

Attachment 1

Redacted Small Generator Interconnection Agreement
for a Qualifying Facility
between PacifiCorp and Chopin Wind, LLC

SMALL GENERATOR INTERCONNECTION AGREEMENT

**for a
QUALIFYING FACILITY
(QFSGIA)
between
PACIFICORP
and
CHOPIN WIND, LLC (Q0547)**

**(For Generating Facilities No Larger Than 20 MW Certified as Qualifying Facilities Under
PURPA)**

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This Interconnection Agreement ("Agreement") is made and entered into this 19th day of December, 2014 by PacifiCorp ("Transmission Provider"), and Chopin Wind, LLC (Q0547) ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Transmission Provider Information

Transmission Provider: PacifiCorp
Attention: PacifiCorp Transmission Services
Address: 825 N.E. Multnomah St., Suite 550
City: Portland State: Oregon Zip: 97232
Phone: 503-813-7237 Fax: 503-813-6893

Interconnection Customer Information

Interconnection Customer: Chopin Wind, LLC
Attention: Chris Copeland
Address: 4365 Executive Drive, Suite 1470
City: San Diego State: CA Zip: 92121
Phone: 858-460-6800 Fax: 858-450-6801 Email: Copeland@baywa-re.us

Interconnection Customer Application No: Q0547

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article I. Scope and Limitations of Agreement

1.1 General

- 1.1.1 This Agreement shall be used for all Interconnection Requests regarding a Small Qualifying Facility unless the interconnection is otherwise governed by a state Net Metering Statute or other Applicable Law or Regulation.
- 1.1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Qualifying Facility will interconnect with, and operate in parallel with, the Transmission Provider's Transmission System and/or Distribution System.
- 1.1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Transmission Provider.
- 1.1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.

1.2 Responsibilities of the Parties

- 1.2.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.2.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Qualifying Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.2.3 The Transmission Provider shall construct, operate, and maintain its Transmission System, Distribution System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.2.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Qualifying Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider and any Affected Systems.
- 1.2.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System and/or Distribution System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.
- 1.2.6 The Transmission Provider shall coordinate with all Affected Systems to support the interconnection.

1.3 Parallel Operation Obligations

Once the Small Qualifying Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Qualifying Facility in the applicable control area, including, but not limited to: 1) the rules and procedures concerning the operation of generation set forth in any of the Transmission Provider's published Tariffs or by the applicable system operator; and 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.4 Metering

The Interconnection Customer shall be responsible for the Transmission Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.5 Reactive Power

- 1.5.1 The Interconnection Customer shall design its Small Qualifying Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Transmission Provider has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.
- 1.5.2 The Transmission Provider is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Small Qualifying Facility when the Transmission Provider requests the Interconnection Customer to operate its Small Qualifying Facility outside the range specified in article 1.5.1. In addition, if the Transmission Provider pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer
- 1.5.3 Payments shall be in accordance with the Interconnection Customer's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of the Commission's prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.6 Definitions.

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Small Qualifying Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Transmission Provider may send qualified personnel to the Small Qualifying Facility site to inspect the interconnection and participate in the testing. If requested by the Transmission Provider, the Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed. The Interconnection Customer shall bear the cost of all testing and inspections.
- 2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Small Qualifying Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Qualifying Facility.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the Small Qualifying Facility's in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Small Qualifying Facility in parallel with the Transmission Provider's Transmission System and/or Distribution System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Qualifying Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Qualifying Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least

five Business Days prior to conducting any on-site verification testing of the Small Qualifying Facility.

- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice.
- 3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.
- 3.3.3 Upon termination of this Agreement, the Small Qualifying Facility will be disconnected from the Transmission Provider's Transmission System and/or Distribution System at the Interconnection Customer's expense. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating party's Default of this Agreement or such non-terminating party otherwise is responsible for these costs under this Agreement.
- 3.3.4 The termination of this Agreement shall not relieve either party of its liabilities and obligations, owed or continuing at the time of the termination.
- 3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions.

