

1 **APPENDIX A**

2 **Monthly Payment Schedule**

3
4 **1. Monthly Energy Payment (MEP) for Excess Energy.** The monthly payment for Excess
5 Energy shall be made in accordance to the following formula:

6
$$\text{MEP} = \text{EEP} \times \text{DEE}$$

7 Where:

8 EEP is the Excess Energy Price, which is \$56.94 per MWh and escalated at an
9 annual rate of 1.75% commencing on January 1, 2009, and continuing on each
10 anniversary of that date.

11 DEE is the MWh of Delivered Excess Energy delivered or deemed to be delivered
12 to the Point of Delivery during the month, as metered according to Section 8.4,
13 and, in the event of System Emergency or other curtailment, as may be adjusted
14 pursuant to Section 6.5(i).

15 **2. Monthly Payment for Startup and Test Energy.** Buyer shall purchase Delivered Energy
16 from the Facility during startup and testing periods prior to the Commercial Operation Date at a
17 price equal to \$55 per MWh times the Delivered Energy. All startup and test energy shall be
18 scheduled in accordance with Buyer procedures in Section 6.5. Buyer shall receive any and all
19 Environmental Attributes associated with the Startup and Test Energy, the value of which is
20 included in this Startup and Test Energy price.

21 **3. Monthly Environmental Attributes Payment.** After the Commercial Operation Date,
22 Buyer shall make a monthly payment to the Seller for the transfer of all Environmental
23 Attributes pursuant to Section 9.1 in an amount equal to \$10.60 per MWh times the Facility
24 Metered Output and escalated at an annual rate of 1.75% commencing on January 1, 2009 and
25 continuing on each anniversary of that date; provided that, beginning the sixth Contract Year, the
26 payment shall be increased by an additional \$1.96 per MWh.

27 **4. Taxes and Operating Insurance Payment.** Buyer shall reimburse Seller for all Taxes and
28 Operating Insurance premiums as set forth in Section 3.1 of the Agreement; provided that such
29 Taxes and Operating Insurance premiums associated with Site Common Facilities or the
30 Transmission Line will be apportioned to the Seller pro-rata based on the Facility Common
31 Facilities Interests or the Facility Transmission Line Interests, as the case may be, in the Site
32 Common Facilities or the Transmission Line, respectively, and in accordance with the common
33 or joint ownership, operation or use agreements therefor entered into in accordance with Section
34 2.11 or Section 2.12, as applicable. Such Taxes and Operating Insurance payments in the
35 aggregate shall not exceed \$4 million for any Contract Year, escalated at an annual rate of 1.75%
36 commencing on January 1, 2009 and continuing on each anniversary of that date. In the event
37 Seller fails to pay when due any Taxes or any Operating Insurance premiums, and fails to make
38 such payment within five days following notice from Buyer of such failure, Buyer shall have the

1 right to pay such Taxes or Operating Insurance premiums, as the case may be, and Seller shall
2 refund to Buyer the monthly payments made by Buyer with respect to such overdue Taxes or
3 Operating Insurance premiums pursuant to Section 3.1(h) with interest on such amounts of
4 monthly payments at the Present Value Rate. Thereafter, Buyer shall have the right exercised on
5 notice to Seller to pay such Taxes or Operating Insurance premiums, as applicable, in lieu of
6 making monthly payments therefor as provided in Section 3.1(h).

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APPENDIX B

Facility Description and Milestone Schedule

I. Facility Description

- The Facility Generating Premises, consisting of at least approximately 4000 acres, as described in Exhibit A to this Appendix B, which consist of leaseholds and other property rights and interests under the Leases and Property Agreements as set forth in Section 2.10.
- Exhibit A also provides a Facility layout showing the planned Facility configuration (which is subject to revision so as to show the actual Facility configuration), provided that such configuration shall comply with the following minimum specifications:
 - Individual wind turbines will be sited no closer than two (2) rotor diameters apart
 - Any two rows of wind turbines will be no closer than (6) rotor diameters apart
 - Upwind wind turbines will be set back at least six (6) rotor diameters from the Facility Generating Premises boundary
- Rights of way and easements associated with all of the wind turbine generators and all other fixtures and personal property associated with the Facility Generating Premises.
- Fee ownership of all wind turbine generators associated with the Contract Capacity, which is currently expected to include up to eighty 2.5-MW wind turbine generators and pad-mounted transformers, and all other fixtures and personal property located on or associated with the Facility Generating Premises.
- Up to four permanent meteorological towers appropriately located on the Facility Generating Premises, which are necessary to operate the Facility in accordance with this Agreement.
- A 34.5-kV power underground collection system linking each turbine to the next and to the main step-up transformer located on the Facility Generating Premises and the Site Common Facilities.
- One main step-up transformer to interconnect the 34.5-kV underground collection system to the Transmission Line located on the Site Common Facilities.
- The Facility Transmission Line Interests which shall consist of an ownership interest (which may be an undivided interest) in the property of the Transmission Line, including the rights of way, easements and other property rights and interests constituting the Transmission Line right of way, all associated real or personal property, and all rights and interests of the Seller in and to any rights of way, easement or license agreements, crossing permits, or line crossing agreements, and any and all agreements for joint ownership or for any third party joint operation or use of the Transmission Line or any capacity or transfer capability thereof

referred to in Section 2.12 which shall provide Seller with rights to not less than the greater of 220 MW of the capacity of the Transmission Line or 25% of such capacity.

- The Facility Common Facilities Interests which shall consist of an ownership interest (which may be an undivided interest) in the Site Common Facilities, including all associated real or personal property, and the rights and interests of the Seller in and to any and all agreements for joint ownership or for any third party joint operation or use of the Site Common Facilities or the capacity or capability thereof referred to in Section 2.11 and which shall provide Seller with the rights to such capability, capacity or use of the Site Common Facilities that shall in no event be less than that necessary to support the full Contract Capacity on a prudent and reliable basis.

II. Estimated Project Development Milestone Schedule

<p>4Q06</p>	<ul style="list-style-type: none"> • Ongoing collection of wind data at site • Plan of Development for Transmission Line submitted to USBLM • Conditional-Use-Permit Application submitted to Beaver County, Utah • Conditional Use Permit granted by Beaver County, Utah on Dec. 4, 2006 • Wind Turbine Generators (WTGs) Purchased – 80 Clipper C99 WTGs • Discussion with Utah State Tax Assessors Office regarding Property Tax Assessment
<p>1Q07</p>	<ul style="list-style-type: none"> • Final System Impact Study Reviewed with the Los Angeles Department of Water and Power (“LADWP”) • Completion of LADWP interconnection studies • Sign Interconnection Studies Agreement with LADWP/IPA. • NEPA Kickoff of Facility and Transmission Line commences • Seller hires NEPA contractor • Seller hires transmission engineering firm to design the project transmission line • Identify NEPA study requirements with the BLM • (Title 14 CEQA Compliance) • Property Tax Assessment Ongoing

2Q07	<ul style="list-style-type: none"> • Apply for Millard County, Utah Conditional Use Permit • BLM's NEPA review ongoing (Biological, Plant, Archeological) • Seller orders transmission line poles, conductors and other long-lead time equipment • Property tax assessment ongoing
3Q07	<ul style="list-style-type: none"> • USBLM's NEPA review ongoing
4Q07	<ul style="list-style-type: none"> • USBLM's NEPA review ongoing • Tax equity financing commitment obtained by Seller
1Q08	<ul style="list-style-type: none"> • BLM issues NEPA findings & Record of Decision for Facility
2Q08	<ul style="list-style-type: none"> • Construction & Installation of Facility commences • Construction of Transmission Line commences
3Q08	<ul style="list-style-type: none"> • Construction & installation of Facility • Wind Turbines arrive on site
4Q08	<ul style="list-style-type: none"> • Construction of Transmission Line completed • Testing & commissioning of Facility • Energization of substation & interconnection to Intermountain Power Project Switchyard • Commercial Operation Date Achieved
1Q09	<ul style="list-style-type: none"> • Final punchlist items

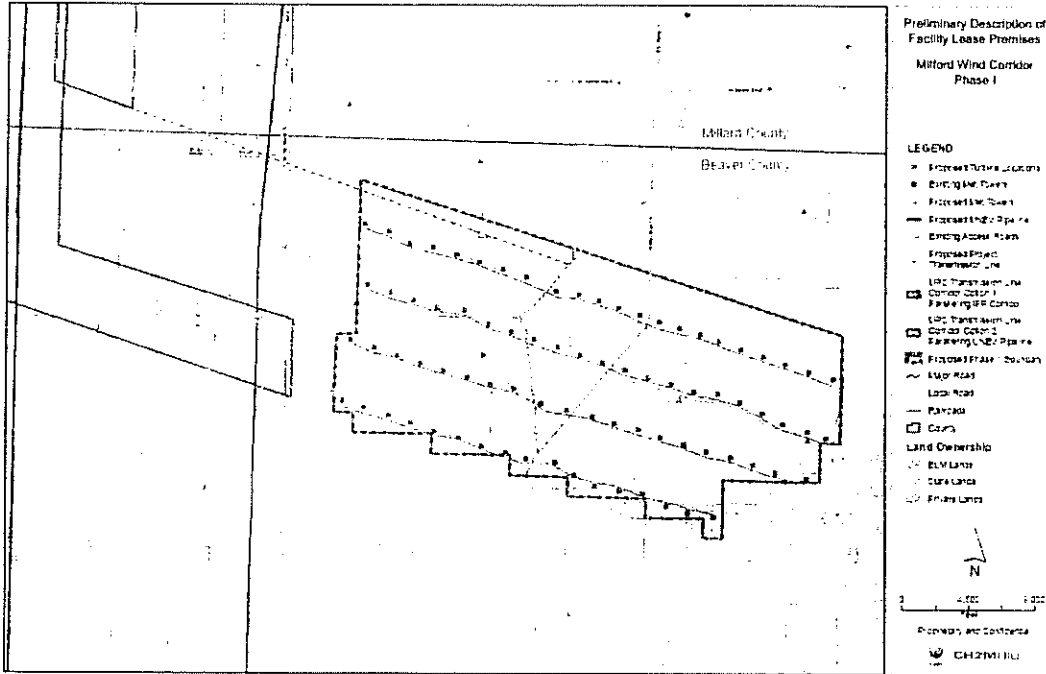
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Exhibit A to Appendix B

