

## FORM OF MEMORANDUM OF POWER PURCHASE AGREEMENT

WHEN RECORDED, MAIL TO:

PACIFICORP  
825 NE Multnomah, Suite 2000  
Portland, Oregon 97232-2315  
Attn: Director, Valuation & Commercial Business

### MEMORANDUM OF POWER PURCHASE AGREEMENT

THIS MEMORANDUM OF POWER PURCHASE AGREEMENT ("Memorandum"), dated as of \_\_\_\_\_, 20\_\_, is made by and between \_\_\_\_\_ a \_\_\_\_\_ limited liability company ("Seller"), and PACIFICORP, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

### RECITALS

A. Seller and PacifiCorp have entered into that certain Power Purchase Agreement on the \_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Agreement"), pursuant to which Seller has agreed to construct, own, operate and maintain a wind-powered generation facility for the generation of electric energy to be located in \_\_\_\_\_ County, in the State of Wyoming (as more particularly defined in the Agreement, the "Project"), and upon completion of said Project, to sell to PacifiCorp the electric energy and capacity to be produced by the Project as well as all associated "Green Tags" (as that term is defined in the Agreement), all on the terms and conditions set forth in the Agreement. The real property on which the Project is to be constructed (the "Premises") is more particularly described in the attached Exhibit A.

B. Seller and PacifiCorp desire to provide record notice of (i) certain terms and conditions of the Agreement pertaining to the Parties' respective rights and obligations under the Agreement in the event the Agreement is terminated due to a default by Seller, and (ii) Seller's obligation under the Agreement to grant to PacifiCorp a subordinated lien on the Project and Premises, as security for Seller's obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Agreement and this Memorandum, Seller and PacifiCorp agree as follows:

### TERMS

1. The Premises. Seller acknowledges and agrees that the real property comprising the Premises, and all improvements and fixtures to be constructed thereon, including without limitation, the Project, is and will be owned by Seller and shall hereafter be held, sold, conveyed, transferred, assigned, subdivided, leased, rented, encumbered, occupied and used subject to and in accordance with the provisions of Sections 8.4, 11.4 and 11.8 of the Agreement

and this Memorandum.

2. Covenants Running with the Land. The provisions of Section 11.4 and 11.8 of the Agreement are and shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of Seller and PacifiCorp and their respective successors and permitted assigns, including without limitation any person acquiring or owning an interest in the Premises or the Project, and their respective heirs, executors, successors, permitted assigns, administrators, devisees and representatives.

3. Notice.

a. Termination for Default. If the Agreement is terminated because of a default by Seller, neither Seller nor any Affiliate of Seller, nor any successor to Seller with respect to the ownership of the Project or Premises (for whom Seller acts herein as agent), may thereafter require or seek to require PacifiCorp to purchase energy or capacity from the Project or any facility constructed on the Premise under the Public Utility Regulatory Policy Act ("PURPA"), or any other Requirements of Law, for any periods that would have been within the Term had the Agreement remained in effect. Seller, on behalf of itself and on behalf of any present or future affiliate, hereby waives its and such affiliate's rights to require PacifiCorp to do so. Seller, pursuant to Section 11.4 of the Agreement, has, on behalf of itself and its successors and affiliates, as agent for any present or future successor and affiliate, waived its rights to require PacifiCorp to so purchase such energy from the Project or a facility constructed on the Premise in the event of such termination. Terms not defined herein are defined in the Agreement.

b. Survival. The terms and provisions of Section 11.4 of the Agreement shall survive the termination of the Agreement.

4. Notice of Agreement to Grant Subordinated Lien. Pursuant to Section 8.4.1 of the Agreement, Seller has agreed to grant PacifiCorp, on or before the earlier of the "Commercial Operation Date" and the "Facility Financing Date" (as each such term is defined in the Agreement) and simultaneously with the acquisition by Seller after the Effective Date of the Agreement of any additional real property in connection with the Project, a subordinated lien on the Project and all other assets necessary or appropriate for the development, construction, ownership, operation or maintenance of the Project (which lien shall be subordinate to the interests of the "Senior Lenders", as defined in the Agreement), as security for the obligations of Seller to PacifiCorp under the Agreement.

5. Effect of Memorandum. This Memorandum, and the rights and obligations of the parties hereunder, are subject to all of the terms and conditions of the Agreement. The Agreement is hereby incorporated by reference as if fully set forth herein.

6. Counterparts. This Memorandum may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument.

7. Further Information. Further information regarding the specific terms and conditions of the Agreement may be requested from PacifiCorp at 825 NE Multnomah, Suite

600, Portland, Oregon 97232-2315, Attn: Director, Valuation & Commercial Business.  
Disclosure of any such information shall be subject to the terms and conditions of a written  
confidentially agreement acceptable to PacifiCorp in its sole and absolute discretion.

IN WITNESS WHEREOF, Seller and PacifiCorp have executed and  
acknowledged this Memorandum as of the day and year first above written.

PACIFICORP,  
an Oregon corporation

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: Name:  
Title: Title:

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 201\_ by \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ limited liability company.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 201\_, by \_\_\_\_\_, the  
\_\_\_\_\_ of PACIFICORP, an Oregon corporation.

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

Legal Description of the Premises