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System and/or Distribution System, the Transmission Provider's Interconnection Facilities or the Transmission System and/or Distribution Systems of others to which the Transmission System and/or Distribution System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Qualifying Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Small Qualifying Facility. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Qualifying Facility. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Transmission System and/or Distribution System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service or curtail the output of the Small Qualifying Facility and temporarily disconnect the Small Qualifying Facility from the Transmission Provider's Transmission System and or Distribution System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Transmission System and/or Distribution System. The Transmission Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Transmission System and/or Distribution System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Qualifying Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Qualifying Facility could cause damage to the Transmission Provider's Transmission System and/or Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Small Qualifying Facility. The Transmission Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Qualifying Facility

The Interconnection Customer must receive written authorization from the Transmission Provider before making any change to the Small Qualifying Facility that may have a material impact on the safety or reliability of the Transmission System and/or Distribution System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Qualifying Facility until such time as the modifications have been reviewed and approved by the Transmission Provider, which approval shall not be unreasonably withheld.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Qualifying Facility, Interconnection Facilities, and the Transmission Provider's Transmission System and/or Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities, Distribution Upgrades and Network Upgrades

4.1 Interconnection Facilities

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Transmission Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Transmission Provider.
- 4.1.2 The Interconnection Customer shall be responsible for all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, operations and maintenance, shall be directly assigned to the Interconnection Customer.

4.3 Network Upgrades

The Transmission Provider shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Transmission Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Network Upgrades, including overheads, operations and maintenance, shall be directly assigned to the Interconnection Customer.

4.4 Affected Systems

Unless the Transmission Provider provides, under this Agreement, the Interconnection Customer and any Affected System operator(s) shall enter into a separate agreement that provides for such the construction of any Affected System upgrades. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to the Affected System operator.

4.5 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, that the Interconnection Customer shall be entitled to, now or in

the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Distribution Upgrades and/or Network Upgrades constructed or installed under this Agreement.

Article 5. Qualifying Facility Status

5.1 Certification of Qualifying Facility Status

Prior to interconnection and parallel operation under this Agreement, Interconnection Customer shall provide evidence of certification of the Small Qualifying Facility as provided by 18 C.F.R. §§ 292.201-292.211.

5.2 Loss of Qualifying Facility Status

If, at any time during the term of this Agreement, Interconnection Customer's Small Qualifying Facility loses its status as a Qualifying Facility within the meaning of sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3, and/or 18 C.F.R. §§ 292.201-292.211, the Interconnection Customer shall be deemed to be in Default and the Transmission Provider may terminate this Agreement pursuant to Article 7.6.

5.3 Small Qualifying Facility Wholesale Sales

If, at any time during the term of this Agreement, Interconnection Customer sells any portion of the output from the Small Qualifying Facility at wholesale, the Interconnection Customer shall be deemed to be in Default and the Transmission Provider may terminate this Agreement pursuant to Article 7.6.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 6.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If

the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Transmission Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Transmission Provider and must specify a reasonable expiration date.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days prior written notice and opportunity to object by the other Party; provided that:

- 7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Transmission Provider of any such assignment.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Small Qualifying Facility, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment.
- 7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.
- 7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such

indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing."

7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement

Article 8. Insurance

- 8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Transmission Provider, except that the Interconnection Customer shall show proof of insurance to the Transmission Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.
- 8.2 The Transmission Provider agrees to maintain general liability insurance or self-insurance consistent with the Transmission Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Transmission Provider's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, if a state public utility commission or state public service commission ("State Commission"), during the course of an investigation or other proceeding, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to such State Commission, within the time provided for in the request for information. In providing the information to a State Commission, the Party may request that the information be treated as confidential and non-public by the State Commission and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to a State Commission. The Party shall notify the other Party to this Agreement when it is notified by a Commission that a request to release Confidential Information has been received by such body, at which time either of the Parties may respond before such information would be made public.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

10.4 If the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

10.5 TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with Applicable Laws and Regulations, and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Transmission Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Oregon, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Article 12.13 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership 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 or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. Transmission Provider and Interconnection Customer shall comply with the recommendations offered by the President's

Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Qualifying Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Interpretation

No presumption against the drafter shall be applied when construing this Agreement.

