&3 750 Yaw(M)therm.relay1+3	Manufacturer
6010	Overload yaw motor 2&4 751 Yaw(M)therm.relay2+4	Manufacturer
6100	Rotating direction yaw 742 Yaw sensor A/B	Manufacturer

6110	Yaw sensor defect 730 Yaw sensor defect	Manufacturer
6115	Yaw sensor A defect	Manufacturer
6116	Yaw sensor B defect	Manufacturer
6200	Cable autounwind 715 Cable auto unwind	Manufacturer
6210	Max. cable twistangle 722 Cable twisted	Manufacturer
6300	Yaw error 700 Error by yawing	Manufacturer
6350	Check nacelle position!	Manufacturer
6360	Implausible nacelle position	Manufacturer
6400	Manual yaw brake	Manufacturer
6410	Manual yaw	Manufacturer
6500	Windspeeds not conformable 220 W.speed nonidentical	Manufacturer
6510	Anemometer 1 defect 224 Wind gauge R out	Manufacturer
6515	4-20mA anemometer 1	Manufacturer
6520	Anemometer 2 defect 225 Wind gauge L out 2min	Manufacturer
6525	4-20mA anemometer 2	Manufacturer
6530	Anemometer defect 226 Wind gauge defect	Manufacturer
6540	Anemometer frosted 210 Anemom. iced over 20s 52 X 0 20 10 *1d	Environmental
6600	Wind direction not conformable 221 W.direc.nonidentical	Environmental
6610	Vane frosted 21	Environmental
6620	Vane defect 218 Wind vane defect	Manufacturer
6625	Control vane!	Manufacturer
6630	4-20mA vane 1	Manufacturer
6632	Adjust windvane 1	Manufacturer
6635	4-20mA vane 2	Manufacturer
6637	Adjust windvane 2	Manufacturer
6700	Shadow casting 1568 Shadow casting	Environmental
6750	Manual operation meteorology heating	Environmental
7001	Task runtime failure	Manufacturer
7002	Task runtime failure 5ms	Manufacturer
7003	Task runtime failure 10 ms	Manufacturer
7004	Task runtime failure grid measuring	Utility
7005	Division by zero 39 Division by zero	Manufacturer
7008	Reboot required	Manufacturer
7011	Params loading active	Manufacturer
7012	Manual snapshot	Manufacturer
7013	Alarm call test 38 Alarm call test	Manufacturer
7030	Control flag implausible	Manufacturer
7050	PT100 TopBox defect	Manufacturer
7055	Error measuring temperature TopBox	Manufacturer

7085	Comm. error switch top box	Manufacturer
7090	Comm. error switch bottom box	Manufacturer
7325	Time synchronisation failure (SNTP error)	Manufacturer
7400	High CPU temperature	Environmental
7401	Max. temperature CPU	Environmental
7402	CPU Failure RTC	Manufacturer
7403	CPU Accumulator NVRAM	Manufacturer
7404	CPU Memory Error	Manufacturer
7420	PLC-module FM 211 1/4	Manufacturer
7425	PLC-module DI 232 1/5	Manufacturer
7430	PLC-module DI 232 1/6	Manufacturer
7435	PLC-module DO 232 1/7	Manufacturer
7440	PLC-module PTAI 1/8	Manufacturer
7445	PLC-module CNT 204 / HT 1/9	Manufacturer
7450	PLC-module AIO 288 1/10	Manufacturer
7455	PLC-module FS 211/ N 2/1	Manufacturer
7460	PLC-module CM 202 2/2	Manufacturer
7465	PLC-module DIO 216 2/3	Manufacturer
7470	PLC-module AIO 288 2/4	Manufacturer
7475	PLC-module AO 208 2/5	Manufacturer
7480	PLC-module DI 232 2/6	Manufacturer
8000	Park master stop 99 Parkmasterstop	
8100	No park communication 1007 No park communication.	Owner
8105	Parkmaster operation failed	
8200	REguard grid station snapshot	
8400	Error communication PM	Manufacturer
9210	EVU-Stop 135 EU-stop	
Clear	Clearance	
COM	Loss of Communication	Owner
Maint	Maintenance	Manufacturer
Net	Netcom	Owner
Rep	Repair	Manufacturer
TowerNoCom	Cannot connect to tower to determine fault	Owner
TowerNoLog	Cannot connect to tower to determine fault	Owner
VIS	Loss of Visibility	Owner

