



414 Nicollet Mall  
Minneapolis, Minnesota 55401

November 20, 2009

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TRADE SECRET DATA HAS BEEN REMOVED**

Dr. Burl W. Haar  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101-2147

— VIA ELECTRONIC FILING —

RE: PETITION FOR APPROVAL OF C-BED  
POWER PURCHASE AGREEMENT WITH  
GOODHUE WIND, LLC (“SOUTH”)  
DOCKET NO. E-002/M-09-\_\_\_\_\_

Dear Dr. Haar:

Enclosed is the Public version of our Petition requesting approval of a Power Purchase Agreement (“PPA”) between Xcel Energy and Goodhue Wind, LLC (“Goodhue South”). A Non-Public version is sent under separate cover.

This PPA is the next of several we expect to submit that qualify as community-based energy development (“C-BED”) projects under Minnesota law. In order to emphasize the importance of community-based renewable energy projects in Minnesota, Minn. Stat. § 216B.1612, Subd. 7(e) contains a streamlined process whereby the PPA is deemed approved by the Minnesota Public Utilities Commission (“Commission”) if no party objects within 30 days of contract submittal. Accordingly, this petition is being filed pursuant to Minn. Stat. § 216B.1612 and the Commission’s September 5, 2008 Order approving our C-BED tariff in Docket No. E-002/M-07-1527. We respectfully request the Commission initiate its process for review.

The Petition and Attachment 1 contain information marked as trade secret and considered sensitive by Xcel Energy and Goodhue Wind, LLC. These provisions relate to the pricing and financial components, as well as certain other aspects of the project. Disclosure of these provisions would have a detrimental effect by

Dr. Burl Haar  
November 20, 2009  
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providing potential suppliers with valuable information not otherwise readily ascertainable and from which these persons would obtain economic value.

In compliance with Minn. Rule 7829.1300, subp. 2, the Company has served copies of the filing on the Minnesota Office of Energy Security, the Office of Attorney General – Residential Utilities Division, all parties on Xcel Energy's general electric service list and our C-BED tariff docket list. If you have any questions regarding this filing, please call me at (612) 330-2952.

Sincerely,

/s/

TIMOTHY J. EDMAN  
MANAGER, REGULATORY ADMINISTRATION

Enclosures

c: Service Lists

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STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

David C. Boyd	Chair
J. Dennis O'Brien	Commissioner
Phyllis Reha	Commissioner
Thomas Pugh	Commissioner
Betsy L. Wergin	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY, A  
MINNESOTA CORPORATION FOR  
APPROVAL OF A POWER PURCHASE  
AGREEMENT WITH GOODHUE WIND,  
LLC

DOCKET No. E-002/M-09-\_\_\_\_

**PETITION**

**INTRODUCTION**

Northern States Power Company, a Minnesota Corporation ("Xcel Energy" or "Company"), hereby petitions the Minnesota Public Utilities Commission ("Commission") for an Order approving a Power Purchase Agreement (the "Agreement" or "PPA") with Goodhue Wind, LLC ("Goodhue South" or "the Project") for 39.0 MW of wind generation.

Goodhue Wind, LLC is a single-purpose entity created by project participants who qualify under Minn. Stat. §216B.1612 ("C-BED Statute"). This Agreement for wind generation with Goodhue South is the result of contract negotiations for the purchase of energy from a C-BED project. As permitted under Minn. Stat. 216B.1612, subd. 7(e), this PPA is approved if the Commission receives no objections within 30 days of the filing date. A copy of the C-BED PPA is included here as Attachment 1.

**I. General Filing Information**

**A. Name, Address, and Telephone Number of Utility**

Xcel Energy

414 Nicollet Mall  
Minneapolis, Minnesota 55401  
(612) 330-5500

**B. Name, Address, and Telephone Number of Utility Attorney**

Matthew P. Loftus  
Senior Attorney  
Xcel Energy Services Inc.  
414 Nicollet Mall, GO 5  
Minneapolis, Minnesota 55401  
(612) 215-4501

**C. Date of Filing and Date Modified Rates Take Effect**

Xcel Energy submits this petition for approval on November 20, 2009. The Company requests approval of the Agreement as of December 19, 2009 if no objections are received by that date, or upon the date of the Commission Order in the event the normal Commission process must be followed due to receipt of an objection to this C-BED PPA. No change in rates would occur until construction of the project and acceptable delivery of energy under the project begins, which is potentially by **[TRADE SECRET BEGINS: December 31, 2010. TRADE SECRET ENDS]**

**D. Statute Controlling Schedule for Processing the Filing**

The Agreement is the result of negotiations under our C-BED tariff established as a result of Minn. Stat. §216B.1612 and approved by the Commission in Docket No. E002/M-08-1527. Specifically, Minn. Stat §216B.1612 subd. 7(e) provides that a utility's ratepayers have an opportunity to address PPA reasonableness, and if no objection is made within 30 days, the contract is deemed approved.

**E. Utility Employee Responsible for Filing**

Timothy J. Edman  
Manager, Regulatory Administration  
Xcel Energy Services Inc.  
414 Nicollet Mall, GO 7  
Minneapolis, Minnesota 55401  
(612) 330-2952

## **II. Description and Purpose of Filing**

Xcel Energy seeks approval of the Agreement, provided as Attachment 1,<sup>1</sup> for wind generation resources from Goodhue Wind Farm, LLC, a single-purpose entity created by the project participants. This agreement addresses the power purchase aspect of the transaction with Goodhue South. Interconnection issues are separately negotiated.<sup>2</sup> A unique feature of this petition is the approval process established by statute. Typically, the Commission has acted on wind PPAs using traditional regulatory process whereby comment and reply periods precede Commission action. In the case of C-BED projects, the Minnesota legislature intended rapid regulatory approval of these types of contracts. The priority of encouraging community-based wind development is emphasized by establishing approval after a 30-day period if no objections are raised.

In support of this filing, Xcel Energy provides:

- Background information;
- Overview of the generation resources;
- Summary of relevant terms of the power purchase agreements;
- Proposed use of fuel and resource recovery clauses related to the purchases; and
- Demonstration that the PPA is in the public interest, reasonable and protects the interest of ratepayers.

### **A. Background**

During the 2005 session, the Minnesota legislature created a new law intended to further facilitate wind development in the state by adopting a set of ownership criteria and pricing guidelines supporting much greater local, regional and state involvement than had been realized in the past. In addition to specifically defining qualifying ownership – examples of which include Minnesota residents, non-profit organizations, school district and tribal councils – Minn. Stat. §216B.1612 specifies the pricing structure may be front end-loaded for the first half of the contract term. Under the 2005 law, the power generated by C-BED projects could be purchased by

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<sup>1</sup> Certain provisions of the Agreement have been designated "Trade Secret". We have designated more information to be trade secret than we have in past agreements due to the ongoing negotiations with other C-BED projects.

<sup>2</sup> As a result of the FERC functional separation rules for wholesale contracts and FERC's determination that transmission interconnection is a service under the Xcel Energy Open Access Transmission Tariff ("OATT," required by FERC Order 888), the interconnection agreement for the PPA will be separately negotiated (through MISO) and filed with FERC.

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Minnesota utilities at a rate up to 2.7 cents per kilowatt hour on a net present value basis over a 20-year contract life.

To emphasize the importance state leaders place on additional development of renewable energy resources, Governor Tim Pawlenty announced a state goal of 800 MW of community-based wind by 2010. The Goodhue South Project is one of several C-BED contracts with which Xcel Energy strives to secure 500 MW of C-BED resources.

By law, all Minnesota utilities were to offer a C-BED tariff for Commission approval and in an Order dated May 3, 2006 in Docket No. E002/M-05-1887, Xcel Energy's C-BED tariff was approved. In 2007, the Minnesota legislature modified the C-BED statute in a number of ways including ownership criteria and removal of the price cap, further requiring utilities to submit by December 1, 2007 revised C-BED tariffs to the Commission. On December 3, 2007, the Company filed for approval of revisions to the C-BED tariff in Docket No. E002/M-08-1527 in order to conform to the 2007 C-BED statutory amendments. In particular, the revised C-BED tariff clarifies the possible ownership of a C-BED facility and removes the 2.7 cents per kWh net present value price cap. On September 5, 2008 the Commission issued an Order approving the revised C-BED tariff.

**B. Overview of the Generation Resources**

Goodhue South is a 39.0 MW C-BED project consisting of one Minnesota limited liability company ("LLC"). The project plans to use 26 GE 1.5 xle wind turbines. The project will be constructed on a site located in Goodhue County in southeastern Minnesota. The facility is expected to produce approximately **[TRADE SECRET BEGINS:**

**TRADE SECRET ENDS]** Goodhue South will install and operate the facilities necessary to interconnect the project. The point of interconnection and delivery will be Great River Energy's 69 kV line in Goodhue Township (T-117N, R-15W) in Goodhue County. The MISO queue number is H062. **[TRADE SECRET BEGINS:**

**TRADE SECRET ENDS]** Goodhue South has begun making arrangements for equipment and resources, and the 30-day approval process established in statute can help the project accomplish its commercial operation date.

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Goodhue South submitted its proposal for consideration in response to the January 21, 2009 Request for Proposals for C-BED projects and was evaluated as competitive with other offered proposals.

**C. Relevant Terms of the Transaction**

Following is a brief description of the relevant terms of this particular PPA.

1. Purchase Price and Term

Xcel Energy will purchase the entire output of the Project over a 20-year term of the contract. The price in this PPA is a flat price for the entire 20 years. The PPA rates are [TRADE SECRET BEGINS: TRADE SECRET ENDS]. Energy production prior to the COD will be purchased by Xcel Energy at a rate of [TRADE SECRET BEGINS: TRADE SECRET ENDS]

Xcel Energy has reviewed the price stream of the above rates and using our current cost of capital of 8.83%<sup>3</sup>, we conclude contract energy payments translate into a net present value of [TRADE SECRET BEGINS: TRADE SECRET ENDS] The Goodhue South C-BED PPA is [TRADE SECRET BEGINS:

**TRADE**

**SECRET ENDS]**

The PPA includes a provision to address any situation in which the Commission or another governmental authority with jurisdiction determines that Goodhue South has not maintained its eligibility with respect to the C-BED statute. In the event this condition occurs, Xcel Energy will continue to purchase the energy at a reduced rate of [TRADE SECRET BEGINS: TRADE SECRET ENDS] until seller has restored C-BED eligibility.

2. Commercial Operation Date

The potential COD is [TRADE SECRET BEGINS:

**TRADE SECRET ENDS]** or as extended for reasons other than Force Majeure, Event of Default by NSP or delay attributable to NSP, is considered an Event of Default on the part of Goodhue South.

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<sup>3</sup> The current cost of capital value was set in Docket E002/GR-08-1065.



**D. Fuel and Resource Recovery Clauses Related to the Purchases**

The Company intends to count this C-BED purchase toward the legislative requirements of Minn. Stat. §216B.1691 subd. 2, and upon PPA approval, costs incurred in connection with this Agreement are recoverable consistent with Minn. Stat. §216B.1645. Comparable to all Xcel Energy's wind generation purchases, costs for this purchase are priced entirely on an energy basis. As with the purchases from other wind projects,<sup>4</sup> Xcel Energy is seeking approval to recover these costs pursuant to Minn. Stat. §216B.1645 through the fuel cost charge of the fuel clause rider. This recovery method is the same as that set forth for other wind generation projects to satisfy the legislative requirements of Minn. Stat. §216B.2423 subd. 1 and Minn. Stat. §216B.1691 subd. 2.

**E. Description of the Proposed Tariff**

Specific tariff changes are not necessary as existing tariff language provides for recovery of the costs of the energy through the Company's renewable resource recovery clause. The proposed terms of the agreement and associated costs to ratepayers are described in this petition.

**F. The PPA is in the Public Interest, Reasonable and Protects the Interests of Xcel Energy Ratepayers**

Minn. Stat. §216B.1612 provides the means by which the Commission is to measure the reasonableness of C-BED projects; the Goodhue South project as described meets these statutory requirements. Xcel Energy offers the following to support this assertion:

1. The Minnesota legislature has clearly stated its support for locally developed, small scale energy development through the passage of the C-BED program. Further, the Governor has set a goal for the development of at least 800 MW through the C-BED program by the year 2010;
2. The Minnesota legislature recently removed the statutory price cap enacted in 2005 for C-BED projects in response to the increased construction costs for all types of energy projects and in order not to place C-BED projects at a competitive disadvantage;
3. The Goodhue South cost per MWh falls within reasonable range of other similar C-BED projects that submitted bids this year;

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<sup>4</sup> Except for those proposed in the Windsource program, Docket No. E-002/M-01-1479.

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4. The Goodhue South PPA has been structured to protect the interests of ratepayers through various safeguards and deliver energy to them at a reasonable cost;
5. Approval of the Goodhue South PPA will help satisfy the legislative requirements for the purchase of additional wind generation resources;
6. The Goodhue South project will help Minnesota maintain its forward position as a leader in wind energy development; and
7. Approval of the Goodhue South PPA will provide a clear signal that widespread wind energy development is an important part of Minnesota's long-term energy supply.

Based upon the above, Xcel Energy requests the Commission to: (1) approve the PPA; and (2) determine that its terms and prices are reasonable and in the interests of its ratepayers.

### **III. Effect of Change upon Xcel Energy Revenue**

The PPA is expected to result in annual energy expenditures of approximately **[TRADE SECRET BEGINS: TRADE SECRET ENDS]** starting with the COD of the project. Pursuant to Minn. Stat. §216B.1645, the Minnesota portion of these wind energy costs will be recovered through the fuel cost charge of the fuel clause rider. The Company proposes that the Minnesota portion of these costs will be recovered through the automatic adjustment mechanism of the Company's electric rate tariffs on file with the Commission.

No net increase in revenue to Xcel Energy will result from this transaction, as the Minnesota costs of the power purchase will equal the Minnesota revenue collected.

### **IV. Miscellaneous Information**

#### **A. Service List**

Pursuant to Minnesota Rule 7829.0700, Xcel Energy requests that the following persons be placed on the Commission's official service list for this matter:

Matthew P. Loftus  
Senior Attorney  
Xcel Energy Service Inc.  
414 Nicollet Mall, GO 5  
Minneapolis, Minnesota 55401

SaGonna Thompson  
Records Specialist  
Xcel Energy Services Inc.  
414 Nicollet Mall, GO 7  
Minneapolis, Minnesota 55401

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**B. Service on Other Parties**

Pursuant to Minnesota Rule 7829.1300, subp. 2, Xcel Energy has served a copy of this Petition on the Office of Energy Security and the Office of the Attorney General (Residential Utilities Division). A summary of the filing has been served on all parties on Xcel Energy's miscellaneous electric service list.

**C. Summary of Filing**

A one-paragraph summary of the filing accompanies this Petition pursuant to Minnesota Rule 7829.1300, subp. 1.

**CONCLUSION**

The PPA negotiated with Goodhue South as a result of the 2005 and 2007 C-BED legislation will satisfy various wind mandates and help diversify and serve the growing electric supply needs of Xcel Energy's electric customers. The project and associated PPA meet the requirements of Minn. Stat. §216B.1612. Therefore, approval of the PPA is reasonable and in the public interest.

Xcel Energy requests the Commission find that 1) this Agreement is reasonable and in the public interest, 2) this Agreement is subject only to ongoing prudence review through the annual automatic adjustment reports, and 3) Xcel Energy may recover from Minnesota retail customers the Minnesota jurisdictional portion of the amounts incurred by the Company during the full term of this Agreement.

Dated: November 20, 2009

Xcel Energy,  
A Minnesota corporation

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

David C. Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
Betsy L. Wergin	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY A  
MINNESOTA CORPORATION FOR  
APPROVAL OF A POWER PURCHASE  
AGREEMENT WITH GOODHUE WIND,  
LLC

DOCKET No. E002/M-09-\_\_\_\_\_

**PETITION**

**SUMMARY OF FILING**

Please take notice that on November 20, 2009, Northern States Power Company a Minnesota corporation filed with the Minnesota Public Utilities Commission its petition for approval of a Power Purchase Agreement with Goodhue Wind, LLC, resulting from the Community Based Energy Development legislation, Minn. Stat. §216B.1612 for purchase of 39.0 MW of wind generation resources.

Final

**RENEWABLE ENERGY PURCHASE AGREEMENT  
BETWEEN**

**NORTHERN STATES POWER COMPANY**

**AND**

**GOODHUE WIND, LLC**

**39 MW GOODHUE WIND FARM SOUTH  
(GOODHUE INTERCONNECTION H062)**

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**Renewable Energy Purchase Agreement  
between**

**Goodhue Wind, LLC**

**And**

**Northern States Power Company-Minnesota**

**(39 MW Goodhue Wind Farm South)**

This Renewable Energy Purchase Agreement (this "PPA") is made this 20<sup>th</sup> day of October, 2009, (the "Effective Date"), by and between Goodhue Wind, LLC, with a principal place of business at 3033 Excelsior Blvd., Ste 525, Minneapolis, MN 55416 ("Seller"), and Northern States Power Company, a Minnesota corporation with headquarters in Minneapolis, Minnesota ("NSP") for the 39 MW Goodhue Wind Farm South. Seller and NSP are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller desires to develop, design, construct, own and operate a wind-energy conversion electric generating facility known as the Goodhue Wind Farm South with an expected total name plate Capacity of approximately 39 MW, which is further defined below as the "Facility;" and

WHEREAS, Seller intends to locate the facility in Goodhue County, Minnesota and to interconnect the Facility with the Interconnection Provider's System; and

WHEREAS, Seller intends to qualify as a C-BED Project as that term is defined herein and Seller has requested that NSP enter into this PPA on the basis that Seller and the Facility qualify for C-BED Eligibility; and

WHEREAS, Seller desires to sell and deliver to NSP at the Point of Delivery the Renewable Energy produced by the Facility and associated Renewable Energy Credits, and NSP desires to buy the same from Seller in accordance with the terms and conditions set forth in this PPA.

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

**Article 1 - Definitions and Rules of Interpretation**

1.1 Rules of Construction. The capitalized terms listed in this Article shall have the meanings set forth herein whenever the terms appear in this PPA, whether in the singular or the plural or in the present or past tense. Other terms used in this PPA but not listed in this Article shall have meanings as commonly used in the English language and, where such words have a generally accepted meaning in Good Utility Practice, such meaning shall apply. Words not otherwise defined herein that have well

known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

- (A) The masculine shall include the feminine and neuter.
- (B) References to "Articles," "Sections" or "Exhibits" shall be to articles, sections or exhibits of this PPA.
- (C) The Exhibits attached hereto are incorporated in and are intended to be a part of this PPA; *provided, however*, that in the event of a conflict between the terms of any Exhibit and the terms of this PPA, the terms of this PPA shall take precedence.
- (D) This PPA was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this PPA and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this PPA or any part hereof.
- (E) The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this PPA. Unless expressly provided otherwise in this PPA, (a) when this PPA requires the consent, approval or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever this PPA gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be reasonable.
- (F) Use of the words "include" or "including" or similar words shall be interpreted as "include without limitation" or "including, without limitation."
- (G) Use of the words "tax" or "taxes" shall be interpreted to include taxes, fees, surcharges and the like.

1.2 Interpretation with Interconnection Agreement. Each Party conducts its operations (i) in a manner intended to comply with FERC Order No. 2004, Standards of Conduct for Transmission Providers, requiring the separation of its transmission and merchant functions. Moreover, the Parties acknowledge that NSP's transmission function offers transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service.

