

**RENEWABLE ENERGY PURCHASE AGREEMENT
FOR
WIND ENERGY RESOURCES**

BETWEEN

BLUE CREEK WIND FARM LLC

AND

THE OHIO STATE UNIVERSITY

November 1, 2012

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RENEWABLE ENERGY PURCHASE AGREEMENT
BETWEEN
BLUE CREEK WIND FARM LLC
AND
THE OHIO STATE UNIVERSITY

This Renewable Energy Purchase Agreement (the “REPA”) is made this November 1, 2012, the (“Effective Date”) by and between Blue Creek Wind Farm LLC (“Seller”), an Oregon limited liability company, and The Ohio State University (“Purchaser”), a state institution of higher education. Seller and Purchaser are hereinafter referred to individually as a “Party” and collectively as the “Parties”.

INTRODUCTION

WHEREAS Seller has constructed and owns or leases and operates a renewable electric generating facility with an expected total nameplate capacity of approximately 304 MW, and which is further defined below as the “Facility”; and

WHEREAS the Facility is located in Paulding and Van Wert Counties, Ohio, and is interconnected with the Transmission Provider’s System; and

WHEREAS Purchaser desires to be a leader in the development and use of sustainable energy; and

WHEREAS Purchaser desires to demonstrate a commitment toward carbon neutrality by powering in part its campus with a renewable wind energy supply;

WHEREAS Purchaser desires to better prepare for changes in the energy sector and enhance long term planning by diversifying its energy portfolio;

WHEREAS Seller desires to sell, and Purchaser desires to purchase renewable wind energy coordinated through a Competitive Retail Electric Supplier (“CRES”); and

WHEREAS Purchaser has accepted Seller’s offer to sell such Renewable Energy Products in accordance with the terms and conditions set forth in this REPA;

AGREEMENT

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 REPA, whether in the singular or the plural or in the present or past tense. Other terms used in this REPA but

not listed in this Article shall have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings. In addition, the following rules of interpretation shall apply:

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

(B) References to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or exhibits of this REPA.

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

(D) This REPA was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this REPA and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this REPA 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 REPA. Unless expressly provided otherwise in this REPA, (i) where this REPA requires the consent, approval, or similar action by a Party, such consent, approval or similar action shall not be unreasonably withheld, conditioned or delayed, and (ii) wherever this REPA 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) Each reference in this REPA to any agreement or document (including those set forth electronically on an internet web site) or a portion or provision thereof shall be construed as a reference to the relevant agreement or document as amended, supplemented or otherwise modified from time to time.

(G) Each reference in this REPA to applicable laws and to terms defined in, and other provisions of, applicable laws (including those set forth electronically on an internet web site) shall be references to the same (or a successor to the same) as amended, supplemented or otherwise modified from time to time.

(H) Each reference in this REPA to a Person includes its successors and permitted assigns and, in the case of a Governmental Authority, any Person or Persons succeeding, in whole or in part, to its functions and capacities.

(I) In this REPA, the words “include,” “includes” and “including” are to be construed as being at all times followed by the words “without limitation.”

1.2 Interpretation with Interconnection Agreement. The Parties recognize that Seller or its Affiliate has entered into a separate Interconnection Agreement with the Interconnection Provider and the Transmission Operator.

(A) The Parties acknowledge and agree that the Interconnection Agreement shall be a separate and free-standing contract and that the terms of this REPA are not binding upon the Interconnection Provider or the Transmission Operator. Nor shall the Interconnection Agreement be binding upon the Purchaser.

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

(C) Seller expressly recognizes that, for purposes of this REPA, 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 Purchaser or an Affiliate of Purchaser.

1.3 Definitions. The following terms shall have the meanings set forth below when used herein:

"Abandonment" means the relinquishment of all possession and control of the Facility by Seller, other than a transfer permitted under this REPA.

"Affiliate" means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

"Ancillary Services" means regulation and frequency response services, energy imbalance services, automatic generating control, spinning reserve, non-spinning reserve, replacement reserve, reactive power, voltage support and any other services that support the transmission of capacity and energy or the reliable operation of the Transmission Provider's transmission system, all to the extent included as ancillary services in the Transmission Operator's open access transmission tariff, in each case, to the extent commonly sold or saleable and, in each case, to the extent that the assets comprising the Facility are Eligible to provide such services under normal operating conditions.

"Back-Up Metering" shall have the meaning set forth in Section 4.5(C).

"Beneficial Environmental Interests" means all Non-Power Attributes associated in any way, directly or indirectly, with the Facility and all RECs associated with such Non-Power Attributes, excluding Renewable Energy Incentives and other federal, state or local tax credits, deductions and other tax benefits and financial incentives

related to the ownership of the Facility or the sale to Purchaser of Purchaser's Contract Capacity Share of the output thereof.

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

"Capacity" means the output level, expressed in MW, that the Facility, or the components of equipment thereof, is capable, as of a given moment, of continuously producing and making available at the Point of Delivery, taking into account the operating condition of the equipment at that time, the auxiliary loads and other relevant factors.

"Capacity Resource" shall have the meaning set forth in the OATT.

"Clock Hour" means sixty-minute increments commencing at the top of the hour on the clock (i.e., 12 o'clock).

"Close of the Business Day" means 5:00 PM EPT on a Business Day.

"Commission" means the Public Utilities Commission of Ohio.

"Committed Capacity" means 50 MW.

"Competitive Retail Electric Supplier" or "CRES," means a Person that (a) is a load serving entity in PJM, and (b) pursuant to Ohio law has been certificated to sell electric energy to end-users located within the State of Ohio.

"Contract Capacity Share" means the ratio calculated by dividing the Committed Capacity by the Facility Capacity in MW, expressed as a percentage. Purchaser's Contract Capacity Share is 16.45% of the Facility which has been calculated as 50 MW / 304 MW. The Contract Capacity Share will not change absent an amendment to the Agreement including but not limited to additions to the Facility of more than 304 MW of generation capacity.

"Contract Rate" means forty six dollars and fifty cents (\$46.50) per MWh, plus an annual escalator of two percent (2%) per year, applied on November 1, 2013 and each year thereafter.

"Contract Year" means each full calendar year of the Term, whether such calendar year is comprised of 365 or 366 Days, commencing with the calendar year in which the Delivery Period commences, subject to the Proration Factor.

"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.

“Delivery Period” means the period that commences at 0000 hours on November 1, 2012 and continues through the remainder of the Term.

“Dispute” shall have the meaning set forth in Section 10.9(A).

“Dispute Notice” shall have the meaning set forth in Section 10.9(A).

“Economic Curtailment” shall have the meaning set forth in Exhibit B.

“Economic Curtailment Energy” shall have the meaning set forth in Exhibit B.

“Electric Metering Device(s)” means all meters, submeters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to the Renewable Energy from the Facility.

“Eligible” means technically capable of production based on the then-existing design of the Facility (including equipment and interconnection) and under the applicable tariffs, rules and protocols of the Transmission Provider’s System then in effect.

“Emergency” means an emergency condition as defined under the Interconnection Agreement or the OATT.

“Energy” means three-phase, 60-cycle alternating current electric energy, expressed in MWh.

“EPT” means Eastern Prevailing Time.

“Event of Default” shall have the meaning set forth in Article 9.

“Facility” means Seller’s electric generating facility and Seller’s Interconnection Facilities, as identified and described in Article 3 and Exhibit A to this REPA, including all of the following, the purpose of which is to produce electricity and deliver such electricity to the Point of Delivery: Seller’s equipment, buildings, all of the generation facilities, including generators, turbines, step-up transformers, output breakers, facilities necessary to connect to the Point of Delivery, 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 REPA.

“Facility Availability” means, with respect to any twenty-four (24) consecutive month period, the amount, expressed as a percentage, equal to (a) the sum of all available hours for all turbines in the Facility, divided by (b) the product of (i) the number of turbines in the Facility and (ii) the number of hours in such twenty-four (24) consecutive month period.

“Facility Capacity” means 304 MW.

“FERC” means the Federal Energy Regulatory Commission.

“Force Majeure” shall have the meaning set forth in Article 11.

“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 or hydraulic control system trips and operator-initiated trips in response to Facility conditions or alarms.

“Future Beneficial Environmental Interests” shall have the meaning set forth in Section 8.3.

“GATS” means the Generation Attribute Tracking System administered by PJM Environmental Information Services, Inc. (“PJM-EIS”) and providing environmental and emissions attributes reporting and tracking services to its subscribers in support of renewable portfolio standards and other information disclosure requirements that may be implemented by Governmental Authorities. GATS tracks generation attributes and the ownership of the attributes as they are traded or used to meet standards of Governmental Authorities. GATS includes any successor tracking system or systems with the same or similar purpose administered by PJM-EIS.

“GATS Certificates” means certificates recognized by GATS and associated with the generation of electricity from the Facility.

“Good Utility Practice(s)” means the practices, methods, and acts (including the practices, methods, and acts engaged in or approved by a significant portion of the wind power generation industry, the Transmission Operator or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer’s recommendations, reliability, safety, environmental protection, economy, and expedition. Good Utility Practices are not intended to be the optimal practice, method or act to the exclusion of all others, but rather are intended to be any of the practices, methods or acts generally accepted in the region in which the Facility is located. With respect to the Facility, Good Utility Practice(s) includes taking reasonable steps to ensure that:

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

(B) sufficient operating personnel are available to operate the Facility on a 24 hour basis in accordance with reasonable wind industry operating practices for wind power generation equipment and are adequately experienced and trained and licensed as necessary to operate the Facility properly, efficiently, and in coordination with

Purchaser and are capable of responding to reasonably foreseeable Emergency conditions whether caused by events on or off the Site;

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

(D) Appropriate monitoring and testing are performed to determine that equipment is functioning as designed;

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

(F) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations of this type in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site (which are not Force Majeure events) and under both normal and reasonably anticipated Emergency conditions (which are not Force Majeure events).

"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.

"Interconnection Agreement" means among Seller (or its Affiliate) and the Interconnection Provider and the Transmission Operator for interconnection of the Facility to the Transmission Provider's System, together with all specification, appendices and schedules thereto, as such agreement may be amended or otherwise modified from time to time.