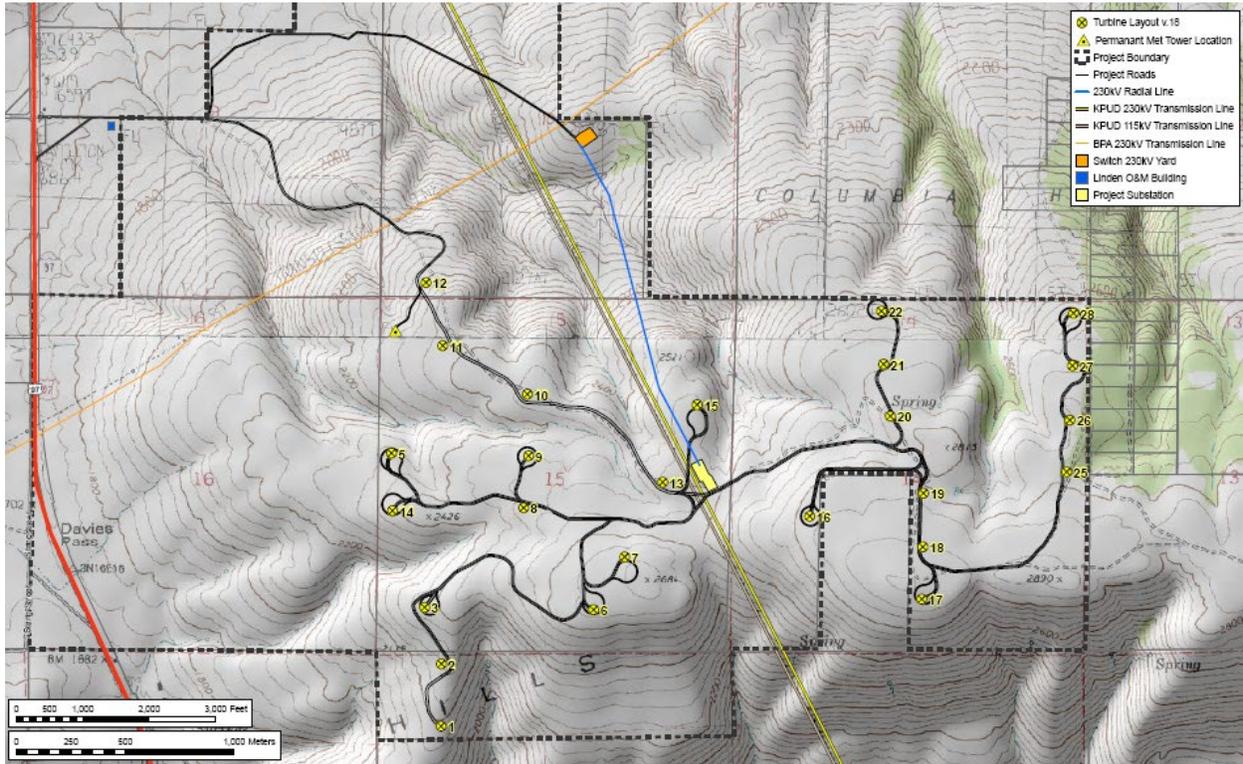
**EXHIBIT I
WIND PLANT SITE**

LINDEN RANCH WIND PROJECT

THE LINDEN RANCH WIND PROJECT (PROJECT) IS A WIND GENERATION FACILITY WITH A NAMEPLATE CAPACITY OF 50 MW, LOCATED IN KLIKITAT COUNTY IN SOUTH CENTRAL WASHINGTON, APPROXIMATELY 4.5 MILES SOUTHEAST OF THE CITY OF GOLDENDALE, EAST OF HIGHWAY 97. THE PROJECT SITS ON A RIDGE AT AN ELEVATION OF APPROXIMATELY 2700 FEET OVERLOOKING THE COLUMBIA RIVER.



