

EXHIBIT 4

RENEWABLE ENERGY PURCHASE AGREEMENT

BETWEEN

**BLACK HILLS COLORADO ELECTRIC UTILITY
COMPANY, LP**

AND

DATED AS OF _____

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**Renewable Energy Purchase Agreement
Between
Black Hills Colorado Electric Utility Company, LP
and**

This Renewable Energy Purchase Agreement is made as of _____, by and between _____ with a principal place of business at _____ and Black Hills Colorado Electric Utility Company, LP (“BHCOE”), a Delaware limited partnership, with a principal place of business at 105 South Victoria Avenue, Pueblo, Colorado 81003. Seller and BHCOE are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, BHCOE is an electric utility regulated by the Colorado Public Utilities Commission and providing electric service to twenty-one communities in southern Colorado;

WHEREAS, contingent upon the receipt of approval from Governmental Authorities, BHCOE and Seller intend to jointly develop, design and construct a renewable electric wind generating facility with an Expected Nameplate Capacity Rating of 29.04 MW and which is further defined below as the “Facility”;

WHEREAS BHCOE and Seller will each own, as their respective sole and separate property and not jointly, one-half of the Wind Turbines and associated equipment constituting the Facility and each Party shall be entitled to receive and own fifty percent (50%) of the renewable energy produced by the Facility;

WHEREAS BHCOE and Seller intend to locate the Facility east of Walsenburg, Colorado, and to interconnect the Facility with the Interconnection Provider’s System; and

WHEREAS Seller desires to sell to BHCOE, at the Point of Delivery, all of the Seller’s Renewable Energy produced by the Facility and the associated Environmental and Renewable Energy Credits, and BHCOE desires to buy the same from Seller;

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. 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, (a) where the REPA requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever the 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) Use of the words “include” or “including” or similar words shall be interpreted as “include without limitation” or “including, without limitation.”

(G) All references to a particular entity shall include such entity’s successors and permitted assigns.

(H) All references herein to any contract or other agreement shall be to such contract or other agreement as amended, supplemented, or modified to the date of reference.

(I) All references herein to any Law shall be to such Law as amended, supplemented, modified or replaced from time to time.

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

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

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

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

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

“Colorado PUC” shall mean the Public Utilities Commission of the State of Colorado.

“Commercial Operation” means the period beginning on the Commercial Operation Date of each of Seller’s Wind Turbines and continuing through the Term of this REPA.

“Commercial Operation Date” means the date that each of Seller’s Wind Turbines in the Facility achieves Commercial Operation as set forth in Section 4.1.

“Commercial Operation Year” means, (i) for the first Commercial Operation Year, the period of time from the Commercial Operation Date of the first of Seller’s Wind Turbines to achieve Commercial Operation and continuing for twelve consecutive months after the Commercial Operation Date of the last of Seller’s Wind Turbines to achieve Commercial Operation, and (ii) for the second and subsequent Commercial Operation Years, the twelve (12) month period during the Term of this REPA commencing with the first day after the end of the prior Commercial Operation Year.

“Day” means a calendar day.

“Deemed Generated Renewable Energy” means Seller’s fifty percent of the quantity of electric energy, expressed in MWh, that the Parties reasonably calculate would have been produced by the Facility and delivered to the Point of Delivery during any period when delivery of Seller’s Renewable Energy was curtailed by BHCOE pursuant to Section 7.3, determined by taking into account: (i) during such period, the actual 10-minute (or more frequent) wind speeds (interpolated over time intervals, if necessary) measured by wind monitoring equipment located on each Wind Turbine that was available for operation immediately prior to the commencement of the period in question and expected to be available for the duration of the period in question or prorated accordingly, or, if such monitoring equipment is unavailable during a relevant interval, then using other available data or interpolated data determined using industry standard practices, and (ii) the generation determined by the power curve provided by the manufacturer of the Wind Turbines reflecting the energy that would be produced by a Wind Turbine at all operational speeds, as applied to the wind speeds referred to in clause (i), as adjusted for line losses to the Point of Delivery, using historical data.

“Electric Interconnection Point” means the physical point at which electrical interconnection is made between the Facility and the Interconnection Provider’s System.

“Electric Metering Device(s)” means all meters, metering equipment, and data processing equipment used to measure, record, or transmit data relating to Seller’s Renewable Energy output from the Facility. Electric Metering Devices include the metering current transformers and the metering voltage transformers.

“Emergency” means an emergency condition and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of BHCOE’s load or generation supply as required pursuant to applicable national and regional reliability standards established by the NERC and the FERC, as applicable, that could adversely affect the reliability of the BHCOE system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.

“Environmental and Renewable Energy Credits” means the aggregate amount of any and all environmental air quality credits, off-sets or other benefits related to the generation of energy at the Facility during the Term hereof including, but not limited to, the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to Seller’s Renewable Energy generated from the Facility.

“Event of Default” shall have the meaning set forth in Article 10.

“Expected Nameplate Capacity Rating” means 29.04 MW.

“Facility” means the electric generating facility and the Busch Ranch Interconnection Facilities, as identified and described in Article 3 and Exhibit A to this REPA, the purpose of which is to produce electricity and deliver such electricity to the Electric Interconnection Point, including, but not limited to, all of the following: the Wind Turbines, equipment, buildings, all of the generation facilities (including generators, turbines, step-up transformers, output breakers), facilities necessary to connect to the Electric Interconnection Point, protective and associated equipment, improvements, and other tangible assets, 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 Seller’s Renewable Energy subject to this REPA.

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

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

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

“Force Majeure” shall have the meaning set forth in Section 14.1(A).