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

"Interconnection Provider" means the Transmission Operator or any Transmission Provider responsible for the operation of the Interconnection Facilities and

other equipment and facilities with which the Facility interconnects at the Point of Delivery.

“Locational Marginal Price” or “LMP” means the hourly integrated market clearing marginal price for Energy, including losses and congestion, at the Point of Delivery.

“Master Agreement” shall have the meaning as set forth in Section 8.1.

“Metered Output” means a portion of the instantaneous energy output, intermittent and variable within the hour, made available from the Facility at the Point of Delivery, as measured by the Electric Metering Devices installed at the Point of Delivery, which such portion shall be calculated as the total electrical energy output of the Facility, as measured by the Electric Metering Devices installed at the Metered Output Delivery Point, multiplied by Purchaser’s Contract Capacity Share.

“MW” means megawatt, an amount of power equal to 1,000 kilowatts or 1,000,000 watts.

“MWh” means megawatt-hour, an amount of power equal to 1,000 kilowatt-hours or 1,000,000 watt-hours.

“NERC” means the North American Electric Reliability Corporation.

“NERC Holiday” means every Day other than a Saturday or Sunday which the NERC declares to be a holiday for power scheduling purposes.

“Non-Power Attributes” means any characteristic of the Facility related to its benefits to the environment, including any avoided, reduced, displaced or off-set emissions of pollutants to the air, soil or water such as sulfur dioxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), mercury (Hg), particulates, and any other pollutant that is now or may in the future be regulated under federal, state or local pollution control laws, regulations or ordinances or any voluntary rules, guidelines or programs; and further include any avoided emissions of carbon dioxide (CO₂) and any other greenhouse gas (GHG) that contributes to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere. Non-Power Attributes do not include Renewable Energy Incentives and other federal, state or local tax credits, deductions and other tax benefits and financial incentives related to the ownership of the Facility or the sale to Purchaser of the output thereof.

“OATT” means the FERC filed Open Access Transmission Service Tariff of the Transmission Operator, as it may be amended and approved by FERC.

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

“Penalties” means penalties imposed by Governmental Authorities.

“Person” means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, Governmental Authority, or other entity.

“PJM” means PJM Interconnection, LLC.

“PJM Manuals and Agreements” means, collectively, (i) all instructions, rules, procedures and guidelines established by PJM, (ii) all documents and protocols issued by PJM and (iii) all agreements to which Seller, Purchaser or any Affiliates of Purchaser, on the one hand, and PJM, on the other hand, are parties, either bilaterally or in concert with other entities, as may be in effect from time to time, in each case for the operation, planning, and accounting requirements of PJM and the PJM Interchange Energy Market, including the OATT.

“Point of Delivery” means (a) for Renewable Energy, the Interconnection Provider’s interconnection point at the high-side of the transformer located at the Facility’s substation, as specified in Exhibit A, (b) for Capacity, the delivery point set forth in the PJM Agreements and the PJM Capacity Rules, (c) for future Ancillary Services, if any, the delivery point set forth in the PJM Agreements, and (d) for environmental attributes, the delivery point set forth in the GATS Operating Rules, if applicable, or otherwise as agreed to by Purchaser and Seller.

“Production Tax Credits” or “PTCs” means tax credits applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 45, or any substantially equivalent tax credits applicable to Seller based on its ownership or operation of the Facility or on the production and sale of Renewable Energy to the Purchaser.

“Proration Factor” means, if the Contract Year in which this REPA is terminated is less than a full calendar year, then, with respect to such Contract Year, an amount equal to a fraction, the numerator of which is the number of Days falling within the Delivery Period in such Contract Year, and the denominator of which is 365 or 366, as applicable to the calendar year that includes such Contract Year.

“Purchaser’s Facilities” means the applicable electrical service interconnection point between Purchaser’s load point and the PJM system.

“Reliability Curtailment” means any curtailment of delivery of Renewable Energy resulting from (i) an Emergency, (ii) any other order or directive of the Interconnection Provider or the Transmission Operator, which order or directive may be directly communicated to Seller by the Interconnection Provider, the Transmission Provider or the Transmission Operator or indirectly to Seller by Purchaser promptly upon receipt thereof.

“Renewable Energy” means the net electric Energy generated exclusively by the Facility from wind and delivered to the Point of Delivery as measured by the Electric Metering Devices installed pursuant to Section 4.5. Renewable Energy shall be of

a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

“Renewable Energy Certificate” or “REC” means any credit, certificate, allowance or similar right that is related to the Non-Power Attributes of the Facility, whether arising pursuant to law, regulation, certification, markets, trading, off-set, private transaction, renewable portfolio standards, voluntary programs or otherwise. Without limiting the generality of the foregoing definitions, RECs shall include GATS Certificates and must be generated by a facility located in Ohio and approved by the Commission as qualifying as a Renewable Energy Facility as set forth under Ohio Substitute Senate Bill 221.

“Renewable Energy Incentive” means: (a) federal, state, and local tax credits or other tax incentives associated with the construction, ownership, or production of electricity from the Facility (including Production Tax Credits, credits under Sections 38 and 45 of the Internal Revenue Code as in effect from time to time during the Term and any grants paid in lieu thereof); (b) any federal, state, and local governmental or nongovernmental payments, grants or other negotiable attributes relating in any way to the Facility or the output thereof; and (c) any other form of incentive that is not a Non-Power Attribute or Beneficial Environmental Attribute that is available with respect to the Facility.

“Renewable Energy Products” means, collectively, the Renewable Energy and Ancillary Services produced by the Facility and all of the associated Capacity, RECs and other Beneficial Environmental Interests.

“REPA” means this Renewable Energy Purchase Agreement between Seller and Purchaser, including the Exhibits attached hereto.

“Research Committee” shall have the meaning as set forth in Section 8.1.

“RFC” means the Reliability *First* Corporation, one of the eight regional reliability councils approved by the North American Electric Reliability Corporation (NERC).

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

“Seller’s Interconnection Facilities” means the equipment between the high side disconnect of the step-up transformer and the Point of Delivery, including all related relaying protection and physical structures as well as all Interconnection Facilities required to access the Transmission Provider’s System at the Point of Delivery, 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 high side of the step-up transformer it includes Seller’s load control

equipment as provided for in the Interconnection Agreement. This equipment is located within the Site and is conceptually depicted in Exhibit A to this REPA.

“Site” means the parcel or parcels 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 3.1 and Exhibit A to this REPA.

“Tax” or “Taxes” shall have the meaning set forth in Section 16.2(B).

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

“Transmission Operator” means PJM or any successor independent system operator, regional transmission operator or other transmission operator from time to time having authority to control the transmission Control Area to which the Facility is interconnected.

“Transmission Provider” means any Person or Persons that owns, operates or controls facilities used for the transmission of Energy from the Facility in interstate commerce.

“Transmission Provider’s System” means the contiguously interconnected electric transmission facilities, including Interconnection Provider’s Interconnection Facilities, over which the Transmission Provider has rights to provide for the bulk transmission of Capacity and Energy from the Point of Delivery.

“Wind Turbines” means those generating devices powered by the wind that are included in the Facility.

ARTICLE 2 TERM AND TERMINATION

This REPA shall become effective as of the date of its execution, and shall remain in full force and effect until October 31, 2032, subject to any early termination provisions set forth herein (the “Term”). Applicable provisions of this REPA 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 REPA, repayment of principal and interest associated with security funds, the indemnifications specified in this REPA, and the resolution of disputes between the Parties.

ARTICLE 3 FACILITY DESCRIPTION

3.1 Summary Description. The Facility consists of one hundred fifty-two (152) Gamesa G-90 Wind Turbines and associated equipment having an approximate designed maximum output of 304 MW. If Seller installs one or more additional phases at the Site, Seller shall, prior to operation of any Wind Turbines in any such phase, establish and receive approval from the Interconnection Provider of metering protocol that accurately allocates the output of the Facility among all nodes, either by the installation of submeters or the use of other technological methodology. Exhibit A to this REPA provides a detailed description of the Facility, including identification of the equipment and components, which make up the Facility.

3.2 Location. The Facility is located on the Site and is known as the Iberdrola Blue Creek Facility. The Facility is located in Paulding and Van Wert Counties, Ohio. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Point of Delivery and the location of the important ancillary facilities and Interconnection Facilities, is included in Exhibit A to this REPA.

3.3 General Design of the Facility. Seller has constructed the Facility in accordance with Good Utility Practice(s), the Interconnection Agreement and rules of the Transmission Operator, including the PJM Manuals and Agreements. During the Delivery Period, Seller shall maintain the Facility according to Good Utility Practice(s) and the Interconnection Agreement. In addition to the requirements of the Interconnection Agreement, the design of the Facility shall at all times include metering accurately the current transformers and voltage transformers located at the Point of Delivery (or some other point mutually agreed to by the Parties) as required to connect to the Electric Metering Devices.

ARTICLE 4 DELIVERY AND METERING

4.1 Seller's Obligations. Notwithstanding anything to the contrary in this REPA, Seller shall have no obligation to make Metered Output or Renewable Energy Products available to Purchaser for any period (a) in which Purchaser fails to take Metered Output or Renewable Energy Products from Seller, (b) in which Seller's obligation to make Metered Output available is reduced or excused pursuant to Section 4.7, (c) in which either Party's obligations are suspended due to Force Majeure, or (d) prior to the Delivery Period.

4.2 Purchaser's Obligations/Purchaser's CRES. Notwithstanding anything to the contrary in this REPA, the Parties acknowledge and agree that Purchaser shall have the responsibility to take all necessary actions and measures to ensure that Metered Output will be taken from the Point of Delivery and delivered to Purchaser's Facilities, including the ability to facilitate such a transaction in PJM. If during any period of the Delivery Period, a sub-account has not been established by a valid CRES pursuant to PJM Manuals and Agreements, Seller shall not be obligated to deliver Renewable Energy and associated Renewable Energy Products to Purchaser, and Purchaser shall pay to Seller an amount equal to the product of (a) the positive difference between (i) the Contract Rate minus (ii) the LMP applicable price during such period, and (b) the Metered

Output during such period. In the event Purchaser's CRES does create a sub-account and Seller tenders MWh to that sub-account, then Purchaser shall be obligated to pay Seller for each MWh so tendered at the Contract Rate, regardless of whether Purchaser has received the tendered MWh or its equivalent from the CRES.