THE PROJECT SITE CONSISTS OF TWENTY-FIVE WIND TURBINES, APPROXIMATELY TEN MILES OF ROADS, FOUNDATIONS, A COLLECTOR STATION, A ONE MILE 230 KV TRANSMISSION LINE, ONE METEOROLOGICAL TOWER, SWITCHYARD (OWNED BY THE KCLICKITAT PUBLIC UTILITY DISTRICT - KPUD) AND AN OPERATING AND MAINTENANCE BUILDING.



THE PROJECT HAS TWENTY-FIVE (25) SENVION (FORMERLY REPOWER) MM92 2.0 MW WIND TURBINE GENERATORS. EACH TURBINE IS A THREE BLADED, UPWIND, HORIZONTAL-AXIS WIND TURBINE WITH A ROTOR DIAMETER OF APPROXIMATELY 92.5 METERS. THE TURBINE ROTOR AND THE NACELLE ARE MOUNTED ON TOP OF A TUBULAR TOWER GIVING A ROTOR HUB HEIGHT OF APPROXIMATELY 80 METERS. THE NACELLE CONTAINS THE ELECTRICAL GENERATING EQUIPMENT. THE MAXIMUM HEIGHT OF THE TURBINES IS APPROXIMATELY 127 METERS WHEN A ROTOR BLADE IS AT THE TOP OF ITS ROTATION.

THE WIND FARM HAS A 230/34.5 KV LINDEN COLLECTION SUBSTATION THAT INCLUDES A 64 MVA MAIN TRANSFORMER, TWO 9.6 MVAR CAPACITOR BANKS, TWO +/- 4 MVAR DVAR UNITS AND RELATED SWITCHGEAR. THE LINDEN COLLECTION SUBSTATION CONNECTS TO KPUD'S NEW LINDEN 230 KV SWITCHYARD VIA A LINDEN OWNED ONE MILE 230 KV RADIAL TRANSMISSION LINE. POINT OF INTERCONNECTION IS AT A SWITCHYARD LOCATED IN THE FACILITY THAT IS OWNED BY KPUD. THE KPUD SWITCHYARD IS THEN CONNECTED TO KPUD'S EXISTING EE CLOUSE SUBSTATION VIA A 230 KV TRANSMISSION LINE. THE EE CLOUSE SUBSTATION IS THEN CONNECTED TO BONNEVILLE POWER ADMINISTRATION'S (BPA) HARVALUM SUBSTATION. THE POINT OF DELIVERY IS AT BPA'S HARVALUM SUBSTATION.