Description of Planned Facility Generating Premises and Facility Layout

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3 **APPENDIX C**

4 **Buyer and Seller Billing, Notification and Scheduling Contact Information**

5 1. **Authorized Representative.** Correspondence pursuant to Section 14.1 shall be transmitted to the following addresses:

6 1.1 **If to Buyer:**

7 Executive Director
8 Southern California Public Power Authority
9 225 S. Lake Avenue, Suite 1250
10 Pasadena, CA 91101
11 Telephone: 626-793-9364
12 Facsimile: 626-793-9461
13

14 1.2 **If to Seller:**

15 Milford Wind Corridor Phase I, LLC
16 c/o UPC Wind Management, Suite 201
17 Newton, MA 02459
18 Attn: General Counsel
19 Telephone: 617-964-3340
20 Facsimile: 617-964-3342
21

22 2. Billings and payments pursuant to Section 3.1 and Appendix A shall be transmitted to the following addresses:

23
24 2.1 **If Billing to Buyer:**

25 Finance and Accounting Manager
26 Southern California Public Power Authority
27 225 S. Lake Avenue, Suite 1250
28 Pasadena, CA 91101
29 Telephone: 626-793-9364
30 Facsimile: 626-793-9461
31

32 2.2 **If Payment to Buyer:**

33 Finance and Accounting Manager
34 Southern California Public Power Authority
35 225 S. Lake Avenue, Suite 1250
36 Pasadena, CA 91101
37 Telephone: 626-793-9364
38 Facsimile: 626-793-9461

1 3. All notices (other than scheduling notices) required under the Agreement shall be sent by
2 registered or certified mail, postage prepaid, to the address specified below.

3 If to Buyer:

4 Executive Director
5 Southern California Public Power Authority
6 225 S. Lake Avenue, Suite 1250
7 Pasadena, CA 91101
8 Telephone: 626-793-9364
9 Facsimile: 626-793-9461
10

11 If to Seller:

12 Milford Wind Corridor Phase I, LLC
13 c/o UPC Wind Management, Suite 201
14 Newton, MA 02459
15 Attn: General Counsel
16 Telephone: 617-964-3340
17 Facsimile: 617-964-3342

18 4. All notices related to scheduling of the Facility shall be sent to the following address:

19 If to Buyer:

20 Energy Systems Manager
21 Southern California Public Power Authority
22 225 S. Lake Avenue, Suite 1250
23 Pasadena, CA 91101
24 Telephone: 626-793-9364
25 Facsimile: 626-793-9461
26

27 If to Seller:

28 Milford Wind Corridor Phase I, LLC
29 c/o UPC Wind Management, Suite 201
30 Newton, MA 02459
31 Attn: General Counsel
32 Telephone: 617-964-3340
33 Facsimile: 617-964-3342
34

1 **APPENDIX D**

2
3 **Form of Attestation**

4
5 **Milford Wind Corridor Phase I, LLC**

6
7 **Environmental Attribute Attestation and Bill of Sale**

8 Milford Wind Corridor Phase I, LLC ("Milford/Seller") hereby sells, transfers and delivers to

9 _____ ("Buyer")

10 the Environmental Attributes and other associated environmental attribute reporting rights
11 associated with the generation of the indicated energy for delivery to the grid (as such term(s) are
12 defined in the

13 _____ (identify contract) (the "Agreement") dated _____, 200_

14 between Milford and Buyer) arising from the generation for delivery to the grid of the energy by
15 the Facility described below:

16 Facility name and location: _____

17 Fuel Type: _____

18 Capacity (MW):__ Operational Date: _____

19 (for facility that has added renewable capacity, show operational date and amount of new capacity)

20 As applicable: CEC Reg. no. ____ Energy Admin. ID no. ____ Q.F. ID no. ____

<u>Dates</u>	<u>MWwh generated</u>
_____ 200_	_____
_____ 200_	_____
_____ 200_	_____

26
27 in the amount of one Environmental Attribute or its equivalent for each megawatt hour generated;
28 and Milford further attests, warrants and represents as follows:

- 1 i) to the best of its knowledge, the information provided herein is true and correct;
2 ii) its sale to Buyer is its one and only sale of the Environmental Attributes and other
3 associated environmental attribute reporting rights referenced herein;
4 iii) the Facility generated and delivered to the grid the energy in the amount indicated as
5 undifferentiated energy; and

6 [check one:]

7 iv) Milford owns the Facility.

8 iv) to the best of Milford's knowledge, each of the Environmental Attributes and
9 Environmental Attribute Reporting Rights associated with the generation of the indicated
10 energy for delivery to the grid have been generated and sold by the Facility.

11 This serves as a bill of sale, transferring from Milford to Buyer all of Milford's right, title and
12 interest in and to the Environmental Attributes and Environmental Attribute Reporting Rights
13 associated with the generation of the energy for delivery to the grid.

14

15 Contact Person: _____ tel:

1 APPENDIX E

2 Form of Security Interest

3 **DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

4 THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed
5 of Trust") is by and among Milford Wind Corridor Phase I, LLC, a Delaware limited liability
6 company, having an office and mailing address c/o UPC Wind Management, LLC, 100 Wells
7 Avenue, Suite 201, Newton, Massachusetts 02459 (hereinafter "Trustor"),
8 _____ (hereinafter "Trustee"), and Southern California
9 Public Power Authority, a joint power agency created pursuant to the laws of the State of
10 California and having an office and mailing address at 225 South Lake Ave, Pasadena, CA
11 91101 (hereinafter "Beneficiary").

12 **WITNESSETH:**

13 1. Grant. Trustor grants, transfers, assigns, conveys and warrants to Trustee, for the
14 benefit of Beneficiary, and its successors and assigns, IN TRUST, WITH POWER OF SALE
15 AND RIGHT OF ENTRY AND POSSESSION, all right, title and interest of Trustor in and to all
16 of the following (collectively the "Subject Property"):

17 a. the fee simple interests in each of the parcels of real property described on
18 **Exhibit A** attached hereto and made a part hereof that are identified as a "Fee Parcel " thereon
19 (each a "Fee Parcel" and, collectively, the "Fee Parcels");

20 b. the leasehold interests in each of the parcels of real property described on
21 **Exhibit A** that are identified as a "Leasehold Parcel" thereon (each a "Leasehold Parcel" and
22 collectively the "Leasehold Parcels"), pursuant to each of the ground leases described on **Exhibit**
23 **B** attached hereto and made a part hereof (as the same may be amended, restated, supplemented
24 or otherwise modified from time to time (each a "Ground Lease" and collectively, the "Ground
25 Leases"); and the leasehold estates in the Leasehold Parcels created by the Ground Leases, and
26 all other rights of Trustor under the Ground Leases, including all of Trustor's unexpired estate,
27 title, interest and term of years by virtue of the Ground Leases and any and all credits, deposits,
28 options to renew or extend, options to purchase, rights of first refusal, and any other rights and
29 privileges of Trustor thereunder;

30 c. the rights-of-way and other interests granted in and with respect to each of
31 the parcels of real property described on **Exhibit A** that are identified as a "BLM Parcel" thereon
32 (each a "BLM Parcel" and collectively the "BLM Parcels"), pursuant to each of the Right-of-
33 Way Grant/Temporary Use Permits issued by the United States Department of Interior Bureau of
34 Land Management (the "BLM") described on **Exhibit B** attached hereto and made a part hereof
35 (as the same may be amended, restated, supplemented or otherwise modified from time to time
36 (each a "BLM Grant" and collectively, the "BLM Grants"); and the easement estates in the BLM
37 Parcels created by the BLM Grants, and all other rights of Trustor under the BLM Grants,
38 including all of Trustor's unexpired estate, title and interest by virtue of the BLM Grants and any
39 and all credits, deposits, options to renew or extend, and any other rights and privileges of

1 Trustor thereunder. The Fee Parcels, Leasehold Parcels, and BLM Parcels are referred to
2 collectively as the "Land";

3 d. all appurtenances now or hereafter belonging or in anywise appertaining to
4 the Land, including, without limitation, all easements, rights-of-way and rights used in
5 connection with or as a means of access to any portion of the Land, all right, title or interest of
6 Trustor in and to any road or highway adjoining the Land or any part thereof and all strips and
7 gores belonging, adjacent or pertaining to the Land; any after-acquired title to any of the
8 foregoing (all of the foregoing is referred to collectively as the "Appurtenances");

9 e. All buildings, structures, replacements, furnishings, fixtures, fittings and
10 other improvements and property of every kind and character now or hereafter located or erected
11 on the Land and owned or purported to be owned by Trustor, or leased or purported to be leased
12 to Trustor, together with all building or construction materials, equipment, appliances,
13 machinery, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now
14 or hereafter found on, affixed to or attached to the Land and owned or purported to be owned by
15 Trustor or leased or purported to be leased to Trustor, (all of the foregoing is herein referred to
16 collectively as the "Improvements"). The Land, Improvements and Appurtenances are herein
17 referred to collectively as the "Real Estate";