4.3 Required Operation. Except to the extent the Facility is actually unavailable or limited (including in accordance with Good Utility Practice(s) and due to curtailments under Section 5.4(A), Seller shall operate the Facility to provide the Renewable Energy Products to Purchaser in all hours of the Delivery Period. Seller agrees that, notwithstanding anything herein to the contrary, Seller will not curtail or otherwise reduce deliveries of Renewable Energy Products in order to sell such Renewable Energy Products to other purchasers.

4.4 Delivery Arrangements.

(A) Prior to the commencement of the Delivery Period, Purchaser shall establish and shall maintain throughout the Term with PJM, a sub-account in PJM's Market Settlement systems for purposes of identification of Purchaser's Contract Capacity Share of the Renewable Energy Products and the operating reserves and other charges and credits for which Purchaser is responsible under Section 4.7. Seller will at all times be responsible for properly allocating Renewable Energy among Purchaser's sub-account and other sub-accounts at the Facility, and will use commercially reasonable efforts to avoid any sub-accounts allocation errors among the sub-accounts. In the event Purchaser discovers an error with respect to such sub-accounts allocation, Seller will promptly provide Purchaser with a report, together with detailed supporting documentation, summarizing the misallocation, the proper allocation and Seller's proposed resolution to avoid similar misallocations in the future. Seller will also provide a summary of any billing adjustments it intends to make pursuant to Section 7.1 in connection with such sub-account allocation error. Disputes regarding the misallocation of Renewable Energy among multiple sub-accounts will be resolved using the procedures set forth in Section 10.9.

(B) Seller shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver Purchaser's Contract Capacity Share of the Renewable Energy from the Facility to Purchaser at the Point of Delivery. Purchaser shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to receive Purchaser's Contract Capacity Share of the Renewable Energy at the Point of Delivery and deliver such Energy to points beyond the Point of Delivery.

(C) Seller shall be responsible for paying any and all transmission upgrade costs identified by the Transmission Operator as Seller's responsibility in order to designate the Facility as a Capacity Resource.

(D) Subject to Exhibit B, Seller shall supply Purchaser's CRES with the information necessary to permit Purchaser to efficiently integrate Purchaser's Renewable Energy at Purchaser's retail meter. If after the Effective Date Purchaser's CRES requires

more information for the purposes of this sub-section (D), Seller and Purchaser shall meet as soon as reasonably practicable to discuss in good faith what additional information Seller will provide to Purchaser's CRES.

4.5 Electric Metering Devices.

(A) Seller will comply with the terms and conditions of the Interconnection Agreement. The following provisions on Electric Metering Devices shall apply only to the extent they do not conflict with the performing Party's rights and obligations under the Interconnection Agreement or the OATT, as applicable.

(B) Seller shall provide Purchaser with reasonable advance notice of, and permit a representative of Purchaser to witness and verify, inspections and tests of the Electric Metering Devices, provided, however, that Purchaser shall not unreasonably interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. Upon request by Purchaser, Seller shall perform additional inspections or tests of any Electric Metering Device and shall permit a qualified representative of Purchaser to inspect or witness the testing of any Electric Metering Device, provided, however, that Purchaser shall not unreasonably interfere with or disrupt the activities of Seller and shall comply with all of Seller's safety standards. The actual expense of any such requested additional inspection or testing shall be borne by Purchaser, unless upon such inspection or testing an Electric Metering Device is found to register inaccurately by more than the allowable limits established in this Article, in which event the expense of the requested additional inspection or testing shall be borne by Seller. If requested by Purchaser in writing, Seller shall provide copies of any inspection or testing reports to Purchaser.

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

(D) If any Electric Metering Devices, or any Back-Up Metering, are found to be defective or inaccurate, they shall be adjusted, repaired, replaced, or recalibrated as near as practicable to a condition of zero error by the Party owning such defective or inaccurate device and at that Party's expense. The Party discovering such defect or inaccuracy shall promptly notify the other Party of such discovery.

4.6 Adjustment for Inaccurate Meters. The following provisions of this Section 4.6 shall apply only to the extent they do not conflict with the performing Party's rights and obligations under the Interconnection Agreement or the OATT, as applicable.

(A) If an Electric Metering Device, or Back-Up Metering, fails to register, or if the measurement made by an Electric Metering Device, or Back-Up Metering, is found upon testing to be inaccurate by more than one percent (1.0%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements by the inaccurate or defective Electric Metering Device, or Back-Up Metering, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(B) In the event that the Electric Metering Device is found to be defective or inaccurate, the Parties shall use the Back-Up Metering, if installed, to determine the amount of such inaccuracy, provided, however, that the Back-Up Metering has been tested and maintained in accordance with the provisions of this Article. If both Parties have installed Back-Up Metering, and the Back-Up Metering of both Parties is inaccurate by not more than one percent (1.0%) from the measurements made by the standard meter used in the test, the readings from the Back-Up Metering whose readings most closely conform with the measurements made by the standard meter shall be used. In the event that neither Party has installed Back-Up Metering, or the Back-Up Metering is also found to be inaccurate by more than one percent (1.0%) from the measurement made by the standard meter used in the test, the Parties shall estimate the amount of the necessary adjustment on the basis of deliveries of Renewable Energy from the Facility during periods of similar operating conditions when the Electric Metering Device was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

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

(D) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Purchaser, Purchaser shall use the corrected measurements as determined in accordance with this Article to recompute the amount due for the period of the inaccuracy and shall subtract the previous payments by Purchaser for this period from such re-computed amount. If the difference is a positive

number, the difference shall be paid by Purchaser to Seller; if the difference is a negative number, that difference shall be paid by Seller to Purchaser, or at the discretion of Purchaser, may take the form of an offset to payments due Seller by Purchaser (or by payment to Purchaser, if sufficient payments do not remain to offset). Payment of such difference by the owing Party shall be made not later than thirty (30) Days after the owing Party receives notice of the amount due, unless Purchaser elects payment via an offset.

4.7 Scheduling Arrangements.

(A) The node established pursuant to Section 4.4(A) shall be segregated in a separate sub-account or Seller's (or Seller's agent's) market participant account, which for avoidance of doubt will contain solely those charges and credits related to Purchaser's Contract Capacity Share, and the Parties will effectuate delivery and receipt of Renewable Energy Products at the Point of Delivery in accordance with the provisions of Exhibit B.

(B) Subject to the provisions of Section 2 of Exhibit B, Purchaser will be responsible for all imbalance costs, operating reserves, congestion charges, losses and all other PJM charges incurred by Seller (or Seller's agent) in connection therewith that Purchaser would have incurred if Purchaser was scheduling and effecting settlements in its own market participant account with respect to the Renewable Energy or Capacity, and receive all credits, associated with the deviation between the day-ahead award and the actual amount of Renewable Energy produced by the Facility from Purchaser's Contract Capacity Share of the Facility Capacity (as reflected in PJM's eMeter system), including the net difference between the day-ahead and real-time LMP associated with that deviation.

(C) Seller shall be responsible for all costs related to delivery of Renewable Energy to the Point of Delivery or to the extent any such costs are incurred as a result of the failure by Seller to curtail deliveries in connection with a Reliability Curtailment or, to the extent provided in Section 3 of Exhibit B, an Economic Curtailment. Purchaser shall be responsible for all imbalance costs, operating reserves and congestion costs incurred at the Point of Delivery and for delivery of its Contract Capacity Share of the Renewable Energy at and from the Point of Delivery, excluding any such costs arising from the failure by Seller to curtail deliveries in connection with a Reliability Curtailment or, to the extent provided in Section 3 of Exhibit B, an Economic Curtailment. To the extent either Party incurs such scheduling costs, imbalance costs or congestion costs which are the responsibility of the other Party, such costs shall be added to or shall be netted against the invoice for Renewable Energy.

ARTICLE 5 SALE AND PURCHASE OF RENEWABLE ENERGY

5.1 Sale and Purchase. Beginning on the first Day of the Delivery Period, Seller shall generate from the Facility, deliver to the Point of Delivery, and sell to Purchaser, and Purchaser shall purchase and pay for, at the Contract Rate, Purchaser's Contract Capacity Share of all Renewable Energy generated by the Facility and associated

Renewable Energy Products. To the extent Energy is delivered contrary to the Economic Curtailment requirements of Exhibit B or any Reliability Curtailment, Purchaser shall pay for such Energy at the rates provided herein, but such purchase price shall be reduced by all net costs (including any positive difference between the Contract Rate and the LMP) incurred by Purchaser as a result of using or disposing of any Energy deliveries contrary to such Economic Curtailment requirements of Exhibit B or Reliability Curtailment. The Parties acknowledge that delivery of any RECs shall not be required to commence until Purchaser has given notice to Seller of its GATS account information. Any accrued RECs shall be delivered as soon as practicable after Seller receives such GATS account information.

5.2 Title and Risk of Loss. As between the Parties, Seller shall be deemed to be in control of the Renewable Energy output from the Facility up to the Point of Delivery, and Purchaser shall be deemed to be in control of Purchaser's Contract Capacity Share of such Renewable Energy output from and after the Point of Delivery, but Purchaser will assign the rights of Purchaser's Contract Capacity Share of such Renewable Energy output from Seller to its designated CRES provider. Title and risk of loss related to the Renewable Energy and Renewable Energy Products delivered by Seller and assigned to Purchaser's CRES shall transfer from Seller to Purchaser's CRES at the Point of Delivery.