12.13 Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with any regulatory agency having jurisdiction over this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule, regulation or statute, and the Interconnection Customer shall have the right to make a unilateral filing with such regulatory agency to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any

proceeding in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national carrier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: Chopin Wind, LLC
Attention: Chris Copeland
Address: 4365 Executive Drive, Suite 1470
City: San Diego State: CA Zip: 92121
Phone: 858-460-6800 Fax: 858-450-6801 Email: Copeland@baywa-re.us

If to the Transmission Provider:

Transmission Provider: PacifiCorp Transmission
Attention: Central Cashier Office
Address: 825 N.E. Multnomah St., Suite 550
City: Portland State: Oregon Zip: 97232

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: Chopin Wind, LLC
Attention: Chris Copeland
Address: 4365 Executive Drive, Suite 1470
City: San Diego State: CA Zip: 92121
Phone: 858-460-6800 Fax: 858-450-6801 Email: Copeland@baywa-re.us

Transmission Provider:

US Mail Deliveries: PacifiCorp Transmission
Attn: Central Cashiers Office
PO Box 2757
Portland, OR 97208-2757

Other Deliveries: Central Cashier Office
Attn: PacificCorp Transmission Services
825 NE Multnomah St., Suite 550
Portland, OR 97232-0001

Phone Number: 503-813-5756

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: Chopin Wind, LLC
Attention: Chris Copeland
Address: 4365 Executive Drive, Suite 1470
City: San Diego State: CA Zip: 92121
Phone: 858-460-6800 Fax: 858-450-6801 Email: Copeland@baywa-re.us

If to the Transmission Provider:

Director, Transmission Service 503-813-7237
Manager, Transmission Scheduling 503-813-5342
Transmission Business Facsimile 503-813-6893

OASIS Address:

<http://www.oasis.pacificorp.com/oasis/ppw/main.htm>

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: Chopin Wind, LLC
Attention: Chris Copeland
Address: 4365 Executive Drive, Suite 1470
City: San Diego State: CA Zip: 92121
Phone: 858-460-6800 Fax: 858-450-6801 Email: Copeland@baywa-re.us

Transmission Provider's Operating Representative:

Transmission Provider: PacifiCorp
Attention: Manager Grid Operations
Address: 9951 S.E. Ankeny St.
City: Portland State: Oregon Zip: 97216
Phone: 503-251-5157

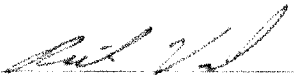
13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.


Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider:

Name: 
Title: VP - TRANSMISSION
Date: 12/18/14

For the Interconnection Customer:

Name: 
Title: President & CEO
Date: 12/18/14

Attachment 1 to QFSGIA

Glossary of Terms

Affected System – An electric system other than the Transmission Provider's Transmission system and/or Distribution System that may be affected by the proposed interconnection.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding Federal Holidays.

Default – The failure of a breaching Party to cure its breach under the Qualifying Facility Small Generator Interconnection Agreement.

Distribution System – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Transmission Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Qualifying Facility and render the transmission service necessary to effect the Interconnection Customer's sale of electricity under PURPA. Distribution Upgrades do not include Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Interconnection Customer – Any entity, including the Transmission Provider, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Qualifying Facility with the Transmission Provider's Transmission system and/or Distribution System.

Interconnection Facilities – The Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Qualifying Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Qualifying Facility to the Transmission Provider's Transmission system and/or Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Request – The Interconnection Customer's request to interconnect a new Small Qualifying Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Qualifying Facility that is interconnected with the Transmission Provider's Transmission system and/or Distribution System

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

Net Metering Statute – A state statute governing the interconnection terms associated with net metering.

Network Upgrades – Additions, modifications, and upgrades to the Transmission Provider's Transmission System required at or beyond the point at which the Small Qualifying Facility interconnects with the Transmission Provider's Transmission System to accommodate the interconnection of the Small Qualifying Facility with the Transmission Provider's Transmission System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Qualifying Facility Small Generator Interconnection Agreement.