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

“Good Utility Practice(s)” means the practices, methods, and acts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the independent electric power generation industry for wind facilities, WECC and/or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should

reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition.

"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.

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

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

"Interconnection Agreement" means the agreement with the Interconnection Provider for interconnection of the Facility to the Interconnection Provider's System, as such agreement may be amended from time to time.

"Interconnection Facilities" means Interconnection Provider's Interconnection Facilities and the Busch Ranch Interconnection Facilities.

"Interconnection Provider" means the person or entity that owns and operates the transmission lines, Interconnection Provider's Interconnection Facilities and other equipment and facilities with which the Facility interconnects at the Electric Interconnection Point.

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

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

"Laws" means any and all present and future federal, state and local laws, statutes, acts, enactments, policy, treaties, international agreements, ordinances, permits, judgments, injunctions, awards, decrees, rules, regulations,

interpretations, determinations, requirements, writs, and orders of any Governmental Authorities.

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

“Operating Records” means all agreements associated with the Facility, operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, whether in printed or electronic format, that the Seller and BHCOE use or maintain for the Facility.

“Operator” shall mean the party identified in Section 10.1 of this Agreement.

“Party Representative” and “Parties’ Representatives” shall have the meaning set forth in Section 13.8(A).

“Point of Delivery” means the electric system point at which Seller’s Renewable Energy is made available to BHCOE and delivered to BHCOE under this REPA. The Point of Delivery shall be specified in Exhibit A to this REPA.

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

“Seller’s Facility Lender” means any lender(s) providing any Facility Debt to Seller and any successor(s) or assigns thereto.

Seller’s Renewable Energy” means the 50% of the net electric energy (i) generated exclusively by the Facility (which is electric energy derived from a technology that exclusively relies on a renewable energy source) including any and all associated Environmental and Renewable Energy Credits, and (ii) delivered to the Point of Delivery as measured by Electric Metering Devices. Seller’s Renewable Energy shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

“Seller’s Renewable Energy Payment Rate means the rate as defined in Article 8 of this REPA.

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

“State Tax Credit” means all tax deductions and tax credits that are now, or may in the future be, applicable to owners or operators of the Facility under the laws of the State of Colorado.

“System Control Center” means the representative(s) designated by BHCOE as responsible for centralized dispatch of BHCOE’s generating units.

“Tax Benefits” means an amount equal to: Section 1603 cash grants, State Tax Credits and any other tax deduction, tax credit or cash grant to which Seller would be entitled with respect to Seller’s Renewable Energy.

“Tax Investor” means any person or entity who acquires a direct or indirect interest in Seller as part of a transaction to ensure that Seller’s interest in the Facility is owned at least in part by a person or entity able to use the Tax Benefits associated with holding an ownership interest in the Facility (including any subsequent transferees of any such person or persons or entity or entities).

“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.

“Test Energy” means Seller’s Renewable Energy which is produced by the Facility, delivered to BHCOE at the Point of Delivery, and purchased by BHCOE in order to perform testing of the Facility prior to Commercial Operation. Test Energy includes the associated Environmental and Renewable Energy Credits.

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

“WECC” means the Western Electricity Coordinating Council, a NERC regional electric reliability council, or any successor organization.

ARTICLE 2. TERM AND TERMINATION

2.1 Term and Termination. This REPA shall become effective as of the date of its execution, and shall remain in full force and effect until the 25th anniversary of the Commercial Operation Date, subject to any early termination or extension provisions set forth herein. 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, and the indemnifications specified in this REPA.

ARTICLE 3. FACILITY DESCRIPTION

3.1 Summary Description. The Facility shall consist of 16 Wind Turbines and associated equipment with an Expected Nameplate Capacity Rating of 29.04 MW. Exhibit A to this REPA provides a preliminary description of the Facility. Upon completion of the Facility, the Parties shall amend Exhibit A to provide a detailed description of the Facility, including identification of the equipment and components which make up the Facility.

3.2 Location. The Facility shall be located on the Site. A scaled map that identifies the Site, the location of the Facility at the Site, the location of the Electric Interconnection Point and the location of the important ancillary facilities and Interconnection Facilities, will be included in Exhibit A to this REPA.

ARTICLE 4. COMMERCIAL OPERATION

4.1 Commercial Operation. The Parties shall take all reasonable action to design, develop and construct the Facility so that the Facility is fully capable of reliably producing Seller's Renewable Energy to be provided under this REPA and delivering Seller's Renewable Energy to BHCOE at the Point of Delivery as of the Commercial Operation Date. Commercial Operation shall be determined on a by Wind Turbine basis and each of Seller's Wind Turbines shall be deemed to have achieved Commercial Operation upon satisfaction of the following conditions:

(A) Construction of that portion of the Facility necessary for operation of the Wind Turbine has been completed in all material respects and all interconnection and metering equipment has been installed;

(B) That portion of the Facility necessary for operation of the Wind Turbine has been successfully tested as required by any Financing Documents, the Facility's governmental permits, the Interconnection Agreement, and manufacturers' warranties for the commencement of commercial operations at the Facility;

(C) That portion of the Facility necessary for operation of the Wind Turbine has achieved initial synchronization with the Interconnection Provider's System and has demonstrated the reliability of its communications system and communications with the System Control Center;

(D) The Interconnection Provider has confirmed that (i) the interconnection to the Interconnection Provider's System of that portion of the Facility necessary for operation of the Wind Turbine has been completed in accordance with the Interconnection Agreement, (ii) the Wind Turbine has operated at a generation level acceptable to the Interconnection Provider, without experiencing any abnormal or unsafe operating conditions on any interconnected system, and (iii) any other initial testing required by the Interconnection Agreement has been completed satisfactorily;

(E) All permits, consents, licenses, approvals, and authorizations required to be obtained from any Governmental Authority to construct and initially operate that portion of the Facility necessary for operation of the Wind Turbine have been obtained and are in full force and effect; and

(F) Seller has submitted to BHCOE a certificate of an officer of Seller familiar with the Facility after due inquiry stating that title to the Wind Turbine owned by Seller in the Facility and Seller's Renewable Energy is held by Seller without any encumbrances other than financing-related encumbrances acceptable to BHCOE.