5.3 Curtailments.

(A) Seller shall at all times during the Term comply with the directives of the Transmission Operator, the Transmission Provider and the Interconnection Provider given pursuant to the Interconnection Agreement. In all cases of Reliability Curtailment, Seller shall reduce the net Energy delivered by the Facility at the Point of Delivery to the level directed by the Transmission Operator, the Transmission Provider or the Interconnection Provider, as applicable. Except as provided in Section 5.1, no compensation shall be due from Purchaser to Seller as a result of any curtailment of the Facility's generation arising from any Reliability Curtailment directed by the Transmission Operator, the Transmission Provider or the Interconnection Provider. The compensation that shall be paid by Purchaser to Seller during periods of Economic Curtailment shall be calculated in accordance with Exhibit B and will be Seller's sole compensation from Purchaser as a result of Economic Curtailment.

(B) Each Party agrees and acknowledges that (i) the damages that Seller would incur due to an Economic Curtailment would be difficult or impossible to predict with certainty, (ii) the amounts payable by Purchaser pursuant to the provisions of Exhibit B are a fair and reasonable calculation of such damages, and (iii) the required payment by Purchaser of such amounts shall be Seller's sole remedy for such curtailment. An Economic Curtailment shall not be an Event of Default.

5.4 Reductions for Curtailments. In the event of a Reliability Curtailment, Economic Curtailment, Force Majeure event, a Forced Outage, a Scheduled Outage/Derating or other planned or unplanned outage of the Facility, Seller shall

allocate the curtailment ratably among purchasers of Facility output, by delivering to Purchaser its Contract Capacity Share of the non-curtailed level of output.

5.5 Renewable Energy Incentives.

(A) If, for any reason, Seller does not receive the Renewable Energy Incentives for any period, the cost of Renewable Energy Products delivered to Purchaser under this REPA shall not be affected, and the risk of not obtaining the Renewable Energy Incentives shall be borne solely by Seller.

(B) Seller shall be entitled to all Renewable Energy Incentives, and Purchaser acknowledges that Seller has the right to sell or transfer the Renewable Energy Incentives, at any rate and upon any terms and conditions that Seller may determine in its sole discretion without liability to Purchaser hereunder. Purchaser shall have no claim, right or interest in such Renewable Energy Incentives or in any amount that Seller realized from the sale of such incentives.

5.6 Capacity and Future Ancillary Services.

(A) Purchaser's Contract Capacity Share of any Capacity that may exist from time to time during the Term shall exclusively and solely accrue to and be owned by Purchaser. Seller is under no obligation to take any action other than reasonable cooperation with Purchaser (including the filing of any necessary documents), if requested by Purchaser, to obtain any such benefits, and Purchaser shall reimburse Seller for any reasonable costs incurred by Seller at Purchaser's request in order to obtain such benefits.

(B) As of the Effective Date, Seller cannot, under PJM manuals and Agreements deliver Ancillary Services to Purchaser. If, in the future, Seller is able under PJM manuals and Agreements to deliver and sell Ancillary Services to Purchaser, then Seller shall, at Purchaser's expense, provide Ancillary Services requested by Purchaser to be provided by the Facility at the applicable time. If Seller receives a directive from PJM or is otherwise required by the Interconnection Agreement or Applicable Law to deliver Ancillary Services to other Persons, Seller shall pay to Purchaser the compensation, if any, received by Seller from any Person in respect of such Ancillary Services less the costs, if any, incurred by Seller in realizing that compensation, provided that, if the amount determined pursuant to this sentence is less than zero, then Purchaser shall pay to Seller the absolute value of such amount.

5.7 Facility Performance. Purchaser shall give reasonable notice to Seller if Purchaser believes that the Facility Availability is going to be less than seventy-five (75%) for any consecutive twenty-four (24) month period. Within fifteen (15) days of receipt of such notice, Seller shall calculate the projected Facility Availability for the entire twenty-four (24) month period using the availability percentage of that portion of the 24 month period that has already occurred, and if such calculated Facility Availability is less than seventy-five percent (75%), the Parties shall meet as soon as reasonably practicable to discuss in good faith mitigation strategies to achieve the original intent of

this REPA to receive approximately 146,000 MWh per year, assuming projected wind flows. Mitigation strategies may include (a) mutually agreed upon termination of this REPA, (b) replacement energy at a mutually agreed upon price, or (c) other strategies mutually agreed upon.

ARTICLE 6 PAYMENT CALCULATIONS

6.1 Payments at Contract Rate. Purchaser shall pay Seller for Purchaser's Contract Capacity Share of Renewable Energy delivered to Purchaser by Seller to the Point of Delivery (or tendered by Seller to the sub-account pursuant to Section 4.2) and for other Renewable Energy Products associated therewith during the Delivery Period at the Contract Rate.

6.2 No Payment Obligation. Except in the case of Economic Curtailment, for avoidance of doubt, Purchaser shall not be obligated to make any payment to Seller under Section 6.1 for any Energy which, regardless of reason or event of Force Majeure affecting either Party, (i) does not qualify as Renewable Energy, (ii) is not measured by the Electric Metering Device(s) installed pursuant to Section 4.5, as such measurement may be adjusted pursuant to Section 4.6, or (iii) is delivered to Purchaser at a location other than the Point of Delivery.

ARTICLE 7 BILLING AND PAYMENT

7.1 Billing Invoices. The monthly billing period shall be the calendar month. No later than ten (10) Business Days after the end of each calendar month, Seller shall provide to Purchaser electronically, an invoice for the amount due Seller by Purchaser for the services provided by Seller and purchased by Purchaser, under this REPA, during the previous calendar month billing period. Seller's invoice will show all billing parameters, Contract Rates, daily MWh deliveries and factors, and any other data reasonably pertinent to the calculation of monthly payments due to Seller. Seller's failure to timely provide Purchaser with the monthly invoice shall not waive Purchaser's responsibility for payment under the terms stated in Section 7.2 below.

7.2 Payments. Unless otherwise specified herein, payments due under this REPA shall be due and payable on or before the thirtieth (30th) Day following receipt of the billing invoice. Unless Seller directs Purchaser otherwise, all payments by Purchaser to Seller shall be made by electronic funds transfer. 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 using an annual interest rate equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such Day (or if not published on such Day on the most recent preceding Day on which published), plus two percent (2%). 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. Purchaser

will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by Seller.

7.3 Billing Disputes. Purchaser may dispute invoiced amounts on or prior to the second (2nd) anniversary of the issuance of the invoice related to such invoiced amounts, but shall pay to Seller 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 10.9. When the billing dispute is resolved, the Party owing shall pay the amount owed within thirty (30) 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 7.2 from the date such amount was originally due. Purchaser and Seller at any time may offset against any and all amounts that may be due and owed to the other Party under this REPA any amounts that are owed by such other Party to Purchaser or Seller, as applicable, pursuant to this REPA including damages and other payments. Undisputed and non-offset portions of amounts invoiced under this REPA shall be paid on or before the due date or shall be subject to the late payment interest charges set forth in Section 7.2.

ARTICLE 8 OPERATIONS AND MAINTENANCE

8.1 Facility Operation. Seller shall staff, control, and operate the Facility consistent at all times with Good Utility Practice(s). Personnel capable of starting, operating, and stopping the Facility shall be available, either at the Facility or capable of remotely starting, operating and stopping the Facility within fifteen (15) minutes and capable of being at the Facility as soon as practicable. In all cases, personnel capable of starting, operating, and stopping the Facility shall be continuously reachable by phone or pager.

(A) Cooperation for Research. The Parties agree to negotiate in good faith on or after January 1, 2013, but no later than March 31, 2013, a master agreement with respect to information sharing and other forms of research support by Purchaser (the "Master Agreement"). Purchaser acknowledges that such shared information, which may include the following types of information, may be trade secret information (as identified and marked as such by Seller), and Purchaser shall take appropriate steps to protect the confidentiality of such information:

(1) Data. Access to data including: (i) near real-time Electric Metering Device data for the entire Facility and on an individual turbine basis, which shall be provided to Purchaser through password access to Seller's internet-based system that provides near real-time Electric Metering Device data for the Facility's Metered Output (such near real-time data shall be provided at a mutually agreed level of granularity that is commercially reasonable for Seller); and (ii) wind speed data from met towers for the entire Facility at a mutually agreed level of granularity that is commercially reasonable for Seller.

(2) Market Information. Access to market information including (i) price and metered quantity data (as provided by PJM through Purchaser's sub-account); and (ii) historical site specific forecasts of anticipated Facility generation (on a MWh basis) used in the scheduling/selling of Metered Output into the day-ahead market.

Additionally, Seller shall endeavor to provide research funding support, which may include, in Seller's sole discretion, in-kind, monetary or other forms of support by Seller or an Affiliate of Seller.

(B) Each Party shall appoint representative(s) to meet at least once annually to discuss research opportunities with respect to the Facility (the "Research Committee"). Such prospective research opportunities, may include but shall not be limited to access to information on the physical aspects of the Facility's wind turbines including: (i) gear operations over time; (ii) noise and noise abatement, measures; (iii) structural analysis of mast and blades over time; and (iv) ecological studies, and may also include physical access to the Facility to observe items (i) –(iv) or for other purposes pursuant to any task order. Any agreement to provide any information described in this Section 8.1 or otherwise agreed by the Research Committee shall be defined in a task order pursuant to the Master Agreement.

(C) As soon as practicable after implementation of Seller's new reporting system (as of the Effective Date, anticipated to occur during calendar year 2013), Seller shall provide near real-time data relating to the Metered Output delivered to Purchaser.

8.2 Reliability Standards. Seller shall operate the Facility in a manner that complies with all national and regional reliability standards, including standards set by the Transmission Operator, RFC, NERC and the FERC, or any successor agencies setting reliability standards for the operation of generation facilities. To the extent that Seller does not operate the Facility in accordance with such standards that result in monetary penalties being assessed to Purchaser by the Transmission Operator, RFC, NERC, or the FERC, Seller shall reimburse Purchaser for its share of such monetary penalties.