Party or Parties – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Transmission Provider's Transmission system and/or Distribution System.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Qualifying Facility Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Small Qualifying Facility – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. The generating capacity of the Small Qualifying Facility shall not exceed 20

megawatts. The Small Qualifying Facility must meet the requirements of a qualifying cogeneration facility or qualifying small power production facility within the meaning of sections 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Tariffs – Any tariff of the Transmission Provider accepted or approved by a state or federal regulatory agency, including, but not limited to, the Transmission Provider's Open Access Transmission Tariff, as amended or supplemented from time to time, or any successor tariff.

Transmission Owner – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission system and/or Distribution System at the Point of Interconnection and may be a Party to the Qualifying Facility Small Generator Interconnection Agreement to the extent necessary.

Transmission Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities interconnecting with the Small Qualifying Facility. The term Transmission Provider should be read to include the Transmission Owner when the Transmission Owner is separate from the Transmission Provider.

Transmission System – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service.

Upgrades - The required additions and modifications to the Transmission Provider's Transmission System or Distribution system at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Attachment 2 to QFSGIA

Description and Costs of the Small Qualifying Facility, Interconnection Facilities, and Metering Equipment

Small Generating Facility: Two (2) strings of Vestas V110 2 MW wind turbines arranged into strings of four (4) and five (5) respectively and one 1.5 MVAR reactive device connected to three (3) separate breakers at 34.5 kV, one (1) 34.5 kV - 69 kV, 21 MVA step-up transformer with an impedance of 8%, the winding configuration of which is grounded wye - grounded wye with a delta tertiary. The Small Generating Facility is located in Umatilla County, Oregon. See Attachment 3.

Interconnection Customer Interconnection Facilities: Single relay-controlled recloser with connection to Transmission Provider owned communications for transfer trip and ~4.7 miles of generator tie line from the transformer to the Point of Interconnection. See Attachment 3.

Transmission Provider Interconnection Facilities: Single-Breaker Point of Interconnection substation with interchange metering, communications equipment (Microwave, including ~4.7 miles of fiber installed on generation tie line to Small Generating Facility), RTU and relay equipment. Located proximal to the Weston substation. See Attachment 3.

Estimated Cost of Transmission Provider's Interconnection Facilities: (directly assigned to Interconnection Customer)

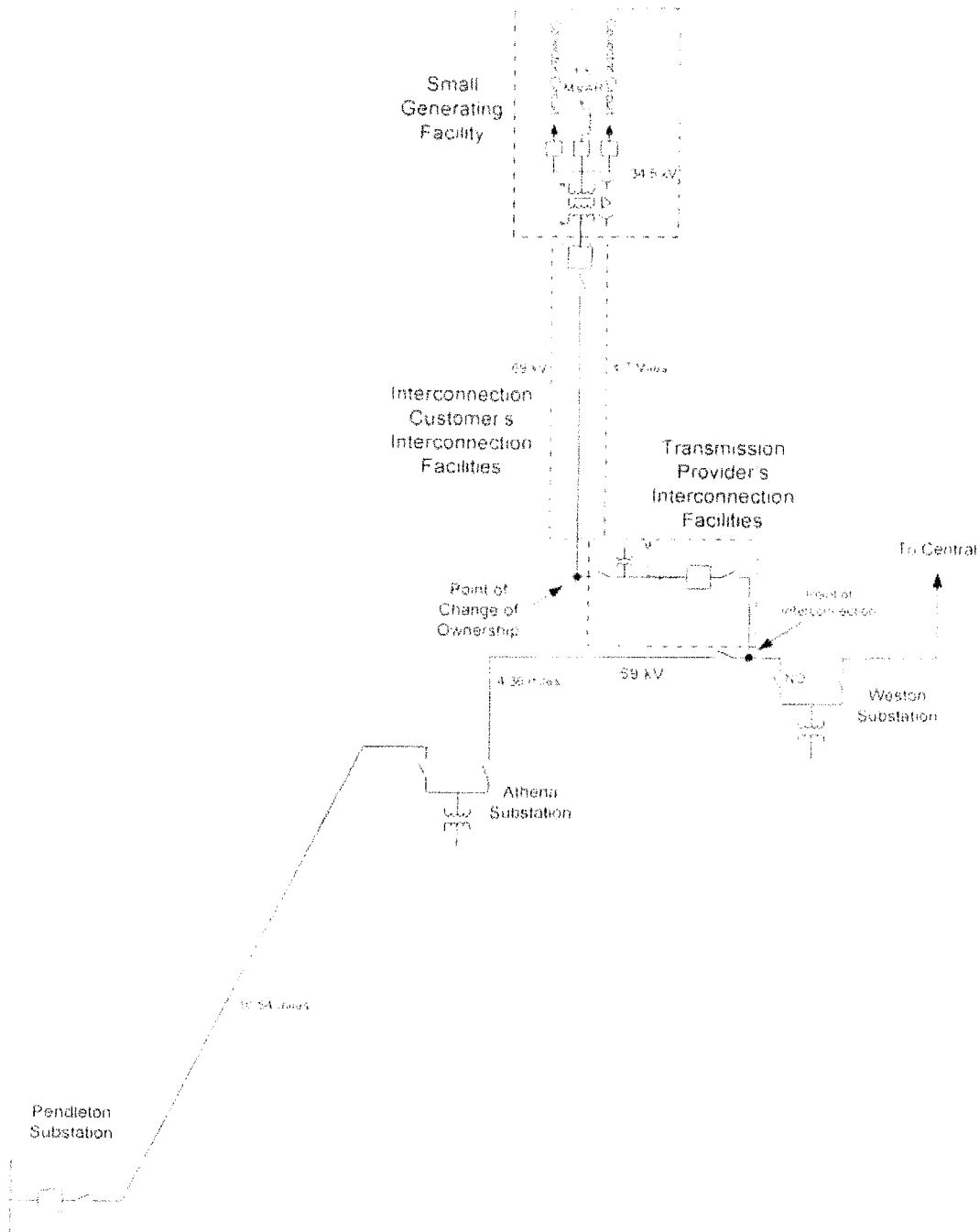
Estimated Annual Operation and Maintenance Cost of Transmission Provider's Interconnection Facilities: Interconnection Customer will be charged Transmission Provider's actual cost for the maintenance of Transmission Provider's Interconnection Facilities under Section 4.1.2 of this agreement.