18 f. All equipment now or hereafter owned or purported to be owned by
19 Trustor and used or useful in connection with the Real Estate, regardless of whether located on
20 the Real Estate or located elsewhere including, without limitation, all rights of Trustor under any
21 lease to equipment and fixtures and other items of personal property at any time (all of the
22 foregoing is herein referred to collectively as the "Equipment");

23 g. All option rights, purchase or sale contracts, agreements, including
24 without limitation the Transmission and Common Facility Agreements as defined in Section 3q,
25 condemnation claims, demands, awards and settlement payments, insurance contracts, insurance
26 payments and proceeds, unearned insurance premiums, warranties, guarantees, utility deposits,
27 books and records and general intangibles of Trustor relating to the Real Estate or the Equipment
28 and any other intangible property of Trustor related to the Real Estate, the Equipment, the
29 Facility Transmission Line Interests or the Facility Common Facilities' Interests (hereafter
30 defined) (all of the foregoing is herein referred to collectively as the "Intangibles");

31 h. All rents, issues, profits, royalties, avails, income and other benefits
32 derived or owned by Trustor directly or indirectly from the Real Estate or the Intangibles (all of
33 the foregoing is herein collectively called the "Revenues");

34 i. All rights of Trustor, if any, to all plans and specifications, designs,
35 drawings and other matters prepared in connection with the Real Estate or the Equipment (all of
36 the foregoing is herein called the "Plans");

37 j. All rights of Trustor under any contracts executed by Trustor with any
38 provider of goods or services for or in connection with any construction, operation, maintenance
39 or services performed or to be performed in connection with the Real Estate or the Equipment,

1 including, without limitation, any construction contracts and management contracts (all of the
2 foregoing are herein referred to collectively as the "Contracts for Construction or Services");

3 k. All rights of Trustor in any permits, approvals, consents and other
4 authorizations in connection with the Real Estate (all of the foregoing is herein referred to
5 collectively as the "Permits");

6 l. to the extent not included in (a) through (k) above, all rights of Trustor in
7 and to the properties, easements, license agreements, crossing permits, right-of-way agreements,
8 line crossing agreements and other rights in land running in favor of Trustor, structures,
9 equipment and facilities, including, without limitation, those described in **Exhibit C** as the
10 Facility Transmission Line Interests (the "Facility Transmission Line Interests");

11 m. to the extent not included in (a) through (k) above, all rights of Trustor in
12 and to the properties, structures, equipment and facilities described in **Exhibit D** as the Facility
13 Common Facilities' Interests ("the Facility Common Facilities' Interests"); and

14 n. All other property or rights of Trustor of any kind or character related to
15 the Real Estate, the Equipment, the Intangibles, the Revenues, the Plans, the Contracts for
16 Construction or Services, the Permits, the Facility Transmission Line Interests or the Facility
17 Common Facilities' Interests, and all substitutions, replacements and additions thereto, whether
18 now existing or hereafter acquired, and all proceeds (including insurance and condemnation
19 proceeds) and products of any of the foregoing.

20 2. Secured Obligations. Trustor makes the grant, conveyance, transfer and
21 assignment set forth above for the purpose of securing the payment and performance of (i) all
22 obligations of Trustor, as Seller, under the Power Purchase Agreement dated
23 _____, 2007, between Trustor, as Seller, and Beneficiary, as Buyer (as defined
24 therein and as amended, supplemented or modified from time to time, the "Power Purchase
25 Agreement"), which provides for remedies to be exercised following a default under Section
26 11.1 of the Power Purchase Agreement (a "Default") and (ii) Trustor's performance pursuant to
27 its covenants and warranties of this Deed of Trust (collectively, the "Secured Obligations"). The
28 amount of the Secured Obligations secured by this Deed of Trust is indefinite, but in no event
29 shall the amount secured hereunder exceed THREE HUNDRED TWENTY FIVE MILLION and
30 No/100 Dollars (\$325,000,000 or the "Maximum Amount"); provided that such Maximum
31 Amount shall be reduced by \$10,000,000 on January 1st of each year following Contract Years
32 in which there is no Shortfall Energy due to Beneficiary, as Buyer (all as defined in the Power
33 Purchase Agreement).

34 3. Trustor Covenants and Warranties. Trustor hereby covenants with and warrants
35 to the Trustee and Beneficiary that: (a) at the execution and delivery hereof it is the owner of a
36 valid fee estate in the Fee Parcels, of a valid leasehold interest in the Leasehold Parcels, and of a
37 valid right way easement interest in the BLM Parcels, and that it is the owner or lessee of the
38 other Subject Property, that the Subject Property is free from all encumbrances whatsoever other
39 than: (i) any lien expressly provided for or permitted by the terms of the Power Purchase
40 Agreement, (ii) liens for taxes not yet due or for taxes being contested in good faith by
41 appropriate proceedings so long as such proceedings do not involve a material risk of the sale,

1 forfeiture, loss or restriction on the use of the Subject Property or any part thereof;
2 (iii) suppliers', vendors', mechanics', workman's, repairman's, employees' or other like liens
3 arising in the ordinary course of business for work or service performed or materials furnished in
4 connection with the Subject Property for amounts the payment of which is either not yet
5 delinquent or is being contested in good faith by appropriate proceedings so long as such
6 proceedings do not involve a material risk of the sale, forfeiture, loss or restriction on use of the
7 Subject Property or any part thereof, and (iv) easements, rights of way, use rights, exceptions,
8 encroachments, reservations, restrictions, conditions or limitations, provided that in each case the
9 same do not interfere with or impair the operation or use of the Subject Property or any rights or
10 interests therein as contemplated by the Power Purchase Agreement (collectively, the "Permitted
11 Encumbrances"); (b) each of the Ground Leases and the BLM Grants is in full force and effect
12 and has not been modified or terminated and that Trustor is not in default under any of the
13 Ground Leases or BLM Grants; (c) Trustor has good and lawful right to sell, mortgage and
14 convey the Subject Property; and (d) Trustor and its successors and assigns will forever warrant
15 and defend the Subject Property against all claims and demands whatsoever.

16 To protect the security of this Deed of Trust, Trustor agrees with the Trustee and Beneficiary as
17 follows:

18 a. Payment of Taxes. Trustor will pay or cause to be paid when due all taxes
19 and assessments, general or special, and any and all levies, claims, charges, expenses and liens,
20 ordinary or extraordinary, governmental or non-governmental, statutory or otherwise, due or to
21 become due, that may be levied, assessed, or charged on or against the Subject Property, and will
22 submit to Beneficiary all receipts showing payment of all of such taxes, assessments and charges
23 promptly after Beneficiary's written request therefor.

24 b. Maintenance and Repair. Trustor will operate and maintain the Subject
25 Property as required by the Power Purchase Agreement and not commit, suffer, or permit waste
26 of any part of the Subject Property.

27 c. Sales; Liens. Except as permitted by the Power Purchase Agreement,
28 Trustor will not sell, contract to sell, assign, transfer or convey, or permit to be transferred or
29 conveyed, the Subject Property or any part thereof or any interest or estate in any thereof; or
30 create, suffer or permit to be created or to exist any mortgage, lien, claim, security interest,
31 charge, encumbrance or other right or claim of any kind whatsoever upon the Subject Property or
32 any part thereof.

33 d. Insurance. Trustor will at all times maintain or cause to be maintained on
34 the Subject Property, all insurance required under the Power Purchase Agreement, the Ground
35 Leases and the BLM Grants. Any proceeds of such insurance shall be paid and accounted for as
36 provided for in the Power Purchase Agreement. Nothing contained in this Deed of Trust shall
37 create any responsibility or obligation on Beneficiary to collect any amounts owing on any
38 insurance policy or resulting from any condemnation, to rebuild or replace any damaged or
39 destroyed Improvements or other portions of the Subject Property or to perform any other act
40 hereunder. Beneficiary shall not by the fact of approving, disapproving, accepting, preventing,
41 obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount

1 of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance
2 companies, or payment or defense of lawsuits, and Trustor hereby expressly assumes full
3 responsibility therefor and all liability, if any, with respect thereto.

4 e. Eminent Domain. If the Subject Property, or any part or interest in any
5 thereof, is threatened or taken by condemnation, Trustor shall take all action reasonably required
6 by Beneficiary in order to protect Trustor's and Beneficiary's rights with respect to any such
7 taking, including the commencement of, appearance in or prosecution of any appropriate action
8 or proceeding. Trustor and Beneficiary shall apply all condemnation awards as provided in the
9 Power Purchase Agreement.

10 f. Governmental Requirements. Trustor will at all times fully comply in all
11 material respects with, and cause the Subject Property and the use and condition thereof fully to
12 comply in all material respects with, all federal, state, county, municipal, local and other
13 governmental statutes, ordinances, requirements, regulations, rules, orders and decrees of any
14 kind whatsoever that apply or relate to Trustor or the Subject Property or the use thereof
15 (including, without limitation, those relating to land use and development, construction, access,
16 water rights and use, and hazardous waste and substances), and will comply with all conditions
17 and requirements necessary to preserve and extend any and all rights, licenses, permits,
18 privileges, franchises and concessions which are applicable to Trustor or have been granted for
19 the Subject Property or the use thereof, in each case to the extent required under the Power
20 Purchase Agreement. Unless required by applicable law, or unless Beneficiary has otherwise
21 first agreed in writing or under the Power Purchase Agreement, Trustor shall not make or allow
22 any changes to be made in the nature of the occupancy or use of the Subject Property or any
23 portion thereof for which the Subject Property or such portion was intended at the time this Deed
24 of Trust was delivered. Trustor shall not initiate or acquiesce in any change in any zoning or
25 other land use classification now or hereafter in effect and affecting the Subject Property or any
26 part thereof without in each case obtaining Beneficiary's prior written consent thereto.