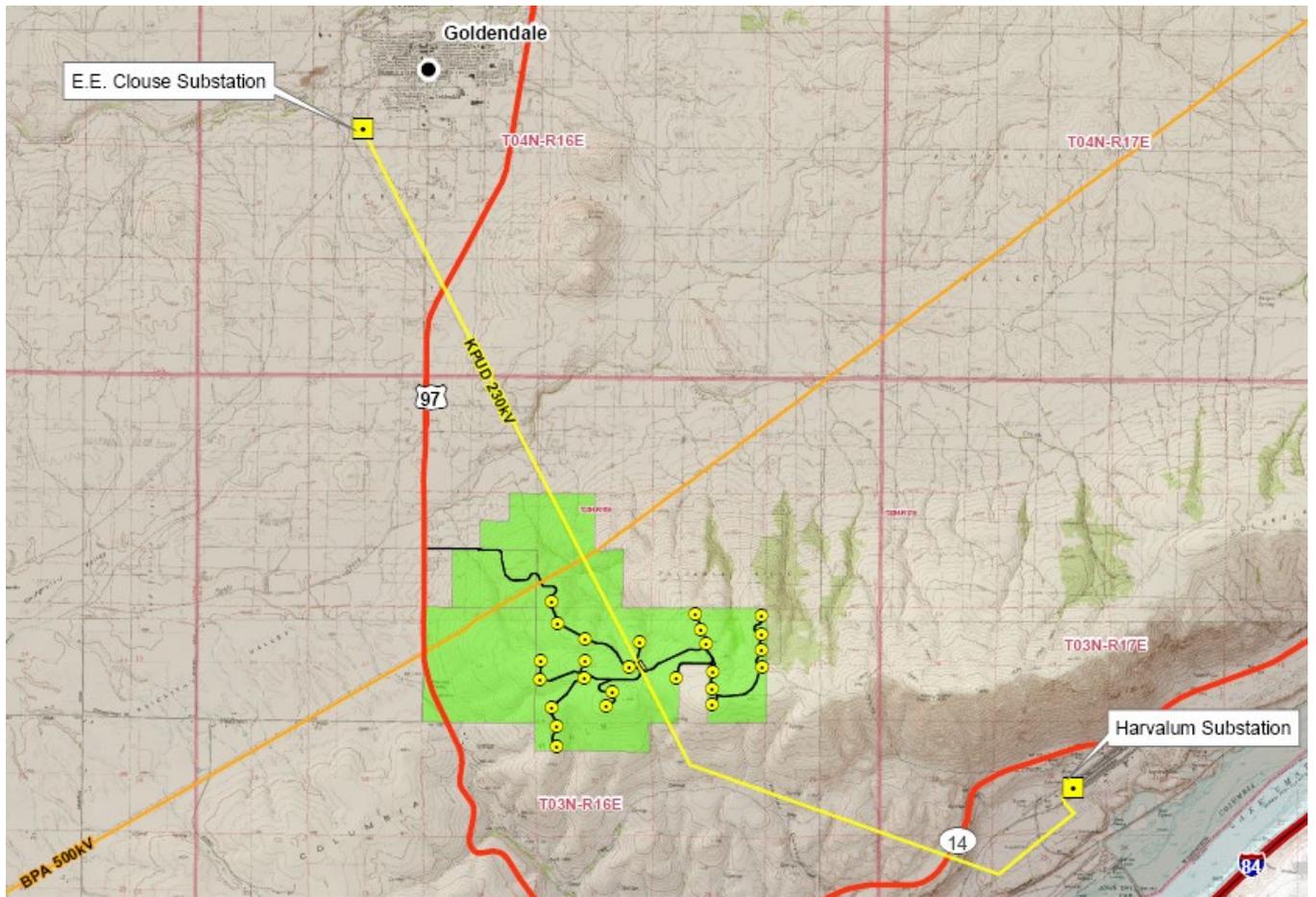


EXHIBIT J
REQUIREMENTS OF PROJECT AGREEMENTS

REAL PROPERTY AGREEMENTS

1. Triple L Wind Amended and Restated Wind Turbine Project Lease Agreement dated August 28, 2009 (Main Project Lease)

- Take any measures as may be reasonably necessary to perform under this Agreement in a manner that avoids contributing to soil erosion on the Wind Plant Site.

2. Department of Natural Resources Wind Power Development Lease No. 60-079358 dated November 1, 2008, as amended by the First Amendment dated September 9, 2009 (Access Road Lease)

- Do not undertake or suffer any activity to be conducted upon the Wind Plant Site which constitutes a nuisance or which is a threat to the health or welfare of the general public.
- Cut no timber owned by the State of Washington (the "State") and do not remove State-owned valuable material without prior written consent of the State.
- Take all reasonable precautions within O&M Contractor's scope of work to protect the Wind Plant Site from fire, and make every reasonable effort to report any fire to the appropriate authorities.
- Prevent the accumulation of debris or refuse on the Wind Plant Site. Prevent the accumulation of equipment parts or "bone yards" on the Wind Plant Site.
- Repair all damage to improvements, other than Wind Plant improvements, on the Wind Plant Site that are caused by O&M Contractor or its Subcontractors, which is in excess of that which O&M Contractor or its Subcontractors would cause through normal and prudent use of the property for the operation of the Wind Plant. Take all reasonable precautions to protect State-owned crops and trees.
- Keep and maintain the WECs and areas of the O&M Facility utilized by O&M Contractor in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted therein, and keep and maintain the whole of the land, including all improvements in a clean, sanitary and attractive condition.
- Do not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State.