Point of Interconnection (POI): The point where the Point of Interconnection substation taps the Athena - Weston 69 kV transmission line. See Attachment 3.

Point of Change of Ownership: The point where the Interconnection Customer's Interconnection Facilities connect to the Transmission Provider's Interconnection Facilities (at the last structure of the Interconnection Customer's tie line). See Attachment 3.

Attachment 3 to QFSGIA

One-line Diagram Depicting the Small Qualifying Facility, Interconnection Facilities, Metering Equipment, and Upgrades



Attachment 4 to QFSGIA

Milestones

In-Service Date:

Critical milestones and responsibility as agreed to by the Parties:

| | Milestone/Date | Responsible Party |
|-----|---|--|
| (1) | <u>Execute Interconnection Agreement / And Provide Financial Security</u> | <u>Interconnection Customer ("IC")</u> |
| (2) | <u>Permitting/Property Acquisition /</u> | <u>IC</u> |
| (3) | <u>Engineering Begins</u> | <u>Transmission Provider ("TP")</u> |
| (4) | <u>Long Lead Equipment Ordered /</u> | <u>TP</u> |
| (5) | <u>Construction Begins /</u> | <u>TP</u> |
| (6) | <u>Construction Complete /</u> | <u>TP</u> |
| (7) | <u>Backfeed /</u> | <u>IC</u> |
| (8) | <u>First Sync and Testing Complete</u> | <u>IC and TP</u> |
| (9) | <u>Commercial Operations /</u> | <u>IC</u> |

Interconnection Customer to request Backfeed, First Sync, and Commercial Operations in writing (e-mail is acceptable) prior to conducting each activity. Transmission Provider will not unduly delay approval for activity once the request is received.

In order for the Q0547 project to be in-service by _____ the Interconnection Customer must supply Transmission Provider required information no later than _____ weeks prior to Backfeed and must provide all required permits/easements/property rights prior to start of construction.

Additional time may be necessary to integrate full Interconnection Customer generation onto the Public Utility system. This time frame will be determined by the scope required to deliver power per the appropriate transmission service request. Per Article 1.1.3 of the Interconnection Agreement, the scope of work to deliver power is not covered under terms of the Interconnection Agreement.