27 g. No Mechanics' Liens. Trustor will not suffer any construction,
28 mechanic's, laborer's or materialmen's lien or similar liens to be created or remain outstanding
29 upon the Subject Property or any part thereof, other than those liens that are Permitted
30 Encumbrances. Trustor agrees to promptly deliver to Beneficiary a copy of any notices that
31 Trustor receives with respect to any recorded lien or the foreclosure thereof.

32 h. Continuing Priority. Trustor will pay such fees, taxes and charges,
33 execute and record or file (at Trustor's expense) such deeds, conveyances, mortgages and
34 financing statements and do all such other acts and things as Beneficiary may from time to time
35 reasonably request to establish and maintain this Deed of Trust as a valid and perfected first and
36 prior lien on and security interest in the Subject Property.

37 i. Environmental Laws. Trustor shall take all appropriate response actions,
38 including any removal and remedial actions, in the event of a release, emission, discharge or
39 disposal of Hazardous Materials, as defined hereinafter, in, on, under, or about the Subject
40 Property and shall operate and maintain the Subject Property in compliance with all
41 Environmental Laws, as defined hereinafter. The term "Hazardous Materials" shall mean

1 dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or
2 substances, as defined in or governed by the provisions of any Environmental Law. The term
3 "Environmental Laws" shall mean any federal, state or local laws, statutes, ordinances, rules,
4 regulations, orders, or permits now in effect or hereinafter enacted, pertaining to the public
5 health, safety, industrial hygiene, or the environmental conditions on, under or about the Real
6 Estate.

7 j. Corrective Action. In the event Trustor is in material breach of any of its
8 representations, warranties or agreements as set forth in this Deed of Trust, then, without limiting
9 Beneficiary's other rights hereunder, Trustor, at its sole expense, shall take all actions required,
10 including, without limitation, environmental cleanup of the Subject Property, to comply with the
11 representations, warranties, and covenants contained herein and with all applicable legal
12 requirements and, in any event, shall take all actions deemed necessary under all applicable
13 Environmental Laws.

14 k. Right of Inspection. Trustor hereby grants to Beneficiary, its agents,
15 attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and
16 authorization, upon reasonable notice, to enter upon and inspect the Subject Property and
17 facilities thereon, and perform such tests (including without limitation, if a Phase I
18 Environmental Site Assessment, as hereinafter defined, provides evidence of a breach of
19 Trustor's covenants with respect to Hazardous Materials hereunder, subsurface testing, soils and
20 groundwater testing, and other tests which may physically invade the Subject Property) as
21 Beneficiary, in its reasonable discretion, determines are necessary to protect its interest in the
22 Subject Property or in connection with any foreclosure (or transfer in lieu of foreclosure) with
23 respect to the Subject Property; provided, however, that under no circumstances shall
24 Beneficiary be obligated to perform such inspections or tests, and provided, further, that
25 Beneficiary indemnifies Trustor for gross negligence or willful misconduct of Beneficiary with
26 respect to any such tests. In making such inspections, Beneficiary shall be accompanied by a
27 representative of Trustor, if requested by Trustor, and shall comply with Trustor's safety
28 requirements. Trustor shall make its representative reasonably available to Beneficiary in order
29 to accommodate Beneficiary's inspections as provided in this paragraph. The term "Phase I
30 Environmental Site Assessment" shall mean an assessment of the environmental condition of the
31 Real Estate conducted in accordance with American Society for Testing Materials ("ASTM")
32 standards.

33 l. Indemnity. Trustor agrees to indemnify and hold Beneficiary, its
34 directors, employees, agents, and its successors and assigns, harmless from and against any and
35 all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders,
36 remedial action requirements, enforcement actions of any kind, and all costs and expenses
37 incurred in connection therewith (including without limitation attorneys' fees and expenses)
38 arising directly or indirectly, in whole or in part, out of any failure of Trustor to comply with the
39 environmental representations, warranties, and covenants contained herein. This indemnity shall
40 in no way diminish any additional indemnification obligations of the parties set forth in the
41 Power Purchase Agreement.

1 m. Continuation of Representations, Warranties, Covenants and Indemnities.

2 Trustor's representations, warranties, covenants, and indemnities contained herein shall survive
3 the occurrence of any event whatsoever, including, without limitation, the satisfaction of the
4 obligations secured hereby, the reconveyance or foreclosure of this Deed of Trust, the acceptance
5 by Beneficiary of a deed in lieu of foreclosure, or any transfer or abandonment of the Subject
6 Property

7 n. Beneficiary's Performance. If Trustor fails to pay or perform any of its

8 obligations herein contained (including payment of expenses of foreclosure and court costs),
9 Beneficiary may (but need not), as agent or attorney-in-fact of Trustor, make any payment or
10 perform (or cause to be performed) any obligation of Trustor hereunder, in any form and manner
11 deemed expedient by Beneficiary, and any amount so paid or expended (plus reasonable
12 compensation to Beneficiary for its out-of-pocket and other expenses for each matter for which it
13 acts under this Deed of Trust), with interest thereon at the rate of one percent (1%) per month, or
14 the maximum rate permitted by law, whichever is less (the "Default Rate"), shall be added to
15 amount hereby secured and shall be repaid to Beneficiary upon demand. By way of illustration
16 and not in limitation of the foregoing, Beneficiary may (but need not) do all or any of the
17 following: make lease payments, payments of principal or interest, or other amounts on the
18 Ground Lease or the BLM Grants and any other lien, encumbrance or charge on any of the
19 Subject Property; complete construction; make payments with respect to maintaining and
20 operating the Subject Property, make repairs; obtain insurance and pay premiums therefor;
21 purchase, discharge, compromise or settle any tax lien or any other lien, encumbrance, suit,
22 proceeding, title or claim thereof; contest any tax or assessment; and redeem from any tax sale or
23 forfeiture affecting the Subject Property. In making any payment or securing any performance
24 relating to any obligation of Trustor hereunder, Beneficiary shall be the sole judge of the legality,
25 validity and amount of any lien or encumbrance and of all other matters necessary to be
26 determined in satisfaction thereof. No such action of Beneficiary shall ever be considered as a
27 waiver of any right accruing to it on account of the occurrence of any matter which constitutes a
28 Default or a breach of Trustor's obligations under this Deed of Trust.

29 o. Subrogation. To the extent that Beneficiary, on or after the date hereof,

30 pays any sum under any provision of law or any instrument or document creating any lien or
31 other interest prior or superior to the lien of this Deed of Trust, Beneficiary shall have and be
32 entitled to a lien or other interest on the Subject Property equal in priority to the lien or other
33 interest discharged and Beneficiary shall be subrogated to, and receive and enjoy all rights and
34 liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and
35 benefit Beneficiary in securing the obligations secured hereby.

36 p. Covenants Regarding Ground Leases and BLM Grants.

37 i. Each of the Ground Leases and BLM Grants is valid and in full

38 force and effect in accordance with the terms thereof and has not been modified except as herein
39 set forth. All of the rents and other charges payable under the Ground Leases and BLM Grants
40 prior to the execution hereof have been paid, all of the terms, conditions and agreements
41 contained in the Ground Leases and BLM Grants have been performed and no default exists

1 under any of the Ground Leases or BLM Grants. This Deed of Trust is lawfully executed and
2 delivered and is, and will be kept, a valid lien on the interests of Trustor therein.

3 ii. Trustor will promptly pay, or cause to be paid, all rents, charges
4 and other sums or amounts required to be paid by Trustor under the terms of the Ground Leases
5 and BLM Grants, will further timely and fully keep and perform all of the covenants, terms,
6 conditions and provisions of the Ground Leases and BLM Grants required to be performed and
7 complied with by the tenant or grantee thereunder, and will not do or suffer to be done anything
8 the doing of which, or refrain from doing anything the omission of which, will materially impair
9 or have a material adverse effect upon the security of this Deed of Trust. Trustor shall provide
10 evidence of such payments promptly upon the written request of Beneficiary. Until the
11 obligations secured hereby have been indefeasibly paid in full, Trustor shall exercise all options
12 to renew the Ground Leases and BLM Grants. Trustor shall do, or cause to be done, all things
13 necessary to preserve and keep unimpaired the rights of Trustor as lessee or grantee under the
14 Ground Leases and BLM Grants and to prevent any default under the Ground Leases and BLM
15 Grants, or any termination, surrender, cancellation, forfeiture or impairment thereof, except as
16 permitted under the Power Purchase Agreement.