4.2 Test Energy. BHCOE shall accept delivery of all Test Energy produced by the Facility which has been installed and interconnected in accordance with the Interconnection Agreement, and shall purchase all such Test Energy delivered to BHCOE at the Point of Delivery at the Energy Payment Rate set forth in Section 8.1 of this REPA.

4.3 Governmental Approvals. In accordance with applicable Law, the Parties shall obtain all permits required for the construction, development and operation of the Facility from the applicable Governmental Authorities.

ARTICLE 5. DELIVERY AND METERING

5.1 Delivery Arrangements. Seller shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, Seller's Renewable Energy and Test Energy from the Facility to BHCOE at the Point of Delivery. BHCOE shall be responsible for all electric losses, transmission and ancillary service arrangements and costs required to receive Seller's Renewable Energy and Test Energy at the Point of Delivery and deliver Seller's Renewable Energy and Test Energy from and beyond the Point of Delivery.

5.2 Electric Metering Devices.

(A) Electric Metering Devices shall be installed and maintained in accordance with the terms of the Interconnection Agreement and as required to obtain Environmental and Renewable Energy Credit certification. The Electric Metering Devices provided by the Interconnection Provider shall be used to provide data for the computation of payments.

(B) Either Party may elect to install and maintain, at its own expense, check meters in addition to those installed and maintained by the Interconnection Provider, which installation and maintenance shall be performed in accordance with the requirements of the Interconnection Agreement. The Party installing check meters, at its own expense, shall inspect and test the check meters consistent with the requirements of the Interconnection Agreement.

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

5.3 Adjustments for Inaccurate Meters.

(A) If an Electric Metering Device, or check meter, fails to register, or if the measurement made by an Electric Metering Device, or check meter, is found upon testing to be inaccurate by more than the allowance identified in the Interconnection Agreement, an adjustment shall be made correcting all measurements by the inaccurate or defective electric Metering Device, or check meter, for both the amount of the inaccuracy and the period of the inaccuracy using the same procedures set forth in the Interconnection Agreement.

(B) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by BHCOE, BHCOE 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 BHCOE for this period from such recomputed amount. If the difference is a positive number, the difference shall be paid by BHCOE to Seller; if the difference is a negative number, that difference shall be paid by Seller to BHCOE, or at the discretion of BHCOE, may take the form of an offset to payments due Seller by BHCOE. 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 BHCOE elects payment via an offset.

ARTICLE 6. CONDITIONS PRECEDENT TO CONTRACT IMPLEMENTATION

The Parties' performance of their respective obligations under this Agreement is conditioned upon:

- (A) the receipt or waiver of all necessary Governmental Approvals required for the development, construction and operation of the Facility;
- (B) The receipt by Seller of authorization from FERC to sell Seller's Renewable Energy from the Facility to BHCOE for resale at the rate and under the terms and conditions set forth in this REPA without terms or conditions unacceptable to BHCOE in its sole and reasonable determination.

Seller shall apply to FERC for the approvals described in subparagraph (B) promptly after execution of this Agreement. In the event such conditions are not satisfied or waived or extended, either Party may terminate this Agreement without liability to the other Party. Both Parties shall use commercially reasonable efforts to obtain their respective approvals and each Party shall assist and cooperate with the other Party in seeking their respective approvals

ARTICLE 7. SALE AND PURCHASE OF SELLER'S RENEWABLE ENERGY

7.1 Sale and Purchase. Beginning on the Commercial Operation Date for each of Seller's Wind Turbines, Seller shall deliver to the Point of Delivery, and sell to BHCOE, at the applicable prices set forth in Article 8, all of Seller's Renewable Energy.

7.2 Title and Risk of Loss. Title and risk of loss related to Seller's Renewable Energy and Test Energy shall transfer from Seller to BHCOE at the Point of Delivery.

7.3 BHCOE's Right to Curtail Seller's Renewable Energy. BHCOE shall have the right to curtail the delivery of Seller's Renewable Energy to BHCOE from the Facility for any reason and in its sole discretion. Any such curtailment shall be achieved through remote capabilities, if possible.

7.4 Tax Benefits. If for any reason, Seller does not receive Tax Benefits for any period, the cost of Seller's Renewable Energy delivered to BHCOE under this Agreement shall not be affected. The risk of not obtaining the Tax Benefits shall be borne solely by Seller.

ARTICLE 8. PAYMENT CALCULATIONS

8.1 Energy Payment Rate. Commencing on the Commercial Operation Date for each Turbine, BHCOE shall pay Seller for Seller's Renewable Energy at an energy payment rate of

For the avoidance of doubt, and except as specifically provided for under Section 8.2 below, BHCOE shall not be obligated to make any payment to Seller under this Article 8 for any energy which, regardless of reason or event of Force Majeure affecting either Party, (i) does not qualify as Seller's Renewable Energy, (ii) is not measured by Electric Metering Devices, as such measurement may be adjusted (or interpolated), or (iii) is not delivered to BHCOE at the Point of Delivery.