The Parties recognize that Seller will enter into a separate Interconnection Agreement with the Interconnection Provider.

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

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

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

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

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

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

(C) Subject to Seller's right to self-generate and consume energy concurrently generated by the Facility, Seller may obtain House Power from the Local Provider. Seller may obtain House Power through the Interconnection Facilities to the extent permitted by law, provided, however, that the amount of energy received by Seller through the Interconnection Facilities shall not be offset against the amount of Renewable Energy delivered to NSP at the Point of Delivery for purposes of computing NSP's obligation to purchase Renewable Energy and to receive RECs. Seller shall arrange at its own expense with the Interconnection Provider or applicable retail service provider to separately measure House Power received through the Interconnection Facilities.

1.4 Definitions. The following terms shall have the meanings set forth herein:

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

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

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

"Applicable Permits" shall have the meaning set forth in Section 4.9.

"Available Capacity" shall have the meaning set forth in Section 7.4(B).

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

"Capacity" means the output potential a machine or system can produce or carry under specified conditions. The capacity of generating equipment is generally expressed in kilowatts or megawatts. Capacity is also referred to as "capability" in the electric power industry and for the purposes of this PPA the terms are synonymous.

"Capacity Resource" means the amount of net generating Capacity associated with the Facility for which Capacity credit may be obtained under applicable planning reserve procedures and requirements. Initially, such requirements are set forth in Module E of the TEMT and MISO Business Practices Manual for Resource Adequacy.

"C-BED Eligibility" means the satisfaction of the applicable requirements set forth in Minnesota Statutes Section 216B.1612, Subd. 2(f), necessary for the Facility to qualify as a C-BED Project.

"C-BED Project" is a project that satisfies all of the requirements for a community-based wind energy development project set forth in Minnesota Statutes Section 216B.1612.

"Change of Control" shall have the meaning set forth in Section 19.3(A).

"Close of the Business Day" means 5:00 PM on a non-holiday weekday prevailing time for the location of the Facility.

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

"Commercial Operation Date" or "COD" means the date that NSP provides notification to Seller, pursuant to Section 4.7, of NSP's declaration that all of the Conditions specified in Section 4.7 have occurred or otherwise been satisfied.

"Commercial Operation Milestone" means the Construction Milestone for the Commercial Operation Date. The Commercial Operation Milestone is specified in Exhibit A as December 31, 2010.

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

"Committed Renewable Energy" shall have the meaning set forth in Section 7.2.

"Conditions" shall have the meaning set forth in Section 4.7.

"Construction Contract" means the contract or contracts providing for the acquisition, manufacture, delivery and installation of the generating and step-up transformation equipment that is to be part of the Facility and the engineering, procurement and construction of the Facility. The Construction Contract may consist of a single engineering, procurement and construction contract, in which case such single engineering, procurement and construction contract shall constitute the "Construction Contract", or it may consist of a series of contracts (such as a turbine supply and installation contract and a balance of plant contract), in which case such series of contracts shall collectively constitute the "Construction Contract."

"Construction Milestones" means the dates set forth in Exhibit A by which Seller agrees to achieve the corresponding results specified for such dates, including, but not limited to, the Commercial Operation Milestone.

"Control Area" means the system of electrical generation, distribution and transmission facilities within which generation is regulated in order to maintain interchange schedules with other such systems.

"Day" means a calendar day.

"Delay Conditions" shall have the meaning set forth in Section 14.4.

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

"Deliverability Study" means a test performed by MISO that analyzes the ability of groups of generation in small pockets throughout the MISO footprint to operate at their maximum capability without being "bottled up" by transmission constraints.

"Dispute" shall have the meaning set forth in Section 13.10(A).

"Dispute Notice" shall have the meaning set forth in Section 13.10(A).

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"Effective Date" shall have the meaning set forth in the introductory paragraph.

"Electric Metering Devices" means the meters, metering equipment and data processing equipment used to measure, record or transmit data relating to the Renewable Energy output from the Facility. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

"Eligible Renewable Energy Resource" means any resource that qualifies a renewable energy resource eligible to be certified to receive, claim, own or use Renewable Energy Credits pursuant to the protocols and procedures developed and approved by the MPUC in the Midwest Renewable Energy Trading System ("M-RETS") program, MPUC Docket No. E-999/CI-04-1616 and subsequent related proceedings.

"EMCC" or "Energy Markets Control Center" means NSP's merchant representatives responsible for dispatch of generating units, including the Facility.

"Emergency" means any condition or situation which in the commercially reasonable judgment of NSP, the Interconnection Provider, MISO, or MRO (as communicated to NSP) that (i) endangers or might endanger life or property or public safety or (ii) affects or might affect NSP's ability, or the ability of any participant of MRO, or MISO, to maintain safe, adequate and continuous electric service to NSP's or the Interconnection Provider's customers or the customers of any participant of MRO, or MISO, and any emergency as defined in the Interconnection Agreement.

"Energy Resource" means the type of interconnection service which allows Seller to connect the Facility to the transmission or distribution system, as applicable, as an "Energy Resource" as defined by the TEMT, and be eligible to deliver the Facility's output using the existing firm or non-firm capacity on the transmission system on an as-available basis.

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

"ERIS" means interconnection service that allows Seller to connect the Facility and Seller's System to the Interconnection Provider's System as an "Energy Resource" as defined in the TEMT and allows the Facility to deliver the Energy and Capacity produced by the Facility using existing firm or non-firm capacity on the transmission system on an as-available basis.

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

"Facility" means Seller's electric generating facility and Seller's Interconnection Facilities, as identified and described in Article 3 and Exhibit B to this PPA, including, but not limited to, all of the following, the purpose of which is to produce electricity and deliver such electricity to the Interconnection Point: Seller's equipment, buildings, all of

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the generation facilities, including generators, turbines, step-up transformers, output breakers, facilities necessary to connect to the Interconnection Point, protective and associated equipment, improvements and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the electric generating facility that produces the Renewable Energy subject to this PPA.

"Facility Debt" means the obligations of Seller to any lender pursuant to the Financing Documents, including without limitation, principal of, premium and interest on indebtedness, fees, expenses or penalties, amounts due upon acceleration, prepayment or restructuring, swap or interest rate hedging breakage costs and any claims or interest due with respect to any of the foregoing.

"Facility Lender" means, collectively, any lenders providing any Facility Debt and any successors or assigns thereto.

"FCA" means a Facilities Construction Agreement as required by MISO pursuant to its TEMT.

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

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

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

"Forced Outage" means any condition at the Facility that requires immediate removal of the Facility, or some part thereof, from service, another outage state or a reserve shutdown state. This type of outage results from immediate mechanical/electrical/hydraulic control system trips and operator-initiated trips in response to Facility conditions or alarms.

"Good Utility Practices" means the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric power wind generation industry, MRO or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, permits, codes, equipment manufacturer's recommendations, reliability, safety, and

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environmental protection. With respect to the Facility, Good Utility Practices includes, but is not limited to, taking reasonable steps to ensure that:

- (A) equipment, materials, resources, supplies, and spare parts, are available to meet the Facility's needs;
- (B) sufficient adequately trained operating personnel are available at all times to operate and maintain the Facility properly, efficiently and in coordination with NSP and are capable of responding to reasonably foreseeable Emergency conditions, whether caused by events on or off the Site;
- (C) preventive, routine and non-routine maintenance and repairs are performed in accordance with turbine manufacturer's recommendations and specifications on a basis that ensures reliable, long-term and safe operation;
- (D) appropriate monitoring and testing are performed in accordance with turbine manufacturer's recommendations and specifications; and
- (E) equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public or the interconnected system or contrary to Applicable Law, permits, or without regard to defined limitations such as flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive loading, frequency, rotational speed, polarity, synchronization or control system limits; and
- (F) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and Emergency conditions.
- (G) equipment is operated in accordance with turbine manufacturer's recommendations and specifications and applicable permits, licenses and Applicable Laws.

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

"Guarantor" shall have the meaning set forth in Section 11.1.

"Hazardous Materials" means any substance, material, gas or particulate matter that is regulated by any local Governmental Authority, as an environmental pollutant or dangerous to public health, public welfare or the natural environment including protection of non-human forms of life, land, water, groundwater and air, including any material or substance that is (i) defined as "toxic," "polluting," "hazardous waste,"

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

"House Power" shall have the meaning set forth in Section 1.3.

"Indemnified Party" shall have the meaning set forth in Section 17.1.

"Indemnifying Party" shall have the meaning set forth in Section 17.1.

"Interconnection Agreement" means the separate agreement among Seller, MISO and the Interconnection Provider for interconnection of the Facility to the Interconnection Provider's System, as such agreement may be amended from time to time. For the avoidance of doubt, "Interconnection Agreement" excludes any temporary interconnection agreement or any agreement where the Transmission Provider may limit the operational output of the Facility.

"Interconnection Facilities" means Interconnection Provider's Interconnection Facilities and Seller's Interconnection Facilities.

"Interconnection Point" means the physical point on the 69 kV Goodhue-Zumbrota transmission line at which Seller's new step-up substation will interconnect the Facility to the Interconnection Provider's System.

"Interconnection Provider" means collectively (i) the entity that is responsible under the Interconnection Agreement for providing the transmission lines, Interconnection Provider's Interconnection Facilities and other equipment and facilities with which the Facility interconnects at the Interconnection Point (known under the Interconnection Agreement as the "Transmission Owner") and (ii) MISO (known under the Interconnection Agreement as the "Transmission Provider").

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

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installation and operation of the Interconnection Provider's Interconnection Facilities shall be governed by the Interconnection Agreement.

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

"Issuer" shall have the meaning set forth in Section 11.1(E).

"Local Provider" shall have the meaning set forth in Section 1.3.

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

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

"M-RETS Program" means the Midwest Renewable Energy Trading System program, MPUC Docket No. E-999/CI-04-1616 and subsequent related proceedings.

"MRO" means the Midwest Reliability Organization, a NERC regional electric reliability council, or any successor organization.

"Negative Checkoff Approval" means this PPA has been approved in conformance with Minn. Stat. § 216B.1612 as follows: (i) NSP has submitted this PPA to the MPUC under such statute; (ii) no Person objects to this PPA within thirty (30) Days after submission of this PPA to the MPUC, or an objection is raised but is resolved, withdrawn or otherwise determined not to prevent approval of this PPA within such thirty (30) days; and (iii) the MPUC fails to disapprove this PPA within such thirty (30) Days after submission, then this PPA shall be deemed approved pursuant to Minnesota Statutes Section 216B.1612, and no further MPUC approval shall be required.

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

"Network Resource" means the applicable amount of capacity for the Facility that has been designated for resource adequacy as a "Network Resource" under Module E of the TEMT.

"New Joint Transmission Authority" means any independent service organization or other Person that may be created or becomes operational subsequent to the date of this PPA and that is empowered or authorized to plan, coordinate, operate, regulate or otherwise manage any or all of the Interconnection Provider's system, whether in place of, or in addition to, MRO or MISO.

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"Non-C-BED Rate" means the amount set forth in Exhibit A-1, to apply as set forth in Section 8.2.

"On-Peak Months" means the months of January, February, June, July, August, September and December.

"Operating Committee" means one representative each from NSP and Seller pursuant to Section 10.4.

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

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

"Party" and "Parties" shall have the meanings set forth in the introductory paragraph.

"Party Representative" and "Parties' Representatives" shall have the meanings set forth in Section 13.10(A).

"Pending Facility Transaction" shall have the meaning set forth in Section 19.3(D).

"PFT Notice" shall have the meaning set forth in Section 19.3(D)(2).

"PI" shall have the meaning set forth in Section 13.6.

"Point of Delivery" means the electric system point at which Seller makes available to NSP and delivers to NSP the Renewable Energy being provided by Seller to NSP under this PPA. The Point of Delivery shall be at a location within MISO's operational control and specified in Exhibit B to this PPA.

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

"Production Data" shall have the meaning set forth in Section 10.2(C).

"PTCs" means federal production tax credits applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. Section 45, as amended, or such substantially equivalent tax credit that provides Seller (or its owners) with a tax credit based on energy production from any portion of the Facility.

"Qualifying Owner" shall have the meaning set forth in Minnesota Statutes Section 216B.1612, Subd. 2(c), as amended.

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"Renewable Energy" means all electric energy generated exclusively by the Facility (which is electric energy derived from an Eligible Renewable Energy Resource) including any and all associated Renewable Energy Credits and delivered to the Point of Delivery as measured by the Electric Metering Devices installed pursuant to Section 5.2. Renewable Energy shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

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

"Renewable Energy Payment Rate" shall have the meaning set forth in Section 8.1.

"Replacement Energy Costs" means the costs incurred by NSP, after the Commercial Operation Date, for the Renewable Energy that is necessary to replace that which Seller, in accordance with this PPA, was required to have produced at the Facility and deliver to NSP, but failed to so provide, less the sum of any payments from NSP to Seller, under this PPA, that were eliminated as a result of such failure; *provided, however,* that the net amount shall never be less than zero in any hour. Unless the Parties mutually agree to a different bases for reimbursement, Replacement Energy Costs shall be determined on an hourly basis and shall include only those hours where the following calculation achieves a positive number:

Replacement Energy Costs = (A + B + C) – D, where

(i) The calculation achieves a positive number and for any hour the calculation achieves a negative number, the number for such hour(s) shall be deemed to be zero.

(ii) "A" is the product of the MWh for which Replacement Energy Costs are owed and the MISO spot market price for energy delivered at the MISO LMP node nearest to the Point of Delivery for the hour;

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(iii) "B" is the product of the actual cost of M-RETs-certified RECs and the number of RECs equal to the number of MWh for which Replacement Energy Costs are owed; and

(iv) "C" an amount equal to the reasonable cost of transmission to deliver reasonably available energy to NSP in amounts equal to the number of MWh for which Replacement Energy Costs are owed;

(v) "D" is the product of the MWh for which Replacement Energy Costs are owed and the Renewable Energy Payment Rate.

"SCADA" means supervisory control and data acquisition.

"Scheduled Outage/Derating" means a planned interruption/reduction of the Facility's generation that both (i) has been coordinated in advance with NSP, with a mutually agreed start date and duration, and (ii) is required for inspection or preventive or corrective maintenance.

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

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

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

"Subordinated Mortgage" shall have the meaning set forth in Section 11.2(A).

"Tax Benefits" means an amount equal to: (i) the PTCs to which Seller (or its owners) would have been entitled with respect to Renewable Energy that could have been delivered but for a Voluntary Curtailment pursuant to Section 7.4 of this PPA; plus (ii) a "gross up" dollar amount to take into account the federal, state and local income tax to Seller on such payments in lieu of PTCs so that the net amount retained by Seller, after payment of federal, state and local income taxes, is equal to the amount set forth in clause (i) of this definition. For purposes of determining the foregoing, Seller

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shall be deemed to be subject to tax at the highest statutory corporate income tax rates for the highest income bracket (federal, state or local, as applicable) for Seller or its parent, as appropriate, that are in effect or scheduled to be in effect for the tax year in which the receipt of such Tax Benefits payment is taxed. By way of example, as of the date of this PPA, the highest marginal corporate federal income tax rate for the highest income tax bracket is thirty-five percent (35%).

"TEMT" means the MISO Open Access Transmission Energy and Operating Reserve Markets Tariff, as amended from time to time.

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

"Test Energy" means that energy which is produced by the Facility, delivered to NSP at the Point of Delivery and purchased by NSP, pursuant to Section 4.8, in order to perform testing of the Facility prior to Commercial Operation.

"Turbine Commitment" shall have the meaning set forth in Section 6.1(B).

"Voluntary Curtailment" shall have the meaning set forth in Section 7.4(A)(2).

"Wind Turbines" means the electric generating devices powered by the wind that are included in the Facility.

## **Article 2 - Term and Termination**

This PPA shall become effective as of the date of its execution, and shall remain in full force and effect until the twentieth (20th) anniversary of the COD, subject to any early termination or extension provisions set forth herein. Applicable provisions of this PPA shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this PPA, repayment of principal and interest associated with any Security Fund and the indemnifications specified in this PPA.

## **Article 3 - Facility Description**

3.1 Summary Description. Seller shall construct, own, operate and maintain the Facility, and associated equipment having a designed maximum output of approximately 39 MW. Exhibit B to this PPA provides a detailed description of the Facility, including identification of the manufacturer, equipment and components that make up the Facility and Seller's schedule for procuring such Wind Turbines. The Facility shall consist of twenty-six (26) GE 1.5 xle Wnd Turbines and associated equipment unless Seller obtains NSP's consent which shall not be unreasonably withheld, conditioned or delayed to the substitution of other horizontal access Wind Turbines with an aggregate design name plate capacity of approximately 39 MW. Within ninety (90) days after the Effective Date, Seller shall provide a preliminary site plan that

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identifies the locations of the Wind Turbines that comprise the Facility. Seller shall use balance of plant parts and equipment that are consistent with and support the warranties for the Wind Turbines.

3.2 Location. The Facility shall be located on the Site and shall be identified as Seller's Goodhue Wind Farm South. The location of the Facility is in Belle Creek, Minneola, and Zumbrota Townships, Goodhue County, Minnesota. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Interconnection Point and the location of the important ancillary facilities and Interconnection Facilities is included in Exhibit B to this PPA.

3.3 General Design of the Facility. Seller shall construct the Facility according to Good Utility Practices and the Interconnection Agreement. During Commercial Operation, Seller shall maintain the Facility according to Good Utility Practices and the Interconnection Agreement. In addition to the requirements of the Interconnection Agreement, the Facility shall at all times:

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

(B) use communication circuits from the Facility to the EMCC for the purpose of telemetering, supervisory control/data acquisition, billing and voice communications as required by NSP.

#### **Article 4 - Commercial Operation**

4.1 Commercial Operation. Subject to one or more extensions as specifically provided for herein, including Events of Default, delays by NSP and Force Majeure, the Facility shall achieve the Commercial Operation Date, and shall be fully capable of reliably producing the Renewable Energy to be provided under this PPA and delivering such Renewable Energy to NSP at the Point of Delivery, no later than the Commercial Operation Milestone.

4.2 Construction Milestones. In order to achieve the Commercial Operation Date by the Commercial Operation Milestone, subject to one or more extensions as specifically provided for herein, Seller agrees to meet the Construction Milestones set forth in Exhibit A to this PPA.

4.3 Site Report/Environmental Liability.

(A) Seller shall conduct a Phase I environmental investigation of the Site and shall provide NSP, on or before 60 days after Negative Checkoff Approval, with a copy of the report summarizing the Phase 1 environmental investigation of the Site, together with any data or information generated pursuant to such investigation. Seller shall provide to NSP, with such report, confirmation from an environmental engineer that the Site has been inspected for Environmental Contamination and that the Site does not materially impair Seller's operation of the Facility. Such report, or other written

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confirmation provided by Seller, shall include a confirmation that, based upon such investigation and to the best of Seller's knowledge, no conditions involving Environmental Contamination exist at or under the Site.