17 iii. Except as permitted under the Power Purchase Agreement, Trustor
18 shall not extend, supplement, cancel or surrender or in any material way modify the terms of any
19 Ground Leases, the BLM Grants, or other easements, licenses, crossing permits or other permits
20 or agreements included within the Subject Property without Beneficiary's prior written consent,
21 which consent shall not be withheld unless such action is likely to adversely affect the security
22 provided to Beneficiary under this Deed of Trust. Trustor expressly releases and surrenders unto
23 Beneficiary all its right, power and authority to cancel, surrender, amend, modify, supplement or
24 alter in any way the terms and provisions of the Ground Leases or BLM Grants, except as
25 specifically provided in the Power Purchase Agreement or except with Beneficiary's prior
26 consent, which consent not be withheld unless such action is likely to adversely affect the
27 security provided to Beneficiary under this Deed of Trust. Trustor will use commercially
28 reasonable efforts to enforce the provisions of the Ground Leases and BLM Grants short of
29 termination thereof to the end that Trustor may enjoy all of the rights granted to it as lessee or
30 grantee under the Ground Leases and BLM Grants. Trustor will promptly notify Beneficiary of
31 any breach by the lessor or grantor under any of the Ground Leases or BLM Grants and of any
32 inability of such lessor or grantor to perform its obligations under any of the Ground Leases or
33 BLM Grants. Trustor assigns to Beneficiary the proceeds of any claim Trustor may have against
34 such lessor or grantor for such breach or inability. In the event of a Default or a material breach
35 by Trustor of its obligations under this Deed of Trust, Beneficiary shall have the sole right to
36 choose either (i) to proceed against such lessor or grantor in Trustor's name or in Beneficiary's
37 name as agent for Trustor, and Trustor agrees to cooperate with Beneficiary in such action and to
38 execute all documents required by Beneficiary in furtherance of such action, or (ii) to have
39 Trustor proceed on its and Beneficiary's behalf, in which event Beneficiary may participate in
40 such proceedings, and Trustor will deliver to Beneficiary all documents required by Beneficiary
41 for such participation. Trustor shall, at its expense, diligently prosecute such proceedings, shall
42 deliver to Beneficiary copies of all papers served in connection therewith and shall consult and
43 cooperate with Beneficiary and its attorneys and agents, provided that no settlement of such
44 proceedings may be made by Trustor without Beneficiary's prior written consent.

1 iv. Trustor shall promptly notify Beneficiary of any material default
2 by Trustor under any Ground Lease or BLM Grant or of the receipt by it of any notice of default
3 from the lessor or grantor thereunder or notice of termination of any Ground Lease or BLM
4 Grant pursuant to the provisions thereof and shall furnish to Beneficiary immediately any and all
5 information which Beneficiary may reasonably request concerning the performance by Trustor
6 of the covenants of the Ground Leases, the BLM Grants or of this Deed of Trust. Trustor shall
7 promptly deposit with Beneficiary a copy of the Ground Leases and BLM Grants, certified as
8 true, correct and complete by Trustor, and any and all documentary evidence received by it
9 showing compliance by Trustor with the provisions of the Ground Leases and BLM Grants and
10 will also deliver to Beneficiary a copy of any notice, communication, plan, specification or other
11 instrument or document received or given by it in any way relating to or affecting the Ground
12 Leases or BLM Grants which may concern or affect the estate of the lessor or the lessee in or
13 under the Ground Leases, the Trustor under the BLM Grants, or in the real estate thereby
14 demised.

15 q. Covenants Regarding Facility Transmission Line Interests and the Facility
16 Common Facilities' Interests.

17 i. Trustor has provided Beneficiary with true and correct copies of all
18 easements, rights of way, common ownership, maintenance and other agreements existing with
19 regard to the Facility Transmission Line Interests and the Facility Common Facilities' Interests
20 (collectively, the "Transmission and Common Facility Agreements"). Each of the Transmission
21 and Common Facility Agreements is a valid and existing agreement, is in full force and effect in
22 accordance with the terms thereof and has not been modified, except as set forth herein. All of
23 payments and other charges payable by Trustor under the Transmission and Common Facility
24 Agreements prior to the execution hereof have been paid, all of the terms, conditions and
25 agreements contained in the Transmission and Common Facility Agreements have been
26 performed and no default exists under the Transmission and Common Facility Agreements. This
27 Deed of Trust is and will be kept a valid lien on the rights and interests of Trustor therein.

28 ii. Trustor will promptly pay, or cause to be paid, all rents, charges
29 and other sums or amounts required to be paid by Trustor under the terms of the Transmission
30 and Common Facility Agreements, will further timely and fully keep and perform all of the
31 covenants, terms, conditions and provisions of the Transmission and Common Facility
32 Agreements required to be performed and complied with by Trustor thereunder, and will not do
33 or suffer to be done anything the doing of which, or refrain from doing anything the omission of
34 which, will impair the security of this Deed of Trust. Trustor shall provide evidence of such
35 payments immediately upon the request of Beneficiary. Until the obligations secured hereby
36 have been indefeasibly paid in full, Trustor shall keep the Transmission and Common Facility
37 Agreements in full force and effect. Trustor shall do, or cause to be done, all things necessary to
38 preserve and keep unimpaired the rights of Trustor under the Transmission and Common Facility
39 Agreements and to prevent any default under the Transmission and Common Facility
40 Agreements, or any termination, surrender, cancellation, forfeiture or impairment thereof.

41 iii. Trustor covenants that it will not modify, extend, supplement or
42 cancel any of the transmission and common facility agreements as to which Beneficiary has

1 rights of review or approval under Sections 2.11 or 2.12 of the Power Purchase Agreement, or
2 waive or release the other parties thereto of or from any obligations, conditions or agreements by
3 said parties, and shall not have the power to do so, without Beneficiary's prior written consent,
4 which consent shall be granted upon confirmation by Beneficiary that such action is not likely to
5 have an adverse effect on, or increase the risk of Beneficiary with regard to, the security
6 provided to Beneficiary under this Deed of Trust. Trustor agrees to promptly notify Beneficiary
7 of any breach by any party to the Transmission and Common Facility Agreements and to enforce
8 the obligations of the other parties to the Transmission and Common Facility Agreements, to the
9 end that Trustor may enjoy all of its rights under the Transmission and Common Facility
10 Agreements. In the event of a Default or a material breach by Trustor of its obligations under this
11 Deed of Trust, Beneficiary shall have the sole right to choose either (i) to proceed against such
12 other parties in Trustor's name or in Beneficiary's name as agent for Trustor, and Trustor agrees
13 to cooperate with Beneficiary in such action and to execute all documents required by
14 Beneficiary in furtherance of such action, or (ii) to have Trustor proceed on its and Beneficiary's
15 behalf, in which event Beneficiary may participate in such proceedings, and Trustor will deliver
16 to Beneficiary all documents required by Beneficiary for such participation. Trustor shall, at its
17 expense, diligently prosecute such proceedings, shall deliver to Beneficiary copies of all papers
18 served in connection therewith and shall consult and cooperate with Beneficiary and its attorneys
19 and agents, provided that no settlement of such proceedings may be made by Trustor without
20 Beneficiary's prior written consent.

21 iv. Trustor shall promptly give Beneficiary notice of any material
22 default by Trustor under the Transmission and Common Facility Agreements or of the receipt by
23 it of any notice of default from any party thereunder or notice of termination of any of the
24 Transmission and Common Facility Agreements pursuant to the provisions thereof and shall
25 furnish to Beneficiary immediately any and all information which Beneficiary may reasonably
26 request concerning the performance by Trustor of the covenants of the Transmission and
27 Common Facility Agreements. Upon the request of Beneficiary, Trustor shall promptly deposit
28 with Beneficiary a copy of the Transmission and Common Facility Agreements, certified as true,
29 correct and complete by Trustor, and any and all documentary evidence received by it showing
30 compliance by Trustor with the provisions of the Transmission and Common Facility
31 Agreements.

32 r. Bankruptcy Rights and Remedies. The lien of this Deed of Trust attaches
33 to all of Trustor's rights and remedies at any time arising under or pursuant to Section 365 of the
34 Bankruptcy Code (the "Bankruptcy Code"), including, without limitation, all of Trustor's rights
35 to remain in possession of the Subject Property. Trustor shall not commence any action, suit,
36 proceeding or case, or file any application or make any motion, in respect of the Ground Leases
37 or BLM Grants in any such case under the Bankruptcy Code without the prior written consent of
38 Beneficiary. Trustor shall promptly, after obtaining knowledge thereof, notify Beneficiary orally
39 of any filing by or against the lessor or Trustor of a petition under the Bankruptcy Code. Trustor
40 shall thereafter forthwith give written notice of such filing to Beneficiary, setting forth any
41 information available to Trustor as to the date of such filing, the court in which such petition was
42 filed and the relief sought therein. Trustor shall promptly deliver to Beneficiary, following
43 receipt, any and all notices, summons, pleadings, applications and other documents received by
44 Trustor in connection with any such petition and any proceedings relating thereto.

1 s. Beneficiary's Lease. Notwithstanding the provisions of the foregoing
2 paragraphs regarding termination of the Ground Leases or BLM Grants, upon a termination or
3 rejection of one or more of the Ground Leases or BLM Grant by or for Trustor as a debtor under
4 the Bankruptcy Code, Trustor acknowledges that Beneficiary may enter into (1) an instrument
5 recognizing, confirming and giving legal effect to the continued existence of such Ground Lease
6 or BLM Grant in favor of Beneficiary or its designee, or (2) a new lease or right-of-way grant in
7 favor of Beneficiary or its designee (in either event the "Beneficiary's Lease") for the Subject
8 Property pursuant to the terms of such Ground Lease or BLM Grant, or the provisions of a
9 separate agreement between Beneficiary and the lessor, in such event, Beneficiary's execution of
10 Beneficiary's Lease shall not be deemed to be in satisfaction in whole or in part of the
11 obligations secured hereby and all of the other terms, covenants and conditions contained in this
12 Deed of Trust shall remain as a lien on the Subject Property. Trustor hereby releases, remises,
13 and quitclaims to Beneficiary any interest Trustor may have in Beneficiary's Lease and further
14 agrees and acknowledges that Beneficiary may assign Beneficiary's Lease without notice,
15 consent or joinder of Trustor. Trustor further waives any right Trustor may have to challenge the
16 adequacy of any consideration received therefore.