8.2 Curtailment Energy Payment Rate. If delivery of Seller's Renewable Energy is curtailed by BHCOE pursuant to Section 7.3, then (i) the Parties shall use reasonable efforts to determine the quantity of Deemed Generated Renewable Energy; and (ii) BHCOE shall pay to Seller such amounts that Seller would have received from BHCOE under this Agreement had production of Seller's Renewable Energy not been so curtailed. The Facility shall include sufficient measuring equipment to collect data necessary to reasonably determine the amount of Deemed Generated Renewable Energy and shall ensure that the Facility has the capability of measuring and recording representative wind data 24 hours per day, which wind data shall be used to calculate any amounts due Seller under this Section 8.2. Notwithstanding the foregoing, and for avoidance of doubt, no payment shall be due Seller under this

Section 8.2 for curtailments of delivery of Seller's Renewable Energy resulting from: (i) an Emergency, including any notice by the System Control Center with respect to a transmission-related Emergency; (ii) any action taken by the Interconnection Provider under the Interconnection Agreement, except an action taken by the Interconnection Provider to the extent directed by BHCOE for economic reasons; (iii) any Force Majeure affecting the ability of BHCOE to receive Seller's Renewable Energy, or (iv) any order or written demand from a Government Authority requiring Seller to curtail deliveries of Seller's Renewable Energy as a result of Seller's failure to maintain in full force and effect any permit, consent, license, approval, or authorization from any Governmental Authority required by Law to operate the Facility.

ARTICLE 9. BILLING AND PAYMENT

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

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

9.3 Billing Disputes. Either Party may dispute invoiced amounts, but shall pay to the other Party at least the undisputed portion of invoiced amounts on or before the invoice due date. To resolve any billing dispute, the Parties shall use the procedures set forth in Section 13.8. When the billing dispute is resolved, the Party owing shall pay the amount owed within ten (10) Business Days of the date of such resolution, with late payment interest charges calculated on the amount owed in accordance with the provisions of Section 9.2. Either Party at any time may offset against any and all undisputed amounts that may be

due and owed to the other Party under this REPA, any and all undisputed amounts, including damages and other payments, that are owed by the other Party pursuant to this REPA. 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 9.2.

ARTICLE 10. OPERATIONS AND MAINTENANCE

10.1 Facility Operation. _____ (“Operator”) shall cause the Facility to be staffed, controlled and operated at all times consistent with Good Utility Practice(s) and the Operating Procedures developed pursuant to Section 10.3.

10.2 Outage and Performance Reporting.

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

(B) Operator shall notify the Systems Control Center when Forced Outages occur affecting any Wind Turbine. Such notice shall include the existence, nature, and expected duration of the Forced Outage. Such notice shall be given as soon as practical, but in no event later than fifteen (15) minutes after the Forced Outage occurs, or such longer period of time as may be required if there exists immediate danger to person or property as a result of the Forced Outage. Operator shall also inform the Systems Control Center of changes in the expected duration of the Forced Outage unless relieved of this obligation by the Systems Control Center for the duration of each Forced Outage.

10.3 Operating Committee and Operating Procedures.

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

(B) Prior to the Commercial Operation Date, the Operating Committee shall develop mutually agreeable written Operating Procedures which shall include, but not be limited to, method of day-to-day communications; metering, telemetering, telecommunications, and data acquisition procedures; key personnel list for applicable BHCOE and Seller operating centers; operations and maintenance scheduling and reporting; Renewable Energy outputs; unit

operations log; and such other matters as may be mutually agreed upon by the Parties.

(C) Not later than 7:00 a.m. (Mountain Standard time or Mountain Daylight Time, as applicable) of each Day, Seller shall provide to BHCOE, a forecast of the expected hourly energy output of the Facility for the next Day. Such forecast shall include any assumptions and methods for calculating the hourly expected energy output for the next Day.

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

10.5 Reliability Standards. Operator shall operate the Facility in a manner that complies with all national and regional reliability standards, including standards set by WECC, NERC, the FERC and the Colorado PUC or any successor agencies setting reliability standards for the operation of wind generation facilities. [If Seller is the Operator: To the extent that the Facility contributes in whole or in part to actions that result in monetary penalties being assessed to BHCOE by WECC, NERC, or any successor agency, for lack of compliance with reliability standards, Operator shall reimburse BHCOE for fifty percent (50%) of such monetary penalties.]

10.6 Environmental and Renewable Energy Credits. Seller shall from time to time, as requested by BHCOE, execute, acknowledge and deliver to BHCOE such further instruments and take such other action as may be reasonably requested in order to vest in BHCOE title and all rights to the Environmental and Renewable Energy Credits purchased by BHCOE pursuant to this REPA including any rights associated with any renewable energy tracking system that may be established with regard to monitoring or tracking such credits.

10.7 Availability Reporting. Operator shall provide accurate and timely updates on the current availability of the Facility to the Systems Control Center as outlined in the Operating Procedures.

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

ARTICLE 11. SECURITY AND PERFORMANCE

11.1 Security for Performance. No later than thirty (30) Days following satisfaction (or if applicable, waiver by BHCOE) of the conditions precedent set

forth in Article 6 above, Seller shall execute and record a mortgage and, as appropriate, separate agreements, documents, or instruments under which Seller will provide BHCOE, in a form reasonably acceptable to BHCOE and Seller's Facility Lender, with fully perfected subordinated security interest(s), and/or a mortgage lien (collectively the "Subordinated Mortgage") in Seller's interest in the Facility and in any and all real and personal property rights, contractual rights, or other rights that Seller owns or acquires in order to operate Seller's interest in the Facility. The Subordinated Mortgage shall be given to secure Seller's continuing performance and any amounts that may be owed by Seller to BHCOE pursuant to this REPA or any other agreements relating to the Facility including, without limitation, any construction, operating or maintenance agreements pertaining to the Facility, In addition, Seller agrees to execute and file such Uniform Commercial Code financing statements and to take such further action and execute such further instruments as shall reasonably be required by BHCOE to confirm and continue the validity, priority, and perfection of the Subordinated Mortgage.