3. Department of Natural Resources Wind Power Development Lease No. 60-079461 dated September 1, 2006, as amended by the First Amendment dated September 9, 2009 (Buffer Parcel Only)

- Do not undertake or suffer any activity to be conducted upon the Wind Plant Site which constitutes a nuisance or which is a threat to the health or welfare of the general public.

- Take all reasonable precautions within O&M Contractor's scope of work to protect the Wind Plant Site and improvements from fire, and make every reasonable effort to report any fire to the appropriate authorities.
- Prevent accumulation of debris and refuse on the Wind Plant Site, and prevent the accumulation of equipment parts or "bone yards" on the Wind Plant Site.
- Take all reasonable precautions to protect State-owned crops and trees.
- Do not make or allow to be made any filling in of the Wind Plant Site or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the Wind Plant Site, except as approved in writing by the State, or unless permitted as a permitted use. Remove all unapproved fill material, refuse, garbage, wastes and all of the abovementioned material.
- Keep and maintain the WECs and areas of the O&M Facility utilized by O&M Contractor in good order and repair and safe condition for the safe conduct of any activities or enterprises conducted therein, and keep and maintain the whole of the Wind Plant Site, including all improvements, in a clean, sanitary and attractive condition. Unused equipment must be removed from the Wind Plant Site within 3 months of last date of use.
- Do not destroy any land survey corner monuments and reference points (including but not limited to corner markers, witness objects, or line markers) without prior written approval from the State.

TRANSMISSION AND INTERCONNECTION AGREEMENTS

1. Balancing Authority Area Services Agreement with Bonneville Power Administration (09TX-14524)

- If the Wind Plant is disconnected because of Remedial Action Scheme action, do not restore generation until approval is given by the Bonneville Power Administration Dispatcher and Owner or BOP Contractor provides approval to O&M Contractor. Bonneville will give approval to restore when conditions permit.
- Assist Owner, as requested by Owner within O&M Contractor's scope of work, in complying with other requirements of Bonneville Power Administration.

RENEWABLE ENERGY EXCHANGE AGREEMENT

- By 5:00 PM Pacific Prevailing Time each day, provide to Owner a non-binding forecast (in a format agreed upon by Owner) of the expected mechanical availability for each WEC for the following day.
- Provide notice to Owner of the occurrence of any event or the existence of any circumstance that is likely to affect the mechanical availability of a WEC, promptly after becoming aware of such event or circumstance.

TURBINE SUPPLY & COMMISSIONING CONTRACT AND TOWERS AGREEMENT

- Act as a communication facilitator between Owner and the manufacturing division of WEC Manufacturer with respect to all obligations of WEC Manufacturer thereunder.

**EXHIBIT K
O&M CONTRACTOR REPRESENTATIVE
OWNER REPRESENTATIVE**

O&M CONTRACTOR REPRESENTATIVE

[_____]

OWNER REPRESENTATIVE

**Los Angeles Department of Water and Power,
as Operating Agent**

[_____]