17 4. Default and Remedies. Should (i) a Default occur under the Power Purchase
18 Agreement, as provided and defined therein; (ii) Trustor fail to pay any amount when due under
19 this Deed of Trust, or other amounts due under any Ground Lease, BLM Grant, or any of the
20 Transmission and Common Facility Agreements, which is not cured within thirty (30) days after
21 receiving written notice thereof from Beneficiary; or (iii) Trustor fail to perform any of its other
22 material duties or obligations under this Deed of Trust, which failure is not cured within sixty
23 (60) days after receipt of written of such failure from Beneficiary (provided that if (A) such
24 breach cannot be cured within such period, (B) such breach is susceptible of cure within an
25 additional thirty (30) days, (C) Trustor is proceeding with diligence and in good faith to cure
26 such breach, (D) the existence of such breach has not resulted in, and would not after considering
27 the nature of the cure be reasonably expected to give rise to, a termination by the counterparty to
28 any Ground Lease, BLM Grant, or Transmission and Common Facility Agreement, which is
29 subject to breach, or to otherwise have a material adverse effect on the Subject Property or the
30 validity or priority of Beneficiary's security interests and lien on the Subject Property, then such
31 cure period shall be extended an additional thirty (30) days), then Beneficiary shall have the right
32 to foreclose the lien of this Deed of Trust. In addition, Beneficiary may exercise any remedy
33 available at law or in equity to Beneficiary's or under the Power Purchase Agreement, including
34 but not limited to those listed below, in such sequence or combination as Beneficiary may
35 determine in Beneficiary's sole discretion:

36 a. Performance of Defaulted Obligations. Beneficiary may make any
37 payment or perform any other obligation under this Deed of Trust which Trustor has failed to
38 make or perform as provided for herein. All payments made and expenses (including attorney's
39 fees) incurred by Beneficiary in this connection, together with interest thereon at the Default
40 Rate from the date paid or incurred until repaid, will be part of the obligations secured by this
41 Deed of Trust and will be immediately due and payable by Trustor to Beneficiary. In lieu of
42 advancing Beneficiary's own funds for such purposes, Beneficiary may use any funds of Trustor
43 which may be in Beneficiary's possession, including but not limited to insurance or
44 condemnation proceeds and amounts deposited for taxes, insurance premiums, or other purposes.

1 b. Specific Performance and Injunctive Relief. Notwithstanding the
2 availability of legal remedies, Beneficiary will be entitled to obtain specific performance,
3 mandatory or prohibitory injunctive relief, or other equitable relief requiring Trustor to cure or
4 refrain from repeating any default.

5 c. Possession of Subject Property. Beneficiary may enter and take
6 possession of the Subject Property without seeking or obtaining the appointment of a receiver,
7 may employ a managing agent for the Subject Property, and may lease or rent all or any part of
8 the Subject Property, either in Beneficiary's name or in the name of Trustor, and may collect the
9 rents, issues, and profits of the Subject Property. Any revenues collected by Beneficiary under
10 this section will be applied first toward payment of all expenses (including attorney's fees)
11 incurred by Beneficiary, together with interest thereon at the Default Rate from the date incurred
12 until repaid, and the balance, if any, will be applied against the obligations secured hereby.

13 d. Other Remedies. Beneficiary may exercise all rights and remedies set
14 forth in the Power Purchase Agreement or in this Deed of Trust, including all rights of a secured
15 party under the UCC, as defined in Article 5 hereof.

16 e. Foreclosure.

17 i. Trustee's Sale. Beneficiary may foreclose this Deed of Trust by
18 way of a trustee's sale pursuant to the provisions of Title 57, Chapter 1, *Utah Code Annotated*, as
19 currently in effect, as amended, or in any other manner then permitted by law ("Trustee Sale").
20 After the lapse of such time as may then be required by law following the recordation of said
21 notice of default, and notice of default and notice of sale having been given as then required by
22 law, Trustee, without demand on Trustor, shall sell the Subject Property on the date and at the
23 time and place designated in said notice of sale, either as a whole or in separate parts or parcels,
24 and in the absence of direction by Trustor, in such order as it may determine, at public auction to
25 the highest bidder, the purchase price payable in lawful money of the United States at the time of
26 the sale. To the extent allowed by law, the person conducting the sale may, for any cause he or
27 she deems expedient, postpone the sale from time to time until it shall be completed and, in
28 every such case, postponement shall be given by public declaration thereof at the time and place
29 last appointed for sale. Trustee shall execute and deliver to the purchaser its trustee's deed
30 conveying said property so sold, but without any covenant or warranty, express or implied. The
31 recitals in the trustee's deed of any matters or facts shall be conclusive proof as to bona fide third
32 parties of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.
33 Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of
34 exercising the power of sale and of the sale, including the payment of Trustee's and attorney's
35 fees; (2) the Secured Obligations; and (3) the remainder, if any, to the person or persons entitled
36 thereto.

37 ii. Judicial Foreclosure. Beneficiary shall also have the right to
38 foreclose this Deed of Trust as a mortgage by appropriate proceedings in any court of competent
39 jurisdiction ("Judicial Foreclosure").

40 iii. Expenses of Trustee's Sale or Foreclosure. All reasonable fees,
41 costs and expenses of any kind incurred by Beneficiary in connection with foreclosure of this

1 Deed of Trust, including, without limitation, the reasonable costs of any appraisals of the Subject
2 Property obtained by Beneficiary, all reasonable costs of any receivership for the Subject
3 Property advanced by Beneficiary, and all reasonable attorneys' and consultants' fees incurred
4 by Beneficiary, appraisers' fees, outlays for documentary and expert evidence, stenographers'
5 charges, publication costs and costs (which may be estimates as to items to be expended after
6 entry of the decree) of procuring all such abstracts of title, title searches and examination and
7 similar data and assurances with respect to title, as Trustee or Beneficiary may deem necessary
8 either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to
9 such proceedings the true conditions of the title to or the value of the Subject Property, together
10 with and including a reasonable compensation to Trustee, shall constitute a part of the
11 obligations secured hereby and may be included as part of the amount owing from Trustor to
12 Beneficiary at any foreclosure sale.

13 iv. Proceeds of Trustee's or Foreclosure Sale. The proceeds of
14 foreclosure sale of the Subject Property shall be distributed and applied in the following order of
15 priority: first, on account of all costs and expenses incident to the foreclosure proceedings,
16 second, to the obligations secured hereby, and lastly, to Trustor, or, if applicable to such person
17 or persons legally entitled thereto.

18 v. Insurance Upon Foreclosure. In case of an insured loss after
19 Judicial Foreclosure or Trustee Sale proceedings have been instituted, the proceeds of any
20 insurance policy or policies, if not applied to rebuilding or restoring the buildings or
21 improvements, shall be used to pay the amount due under the obligations secured hereby. In the
22 event of Judicial Foreclosure or Trustee Sale, Beneficiary or Trustee is hereby authorized,
23 without the consent of Trustor, to assign any and all insurance policies to the purchaser at the
24 sale, or to take such other steps as Beneficiary or Trustee may deem advisable to cause the
25 interest of such purchaser to be protected by any of the said insurance policies.

26 f. Appointment of Receiver. Beneficiary shall be entitled to the appointment
27 of a receiver. Such receiver and his agents shall be empowered (a) to take possession of the
28 Subject Property and any businesses conducted by Trustor or any other person (other than the
29 lessor or other persons authorized by the lessor with respect to any rights to use portions of the
30 Subject Property retained by the lessor as provided in the Ground Leases or by the BLM under
31 the BLM Grants) thereon and any business assets used in connection therewith and, if the
32 receiver deems it appropriate, to operate the same, (b) to exclude Trustor and Trustor's agents
33 and employees from the Subject Property, (c) to collect the rents, issues, profits, and income
34 therefrom, (d) to complete any construction which may be in progress, (e) to do such
35 maintenance and make such repairs and alterations as the receiver deems necessary, (f) to pay all
36 taxes and assessments against the Subject Property and all premiums for insurance thereon, (g) to
37 pay all utility and other operating expenses, and all sums due under any prior or subsequent
38 encumbrance, and (h) generally to do anything which Trustor could legally do if Trustor were in
39 possession of the Subject Property. All reasonable expenses incurred by the receiver or his
40 agents shall constitute a part of the obligations secured hereby. Any revenues collected by the
41 receiver shall be applied first to the expenses of the receivership, including attorneys' fees
42 incurred by the receiver and by Beneficiary, together with interest thereon at the Default Rate
43 from the date incurred until repaid, and the balance shall be applied toward the obligations

1 secured hereby and then to Trustor or in such other manner as the court may direct. Unless
2 sooner terminated with the express consent of Beneficiary, any such receivership will continue
3 until the obligations secured hereby have been discharged in full, or until title to the Subject
4 Property has passed after foreclosure sale and all applicable periods of redemption have expired.

5 g. Right to Make Repairs, Improvements. Should any part of the Subject
6 Property come into the possession of Beneficiary after a Default under the Power Purchase
7 Agreement, as provided and defined therein, or after a default under this Deed of Trust,
8 Beneficiary may use, operate, and/or make repairs, alterations, additions and improvements to
9 the Subject Property for the purpose of preserving it or its value. Trustor covenants to promptly
10 reimburse and pay to Beneficiary, at the address set forth in the first paragraph of this Deed of
11 Trust, or at such other place as may be designated by Beneficiary in writing, the amount of all
12 reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by
13 Beneficiary in connection with its custody, preservation, use or operation of the Subject
14 Property, together with interest thereon from the date incurred by Beneficiary at the Default
15 Rate, and all such expenses, costs, taxes, interest, and other charges shall be a part of the
16 obligations secured hereby. It is agreed, however, that the risk of accidental loss or damage to
17 the Subject Property is undertaken by Trustor and, except for Beneficiary's willful misconduct or
18 gross negligence, Beneficiary shall have no liability whatsoever for decline in value of the
19 Subject Property, for failure to obtain or maintain insurance, or for failure to determine whether
20 any insurance ever in force is adequate as to amount or as to the risks insured.