8.3 Beneficial Environmental Interests. The Parties acknowledge that future or existing legislation or regulation may create value in the ownership, use or allocation of the Beneficial Environmental Interests of the Facility during the Term that do not exist as of the date of execution of this REPA ("Future Beneficial Environmental Interests"). In such event, Purchaser shall own or be entitled to claim Purchaser's Contract Capacity Share of such Future Beneficial Environmental Interests. If Purchaser elects to claim such Future Beneficial Environmental Interests and changes to the Project are required to qualify for such Future Beneficial Environmental Interests, Purchaser shall notify the Seller of such changes. Any additional costs allocable to Purchaser associated with the sale, purchase, transfer, qualification, verification, registration and ongoing compliance for such Future Beneficial Environmental Interests in excess of one hundred thousand dollars (\$100,000) shall be borne by Purchaser in accordance with the following: (i) if such activities are undertaken solely to make sales of such Future Beneficial Environmental Interests from the Facility to Purchaser, then Purchaser shall bear one hundred percent (100%) of the costs; and (ii) if such activities are undertaken to make

sales of such Future Beneficial Environmental Interests from the Facility to Purchaser and other Persons, then Purchaser shall bear such costs on a pro rata basis. Seller shall deliver a good faith estimate of such additional costs to Purchaser prior to incurring such costs, and following receipt of such estimate, Purchaser shall notify Seller of its continued election to purchase the Future Beneficial Environmental Interests; provided, that if the additional costs exceed Seller's good faith estimate by more than twenty percent (20%), Purchaser shall have the right to notify Seller of its election not to purchase such Future Beneficial Environmental Interests, and Seller shall not incur any new additional costs. For the avoidance of doubt, Purchaser shall remain liable to Seller for all costs in excess of one hundred thousand dollars (\$100,000) incurred prior to Seller's receipt of Purchaser's notice of Purchaser's election not to purchase such Future Beneficial Environmental Interests. For the avoidance of doubt, the provisions of this Section 8.3 shall not apply to Seller's obligations under Section 8.4.

8.4 REC Certification.

(A) Seller shall be responsible for causing the GATS Certificates delivered under this REPA to meet all requirements for entry into GATS and as otherwise specified by the PJM-EIS. Seller shall be responsible for registering and maintaining compliance during the duration of this REPA with GATS and the PJM-EIS and will be responsible for timely delivery as allowed by GATS and the PJM-EIS.

(B) Seller shall, at its own cost, take all actions necessary to register for and maintain participation in any applicable system or program established by the federal Governmental Authority or the State of Ohio to monitor, track, certify or trade RECs. To the extent necessary, Seller shall assign to Purchaser all rights, title and authority for Purchaser to register, own, hold and manage certificates that represent RECs in Purchaser's own name and to Purchaser's account, including any rights associated with any such renewable energy information or tracking system that may be established with regard to monitoring, tracking, certifying, or trading such RECs. Upon the request of Purchaser from time to time, at no cost to Purchaser, (i) Seller shall deliver or cause to be delivered to Purchaser such attestations/certifications of RECs as may be required to comply with any such certification system or program, and (ii) Seller shall provide full cooperation in connection with Purchaser's registration and certification of RECs.

8.5 Public Statements/Other Use. Without the written consent of Purchaser, Seller shall not (1) use the Purchaser's Contract Capacity Share of the Facility's Beneficial Environmental Interests to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable energy portfolio standard or other renewable energy mandate or (2) advertise, market, sell, retire, convey or otherwise transfer or seek to transfer the Purchaser's Contract Capacity Share of the Facility's Beneficial Environmental Interests, which rights are expressly reserved to Purchaser during the Term of this REPA.

(A) Neither party shall have the right to issue or make any public announcement, press release or statement regarding this Agreement unless the Parties jointly issue such public announcement, press release or statement or, before releasing a

public announcement, press release or statement, such Party furnishes the other Party with a copy of such announcement, press release or statement, and obtains the other Party's approval, such approval not to be unreasonably withheld, conditioned or delayed; provided that notwithstanding any failure to obtain such approval, no Party shall be prohibited from issuing or making any such public announcement, press release or statement if it is necessary to do so in order to comply with Applicable Laws, legal proceedings or the rules and regulations of any stock exchange having jurisdiction over such Party.

(B) The Seller will not use, directly or by implication, the name or likenesses of The Ohio State University or the name or likeness of any member of the staff thereof, in any publicity or advertising unless copy is submitted to and written approval is provided by the Ohio State Office of Trademark and Licensing.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Events of Default of Seller

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

- (1) Seller's dissolution or liquidation;
- (2) Seller's assignment of this REPA or any of its rights hereunder for the benefit of creditors;
- (3) Seller's filing of a 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 Seller voluntarily taking advantage of any such law or act by answer or otherwise; or
- (4) The sale by Seller to a third party, or diversion by Seller for any use, of Renewable Energy Products committed to Purchaser by Seller.

(B) Seller's failure to make any payment required under this REPA (net of any other rights of offset that Seller may have pursuant to this REPA), shall constitute an Event of Default of Seller if not cured within ten (10) Days after the date of written notice from Purchaser to Seller as provided for in Section 10.1:

(C) Any of the following shall constitute an Event of Default of Seller if not cured within thirty (30) Days after the date of written notice from Purchaser to Seller as provided for in Section 10.1:

(1) Abandonment;

(2) Seller's failure to maintain in effect any agreements required to deliver the Renewable Energy committed to Purchaser hereunder to the Point of Delivery pursuant to Section 4.4, including the Interconnection Agreement;

(3) Seller's failure to comply with any material obligation under this REPA, other than as expressly specified in this Article 9, which would result in a material adverse impact on Purchaser shall constitute an Event of Default of Seller if not cured within thirty (30) Days after the date of written notice from Purchaser to Seller as provided for in Section 10.1;

(4) Seller's assignment of this REPA, or Seller's sale or transfer of its interest, or any part thereof, in the Facility, except as permitted in accordance with Article 15; or

(5) Any representation or warranty made by Seller in this REPA shall prove to have been false in any material respect when made, except to the extent expressly limited to the time 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 Purchaser, and shall constitute an Event of Default of Seller if not cured within thirty (30) Days after the date of written notice from Purchaser to Seller as provided for in Section 10.1.

(6) Failure to provide a reasonable mitigation plan in the event of a Facility Availability failure in accordance with the criteria established in Section 5.7.

9.2 Events of Default of Purchaser.

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

(1) Purchaser's dissolution or liquidation;

(2) Purchaser's assignment of this REPA or any of its rights hereunder for the benefit of creditors;

(3) Purchaser's filing of a 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 Purchaser voluntarily taking advantage of any such law or act by answer or otherwise; or

(4) Purchaser's assignment of this REPA, except as permitted in accordance with Article 15.

(B) Purchaser's failure to make any payment due hereunder (net of any other rights of offset that Purchaser may have pursuant to this REPA) shall constitute an

Event of Default of Purchaser if not cured within ten (10) Days after the date of written notice from Seller to Purchaser as provided for in Section 10.1.

(C) Purchaser's failure to comply with any material obligation under this REPA, other than as otherwise expressly specified in this Article 9, which would result in a material adverse impact on Seller, shall constitute an Event of Default of Purchaser if not cured within thirty (30) Days after the date of written notice from Seller to Purchaser as provided for in Section 10.1.

(D) Any representation or warranty made by Purchaser in this REPA shall prove to have been false in any material respect when made, except to the extent expressly limited to the time when made, or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse impact on Seller, and shall constitute an Event of Default of Purchaser if not cured within thirty (30) Days after the date of written notice from Seller to Purchaser as provided for in Section 10.1.

9.3 Damages Prior to Termination. For all breaches or Events of Default, the non-breaching or non-defaulting Party shall be entitled to receive from the breaching or defaulting Party its actual, direct damages resulting from such breach or Event of Default.

9.4 Termination. Upon the occurrence of an Event of Default which has not been cured within the applicable cure period and is continuing, the non-defaulting Party shall have the right to declare, by giving notice to the defaulting, a date no less than one (1) Day and no more than thirty (30) Days after the date of such notice upon which this REPA shall terminate. Neither Party shall have the right to terminate this REPA 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 REPA. The non-defaulting Party shall be entitled to receive from the defaulting Party, all of the actual damages incurred by the non-defaulting Party as a result of such termination, as applicable, incurred by the non-defaulting Party as a result of the termination of this REPA.

9.5 Remedies Cumulative. Subject to the exclusivity of the limitations on damages set forth in Sections 9.4 and 9.7, each right or remedy of the Parties provided for in this REPA shall be cumulative of and shall be in addition to every other right or remedy provided for in this REPA, 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.

9.6 Waiver and Exclusion of Other Damages. The Parties confirm that the express remedies and measures of damages provided in this REPA satisfy the essential purposes hereof. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct, actual damages only. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR CONTRACT (EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN). 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.

9.7 Payment of Damages. Without limiting any other provisions of this Article 9 and at any time before or after termination of this REPA, the non-defaulting Party may send the other Party an invoice for such damages or other amounts as are due to the non-defaulting Party at such time from the defaulting Party under this REPA and such invoice shall be payable in the manner, and in accordance with the applicable provisions, set forth in Article 8, including the provision for late payment charges.

9.8 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 REPA.

ARTICLE 10 CONTRACT ADMINISTRATION AND NOTICES

10.1 Notices in Writing. Notices required by this REPA shall be addressed to the other Party 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 REPA to be given by one Party to the other Party shall be in writing. It shall either be hand delivered or mailed, postage prepaid, to the representative of said other Party. If mailed, the notice, request, consent or other communication shall be simultaneously sent by facsimile or other electronic means. Any such notice, request, consent, or other communication shall be deemed to have been received by the Close of the Business Day on which it was hand delivered or transmitted electronically (unless hand delivered or transmitted after such close in which case it shall be deemed received at the close of the next Business Day). Real-time or routine communications concerning Facility operations shall be exempt from this Section 10.1.

10.2 Representative for Notices. Each Party shall maintain a designated representative to receive notices. 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.

10.3 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 REPA 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 REPA.

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

10.5 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 REPA, including such records as may be required by state or federal regulatory authorities and the Transmission Operator in the prescribed format.

10.6 Billing and Payment Records. To facilitate payment and verification, Seller and Purchaser shall keep all books and records necessary for billing and payments in accordance with the provisions of Article 8 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 or at the notice address listed in Exhibit C. For audit and verification purposes, Seller will grant Purchaser read-only access to the PJM eSuite accounts for the node associated with the PJM charges and credits for the Renewable Energy Products from Purchaser's Contract Capacity Share of the Facility Capacity.