11.2 The Subordinated Mortgage and Seller's Financing Documents. Seller agrees, and shall cause its Facility Lender to agree and its Financing Documents to provide, (i) that the lien of the Subordinated Mortgage shall be subordinate to the lien of the Facility Lender, and (ii) that, as long as BHCOE is not in material default of its obligations under this REPA, Seller's interest in the Facility and any party taking possession of Seller's interest in the Facility through the exercise of Seller's Facility Lender's rights and remedies shall remain subject to the terms of this REPA (including the obligation to reinstate the Subordinated Mortgage, subject to the terms of this Section 11.2, following any foreclosure by the Facility Lender) and shall assume all of Seller's obligations hereunder, both prospective and accrued, including the obligation to cure any then-existing defaults capable of cure by performance or the payment of money damages. Seller shall not pledge or assign, or cause or permit to be pledged or assigned, any stock or ownership interest in Seller as collateral to any party other than Seller's Facility Lender without the prior consent of BHCOE.

11.3 No Limitation; Release of Subordinated Mortgage. The granting of the Subordinated Mortgage shall not be to the exclusion of, nor be construed to limit, the amount of any further claims, causes of action or other rights accruing to BHCOE by reason of any breach or default by Seller under this REPA or any other agreements relating to the Facility including, without limitation, any construction, operating or maintenance agreements pertaining to the Facility, or the early termination of this REPA as provided for herein. The Subordinated Mortgage shall be discharged and released, and BHCOE shall take any steps reasonably required by Seller to effect and record such discharge and release, upon the expiration of the Term of this REPA, including any extension of the Term, and satisfaction by Seller of all obligations hereunder.

11.4 Expenses. Seller shall reimburse BHCOE for fifty percent (50%) of the incremental direct expenses (including, without limitation, the reasonable

fees and expenses of counsel) incurred by BHCOE in connection with the preparation, negotiation, execution and/or the discharge and release of the Subordinated Mortgage and any other documents evidencing the Subordinated Mortgage.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default of Seller.

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

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

(B) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within thirty (30) Days (or, if only curable by performance, rather than the payment of money damages, such longer period as may be reasonably required to effect such a cure, *provided* that Seller commences the cure within such thirty (30) Day period and diligently pursues such cure to conclusion thereafter) after the date of written notice from BHCOE to Seller (and, if applicable, Seller's Facility Lender as provided for in Section 13.1):

- (1) Seller's failure to make any payment required under this REPA or any other agreements relating to the Facility including, without limitation, any construction, operating or maintenance agreements pertaining to the Facility,

(2) Seller's failure to maintain in effect the Interconnection Agreement or any easements, rights of way or other real property rights required for the delivery of Seller's Renewable Energy from the Facility to the Point of Delivery,

(3) Seller's abandonment of its interest in the Facility,

(4) Seller's failure to comply with the requirements of Section 11.1, or

(5) Seller's failure to comply with the any other material obligation under this REPA or any other agreements relating to the Facility including, without limitation, any construction, operating or maintenance agreements pertaining to the Facility, which would result in a material adverse impact on BHCOE.

(C) Any of the following shall constitute an Event of Default of Seller upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from BHCOE to Seller (and, if applicable, the Facility Lender pursuant to Section 12.2 as provided for in Section 13.1:

(1) Seller's assignment of this REPA, any direct or indirect change of control of Seller, or Seller's sale or other transfer of all or any material portion of its interest in the Facility, in each case except as permitted in accordance with Article 19;

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

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

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

12.3 Events of Default of BHCOE.

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

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

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

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

(B) Any of the following shall constitute an Event of Default of BHCOE upon its occurrence but shall be subject to cure within thirty (30) Days (or, if only curable by performance, rather than the payment of money damages, such longer period as may be reasonably required to effect such a cure, *provided* that Seller commences the cure within such thirty (30) Day period and diligently pursues such cure to conclusion thereafter) after the date of written notice from Seller to BHCOE as provided for in Section 13.1:

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

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

(C) Any of the following shall constitute an Event of Default of BHCOE upon its occurrence but shall be subject to cure within sixty (60) Days after the date of written notice from Seller to BHCOE as provided for in Section 13.1:

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

(2) BHCOE's assignment of this REPA, except as permitted in accordance with Article 19; or

(3) Any representation or warranty made by BHCOE in this REPA shall prove to have been false or misleading in any material respect

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

12.4 Damages Prior to Termination. Upon the occurrence of an Event of Default, and subject to the other provisions of this Article 12, the non-defaulting Party shall have the right to collect damages accruing prior to the termination of this REPA from the defaulting Party and the payment of any such damages accruing prior to the cure of an Event of Default shall constitute a part of the cure.

12.5 Termination. Upon the occurrence of an Event of Default which has not been cured within the applicable cure period, the non-defaulting Party shall have the right to declare a date, which shall be between 15 and 30 Days after the notice thereof, 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. Upon the termination of this REPA under this Section 12.5, the non-defaulting Party shall be entitled to receive from the defaulting Party the damages incurred by the non-defaulting Party in connection with such termination except such damages that are specifically prohibited by this Agreement.