EXHIBIT L
PROACTIVE MAINTENANCE QUOTE

1. Scope of Work. *[to be inserted]*.
2. Quote Price: \$*[to be inserted]*.
3. Payment Schedule: *[to be inserted]*.
4. Project Schedule. *[to be inserted]*.
5. Performance Bond; Payment Bond. In connection with the Proactive Maintenance, O&M Contractor shall furnish a performance bond and a payment bond, in each case, equal to one hundred percent of the Quote Price. Each such bond shall be in a form reasonably acceptable to Owner and consistent with any Applicable Law.
6. Warranties. In addition to the Services Warranty set forth in Article 14 (Warranties and Guarantees), O&M Contractor provides the following warranties with respect to any Parts provided as part of the Proactive Maintenance: *[to be inserted]*.
7. Additional Insurance. In addition to the requirements set forth in Article 17 (Insurance), during the performance of the Proactive Maintenance, O&M Contractor will maintain the following additional coverages: *[to be inserted]*.
8. PWA Requirements. In performing the Proactive Maintenance, O&M Contractor will comply with the Prevailing Wage and Apprenticeship Requirements set forth in Attachment 1 hereto.
9. Termination. Owner will have the right to terminate O&M Contractor's performance of Proactive Maintenance, in its entirety or with respect to some but not all of the WECs, at any time for its convenience, which termination shall be effective upon the O&M Contractor's receipt of written notice of termination from Owner. In such case, Owner will pay O&M Contractor for Proactive Maintenance (including any Parts and Services) provided up to the date of termination.
10. Terms and Conditions. Except to the extent expressly set forth in this Exhibit L, the terms and conditions of the Agreement will apply to the Proactive Maintenance work.

Attachment 1
Prevailing Wage and Apprenticeship Requirements

O&M Contractor acknowledges that the Proactive Maintenance work is subject to the prevailing wage and apprenticeship requirements described in Internal Revenue Code (the “Code”) Sections 45(b)(7) and 45(b)(8) or 45Y(g)(9) and 45Y(g)(10) with respect to a production tax credit, or Sections 48(a)(10) and 48(a)(11) or 48E(d)(3) and 48E(d)(4) with respect to the investment tax credit, IRS Notice 2022-61, and those rules promulgated and published by Treasury Decision 9998 at 89 Fed Reg 53184 (June 25, 2024) as corrected at 89 Fed Reg 66560 (Aug. 16, 2024), as may be amended, modified, or supplemented (the “Prevailing Wage and Apprenticeship Requirements”).

(a) General. O&M Contractor will comply with the Prevailing Wage and Apprenticeship Requirements applicable to Proactive Maintenance Services and without limiting the foregoing, the following provisions shall apply:

(i) Prevailing Wages. All laborers and mechanics employed by O&M Contractor or any Subcontractor performing alterations or repairs shall be paid wages not less than the prevailing wage in effect on the Effective Date of this Agreement; provided, that compliance with this clause (a)(i) shall take into account any corrections and penalties for underpayments described in the Prevailing Wage and Apprenticeship Requirements and paid by O&M Contractor (or if paid by Owner, then reimbursed by O&M Contractor).

(ii) Apprenticeships. To the extent applicable during the performance of Proactive Maintenance, with respect to construction, alteration or repair work performed by O&M Contractor’s laborers and mechanics, O&M Contractor shall ensure that (A) the percentage of the total labor hours of such work that is performed by qualified apprentices as defined in the Code is at least equal to fifteen percent (15%); (B) any work described in clause (a)(ii) hereof satisfies the applicable apprentice-to-journeyworker ratios of the applicable registered apprenticeship program that is sponsoring the qualified apprentices; and (C) if O&M Contractor or any Subcontractor employs four (4) or more individuals to perform such work, O&M Contractor or the applicable Subcontractor employs one (1) or more qualified apprentices to perform such work; provided, that compliance with this clause (a)(ii) shall take into account O&M Contractor’s satisfaction of the good faith effort exception described in the Code Section 45(b)(8)(D)(ii) and the Prevailing Wage and Apprenticeship Requirements (the “Good Faith Effort Exception”). For purposes of establishing O&M Contractor’s satisfaction of the Good Faith Effort Exception, O&M Contractor shall provide written documentation reasonably satisfactory to Owner demonstrating that, in accordance with the Prevailing Wage and Apprenticeship Requirements, (x) O&M Contractor submitted a written request for qualified apprentices from a registered apprenticeship program and (y) either (I) such request was denied for reasons other than the failure of O&M Contractor to comply with the established standards and requirements of such registered apprenticeship program, or (II) such registered apprenticeship program failed to respond to such request within five (5) business days after the date on which such registered apprenticeship program received such request, and (z) O&M Contractor continued to make an additional request within three hundred and sixty-five (365) days after each denial or failure to respond to the previous request. For clarification, the placed in service date for each WEC shall be the date on which all of the following have occurred: (1) necessary permits and licenses for operating have been obtained; (2) all critical tests necessary for proper operation have been performed; (3) the WEC has been placed in the control of Owner; (4) the WEC has been synchronized with the transmission grid; and (5) daily operation of the WEC has begun.