(B) Seller agrees to defend, indemnify and hold NSP and its officers, directors, employees, agents and representatives, and their respective successors and assigns ("NSP Indemnified Parties"), harmless from and against all claims, actions, demands, losses, liabilities, damages, judgments, penalties, injuries and expenses ("Indemnified Losses") arising from or related to any environmental liability concerning Seller, the Facility or the Site, including but not limited to (a) any claim for personal injury or property damage by any Person arising out of, resulting from or caused by any violation of all Applicable Laws by Seller or concerning the Facility or the Site; (b) any assessment, fine, penalty, lien or other imposition by any Governmental Authority; and (c) any liability, losses or remedial costs suffered because a Governmental Authority finds NSP to be a responsible party, owner or operator of the Facility or Site; provided however, Seller shall not be obligated to indemnify NSP Indemnified Parties for Indemnified Losses arising from the NSP Indemnified Parties' intentional acts or omission and gross negligence.

4.4 Facility Contracts. Seller shall provide to NSP, within the time frames specified by the Construction Milestones, redacted copies of the following major contracts that govern the design and construction of the Facility, and the ability of Seller to deliver Renewable Energy to NSP at the Point of Delivery, a resolution of support adopted by the county board (or applicable Tribal council) for each county/reservation on which any portion of the C-BED Project will be located, written determination from the Minnesota Office of Energy Security that the Facility qualifies as a C-BED Project, redacted copies of Construction Contracts and applicable electric transmission agreement or interconnection agreements. Upon reasonable notice and request by NSP, Seller shall provide NSP with other Facility construction contracts and major engineering drawings. Seller shall also provide NSP with reasonable evidence that it has the capability to finance construction of the Facility. Information that is commercially sensitive, confidential or proprietary may be redacted from the documents provided to NSP. Seller shall provide sufficient information for NSP to be reasonably assured that Seller has contracted with financially responsible vendors as part of the Facility construction process.

4.5 Progress Reports. Commencing upon the execution of this PPA, Seller shall submit to NSP, on the first Day of each calendar month until the Commercial Operation Date is achieved, progress reports in a form reasonably satisfactory to NSP. These progress reports shall notify NSP of the current status of each Construction Milestone.

4.6 NSP's Rights During Construction. NSP shall have the right to monitor the construction, start-up and testing of the Facility, and Seller shall comply with all reasonable requests of NSP with respect to the monitoring of these events. Seller shall cooperate in such physical inspections of the Facility as may be reasonably requested by NSP during and after completion of construction. All persons visiting the Facility on

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behalf of NSP shall comply with all of Seller's applicable safety and health rules and requirements. NSP's technical review and inspection of the Facility shall not be construed as endorsing the design thereof nor as any warranty of safety, durability or reliability of the Facility.

4.7 Conditions to Commercial Operation. NSP will notify Seller when the Facility has achieved the Commercial Operation Date, which notice will be neither unreasonably withheld nor delayed by NSP. This notification is contingent upon Seller providing evidence reasonably acceptable to NSP of the satisfaction or occurrence of all of the conditions set forth in this Section 4.7 ("Conditions") and shall include a declaration by NSP to that effect, provided, however that NSP may waive one or more of the conditions. The Parties agree that review and approval of such Conditions may occur on an ongoing and incremental basis, pending resolution of any dispute, as such Conditions are satisfied. The Parties shall engage an independent third party engineer to assist the Parties in resolving any disputes under this Section. The Conditions are:

(A) Wind Turbines with an aggregate Capacity of not less than eighty-five percent (85%) of the total nameplate capacity has been installed and interconnected to the Interconnection Facility and Seller has successfully completed that testing of the Facility that is required by the Facility's governmental permits, Seller's operating agreements, Seller's Construction Contract and manufacturers' warranties for the commencement of commercial operations at the Facility;

(B) an officer of Seller familiar with the Facility has provided a list of the Facility's equipment, showing the make, model, serial number and designed maximum output (nameplate Capacity) of each Wind Turbine and of the entire Facility, which total shall not exceed 39 MW;

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

(D) a certification from a professional engineer independent of Seller has been obtained by Seller certifying the designed maximum output of each Wind Turbine and stating that the Facility has been completed in all material respects (excepting punch list items that do not materially and adversely affect the ability of the Facility to operate as intended hereunder) in accordance with this PPA, provided, however, that Seller may use the services of the same professional engineer who is providing review of the Facility as part of the commissioning process required by a Facility Lender;

(E) Seller has completed the following: (i) Seller is both obligated under and in compliance with the Interconnection Agreement; (ii) the interconnection of the Facility to the Interconnection Provider's System has been completed in accordance with the Interconnection Agreement and has operated at a generation level acceptable to the Interconnection Provider; (iii) Seller has provided to NSP a complete copy of the Interconnection Agreement, including all appendices attached thereto; (iv) Seller has

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undertaken to ensure that the Facility has been registered in the MISO network model; and (v) the Facility has operated at a generation level acceptable to the Interconnection Provider, without experiencing any abnormal or unsafe operating conditions on any interconnected system

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

(G) all arrangements for the supply of required electric services to the Facility, including the supply of turbine unit start-up and shutdown power and energy, House Power and maintenance power, have been completed by Seller separate from this PPA, are in effect and are available for the supply of such electric services to the Facility;

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

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

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

4.8 Test Energy. Seller shall coordinate the production and delivery of Test Energy with NSP. NSP shall cooperate in a timely manner with Seller to facilitate Seller's testing of the Facility necessary to satisfy the Conditions set forth in Section 4.7 and shall accept delivery of Test Energy produced by the Facility that has been installed and interconnected in accordance with the Interconnection Agreement, and shall purchase all such Test Energy delivered to the Point of Delivery at a payment rate of \$40/MWh.

4.9 Permits. Seller shall use commercially reasonable efforts to obtain, and shall pay for, all applicable environmental and other permits, licenses and approvals from any Governmental Authority required under applicable law for construction, ownership, operation and maintenance of the Facility ("Applicable Permits"). NSP shall have the right to inspect and obtain copies of all Applicable Permits held by Seller. Seller will notify NSP of any written notice from any Governmental Authority to revoke or suspend any Applicable Permit.

## Article 5 - Delivery and Metering

### 5.1 Delivery Arrangements.

(A) Interconnection Point shall be as specified in the Interconnection Agreement for the project designated as H062 in the MISO Queue, which shall be a point within the operational authority of MISO and is subject to the TEMT.

1. Seller shall be responsible for negotiating, entering into and performing the Interconnection Agreement with the Interconnection Provider, MISO and any other necessary Persons for design, installation and operation of the Interconnection Facilities necessary to designate the Facility as a Network Resource (or Energy Resource if applicable under Section 5.1 (A)(2)) and permit delivery and transformation of the Renewable Energy and Capacity on Seller's side of the Point of Delivery.

2. Upon receiving the results of the MISO Deliverability Study, Seller shall interconnect utilizing "Network Resource Interconnection Service," as defined in the Interconnection Agreement, if it passes the Deliverability Study, but if it fails the Deliverability Study then Seller shall interconnect utilizing "Energy Resource Interconnection Service," as defined in the Interconnection Agreement, at no cost to NSP.

3. Seller shall provide MISO, the Interconnection Provider and any applicable transmission owners written permission to release transmission study results to NSP and to release other information concerning the interconnection (including confidential "transmission information" as that term is used in the FERC Standards of Conduct) to NSP in the form attached hereto as Exhibit J.

4. Seller shall post and maintain any and all security for payment and performance if, when and for so long as required under the Interconnection Agreement and any FCA. Any material default by Seller under the Interconnection Agreement or any FCA shall constitute a material default of this PPA.

(B) The Point of Delivery shall be the high side of the step-up transformer at the Point of Interconnection. Seller shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm transmission service basis, the Renewable Energy and Test Energy from the Facility to NSP at the Point of Delivery.

(C) NSP shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to deliver such energy to points beyond the Point of Delivery. If at any time during the Term, either NSP or the entity owning the transmission facilities at the Point of Delivery ceases to be a member of MISO or the facilities at the Point of Delivery cease to be subject to the TEMT, then the parties shall cooperate in good faith to amend this PPA in a manner to facilitate the delivery of the Renewable Energy from the Point of Delivery to NSP's customers, at no cost to Seller and the least possible cost to NSP. NSP may elect, at NSP's sole option,

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whether to obtain and utilize firm transmission service or non-firm transmission service for the delivery of Renewable Energy from the Point of Delivery.

## 5.2 Electric Metering Devices.

(A) The following provisions of this Section shall govern Electric Metering Devices except to the extent the Interconnection Agreement modifies or otherwise conflicts with these provisions.

(B) All Electric Metering Devices used to measure the Renewable Energy made available to NSP by Seller under this PPA and to monitor and coordinate operation of the Facility shall be owned, installed and maintained in accordance with the Interconnection Agreement at no cost to NSP under this PPA. If Electric Metering Devices are not installed at the Point of Delivery, meters or meter readings will be adjusted to reflect losses from the Electric Metering Devices to the Point of Delivery based initially on the amount specified by the manufacturer for expected losses. The Operating Committee may revise this loss adjustment based on actual operating experience. Seller shall provide, or arrange with the Interconnection Provider to provide, NSP access to all Electric Metering Devices for all purposes necessary to perform under this PPA and shall provide NSP the reasonable opportunity to be present at any time any Electric Metering Devices are to be inspected and tested or adjusted in accordance with the Interconnection Agreement. Seller shall provide NSP with all authorizations necessary to have access to the Electric Metering Devices, including obtaining any consent or other agreement from the Interconnection Provider necessary to allow NSP such access.

(C) Either NSP or Seller may elect to install and maintain, at its own expense, backup metering devices ("Back-Up Metering") in addition to the Electric Metering Devices, which installation and maintenance shall be performed in a manner acceptable to NSP. The installing Party, at its own expense, shall inspect and test Back-Up Metering upon installation and at least annually thereafter. The installing Party shall provide the other Party with reasonable advance notice of, and permit a representative of the other Party to witness and verify, such inspections and tests; *provided, however*, that such Party shall not unreasonably interfere with or disrupt the activities of the installing Party and shall comply with all applicable safety standards. Upon request by the other Party, the installing Party shall perform additional inspections or tests of Back-Up Metering and shall permit a qualified representative of the other Party to inspect or witness the testing of Back-Up Metering; *provided, however*, that the other Party shall not unreasonably interfere with or disrupt the activities of the installing Party and shall comply with all applicable safety standards. The actual expense of any such requested additional inspection or testing shall be borne by the Party requesting the test, unless, upon such inspection or testing, Back-Up Metering is found to register inaccurately by more than the allowable limits established in this Article 5, in which event the expense of the requested additional inspection or testing shall be borne by the installing Party. If requested in writing, the installing Party shall provide copies of any inspection or testing reports to the requesting Party.

Days following the end of the first Commercial Operation Year, Seller may revise the Committed Renewable Energy based on actual experience during the first Commercial Operation Year and the results of a wind study performed after the date hereof. The revised Committed Renewable Energy amount shall be applicable for the remainder of the Term and shall not be subject to subsequent revision.

1.1 Title and Risk of Loss. As between the Parties, Seller shall be deemed to be in control of the Renewable Energy and Test Energy output from the Facility up to and until delivery and receipt at the Point of Delivery, and NSP shall be deemed to be in control of such energy from and after delivery and receipt at the Point of Delivery. Title and risk of loss related to the Renewable Energy and Test Energy shall transfer from Seller to NSP at the Point of Delivery.

1.2 Curtailment Production Losses.

(A) NSP shall have the right to notify Seller, by telephonic communication from the EMCC, to curtail the delivery of Renewable Energy to NSP from the Facility and to the Point of Delivery, and Seller shall immediately comply with such notification. NSP may provide such notification for any reason and in its sole discretion. The Parties further acknowledge that there may be circumstances in which MRO, MISO, the Interconnection Provider or a New Joint Transmission Authority will direct Seller to curtail, reduce or suspend deliveries of Renewable Energy from the Facility in accordance with Applicable Law, the TEMT or other tariffs or agreements.

1. If and to the extent such curtailment in accordance with this Section 7.4(A) is due to (i) an Emergency, (ii) Force Majeure, (iii) failure of Seller to maintain all permits or authorizations necessary to deliver to the Point of Delivery, or (iv) the operation of Seller's system protection equipment or any malfunction of Seller's equipment that causes the Facility to be disconnected from the system, such curtailments shall be deemed to be "Non-Compensable Interruptions" and Seller shall not be entitled to any compensation for any lost production of Renewable Energy and Test Energy.

2. In the event that a curtailment is directed by NSP or another Person with authority in accordance with this Section 7.4(A) or NSP refuses or fails to accept delivery of Renewable Energy at the Point of Delivery for reasons other than Non-Compensable Interruptions, including **[Begin Trade Secret**

**End Trade Secret]** and the Facility was otherwise capable of providing and delivering Renewable Energy to the Point of Delivery, then Seller shall be paid compensation pursuant to Sections 7.4(B), (C), (D) and (E).

Upon the occurrence of a Voluntary Curtailment, Seller shall calculate the amount of Renewable Energy that it would have produced and delivered to

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Days after the owing Party receives notice of the amount due, unless NSP elects payment via an offset.

## Article 6 - Conditions Precedent

### 6.1 NSP Conditions Precedent.

(A) This PPA is subject to review and approval by the MPUC.

1. NSP shall file this PPA with the MPUC for approval no later than thirty (30) Days following execution of this PPA by NSP and Seller and shall request Negative Checkoff Approval. If NSP fails to apply for MPUC approval within 30 days following execution of this PPA by NSP and Seller, the Condition Precedent set forth in this Section 6.1(A) shall be deemed satisfied.

2. If Negative Checkoff Approval does not occur for any reason, this PPA shall be subject to such consideration and approval as may be determined by the MPUC, and the Parties agree to use commercially reasonable efforts to seek such approval.

3. NSP shall use commercially reasonable efforts to obtain MPUC approval of this PPA and NSP's purchase hereunder as being reasonable and in the public interest subject only to ongoing prudency review of NSP's purchase hereunder.

4. Notwithstanding any provisions of this PPA to the contrary, in the event (i) the MPUC fails to act on the petition for MPUC approval prior to one-hundred twenty (120) days following the Effective Date of this PPA, or (ii) the MPUC affirmatively declines to approve this PPA or approves this PPA subject to conditions that are unacceptable to NSP in its sole discretion, then NSP shall have the right to terminate this PPA upon written notice to Seller on or before ten (10) days after one-hundred twenty (120) days following the Effective Date of this PPA, without any further financial or other obligation to Seller. In the event NSP has not terminated this PPA in the timeframe allowed by this paragraph, the condition in this Section 6.1(A) shall be deemed waived.

(B) This PPA is subject to Seller providing to NSP within one-hundred twenty (120) days following MPUC approval, a fully executed and binding commitment from an entity with actual access to Wind Turbines sufficient to satisfy Seller's obligations hereunder and stating that sufficient Wind Turbines are available and will be supplied for installation as part of the Facility (the "Turbine Commitment"). NSP shall have the right to terminate this PPA, without any further financial or other obligation to Seller as a result of such termination, by notice to Seller at any time within thirty (30) Days following Seller's failure to obtain the Turbine Commitment within such time period.

(C) This PPA is subject to Seller satisfying or waived all conditions precedent set forth in Section 6.2 of this PPA on or before July 31, 2010. In the event

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Seller fails to satisfy or waive such conditions precedent on or before July 31, 2010, NSP shall have the right to terminate this PPA, by providing written notice to Seller, provided that NSP's notice of termination shall be valid only if delivered prior to Seller actually satisfying or waiving all conditions precedent.

6.2 Seller Conditions Precedent.

(A) Notwithstanding any provisions of this PPA to the contrary, Seller shall have the right, unless waived by Seller in writing, to terminate this PPA, without any further financial or other obligation to NSP as a result of such termination, by notice to NSP on or before July 31, 2010, as a consequence of the occurrence of any of the following. Absent timely notice of termination by Seller as called for in this Section 6.2(A), this contingency shall be deemed waived and this PPA shall remain in full force and effect thereafter.

1. Seller fails to obtain financing for the construction and operation of the Facility.
2. Seller fails to obtain an executed Interconnection Agreement.
3. Seller fails to obtain a Turbine Commitment.

(B) Notwithstanding any provisions of this PPA to the contrary, in the event (i) the MPUC fails to act on the petition for MPUC approval prior to one-hundred twenty (120) days following the Effective Date of this PPA, or (ii) the MPUC affirmatively declines to approve this PPA or approves this PPA subject to conditions that are unacceptable to NSP in its sole discretion, then Seller shall have the right to terminate this PPA upon written notice to NSP on or before ten (10) days following one-hundred twenty (120) days following the Effective Date of this PPA, without any further financial or other obligation to NSP. In the event Seller has not terminated this PPA in the timeframe allowed by this paragraph, the condition in this Section 6.2(B) shall be deemed waived.

**Article 7 - Sale and Purchase of Renewable Energy**

7.1 Sale and Purchase. Beginning on the Commercial Operation Date, Seller shall generate from the Facility, deliver to the Point of Delivery and sell to NSP, at the applicable price set forth in Section 8.1, all Renewable Energy generated by the Facility. For the avoidance of doubt, except as otherwise expressly provided for herein, this PPA shall not be construed to constitute a "take or pay" contract and NSP shall have no obligation to pay for any energy that has not actually been generated by the Facility, measured by the Electric Metering Devices, and delivered to NSP at the Point of Delivery.

7.2 Committed Renewable Energy. Committed Renewable Energy of one-hundred twenty-five thousand megawatt hours (125,000 MWh) of Renewable Energy delivered to NSP in the first Commercial Operation Year. Not more than thirty (30)

Days following the end of the first Commercial Operation Year, Seller may revise the Committed Renewable Energy based on actual experience during the first Commercial Operation Year and the results of a wind study performed after the date hereof. The revised Committed Renewable Energy amount shall be applicable for the remainder of the Term and shall not be subject to subsequent revision.

1.1 Title and Risk of Loss. As between the Parties, Seller shall be deemed to be in control of the Renewable Energy and Test Energy output from the Facility up to and until delivery and receipt at the Point of Delivery, and NSP shall be deemed to be in control of such energy from and after delivery and receipt at the Point of Delivery. Title and risk of loss related to the Renewable Energy and Test Energy shall transfer from Seller to NSP at the Point of Delivery.

1.2 Curtailment Production Losses.

(A) NSP shall have the right to notify Seller, by telephonic communication from the EMCC, to curtail the delivery of Renewable Energy to NSP from the Facility and to the Point of Delivery, and Seller shall immediately comply with such notification. NSP may provide such notification for any reason and in its sole discretion. The Parties further acknowledge that there may be circumstances in which MRO, MISO, the Interconnection Provider or a New Joint Transmission Authority will direct Seller to curtail, reduce or suspend deliveries of Renewable Energy from the Facility in accordance with Applicable Law, the TEMT or other tariffs or agreements.

1. If and to the extent such curtailment in accordance with this Section 7.4(A) is due to (i) an Emergency, (ii) Force Majeure, (iii) failure of Seller to maintain all permits or authorizations necessary to deliver to the Point of Delivery, or (iv) the operation of Seller's system protection equipment or any malfunction of Seller's equipment that causes the Facility to be disconnected from the system, such curtailments shall be deemed to be "Non-Compensable Interruptions" and Seller shall not be entitled to any compensation for any lost production of Renewable Energy and Test Energy.

2. In the event that a curtailment is directed by NSP or another Person with authority in accordance with this Section 7.4(A) or NSP refuses or fails to accept delivery of Renewable Energy at the Point of Delivery for reasons other than Non-Compensable Interruptions, including **[Begin Trade Secret**

**End Trade Secret]** and the Facility was otherwise capable of providing and delivering Renewable Energy to the Point of Delivery, then Seller shall be paid compensation pursuant to Sections 7.4(B), (C), (D) and (E).