21 h. Waivers. To the full extent that the covenants and waivers contained in
22 this paragraph are permitted by law, but not otherwise, Trustor hereby waives any and all rights
23 under, and covenants and agrees that it will not at any time insist upon or plead or in any manner
24 whatsoever claim or take advantage of, any stay, exemption, moratorium or extension law now
25 or hereafter in effect or any law now or hereafter in effect providing for the valuation or
26 appraisal of the Subject Property or any part thereof prior to any sale or sales thereof and
27 Trustor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the
28 execution of any right, power or remedy herein or otherwise granted or delegated to Trustee or
29 Beneficiary, but will suffer and permit the execution of every such right, power and remedy as
30 though no such law or laws have been made or enacted.

31 5. Uniform Commercial Code. This Deed of Trust, to the extent that it conveys or
32 otherwise deals with (i) personal property, or (ii) items of personal property which are or may
33 become fixtures, shall also be construed as a security agreement under the Uniform Commercial
34 Code as in effect in the state of Utah ("UCC"), and this Deed of Trust constitutes a financing
35 statement filed as a fixture filing in the Official Records of the county recorder of the county or
36 counties in which the Subject Property, or any portion thereof is located with respect to any and
37 all fixtures included within the term "Subject Property" as used herein and with respect to any
38 personal property that may now be or hereafter become such fixtures. For purposes of the
39 foregoing, Trustor is the debtor and owner of the Subject Property (with its address as set forth
40 above), Beneficiary is the secured party (with its address as set forth below). Trustor grants to
41 Beneficiary a valid and effective first priority security interest in all of Trustor's right, title and
42 interest in and to all portions of the Subject Property which constitute personal property, together
43 with all replacements, additions, and proceeds. Except for Permitted Encumbrances, Trustor

1 agrees that, without the written consent of Beneficiary and except as otherwise permitted under
2 the Power Purchase Agreement, no other security interest will be created under the provisions of
3 the UCC and no lease having a market value of over \$500,000 will be entered into with respect
4 to any goods, fixtures, equipment, appliances, or articles of personal property now attached to or
5 used or to be attached to or used in connection with the Subject Property; provided that any lease
6 entered into by Trustor having a market value of over \$50,000 shall constitute Subject Property
7 subject to the security interest under this Deed of Trust. Subject to the cure provisions of section
8 4 herein, upon Trustor's failure to perform any of its material obligations under this Deed of
9 Trust or upon the occurrence of a Default under the Power Purchase Agreement, as provided and
10 defined therein, Beneficiary shall have the remedies of a secured party under the UCC and, at
11 Beneficiary's option, may also invoke the power of sale and all other remedies provided in this
12 Deed of Trust as to the personal property and any other items of the Subject Property subject to
13 this security interest. In exercising any remedies, Beneficiary may proceed against the items of
14 Real Estate and any other items specified in Article 1 as part of the Subject Property separately
15 or together and in any order whatsoever, without in any way affecting the availability of
16 Beneficiary's remedies under the UCC or of the remedies provided in this Deed of Trust.

17 6. Beneficiary's Actions. Without affecting the lien of this instrument, Beneficiary
18 may, from time to time, release any obligation, extend, alter or renew the terms of payment or
19 performance, substitute security, and/or release any portion of the Subject Property.

20 7. Reconveyance by Trustee. Trustee may from time to time and only upon the
21 written request of Beneficiary, reconvey, without warranty, any part of said property and/or join
22 in any agreement subordinating the lien or charge hereof.

23 8. Partial Payment. The acceptance by Beneficiary of any sum in payment, or part
24 payment, of any obligation secured hereby, after the same is due or after the recording of a notice
25 of default, shall not be considered a waiver of the right to require prompt payment when due, of
26 other sums, nor shall such acceptance cure or waive any remaining default or invalidate any sale
27 held pursuant to Notice for any remaining default.

28 9. Severability. The invalidity of any one or more covenants, phrases, clauses,
29 sentences or paragraphs of this Deed of Trust shall not affect the remaining portions of this Deed
30 of Trust or any part thereof, and this Deed of Trust shall be construed as if such invalid
31 covenants, phrases, clauses, sentences or paragraphs, if any, had not been inserted herein.

32 10. Successors and Assigns. This Deed of Trust shall inure to the benefit of and be
33 binding upon the heirs, legatees, devisees, administrators, executors, successors and assigns of
34 the parties hereto. The use of the singular number shall include the plural number and the use of
35 the plural number shall include the singular number. The use of the masculine gender shall
36 include the feminine gender, and corporation or corporations that may be a party or parties
37 hereto. The term Beneficiary shall mean the owners and holders of the obligation secured
38 hereby, whether or not named as Beneficiary herein.

39 11. Notices. Trustor requests all notices to be given to it shall be made to the address
40 stated on the first page of this Deed of Trust. All notices required or permitted to be given
41 hereunder shall be in writing and may be given in person or by United States mail, by

1 commercial delivery service or by electronic transmission with verified receipt. Any notice
2 directed to a party to this Deed of Trust shall become effective upon the earliest of the following:
3 (i) actual receipt by that party; (ii) delivery to the designated address of that party, addressed to
4 that party; or (iii) if given by certified or registered United States mail, two (2) days after deposit
5 with the United States Postal Service, postage prepaid, addressed to that party at its designated
6 address. Notwithstanding the foregoing, any copy of a notice of default recorded pursuant to
7 Utah law and any notice of sale shall be sent to Trustor by certified or registered mail. The
8 designated address of a party shall be the address of that party shown at the beginning of this
9 Deed of Trust or such other address as that party, from time to time, may specify by notice to the
10 other parties.

11 12. Termination of Deed of Trust. This Deed of Trust shall terminate and be of no
12 further force or effect upon the expiration or termination of the Power Purchase Agreement and
13 the payment by Trustor of the Termination Payment, if any, as defined in and required in
14 accordance with the Power Purchase Agreement and any other payments due to Beneficiary
15 thereunder. Beneficiary agrees to deliver to Trustee (with a copy to Trustor) a release,
16 satisfaction and request for reconveyance in recordable form within ten (10) days after such
17 occurrence as provided in the preceding sentence. Upon receipt of such release, satisfaction and
18 request for reconveyance and this Deed of Trust for cancellation (if required under applicable
19 law), Trustee shall reconvey, without warranty, the estate in the Subject Property then held by
20 Trustee. The grantee in such reconveyance may be designated and described as the "person or
21 persons legally entitled thereto.

22 13. Time of Essence and Waiver. Time is declared to be of the essence in this Deed
23 of Trust. If Beneficiary chooses to waive any covenant, section, or provision of this Deed of
24 Trust, or if any covenant, section, or provision of this Deed of Trust is construed by a court of
25 competent jurisdiction to be invalid or unenforceable, it shall not affect the applicability, validity,
26 or enforceability of the remaining covenants, paragraphs, or provisions.

27 14. Conflicts. In the event of a conflict or inconsistency with the terms of this Deed
28 of Trust and the terms of the Power Purchase Agreement, the terms of the Power Purchase
29 Agreement shall control. Notwithstanding the foregoing, the rights and remedies afforded to
30 beneficiaries under deeds of trust and provided to Beneficiary in this Deed of Trust shall be in
31 addition to, and not in lieu of, rights and remedies provided to Beneficiary under the Power
32 Purchase Agreement.

33 15. Estoppel Certificate. Beneficiary agrees to provide Trustor with an estoppel
34 certificate specifying whether there are any defaults hereunder (which shall include the amount
35 of any outstanding Termination Payment then due), within ten (10) days after Trustor's written
36 request therefore.

37 16. Release Provisions. Beneficiary agrees to execute and deliver (or cause the
38 Trustee to execute and deliver) a partial release of lien and amendment to this Deed of Trust in
39 recordable form releasing any portion of the Subject Property for which the conditions of release
40 pursuant to Sections 2.10, 2.11 and 2.12 of the Power Purchase Agreement have been met, as
41 soon as practicable following Trustor's written request therefore.

1

Executed as of this _____ day of _____, 200__.

1 [TO BE EXECUTED AND DELIVERED AFTER RELEASE OF
2 CONSTRUCTION FINANCING]

3 TRUSTOR:

4 Milford Wind Corridor Phase 1, LLC, a Delaware
5 limited liability company

6 By: _____

7 Its: _____

8 Title: _____

9 STATE OF _____)

10 : ss.

11 COUNTY OF _____)

12
13 The foregoing instrument was acknowledged before me this _____ day of
14 _____, 200__, by _____, the
15 _____ of Milford Wind Corridor Phase I, LLC, a Delaware limited
16 liability company.