(b) Records. O&M Contractor shall contract with a nationally recognized public accounting firm or professional payroll compliance recording firm or other nationally recognized professional organization (the "Agent") to directly collect, maintain, review and audit O&M Contractor and Subcontractor records sufficient to demonstrate compliance with the Prevailing Wage and Apprenticeship Requirements.

(i) Records. O&M Contractor and O&M Contractor's Subcontractors shall each maintain true, accurate, and complete records as required under the Prevailing Wage and Apprenticeship Requirements, to demonstrate its compliance with clause (a), including, in respect of clause (a)(i), employer name and address, applicable wage determination, employee name, employee identification numbers of laborers and mechanics and qualified apprentices who performed construction work on the Wind Plant, the classifications of work they performed, their hours worked in each classification, and the wage rates paid for the work, and in respect of clause (a)(ii), records demonstrating the percentage of labor hours performed by qualified apprentices, apprentice-to-journeyworker ratios achieved, or O&M Contractor's satisfaction of the Good Faith Effort Exception, as applicable (the "O&M Contractor Records"). O&M Contractor shall require its Subcontractors to meet the applicable analogous recordkeeping requirements for the Wind Plant as those described in this clause (b)(i). However, O&M Contractor or O&M Contractor's Subcontractors shall in no event be required to share or disclose personal identifiable information or confidential information (including tax returns) directly with Owner.

(ii) PWA Agent Report. O&M Contractor and its Subcontractors shall each provide O&M Contractor Records directly to the Agent (excluding any personal identifiable information) for the Agent's review and verification of their continuing compliance with the Prevailing Wage and Apprenticeship Requirements. O&M Contractor shall cause Agent to provide the first report to Owner within three (3) months after O&M Contractor's or a Subcontractor's employees are first deployed on site and at the end of each month thereafter, each such report a "PWA Agent Report." Each PWA Agent Report shall provide a summary of the Agent's findings, including any wage or apprentice hour noncompliance and corrective actions made by O&M Contractor or its Subcontractors to cure the noncompliance. The PWA Agent Report shall include employer name and address, employee identification numbers or names of laborers and mechanics who performed laborer and mechanic work on the Wind Plant, classifications of work each employee performed, hours worked in each classification, applicable wage determination and wage rates paid for their work. With respect to qualified apprentices, the PWA Agent Report shall include records demonstrating the percentage of labor hours performed by qualified apprentices, apprentice-to-journeyworker ratios achieved, any required ratio corrective actions and O&M Contractor's or Subcontractor's satisfaction of the Good Faith Effort Exception, as applicable. The PWA Agent Report shall exclude any individual's personal identifiable information or actual hourly wage and benefits information paid to laborers and mechanics that may be greater than the applicable prevailing wage and benefits. PWA Agent Reports may be made available to any taxing authority or other party identified by Owner for purposes of (1) confirming compliance with the Prevailing Wage and Apprenticeship Requirements, or (2) curing any violation of the Prevailing Wage and Apprenticeship Requirements as specified in clause (d) Indemnity.

(iii) Records review. Owner shall, within thirty (30) days of receiving each PWA Agent Report, provide O&M Contractor written comments identifying in good faith any errors, omissions, or other concerns related to such records or O&M Contractor's performance of its obligations under this sub-clause including any commercially reasonable corrective actions Owner reasonably believes are warranted, which O&M Contractor shall review and incorporate or implement at its sole discretion.