Upon the occurrence of a Voluntary Curtailment, Seller shall calculate the amount of Renewable Energy that it would have produced and delivered to

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power curve for the Wind Turbines (adjusted for actual operating experience at the Facility, as necessary) and the recorded wind speed at the Facility for each hour during the duration of the Voluntary Curtailment. For each hour during a Voluntary Curtailment, the lost production shall be based on the actual availability of all Wind Turbines during the hour, excluding any Wind Turbines unavailable for outages and reflecting any other operating restrictions applicable to any Wind Turbines during the hour (the "Available Capacity"). The Available Capacity shall be multiplied by the product of hourly average wind resource as measured at the Site and the power curve specified by the manufacturer for each applicable Wind Turbine and summed to equal the lost production of the Facility for each hour or partial hour of Voluntary Curtailment. Any actual Renewable Energy produced by the Facility and delivered to the Point of Delivery during the applicable hour shall be subtracted from the estimated lost production for that hour to obtain the amount in MWh of lost production experienced by Seller for each hour or partial hour of Voluntary Curtailment. The Parties may revise the calculation of Available Capacity and lost production based on changes in the actual operational characteristics of the Facility and other circumstances.

1. The Parties shall use reasonable efforts to determine the quantity of Renewable Energy that would have been produced by the Facility and delivered to the Point of Delivery in the absence of the Voluntary Curtailment.

2. Seller shall install sufficient measuring equipment at the Facility to collect data to reasonably determine the amount of Facility generation subject to a Voluntary Curtailment. Seller shall install sufficient meteorological towers around the Site or in conjunction with the Wind Turbines to provide the capability of measuring and recording representative wind data twenty-four (24) hours per day, which wind data shall be used to calculate any amounts due Seller under paragraph (B) above.

(C) Upon the occurrence of a Voluntary Curtailment, NSP shall be obligated to pay Seller an amount equal to the sum of (i) the Renewable Energy Payment Rate that Seller would have received under this PPA for the Renewable Energy, measured in megawatt-hours, that Seller would have otherwise produced and delivered to the Point of Delivery but for the Voluntary Curtailment, plus (ii) if the Facility has qualified for PTCs, the amount of any Tax Benefits that Seller would have been entitled to receive for such production had such production not been so curtailed, but that Seller did not receive. The Tax Benefit payment shall be incorporated into the payment calculation only to the extent PTCs would otherwise have been available to Seller for the lost production, as demonstrated on Seller's invoices provided pursuant to Section 7.4(D).

(D) Seller shall invoice NSP for amounts due as a result of Voluntary Curtailments together with its regular monthly invoices for the applicable month. Seller shall include information with the invoice documenting (i) the nature and duration of the Voluntary Curtailment, (ii) meteorological data gathered at the Site for the period during such Voluntary Curtailment used to calculate the lost production amounts, (iii) if Tax Benefits are included on such invoice, evidence that Seller would have otherwise been qualified to receive such payments but for the lost production due to a Voluntary

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Curtailment, and (iv) the computation of amounts due under this Section 7.4 for the invoiced lost production, all in a format provided by NSP. NSP shall notify Seller within thirty (30) Days of receipt if NSP believes that the circumstances described do not constitute a Voluntary Curtailment and the reason for that conclusion. If the Parties cannot resolve the difference of opinion by negotiation, either Party may utilize the dispute resolution procedures in this PPA.

(E) Seller shall install, or arrange for the Interconnection Provider to install pursuant to the Interconnection Agreement, equipment necessary to disconnect the Facility. Seller and NSP shall each use commercially reasonable efforts to develop a mutually acceptable procedure for NSP to notify Seller of curtailments.

### Article 8 - Payment Calculations

8.1 Energy Payment Rate. Except as set forth in Sections 8.1(A), 8.1(B) and 8.2, commencing on the Commercial Operation Date of the Facility, NSP shall pay Seller for Renewable Energy delivered to NSP by Seller to the Point of Delivery in a Commercial Operation Year up to one hundred fifteen percent (115%) of the Committed Renewable Energy at an energy payment rate equal to the amounts set forth in Exhibit A-1 (the "Renewable Energy Payment Rate"). In the event that the Renewable Energy delivered by Seller to NSP at the Point of Delivery in any Commercial Operation Year exceeds one hundred fifteen percent (115%) of the Committed Renewable Energy, NSP shall have the option to either a) pay Seller the Renewable Energy Payment Rate for all Renewable Energy delivered by Seller to NSP at the Point of Delivery in excess of one hundred fifteen percent (115%) of the Committed Renewable Energy ("Excess Renewable Energy") for such Commercial Operation Year period or b) elect not to accept any Excess Renewable Energy. If NSP elects not to accept Excess Renewable Energy, Seller shall have the right to sell such Excess Renewable Energy to another buyer until the end of the applicable Commercial Operation Year and the term of such transaction shall not be longer than the remainder of such Commercial Operation Year after which the Parties' obligations shall resume pursuant to this PPA. Seller shall notify NSP upon Seller's delivery of a quantity of Renewable Energy hereunder that exceeds one hundred ten percent (110%) of Committed Renewable Energy for the current Commercial Operation Year period. NSP shall elect within 10 Business Days of Seller's notice to either accept or decline any Excess Renewable Energy Seller may produce during the remainder of the applicable Commercial Operation Year. By way of example only, if the total Committed Renewable Energy set forth in Section 7.2 is 125,000 MWh. In the event Seller's deliveries to NSP of Committed Renewable Energy exceeds 137,500 MWh (110%) in any Commercial Operation Year, Seller shall notify NSP of the potential for Excess Renewable Energy during the Commercial Operation Year. Within 10 Business Days of receiving Seller's notice, NSP will either accept or decline any Excess Renewable Energy that may arise during the remaining applicable Commercial Operation Year. In the event NSP does not accept Excess Renewable Energy in accordance with this Section 8.1, NSP shall use commercially reasonable efforts pursuant to Applicable Laws to assist Seller or Seller's customer with securing transmission service, which shall be at Seller's expense.

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(A) Seller shall be compensated pursuant to Section 7.4 for any Renewable Energy that could not be delivered to the Point of Delivery as a result of a Voluntary Curtailment.

#### 8.2 Non-C-BED Rate.

(A) Seller and NSP acknowledge that they are each relying upon the confirmation from the Minnesota Office of Energy Security that the Facility qualifies as a C-BED Project and the MPUC approval of this PPA. The determination of C-BED Eligibility pursuant to the confirmation of the Minnesota Office of Energy Security and the MPUC approval shall be binding upon the Parties.

(B) During any month in which Seller fails to maintain C-BED Eligibility, as determined by the MPUC or any governmental authority with jurisdiction, Seller shall be entitled to payment of the Non-C-BED Rate as defined in EXHIBIT A-1 for Renewable Energy delivered to NSP until the conclusion of the month after Seller restores C-BED Eligibility or the termination of this PPA. Notwithstanding any provision in this PPA to the contrary, Seller's failure to maintain C-BED Eligibility from and after MPUC approval of this PPA shall not constitute an event of default capable of leading to termination of this PPA by NSP. NSP's sole remedy for failure to maintain C-BED Eligibility shall be the adjustment to the Renewable Energy Rate set forth herein.

### **Article 9 - Billing and Payment**

9.1 Billing Invoices. The monthly billing period shall be the calendar month. No later than fifteen (15) Business Days after the end of each calendar month, Seller shall provide to NSP, by first-class mail, an invoice for the amount due Seller by NSP for the services provided by Seller and purchased by NSP, under this PPA, during the previous calendar month billing period. Seller's invoice will show all billing parameters, rates and factors and any other data reasonably pertinent to the calculation of monthly payments due to Seller.

9.2 Reactive Power Service Compensation. The Parties recognize that, although Seller's obligation to provide reactive power service from the Facility to Interconnection Provider's System and any compensation Seller receives for such reactive power service are to be set forth in a free-standing agreement separate from this PPA, the compensation that Seller receives from NSP under this PPA includes full compensation for the fixed and variable costs associated with providing such reactive power service. Therefore, Seller shall credit NSP monthly, as a separate line item reduction to Seller's invoice, for any compensation that Seller receives, apart from that provided under this PPA, for the provision of reactive power service from the Facility during the Term of this PPA. Such credit shall differentiate, if possible, between compensation provided for the fixed costs of providing reactive power service and compensation provided for the variable costs of providing reactive power service.

9.3 Payments. Unless otherwise specified herein, payments due under this PPA shall be due and payable by check or by electronic funds transfer, as designated

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by the owed Party, on or before the fifteenth (15th) Business Day following receipt of the billing invoice. Remittances received by mail will be considered to have been paid when due if the postmark indicates the payment was mailed on or before the fifteenth (15th) Business Day following receipt of the billing invoice. If the amount due is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual interest rate equal to one hundred twenty-five percent (125%) of the LIBOR three (3) month rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that Day, the next succeeding date of publication). If the due date occurs on a Day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

9.4 Billing Disputes. Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice due date. To resolve any billing dispute, the Parties shall use the procedures set forth in Section 13.10. When the billing dispute is resolved, the Party owing shall pay the amount owed within five (5) Business Days of the date of such resolution, with late payment interest charges calculated on the amount owed in accordance with the provisions of Section 9.3. NSP at any time may offset against any and all amounts that may be due and owed to Seller under this PPA, any and all undisputed amounts, including damages and other payments, that are owed by Seller to NSP pursuant to this PPA. Undisputed and non-offset portions of amounts invoiced under this PPA shall be paid on or before the due date or shall be subject to the late payment interest charges set forth in Section 9.3.

## Article 10 - Operations and Maintenance

10.1 Facility Operation. Seller shall comply with all Requirements of Law and Good Utility Practice in the operation of the Facility as well as the requirements of MISO, MRO and any New Joint Transmission Authority. Seller shall staff, control and operate the Facility consistent at all times with Good Utility Practices and the Operating Procedures developed pursuant to Section 10.4. Personnel capable of starting, operating and stopping the Facility shall be continuously available either at the Facility or capable of remotely starting, operating and stopping the Facility within ten (10) minutes, and capable of being at the Facility with no more than sixty (60) minutes notice. In all cases, personnel capable of starting, operating and stopping the Facility shall be continuously reachable by phone or pager.

### 10.2 Outage and Performance Reporting.

(A) Seller shall comply with all current NSP, NERC and MRO generating unit outage reporting requirements, as they may be revised from time to time, and as they apply to the Facility. Seller shall comply with applicable MISO reporting requirements unit availability, turbine locations, etc. as they may be revised from time to time.

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(B) When Forced Outages affecting more than twenty percent (20%) of the Facility occur, Seller shall notify the EMCC of the existence, nature and expected duration of the Forced Outage as soon as practical, but in no event later than thirty (30) minutes after the Forced Outage occurs. Seller shall immediately inform the EMCC of changes in the expected duration of the Forced Outage unless relieved of this obligation by the EMCC for the duration of each Forced Outage.

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

10.3 Capacity Resource Capability Verification. Seller shall cooperate reasonably to assist NSP in maximizing (pursuant to the terms and conditions of this PPA) and determining the amount of Capacity Resource. Seller shall collect data and perform tests and calculations in compliance with Module E of the TEMT and MISO Business Practices Manual for Resource Adequacy, as they change from time to time. All required testing shall be conducted at Seller's expense.

10.4 Operating Committee and Operating Procedures.

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

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

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

10.6 Reliability Standards. Seller shall operate the Facility in a manner that complies with all national and regional reliability standards, including standards set by,

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NERC, the FERC, MRO and the MPUC, or any successor agencies setting reliability standards for the operation of generation facilities. To the extent that Seller or the Facility contributes in whole or in part to actions that result in monetary penalties being assessed to NSP by NERC or any successor agency for lack of compliance with reliability standards, Seller shall reimburse NSP for its share of such monetary penalties.

10.7 Renewable Energy Credits. The Parties acknowledge that existing legislation creates and future legislation or regulation may create value in the ownership, use or allocation of RECs. To the full extent allowed by such law or regulation, NSP shall own or be entitled to claim all RECs to the extent such credits may exist during the Term (including RECs generated in connection with Test Energy). To the extent necessary, and at NSP's expense, Seller shall assign to NSP all rights, title and authority for NSP to register, own, hold and manage such credits in NSP's own name and to NSP's account, including any rights associated with any renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying or trading such credits. Upon the request of NSP from time to time, at no cost to Seller (i) Seller shall deliver or cause to be delivered to NSP such attestations/certifications of all Renewable Energy Credits and (ii) Seller shall cooperate in connection with NSP's registration and certification of Renewable Energy Credits. During periods when NSP elects to not receive Excess Renewable Energy pursuant to Section 8.1, Seller shall retain any RECs associated with any Excess Renewable Energy not delivered to NSP.

10.8 Availability Reporting. Seller shall be responsible for providing accurate and timely updates on the current availability of the Facility to the NSP's EMCC as outlined in the Operating Procedures.

10.9 Peak Production Availability. During any Business Day of an On-Peak Month, Seller, while complying with Good Utility Practices, shall use commercially reasonable efforts to (i) maximize the amount of Renewable Energy produced by the Facility and (ii) minimize the extent and duration of Forced Outages, provided that Seller may comply with scheduled and unscheduled maintenance requirements of its Wind Turbine Supply Agreement.

10.10 Maintenance Schedule. Maintenance schedule requirements shall be communicated in the Operating Procedures.

## **Article 11 - Security for Performance**

### **11.1 Security Fund**

(A) Beginning one-hundred-twenty (120) days following MPUC approval, Seller shall establish, fund and maintain a Security Fund, pursuant to the provisions of this Article 11, which shall be available to pay any amount due NSP pursuant to this PPA and to provide NSP security that Seller will construct the Facility to meet the Construction Milestones. The Security Fund shall also provide security to

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NSP to cover damages, including Replacement Energy Costs, should the Facility fail to achieve the Commercial Operation Date or otherwise not operate in accordance with this PPA. In the event that Seller establishes the Security Fund prior to the satisfaction of all conditions precedent set forth in Section 6.2 of this PPA and Seller subsequently terminates this PPA in accordance with Section 6.2 of this PPA, then NSP shall refund all amounts placed in the Security Fund prior to such termination.

(B) The Security Fund shall be in an amount equal to \$2,925,000 and shall, subject to the mutual agreement of the Parties, be comprised either of a letter of credit as described in Section 11.1(E)(1), an escrow account of the entire amount as described in Section 11.1(E)(2), a phased-in escrow account as described in Section 11.1(E)(3), or a Guaranty as described in Section 11.1(E)(4).

(C) In the event that NSP makes a draw on the Security Fund, Seller shall be required to replenish the Security Fund only to the extent such draw was in respect to damages that are excluded from the damages cap as described in Sections 12.6(A) through 12.6(F). Any required replenishment shall be made within fifteen (15) Business Days after any draw on the Security Fund by NSP, and Seller shall maintain the Security Fund at the required level throughout the remainder of the Term.

(D) In addition to any other remedy available to it, NSP may, before or after termination of this PPA, draw from the Security Fund such amounts as are necessary to recover amounts NSP is owed pursuant to this PPA, including any damages due to NSP and any amounts for which NSP is entitled to indemnification under this PPA. NSP may, in its sole discretion, draw all or any part of such amounts due to it from any form of security to the extent available pursuant to this Section 11.1, and from all such forms, and in any sequence NSP may select. Any failure to draw upon the Security Fund or other security for any damages or other amounts due to NSP shall not prejudice NSP's rights to recover such damages or amounts in any other manner.

(E) The Security Fund shall be maintained at Seller's expense. If Seller provides the Security Fund using one or more instruments of the types set forth in Section 11.1(E)(1), (E)(2) or (E)(3), such Security Fund shall be established and funded by Seller in a financial institution or company that is a major United States commercial bank or a foreign bank with a United States branch office, with a senior unsecured bond rating, unenhanced by third party support, equivalent to A-/A3 or better as determined by all rating agencies that have provided such a rating (and if ratings from both Standard & Poor's and Moody's Investor Services, Inc. are not available, equivalent ratings from alternative rating sources, if any, shall be subject to the review and approval of NSP ("Issuer"). In addition, if such senior unsecured bond rating, unenhanced by third party support, of Issuer is equivalent to A-/A3, Issuer must not be on credit watch or negative outlook by any rating agency. The Security Fund shall be acceptable to NSP and shall be in the form of one or more of the following instruments described below. Except in the event that Seller elects to fund the Security Fund pursuant to Section 11.1(E)(3), in which case the escrow account authorized by Section 11.1(E)(3) shall remain in effect throughout the Term, Seller may change the form of the

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Security Fund at any time and from time to time upon reasonable prior written notice, in any event not less than thirty (30) Days, to NSP, but the Security Fund must at all times be comprised of one or any combination of the following:

1. Letter of Credit. An irrevocable standby letter of credit, substantially in the form and substance of Exhibit G attached hereto, from an Issuer acceptable to NSP. Security provided in this form shall be consistent with this PPA and include a provision for at least thirty (30) Days advance written notice to NSP of any non-renewal, expiration or earlier termination of the security so as to allow NSP sufficient time to exercise its rights under said security if Seller fails to extend or replace the security. The form of such security must meet NSP's requirements to ensure that claims or draw-downs can be made unilaterally by NSP in accordance with the terms of this PPA. Such security must be issued for a minimum term of three hundred sixty (360) Days. Seller shall cause the renewal or extension of the security for additional consecutive terms of three hundred sixty (360) Days or more (or, if shorter, the remainder of the Term of this PPA) no later than thirty (30) Days prior to each expiration date of the security. If the security is not renewed or extended as required herein, NSP shall have the right to draw immediately upon the security and to place the amounts so drawn, at Seller's cost and with Seller's funds, in an interest bearing escrow account in accordance with Section 11.1(E)(2), until and unless Seller provides a substitute form of such security meeting the requirements of this Article 11. Security in the form of an irrevocable standby letter of credit shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including Articles 14.b. and 36 of the UCP, in which case the terms of the Letter of Credit shall govern. The following provisions shall be included in any letter of credit provided as or as part of the Security Fund:

*"With respect to Article 14.b. of the UCP, the Issuing Bank shall have a reasonable amount of time, not to exceed three (3) banking Days following the date of its receipt of documents from the beneficiary, to examine the documents and determine whether to take up or refuse the documents and to inform the beneficiary accordingly.*

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

2. Escrow. United States currency, in which NSP holds a first and exclusive perfected security interest, deposited with Issuer, either: (i) in an interest bearing escrow account and format acceptable to NSP under which NSP is designated as beneficiary with sole authority to withdraw cash from the account or otherwise access the security; or (ii) held in trust by Issuer as escrow agent with instructions to pay claims made by NSP pursuant to this PPA, such instructions to be in a form

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satisfactory to NSP. Security provided in this form shall include a requirement for immediate notice to NSP from Issuer and Seller in the event that the sums held as security in the account or trust do not at any time meet the required level for the Security Fund as set forth in this Section 11.1. Funds held in the account may be deposited in a money-market fund, short-term treasury obligations, investment-grade commercial paper and other liquid investment-grade investments with maturities of three (3) months or less, with all investment income thereon to be taxable to, and to accrue for the benefit of, Seller. After the Commercial Operation Date is achieved, annual account sweeps for recovery of interest earned by the Security Fund shall be allowed by Seller. At such times as the balance in the escrow account exceeds the amount of Seller's obligation to provide security hereunder, NSP shall remit to Seller on demand any excess in the escrow account above Seller's obligations.

3. Phase In Escrow. Seller may elect to phase in the interest bearing escrow account described in Section 11.1(E)(2) as follows:

- (1) Commencing no later than sixty (60) Days after MPUC approval of this PPA, Seller shall deposit \$500 per MW per month until COD. In the event Seller does not commence a phase-in escrow at the time required by this paragraph, then Seller waives the right to use the phase-in escrow and shall provide Security in accordance with Section 11.1(A).
- (2) Commencing upon the Commercial Operation Date and for each billing month thereafter, Seller shall deposit into the escrow account an amount equal to \$1000 per MW per month until such time as the total escrow account equals \$2,925,000. At NSP's sole option, such amount may be deducted directly from Seller's invoice for energy and deposited directly in the escrow account.
- (3) The phase-in escrow account established for purposes of this Section 11.1(E)(3) shall meet all of the requirements of Section 11.1(E)(2), except that interest earned by the escrow account shall be retained in escrow and shall be deemed to become part of the Security Fund.
- (4) At the end of the Term any remaining balance of the escrow account (after all deductions for any damages or other allowed charges made by NSP) shall be released to Seller.

4. Guaranty. A Guaranty, in substantially the form and substance attached as Exhibit I of this PPA (the "Guaranty"), from a guarantor acceptable to NSP in its sole discretion with a senior unsecured bond rating, as to which no unaffiliated third party enhancement or debt support is noted in the applicable rating agency's report, equivalent to A-/A3 or better as determined by all rating agencies that have provided such a rating (and if ratings from both Standard & Poor's and Moody's

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Investor Services, Inc. are not available, equivalent ratings from alternate rating sources, if any, shall be subject to the review and approval of NSP) (the "Guarantor"). In addition, if such senior unsecured bond rating, as to which no unaffiliated third party enhancement or debt support is noted in the applicable rating agency's report, of the Guarantor is equivalent to A-/A3, the Guarantor must not be on credit watch or negative outlook by any rating agency.

(F) NSP may reevaluate from time to time the value of any Security posted by Seller to determine, in a commercially reasonable manner, whether (i) it continues to satisfy the requirements in this PPA or (ii) there has been a material adverse change in the creditworthiness of the Issuer or Guarantor such that with the passage of time, it will no longer satisfy the requirements of this PPA. If NSP determines, in a commercially reasonable manner, that there has been an event that has caused, or will cause, with the passage of time, Seller's Security to no longer satisfy the requirements of this PPA, then NSP shall provide prompt written notice to Seller of such event and after receipt of such notice, Seller shall be required to provide alternative Security that satisfies the terms of this PPA.

(G) Promptly following the end of the Term and the completion of all of Seller's obligations under this PPA, NSP shall release the Security Fund (if applicable) to Seller.

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

## 11.2 Additional Security.

(A) Prior to the Commercial Operation Date, Seller or NSP, as the case may be, shall execute and record, as appropriate, separate agreements, documents or instruments under which Seller will provide NSP, in a form reasonably acceptable to NSP and the Facility Lender, a fully perfected subordinated security interest or mortgage lien (collectively, the "Subordinated Mortgage") in the Facility and in any and all real and personal property rights, contractual rights or other rights that Seller acquires in order to construct or operate the Facility. The Subordinated Mortgage shall be given to secure Seller's continuing performance and any amounts that may be owed by Seller to NSP pursuant to this PPA, including any damages excluded from the limitation on Seller's liability for the limited purposes set forth in Sections 12.6(A) through (F). Seller agrees, and shall cause the Facility Lender to agree and the Financing Documents to provide (i) that the lien of such Subordinated Mortgage shall be subordinate to the lien of the Facility Lender and (ii) that, as long as NSP is not in material default of its obligations under this PPA, the Facility and any party taking possession of the Facility through the exercise of the Facility Lender's rights and remedies shall remain subject to the terms of this PPA (including the obligation to reinstate the Subordinated Mortgage, subject to the terms of this Section 11.2, following

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any foreclosure by the Facility Lender) and shall assume all of Seller's obligations hereunder, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. The collateral secured by the Subordinated Mortgage shall not include the pledge, assignment or other interest in any stock or ownership interest in Seller; *provided, however,* that Seller shall not pledge or assign, or cause or permit to be pledged or assigned, any stock or ownership interest in Seller as collateral to any party other than the Facility Lender without the prior written consent of NSP.

(B) NSP agrees to cooperate reasonably with Seller and diligently negotiate in good faith, at Seller's request, to establish the form of these agreements and to execute and deliver such agreements as reasonably necessary to enable Seller to meet the Construction Milestones. The Parties shall confirm, define and perfect such Subordinated Mortgage by executing, filing and recording, at the expense of Seller, the Subordinated Mortgage. In addition, Seller agrees to execute and file such Uniform Commercial Code financing statements and to take such further action and execute such further instruments as shall reasonably be required by NSP to confirm and continue the validity, priority and perfection of the Subordinated Mortgage. The granting of the Subordinated Mortgage shall not be to the exclusion of, or be construed to limit, the amount of any further claims, causes of action or other rights accruing to NSP by reason of any breach or default by Seller under this PPA or the early termination of this PPA as provided for herein. The Subordinated Mortgage shall be discharged and released, and NSP shall take any steps reasonably required by Seller to effect and record such discharge and release, upon the expiration of the Term of this PPA, including any extension of the Term, and satisfaction by Seller of all obligations hereunder. Seller shall reimburse NSP for the incremental direct expenses (including the reasonable fees and expenses of counsel) incurred by NSP in connection with the preparation, negotiation, execution and/or discharge and release of the Subordinated Mortgage and any other documents evidencing the Subordinated Mortgage.

(C) The Subordinated Mortgage shall provide that if NSP acts to obtain title to the Facility pursuant to the interests provided by Seller pursuant to Section 11.2(A), Seller shall take all steps necessary to transfer all permits and licenses necessary to operate the Facility to NSP and shall diligently pursue and cooperate in these transfers.

## **Article 12 - Default and Remedies**

### **12.1 Events of Default of Seller.**

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

1. Seller's dissolution or liquidation;

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2. Seller's assignment of this PPA or any of Seller's rights hereunder for the benefit of creditors (except for an assignment to the Facility Lender as security under the Financing Documents as permitted by this PPA);

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

4. The sale by Seller to a third party, or diversion by Seller for any use, of Renewable Energy committed to NSP by Seller other than in mitigation of damages for any breach by NSP of this PPA or during periods when NSP elects to not receive Excess Renewable Energy pursuant to Section 8.1;

5. Seller's actual fraud, waste, tampering with NSP-owned facilities or other material intentional misrepresentation or misconduct in connection with this PPA or the operation of the Facility; or

(B) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within thirty (30) Days after the date of written notice from NSP to Seller and the Facility Lender as provided for in Sections 12.2 and 13.1; provided however, upon the Event of Default of Seller that can only be cured by Seller's performance to cure the Event of Default, the cure period shall be extended beyond the thirty (30) day notice period for a maximum additional amount of sixty (60) additional days, so long as Seller is using commercially reasonable efforts to cure the Event of Default and provides NSP with progress reports on its efforts to cure such Event of Default and the projected date when such Event of Default will be cured.

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

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

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

4. Seller's failure to maintain in effect any agreements required to deliver the Renewable Energy to the Point of Delivery, including the Interconnection Agreement;

5. Seller's failure to comply with the requirements of Section 11.2; or

6. Seller's failure to comply with any other material obligation under this PPA that would result in a material adverse impact on NSP.

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(C) Seller's failure to meet the Commercial Operation Milestone shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within ninety (90) Days after the date of written notice from NSP to Seller and the Facility Lender as provided for in Sections 12.2 and 13.1; *provided, however*, that Seller shall have an additional ninety (90) Day period to achieve the Commercial Operation Date; *provided, however*, that, on or before the expiration of the initial ninety (90) Day period, an independent engineer, mutually agreed to by the Parties, retained by NSP and paid for by Seller, provides a written opinion to NSP stating that Seller's plan for achieving the Commercial Operation Date is reasonably achievable within such additional ninety (90) Day cure period. This provision would allow for a total cure period of one hundred eighty (180) Days if all conditions of this Section 12.1(C) are met. Subject to the limitation on damages set forth in Section 12.6, Delay Damages under Section 12.4(A) shall continue accruing until the occurrence of one of the following events: (i) the Commercial Operation Date is achieved or (ii) this PPA is terminated.

(D) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from NSP to Seller and the Facility Lender as provided for in Sections 12.2 and 13.1; *provided however*, upon the Event of Default of Seller that can only be cured by Seller's performance to cure the Event of Default, the cure period shall be extended beyond the sixty (60) day notice period for a maximum additional amount of sixty (60) additional days, so long as Seller is using commercially reasonable efforts to cure the Event of Default and provides NSP with progress reports on its efforts to cure such Event of Default and the projected date when such Event of Default will be cured.

1. Seller's failure to meet the peak production availability requirements of Section 10.9;

2. Seller's failure to make any payment required under this PPA.

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

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

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

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6. Seller's failure after the twenty-fourth (24th) full month following the Commercial Operation Date, to deliver not less than eighty percent (80%) of the Committed Renewable Energy from the Facility on a twelve (12) month rolling average basis; *provided, however*, that to the extent such failure is attributable to the lack of wind resource, Voluntary Curtailment, Non-Compensable Interruptions, NSP not accepting Excess Renewable Energy pursuant to Section 8.1, or an event of Force Majeure, the contribution of such lack of wind resource, an Event of Default by NSP shall be imputed into the calculation of Committed Renewable Energy for the purposes of, and only for the purposes of, establishing an Event of Default of Seller; and provided further that the event of Force Majeure contributing, in whole or in part, to such failure of performance is subject to the provisions of Section 14.3. If prior to the expiration of the cure period for this Event of Default, Seller uses its best efforts to (i) remove any impediments to increased production and (ii) attempt to increase production of Committed Renewable Energy from the Facility to an amount in excess of eighty percent (80%) of the Committed Renewable Energy, such Event of Default will be suspended until the earlier of the twelve (12) month rolling average exceeding eighty percent (80%) or the expiration of twelve (12) months from the initial notice of default.

(E) Notwithstanding any provision in this PPA to the contrary, from and after MPUC approval of this PPA, Seller's failure to maintain C-BED Eligibility shall not constitute an Event of Default allowing NSP to terminate this PPA, and NSP's sole remedy for failure to maintain C-BED Eligibility shall be the price adjustment set forth in Section 8.2.

(F) Notwithstanding any cure periods or extended cure periods as provided in this Section 12.1, Seller's failure to meet the Commercial Operation Milestone for any reason (including Force Majeure or the excuses set forth in this Section 12.1) shall not give rise to any change in the Renewable Energy Payment Rate, regardless of whether such failure results in the Facility not qualifying for PTCs or other tax incentives, grants or credits.

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

### 12.3 Events of Default of NSP.

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

1. NSP's dissolution or liquidation; *provided, however*, that division of NSP into multiple entities and the entity that owns NSP's assets necessary to provide retail electric utility service to customers and has regulatory authority to seek

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rate recovery from the MPUC assumes the obligations of this PPA, shall not constitute dissolution or liquidation;

2. NSP's assignment of this PPA or any of its rights hereunder for the benefit of creditors; or

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

4. NSP's assignment of this PPA, except as permitted in accordance with section 19 herein.

(B) Any of the following shall constitute an Event of Default of NSP upon its occurrence but shall be subject to cure such default within thirty (30) Days after the date of written notice from Seller to NSP; provided however, upon the Event of Default of Seller that can only be cured by Seller's performance to cure the Event of Default, the cure period shall be extended beyond the thirty (30) day notice period for a maximum additional amount of sixty (60) additional days, so long as Seller is using commercially reasonable efforts to cure the Event of Default and provides NSP with progress reports on its efforts to cure such Event of Default and the projected date when such Event of Default will be cured.

1. NSP's failure to comply with any other material obligation under this PPA, which would result in a material adverse impact on Seller;

2. NSP's failure to make any payment due hereunder (subject to NSP's rights with respect to disputed payments under Section 9.4 and net of outstanding damages and any other rights of offset NSP may have pursuant to this PPA;

(C) Any of the following shall constitute an Event of Default of NSP if NSP has failed to cure such default within sixty (60) Days after the date of written notice from Seller to NSP; provided however, upon the Event of Default of Seller that can only be cured by Seller's performance to cure the Event of Default, the cure period for a maximum additional amount of sixty (60) additional days, shall be extended beyond the sixty (60) day notice period so long as Seller is using commercially reasonable efforts to cure the Event of Default and provides NSP with progress reports on its efforts to cure such Event of Default and the projected date when such Event of Default will be cured.

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

2. Any representation or warranty made by NSP in this PPA shall prove to have been false or misleading in any material respect when made or

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ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Seller.

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

(A) Delay Damages.

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

Delay	Delay Damages
Failure to meet any Construction Milestone set forth in Exhibit A, except for Commercial Operation Milestone	\$5 per MW of design maximum output per Day
Failure to meet the Commercial Operation Milestone set forth in Exhibit A	\$100 per MW of design maximum output per Day

2. All Delay Damages shall begin to accrue on the Day after the applicable missed Construction Milestone and shall continue to accrue until the result specified for such Construction Milestone is achieved and NSP shall not terminate this PPA so long as such Delay Damages are being paid. Delay Damages shall be payable in lieu of actual damages accrued for the period during which Delay Damages are assessed. All Delay Damages shall be cumulative.

3. Notwithstanding the foregoing, if Seller meets the Commercial Operation Milestone, all Delay Damages paid by Seller to NSP based upon a failure to meet one or more earlier Construction Milestones, less any expense amounts incurred by NSP pursuant to Section 12.7, shall be refunded to Seller, with payments due Seller for the first monthly billing period following the Commercial Operation Date.

4. Seller's failure to achieve any Construction Milestone pursuant to this Section 12.4(A)(2) shall not result in any increased obligation or liability to NSP under this PPA and Seller shall bear all schedule risk, including the risk of losing eligibility for PTCs or other tax incentives, grants or credits as a result of any such failure.

(B) Actual Damages. For all Events of Default described in Section 12.1 and 12.3 (other than Seller's failure to meet a Construction Milestone, for which NSP shall be entitled to collect Delay Damages pursuant to Section 12.4(A), subject to Section 14.4), the non-defaulting Party shall, subject to the limitation on damages set forth in this PPA, be entitled to receive from the defaulting Party all of the damages incurred by the non-defaulting Party in connection with such Event of Default; *provided, however*, that if an Event of Default has occurred and has continued uncured for a period of three hundred sixty-five (365) Days, the non-defaulting Party shall be required to either waive its right to collect further damages on account of such Event of Default or elect to terminate this PPA as provided for in Section 12.5. If Seller is the defaulting Party, the Parties agree that the damages recoverable by NSP hereunder on account of an Event of Default of Seller shall include Replacement Energy Costs, but subject in all events to limitation on damages set forth herein.

1.1 Termination. Upon the occurrence of an Event of Default that has not been cured within the applicable cure period, the non-defaulting Party shall have the right to declare a date, which shall be between fifteen (15) and thirty (30) Days after the notice thereof, upon which this PPA shall terminate. Neither Party shall have the right to terminate this PPA except as provided for upon the occurrence of an Event of Default as described above or as otherwise may be explicitly provided for in this PPA, including if condition precedent under Section 6 are not satisfied as provided herein. If a Party's condition precedent under Section 6 are not satisfied as provided herein, such Party may terminate this PPA upon written notice to the other Party and this PPA shall become null and void and neither Party shall pay damages to the other Party. Upon the termination of this PPA under this Section 12.5, the non-defaulting Party shall be entitled to receive from the defaulting Party, subject to the limitation on damages set forth in Section 12.6, all of the damages incurred by the non-defaulting Party in connection with such termination including, if Seller is the defaulting Party, the value of all future Replacement Energy Costs for the then remaining Term, subject to the limitation on damages set forth herein. The non-defaulting Party shall be required to provide written notice of an Event of Default to the defaulting Party no later than thirty (30) days after an Event of Default, and the non-defaulting Party shall be deemed to have waived its right to terminate this PPA if it fails to deliver such notice within such thirty (30) day notice period.

1.2 Limitation on Damages. Except as otherwise provided in this Section 12.6 (i) Seller's aggregate financial liability to NSP for Delay Damages, pursuant to Section 12.4(A), shall not exceed **[Begin Trade Secret**

**End Trade Secret]** If at any time during the Term, NSP incurs damages in excess of the limitations set forth above that Seller does not agree to pay when billed by NSP in accordance with Section 12.11, NSP shall have the right to declare a termination of this PPA under Section 12.5. The limitations on damages set forth in this paragraph shall not apply to damages arising out of any of the following events:

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

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

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

(D) any claim for indemnification under Article 17;

(E) any Environmental Contamination caused by Seller; or

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

#### 12.7 Operation by NSP Following Event of Default of Seller.

(A) Prior to any termination of this PPA due to an Event of Default of Seller and following NSP notice under Section 12.5, NSP shall have the right, but not the obligation, to possess, assume control of and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations and interest under this PPA) during the period provided for herein. Seller shall not grant any person, other than the Facility Lender, a right to possess, assume control of and operate the Facility that is equal to or superior to NSP's right under this Section 12.7.

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

(C) To the extent NSP is not fully compensated under Section 12.7(D), NSP shall be entitled to draw upon the Security Fund immediately to cover any expenses incurred by NSP in exercising its rights under this Section 12.7.

(D) During any period that NSP is in possession of and constructing or operating the Facility pursuant to this Section 12.7, NSP shall perform and comply with all of the obligations of Seller under this PPA and shall use the proceeds from the sale of electricity generated by the Facility first, to reimburse NSP for any and all expenses

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reasonably incurred by NSP (including a return on capital at NSP's authorized return on equity most recently determined by the MPUC) in taking possession of and operating the Facility and, second, to remit any remaining proceeds to Seller.

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

1. In the event that NSP is in possession and control of the Facility for an interim period, Seller may resume operation and NSP shall relinquish its right to operate when Seller demonstrates to NSP's reasonable satisfaction that it will remove those grounds that originally gave rise to NSP's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this PPA and (ii) has cured any Events of Default of Seller that allowed NSP to exercise its rights under this Section 12.7.

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

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

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

12.8 Specific Performance. In addition to the other remedies specified in this Article 12 after the Commercial Operation Date, in the event that any Event of Default of Seller is not cured within the applicable cure period set forth herein, NSP may elect to treat this PPA as being in full force and effect, and NSP shall have the right to specific performance. If the breach by Seller arises from a failure by third party operating the Facility pursuant to an operating agreement entered into with Seller, and Seller fails or refuses to enforce its rights under the operating agreement that would result in the cure, or partial cure, of the Event of Default, NSP's right to specific performance shall include the right to obtain an order compelling Seller to enforce its rights under the operating agreement. Likewise, for any breach of this PPA by NSP, other than payment obligations, Seller shall have the right to specific performance.

12.9 Remedies Cumulative. Subject to the exclusivity of Delay Damages provided in Section 12.4(A) and the limitations on damages set forth in Section 12.6,

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

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

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

12.12 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this PPA.

### **Article 13 - Contract Administration and Notices**

13.1 Notices in Writing. Notices required by this PPA shall be addressed to the other Party, including the other Party's representative on the Operating Committee, at the addresses noted in Exhibit C as either Party updates them from time to time by written notice to the other Party. Any notice, request, consent or other communication required or authorized under this PPA to be given by one Party to the other Party shall be in writing. It shall either be hand delivered or mailed, postage prepaid, to the representative of said other Party. If mailed, the notice, request, consent or other communication shall be simultaneously sent by facsimile or other electronic means.

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Any such notice, request, consent or other communication shall be deemed to have been received by the Close of the Business Day on which it was hand delivered or transmitted electronically (unless hand delivered or transmitted after such close, in which case it shall be deemed received at the close of the next Business Day). Real-time or routine communications concerning Facility operations shall be exempt from this Section 13.1.

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

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

13.4 Operating Records. Seller and NSP shall each keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities and MRO in the prescribed format.

13.5 Operating Log. Seller shall maintain an accurate and up-to-date operating log, in electronic format, at the Facility with records of production for each clock hour, changes in operating status, Scheduled Outages/Deratings and Forced Outages for the purposes of proper administration of this PPA, including such records as may be required by state or federal regulatory authorities and MRO in the prescribed format.

13.6 Provision of Real Time Data. Seller shall provide NSP, at Seller's expense, with real-time turbine performance and meteorological data (see Exhibit K) for all Wind Turbines at the Facility for the Term of this PPA, which data shall be subject to the confidentiality provisions of Section 20.16 of this PPA. Seller shall undertake, or authorize NSP to undertake at Seller's expense, to install, operate and maintain a Seller-owned Plant Information System (the "PI") at the Facility. Seller shall provide NSP real-time access to turbine performance and meteorological data gathered from the PI and shall ensure that real-time communications capabilities are available and maintained for the transmission of all PI data.

13.7 Billing and Payment Records. To facilitate payment and verification, Seller and NSP shall keep all books and records necessary for billing and payments in accordance with the provisions of Article 9 and grant the other Party reasonable access to those records. All records of Seller pertaining to the operation of a Facility shall be maintained on the premises of the Facility.

### 13.8 Examination of Records.

(A) Seller and NSP may examine the financial and Operating Records and data kept by the other Party relating to transactions under and administration of this PPA at any time during the period such financial and Operating Records are required to be maintained, upon request and during normal business hours.

(B) Seller shall be solely responsible for obtaining and maintaining C-BED Eligibility for the Term and accepts all risk associated with the failure to maintain C-BED Eligibility. Exhibit H to this PPA sets forth Seller's documents and other materials complying with the above requirements, including the required Minnesota Office of Energy Security (or predecessor objection) Letter and an ownership/organization chart demonstrating C-BED Eligibility. Seller shall promptly notify NSP of any change in circumstance that results in or, in Seller's reasonable judgment, could result in the loss of C-BED Eligibility. NSP shall in all circumstances have the right to rely on Seller's information for all purposes and shall not be required to undertake any independent measures to confirm or monitor ongoing C-BED Eligibility. NSP shall have the right but not the obligation to seek an order from the MPUC or other Governmental Authority with jurisdiction to determine ongoing C-BED Eligibility.

13.9 Exhibits. Either Party may change the information for their notice addresses in Exhibit C at any time without the approval of the other Party. Exhibit A-1, Exhibit B, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, and Exhibit K may be changed at any time with the mutual consent of both Parties. Exhibit D may be changed in accordance with Section 16.2(B).

### 13.10 Dispute Resolution.

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

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

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

#### **Article 14 - Force Majeure**

##### **14.1 Definition of Force Majeure.**

(A) The term "Force Majeure," as used in this PPA, means causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, which by exercise of due diligence and reasonable foresight could not reasonably have been avoided, including, without limitation, acts of God; sudden actions of the elements, such as floods, earthquakes, hurricanes or tornadoes; high winds of sufficient strength or duration to materially damage a facility or significantly impair its operation for a period of time longer than normally encountered in similar businesses under comparable circumstances; serial manufacturing and/or design defects in the wind turbines or other major components comprising the Facility only only in the event and to the extent that such occurrence is established to constitute a serial defect under Seller's turbine supply agreement or EPC contract; long-term material changes in renewable energy flows across the Facility caused by climactic change; lightning; fire; ice storms; sabotage; vandalism beyond that which could reasonably be prevented by Seller; terrorism; war; riots; fire; explosion; blockades; insurrection; strike; slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); and actions or inactions by any Governmental Authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such Governmental Authority) but only if such requirements, actions or failures to act prevent or delay performance; and inability, despite due diligence, to obtain any licenses, permits or approvals required by any Governmental Authority.

(B) The term Force Majeure does not include (i) any acts or omissions of any third party, including any vendor, materialman, customer or supplier of Seller, except failure of the transmission owner to complete all network upgrades (through no fault of Seller) necessary for Seller to deliver Renewable Energy to the Point of Deliver, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the Facility that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or

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conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: serial defects in equipment or system program as determined under Seller's turbine supply agreement or epc contract; catastrophic equipment or system failure; acts of God; sudden actions of the elements, including, but not limited to, floods, hurricanes or tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a Governmental Authority or (iii) changes in market conditions that affect the cost of NSP's or Seller's supplies or that affect demand or price for any of NSP's or Seller's products.

#### 14.2 Applicability of Force Majeure.

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

1. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
2. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
4. when the non-performing Party is able to resume performance of its obligations under this PPA, that Party shall give the other Party written notice to that effect.

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

14.3 Limitations on Effect of Force Majeure In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this PPA beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) Days from its occurrence or inception, as noticed pursuant to Section 14.2(A), the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) Day period, terminate this PPA upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) Day period for such additional time as it, at its sole discretion, deems

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appropriate if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure.

14.4 Delays Attributable to NSP. Seller shall be excused from a failure to meet any specified Construction Milestone where Seller can establish that such a failure is solely attributable to any delay or failure by NSP in obtaining any consents or approvals from Governmental Authorities or third parties required for NSP to perform its obligations under this PPA (whether or not caused by any conditions or events of Force Majeure) ("Delay Conditions"); *provided, however*, that in the event of such a failure, the Construction Milestone that is not met due to the Delay Conditions, and any affected Construction Milestones that follow, shall be extended for a period of time equal to the period of time between (i) the Construction Milestone that is not met due to the Delay Conditions and (ii) the Day that NSP has corrected the Delay Conditions.

(A) Seller's failure to meet the Commercial Operation Milestone for any reason, including Delay Conditions, Force Majeure, the acts or inaction of the Interconnection Provider or of any third party or any Event of Default, except as expressly provided in Section 14.4(B), shall not give rise to any damages payable by NSP (or an increase in the price for Renewable Energy) associated with or arising from such failure resulting in the Facility not qualifying for PTCs or other tax incentives, grants or credits.

(B) The prohibition set forth in Section 14.4(A) shall not apply to any situation when Seller can establish that the failure to meet the Commercial Operation Milestone (i) actually caused the Facility not to qualify for PTCs or other tax incentives, grants or credits and (ii) was solely caused in fact by NSP's willful misconduct or gross negligence in its performance of this PPA or by an Event of Default by NSP of this PPA.

## **Article 15 - Representations, Warranties and Covenants**

15.1 Seller's Representations, Warranties and Covenants. Seller hereby represents and warrants as follows:

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

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

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

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2. violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination or award currently in effect having applicability to Seller or violate any provision in any formation documents of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this PPA;

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

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

(C) This PPA is a valid and binding obligation of Seller, subject to the contingencies identified in Section 6.2, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the right of creditors generally or by general principles of equity.

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

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

(F) The ownership structure of Seller satisfies all of the requirements for C-BED Eligibility. Seller's owners all satisfy the requirements of a C-BED Project pursuant to Minnesota Statutes Section 216B.1612, Subd. 2(f). Exhibit H hereto includes a description of such ownership structure, and Seller shall update Exhibit H any time the ownership structure changes. Seller has obtained a resolution of support adopted by the county board (or applicable Tribal council) for each county/reservation on which any portion of the C-BED Project will be located. Exhibit H includes a copy of such resolution.

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(G) Seller shall comply with all applicable local, state and federal laws, regulations and ordinances, including all requirements relating to C-BED Eligibility, equal opportunity and affirmative action requirements and all applicable federal, state and local environmental laws and regulations presently in effect or that may be enacted during the Term of this PPA.

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

(I) Seller has made all necessary governmental filings or applications for Renewable Energy Credit accreditation.

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

(K) Seller will cooperate with NSP to provide all information requested by NSP or by any Governmental Authority necessary to confirm ongoing C-BED Eligibility.

15.2 NSP's Representations, Warranties and Covenants. NSP hereby represents and warrants as follows:

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

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

1. require any consent or approval of NSP's Board of Directors, or shareholders, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to Seller upon its request);

2. violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination or award currently in effect having applicability to NSP or violate any provision in any corporate documents of NSP, the

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violation of which could have a material adverse effect on the ability of NSP to perform its obligations under this PPA;

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

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

(C) This PPA is a valid and binding obligation of NSP, subject to the contingencies identified in Section 6.1.

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

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

## Article 16 - Insurance

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

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Seller's policy shall be primary in all instances regardless of like coverages, if any, carried by NSP. Seller's liability under this PPA is not limited to the amount of insurance coverage required herein.

16.2 Term and Modification of Insurance.

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

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

(C) If any insurance required to be maintained by Seller hereunder ceases to be reasonably available and commercially feasible in the commercial insurance market, Seller shall provide written notice to NSP, accompanied by a certificate from an independent insurance advisor of recognized national standing, certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type, geographic location and design. Upon receipt of such notice, Seller shall use commercially reasonable efforts to obtain other insurance that would provide comparable protection against the risk to be insured, and NSP shall not unreasonably withhold its consent to modify or waive such requirement.

**Article 17 - Indemnity**

17.1 Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other Party (the "Indemnified Party") from and against all third party claims, demands, losses, liabilities, penalties and expenses (including reasonable attorneys' fees) for personal injury or death to persons and damage to the Indemnified Party's real property and tangible personal property or facilities or the property of any other person or entity to the extent arising out of, resulting from or caused by an Event of Default under this PPA, violation of any Applicable Laws or by the negligent or tortious acts, errors or omissions of the Indemnifying Party, its Affiliates or their respective directors, officers, employees or agents. The indemnification of third party claims provided under this Section 17.1 is not limited by the limitation on damages set forth in Section 12.6. Nothing in this Section 17.1 shall enlarge or relieve Seller or NSP of any liability to the other for any breach of this PPA. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligent or intentional

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acts, errors or omissions caused the damages. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

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

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

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

## Article 18 - Legal and Regulatory Compliance

18.1 Compliance With Laws. Each Party shall at all times comply with all Applicable Law, except for any non-compliance that, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its commitments hereunder. As applicable, each Party shall give all required notices, shall procure and maintain all necessary governmental permits, licenses and inspections necessary for performance of this PPA and shall pay its respective charges and fees in connection therewith.

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

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the requesting Party in litigation, including administrative proceedings before utility regulatory commissions.

### **Article 19 - Assignment and Other Transfer Restrictions**

19.1 No Assignment Without Consent. Except as permitted in this Article 19, neither Party shall assign this PPA or any portion thereof without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that (i) at least thirty (30) Days prior notice of any such assignment shall be given to the other Party; (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party, and no assignment, whether or not consented to, shall relieve the assignor of its obligations hereunder in the event the assignee fails to perform, unless the other Party agrees in writing in advance to waive the assignor's continuing obligations pursuant to this PPA; (iii) no such assignment shall impair any security given by Seller hereunder; (iv) before this PPA is assigned by Seller, the assignee must first obtain such approvals as may be required by all applicable regulatory bodies; and (v) before this PPA is assigned by Seller, the assignee shall demonstrate that it qualifies for C-BED Eligibility.

(A) Except as permitted in this Article 19, Seller shall not be permitted to assign this PPA to any party having any senior unsecured bond rating, unenhanced by third party support and not on credit watch or negative outlook, lower than BBB/Baa2 or the equivalent, or that does not otherwise meet NSP's credit evaluation standards at the time of any proposed assignment.

(B) Seller's consent shall not be required for NSP to assign this PPA to an Affiliate of NSP; *provided, however*, that NSP provides assurances and executes documents commercially reasonably required by Seller and the Facility Lender regarding NSP's continued liability for all of NSP's obligations under this PPA in the event of any nonperformance on the part of such assignee. In the event that the assignee has or obtains an investment grade senior unsecured bond rating, unenhanced by third party support, equivalent to or better than the senior unsecured bond rating, unenhanced by third party support, of NSP (but in no event worse than the equivalent of BBB-) and is the owner of assets sufficient to provide retail electric services and has rate recovery authority, then Seller agrees to relieve NSP from its obligations under this PPA if NSP requests to be so relieved in a written notice provided to Seller.

(C) NSP's consent shall not be required for Seller to assign this PPA for collateral purposes to the Facility Lender. Seller shall notify NSP, pursuant to Sections 12.2 and 13.1, of any such assignment to the Facility Lender or affiliate of Seller no later than thirty (30) Days after the assignment.

19.2 Accommodation of Facility Lender. To facilitate Seller's obtaining of financing to construct and operate the Facility, NSP shall make commercially reasonable efforts to provide such consents to assignments, certifications, representations, information or other documents as may be commercially reasonably

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requested by Seller or the Facility Lender in connection with the financing of the Facility; *provided, however*, that in responding to any such request, NSP shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of NSP's rights, benefits, risks or obligations under this PPA. Seller shall reimburse, or shall cause the Facility Lender to reimburse, NSP for the incremental direct expenses (including the reasonable fees and expenses of counsel) incurred by NSP in the preparation, negotiation, execution or delivery of any documents requested by Seller or the Facility Lender, and provided by NSP, pursuant to this Section 19.2.

### 19.3 Change of Control.

(A) As a condition of approval for any contemplated change of control, Seller shall provide reasonable assurances that after such change of control Seller or its permitted assigns will maintain C-BED Eligibility and Seller shall reaffirm all representations and warranties set forth in Section 15.1 as true and correct as of completion of such change of control.

(B) Any direct or indirect change of control of (i) Seller or (ii) any Affiliate of Seller that is a direct or indirect parent entity of Seller (except for an Ultimate Parent Entity as defined under Section 7A of the Clayton Act, 15 U.S.C. 18a, aka the Hart-Scott-Rodino Antitrust Improvements Act of 1976), whether voluntary or by operation of law (a "Change of Control"), shall require the prior written consent of NSP, which shall not be unreasonably withheld; *provided, however*, that notwithstanding any other remedy, in no circumstance does NSP have the obligation to consent to any Change of Control prior to the issuance and expiration of the PFT Notice. Any change in ownership of Seller or of the Facility (whether by assignment of this PPA or otherwise) shall not be undertaken unless and until Seller provides commercially reasonable assurances that (i) after such Change of Control, Seller will maintain C-BED Eligibility and (ii) Seller reaffirms all representations and warranties set forth in Section 15.1 as true and correct as of completion of such Change of Control. Notwithstanding anything to the contrary, a Change of Control shall not include: (i) a change of control of the ultimate parent entity of Seller; (ii) the principle financing obtained by Seller or its Affiliates on or prior to the Commercial Operation Date sufficient to enable construction and operation of the Facility; and (iii) any "flip" of economic and voting rights triggered in Seller's organization documents arising from the tax credit financing of the Facility.

(C) Seller's direct and indirect parents (including Seller's Ultimate Parent Entity) as of the date of this PPA are set forth on Exhibit F hereto.

(D) Pending Facility Transaction.

1. For purposes of this PPA, a "Pending Facility Transaction" ("PFT") means (i) any Change of Control of Seller, (ii) the issuance by Seller or any of its Affiliates of a request for proposals or the response by Seller or any of its Affiliates to a request for proposal) or similar process (e.g., auction) for the purchase or sale of the Facility or any groups of assets or equity interests that includes the Facility, (iii) the

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commencement by Seller or any of its Affiliates of substantive negotiations with any third party with respect to the sale of the Facility or any groups of assets or equity interests that includes the Facility, or (iv) the execution by Seller or any of its Affiliates of any letter of intent, memorandum of understanding or similar document, whether or not legally binding, that contemplates the sale of the Facility or any groups of assets or equity interests that includes the Facility. A "Pending Facility Transaction" does not include (i) a Change of Control involving the Ultimate Parent Entity of Seller; (ii) any refinance or other change in the debt or equity structure of Seller or any of its Affiliates; (iii) the financing obtained on or prior to the Commercial Operation Date to construct and develop the Facility; or (iv) any "flip" of economic and voting rights triggered in Seller's organization documents arising from the tax credit financing of the Facility.

2. Seller shall give to NSP at least thirty (30) Days' prior written notice of any Pending Facility Transaction (a "PFT Notice"). Any PFT Notice shall include a fair summary of Seller's plans with respect to the Facility in connection with the proposed Pending Facility Transaction, to the extent then known by Seller. Seller shall have no obligation to sell nor shall NSP have any obligation to purchase the Facility, following any PFT Notice. Upon expiration of the PFT Notice, Seller and its Affiliates shall be free for a period of nine (9) months thereafter to proceed with the transaction that was subject to the PFT Notice. If Seller and its Affiliates have not closed the proposed Pending Facility Transaction within such nine (9) month period, this Section 19.3(C) shall again apply to any proposed Pending Facility Transaction.

3. NSP shall not be obligated to provide Seller with any consent or other document in connection with this PPA until Seller has provided the PFT Notice required by this Section 19.3(C).

19.4 Notice of Facility Lender Action. Within ten (10) Days following Seller's receipt of each written notice from the Facility Lender of default, or Facility Lender's intent to exercise any remedies, under the Financing Documents, Seller shall deliver a copy of such notice to NSP.

19.5 Transfer Without Consent is Null and Void. Any sale, transfer or assignment of any interest in the Facility or in this PPA made without fulfilling the requirements of this PPA shall be null and void and shall constitute an Event of Default pursuant to Article 12.

19.6 Subcontracting. Seller may subcontract its duties or obligations under this PPA without the prior written consent of NSP; *provided, however,* that no such subcontract shall relieve Seller of any of its duties or obligations hereunder.

## Article 20 - Miscellaneous

20.1 Waiver. Subject to the provisions of Section 13.10(B), the failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this PPA, or to take advantage of any of its rights 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.

## 20.2 Taxes.

(A) Except as provided for in Section 20.2(B), Seller shall be solely responsible for:

1. any and all present or future taxes and other impositions of Governmental Authorities relating to the construction, ownership or leasing, operation or maintenance of the Facility, or any components or appurtenances thereof, including taxes and impositions that vary based upon the amount of power produced, the amount or nature of fuel consumed or the nature of wastes produced by the Facility; and
2. all *ad valorem* taxes relating to the Facility.

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

## 20.3 Fines and Penalties.

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

(B) If fees, fines, penalties or costs are claimed or assessed against NSP by any Governmental Authority due to noncompliance by Seller with this PPA, any Applicable Law, any permit or contractual obligation or if the work of Seller or any of its contractors or subcontractors is delayed or stopped by order of any Governmental Authority due to Seller's noncompliance with any Applicable Law, permit or contractual obligation, Seller shall indemnify and hold NSP harmless against any and all losses, liabilities, damages and claims suffered or incurred by NSP, including claims for indemnity or contribution made by third parties against NSP, except to the extent NSP recovers any such losses, liabilities or damages through other provisions of this PPA.

## 20.4 Rate Changes.

(A) The terms and conditions and the rates for service specified in this PPA shall remain in effect for the term of the transaction described herein. Absent the

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Parties' written agreement, this PPA shall not be subject to change by application of either Party pursuant to Section 205 or 206 of the Federal Power Act.