Attachment 5 to QFSGIA

**Additional Operating Requirements for the Transmission Provider's
Transmission System and/or Distribution System and Affected Systems Needed to Support the
Interconnection Customer's Needs**

Additional Operating Requirements are specified in Transmission Provider's Policy 139 "Facility Connection Requirements for Transmission Systems (46 kV and Higher Voltages)". This document is known as Attachment 8.

Attachment 6 to QFSGIA

**Transmission Provider's Description of its Upgrades
and Best Estimate of Upgrade Costs**

Distribution Upgrades: There are no known upgrades required to the Transmission Provider's Distribution System.

Network Upgrades: Installation of additional microwave communications equipment at the Pendleton substation and Cabbage Hill communications site, modification of line relaying at Pendleton substation, and addition/upgrade of communications equipment at Transmission Provider's Control Centers.
Estimated cost of upgrades (directly assigned to Interconnection Customer):

Attachment 7 to QFSGIA

Scope of Work

SCOPE OF WORK

INTERCONNECTION CUSTOMER'S GENERATION FACILITY

The following outlines the design, procurement, installation, testing and ownership of equipment for Interconnection Customer's Generation Facility

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR

- All design, procurement, installation, testing, commissioning, ownership and maintainance of the required equipment beyond the POI/Point of Change of Ownership at their substation
 - Except for the design and procurement of the new line, current differential relay panel needed to protect the tap line. This panel will be designed, procured, owned, and maintained by the Transmission Provider and will be installed by the Interconnection Customer.
 - The protective settings for this panel will be developed and installed by the Transmission Provider. The Interconnection Customer is responsible for providing the current and voltage instrument transformers that the line relays will be connected to; the DC power supply for the relays; and the relays that will trip the Interconnection Customer's breaker.
- Design, procurement, and installation of the 1.5 MVAR shunt reactor and switching device.
- The Interconnection Customer is responsible for providing the following data points:
 - Analogs:
 - Wind speed
 - Status:
 - 34.5 kV Line breaker Feeder 1
 - 34.5 kV Line breaker Feeder 2
 - 34.5 kV Reactor breaker
 - 69 kV Transformer breaker
 - Line Relay Alarm
- The Interconnection Customer will need to provide one of the following two options for the Transmission Provider's protection and communication equipment.
 - I. Provide a separate room in the Interconnection Customer's substation control house for the Transmission Provider's protection and communication equipment. This separate room shall be accessible from the outside and have a lock that only the Transmission Provider's personnel can access.

2. Provide a separately fenced area on the perimeter of the Interconnection Customer's substation in which the Transmission Provider can install a small control house for all protection and communication equipment. This area will have separate access from outside the Q0547 substation.

TRANSMISSION PROVIDER WILL BE RESPONSIBLE FOR

- Design and procure the new line current differential relay panel needed to protect the tap line as well as the protective settings for the current differential protection panel. The protective settings for this panel will also be installed by the Transmission Provider.
 - Line current differential relay for the 69 kV tie line to the POI substation. Transfer trip from the POI substation over/under voltage and frequency relay will be wired to trip the generator breaker.
- Design, procure, install, maintain and own the RTU to be installed in the collector substation. This scope of work will require but is not limited to fiber communications for transfer trip circuits and data concentrator.
- Design, procure, install, maintain, and own the required metering equipment that will be installed in the collector substation (for metering the separate strings). This will consist of, but is not limited to, combination 34.5kV CT/VT instrument transformers and meters for each circuit, each including junction boxes and special meter secondary cable. The design package will include DNP data that includes bidirectional kWh quantities, and instantaneous MW, MVAR and per phase voltage data. An Ethernet connection is required for retail sales and generation accounting via the MV-90 translation system.

TRANSMISSION TIE-LINE

The following outlines the design, procurement, installation, testing and ownership of equipment for the generator tie line.