10.7 Examination of Records. Seller and Purchaser may examine the financial and Operating Records and data kept by the other Party relating to transactions under and administration of this REPA, at any time during the period the records are required to be maintained, upon request and during normal business hours.

10.8 Exhibits. Either Party may change the information for their notice addresses in Exhibit C at any time upon written notice to but without the approval of the other Party. All other Exhibits may only be modified by the mutual agreement of Seller and Purchaser.

10.9 Dispute Resolution

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

(B) Seller acknowledges that since Purchaser is a state entity original jurisdiction may rest exclusively with the Ohio Court of Claims.

ARTICLE 11 FORCE MAJEURE

11.1 Definition of Force Majeure.

(A) The term “Force Majeure”, as used in this REPA, means causes or events beyond the reasonable control of the Party claiming Force Majeure and which (i) could not be reasonably anticipated as of the date of this REPA, (ii) could not be avoided, prevented or removed by such Party’s use of commercially reasonable efforts and (iii) are not caused by or result from the negligence or breach or failure of such Party to perform its obligations hereunder and the affected Party has taken all reasonable precautions, care and alternative measures to avoid or mitigate the effects thereof in accordance with applicable Law and Good Utility Practices. So long as the requirements of the preceding sentence are met, causes and events of Force Majeure include 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 the Facility or significantly impair its operation for a period of time longer than normally encountered under comparable circumstances; full or partial reduction in the electric output of the Facility caused by defective equipment or equipment failure due to equipment design defects or serial defects or equipment manufacturing defects; long-term material changes in wind flows across the Facility; 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, in its capacity as vendor, materialman, customer, or supplier of Seller, unless such acts or omissions are themselves excused by reason of Force Majeure; or (ii) changes in market conditions that affect the cost of Purchaser’s or Seller’s supplies, or that affect demand or price for any of Purchaser’s or Seller’s products.

11.2 Applicability of Force Majeure.

(A) Other than as set forth in Section 11.3, neither Party shall be responsible or liable for any delay or failure in its performance under this REPA (other than the obligation to make payment of amounts due and payable under this REPA), 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 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 REPA, that Party shall give the other Party prompt written notice to that effect.

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

11.3 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 REPA beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure prevents the performance of a Party's obligations hereunder in any material respect and continues for an uninterrupted period of three hundred sixty-five (365) Days from its occurrence or inception, as noticed pursuant to Section 11.2(A), either Party may, at any time following the end of such three hundred sixty-five (365) Day period, terminate this REPA upon written notice to the other Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination.

ARTICLE 12 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(A) Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oregon. 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 assets, and to execute, deliver, and perform its obligations under this REPA.

(B) The execution, delivery, and performance of its obligations under this REPA by Seller have been duly authorized by all necessary limited liability company 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 Purchaser 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 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 REPA;

(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 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 REPA;
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 REPA) upon or with respect to any of the assets 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 REPA.

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

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

(E) To the best knowledge of Seller, and except for those permits, consents, approvals, licenses and authorizations 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 REPA have been duly obtained and are in full force and effect.

(F) Seller shall comply with all applicable local, state, and federal laws, regulations, and ordinances, including applicable equal opportunity and affirmative action requirements and all applicable federal, state, and local environmental laws and regulations presently in effect or which may be enacted during the Term of this REPA.

(G) As of the Effective Date, Seller represents to Purchaser that the Facility qualifies as a certified Ohio Renewable Energy Resource Generating Facility as defined in Section 3706.25(E) of the Ohio Revised Code as in effect on the Effective Date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS

REPRESENTATION, SELLER MAKES NO WRITTEN OR ORAL REPRESENTATION, WARRANTY, OR COVENANT EITHER EXPRESS OR IMPLIED, REGARDING THE CURRENT OR FUTURE EXISTENCE OF ANY RENEWABLE ENERGY CERTIFICATE, OR CAPACITY ATTRIBUTES OR ANY LAW GOVERNING THE EXISTENCE OF ANY RENEWABLE ENERGY CERTIFICATES OR CAPACITY ATTRIBUTES UNDER THIS AGREEMENT OR OTHERWISE OR THEIR CHARACTERIZATION OR TREATMENT UNDER APPLICABLE LAW OR OTHERWISE.

(H) Seller is a member of PJM.

(I) Seller has made all necessary filings and applications with Governmental Authorities for accreditation and participation in GATS and in any applicable federal and Ohio REC certification program pursuant to Section 8.4.

12.2 Purchaser's Representations, Warranties and Covenants. Purchaser hereby represents and warrants as follows:

(A) Purchaser is a state institution of higher education and has all requisite power and authority to execute, deliver, and perform its obligations under this REPA.

(B) The execution, delivery, and performance of its obligations under this REPA by Purchaser have been duly authorized by all necessary university officials and will not:

(1) require consent or approval of the University's Board of Trustees;

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

(3) result in a breach or constitute a default under Purchaser's university charter or bylaws, or under any agreement relating to the management or affairs of Purchaser, or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which Purchaser is a party or by which Purchaser 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 Purchaser to perform its obligations under this REPA; 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 REPA) upon or with respect to any of the assets or properties of Purchaser 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 Purchaser to perform its obligations under this REPA.

(C) This REPA is a valid and binding obligation of Purchaser.

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

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

ARTICLE 13 LIABILITY OBLIGATIONS

13.1 Liability Obligations of Purchaser. Purchaser assumes full responsibility for Renewable Energy furnished to Purchaser at the Delivery Point(s) and on Purchaser's side of the Delivery Point(s).

13.2 Liability Obligation of the Seller. Seller assumes full responsibility for Renewable Energy furnished to Purchaser before the Delivery Point(s).

ARTICLE 14 LEGAL AND REGULATORY COMPLIANCE

14.1 Compliance with Laws. Each Party shall at all times comply with all laws, ordinances, rules, and regulations applicable to it, except for any non-compliance which, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its commitments hereunder. As applicable, each Party shall give all required notices, shall procure and maintain all permits, licenses, and inspections required by any Governmental Authority and necessary for performance of this REPA, and shall pay its respective charges and fees in connection therewith.

14.2 Cooperation. Each Party shall cooperate with the other Party in providing such information as may be reasonably requested, to the extent permitted by applicable law and subject to such confidentiality and use limitations as the providing Party may reasonably require, to the extent that the requesting Party requires the same in order to fulfill any regulatory reporting requirements, or to assist the requesting Party in litigation, including administrative proceedings before utility regulatory commissions.

14.3 Removal of Facility. Upon permanent cessation of generation of Renewable Energy from the Facility, Seller shall decommission the Facility, remove the Facility and remediate the Site as, if and when required by law.

ARTICLE 15
ASSIGNMENT AND SUBCONTRACTING

15.1 Assignment.

(A) Restriction of Assignments. Except as otherwise provided below, neither Party may assign this REPA without the other Party's prior written consent, such consent not to be unreasonably delayed, conditioned or withheld. The nonassigning Party shall have the right to withhold its consent if the other Party proposes to assign its rights or delegate its duties under this REPA to any Person that does not meet reasonable credit requirements. Any assignment in violation of this provision shall be void.

(B) Seller's Assignment Without Consent. Notwithstanding the foregoing or anything expressed or implied in this REPA to the contrary, Seller shall have the right to, without the Purchaser's prior written consent, assign this REPA (i) to a purchaser of all or substantially all of the assets of Seller; (ii) to a Seller Affiliate; or (iii) in connection with a merger of Seller with another Person or any other transaction resulting in a direct or indirect change of control of Seller.

(C) Assumption by Assignee; No Release from Liabilities. Any permitted assignee or transferee of Seller's interest in this REPA shall assume Seller's existing and future obligations to be performed under this REPA. Unless the Parties otherwise agree, upon any permitted assignment by Seller of this REPA to an assignee that satisfies reasonable credit requirements and such assignee's written assumption of this REPA, Seller shall be released from the performance of its obligations under this REPA for the period from and after the date of such assignment and assumption.

15.2 Subcontracting. Seller may subcontract its duties or obligations under this REPA without the prior written consent of Purchaser, provided, that no such subcontract shall relieve Seller of any of its duties or obligations hereunder.

ARTICLE 16
MISCELLANEOUS

16.1 Waiver. Failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this REPA, or to take advantage of any of its rights thereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

16.2 Taxes

(A) Each Party shall use reasonable efforts to implement the provisions of and to administer this REPA in accordance with the intent of the Parties to minimize all Taxes, so long as neither Party is materially adversely affected by such efforts.

(B) Seller shall pay or cause to be paid (and shall indemnify and hold Purchaser harmless from and against) all sales, use, excise, ad valorem, transfer and

other similar taxes that are imposed by any taxing authority (individually, a "Tax" and collectively, "Taxes") on or with respect to the Facility or the sale of Renewable Energy Products incurred prior to the delivery of Renewable Energy Products to the Point of Delivery. Purchaser shall pay or cause to be paid (and shall hold Seller harmless from and against) all Taxes on or with respect to the sale of Renewable Energy Products incurred upon and after the delivery of Renewable Energy Products to the Point of Delivery (other than ad valorem, franchise, income, or commercial activity taxes, and transactional taxes or fees imposed by law on the Seller that are related to the sale of Renewable Energy Products and are, therefore, the responsibility of the Seller). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, the responsible Party shall promptly reimburse the other for such Taxes.

(C) In the event any of the sales of Renewable Energy Products hereunder are exempt or excluded from any particular Tax(es) payable by Purchaser, Purchaser shall provide Seller with all necessary documentation within thirty (30) days after the execution of this REPA to evidence such exemption or exclusion (or, with regard to any such Tax(es) enacted after the date of this REPA, Purchaser shall provide Seller with such documentation before the date on which the enactment requires the delivery of documentation to Seller in order to effect an exclusion or exemption from such Tax(es)). In the event Purchaser does not provide such documentation, then Purchaser shall indemnify, defend and hold Seller harmless from any liability with respect to Tax(es) to which Purchaser is exempt or excluded.