12.6 Operation by BHCOE Following Event of Default of Seller.

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

(B) BHCOE shall give Seller and Seller's Facility Lender and Seller's Tax Investor ten (10) Days notice in advance of the contemplated exercise of BHCOE's rights under this Section. Following such ten (10) Day period, BHCOE, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Site and the Facility for the purpose of operating the Facility. Seller hereby irrevocably appoints BHCOE as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as BHCOE may reasonably deem necessary or appropriate to exercise BHCOE's step-in rights under this Section 12.6.

(C) During any period that BHCOE is in possession of and operating the Facility pursuant to this Section, BHCOE shall perform and comply with all of the obligations of Seller under this REPA and shall use the proceeds from the sale of electricity generated by Seller's interest in the Facility first, to

reimburse BHCOE for any and all expenses reasonably incurred by BHCOE in taking possession of and operating Seller's interest in the Facility, and second, to remit any remaining proceeds to Seller.

(D) During any period that BHCOE is in possession of and operating the Seller's interest in the Facility, Seller shall retain legal title to and ownership of the Facility and BHCOE shall assume possession, operation, and control solely as agent for Seller. BHCOE shall have the right to remain in possession of and operating Seller's interest in the Facility until Seller has removed those grounds that originally gave rise to BHCOE's right to operate the Facility and has cured any Events of Default of Seller that allowed BHCOE to exercise its rights under this Section 12.6.

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

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

(G) In the event that BHCOE assumes operation of the Seller's interest in the Facility under this Section 12.6, BHCOE shall operate the Facility in conformance with the Operating Standards.

12.7 Specific Performance. In addition to the other remedies specified in this Article 12, in the event that any Event of Default of Seller is not cured within the applicable cure period set forth herein, BHCOE may elect to treat this REPA as being in full force and effect and BHCOE shall have the right to specific performance.

12.8 Remedies Cumulative. 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, or available to a Party at law or in equity, 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; provided that the remedies provided for in this

REPA or available to a Party at law or in equity shall be the exclusive remedies of each Party on account of a breach of this REPA by the other Party.

12.9 Waiver and Exclusion of Damages. Neither Party shall be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages by statute, in tort or contract (except to the extent expressly provided herein); provided that if either Party is held liable to a third party for such damages and the Party held liable for such damages is entitled to indemnification therefor from the other Party hereto, the Indemnifying Party shall be liable for, and obligated to reimburse the Indemnified Party for, such damages.

12.10 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 the REPA.

12.11 BHCOE Failure to Pay. In the event BHCOE fails to pay Seller any undisputed amount due to Seller in the time period required herein, including any cure period, Seller may, in lieu of terminating the REPA, by written notice to BHCOE, elect to suspend supplying Seller's Renewable Energy to BHCOE until such time as the undisputed amount is paid. During any such suspension period, Seller may sell Seller's Renewable Energy to any third party purchaser.

ARTICLE 13. CONTRACT ADMINISTRATION AND NOTICES

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

13.2 Representative for Notices. 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.

13.3 Authority of Representatives. The Parties' representatives designated above shall have authority to act for its respective principals in all technical matters relating to performance of this 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.

13.4 Operating Records. Seller and BHCOE shall each keep complete and accurate records and all other data required by each of them for a period of three (3) years (or longer if required by applicable Law) for the purposes of proper administration of this REPA, including such records as may be required by state or federal regulatory authorities and WECC in the prescribed format.

13.5 Operating Log. Operator shall maintain an accurate and up-to-date operating log, in electronic format, 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 WECC in the prescribed format.

13.6 Billing and Payment Records. To facilitate payment and verification, Seller and BHCOE shall keep all books and records necessary for billing and payments in accordance with the provisions of Article 9 and grant the other Party reasonable access to those records.

13.7 Examination of Records. Seller and BHCOE 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 reasonable request and during normal business hours.

13.8 Dispute Resolution.

(A) In the event of any dispute arising under this REPA (a "Dispute"), within 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 30 Days after commencement of negotiations, within 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 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 14 Days following receipt of the Dispute summaries by the senior officers, either Party may seek available legal remedies.

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

ARTICLE 14. FORCE MAJEURE

14.1 Definition of Force Majeure.

The term “Force Majeure”, as used in this REPA, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a facility or significantly impair its operation for a period of time longer than normally encountered in similar businesses under comparable circumstances; lightning; ice storms; sabotage; vandalism beyond that which could reasonably be prevented by the Parties; 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 Law 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 and the issuance of any order, injunction, or other legal or equitable decree interfering with the performance of a Party’s obligations hereunder.

14.2 Applicability of Force Majeure.

(A) Neither Party shall be responsible or liable for any delay or failure in its performance 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 periodic 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 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, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

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

ARTICLE 15. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

(1) require any consent or approval by any governing body of Seller, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to BHCOE 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 properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this 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 upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this REPA.

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

(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 the Parties anticipate will be obtained 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 Laws presently in effect or which may be enacted during the Term of this REPA.

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

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

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

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

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

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

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

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

(E) With the exception of the matters set forth in Article 6 of this REPA, to the best knowledge of BHCOE, all permits, licenses, approvals, authorizations, consents, or other action required by any Governmental Authority to authorize BHCOE's execution, delivery and performance of this REPA, have been duly obtained and are in full force and effect.

(F) BHCOE shall comply with all applicable Laws presently in effect or that may be enacted during the Term of this REPA.

ARTICLE 16. INSURANCE

16.1 Coverage. Seller shall maintain at its sole cost and expense during the Term of this REPA, with insurers satisfactory to BHCOE and licensed to do business in the State of Colorado, the minimum insurance coverage set forth below.

(A) Commercial General Liability Insurance. Commercial General liability insurance against claims for bodily injury, including death, personal injury and property damage in an amount of at least \$5,000,000 per occurrence and in the aggregate. Such insurance shall provide coverage for products and completed operations, contractual liability and independent contractors. The amount of insurance required may be satisfied by the Seller purchasing coverage in the amounts specified by or any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.