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

20.5 Disclaimer of Third Party Beneficiary Rights. In executing this PPA, NSP does not, nor should it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Seller. Nothing in this PPA shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this PPA. No provision of this PPA is intended to, nor shall it in any way, inure to the benefit of any customer or any other Person not a Party so as to constitute any such Person a third-party beneficiary under this PPA.

20.6 Relationship of the Parties.

(A) This PPA shall not be interpreted to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Except as specifically provided for in Section 12.7, neither Party shall have any right, power or authority to enter into any agreement or undertaking for, act on behalf of or act as an agent or representative of the other Party.

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

(C) The relationship between NSP and Seller shall be that of contracting party to independent contractor. Accordingly, subject to the terms of this PPA, NSP shall have no general right to prescribe the means by which Seller shall meet its obligations under this PPA.

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

20.8 Survival of Obligations. Cancellation, expiration or earlier termination of this PPA shall not relieve the Parties of obligations that by their nature should survive

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such cancellation, expiration or termination prior to the term of the applicable statute of limitations, including warranties, remedies or indemnities, which obligations shall survive for the period of the applicable statute of limitation.

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

20.10 Complete Agreement; Amendments. The terms and provisions contained in this PPA constitute the entire agreement between NSP and Seller with respect to the Facility and shall supersede all previous communications, representations or agreements, either verbal or written, between NSP and Seller with respect to the sale of Renewable Energy from the Facility. Except for Seller's right to amend Section 7.2 herein, this PPA may be amended, changed, modified or altered; *provided, however*, that such amendment, change, modification or alteration shall be in writing and signed by both Parties hereto; and provided further that the Exhibits attached hereto may be changed according to the provisions of Section 13.9.

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

20.12 Headings. Captions and headings used in this PPA are for ease of reference only and do not constitute a part of this PPA.

20.13 Counterparts. This PPA may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

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

20.15 Press Releases and Media Contact. Upon the request of either Party, the Parties shall develop a mutually agreed upon joint press release to be issued as of the Effective Date describing the location, size, type and timing of the Facility, the long-term nature of this PPA and other relevant factual information about the relationship. In the event during the Term, either Party is contacted by the media concerning this PPA or

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the Facility, the contacted Party shall inform the other Party of the existence of the inquiry, any questions asked and the substance of any information provided to the media.

20.16 Confidentiality:

(A) This PPA and all appendices and amendments shall be considered proprietary and shall not be provided to a third party without prior written approval of the other Party, unless a Party is required to disclose such information by law or court order or when such information is already in the public domain. This PPA is not intended to and does not place a restriction on any disclosure of CONFIDENTIAL INFORMATION by a Party that it is legally required to make, except as set forth herein. In the event that a Party is legally requested or required (by oral questions, interrogatories, requests for information or documents; subpoena, civil investigative demand or similar process or, in the opinion of its counsel, by federal or state securities or other statutes, regulations or laws) to disclose any CONFIDENTIAL INFORMATION, that Party shall promptly notify the disclosing Party, no later than five (5) days of such request or requirement and prior to disclosure so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Section.

1. In the event that no such protective order or other remedy is obtained, or that the disclosing Party waives compliance with the terms of this PPA, the receiving Party will furnish only that portion of the CONFIDENTIAL INFORMATION that the receiving Party is advised by counsel is legally required.

2. In the event certain information must be provided pursuant to a regulatory proceeding, the Parties shall take reasonable steps to protect the confidentiality of proprietary information.

(B) The Parties acknowledge and agree that during the course of the performance of their respective obligations under this PPA, either Party may need to provide information to the other Party, which the disclosing party deems confidential, proprietary or a trade secret.

1. All documentation and data, including but not limited to, special techniques, methods, computer programs and software, that the disclosing Party considers proprietary or trade secret and furnishes to the receiving Party and wants the receiving Party to maintain confidential may be designated as proprietary or trade secret by clear and distinct notation on each page of such documentation or by equivalent method (collectively "Proprietary Data") and shall be treated as such by the receiving Party. Documentation and data not so designated need not be considered by the receiving Party to be proprietary or trade secret. The disclosing Party hereby grants to the receiving Party authority to use Proprietary Data only for the purposes of this PPA. The receiving Party agrees to keep such Proprietary Data confidential, to use it only for work necessary to the performance of this PPA, and not to sell, transfer, sublicense, disclose or otherwise make available any such Proprietary Data to others; provided, that it may be disclosed by the receiving Party to the agents, employees,

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advisors, consultants, or potential or actual finance sources of the receiving Party, subject to their acceptance of the obligations of confidentiality imposed hereby and for whose violations of this requirement of confidentiality the receiving Party shall be responsible.

2. Notwithstanding the preceding, this paragraph and the restrictions on the receiving Party shall not apply to any data or documentation:

- (1) Which can be documented was in the public domain at the time it was disclosed by the disclosing Party to the receiving Party or at any time thereafter;
- (2) Which can be documented was independently developed by the receiving Party; or
- (3) Which can be documented was known to the receiving Party from an ultimate source other than the disclosing Party without breach of this PPA by the receiving Party, or
- (4) Which is disclosed by a Party to its consultants or contractors or other third parties who are in turn subject to a confidentiality agreement with the disclosing Party to treat the information at least with the care required by this PPA.

3. Buyer shall be entitled to disclose or use Proprietary Data in any proceeding before a regulatory commission or agency if it is required or advantageous to do so, in Buyer's sole discretion and upon written notice to Seller. In such an event, Buyer will take all reasonable actions to limit the scope of any disclosure and shall only disclose any Proprietary Data subject to applicable rules and regulations or agreements protecting its proprietary nature, and shall use reasonable efforts to notify Seller in the event any person attempts to obtain such Proprietary Data from NSP in the course of the proceeding.

20.17 Forward Contract. The Parties intend this PPA to be a "forward contract" within the meaning of the United States Bankruptcy Code and that Seller be treated as a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

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IN WITNESS WHEREOF, the Parties have executed this PPA as of the Effective Date.

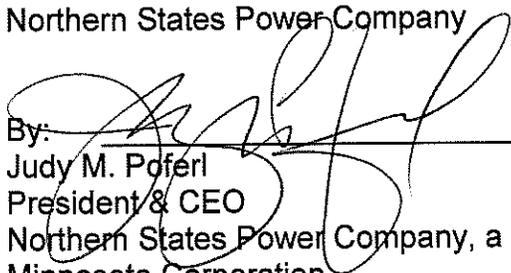
Seller:

Goodhue Wind, LLC

By:   
Name: Jack Levi  
Its: Chair of manager

NSP:

Northern States Power Company

By:   
Judy M. Pofel  
President & CEO  
Northern States Power Company, a  
Minnesota Corporation

## C-BED Power Purchase Agreement

### EXHIBIT A

#### CONSTRUCTION MILESTONES

<u>Construction Milestone</u>	<u>Results Seller Must Achieve</u>
[See Section 11.1]	Seller shall establish the Security Fund in accordance with Section 11.1.
Upon execution of PPA	Seller shall provide endorsement resolution from County and has otherwise established C-BED Eligibility
Not later than one hundred twenty (120) days after MPUC approval	Seller shall obtain and provide NSP evidence of a firm commitment by the manufacturer of the Wind Turbines of a firm contractual commitment to supply Wind Turbines to be used by the Facility
May 15, 2010	Seller shall have achieved closing on financing for the Facility or provided NSP with proof of financial capability to construct the Facility.
December 1, 2010	Seller shall provide NSP with evidence of complying with that insurance coverage required prior to the Commercial Operation Date.
December 31, 2010	Commercial Operation Date is achieved. (Commercial Operation Milestone)

**EXHIBIT A-1**

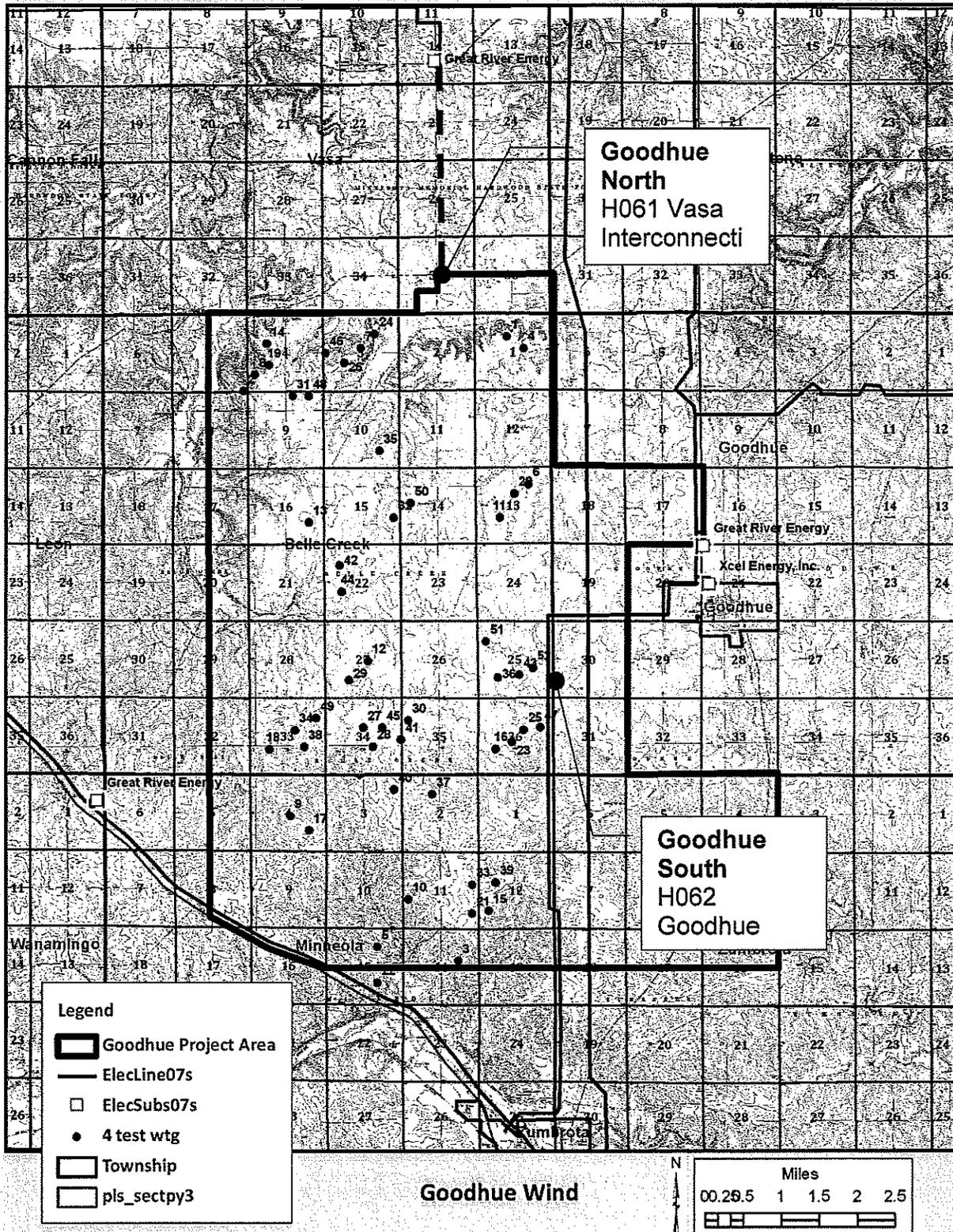
**RENEWABLE ENERGY PAYMENT RATE**

**[Begin Trade Secret**

**End Trade Secret]**

# C-BED Power Purchase Agreement

## EXHIBIT B FACILITY DESCRIPTION AND SITE MAPS



## C-BED Power Purchase Agreement

### EXHIBIT C

#### NOTICE ADDRESSES

NSP	Seller
<p><b>Notices:</b> Thomas A. Imbler Vice President Northern States Power Company 550 15th Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7414 Fax: (303) 571-7021</p> <p>Dana Echter Manager, Renewable Purchases Northern States Power Company 550 15th Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7714 Fax: (303) 571-7441</p>	<p><b>Notices:</b> Jack Levi Goodhue Wind Energy, LLC c/o National Wind, LLC 3033 Excelsior Boulevard Suite 525 St. Louis Park, MN 55416 Phone : (612) 746-6600 Fax: 888-867-0688</p> <p>Daniel A. Yarano Fredrikson &amp; Byron, P.A. 200 south Sixth Street Suite 4000 Minneapolis, MN 55402 Phone: (612) 492-7000 Fax: 612-492-7077</p>
<p><b>Operating Committee Representative:</b></p> <p>Dana Echter Manager, Renewable Purchases Northern States Power Company 550 15th Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7714 Fax: (303) 571-7441</p> <p><b>Alternate:</b></p> <p>Howard Kiyota Purchased Power Analyst Northern States Power Company 550 15th Street, Suite 1000 Denver, CO 80202 Phone: (303) 571-7554 Fax: (303) 571-7441</p>	<p><b>Operating Committee Representative:</b></p> <p>Chuck Burdick Senior Wind Energy Developer National Wind, LLC 3033 Excelsior Boulevard Suite 525 Minneapolis, MN 55416 Phone (612) 746-6600 Fax: 888-867-0688</p> <p><b>Alternate:</b></p> <p>Jack Levi Co-Founder and Co-Chair National Wind, LLC 3033 Excelsior Boulevard Suite 525 Minneapolis, MN 55416 Phone: (612) 746-6600 Fax: 612-492-7077</p>

**EXHIBIT D**

**INSURANCE COVERAGE**

**SPECIFICATION OF INSURANCE COVERAGE**

**[Begin Trade Secret**

**EXHIBIT D**  
**INSURANCE COVERAGE**

**End Trade Secret]**

## C-BED Power Purchase Agreement

### EXHIBIT E

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

Site Permit from State of Minnesota

County Resolutions for Goodhue County, Minnesota

C-BED Letter of Qualifications from Office of Energy Security

## **C-BED Power Purchase Agreement**

### **EXHIBIT F Seller's Direct and Indirect Parent Organizations**

National Wind, LLC is the sole manager of Seller.

## C-BED Power Purchase Agreement

### EXHIBIT G

#### FORM OF LETTER OF CREDIT

[LETTERHEAD OF ISSUING BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT NO: \_\_\_\_\_ DATE OF ISSUANCE: \_\_\_\_\_

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

BENEFICIARY:

APPLICANT:

NORTHERN STATES POWER COMPANY

[INSERT NAME OF SELLER UNDER THE PPA]

ATTN: \_\_\_\_\_  
550 15TH STREET, SUITE 1000  
DENVER, CO 80202

\_\_\_\_\_  
\_\_\_\_\_

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

BENEFICIARY MAY DRAW ALL OR ANY PORTION OF THIS LETTER OF CREDIT AT ANY TIME AND FROM TIME TO TIME AND ISSUER WILL MAKE FUNDS IMMEDIATELY AVAILABLE TO BENEFICIARY UPON PRESENTATION OF BENEFICIARY'S DRAFT AT SIGHT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS EXHIBIT "A" ("SIGHT DRAFT"), DRAWN ON ISSUER AND ACCOMPANIED BY THIS LETTER OF CREDIT. ALL SIGHT DRAFTS MUST BE SIGNED ON BEHALF OF BENEFICIARY, AND THE SIGNATOR MUST INDICATE HIS OR HER TITLE OR OTHER OFFICIAL CAPACITY. NO OTHER DOCUMENTS WILL BE REQUIRED TO BE PRESENTED. ISSUER WILL EFFECT PAYMENT UNDER THIS LETTER OF CREDIT WITHIN TWO (2) BANKING DAYS AFTER PRESENTMENT OF THE SIGHT DRAFT. PAYMENT SHALL BE MADE IN U.S. DOLLARS WITH ISSUER'S OWN FUNDS IN IMMEDIATELY AVAILABLE FUNDS.

## C-BED Power Purchase Agreement

ISSUER WILL HONOR ANY SIGHT DRAFT PRESENTED IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AT ISSUER'S LETTERHEAD OFFICE, THE OFFICE LOCATED AT \_\_\_\_\_ OR ANY OTHER SERVICE OFFICE OF ISSUER ON OR BEFORE THE ABOVE STATED EXPIRATION DATE, AS SUCH EXPIRATION DATE MAY BE EXTENDED HEREUNDER. PARTIAL AND MULTIPLE DRAWS AND PRESENTATIONS ARE PERMITTED ON ANY NUMBER OF OCCASIONS. FOLLOWING ANY PARTIAL DRAW, ISSUER WILL ENDORSE THIS LETTER OF CREDIT AND ON THE SAME DAY RETURN THE ORIGINAL TO BENEFICIARY EITHER BY HAND DELIVERY, OVERNIGHT REGISTERED UNITED STATES MAIL OR OVERNIGHT REGISTERED COURIER.

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

THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF, AS EXTENDED, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE, ISSUER NOTIFIES BENEFICIARY BY REGISTERED MAIL THAT IT ELECTS NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. NOTICE OF NON-EXTENSION WILL BE GIVEN BY ISSUER TO BENEFICIARY AT BENEFICIARY'S ADDRESS SET FORTH HEREIN OR AT SUCH OTHER ADDRESS AS BENEFICIARY MAY DESIGNATE TO ISSUER IN WRITING AT ISSUER'S LETTERHEAD ADDRESS.

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

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

## C-BED Power Purchase Agreement

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING ARTICLES 14.b. AND 36 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN. WITH RESPECT TO ARTICLE 14.b OF THE UCP, ISSUER SHALL HAVE A REASONABLE AMOUNT OF TIME, NOT TO EXCEED THREE (3) BANKING DAYS FOLLOWING THE DATE OF ISSUER'S RECEIPT OF DOCUMENTS FROM THE BENEFICIARIES (TO THE EXTENT REQUIRED HEREIN), TO EXAMINE THE DOCUMENTS AND DETERMINE WHETHER TO TAKE UP OR REFUSE THE DOCUMENTS AND TO INFORM BENEFICIARY ACCORDINGLY.

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

ISSUER:

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## C-BED Power Purchase Agreement

### EXHIBIT "A" TO LETTER OF CREDIT

#### SIGHT DRAFT

\$ \_\_\_\_\_

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

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

Dated: \_\_\_\_\_, 20\_\_

[Name of Beneficiary to be inserted]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Title or Other Official Capacity to be  
inserted]

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

## C-BED Power Purchase Agreement

### EXHIBIT "B" TO LETTER OF CREDIT

#### FORM OF TRANSFER REQUEST

IRREVOCABLE STANDBY LETTER OF

CREDIT NO: \_\_\_\_\_

CURRENT BENEFICIARY:

APPLICANT:

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TO: [NAME OF ISSUING BANK]

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

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

# C-BED Power Purchase Agreement

## EXHIBIT H

### C-BED ELIGIBILITY DOCUMENTATION

BOARD OF COUNTY COMMISSIONERS  
GOODHUE COUNTY, MINNESOTA

December 4, 2008

Moved by C/Bryant, seconded by C/Allen, and carried to approve the following resolution acknowledging Community-Based Energy Development (C-BED) status for the Goodhue wind LLC Wind Energy Project (Goodhue Wind):

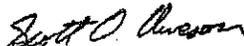
**WHEREAS**, it is the policy of the State of Minnesota to foster Community-Based Energy Development (C-BED) projects; and  
**WHEREAS**, the state C-BED statute calls for County Board approval of C-BED projects – Minn. Stat. § 216B.1612, subd.2 (f) (3); and  
**WHEREAS**, the development of small scale wind projects in Goodhue County provides economic opportunity for residents of the County; and  
**WHEREAS**, the Goodhue Wind Energy Project is proposed for development in Goodhue and Belle Creek Townships will be owned by a Minnesota limited liability company organized by Minnesota Residents; and  
**WHEREAS**, the developers understand and accept responsibility for securing all necessary permits for development of wind turbines and towers; and  
**WHEREAS**, this project calls for the development of up to 78 megawatts of wind energy to be produced by approximately 39 2.0 MW turbines; and  
**WHEREAS**, the projects are structured to ensure that a majority of the financial benefit of the project accrues to the local owners of the project.  
**NOW, THEREFORE, BE IT RESOLVED**, that the Goodhue County Board of Commissioners hereby indicates its support for the development of the Goodhue Wind Energy Project as a C-BED project, subject to the authority of said County Board to grant or deny any applications for permits or licenses for said project as may be provided by state statute or local ordinances, rules or regulations.