16.3 Fines and Penalties

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

(B) If fees, fines, penalties, or costs are claimed or assessed against either Party by any Governmental Authority due to noncompliance by the other Party with this REPA, any requirements of law with which compliance is required by this REPA, any permit or contractual obligation, or, if the work of the other Party or any of its contractors or subcontractors is delayed or stopped by order of any Governmental Authority due to the other Party's noncompliance with any requirements of law with which compliance is required by this REPA, permit, or contractual obligation, penalized Party shall hold other Party harmless against any and all reasonable losses, liabilities, damages, and claims suffered or incurred by other Party, including claims made by third parties against other Party, except to the extent other Party recovers any such losses, liabilities or damages through other provisions of this REPA.

16.4 Rate Changes. The terms and conditions and the rates for service specified in this REPA shall remain in effect for the term of the transaction described herein. Absent

the Parties' written agreement, this REPA shall not be subject to change by application of either Party pursuant to Section 205, 206 or 306 of the Federal Power Act.

Absent the agreement of all parties to the proposed change, the standard of review for changes to this REPA whether proposed by a Party, a non-party, or the Federal Energy Regulatory Commission acting sua sponte shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956), as clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008) (the "Mobile-Sierra doctrine), or such other standard of review permissible to preserve the intent of the parties pursuant to this Section to uphold this REPA without modification.

16.5 Disclaimer of Third Party Beneficiary Rights. In executing this REPA, Purchaser 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. Except with respect to the Consent and Agreement, nothing in this REPA 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 REPA.

16.6 Relationship of the Parties.

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

(B) Seller shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform its obligations under this REPA, 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 Purchaser for any purpose; nor shall Seller represent to any Person that he or she is or shall become a Purchaser employee.

16.7 Equal Employment Opportunity Compliance Certification. Seller acknowledges that Purchaser 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 Purchaser. Seller shall comply with all applicable equal opportunity and affirmative action federal laws, executive orders, and regulations, including, if applicable, 41 C.F.R. §60-1.4(a)(1-7).

16.8 Survival of Obligations. Cancellation, expiration, or earlier termination of this REPA shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration, or termination, prior to the term of the applicable statute of

limitations, including warranties, remedies, or indemnities, which obligations shall survive for the period of the applicable statute(s) of limitation.

16.9 Severability. In the event any of the terms, covenants, or conditions of this REPA, 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 REPA and their application not adversely affected thereby shall remain in force and effect; provided, however, that Purchaser and Seller shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this REPA with a view toward effecting the purposes of this REPA 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.

16.10 Complete Agreement; Amendments. The terms and provisions contained in this REPA and the Master Agreement, if any, and any related task orders pursuant to such Master Agreement constitute the entire agreement between Purchaser and Seller with respect to the Facility and shall supersede all previous communications, representations, or agreements, either verbal or written, between Purchaser and Seller with respect to the sale of Renewable Energy Products from and associated with the Facility. This REPA may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto.

16.11 Binding Effect. This REPA, 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.

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

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

16.14 Governing Law. The interpretation and performance of this REPA and each of its provisions shall be governed and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions.

16.15 Confidentiality. The Parties acknowledge that Seller in the course of fulfilling its obligations under this Agreement may have to share information that qualifies as a trade secret and which is entitled to confidential treatment. In the event that any information Seller turns over to Purchaser is considered a trade secret by Seller, Seller shall mark such information be it in hard copy or electronic as "Confidential". All information received by the Purchaser marked Confidential, whether printed, written or oral shall be held in confidence and used only for the business purpose for which it was

provided, except to the extent the Confidential Information, in the Purchaser's judgment, is required to be disclosed pursuant to (a) a public records request pursuant to O.R.C. 149.43 or other legal authority; (b) subpoena or order of a regulatory agency or court of law; or (c) the Open Meetings Act, O.R.C. 121.22. The Purchaser will notify the Company in writing of any request for release of Confidential Information at least three business days prior to releasing such information so that Seller may take any steps necessary to protect its trade secrets.

Either Party may disclose Confidential Information to its attorney, financial advisor, or other third party on a need to know basis, provided that such third party is aware of the provisions set forth in this Paragraph and agrees to be bound by it, and the non-disclosing Party consents to such disclosure, such consent not to be unreasonably withheld.

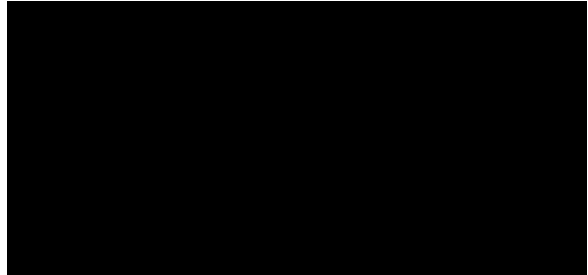
16.16 Forward Contract. The Parties acknowledge and agree that this REPA and the transactions contemplated by this REPA constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

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IN WITNESS WHEREOF, the Parties have executed this REPA.

Seller:

BLUE CREEK WIND FARM LLC



Purchaser:

THE OHIO STATE UNIVERSITY

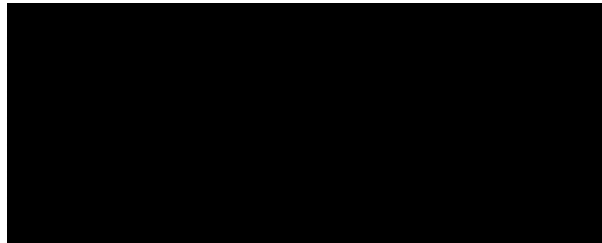
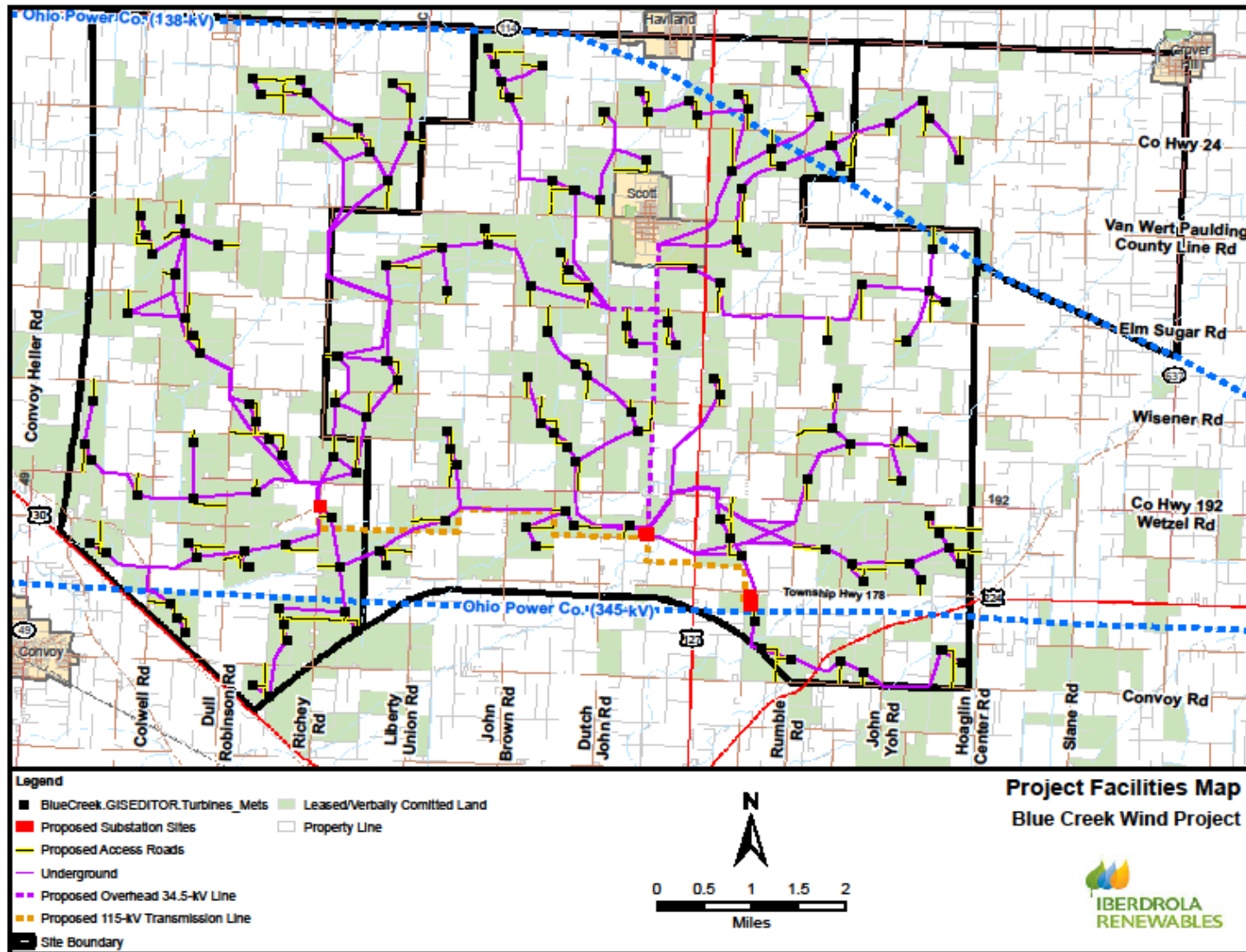


EXHIBIT A

FACILITY DESCRIPTION, SITE MAPS AND POINT OF DELIVERY



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Modify Date: 3/4/2010

EXHIBIT B

SCHEDULING AND BIDDING OF THE FACILITY

Section 1. Responsibilities of the Parties.

(a) As of the date of this REPA and continuing throughout the Term, Purchaser hereby irrevocably designates, constitutes and appoints Seller as its true and lawful agent for the specific and limited purpose of performing or securing the performance of the functions described in this Exhibit B with respect to and in accordance with the scheduling and bidding requirements under this REPA.