(B) Property Insurance. Property insurance on an "all risk" basis, including coverage against damage or loss caused by fire, earthquake, and flood and providing coverage on a "replacement cost" basis. Any deductibles shall be the responsibility of Seller.

(C) Business Interruption. As an extension of the property insurance, the Seller shall maintain business interruption insurance in an amount of not less than twelve (12) months of gross earnings.

16.2 Policy Requirements. All policies, with the exception of property and business interruption insurance policies, shall name BHCOE as an additional insured and shall contain a severability of interest provision. All policies shall waive subrogation against BHCOE. The insurance shall apply on a primary and non-contributory basis with respect to any other insurance or self-insurance available to BHCOE. Any deductibles or self-insured retentions carried by Seller shall be the sole responsibility of Seller.

16.3 Evidence of Insurance. At the beginning of the Term, upon any change in insurers or material change to policies, and annually at each renewal, Seller shall furnish BHCOE with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein or, if requested by BHCOE, a certified copy of the insurance policy.

16.4 Notice. Certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty (30) days advance written notice to BHCOE in the event of cancellation, material change or non-renewal of the policy.

ARTICLE 17. INDEMNITY

17.1 Indemnity by Each Party

(A) Each Party (the “Indemnifying Party”) agrees to indemnify, defend and hold harmless the other Party (the “Indemnified Party”) from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) for personal injury or death to persons and damage to the Indemnified Party’s real property and tangible personal property or facilities or the property of any other person or entity to the extent arising out of, resulting from, or caused by an Event of Default under this REPA, violation of any applicable environmental laws, or by the negligent or tortious acts, errors, or omissions of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents. Nothing in this Section shall enlarge or relieve Seller or BHCOE of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Party, but the Indemnifying Party’s liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party’s negligent or intentional acts, errors or omissions caused the damages. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

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

(C) If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, provided that settlement or full payment of any such claim may be made only following consent of the

Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement.

ARTICLE 18. LEGAL AND REGULATORY COMPLIANCE

18.1 Compliance.

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

(B) Each Party shall deliver or cause to be delivered to the other Party certificates of its officers, accountants, engineers or agents as to matters as may be reasonably requested, and shall make available, upon reasonable request, personnel and records relating to the Facility to the extent that the requesting Party requires the same in order to fulfill any regulatory reporting requirements, or to assist the requesting Party in litigation, including, but not limited to, administrative proceedings before utility regulatory commissions.

ARTICLE 19. ASSIGNMENT AND OTHER TRANSFER RESTRICTIONS

19.1 No Assignment Without Consent. Except as permitted in this Agreement, neither Party shall assign this REPA or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided (i) at least thirty (30) Days prior notice of any such assignment shall be given to the other Party; (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party; (iii) no assignment shall impair any security hereunder (unless such security is replaced with comparable security); and (iv) before the REPA is assigned, the assignor and assignee must first obtain such approvals as may be required by all applicable Governmental Authorities.

(A) Seller's consent shall not be required for an assignment by BHCOE to an Affiliate of BHCOE.

(B) BHCOE's consent shall not be required for Seller to assign this REPA for collateral purposes to a Facility Lender. Seller shall notify BHCOE of any such assignment to the Facility Lender no later than thirty (30) Days after the assignment.

19.2 Accommodation of Facility Lender and Tax Investor. To facilitate Seller's obtaining of financing to construct and operate Seller's interest in the

Facility, BHCOE shall make reasonable efforts to provide such consents to collateral assignment, certifications, representations, information or other documents as may be reasonably requested by Seller's Facility Lender or Seller's Tax Investor in connection with the financing of Seller's interest in the Facility; provided, that in responding to any such request, BHCOE shall have no obligation to provide any consent, or enter into any agreement, that materially adversely affects any of BHCOE's rights, benefits, risks and/or obligations under this REPA.

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

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

19.5 Transfer Without Consent is Null and Void. Any sale, transfer, or assignment of any interest in the Facility or in this REPA made without fulfilling the requirements of the REPA shall be null and void and shall constitute an Event of Default pursuant to Article 10.

19.6 Subcontracting. Seller may subcontract its duties or obligations under this REPA with the prior written consent of BHCOE, which consent shall not be unreasonably withheld, provided that no such subcontract shall relieve Seller of any of its duties or obligations hereunder.

19.7 Right of First Refusal. In addition to the approval rights under Section 19.1 above, Seller may only assign or transfer this REPA or any portion thereof ("REPA Interest") pursuant to a bona fide offer from the proposed transferee (the "REPA Offer") following Seller's compliance with this Section 19.7.

(A) To comply with this Section 19.7, Seller shall notify BHCOE in writing of the REPA Offer (the "ROFR Notice"), setting forth the REPA Interest, name of the proposed transferee, the price (the "ROFR Price") and other material terms and conditions of the REPA Offer. BHCOE will have up to 90 days after receiving the ROFR Notice (the "ROFR Option Period") to notify Seller in writing that it desires to acquire the REPA Interest, but the combined offer from BHCOE cannot be less than all of the REPA Interest, at the ROFR Price and otherwise upon terms and conditions substantially similar to the terms and conditions set forth in the ROFR Notice (and provided that, for this

purpose, the requirement of BHCOE for approvals from Government Authorities, as well as the time required to obtain any such approvals, will be disregarded).