State of Minnesota  
County of Goodhue

Bryant	Yes	<u>X</u>	No	___
Allen	Yes	<u>X</u>	No	___
Seifert	Yes	<u>X</u>	No	___
Rechtzigel	Yes	<u>X</u>	No	___
Samuelson	Yes	<u>X</u>	No	___

I, Scott O. Arneson, duly appointed, County Administrator of the County of Goodhue, State of Minnesota, do hereby certify that I have compared the foregoing copy of a resolution with the original minutes of the proceedings of the Board of County Commissioners, Goodhue County, Minnesota at their session held on the 4<sup>th</sup> day of December, 2008, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Red Wing, Minnesota, this 4<sup>th</sup> day of December, 2008.

  
\_\_\_\_\_  
Scott O. Arneson  
County Administrator

## C-BED Power Purchase Agreement

### EXHIBIT I

#### GUARANTY AGREEMENT

This GUARANTY AGREEMENT (this "Guaranty") is made as of the \_\_\_ day of \_\_\_\_\_, 200\_, by \_\_\_\_\_, a corporation duly organized and existing under the laws of the State of \_\_\_\_\_, U.S.A., with its head office situated at \_\_\_\_\_ U.S.A., (herein called "Guarantor"), for the benefit of Northern States Power Company, a Minnesota corporation (herein called "Beneficiary"). (Guarantor and Beneficiary are individually referred to herein as a "Party" and collectively as the "Parties.")

#### RECITALS:

**WHEREAS**, \_\_\_\_\_ a limited liability company organized under the laws of the state of \_\_\_\_\_ ("LLC"), a \_\_\_\_\_ of Guarantor, owns a wind power electric generation facility having installed capacity of approximately \_\_\_\_\_ MW to be constructed on a site located \_\_\_\_\_ (the "Project"); and

**WHEREAS**, LLC desires to sell and deliver to Beneficiary at the Point of Delivery, and Beneficiary desires to purchase, the Renewable Energy to be generated by the Project and associated Renewable Energy Credits; and

**WHEREAS**, to that end, LLC and Beneficiary have entered into that certain C-BED Renewable Energy Purchase Agreement dated as of \_\_\_\_\_, as amended from time to time (the "PPA"); and

**WHEREAS**, this PPA requires that LLC cause to be provided a guarantee of LLC's payment obligations under this PPA, and Guarantor is willing to enter into this Guaranty to satisfy the conditions of this PPA.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given to them in this PPA.
2. Guarantor hereby unconditionally and irrevocably guarantees the full and prompt payment, when due of all payment obligations of LLC under this PPA, up to and no more than two million nine hundred twenty five thousand (\$2,925,000), as primary obligor and not merely as surety and Guarantor shall immediately upon first demand in writing by Beneficiary pay such obligations and shall indemnify and keep indemnified Beneficiary against any and all losses, damages, claims, costs, charges and expenses howsoever arising from LLC's failure to pay such obligations. Guarantor agrees to pay all expenses, including reasonable attorneys' fees, paid or incurred by Beneficiary in endeavoring to collect such payment obligations, or any part thereof, and in enforcing

## C-BED Power Purchase Agreement

this Guaranty. This Guaranty is an absolute, unconditional, direct and immediate guaranty of payment, and not of collection.

3. The liability of Guarantor hereunder shall not be reduced or discharged by any alteration in the relationship between Beneficiary and LLC that has been consented to by LLC in writing (with or without the knowledge or consent of Guarantor) or by any forbearance or indulgence by Beneficiary towards LLC or Guarantor whether as to payment, time, performance or otherwise. Each and every right, remedy and power hereby granted to Beneficiary or allowed to it by law or other agreement shall be cumulative and not exclusive of any other and may be exercised by the Beneficiary from time to time.

4. Guarantor agrees to make any payment due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as protest or notice being necessary and waives all privileges or rights that it may have as a guarantor, including demand, presentment, protest, notice of acceptance of this Guaranty and of any action taken in reliance hereon, any right to require Beneficiary to claim payment or to exhaust remedies against LLC or any other person and all other demands and notices of any description in connection with this Guaranty, LLC's payment obligations or otherwise.

5. The obligations of Guarantor hereunder shall continue in full force and effect after expiry or termination of this PPA until all of LLC's payment obligations and liabilities under this PPA have been fully discharged. Guarantor consents and acknowledges that LLC and Beneficiary may modify, without Guarantor's consent, any of the terms, covenants or conditions contained in this PPA evidencing LLC's payment obligations related hereto without in any manner impairing or affecting this Guaranty or releasing Guarantor.

6. This Guaranty shall remain in fully force and effect and be binding upon Guarantor and its successors and permitted assigns, and shall inure to Beneficiary and its successors and permitted assigns, until all of the payment obligations under this PPA have been satisfied in full. The Guarantor may assign its obligations under this Guaranty only with the prior written consent of Beneficiary. Any reasonable uncertainty on the part of Beneficiary concerning the ability on the part of any potential assignee of the Guarantor to carry out the Guarantor's obligations hereunder shall be considered a reasonable and sufficient basis for Beneficiary to withhold its consent, unless and until the potential assignee can satisfy Beneficiary, in Beneficiary's commercially reasonably exercised discretion, that the assignee is capable of fully performing the obligations of Guarantor hereunder.

7. Notwithstanding anything to the contrary above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that LLC could assert had such claim been made directly against any person under this PPA except defenses based upon (i) lack of authority of LLC to enter into or perform its obligations under this PPA, (ii) enforceability of this PPA or (iii) any insolvency, bankruptcy, reorganization, arrangement, composition, liquidation, dissolution or similar

## C-BED Power Purchase Agreement

proceeding with respect to LLC. Guarantor shall not exercise of or enforce any right of contribution, reimbursement, recourse or subrogation available to Guarantor against any person liable for payment of LLC's payment obligations under this PPA unless or until such payment obligations have been fully paid and discharged. . If any amount shall be paid to Guarantor in violation of this provision, such amount shall be held for the benefit of Beneficiary and shall forthwith be paid to Beneficiary to be credited and applied to the payment obligations under this PPA, whether matured or unmatured.

8. In the event there is any dispute under this PPA that relates to a sum being claimed under this Guaranty, which dispute is submitted to arbitration or judicial resolution, the obligations under this Guaranty shall be suspended pending the outcome of such arbitration or judicial resolution and Guarantor further agrees that any award resulting from such arbitration or judicial resolution shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

9. This Guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota; *provided, however*, that any provision of such law invalidating any provision of this Guaranty or modifying the intent of the Parties as expressed in the terms of this Guaranty shall not apply. This Guaranty shall not be modified, amended, revised, revoked, terminated, changed or varied in any way whatsoever, except by the express terms of a writing duly executed by Beneficiary. The Parties hereby submit to the non-exclusive jurisdiction of the Federal courts and the courts of the State of Minnesota with respect to all actions brought with respect to this Guaranty, and venue is hereby stipulated as Hennepin County, Minnesota. Each Party consents to such non-exclusive jurisdiction and waives any and all objections it might have thereto. Any proceedings arising out of or relating to this Guaranty shall be by a judge trial without a jury and the right to a jury trial is waived to the fullest extent permitted by applicable law.

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

If to Guarantor:

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If to Beneficiary:

c/o Xcel Energy Services Inc.  
550 15th Street, Suite 1000  
Denver, CO 80202  
Attention: Thomas A. Imbler

## **C-BED Power Purchase Agreement**

Or to such other address as either Guarantor or Beneficiary shall from time to time specify to the other party.

## C-BED Power Purchase Agreement

**IN WITNESS WHEREOF**, Guarantor has caused this Guaranty to be executed by its authorized representative as of the date first written above.

By:

Name:

Title:

Accepted:

NORTHERN STATES POWER COMPANY

By:

Thomas A. Imbler, Vice President, Commercial  
Operations, Xcel Energy Services Inc., as  
Agent for Northern States Power Company

## C-BED Power Purchase Agreement

### EXHIBIT J

#### XCEL ENERGY SERVICES INC. NOTICE OF CUSTOMER VOLUNTARY WRITTEN CONSENT

The FERC Standards of Conduct Regulations 18 CFR Part 358.5(b)(4) state that a non-affiliated transmission customer may voluntarily consent, in writing, to allow a transmission provider to share the non-affiliated customer's information with the transmission provider's marketing or energy affiliates. Such transmission provider must post notice on the OASIS or the transmission provider's Internet website of that consent along with a statement that it did not provide any preferences, either operational or rate-related, in exchange for that voluntary consent.

Signature of this form by the undersigned customer serves as notice of voluntary written consent allowing the Xcel Energy Services Inc. Wholesale Merchant Function to engage in non-public transmission/interconnection related discussions associated with the existing and a possible future power purchase agreement between Northern States Power Company and the undersigned customer. Xcel Energy Services Inc. will maintain and protect the confidentiality of all information received from Northern States Power Company pertaining to the undersigned customer's transmission/interconnection facilities.

Customer: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract or Project Name: \_\_\_\_\_

Please send a signed written consent letter to Northern States Power Company and a copy to the Xcel Energy Services Inc. Wholesale Merchant Function at the addresses listed:

Northern States Power Company

Xcel Energy Services Inc. Wholesale  
Merchant Function

Mark Moeller  
Transmission Account Representative  
Xcel Energy Services, Inc.  
250 Marquette Avenue  
Suite 800  
Minneapolis, Minnesota 55401

Tom McDonough  
Manager, Transmission Access  
Xcel Energy Services, Inc.  
250 Marquette Avenue  
Suite 720  
Minneapolis, Minnesota 55401

## C-BED Power Purchase Agreement

### EXHIBIT K

#### DATA COLLECTION

The following terms and conditions shall govern Seller's provision of data pursuant to Section 13.6 of this PPA:

a. Seller will transmit and provide to NSP certain real-time data and other information with regard to its generation of wind energy at its facilities (collectively, the "Data"). The Data that Seller agrees to provide, and that NSP shall receive, for each wind farm owned or operated by Seller includes:

#### Wind Farm Data Points in Order of Importance.

1. Nine (9) data points from each wind turbine:
  1. Turbine generation (kW)
  2. Wind Speed (mph)
  3. Turbine Status-Availability – (or turbine status flag from which turbine availability can be derived)
  4. Nacelle Position\* - (North Offset from true north in Degrees)
  5. Yaw Error\* (degrees relative to true north)
  6. Wind Direction\* - (degrees relative to true north)
  7. Blade Pitch
  8. Voltage (3 Phase)
  9. Latitude, Longitude, Hub Height at every wind turbine.

\* = need at least two of the three points.

2. Eight (8) data points from each Meteorological Tower (MET Tower):
  1. Wind Speed\*\* (mph)
  2. Wind Direction\*\* (degrees relative to true north)
  3. Temperature (F)
  4. Pressure (mb)
  5. Air Density (kg/m<sup>3</sup>)
  6. Maximum Wind Gust\*\* (mph)
  7. Anemometer Height\*\* (m)
  8. Latitude, Longitude, Heights, Angle (if Applicable) of all measured met tower data.

\*\* = at all metered heights if available.

The Parties may amend these data requirements from time to time by mutual agreement.

## C-BED Power Purchase Agreement

b. NSP shall have the right to use the Data for only the purposes of managing, improving the operations of, forecasting or modeling renewable electric energy and such other purposes as the parties hereto may mutually agree to in writing from time to time (collectively, the "Purposes"). The Data is owned by and shall continue to be owned by Seller and, except as contemplated by this PPA and in order to accomplish the Purposes, may not be sold, licensed, sub-licensed, or hypothecated, in any way without the prior written permission of Seller.

c. The parties agree to establish a remote server connection, with NSP establishing the connection to Seller's servers, by which Seller will aggregate and deliver the Data through Seller's servers to NSP's servers. NSP's and Seller's servers shall satisfy the following specifications and process instructions:

1. NSP will provide Seller with the IP address of the NSP DMZ PI Server.
2. Seller will provide the IP address of externally resolved Seller internal PI Server.
3. Seller will create an outbound firewall rule to provide Network Address Translation (NAT) of the internal address of their PI Server over port TCP 5450.
4. NSP will establish an inbound firewall rule derived from the Seller PI Server IP address over port TCP 5450.
5. NSP and Seller will work together to coordinate a router to router Internet Protocol Security (IPSec) tunnel between NSP's data center and Seller Datacenter.
6. NSP and Seller will establish a PI to PI connection over the IPSec tunnel.

The Parties may amend these specifications from time to time by mutual agreement.

d. NSP will provide reliable remote telemetry unit ("RTU") connection at the Point of Interconnection. Seller will provide Data via Seller's RTU to NSP's RTU without the need to co-locate server equipment. Seller shall provide NSP all specifications necessary for NSP to properly receive the Data in a readable format. NSP shall make such modifications to its system as are (i) reasonably necessary for purposes of complying with such previously disclosed specifications and (ii) consistent with Prudent Electric Industry Practice. Should Seller's system specifications change, Seller shall promptly provide NSP with the revised specifications, in writing, with sufficient lead-time in accordance with Prudent Electric Industry Practice to permit NSP to modify its system accordingly.

e. NSP shall, at its expense, take commercially reasonable steps to protect against unauthorized third party access to, use and disclosure of the Data obtained by NSP under this PPA and shall comply with the reasonable security policies of Seller with respect to access to the Data that have been previously provided to NSP.

f. Subject to the terms of Section 13.6 of this PPA, Seller shall be responsible for providing and compiling all Data in electronic format and on a real-time basis. Seller

## **C-BED Power Purchase Agreement**

shall make such modifications to Seller's servers, computer network, control system and other equipment located at Seller's wind-energy data collection facility(ies) (the "Network") as are reasonably necessary for purposes of providing and compiling such Data. NSP shall reimburse Seller for all reasonable, direct out-of-pocket expenses pre-approved in writing by NSP and actually incurred by Seller solely in connection with any such Network modifications, subject to Seller's production of reasonably detailed invoices and supporting documentation that such expenses have been incurred by Seller solely in connection with such Network modifications. Seller shall submit invoices to NSP within twenty-five (25) days after the end of each calendar month during which any such expenses are incurred, specifying the amount of expenses incurred by Seller that are subject to reimbursement by NSP under this PPA. NSP shall remit payment, in the amounts called for by this PPA, for all such expenses within thirty (30) days after receipt of such invoice.

2410118v2  
10/19/09

**CERTIFICATE OF SERVICE**

I, Nancy A. Haley, hereby certify that I have this day served copies or summaries of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States Mail at Minneapolis, Minnesota

xx electronic filing

**DOCKET NO. E002/M-09-\_\_\_\_\_**

Dated this 20th day of November 2009

*/s/ Nancy A Haley*

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Nancy A. Haley

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law, LLC	Suite 100 2265 Roswell Road  Marietta, GA 30062	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Burl W.	Haar	burl.haar@state.mn.us	MN Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Byron E.	Starns		Leonard Street and Deinard	150 South 5th Street Suite 2300 Minneapolis, MN 55402	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Christopher	Anderson	canderson@allete.com	Minnesota Power	30 West Superior Street Duluth, MN 558022093	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Christopher	Clark	christopher.b.clark@xcelenergy.com	Xcel Energy	5th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	David W.	Niles		Avant Energy Services	Suite 300 200 South Sixth Street Minneapolis, MN 55402	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th Street W Farmington, MN 55024	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	Suite 3500 225 South Sixth Street  Minneapolis, MN 554024629	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	James J.	Bertrand	james.bertrand@leonard.com	Leonard Street & Deinard	Suite 2300 150 South Fifth Street Minneapolis, MN 55402	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	James M.	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Jeffrey A.	Daugherty	jeffrey-daugherty@centerpointenergy.com	CenterPoint Energy	800 LaSalle Ave Minneapolis, MN 55402	Paper Service	No

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	John	Lindell	agorud.ecf@state.mn.us	OAG-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Julia	Anderson	Julia.Anderson@state.mn.us	MN Office Of The Attorney General	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.	76 W Kellogg Blvd  St. Paul, MN 55102	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Lisa	Veith		City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 South 8th Street Minneapolis, MN 55402	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Michael	Sarafolean	MSarafolean@gerdauameristeel.com	Gerdau Ameristeel US, Inc.	4221 W Boy Scout Blvd Ste 600  Tampa, FL 33607	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Richard	Savelkoul	rsavelkoul@felhaber.com	Felhaber, Larson, Fenlon & Vogt, P.A.	444 Cedar St Ste 2100 St. Paul, MN 55101-2136	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Robert S	Lee	RSL@MCMLAW.COM	Mackall Crouse & Moore Law Offices	1400 AT&T Tower 901 Marquette Avenue Minneapolis, MN 554022859	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric	Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric	Ron	Elwood		Legal Services Advocacy Project	2324 University Ave Ste 101 St. Paul, MN 55114	Paper Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric	SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric	Sharon	Ferguson	sharon.ferguson@state.mn.us	State of MN - DOC	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No
GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misl Electric	Steven	Bosacker		City of Minneapolis	City Hall, Room 301M 350 South Fifth Street Minneapolis, MN 554151376	Paper Service	No

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_05-1887_1	Burl W.	Haar	burl.haar@state.mn.us	MN Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes
OFF_SL_05-1887_1	Christopher	Clark	christopher.b.clark@xcelenergy.com	Xcel Energy	5th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No
OFF_SL_05-1887_1	David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No
OFF_SL_05-1887_1	George	Crocker		North American Water Office	PO Box 174 Lake Elmo, MN 55042	Paper Service	No
OFF_SL_05-1887_1	John	Lindell	agorud.ecf@state.mn.us	OAG-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No
OFF_SL_05-1887_1	Julia	Anderson	Julia.Anderson@state.mn.us	MN Office Of The Attorney General	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No
OFF_SL_05-1887_1	Lisa	Daniels	lisadaniels@windustry.org	Windustry	2105 First Avenue S. Minneapolis, MN 55404	Paper Service	No
OFF_SL_05-1887_1	Mark	Lindquist		The Minnesota Project	1026 North Washington Street New Ulm, MN 56073	Paper Service	No
OFF_SL_05-1887_1	SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No
OFF_SL_05-1887_1	Sharon	Ferguson	sharon.ferguson@state.mn.us	State of MN - DOC	85 7th Place E Ste 500  Saint Paul, MN 551012198	Electronic Service	Yes
OFF_SL_05-1887_1	Sherry	Gaugler	sherry.jcplaw@comcast.net	Jeffrey C. Paulson & Associates, Ltd.	Suite 325 7301 Ohms Lane Edina, MN 55439	Electronic Service	No