(iv) Record Retention. O&M Contractor and its Subcontractors shall each separately maintain O&M Contractor Records for four (4) years after the end of the Term; provided, that if Owner provides written notice to O&M Contractor of a Tax Proceeding (as defined in paragraph (d)) is ongoing, O&M Contractor shall maintain O&M Contractor Records until Owner notifies O&M Contractor that there is a final resolution with respect to such Tax Proceeding. Owner may elect to receive all O&M Contractor Records at the end of the Term.

(c) Cooperation.

(i) Change in Requirements. In the event of a change in U.S. Federal income tax law, issuance of temporary, proposed, or final Treasury regulations, or the issuance of other guidance by the Treasury Department or Internal Revenue Service ("IRS") that is binding on such agencies and can be relied on by taxpayers generally, in each case after the Effective Date and with respect to the Prevailing Wage and Apprenticeship Requirements described herein, O&M Contractor shall comply with such changed regulations or guidance and the Parties agree to provide reasonable cooperation and assistance to amend the provisions of this Section to address such revised requirements, even if the revised requirements are less stringent than stated in this Section. If O&M Contractor, acting reasonably, is unable to comply with such change, it will notify Owner within ninety (90) days of issuance of such changed regulations or guidance.

(ii) Audits. Owner shall promptly notify O&M Contractor in writing when it receives from the IRS any written determination of non-compliance with the requirements described in this Section. The Parties agree to provide reasonable cooperation and assistance in connection with an audit or examination undertaken by the IRS in connection with the Wind Plant's satisfaction of the Prevailing Wage and Apprenticeship Requirements; provided, that O&M Contractor or its Subcontractors shall in no event be required to share or disclose O&M Contractor Records or confidential information (including tax returns) with Owner or any party other than the IRS. No representation or warranty is made by O&M Contractor as to qualification of any part of the Wind Plant for any U.S. Federal production tax credit or investment tax credit other than with respect to the records delivered under clause (b) hereof.

(iii) Labor classifications and wage rates. If Appendix 1 is to include laborers or mechanics for which no prevailing wage determination or labor classification has been published by the Secretary of Labor as of the date of this Contract, Seller shall, as promptly as possible (in any event no later than ninety (90) days before any relevant work begins by Seller or any of its subcontractors on the Facility) and in accordance with applicable law (including IRS Notice 2022-61, 2022-52 I.R.B. 560 (Nov. 30, 2022), as such notice may be amended, modified, or supplemented), request such relevant wage determinations and labor classifications from the Department of Labor ("DOL"); provided, that following receipt of such wage determinations and labor classifications from the DOL, Purchaser shall process any relevant Change Orders by Seller relating to such wage determinations and labor classifications if it results in an increase in laborers' and mechanics' prevailing wage rates or additional apprentice hours. If Purchaser instructs Seller that a Seller's labor classification is exempt from having to pay prevailing wages, Seller will not be responsible for any penalties, fines, wage corrections or additional apprentice hour requirements if it is later determined that such labor classification should not have been exempt from prevailing wages or apprenticeship requirements.

(d) Indemnity. O&M Contractor shall indemnify and hold harmless Owner from the failure by O&M Contractor to satisfy its obligations under clause (a) or clause (b). Owner shall

notify O&M Contractor of any audit, investigation, or written information request from the IRS (a "Tax Proceeding") relating to the Wind Plant's satisfaction of the Prevailing Wage and Apprenticeship Requirements within fifteen (15) days of receiving such request, provided that failure by Owner to notify O&M Contractor of a Tax Proceeding as set forth in this sentence shall not relieve O&M Contractor of its obligations pursuant to this paragraph (d) to the extent O&M Contractor is not prejudiced by such failure. Owner shall provide O&M Contractor reasonable opportunity to (i) review and comment on any written submissions of Owner to be made to the IRS in respect of such Tax Proceeding and (ii) take such actions as the IRS may in writing expressly permit to cure any proposed disqualification, if any. The Parties agree to cooperate in good faith to cure any failure or potential failure to satisfy the Prevailing Wage and Apprenticeship Requirements.