(B) If, in accordance with Section 19.7 above, BHCOE notifies Seller in writing within the ROFR Option Period that it desires to acquire the REPA Interest, then BHCOE and Seller will work together in good faith to, (i) prepare and execute, within 60 days following Seller's receipt of such written notice, a definitive purchase and sale agreement with respect to the REPA Interest, consistent with the terms and conditions set forth in the ROFR Notice, and (ii) consummate the transactions contemplated by such purchase and sale agreement in accordance with the terms thereof.

(C) If BHCOE does not notify Seller in writing within the ROFR Option Period that it desires to acquire the REPA Interest, Seller may assign or transfer the REPA Interest to the proposed transferee named in the ROFR Notice, (i) at a price equal to or greater than the ROFR Price, (ii) upon terms and conditions materially similar to the terms and conditions set forth in the ROFR Notice, and (iii) within 90 days following the expiration of the ROFR Option Period.

(D) This Section 19.7 shall not apply to any proposed assignment or transfer of a REPA Interest to implement a financing transaction.

19.8 Purchase at End of Term. BHCOE shall have the right to purchase the Facility at the end of the Term. BHCOE may exercise this right to purchase by giving notice to Seller ninety (90) days prior to the end of the Term, or in the event of early termination, upon such early termination. The purchase price shall be determined by the Parties based upon the fair market value of the Facility or by reference to a bona-fide third party offer to purchase the Facility.

ARTICLE 20. MISCELLANEOUS

20.1 Waiver. The 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.

20.2 Taxes.

(A) To the extent of Seller's interest in the Facility, Seller shall be solely responsible for any and all present or future taxes relating to the construction, ownership or leasing, operation or maintenance of the Facility, or any components or appurtenances thereof, and all ad valorem taxes relating to the Facility. Seller shall be solely responsible for any and all present or future taxes by reason of the sale and delivery of Seller's Renewable Energy up to the Point of Delivery.

(B) BHCOE shall be solely responsible for the payment of any present and future taxes or other impositions of Governmental Authorities at or beyond the Point of Delivery.

(C) All electric energy delivered by Seller to BHCOE hereunder shall be sales for resale, with BHCOE reselling such electric energy. BHCOE shall obtain and provide Seller with any certificates required by any Governmental Authority, or otherwise reasonably requested by Seller, to evidence that the deliveries of electric energy hereunder are sales for resale.

20.3 Fines and Penalties.

(A) Seller shall pay when due all fees, fines, penalties or costs incurred by Seller or its agents, employees or contractors for noncompliance by Seller, its employees, or subcontractors with any provision of this 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 BHCOE by any Governmental Authority due to noncompliance by Seller with this REPA, any requirements of law, any permit or contractual obligation, Seller shall indemnify and hold BHCOE harmless against any and all losses, liabilities, damages, and claims suffered or incurred by BHCOE, including claims for indemnity or contribution made by third parties against BHCOE, except to the extent BHCOE recovers any such losses, liabilities or damages through other provisions of this REPA.

20.4 Rate Changes.

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

(B) Absent the agreement of the 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 v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (commonly known as the "Mobile-Sierra doctrine").

20.5 Disclaimer of Third Party Beneficiary Rights. 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.

20.6 Relationship of the Parties. 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 except as may be expressly provided in separate agreements entered into between the parties in connection with their respective ownership interests in the Facility.

20.7 Equal Employment Opportunity Compliance Certification. Seller acknowledges that as a government contractor BHCOE 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 BHCOE. All applicable equal opportunity and affirmative action clauses shall be deemed to be incorporated herein as required by federal laws, executive orders, and regulations, including but not limited to 41 C.F.R. §60-1.4(a)(1-7).

20.8 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 expiration of the applicable statute of limitations, including without limitation warranties, remedies, or indemnities which obligation shall survive for the period of the applicable statute(s) of limitation.

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

20.10 Complete Agreement; Amendments. The terms and provisions contained in this REPA constitute the entire agreement between BHCOE and Seller with respect to the sale of Seller's Renewable Energy and shall supersede all previous communications, representations, or agreements, either verbal or written, between BHCOE and Seller with respect to the sale of Seller's Renewable Energy from 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. This Agreement

does not supersede any other agreements between the Parties concerning their respective ownership interests in the Facility or the operation of the Facility.

20.11 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.

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

20.13 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. Telefax or facsimile copies of documents or signature pages bearing original signatures, and executed documents or signature pages delivered by telefax or facsimile, shall, in each such instance, be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable.

20.14 Governing Law and Jurisdiction. 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 Colorado. Any dispute arising out of this REPA shall be resolved in state or federal courts in the State of Colorado.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this REPA.

SELLER

By: _____

Name: _____

Title: _____

**BLACK HILLS COLORADO
ELECTRIC UTILITY COMPANY, LP**

By: _____

Name: _____

Title: _____

EXHIBIT A

PRELIMINARY FACILITY DESCRIPTION

The Facility will be located east of Walsenburg, Colorado, in Huerfano County and shall consist of sixteen Vestas V100 1.815 MW wind turbines and the associated balance of plant and other facilities with an expected nameplate capacity rating of 29.04 MW.

[map attached]

EXHIBIT B

NOTICE ADDRESSES

BHCOE:

SELLER:

Black Hills/Colorado Electric Utility
Company, LP

1515 Wynkoop Street, Suite 500
Denver, Colorado 80202
Telephone: (303) 568-3241
Facsimile: (303) 476-5952
Attention: Mark Lux

With a copy to:

With a copy to:

Black Hills Corporation
PO Box 1400
Rapid City, SD 57709
Facsimile: (303) 721-2550
Attention: Steve Helmers

**Operating Committee
Representative:**

**Operating Committee
Representative:**

Mark Lux

Alternate:

Alternate:

Christopher Burke