17
18
19 My Commission Expires: _____

20 NOTARY PUBLIC

21 _____
Residing at: _____

1

Exhibit A

2

[Legal Descriptions of Fee Parcels, Leasehold Parcels and BLM Parcels,
which include the Facility Premises, to be provided prior to execution of
the Deed of Trust]

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Exhibit B

[Descriptions of each Ground Lease and BLM Grant to be provided prior to the execution of the Deed of Trust]

Exhibit C

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[Legal description of the real property interests and description of all improvements, supporting equipment and property agreements pertaining to the Facility Transmission Line Interests, as defined in the Power Purchase Agreement, to be provided prior to the execution of the Deed of Trust]

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Exhibit D

[Facility Common Facility Interests, as defined in the Power Purchase Agreement, to be provided prior to execution of the Deed of Trust]

1 **APPENDIX F**

2 **Insurance**

3 **1.1 Insurance Required**

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5
6 Seller shall carry and maintain or cause to be carried and maintained, at all times during the
7 Agreement Term, insurance coverage with the following limits: (a) Marine/Inland Marine Cargo
8 and Builder's Risk: \$350 million, (b) Delay in Startup: up to \$45 million, (c) Operational
9 Property Damage/Machinery Breakdown: \$350 million; and (d) Operational Business
10 Interruption: up to \$45 million. In the event a loss is sustained under the policy, such loss will
11 be paid to (i) Seller for insurance claims to be settled prior to Buyer paying the Prepayment
12 Amount to Seller, as required hereunder or (ii) an escrow agent for the benefit of Buyer and
13 Seller, as provided in Section 14.19(c)(2) of this Agreement, for insurance claims to be settled
14 after Buyer has paid the Prepayment Amount to Seller. The loss payee named in the insurance
15 policies obtained pursuant to this Section 1.1 (a), (b), (c), and (d) shall be the escrow agent for
16 the benefit of Buyer and Seller, as provided in Section 14.19(c)(2) of this Agreement, effective
17 on the date that the Prepayment Amount is paid to Seller.

18 **(a) Marine/Inland Marine Cargo Insurance**

19 All property and interests of every kind and description (including materials, equipment,
20 machinery and spares) intended for the Facility or subsequent operations while in transit by
21 land, air and/or sea.

22 All risks of physical loss or damage from a cause not excluded but including war, strikes, riots
23 and civil commotions on a continuous open cover basis for the full amount as declared.
24 Coverage shall be in effect from the commencement of loading of the property at the
25 manufacturer's or supplier's premises anywhere in the world until the completion of its
26 offloading at the final destination including loading and unloading and any storage or
27 transshipment during the course of transit and including return shipments, if any, and shall cover
28 all forms of conveyance.

29 Period: From the commencement of the financial closing for the construction financing of the
30 Facility until the completion of offloading at the final destination of the last shipment of
31 equipment for the Facility.

32 Sum Insured: The total shall be on the basis of 110% of the cost insurance freight (the CIF)
33 value to arrival at the site of the property insured, subject to the limits for any one loss (as
34 reasonably applicable) any one conveyance and in the course of transit a sum sufficient to cover
35 the value, on the above basis, of the largest shipment; and any one location other than in the
36 course of transit a sum sufficient to cover the maximum value, on a full replacement basis.

37 **(b) Marine Delay in Start Up Insurance**

38 Indemnity: If any of the property insured under Section 1.1(a) above is lost, destroyed or
39 damaged by any of the risks insured above including loss, destruction or damage which would
40 but for the application of any deductible have been insured and causes delay to the Commercial
41 Operation Date resulting in reduction in the anticipated revenue this insurance shall indemnify

1 the Seller in respect of such loss of revenue less all non-continuing expenses during the
2 Indemnity Period in respect of such costs as may cease or be reduced in consequence of the
3 delay.

4 Period: From the date of purchase of this coverage until the final completion of the Facility
5 construction phase, which may occur after the Commercial Operation Date.

6 Sum Insured: A sum sufficient to cover the sums that are the subject of the indemnity, for the
7 indemnity period.

8 Indemnity Period: Not less than twelve (12) months from the date of loss.

9 Maximum Time Deductible: The first 30 days of any loss and in all.

10 **(c) Builder's Risk**

11 All property and interests of every kind and description (including materials, equipment,
12 machinery and spares) intended for the Facility or subsequent operations at all times from the
13 commencement of construction of the Facility through the final completion of the Facility
14 construction phase, which may occur after the Commercial Operation Date, with a sum insured
15 equal to the full replacement cost of the Facility, with no deduction for depreciation. This
16 insurance shall be written on an "all-risk" basis and shall include coverage for flood, windstorm,
17 earthquake, testing, expediting expenses, off-site storage and transportation. There shall be no
18 exclusion for resultant damage caused by faulty workmanship, design or materials. Deductibles
19 under the policy shall not exceed \$250,000 per occurrence except for deductibles for natural
20 catastrophe peril, which shall not exceed five percent (5%) of the insured loss. Seller shall
21 immediately notify the Buyer in writing of any claims reported under the builder's risk policy in
22 excess of the deductible.

23 Increased cost of working: The additional expenditure necessarily and reasonably incurred for
24 the purpose of avoiding or reducing delay which, without such expenditure would have taken
25 place but not exceeding the amount of the anticipated revenue thereby avoided. Expediting
26 Sublimit is \$500,000.

27 **(d) Property/Operation All Risk**

28 All property and interests of every kind and description (including materials, equipment, electric
29 transmission and distribution, machinery and spares) intended for the Facility or subsequent
30 operations at all times after the final completion of the Facility construction phase, which may
31 occur after the Commercial Operation Date, in an amount equal to the full replacement value of
32 the Facility for "all risks" of physical loss or damage including, but not limited to, coverage for
33 earth movement, flood, windstorm, earthquake, sabotage, riots, civil commotion, testing, boiler
34 and machinery, transit and off-site storage, but shall exclude coverage for any equipment owned
35 or leased by the Buyer and its subcontractors and their personal property. The policy may
36 contain separate sub limits and deductibles subject to insurance company underwriting
37 guidelines. Deductibles under the policy shall not exceed \$250,000 per occurrence, except for
38 deductibles for natural catastrophe peril, which shall not exceed five percent (5%) of the insured
39 loss. Business Interruption coverage shall be maintained by Seller in an amount covering a
40 period of indemnity equal to twelve (12) months following a thirty (30) day deductible period
41 from the date of loss. Such Business Interruption insurance shall only apply in the event of

1 physical loss or damage to the Facility caused by an insured peril under the policy. In the event
2 a loss is sustained under the policy, such loss will be paid to the escrow agent, as the loss payee,
3 as provided in Section 14.19(c)(2) of this Agreement, for the benefit of Seller and Buyer.

4 **(e) Workers Compensation**

5 Coverage shall comply with any statutory obligation imposed by Workers Compensation,
6 Occupational Disease Laws, or similar laws, including where applicable, the United States
7 Longshoremen's and Harbor Workers' Act, the Federal Employers' Liability Act and the Jones
8 Act. Employers' Liability insurance shall have limits of not less than \$1,000,000 per accident,
9 \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee.

10 **(f) Commercial General Liability**

11 Insurance providing coverage for bodily injury, property damage and personal/advertising
12 injury with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000
13 aggregate. The policy shall include contractual liability and completed operations coverage. If
14 any of the work performed under this Agreement includes blasting, excavating, pile driving,
15 caisson work or any sub-surface or underground work, the policy shall include coverage for
16 explosion, collapse and underground exposures.

17 **(g) Automobile Liability**

18 Insurance for owned, non-owned and hired automobiles with a limit of not less than \$1,000,000
19 per occurrence.

20 **(h) Excess liability/Umbrella**

21 Insurance with a minimum limit of \$8,000,000 per occurrence and annual aggregate. The
22 excess liability limits shall apply in excess of the insurance required herein and shall contain a
23 drop down provision in the event of exhaustion of the underlying limits.

24 Such minimum insurance limits required herein may be satisfied either by primary insurance or by any
25 combination of primary and excess/umbrella insurance. The required insurance coverages shall be in
26 effect on or before the commencement of on site construction of the Facility and shall be maintained in
27 effect throughout the Term of this Agreement.

28 **1.2 Evidence and Scope of Insurance**

29 (a) Seller shall provide the Buyer with one certified-true copy of each insurance policy
30 evidencing coverage and additional insured status of Buyer, or endorsements acceptable
31 to Buyer evidencing the same. Seller shall provide replacement certified-true copies of
32 policies or endorsements within five (5) Days of any renewal of the required insurance.
33 A complete copy of each policy shall be available at Seller's offices during normal
34 business hours for review by the Buyer upon written request.

35 (b) All such insurance policies shall:

36 (i) name the Buyer as an additional insured (except in the case of worker's
37 compensation insurance);

1 (ii) provide that the Buyer shall receive 30 Days' prior written notice of non-
2 renewal, cancellation of, or significant modification to, any of such policies
3 (except that such notice period will be 10 Days in case of non-payment of
4 premiums); and

5 (iii) provide a waiver of any rights of subrogation against the Buyer, its
6 Affiliates or utility members and their officers, directors, agents, subcontractors,
7 and employees.

8 The certified-true copies of insurance policies, or endorsements, provided to the Buyer shall indicate that
9 the insurance policies have been endorsed as noted above.

10 (c) All policies shall be written by one or more insurance companies authorized to do
11 business in United States of America and be rated A VII or higher by A.M. Best.

12 (d) All policies shall be written on an occurrence basis. The policies shall contain an
13 endorsement that Seller's policies shall be primary as respects the construction, operation,
14 and maintenance of the Facility regardless of any insurance carried by others.

15 (e) Any contractor or subcontractor providing services under this Agreement, including any
16 third party operator of the Facility, shall maintain the same types of insurance on the
17 same terms and limits as required of Seller.

18 (f) If Seller fails to comply with its insurance obligations as specified in this Appendix F, the
19 Buyer shall have the right, but not the duty, to procure the required insurance coverage.
20 In such case, amounts paid directly by Buyer shall not be reimbursable to Seller pursuant
21 to Appendix A.

22 (h) The required insurance coverage shall in no way affect or otherwise limit the Seller's
23 liability with respect to its performance under this Agreement.

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