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR

- Procurement of all permitting and right of way associated with the development of the new collector substation and associated tap line.
- Design, procure and install a new 69kV tap line with an underbuilt 48-fiber cable for use in communicating the protective relay signals between the collector substation and the POI substation.
 - The Interconnection Customer will need to construct the last span and last dead-end structure of the Q0547 customer line tie line to the POI substation to the Transmission Provider's standards.

TRANSMISSION PROVIDER WILL BE RESPONSIBLE FOR

- The design of the last transmission structure adjacent to the POI substation will be done by the Transmission Provider. The Interconnection Customer is responsible for the construction and will own this structure.

POINT OF INTERCONNECTION SUBSTATION

INTERCONNECTION CUSTOMER WILL BE RESPONSIBLE FOR

-

TRANSMISSION PROVIDER WILL BE RESPONSIBLE FOR

- The Transmission Provider will be responsible for the design, procurement, installation, commissioning, and will own and maintain the POI substation.
 - This work will require the following equipment/materials (not all inclusive):
 - 1 - 69kV 1200A 40kA breaker
 - 4 - 69kV 1200A switch
 - 6 - 69kV Arrester
 - 3 - 69kV CCVT
 - 1 - 25KVA Station Service Transformer
 - 1 - 14.4kV, 5E Amp SMD-20 Fuse (SS transformer)
 - 2 - 14.4kV, 1K Amp. SMD-20 Fuse (VTs)
 - 2 - 12.5kV, 60:1, 1 phase Voltage Transformer
 - 3 - 69kV CT/VT combination instrument transformer
 - 1 - 125V, 100Ah Battery System
 - 1 - 14'x24' Control Building
 - Yard Lighting
 - Substation Shielding
 - Avian Animal Enhancements
 - All Civil, Structural, and Earthwork necessary for the substation
- Besides the normal control and monitoring for a 69 kV breaker the RTU installed by the Transmission Provider will monitor the following quantities from the interchange metering:
 - Net Real Generation MW
 - Net Reactive Generation MVAR
 - Energy Register kWh
 - Per phase voltage
 - Power Factor
- Transmission Provider will install a radio system between the POI substation and Transmission Provider's Pendleton substation through Transmission Provider's Cabbage Hill communications site.
- Point of Interconnection metering will consist of combination 69kV, CT/VT instrument transformers, A 12 inch meter panel with junction box and special meter secondary cable. The design package will include two meters on each panel for DNP data that includes bidirectional kWh quantities, and instantaneous MW, MVAR, power factor, and per phase voltage data. An Ethernet connection is required for retail sales and generation accounting via the MV-90 translation system.

TRANSMISSION PROVIDER'S PENDLETON SUBSTATION

The following outlines the design, procurement, installation, testing, commissioning and ownership of equipment for the Transmission Provider's Pendleton substation.

TRANSMISSION PROVIDER WILL BE RESPONSIBLE FOR

- Provide engineering support, as required, to allow for modifying the existing line relaying on panel 10F from a step distance scheme to a POTT scheme.
- Design, procurement, installation and ownership of the following:
 - Two optical transceivers,
 - One switch and a latching relay.
 - 30' monopole tower, radio, antenna, waveguide, dehydrator, channel bank, DC Charger and batteries
 - Fiber jumpers from relay to channel bank cards
 - Connect meter & RTU communication ports to channel bank cards
 - Cisco switch. Connect to DS1 port on radio.
 - Two equipment racks and one battery rack

OTHER COMMUNICATIONS UPGRADES

The following outlines the design, procurement, installation, testing, commissioning and ownership of equipment for the Transmission Provider's Remote communication sites.

TRANSMISSION PROVIDER WILL BE RESPONSIBLE FOR

Install a DS3 radio system between the POI substation and Transmission Provider's Pendleton substation through Transmission Provider's Cabbage Hill communication site as follows:

- POI substation – radio, 170' self-supporting steel tower, antenna, waveguide, dehydrator, DC charger & batteries, and channel bank.
- Cabbage Hill communications site – Two radios, antennas, waveguide.
- Pendleton substation – radio, 30' monopole tower, antenna, waveguide, dehydrator, DC charger & batteries, and channel bank.

Attachment 8 to QESGIA

Interconnection and Operating Requirements

(Attached)