(b) As between Purchaser and Seller, Seller shall be the single point of contact for PJM for the operation of the Facility in PJM (including serving as the PJM “all-call” contact for dispatch). Seller shall submit Facility schedules to PJM and perform other activities required of an entity that, with regard to scheduling, bidding, and dispatch, represents a generation resource, including, if required in the future by PJM manuals and Agreements, bidding into the PJM market and offering Ancillary Services from the Facility. Seller shall also comply with all PJM requirements and performance obligations under the PJM Manuals and Agreements, in each case, with respect to the submission of data for the entire Facility in PJM’s eDART and eGADS systems and any other required PJM eSuite application associated with the Facility. Seller shall grant Purchaser full read-only access to eMKT, eMTR, eDART, eGADS, eSchedule and any other PJM eSuite application associated with the Facility, and Seller shall authorize Purchaser’s access to such information through PJM’s Client Account Manager.

(c) Seller shall bid and schedule the Facility in accordance with PJM requirements, including those set forth in PJM Manual 11, the OATT and any other applicable PJM Manuals and Agreements.

(d) The Parties agree to cooperate, using procedures established by PJM, to (i) establish a sub-account in PJM’s Market Settlement systems for Purchaser to account for Purchaser’s Share of the Energy to be delivered to Purchaser under this REPA; and (ii) register the Facility with PJM as a “Joint Owned Unit” (as defined in the PJM Manuals and Agreements) and, in such registration, shall direct PJM to deposit (A) Purchaser’s Contract Capacity Share of all credits and charges associated with the Energy and Ancillary Services from the Facility into Purchaser’s PJM Settlement Account of Purchaser’s choosing and (B) Purchaser’s Contract Capacity Share of all credits and charges associated with the Capacity from the Facility to Purchaser’s PJM Capacity Account, as designated by Purchaser. In the event Seller receives any portion of Purchaser’s Contract Capacity Share of such credits and charges, Seller shall hold such funds in trust for the benefit of Purchaser and shall promptly transfer such funds to Purchaser. Purchaser shall be responsible for all PJM charges associated with such Purchaser’s accounts.

(e) Except to the extent duplicative of the PJM settlement process, Seller shall provide all accounting and reconciliation services with respect to the Energy and Ancillary Services from the Facility, consistent with Good Utility Practices and/or any PJM requirements (including those set forth in the PJM Manuals and Agreements).

(f) Seller shall maintain complete and accurate records of the scheduled and delivered Energy and Ancillary Services, showing the quantity, time of delivery, bid and received price, relevant market, and any other relevant characteristic, in accordance with Good Utility Practices and/or any PJM requirements (including the PJM Manuals and Agreements).

(g) Seller shall perform its scheduling and bidding duties and obligations in accordance with Good Utility Practices and the applicable rules of any Governmental Authority, and shall use such diligence, care and prudence in the performance of such duties and obligations and shall devote such time, effort and skills of its employees in the performance of duties and obligations as a prudent scheduling agent in like position would use in like circumstances. Seller may subcontract its scheduling and bidding duties and obligations to an Affiliate of Seller; provided that (i) such Affiliate is a PJM member, (ii) such Affiliate has an obligation to follow the provisions set forth in this Exhibit B, and (iii) Seller shall remain liable for the actions or inactions of such Affiliate. Seller may not subcontract scheduling and bidding activities to any unaffiliated third-party without prior consent of Purchaser.

(h) Seller shall use commercially reasonable efforts to provide a reasonable amount of information with respect to day ahead output forecasts for use by the CRES in its forecasting and scheduling capacity pursuant to this REPA; provided, that any such disclosure may be made under a separate confidentiality agreement between Seller and the CRES. The information to be provided includes but is not limited to day ahead forecasts of Renewable Energy projected to be delivered to the sub account, and notice anytime there is a foreseeable material reduction in the amount of Renewable Energy, such as a planned outage.

Section 2. Day-Ahead Market.

(a) Seller shall bid and schedule the Energy from the Facility at a price not less than Zero Dollars (\$0) per MWh in PJM's Day-Ahead Energy Market (using the eMKT application). Seller shall bid the Facility as a single entity using the same bid price for all Energy from the Facility, based on forecasts of wind speed, wind direction and other relevant data obtained from an independent third-party wind consultant with at least two (2) years' experience forecasting wind data in the western PJM area. In the event that either Party believes that a day-ahead offer of less than Zero Dollars (\$0) is warranted, such Party shall deliver notice to the other Party, including evidence of the reasons for the proposed negative bid. A negative bid will be utilized only if both Parties and all other offtakers from the Facility agree as to such bid; otherwise, Seller shall be subject to the provisions of Section 3 of this Exhibit B.

(b) Seller shall use commercially reasonable efforts to deliver to Purchaser a day-ahead forecast showing the projected output of the Facility on an hour-by-hour basis (i) 10:00 am EPT each day during the Delivery Period if practicable, or (ii) concurrent and consistent with its submitting the day-ahead bid of the Facility to PJM. Seller shall calculate and submit the day-ahead forecast in accordance with Good Utility Practices.

Section 3. Real-Time Market.

(a) The Facility will operate in PJM's Real Time Market as determined by the Facility's availability and the wind conditions prevailing at the Facility. Seller shall curtail the Facility in PJM's Real Time Market as soon as reasonably practicable, after the Real-Time LMP at the Point of Delivery is less than Zero Dollars (\$0) per MWh (each, an "Economic Curtailment"). Seller shall return the Facility to operation as soon as reasonably practicable, after the Real-Time LMP at the Point of Delivery is greater than Zero Dollars (\$0) per MWh. In the event of any Economic Curtailment, (i) Seller will provide Purchaser with a monthly summary of all Economic Curtailments, as described in Section 3(b) of this Exhibit B, and (ii) Purchaser shall be invoiced for the Economic Curtailment Energy for such hour in accordance with Section 3(b) of this Exhibit B and Article 7 of the Agreement.

(b) Seller shall invoice Purchaser for the aggregate amount of Economic Curtailment Energy for such month, which invoice shall include a summary table of curtailed volumes by hour in MWh, the applicable Contract Rate and such other information as necessary to explain in reasonable detail the calculation of any amount due to Seller. Purchaser shall pay Seller, in accordance with Section 7.2 of this Agreement, an amount equal to (i)(A) the Economic Curtailment Energy multiplied by (B) the applicable Contract Rate, minus (ii) during each hour that Seller has not initiated or ceased an Economic Curtailment in violation of its obligations under Section 3(a) of this Exhibit, (A) the amount equal to (x) the total number of megawatt-hours of all Energy that could have been generated and delivered to the Point of Delivery during such hour (or portion of an hour), multiplied by (y) Purchaser's Contract Capacity Share, multiplied by (B) the absolute value of the difference between the applicable Contract Rate for each hour (or portion of an hour) and Zero Dollars (\$0) per MWh.

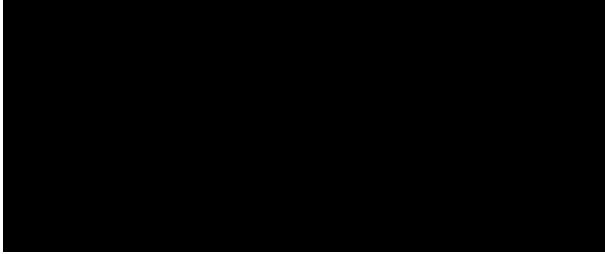

(c) For purposes of this Section 3 and the other provisions of this REPA, "Economic Curtailment Energy" means, with respect to any hour (or portion of an hour) in which there is an Economic Curtailment, the amount equal to (a)(i) the total number of megawatt-hours of all Energy that could have been generated and delivered to the Point of Delivery during such hour (or portion of an hour), multiplied by (ii) Purchaser's Contract Capacity Share, minus (b) the total number of megawatt-hours of all Energy generated and delivered to Purchaser at the Point of Delivery during the relevant hour (or portion of an hour). The Economic Curtailed Energy, and the amounts payable to Purchaser described in clause (ii) of Section 3(b) of this Exhibit B, shall be calculated by Seller in a commercially reasonable manner and using Good Utility Practices, taking into account, inter alia, (i) Energy generated and delivered at the Point of Delivery during the relevant hour (or portion of an hour), (ii) the actual ten (10) minute (or more frequent) wind speeds

and directions and other representative conditions and data (interpolated over time intervals, if necessary) measured by the Electric Metering Device during the relevant hour (or portion of an hour) or, if unavailable, during periods of similar operating and wind conditions, (iii) the operating availability of the Facility immediately prior to the relevant hour (or portion of an hour), (iv) the power curve provided by the Renewable Energy Generating Unit manufacturer (adjusted by historical performance of the Facility) and (v) other relevant information.

Section 4. Damages.

If, for any period of time during any month during the Delivery Period, Seller fails, in any manner, to schedule, bid or offer the Energy from the Facility in accordance with this Exhibit B, and/or otherwise breaches its scheduling and bidding duties and/or obligations under this Exhibit B, then, in addition to Purchaser's rights under Article 9 of this REPA, Purchaser shall be entitled to damages from Seller in an amount equal to (a) the positive difference, if any, between (i) the net amount that (A) Purchaser would have received from PJM or (B) Purchaser actually pays to PJM, as applicable, in each case in respect of the relevant time period during such month but for such failure and/or breach; minus (ii) the net amount (A) Purchaser actually received from PJM or (B) Purchaser would have paid to PJM, as applicable, in each case in respect of the relevant time period during such month, plus (b) any other actual damages suffered by Purchaser as a result of such failure and/or breach. Any amount due to Purchaser pursuant to the foregoing sentence shall be deducted from and offset against the amount due to Seller for Energy delivered to Purchaser at the Point of Delivery during such month. The invoice for the payment amount pursuant to this Section 4 of this Exhibit B shall include a written statement explaining in reasonable detail the calculation of any amount due to Purchaser. All payment calculations shall be made in compatible units of measure. Purchaser shall not be required to purchase replacement electrical energy, ancillary services or environmental attributes to receive any payment from Seller under this Section 4 of this Exhibit B.

EXHIBIT C
NOTICE ADDRESSES

Purchaser	Seller
Notices and Invoices: The Ohio State University	Notices: Blue Creek Wind Farm LLC
	
With a Copy to:	With a Copy to:
