

CONFIDENTIAL

AMENDED AND RESTATED CARBON-FREE ENERGY PURCHASE AGREEMENT

by and between

PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON

and

MICROSOFT CORPORATION

February 28, 2019

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AMENDED AND RESTATED CARBON-FREE ENERGY PURCHASE AGREEMENT

THIS AMENDED AND RESTATED CARBON-FREE ENERGY PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of February 28, 2019 (the “Effective Date”) by and between PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, WASHINGTON, a Washington public utility district (“Seller”), and MICROSOFT CORPORATION, a Washington corporation (“Buyer”). Seller and Buyer are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Washington Utilities and Transportation Commission (the “WUTC”) has approved, and Buyer and Puget Sound Energy, Inc., a Washington corporation (“PSE”), have entered into, a Microsoft Special Contract effective on August 15, 2017 (the “Special Contract”);

WHEREAS, the Special Contract provides that Buyer will arrange to purchase “Supplied Power” (as defined in the Special Contract) from one or more “Power Suppliers” (as defined in the Special Contract);

WHEREAS, pursuant to the Special Contract, Buyer intends to purchase its full requirements for Supplied Power at the Locations (as defined herein) from Seller pursuant to this Agreement;

WHEREAS, in light of the foregoing, Buyer and Seller entered into a Carbon-Free Energy Purchase Agreement dated as of November 5, 2018, (the “**Original Agreement**”) providing for the purchase and sale of Carbon-Free Energy (as hereinafter defined) and associated Environmental Attributes (also as hereinafter defined) all on the terms and subject to the conditions set forth in the Original Agreement; and

WHEREAS, unforeseen circumstances arising after execution of the Original Agreement require that the Original Agreement be amended to, *inter alia*, revise the transmission and forecasting requirements, and the Parties wish to amend and restate the Original Agreement to implement the required amendments.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate the Original Agreement to read in its entirety as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATION

Section 1.1. Definitions. Capitalized terms used and not otherwise defined in this Agreement and other terms identified in Exhibit A will have the meanings set forth in Exhibit A, unless the context clearly requires otherwise.

Section 1.2. Exhibits. The exhibits attached to this Agreement form an integral part of this Agreement, and any and all exhibits referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.

Section 1.3. Interpretation.

In this Agreement, unless a clear contrary intention appears:

(a) reference to any Person includes such Person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individuality;

(b) unless otherwise expressly provided in this Agreement and subject to any relief provisions provided herein regarding Change in Laws, reference to any agreement (including this Agreement), document, instrument, or tariff means such agreement, document, instrument, or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(c) unless otherwise expressly provided in this Agreement, and subject to any relief provisions provided herein regarding Change in Laws, where reference is made to an applicable Law, such reference, to give meaning to the intent of the Parties hereto, will be deemed to include all subsequent enactments, amendments, and modifications pertaining thereto;

(d) "including" (and with correlative meaning "include") means including without limitation on the generality of any description preceding such term;

(e) references to "Dollars" or to "\$" are to United States Dollars; and

(f) if any amount must be determined or calculated for part of a time period that is otherwise provided for herein, such amount may be determined or calculated *pro rata* in a commercially reasonable manner.

ARTICLE 2
TERM

Section 2.1. Conditions Precedent. The obligations of the Parties under this Agreement are subject to the satisfaction of each of the following conditions (any one of which may, to the extent permitted by Paragraph 9 of the Settlement and Section 3.2 of the Special Contract, be waived in whole or in part by Seller at any time prior to the earlier of the Delivery Commencement Date or July 1, 2019), as applicable:

(a) Buyer has arranged for installation of all meters as required by Section 10.1 of the Special Contract;

(b) testing of the Real-Time Load Data Signal demonstrates, to the reasonable satisfaction of Seller, that the equipment and infrastructure used for electronic communication of real-time Allocated Load data to Seller via the Real-Time Load Data Signal is in good working order and Seller expects to be able to receive and monitor real-time Allocated Load and Total Load data as necessary to perform its forecasting obligations under this Agreement; and

(c) Seller has executed the PSE Transmission Service Agreements with PSE pursuant to PSE's OATT.

Each Party will notify the other Party as quickly as reasonably practicable after becoming aware of the satisfaction of any condition precedent to the occurrence of the Delivery Commencement Date. If the foregoing conditions precedent have not been met or satisfied (or waived by Seller) on or before April 1, 2019, then Buyer and Seller will meet and confer to determine the estimated delay to the Delivery Commencement Date. The Delivery Commencement Date will occur on the first day of the month immediately following satisfaction or waiver of the last such condition to be satisfied, unless the first day of such month is less than four Business Days after the date of satisfaction or waiver of the last such condition to be satisfied, in which case the Delivery Commencement Date will occur on the first day of the second month following satisfaction or waiver of the last such condition to be satisfied. If transmission service under the PSE Transmission Service Agreements starts before the Delivery Commencement Date, Buyer shall reimburse Seller for all costs incurred by Seller under the PSE Transmission Service Agreements prior to the Delivery Commencement Date. If the Delivery Commencement Date has not occurred on or before July 1, 2019, either Party (so long as the failure of the Delivery Commencement Date to occur is not a result of any fault or negligence on the part of such Party) may terminate this Agreement effective upon 10 days' prior written notice to the other Party.

Section 2.2. Amendment and Restatement. This Agreement amends, restates and supercedes the Original Agreement as of the Effective Date.

Section 2.3. Contract Term. Subject to the provisions of Section 2.5 and Section 19.17, the term of this Agreement (the "Contract Term") will begin on the Effective Date and, unless earlier terminated in accordance with the terms and conditions of this Agreement, will continue through HE 2400 on March 31, 2024. Buyer will have an option, exercisable by notice from Buyer to Seller not later than 12 months prior to the expiration of the initial Contract Term, to extend the Contract Term for an additional period of five years, subject to (a) the availability of sufficient applicable Carbon-Free Energy to satisfy the Hourly Energy Quantities during such extended Contract Term, (b) the availability of sufficient transmission capacity to deliver such Carbon-Free Energy to the Delivery Points during such extended Contract Term, (c) agreement by Buyer and Seller on a mutually acceptable Contract Price for such Hourly Energy Quantities during such extended Contract Term, and (d) approval of such extension by Seller's Board of Commissioners.

Section 2.4. Delivery Term. The purchase and sale of Carbon-Free Energy and associated Environmental Attributes hereunder will commence at HE 01:00 PPT on the Delivery Commencement Date, and, unless earlier terminated in accordance with the terms and conditions of this Agreement, will end at HE 24:00 PPT on the last day of the Contract Term (the "Delivery Term"). No interruption or curtailment of purchases or sales, whether due to Force Majeure or otherwise, will operate to extend the Delivery Term.

Section 2.5. Survival. Effective as of the expiration or termination of this Agreement for any reason, the Parties will no longer be bound by the terms and conditions of this Agreement, except (a) to the extent necessary to enforce any rights and obligations of the Parties, including payment obligations, arising under this Agreement prior to expiration or termination of this Agreement and not discharged, and (b) that the provisions of Section 2.1, this Section 2.5, Section 3.6(d), Article 7, Article 8, Section 9.2, Section 9.3, Section 9.4, Section 11.4, Section 12.6, Section 12.7, Section 12.8, Section 12.9, Article 13, Article 15, Article 17, Article 18, and Article 19 will survive following any expiration or termination of this Agreement.

ARTICLE 3
ENERGY OBLIGATIONS; TRANSMISSION ARRANGEMENTS; EXCESS ENERGY
QUANTITIES

Section 3.1. Hourly Energy Quantity.

(a) On the terms and subject to the conditions of this Agreement, during the Delivery Term, Seller will sell and deliver, or cause to be delivered, to Buyer, and Buyer will purchase and receive, or cause to be received, from Seller, all right, title, and interest in and to (i) a quantity of Carbon-Free Energy during each Contract Hour of the Delivery Term equal to the quantity set forth for such Contract Hour in Section 3.1(b) below (such amount, subject to Section 3.4, the “Hourly Energy Quantity”) and (ii) any and all Environmental Attributes associated with such Carbon-Free Energy.

(b) The Hourly Energy Quantity for each Contract Hour shall be:

(i) For each On-Peak Hour of any month during the Delivery Term, the Hourly Energy Quantity shall be the lesser of (x) the Aggregate On-Peak Allocated Energy Quantity for such hour, and (y) the Monthly On-Peak Maximum Load Forecast for such month; and

(ii) For each Off-Peak Hour of any month during the Delivery Term, the Hourly Energy Quantity shall be the lesser of (x) the Aggregate Off-Peak Allocated Energy Quantity for such hour, and (y) the Monthly Off-Peak Maximum Load Forecast for such month.

(c) Notwithstanding any other provision hereof, the aggregate Hourly Energy Quantities made available to Buyer under this Agreement from Incremental Hydro Resources and other Eligible Renewable Resources during any month in the Delivery Term will be limited to the Monthly Renewable Maximum for such month.

Section 3.2. Excess Energy Delivery.

(a) If, in any hour, the Aggregate Hourly Load Forecast exceeds the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable (such amount the “Excess Energy Quantity”), Seller will deliver to Buyer energy and associated Environmental Attributes from Incremental Hydro Resources or Carbon-Free Resources at the Contract Price in the amount of the Excess Energy Quantity, *provided*:

(i) Seller determines, in its sole discretion, that it has available, for such hour and from its resources, energy and associated Environmental Attributes from Incremental Hydro Resources or a Carbon-Free Resource, as applicable, in the amount of the Excess Energy Quantity, and

(ii) the transmission necessary to Schedule the aggregate of the Excess Energy Quantity and the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, to the Transmission Point(s) of Receipt does not exceed 67 MW; and

(iii) the aggregate of the Excess Energy Quantity and the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, can be Scheduled to the Delivery Points without exceeding any of the Hourly Load Forecasts or the Maximum Transmission Limits.

(b) If any of the conditions in Section 3.2(a)(i), Section 3.2(a)(ii) or Section 3.2(a)(iii) are not met, Seller shall use commercially reasonable efforts to acquire additional transmission, energy, and Environmental Attributes as may be needed to deliver the Excess Energy Quantity, at Buyer's expense (including any additional reasonable transaction costs, plus the Contract Price net of the Index Price). Any RECs associated with the Excess Energy Quantity will be acquired in amounts and type consistent with Section 3.6(c). If Seller acquires any such additional transmission on a non-firm basis and the applicable Transmission Provider curtails or interrupts the Transmission Service acquired by Seller for any reason, Buyer shall remain liable to Seller for the costs of the transmission, energy, and Environmental Attributes and, consistent with Section 3.9, shall be responsible for any Imbalance Energy charges.

(c) If, after using commercially reasonable efforts, Seller is unable to acquire additional transmission or energy and Environmental Attributes, or both, as may be needed to deliver the Excess Energy Quantity, Seller shall have no further obligations with respect to such Excess Energy Quantity and, consistent with Section 3.9, Buyer shall be responsible for any Imbalance Energy charges.

Section 3.3. Contract Price.

(a) Buyer will pay Seller the applicable amounts set forth in Exhibit B (collectively, the "Contract Price") for the Hourly Energy Quantity delivered by Seller to Buyer at the Delivery Points and the associated Environmental Attributes delivered by Seller in accordance with the terms and conditions of this Agreement.

(i) In the case of Hourly Energy Quantities delivered from Incremental Hydro Resources, the Contract Price will cover both the Hourly Energy Quantities and the associated Environmental Attributes.

(ii) In the case of Hourly Energy Quantities delivered from Carbon-Free Resources, the Contract Price will cover both the Hourly Energy Quantities and associated Environmental Attributes;

(iii) In the case of Hourly Energy Quantities delivered as Incidental Services Energy, the Contract Price will cover both the Hourly Energy Quantities and the Renewable Energy Credits required to be delivered to Buyer in accordance with this Agreement, but any additional costs required to deliver Incidental Services Energy as contemplated in Section 3.6, Section 3.8, and Section 13.2 will be charged to Buyer as a supplement to the Contract Price; and

(iv) Consistent with Section 3.2 and Section 4.6, Excess Energy Quantities delivered from Seller's Carbon-Free Resources will be provided at the Contract Price for the first 10 hours of any such deliveries in any month. The price for any Excess Energy Quantities delivered from Seller's Carbon-Free Resources in any hour in excess of 10 hours

in any month will, until such time as a price for such Excess Energy Quantities is agreed by the Parties in accordance with the provisions of Section 4.6(b), be the greater of the Contract Price or a commercially reasonable interim price determined by Seller. If Seller delivers any such Excess Energy Quantities from Seller's Carbon-Free Resources during any month, and the price for such Excess Energy Quantities is not the Contract Price, Seller will as soon as reasonably practicable, and in any event no later than immediately after the end of such month, provide to Buyer information reasonably substantiating the basis upon which Seller determined the commercially reasonable interim price for such Excess Energy Quantities.

(b) All invoiced amounts will be multiplied by a factor that is equivalent to 4.03 percent plus the grossed-up sum of any city tax payable by Seller to the cities in which Buyer's Load is located.

Section 3.4. Annual Minimum Quantity.

(a) If, for any Contract Year during the Delivery Term, the Annual Energy Quantity is less than the Annual Minimum Quantity, Buyer shall pay to Seller the Contract Price (net of the Index Price) for each MWh by which the Annual Minimum Quantity exceeds the Annual Energy Quantity.

(b) The amounts owed by Buyer pursuant to Section 3.4(a), if any, will be invoiced annually following the applicable Contract Year consistent with Article 7.

Section 3.5. Firm Energy. The Hourly Energy Quantity will be firm energy, and either Party will be relieved of its obligations to Schedule, deliver or receive, as applicable, the Hourly Energy Quantity without liability only as provided in Section 12.2(b) or in the event that, and for the period during which, such performance is prevented by Force Majeure, as provided in this Agreement. In the absence of Force Majeure or unless permitted by Section 12.2(b), the Party to which performance is owed will be entitled to receive from the Party that failed to deliver or receive an amount determined pursuant to Section 11.1 or Section 11.2 of this Agreement.

Section 3.6. Sources of Carbon-Free Energy.

(a) Subject to the provisions of Section 3.6(e), Seller will supply the Hourly Energy Quantity from Eligible Renewable Resources or will provide RECs, or a combination thereof.

(b) Without limiting any other obligations of Seller under this Agreement, in the event that Buyer becomes subject to any penalties imposed by the WUTC as a result of Seller's failure to comply with any of its obligations under Section 3.6(a), Seller will indemnify in full and hold harmless Buyer from and against any and all such penalties.

(c) In furtherance of the provisions of Section 3.6(a), Seller will, except as otherwise provided in Section 3.6(e) and elsewhere in this Agreement, supply 100% of the Hourly Energy Quantity from Incremental Hydro Resources. Notwithstanding the foregoing, Unspecified Energy and ACS system energy may be used for purposes of any Incidental Services Energy supplied by Seller under this Agreement to maintain hourly schedules of the Hourly Energy Quantities at the Delivery Points under this Agreement in the event that operational disruptions (including

interruption or curtailments of Transmission Service) prevent delivery of energy from Incremental Hydro Resources or a Carbon-Free Resource, as applicable (“Incidental Services Energy”); *provided* that Seller will use ACS system energy for such purposes when reasonably practicable. For greater certainty, Incidental Services Energy does not include Ancillary Services that are settled financially without the delivery of energy to or on behalf of Buyer. Seller will identify when any such Incidental Services Energy is Unspecified Energy or ACS system energy, and will deliver to Buyer Renewable Energy Credits in the following quantities:

(i) One MWh of Renewable Energy Credits satisfying the requirements of the Washington RPS for each MWh of Incidental Services Energy that is used to satisfy any portion of Hourly Energy Quantities that is required to be supplied by Incremental Hydro Resources, or

(ii) If Buyer elects, pursuant to Section 3.6(e), to reduce the percentage of the Hourly Energy Quantities to be delivered from Incremental Hydro Resources, Seller will determine in accordance with the Offset Calculation the appropriate quantity of Renewable Energy Credits to be delivered with respect to any Incidental Services Energy that is used to satisfy any portion of such percentage of Hourly Energy Quantities that is not required to be supplied by Incremental Hydro Resources.

provided that if Incidental Services Energy is delivered pursuant to Section 3.8(c) or Section 13.2 as a result of interruption or curtailment of Transmission Service, and such interruption or curtailment continues for more than 24 continuous hours, Seller will provide such RECs at Buyer’s expense (market price for the RECs plus any additional reasonable transaction costs).

(d) During the Contract Term, and for a period of at least three years after the end of the Contract Term, Seller will maintain records of the sources of all Hourly Energy Quantities supplied by Seller under or in connection with this Agreement. Such records will include identification of (i) each Eligible Renewable Resource and Carbon-Free Resource from which such Hourly Energy Quantities and any such other energy have been supplied, and the percentage of the Hourly Energy Quantities or such other energy that has been supplied by each such resource, (ii) each ACS from which any Incidental Services Energy has been supplied, and the percentage of the Hourly Energy Quantities that has been supplied by each such ACS, and (iii) any Unspecified Energy from which Incidental Services Energy has been supplied, and the percentage of the Hourly Energy Quantities that has been supplied from Unspecified Energy. Seller will furnish copies of such records to Buyer promptly following any request by Buyer; *provided, however*, that Buyer may not make any such request more frequently than once every six months. Notwithstanding the foregoing, Seller will furnish copies of such records to Buyer at any time that is required in order to permit Buyer to satisfy on a timely basis its reporting obligations to PSE under Paragraphs 13(a)(vi) and 19 of the Settlement and Section 4.9.3 of the Special Contract.

(e) Buyer will be entitled, at any time after October 1, 2021, to request, with not less than 180 days’ prior written notice to Seller, to reduce the percentage of the Hourly Energy Quantities that are provided from Incremental Hydro Resources, from and after the effective date of such notice, to a percentage less than 100%, including to a minimum of zero percent, as determined in each case by Buyer in its sole discretion. Seller’s obligation under Section 3.6(a) to supply the

Hourly Energy Quantity from Eligible Renewable Resources or to provide RECs will be reduced to the same percentage. If the percentage of the Hourly Energy Quantities supplied from Incremental Hydro Resources is so reduced, the Contract Price will be adjusted in accordance with the provisions of Exhibit B to reflect such reduction. At any time after any such reduction, Buyer and Seller may mutually agree to increase the percentage of the Hourly Energy Quantities that is provided from Incremental Hydro Resources to a percentage up to 100%, at a price to be mutually agreed upon at the time of the requested increase. Notwithstanding any reduction by Buyer under this Section 3.6(e) of the percentage of Hourly Energy Quantities provided from Incremental Hydro Resources, Seller will provide 100% of the Hourly Energy Quantities from Carbon-Free Resources except for delivery of Incidental Services Energy in accordance with Section 3.6(c).

Section 3.7. Delivery Points. Seller will deliver the Hourly Energy Quantity to the Delivery Points in accordance with the On-Peak Allocated Energy Quantity or Off-Peak Allocated Energy Quantity, as applicable, for each Delivery Point for the applicable hour, subject to the terms and conditions of this Agreement.

Section 3.8. Transmission Arrangements.

(a) Seller will arrange and maintain in full force and effect transmission service for transmission of the Hourly Energy Quantities to the Transmission Point(s) of Receipt and from the Transmission Point(s) of Receipt to the Delivery Points. Seller will Schedule or arrange for Scheduling services with the applicable Transmission Providers, under their respective applicable OATT, to deliver the Hourly Energy Quantities to the Transmission Point(s) of Receipt, and will Schedule or arrange for Scheduling services with PSE for transmission of the Hourly Energy Quantities from the Transmission Point(s) of Receipt for delivery to Buyer at the Delivery Points.

(b) Without limiting the foregoing, Seller will, prior to April 1, 2019 (or such later date as the Parties may agree), enter into seven firm transmission service agreements with PSE, for a term not less than the Delivery Term, each with a transmission quantity equal to the Maximum Transmission Limit for the Delivery Point (collectively, the “PSE Transmission Service Agreements”) for purposes of transporting the Hourly Energy Quantities from the Transmission Point(s) of Receipt to the Delivery Points. Buyer will reimburse Seller for the amount of the initial deposit and other PSE costs required under PSE’s OATT for Seller’s service request for the transmission required by this Section 3.8(b). Seller will refund to Buyer any portion of the initial deposit and other PSE costs refunded to Seller by PSE following receipt of such funds from PSE.

(c) Without limiting the provisions of Section 3.8(b), Seller will request and use commercially reasonable efforts to arrange for firm transmission service on the Specified Transmission Path for an aggregate term not less than the Delivery Term. In the event Seller is unable, after using commercially reasonable efforts, to procure firm Transmission Service on the entire Specified Transmission Path and elects to procure non-firm Transmission Service in place of such firm Transmission Service for short durations (one month or less), Seller may supply the Hourly Energy Quantity through Incidental Services Energy in the event of any interruptions or curtailments of such non-firm Transmission Service on the Specified Transmission Path. Buyer acknowledges that, except as required by Section 3.8(b), Seller shall not at any time during the Delivery Term be required to have firm transmission service in place for the entire Delivery Term, but may arrange for such firm transmission service (or, if such firm transmission service is not

available through the use of commercially reasonable efforts, non-firm transmission service) on an ongoing basis as such transmission service is made available by the applicable Transmission Provider.

(d) If (i) the Hourly Load Forecast for a Delivery Point for any hour exceeds the Maximum Transmission Limit for such Delivery Point, and (ii) the Aggregate Hourly Load Forecast for such hour is less than the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, then Seller shall use commercially reasonable efforts to acquire additional transmission at Buyer's expense (including any additional reasonable transaction costs) as may be needed to deliver Carbon-Free Energy in the amount of the Hourly Load Forecast to the applicable Delivery Point. If Seller acquires any such additional transmission on a non-firm basis and the applicable Transmission Provider curtails or interrupts the Transmission Service acquired by Seller for any reason, Buyer shall remain liable to Seller for the costs of the transmission and, consistent with Section 3.9, shall be responsible for any Imbalance Energy charges.

Section 3.9. Transmission Service and Distribution Service Costs and Charges.

(a) Except as provided in Section 3.9(b) through Section 3.9(e), inclusive, Seller shall be responsible for any Transmission Service costs and charges, including Ancillary Services Charges and charges for transmission losses, imposed on or associated with delivery of the Hourly Energy Quantity or Excess Energy Quantity to the Delivery Points.

(b) Buyer shall be responsible for any Transmission Service costs and charges, including Ancillary Services Charges and charges for transmission losses, (i) that are imposed or otherwise levied by PSE pursuant to the PSE Transmission Service Agreements (including pursuant to PSE's OATT with respect to such Transmission Service) and (ii) that are otherwise expressly provided for in this Agreement as the responsibility of Buyer.

(c) Notwithstanding anything to the contrary in this Agreement, Buyer shall be responsible for all Imbalance Energy charges and be entitled to all Imbalance Energy credits imposed or provided by PSE pursuant to PSE's OATT. The foregoing shall not limit Buyer's right to payment of Buyer's Cost to Cover pursuant to Section 11.1 if any PSE Imbalance Energy charges result from Seller's unexcused failure to Schedule or deliver.

(d) Buyer will be responsible for any and all distribution service charges, including distribution loss charges, that are payable to PSE with respect to the distribution of the Hourly Energy Quantity (or any portion thereof) or Excess Energy Quantity at and from the Delivery Points to any Distribution Point of Delivery and any other costs imposed on or associated with delivery of the Hourly Energy Quantity (or any portion thereof) or Excess Energy Quantity at and from the Delivery Points.

(e) To the extent not otherwise addressed in Section 3.9(b) through Section 3.9(d), inclusive, but subject to Section 3.6(b), Buyer shall be responsible for any costs, penalties, and charges imposed or levied by PSE pursuant to the Special Contract.

(f) In the event a Party receives an invoice from a Transmission Provider with costs and charges for which the other Party is responsible hereunder, the latter Party shall reimburse the

former Party for such costs and charges upon receipt of an invoice in accordance with Article 7. Without limiting the generality of the foregoing, Buyer acknowledges that Seller may be invoiced by PSE pursuant to the PSE Transmission Service Agreements for costs and charges for which Buyer is responsible for reimbursing Seller under this Agreement, and Buyer will reimburse Seller for such costs and charges in accordance with the provisions of this Agreement. Invoices for any such reimbursement of Imbalance Energy charges imposed by PSE shall be net of any PSE Imbalance Energy credits.

(g) Notwithstanding anything to the contrary in this Agreement, in the event this Agreement is terminated prior to HE 24:00 on March 31, 2024:

(i) Seller will as quickly as reasonably practicable assign (or cause to be assigned) the PSE Transmission Service Agreements to Buyer or to any other Person that may be designated by Buyer and that is an eligible transmission customer under PSE's OATT, *provided* that any such assignment is a full assignment of the PSE Transmission Service Agreements and the assignment is approved by PSE in accordance with PSE's OATT; and

(ii) Buyer will reimburse Seller for any actual third party costs and charges incurred by Seller under the PSE Transmission Service Agreements with respect to any period prior to the effective date of such assignment of the PSE Transmission Service Agreements.

Section 3.10. Environmental Attributes for Certain Ancillary Services.

(a) If in any month during the Delivery Term the net amount of Imbalance Energy for the month requires that PSE deliver any energy to alleviate any deficiency in the Imbalance Energy account under the PSE Transmission Service Agreements, Seller will provide RECs to Buyer to offset the carbon content of such energy, in accordance with the applicable Offset Calculation and consistent with Section 5.2, in consideration for payment by Buyer to Seller of the market price for such RECs plus Seller's reasonable transaction costs incurred in connection with the procurement of such RECs.

(b) Upon reasonable notice to Seller, Buyer may request that Seller provide RECs to Buyer to offset the carbon content of any energy associated with Ancillary Services provided under the PSE Transmission Service Agreements (other than Imbalance Energy, which is addressed separately in Section 3.10(a)), in accordance with the applicable Offset Calculation and consistent with Section 5.2, in consideration for payment by Buyer to Seller of the market price for such RECs plus Seller's reasonable transaction costs incurred in connection with the procurement of such RECs.

Section 3.11. Unused Transmission Service. If Hourly Load Forecasts indicate that a portion of the Transmission Service under the PSE Transmission Service Agreements will not be required for Seller to meet its delivery obligations to the applicable Delivery Point for a period of time that would reasonably make it commercially practicable to resell, assign, transfer, or otherwise monetize, in accordance with the provisions of PSE's OATT, such unused Transmission Service, then, at Buyer's request, Seller will cooperate reasonably with Buyer to explore arrangements to

mitigate the costs and charges associated with such unused Transmission Service. In the event Seller agrees to transfer (by resale, assignment, or otherwise) any unused Transmission Service to a third party, the Maximum Transmission Limit associated with the Transmission Service being transferred shall, for the duration of any such transfer, be deemed to be reduced by the amount of such transferred Transmission Service.

ARTICLE 4

LOAD FORECASTING; SCHEDULING OF HOURLY ENERGY QUANTITY

Section 4.1. Initial Load Forecasts.

(a) The Parties have agreed on the initial load forecast for the entire Delivery Term, which is attached hereto as Exhibit C, (the “Initial Load Forecast”) and which includes the following:

- (i) Monthly On-Peak Maximum Load Forecast and Monthly On-Peak Average Load Forecast;
- (ii) Monthly Off-Peak Maximum Load Forecast and Monthly Off-Peak Average Load Forecast; and
- (iii) Annual Minimum Quantity.

(b) In the event Buyer becomes aware of an expected material change to the Allocated Load or Total Load that is not reflected in the Initial Load Forecast, Buyer will promptly notify Seller of such change.

Section 4.2. Hourly Load Forecasts. Buyer will provide to Seller, on an ongoing basis during the Contract Term, the real-time metering data with respect to Allocated Load and Total Load by way of the Real-Time Load Data Signal. Seller will prepare a forecast of the Allocated Load for each Delivery Point for each Contract Hour on a preschedule and real-time basis using historical load data, real-time metering data received from the Real-Time Load Data Signal, and such other factors or criteria as are agreed by the Parties, together with the Initial Load Forecast (and any expected material changes to Allocated Load or Total Load provided by Buyer under Section 4.1(b)), and using a forecasting methodology agreed to by the Parties prior to the Effective Date that is consistent with industry standard forecasting methodology (such Allocated Load forecast, as so updated by Seller, the “Hourly Load Forecast”). Once agreed by the Parties, the forecasting methodology may be amended only by further agreement of the Parties. Seller will Schedule the Hourly Energy Quantities to the Delivery Points subject to any Scheduling amendments or modifications (or limits thereon) as are provided for in this Agreement.

Section 4.3. Scheduling and Tagging.

(a) All Carbon-Free Energy, Incidental Services Energy or other energy delivered by Seller under this Agreement will be Scheduled and tagged in accordance with Generally Accepted Utility Practice.

(b) Buyer will use commercially reasonable efforts to notify Seller immediately of (i) the occurrence at or with respect to any Location of any circumstance or event that is reasonably likely

to cause any interruption or curtailment of, or other inability on the part of Buyer to receive, all or any portion of the Hourly Energy Quantity, and (ii) any reasonably foreseeable material deviation in Allocated Load or Total Load from the Hourly Load Forecast.

(c) Seller will throughout the Delivery Term maintain a real-time Scheduling operation capable of accepting and implementing Scheduling changes on a 24-hour around-the-clock basis. Prior to the Scheduling Deadline, Seller will update the preschedule Hourly Load Forecast to reflect data received from the Real-Time Load Data Signal, any anticipated failure to receive by Buyer of which Buyer has notified Seller pursuant to Section 4.3(b), and other factors or criteria as may be required by the agreed forecasting methodology. The Hourly Load Forecast for any Contract Hour as of the Scheduling Deadline for such hour shall be final and binding on the Parties for the purposes of determining the Hourly Energy Quantity (subject to Section 3.1(b)). Seller shall have no obligation to make any changes to the Hourly Load Forecast or Hourly Energy Quantity for a Contract Hour after the Scheduling Deadline for such hour.

(d) For greater certainty, the Hourly Load Forecast is not a representation or warranty by either Party as to the Allocated Load (or Total Load) for any Contract Hour but rather is an estimate based on the applicable information available at the time (including information provided by Buyer) and applying any criteria, factors, and methodologies agreed by the Parties in accordance with this Agreement and, as such, is subject to forecast error(s).

(e) Seller will notify Buyer of the representatives who are authorized to effect the Scheduling of the Hourly Energy Quantity on behalf of Seller.

Section 4.4. Accounting for Deliveries. As between the Parties, the amounts of Carbon-Free Energy delivered by Seller to Buyer will be accounted for on the basis of Scheduled Hourly Energy Quantities and Excess Energy Quantities to the Delivery Points as confirmed by approved e-Tags. If Scheduled deliveries and receipt of Carbon-Free Energy are not maintained for an entire hour, e-Tagged Schedules will be integrated over the hour or otherwise in accordance with the prevailing practice of PSE as the Balancing Authority in whose Balancing Authority Area the applicable Delivery Points are located.

Section 4.5. Metering. Buyer will have no obligation to provide Seller with physical access to any PSE meters for purposes of obtaining real-time monitoring of the Load. Notwithstanding the foregoing, Buyer will provide Seller with real-time data aggregated for all Locations allocated by PSE to each Delivery Point, as specified in Exhibit E, for purposes of monitoring the Allocated Load. Buyer and Seller shall mutually agree on the data signal configuration and transmittal method (and back-up method) for the provision by Buyer of the real-time data ("Real-Time Load Data Signal"). In the event of an interruption in the receipt of the Real-Time Load Data Signal by Seller, Seller shall determine and maintain the values of the preschedule On-Peak Allocated Energy Quantities, Off-Peak Allocated Energy Quantities and Hourly Energy Quantities, as applicable, using the best applicable data available to Seller at the time. Consistent with Section 3.9, Buyer shall be responsible for Imbalance Energy costs charged during the interruption in the receipt of the Real-Time Load Data Signal. Buyer will, at reasonable times upon reasonable advance notice, permit Seller to have full access (subject to any applicable requirements of PSE) to any and all PSE revenue meters used to provide any measurements or recordings pursuant to this Agreement for purposes of determining the accuracy of such meters in accordance with

applicable PSE metering standards. Upon Seller's request, which will not be more often than once every 12 months, Buyer will request that PSE test or inspect such meter(s) (at Buyer's expense, if there is any such expense charged by PSE to Buyer for such testing or inspection). Buyer will give reasonable notice to Seller of the time when any metering equipment test or inspection will take place, and Seller will be entitled to have a reasonable number of representatives present at such test or inspection. In the event that any such metering equipment fails to perform in accordance with PSE's meter accuracy standards, Buyer will be responsible for repair, readjustment or replacement of such equipment at Buyer's expense, and appropriate correction, based on the inaccuracy found, will be made of the meter readings for the period during which the inaccurate measurements were made, if such period can reasonably be determined. If such period cannot reasonably be determined, such adjustment will be made for a period equal to one half of the period between (a) the date of the test that demonstrated the inaccuracy in such metering equipment and (b) the later of the date of the last previous test of such metering equipment or the start of the Delivery Term. Any correction in billing resulting from any such correction in the meter records will be made in the next monthly invoice rendered under this Agreement.

Section 4.6. Changes to Buyer's Expected Energy Supply Requirements. If (i) the Aggregate Hourly Load Forecast exceeds the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, during 10 or more hours in any month, (ii) Buyer reasonably expects that the effect of any material change in Allocated Load or Total Load referred to in Section 4.3(b) would be to cause the Aggregate Hourly Load Forecast to exceed the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, during 10 or more hours in any month, (iii) Total Load exceeds the Monthly On-Peak Maximum Load Forecast or the Monthly Off-Peak Maximum Load Forecast, as applicable, during 10 or more hours in any month, or (iv) Allocated Load or Hourly Load Forecast for any Delivery Point exceeds the Maximum Transmission Limit for such Delivery Point during 10 or more hours in any month, then:

(a) the Parties shall meet within a reasonable time thereafter to review Buyer's energy supply requirements, and

(b) if, as a result of such meeting, Seller anticipates it will have or can procure sufficient Carbon-Free Resources and additional Transmission Service or other resources to meet all or some portion of Buyer's expected additional energy supply requirements without imposing a material burden or restriction on Seller, Seller shall provide Buyer with indicative and non-binding terms and conditions upon which it could meet any changes in Buyer's expected additional energy supply requirements (including indicative pricing).

ARTICLE 5 ENVIRONMENTAL ATTRIBUTES

Section 5.1. Environmental Attributes.

(a) For any Hourly Energy Quantities that Seller delivers to Buyer from Incremental Hydro Resources, Seller will simultaneously deliver to Buyer all of the Environmental Attributes that are bundled with such Hourly Energy Quantities, and these Environmental Attributes will be registered as Renewable Energy Credits in WREGIS for tracking purposes.

(b) No later than the Environmental Attribute Transfer Deadline, Seller will convey to Buyer any and all Environmental Attributes associated with the Hourly Energy Quantities delivered during the immediately preceding Contract Year, by transferring such Environmental Attributes in accordance with Section 5.2. For any Environmental Attributes associated with Carbon-Free Energy where a Renewable Energy Credit is not created and tracked in WREGIS, Seller will deliver to Buyer an attestation.

(c) Seller represents and warrants that, at the time of transfer of any Environmental Attributes, (i) Seller has good and marketable title to such Environmental Attributes; (ii) such Environmental Attributes have not been used to meet compliance requirements of any other regulatory or voluntary renewable energy program or standard, including any greenhouse gas reduction requirements; and (iii) Seller will transfer to Buyer all rights and title to and interest in such Environmental Attributes, free and clear of any liens or other encumbrances.

(d) Except as provided in Section 11.2, Seller will not report under Section 1605(b) of the Energy Policy Act of 1992 or under the Washington RPS that any of the Environmental Attributes purchased hereunder belong to anyone other than Buyer.

Section 5.2. Delivery of Renewable Energy Credits.

(a) All Renewable Energy Credits delivered under this Agreement, including all Renewable Energy Credits associated with Hourly Energy Quantities from Incremental Hydro Resources, will be transferred by Seller to Buyer via WREGIS and tracked through WREGIS. Buyer will establish and maintain a user account on WREGIS, under the management of the REC Account Holder, which account will be used exclusively for the purpose of receiving and retiring Renewable Energy Credits under this Agreement (the “Buyer WREGIS Account”). Seller will transfer or cause to be transferred the Renewable Energy Credits to the Buyer WREGIS Account no later than the applicable Environmental Attribute Transfer Deadline. Each such transfer will be in accordance with the WREGIS Operating Rules and show transfer of custody of the Renewable Energy Credits from their Carbon-Free Resource of origin to the Buyer WREGIS Account. Seller will provide Buyer with an email confirmation of each such transfer promptly following such transfer. The transfer of Renewable Energy Credits to the Buyer WREGIS Account (or delivery by Seller to Buyer or its designee of the attestation(s) if WREGIS is not available) and transfer receipt pursuant to this Section 5.2(a) will effectuate the delivery of Renewable Energy Credits under this Agreement.

(b) If and to the extent that a correction is made for any metering error, Seller will notify WREGIS and will undertake such other commercially reasonable measures as are necessary to reconcile the number of purchased Renewable Energy Credits awarded to Buyer with the corrected metered Hourly Energy Quantities.

(c) Not later than 10 days after the end of each calendar quarter during the Delivery Term, but in any event at any time that is required in order to permit Buyer to satisfy on a timely basis its reporting obligations to PSE under Paragraphs 13(a)(vi) and 19 of the Settlement and Section 4.9.3 of the Special Contract, Seller will deliver to Buyer an accounting of all of the Renewable Energy Credits that Seller expects to deliver to Buyer for the respective calendar quarter (“REC Quarterly”).

Report”). WREGIS transfer of the Renewable Energy Credits detailed in the REC Quarterly Reports shall be made pursuant to Section 5.2.

Section 5.3. Failure to Transfer Environmental Attributes. If Seller fails to transfer any Environmental Attributes to Buyer by the applicable Environmental Attribute Transfer Deadline, then, Seller will, for each such Environmental Attribute, pay to Buyer an amount equal to 100% of the Average Environmental Attribute Value for such Environmental Attribute (“Environmental Attribute Damages”). Seller will pay such Environmental Attribute Damages within 30 days after the applicable Environmental Attribute Transfer Deadline. If Seller fails to pay undisputed Environmental Attribute Damages when due, Buyer will have the right to draw on the Seller Credit Support in an amount equal to the amount of such unpaid and undisputed Environmental Attribute Damages and retain such amount for its sole benefit. Except as provided in Section 11.1 and Section 12.1(h), Seller will have no liability for any failure to provide Environmental Attributes to Buyer other than the liability for payment of Environmental Attribute Damages under this Section 5.3.

Section 5.4. Registration and Verification. Seller will, at its own cost, take any and all actions that are necessary to transfer through WREGIS any and all Environmental Attributes, including any and all Renewable Energy Credits that are certifiable under WREGIS. Seller will be responsible for all fees and charges incurred for or in connection with qualifying such Environmental Attributes and obtaining and transferring such Environmental Attributes to Buyer; *provided*, that Buyer will be responsible for (i) the fees and charges associated with registering and maintaining Buyer’s WREGIS account; (ii) any other costs assessed against Buyer for or in connection with qualifying the Environmental Attributes and obtaining and transferring such Environmental Attributes to Buyer; and (iii) any verification costs, including audit costs as provided in this Agreement.

Section 5.5. Future Environmental Attributes. The Parties acknowledge and agree that Future Environmental Attributes associated with the Hourly Energy Quantities may be recognized after the Effective Date and that Buyer will have the right and title to such Future Environmental Attributes in accordance with this Section 5.5. If Future Environmental Attributes become available in the market, Seller will transfer such Future Environmental Attributes to Buyer, and Seller will treat such Future Environmental Attributes as if they were Environmental Attributes under this Agreement.

ARTICLE 6 GOVERNMENTAL CHARGES

Section 6.1. Allocation of Governmental Charges.

(a) Seller will pay or cause to be paid all Governmental Charges that are imposed on or with respect to the sale and delivery to Buyer of Hourly Energy Quantity before delivery of Hourly Energy Quantity to the Delivery Points and that are imposed on or with respect to the sale and delivery to Buyer of Environmental Attributes before the transfer of the Environmental Attributes to Buyer in accordance with Section 5.2.

(b) Buyer will pay or cause to be paid all Governmental Charges that are imposed on or with respect to the purchase and receipt by Buyer of Hourly Energy Quantity at and from the Delivery Points and that are imposed on or with respect to the purchase and receipt by Buyer of Environmental Attributes at and after the transfer of the Environmental Attributes pursuant to Section 5.2.

(c) If a Party is required to remit or pay Governmental Charges that are the other Party's responsibility under this Article 6, such Party will promptly reimburse the other Party for such Governmental Charges. Both Parties will use reasonable efforts to administer this Agreement and implement the provisions in accordance with their intent to minimize Governmental Charges, so long as no Party is materially adversely affected by such efforts. For greater certainty, each Party is responsible for any Governmental Charges levied on the basis of its own net income.

(d) Nothing in this Article 6 will obligate or cause a Party to pay or be liable to pay any Governmental Charge for which it is exempt under applicable Law. If any sale of Hourly Energy Quantity or Environmental Attributes under this Agreement is exempt from or not subject to any particular Governmental Charge, the Party subject to such exemption or exclusion shall timely provide the other Party with all reasonable documentation to evidence such exemption or exclusion.

(e) Either Party may deduct or withhold any Taxes that such Party may be legally obligated to deduct or withhold from any amounts payable to the other Party under this Agreement, and payment to such other Party as reduced by such deductions or withholdings will constitute full payment and settlement to such other Party under this Agreement.

(f) Seller will provide Buyer with any forms, documents, or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

ARTICLE 7 BILLING AND PAYMENT

Section 7.1. Billing and Payment. Each month following a full or partial month during the Delivery Term, Seller will render to Buyer by email to the address provided in Exhibit D an invoice setting forth the total Contract Price for all Hourly Energy Quantities and Excess Energy Quantities delivered and associated Environmental Attributes in accordance with the requirements of this Agreement during such preceding month, subject to Section 7.2, any other costs and charges due to Seller, including any costs or charges for which Seller is entitled to reimbursement under this Agreement, and any credits to Buyer under Article 11 or otherwise; *provided*, that Seller will use commercially reasonable efforts to provide to Buyer by email, on or before the 10th Business Day of each month following a full or partial month during the Delivery Term, an estimated invoice setting forth the total Contract Price for all Hourly Energy Quantities and Excess Energy Quantities delivered and associated Environmental Attributes in accordance with the requirements of this Agreement during such preceding month, subject to Section 7.2, any other costs and charges due to Seller, including any costs or charges for which Seller is entitled to reimbursement under this Agreement, and any credits to Buyer under Article 11 or otherwise. Billing and payment will be based on the Contract Price and on Scheduled Hourly Energy Quantities, and all invoiced amounts

will be multiplied by 1.10413 to account for certain transaction-specific costs incurred by Seller. Payment of any such invoice will be made by Buyer to Seller, via ACH or wire transfer of immediately available funds to Seller's financial institution in accordance with instructions in Microsoft's ACH electronic payment form, on or before the later of (a) the 20th day of the month in which the invoice was rendered or (b) the 10th calendar day following the timely presentation of such invoice; *provided*, that if such due date is not a Business Day, payment will be due on the next Business Day following such date. Late payments will accrue interest at the Interest Rate from the due date to the date of payment.

Section 7.2. Transmission Charges. To the extent there are any costs and charges due to Seller, including any costs or charges for which Seller is entitled to reimbursement from Buyer under this Agreement, or any credits owing to Buyer, in either case arising in connection with any Transmission Service, Seller's invoice for such costs, charges or credits will be included on Seller's invoice in the month following receipt of the Transmission Provider's invoice itemizing such costs and charges. If the Transmission Provider fails to provide Seller with the data necessary to determine the exact allocation of such costs or charges between Buyer and Seller, Seller will use the best data available to it to determine the allocation of such costs and charges in a commercially reasonable manner.

Section 7.3. Disputed Invoice Amounts. Either Party may, in good faith, dispute the correctness of any invoice, or any adjustment to an invoice, rendered under this Agreement within 18 months after the date such invoice or adjustment was rendered. In the event that a Party disputes an invoice or portion thereof, or any other claim or adjustment arising hereunder, such Party will pay the undisputed portion of such invoice when due, with notice of the objection to the other Party. Any invoice dispute or invoice adjustment will be in writing and will state the basis for the dispute or adjustment. Payment of the disputed amount will not be required until the dispute is resolved. Upon resolution of the dispute, any required payment will be made within two Business Days after such resolution along with interest accrued at the Interest Rate from (and including) the due date to (but excluding) the date paid. Inadvertent overpayments will be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from (and including) the date of such overpayment to (but excluding) the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 7.3 within 18 months after the invoice is rendered or any adjustment to the invoice is made.

Section 7.4. Late Invoices. Buyer has no obligation to pay any invoice received two years or more after the date on which Seller was required to invoice Buyer under this Agreement, other than in the case of any (a) invoice with respect to which Buyer is disputing payment, (b) invoice that has been rejected by Buyer as incorrect and that is subject to correction, (c) invoice that is delayed due to the actions or inactions of Buyer, (d) invoice that is delayed as a result of Force Majeure, (e) delay to which the Parties have agreed in writing, or (f) invoice that is revised by Seller as a result of a delayed, revised, or updated Transmission Provider invoice adding or adjusting any costs and charges for which Seller is entitled to reimbursement by Buyer under this Agreement.

Section 7.5. Netting and Setoff. If Buyer and Seller are each required to pay to the other an amount in the same month under this Agreement, then such amounts with respect to each Party

may be aggregated and the Parties may discharge their obligations to pay through netting, in which case the Party owing the greater aggregate amount may pay to the other Party the difference between the amounts owed. Each Party reserves to itself all rights, setoffs, counterclaims and other remedies and defenses consistent with Article 12 (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Agreement. The obligations to make payment under this Agreement between the Parties may be set off against each other.

Section 7.6. Audit. Seller will maintain, in each case for a period of not less than three years, records of all deliveries of Carbon-Free Energy and Environmental Attributes, the sources of all Carbon-Free Energy and Environmental Attributes delivered under this Agreement, any other costs and charges paid to Seller, including any costs or charges for which Seller was reimbursed under this Agreement, and any credits made to Buyer under Article 11 or otherwise. Buyer will have the right during the Contract Term, at Buyer's sole expense, upon reasonable advance notice and at a location mutually convenient to Buyer and Seller, to examine any such Seller records, solely for purposes of verifying the accuracy of any statement, charge, or computation made pursuant to this Agreement. Any information or documentation provided for purposes of any examination under this Section 7.6 will be considered Confidential Information and will be subject to the confidentiality provisions of Article 15.

ARTICLE 8 CREDIT SUPPORT

Section 8.1. Seller Credit Support.

(a) If at any time during the Contract Term Seller does not satisfy the Required Credit Rating, Seller will post or issue, or cause to be posted or issued in favor of Buyer, Seller Credit Support to secure Seller's obligations under this Agreement for so long as Seller fails to meet the Required Credit Rating. Any such Seller Credit Support will be provided within 10 Business Days after demand by Buyer.

(b) Any Seller Credit Support in the form of a Letter of Credit will (i) remain in effect for a minimum period of one year; (ii) be renewed or replaced by the applicant not less than 30 Business Days before expiration of the Letter of Credit; and (iii) state that the Letter of Credit may be drawn by Buyer prior to expiration if the Letter of Credit is not timely renewed or replaced. If the Letter of Credit is drawn due to a failure of the applicant to renew or replace the Letter of Credit not less than 30 Business Days before its expiration, the proceeds of any such draw will constitute collateral provided to Buyer in the form of Cash. If Buyer draws on the Letter of Credit as provided in the preceding sentence, the Cash proceeds of such draw will be maintained by the beneficiary in a Collateral Account. Buyer may withdraw funds from such account to pay any amount due and owing by Seller under this Agreement that has not been paid within the time provided under this Agreement.

Section 8.2. Buyer Credit Support.

(a) If at any time during the Contract Term Buyer does not satisfy the Required Credit Rating, Buyer will post or issue, or cause to be posted or issued in favor of Seller, Buyer Credit

Support to secure Buyer's obligations under this Agreement for so long as Buyer fails to meet the Required Credit Rating. Any such Buyer Credit Support will be provided within 10 Business Days after demand by Seller.

(b) Any Buyer Credit Support in the form of a Letter of Credit will (i) remain in effect for a minimum period of one year; (ii) be renewed or replaced by the applicant not less than 30 Business Days before expiration of the Letter of Credit; and (iii) state that the Letter of Credit may be drawn by Seller prior to expiration if the Letter of Credit is not timely renewed or replaced. If the Letter of Credit is drawn due to a failure of the applicant to renew or replace the Letter of Credit not less than 30 Business Days before its expiration, the proceeds of any such draw will constitute collateral provided to Seller in the form of Cash. If Seller draws on the Letter of Credit as provided in the preceding sentence, the Cash proceeds of such draw will be maintained by the beneficiary in a Collateral Account. Seller may withdraw funds from such account to pay any amount due and owing by Buyer under this Agreement that has not been paid within the time provided under this Agreement.

Section 8.3. Security Interest. To secure its obligations under this Agreement, each Party posting Credit Support (the "Credit Support Provider") hereby grants to the other Party, as the secured party (the "Credit Support Beneficiary"), a first priority, present and continuing security interest in, and lien on (and right of set-off against), and assignment of, all Cash obtained by the Credit Support Provider resulting from a draw on the Credit Support, and any and all proceeds resulting from the draw upon the Credit Support or the liquidation of such Credit Support, whether held now or in the future by, on behalf of, or for the benefit of the Credit Support Beneficiary, and the Credit Support Provider agrees to take such action as the Credit Support Beneficiary reasonably requires to protect the Credit Support Beneficiary's first-priority security interest in, and lien on (and right of setoff against), such collateral and any and all proceeds resulting from the draw upon the Credit Support or the liquidation of such Credit Support. The Credit Support Beneficiary may exercise its rights as a secured party (including the right of setoff granted pursuant to this Section 8.3) against such Cash collateral only upon the terms and conditions of this Agreement. If the Credit Support Beneficiary receives Cash proceeds from a Letter of Credit pursuant to a draw made under this Agreement, then the Credit Support Beneficiary will deposit such proceeds in a Collateral Account under terms and conditions that allow the proceeds to be disbursed to the Credit Support Beneficiary. Such Cash collateral will constitute Credit Support for all purposes of this Agreement.

Section 8.4. Drawing of Credit Support. If an Event of Default occurred and is continuing, the Credit Support Beneficiary is entitled to draw upon Credit Support for any damages arising from (i) such Event of Default or (ii) any Event of Default to the extent that damages arising from the Event of Default have not been paid in full to the Credit Support Beneficiary. In the case of Credit Support in the form of a Letter of Credit, the Credit Support Beneficiary may draw the full amount of such Letter of Credit within 30 Business Days before the expiration of such Letter of Credit if, as of the date of such draw, the Credit Support Beneficiary has not received replacement Credit Support meeting the requirements of this Agreement.

Section 8.5. Release Upon Termination.

(a) Subject to Section 8.5(b), and to the extent not previously relinquished pursuant to Section 8.1(a) or Section 8.2(a), all Credit Support will remain in effect until, and will be released, two months after the end of the Contract Term. The Credit Support Beneficiary will execute any documents and take any other actions reasonably requested by Credit Support Provider to confirm such release.

(b) If, on any Credit Support release date set forth in this Agreement, there are outstanding claims that (i) were validly made prior to such Credit Support release date and (ii) are not fully secured by the replacement Credit Support in the case of any Credit Support released because it is being replaced, then, on such scheduled release date, (a) the amount of the applicable Credit Support will be reduced to the amount of such outstanding claims, (b) such release date will be extended until the final resolution and full payment of such outstanding claims, and (c) at the election of Credit Support Provider, the scope of such security may be reduced to secure only such outstanding claims. In the event of a reduction in the amount or scope of any Credit Support in accordance with clauses (a) or (c) of the immediately preceding sentence, the Credit Support Beneficiary will promptly execute any documents and take any other actions reasonably requested by the Credit Support Provider to effect or confirm such reduction in amount or scope, including by executing and delivering an amendment to such Credit Support, by exchanging such Credit Support or by other reasonable means.

Section 8.6. Uniform Commercial Code Waiver. This Agreement sets forth the entire agreement between the Parties regarding credit, collateral and adequate assurances. Except as expressly set forth in this Agreement, neither Party (i) has or will have any obligation to post Credit Support, pay deposits, make any other prepayments or provide any other financial assurances in any form whatsoever, or (ii) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of this Agreement. The Parties waive all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines.

ARTICLE 9 TITLE AND RISK OF LOSS; INDEMNITY

Section 9.1. Title and Risk of Loss.

(a) Title to and risk of loss related to the Carbon-Free Energy will transfer from Seller to Buyer at the Delivery Points. As between the Parties, Seller will be deemed to have full responsibility and liability for any injury or damage to Persons or property caused by, resulting from or arising out of or in connection with the Carbon-Free Energy prior to the Delivery Points, and Buyer will be deemed to have full responsibility and liability for any injury or damage to Persons or property caused by, resulting from or arising out of or in connection with the Carbon-Free Energy at, from and after the Delivery Points. Title to and risk of loss related to the Environmental Attributes will transfer from Seller to Buyer upon delivery thereof in accordance with the requirements of this Agreement, and in the case of any purchased Renewable Energy Credits will occur when such purchased Renewable Energy Credits have been credited to the Buyer WREGIS Account.

(b) Seller warrants that the Carbon-Free Energy delivered by Seller to Buyer under this Agreement will be free and clear of all liens, claims and encumbrances arising prior to the Delivery Points created by any Person other than Buyer. Seller warrants that the Environmental Attributes delivered by Seller to Buyer under this Agreement will be free and clear of all liens, claims and encumbrances arising prior to delivery thereof in accordance with the requirements of this Agreement created by any Person other than Buyer.

Section 9.2. Indemnity Generally. Each Party (the “Indemnitor”) hereby indemnifies and releases and agrees to defend and hold harmless the other Party and its Affiliates and each of its or their directors, officers, managers, employees, attorneys, advisors, and agents and, in the case of Seller, its authorized subcontractors (each, an “Indemnitee”) from and against any and all Claims (but excluding any Claims for which liquidated damages or other remedies are explicitly provided under this Agreement) caused by, resulting from, arising out of, or relating to:

(a) any act or incident related to any Carbon-Free Energy sold and purchased hereunder occurring at any time when such Carbon-Free Energy is deemed for purposes of this Agreement to be under the Indemnitor’s possession and control;

(b) any gross negligence or willful misconduct of the Indemnitor or any of its Affiliates or any of its or their directors, managers, officers, employees, subcontractors of any tier, or agents in connection with this Agreement; and

(c) any Governmental Charges that are the responsibility of the Indemnitor pursuant to Article 6 or Article 14.

Section 9.3. Indemnity by Buyer with Respect to Special Contract. Buyer, as Indemnitor, hereby indemnifies and agrees to hold harmless Seller and its Indemnitees from any and all Claims relating to or arising out of or in connection with any action, proceeding, or hearing relating in any way to the Special Contract or the Settlement (other than any action, proceeding, or hearing brought by either Party against the other Party under or in connection with this Agreement) in which Seller or any Seller Indemnitee is named as a party or is compelled or requested to participate as a result of or in connection with this Agreement.

Section 9.4. Indemnification Procedures. Any Indemnitee seeking indemnification under this Agreement for any Claim will give the Indemnitor notice of such Claim promptly but in any event on or before 30 days after the Indemnitee’s actual knowledge of such Claim. Such notice will describe the Claim in reasonable detail, and will indicate the amount (estimated if necessary) of the Claim that has been or may be sustained by the Indemnitee. To the extent that the Indemnitor will have been actually and materially prejudiced as a result of any failure of the Indemnitee to provide such notice, the Indemnitee will bear all responsibility for any additional costs or expenses incurred by the Indemnitor as a result of such failure. In any action or proceeding brought against an Indemnitee by reason of any Claim, the Indemnitor may, at its sole option, elect to assume the defense at the Indemnitor’s cost and expense, and will have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnitee will in all cases be entitled to control its own defense in any action if such action (a) may result in injunctions or other equitable remedies with respect to the Indemnitee that would affect its business or operations in any materially adverse manner, (b) may result in

material liabilities that may not be fully indemnified hereunder, (c) may have a material adverse effect on the business or the financial condition of the Indemnitee (including a material adverse effect on the Tax liabilities, earnings, ongoing business relationships, or regulation of the Indemnitee) even if the Indemnitor pays all indemnification amounts in full, or (d) is an action for which indemnification is sought pursuant to Section 9.3. Subject to the immediately preceding sentence, the Indemnitor may not settle or compromise any Claim for which indemnification is sought under this Agreement, where such settlement or compromise involves non-monetary terms and conditions, without the prior written consent of the Indemnitee, which consent will not be unreasonably withheld or delayed.

ARTICLE 10 REPRESENTATIONS AND WARRANTIES

Section 10.1. Representations and Warranties. As a material inducement to the entry by the other Party into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party as of the Effective Date as follows:

(a) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation or incorporation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;

(b) it has all approvals, consents and regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) the execution, delivery and performance of this Agreement are within its statutory and corporate powers, have been duly authorized by all necessary action and do not conflict with or result in a breach of or default (with or without notice or lapse of time or both) under any of the terms or conditions in its governing documents or any contract to which it is a party or any Laws applicable to it;

(d) this Agreement has been duly executed and delivered on its behalf by a duly authorized representative of such Party;

(e) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally, and with regard to equitable remedies, to equitable defenses and the discretion of the court before which proceedings to obtain such remedies may be pending;

(f) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it;

(g) there are no suits, proceedings, judgments, rulings or orders by or before any Governmental Authority that materially adversely affect such Party's ability to perform this Agreement;

(h) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to deliver or take delivery of all Carbon-Free Energy as provided for in this Agreement; and

(i) it is a producer, processor, commercial user or merchant with respect to the Carbon-Free Energy and any associated Environmental Attributes provided for in this Agreement, and is entering into this Agreement for purposes related to its business as such.

Section 10.2. Additional Representation and Warranty of Buyer. Buyer hereby represents and warrants to Seller that Buyer is an end-use retail purchaser under this Agreement, and is purchasing the Carbon-Free Energy sold and purchased under this Agreement exclusively for its own use and not for resale.

Section 10.3. No Other Representations and Warranties. Each Party acknowledges that it has entered into this Agreement based solely upon the express representations and warranties set forth in this Agreement.

Section 10.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER EXPRESSLY NEGATES ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

ARTICLE 11 NONPERFORMANCE AND REMEDIES

Section 11.1. Failure to Deliver. Unless excused by Buyer's failure to perform, Force Majeure or as permitted by Section 12.2(b), if Seller fails to Schedule or deliver all or part of the required Hourly Energy Quantity and associated Environmental Attributes in accordance with the requirements of this Agreement, Seller will pay Buyer's Cost to Cover.

Section 11.2. Failure to Receive. Unless excused by Seller's failure to perform, Force Majeure or as permitted by Section 12.2(b), if Buyer fails to receive (or to cause to be received) all or part of the required Hourly Energy Quantity and associated Environmental Attributes in accordance with the requirements of this Agreement, Buyer will pay Seller's Cost to Cover.

Section 11.3. Payment for Nonperformance. Invoicing and payment of any amounts due under this Article 11 will be made in accordance with the provisions of Article 7.

Section 11.4. Acknowledgement of the Parties. The Parties hereby stipulate that the payment obligations set forth in this Article 11 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as unfair, unreasonable, inadequate or void as a penalty. Without limiting to any extent the provisions of Article 12 (including with respect to the Event of Default described in Section 12.1(i)), the remedy set forth in this Article 11 will be the sole and exclusive remedy of Buyer for the failure of Seller to Schedule and deliver, or of Seller for the failure of Buyer to receive, the Hourly Energy Quantity and all other damages and remedies are hereby waived.

ARTICLE 12
EVENTS OF DEFAULT AND REMEDIES; LIMITATION OF LIABILITY

Section 12.1. Events of Default. An “Event of Default” means, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five Business Days after the Defaulting Party’s receipt of notice thereof from the Non-Defaulting Party;

(b) any representation or warranty made by such Party herein is false or misleading in any material respect when made, and the underlying facts are not corrected or cured so as to make such representation and warranty correct within seven days (or, to the extent such Party has commenced and is continuing reasonable efforts to cure such breach, within 14 days) after the Defaulting Party’s receipt of notice of such misleading or false representation or warranty from the Non-Defaulting Party;

(c) any failure to perform any covenant set forth in this Agreement (other than any events that are otherwise specifically covered in this Section 12.1 as a separate Event of Default, or Seller’s obligation to Schedule and deliver, and Buyer’s obligation to receive, for which a separate remedy is provided in Article 11), if such failure is not excused by Force Majeure or cured within 30 days after the Defaulting Party’s receipt of notice thereof from the Non-Defaulting Party; *provided*, that if such failure is curable but such 30-day period is not sufficient to enable the remedy or cure of such failure in performance, the Defaulting Party will, so long as it promptly after receipt of such notice commences, and thereafter diligently continues, to remedy such failure, have a reasonable additional period of time (not in any event exceeding 90 days) in which to remedy or cure such failure;

(d) such Party becomes Bankrupt;

(e) such Party Transfers this Agreement, except as may be permitted under Section 17.1;

(f) the occurrence of a Letter of Credit Default with respect to any Letter of Credit issued in support of any obligations of such Party under this Agreement;

(g) such Party fails to post and maintain Credit Support in accordance with Section 8.1 or Section 8.2 (as applicable), and such failure is not cured within five Business Days after the Defaulting Party’s receipt of notice thereof from the Non-Defaulting Party;

(h) Seller fails to provide all of the Environmental Attributes associated with the Hourly Energy Quantities delivered under this Agreement on or before the applicable Environmental Attribute Transfer Deadline, and does not cure such failure by timely payment of Environmental Attribute Damages in accordance with Section 5.3; or

(i) with respect to Seller only, the occurrence of more than 12 separate Occasions within any two-consecutive year period during the Delivery Term.

Section 12.2. Remedies for an Event of Default. If an Event of Default has occurred and is then continuing, and except where this Agreement provides for a separate sole and exclusive remedy for the event or circumstance giving rise to the Event of Default, the Non-Defaulting Party will have the right (but not the obligation) to pursue any or all of the following remedies:

(a) withhold any payments due to the Defaulting Party under this Agreement;

(b) upon written notice to the Defaulting Party, suspend performance of the Non-Defaulting Party's obligations under this Agreement (in which case if Seller is the Non-Defaulting Party, Seller may Schedule for delivery, and sell to any Person, free and clear of any claims by Buyer, all Hourly Energy Quantities and associated Environmental Attributes for such period during which Seller suspends performance hereunder); *provided, however*, that in no event shall any such suspension continue longer than 10 Business Days unless an Early Termination Date has been declared and notice thereof given to the Defaulting Party in accordance with the provisions of Section 12.3; and *provided, further*, that in no event may the Non-Defaulting Party suspend performance more than once with respect to any single Event of Default;

(c) call on and draw upon any Letter of Credit or other Credit Support provided by the Defaulting Party to satisfy any and all payments due and amounts otherwise owing from Defaulting Party under this Agreement; and

(d) prior to receipt of notice of termination by the Defaulting Party in accordance with Section 12.3, and subject to the express limitations on remedies set forth in this Agreement, exercise all other remedies available to the Non-Defaulting Party at Law or in equity.

Section 12.3. Termination for an Event of Default. If an Event of Default has occurred and is then continuing, the Non-Defaulting Party will have the right, at any time when such Event of Default is continuing, and in addition to the remedies set forth in Section 12.2, to:

(a) designate by notice to the Defaulting Party a day, no earlier than the date on which the Defaulting Party receives such notice and no later than 20 days after the date on which the Defaulting Party receives such notice, on which this Agreement will terminate (the "Early Termination Date"); and

(b) recover in connection with such termination an amount calculated in accordance with Section 12.5.

If notice of termination has not been received by the Defaulting Party on or before the date that is 30 days following the date on which the Event of Default becomes known to the Non-Defaulting Party (or any longer period to which the Parties may agree), then the Non-Defaulting Party's right of termination will no longer be available with respect to such Event of Default; *provided, however*, that such 30-day time limit shall not apply to Events of Default described in Section 12.1(d).

Section 12.4. Effect of Designation. If notice designating an Early Termination Date is given under Section 12.3, the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default is then continuing. Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under this Agreement will be

required to be made, but without prejudice to the other provisions of this Agreement. Any amount payable in respect of an Early Termination Date will be determined pursuant to Section 12.5.

Section 12.5. Calculation of Termination Payment.

(a) The Non-Defaulting Party will, effective as of the Early Termination Date, calculate in good faith the Non-Defaulting Party's Gains or Losses and Costs resulting from the termination of this Agreement. The Gains, Losses and Costs will be determined by comparing (x) the Contract Price for the Remaining Transactions under this Agreement had it not been terminated to (y) the relevant market prices for the Remaining Transactions either as quoted by a bona fide third-party offer or as reasonably expected to be available in the market under a replacement contract for this Agreement. To ascertain the market prices of a replacement contract, the Non-Defaulting Party may consider, among other valuations, quotations from leading dealers in energy contracts and other bona fide third party offers (except from any Person that is an Affiliate of the Non-Defaulting Party), in each case for energy that is generally equivalent to the Carbon-Free Energy, including in firmness. It is expressly agreed that the Non-Defaulting Party will not be required to enter into a replacement transaction in order to determine the Termination Payment (as hereafter defined). The Non-Defaulting Party will as quickly as reasonably practicable after the Early Termination Date aggregate such Gains, Losses and Costs with respect to this Agreement into a single net amount (the "Termination Payment") and notify the Defaulting Party thereof, providing reasonable detail of the Non-Defaulting Party's calculation of the Termination Payment. If the Non-Defaulting Party's aggregate Losses and Costs exceed its aggregate Gains, the Defaulting Party will, within five Business Days from the receipt of such notice, pay the Termination Payment to the Non-Defaulting Party. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, the Termination Payment will be deemed to be zero.

(b) For purposes of this Agreement:

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar verifiable third party transaction costs and expenses, including verifiable transaction break-up costs and costs incurred in providing to any Person credit assurances or assurances of performance, reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations under this Agreement or in entering into new arrangements which replace this Agreement, and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with termination of this Agreement.

"Gains" means, with respect to a Party, an amount equal to the Present Value of the economic benefit (exclusive of Costs) to such Party resulting from the termination of this Agreement, determined in a commercially reasonable manner.

"Losses" means, with respect to a Party, an amount equal to the Present Value of the economic loss (exclusive of Costs) to such Party resulting from the termination of this Agreement, determined in a commercially reasonable manner.

"Present Value" means a present value calculation derived by using a discount rate equal to the per annum rate of interest equal to the prime lending rate, as published in *The Wall Street Journal* under "Money Rates," for the date on which such present value calculation is made.

In no event, however, will a Party's Gains, Losses or Costs include any penalties, ratcheted demand or similar charges. At the time for payment of any amount due under this Section 12.5, each Party will pay all additional amounts payable by it to the other Party under or pursuant to this Agreement, but all such amounts will be netted and aggregated with any Termination Payment payable hereunder.

(c) The Defaulting Party may dispute the Non-Defaulting Party's calculation of the Termination Payment in the same manner as a Party may dispute an invoice pursuant to Section 7.3, *provided* that notice of such dispute must be delivered by the Defaulting Party to the Non-Defaulting Party within five Business Days after the Defaulting Party's receipt of the Non-Defaulting Party's notice of calculation of the Termination Payment; and *provided, further*, that the Defaulting Party shall first transfer Credit Support to the Non-Defaulting Party in an amount equal to the Termination Payment.

Section 12.6. Non-Defaulting Party's Right to Setoff of Accounts. Without prejudice to its exercise of its rights under Section 12.2, the Non-Defaulting Party may from time to time set off any or all amounts that the Defaulting Party owes to it (whether under this Agreement or otherwise and whether or not then due) against any or all amounts that the Non-Defaulting party owes to the Defaulting Party (whether under this Agreement or otherwise and whether or not then due); provided that any amount not then due that is included in such setoff will be discounted to Present Value as of the time of setoff (to take account of the period between the date of setoff and the date on which such amount would otherwise have been due).

Section 12.7. Remedies Cumulative. The amount determined in accordance with Section 12.5 will be the Parties' sole and exclusive remedy under this Agreement or otherwise for termination for an Event of Default. Subject to the express limitations set forth in the foregoing sentence, and except where this Agreement provides for a separate sole and exclusive remedy, each right or remedy of the Parties provided for in this Agreement will be cumulative of and will be in addition to every other right or remedy provided for in this Agreement. A Party's exercise of any one or more of the rights or remedies provided for in this Agreement will not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for in this Agreement unless such simultaneous or later exercise is precluded by the terms of this Agreement.

Section 12.8. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

Section 12.9. Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES WILL BE THE

SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. WITHOUT PREJUDICE TO THE CALCULATION OF ANY TERMINATION PAYMENT AMOUNT, NEITHER PARTY WILL BE LIABLE, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES; *PROVIDED*, THAT IN NO EVENT WILL THE FOREGOING LIMITATIONS OF LIABILITY BE APPLIED TO LIMIT THE EXTENT OF THE LIABILITY OF EITHER PARTY TO THE OTHER FOR OR WITH RESPECT TO ANY BREACH OF THE NDA AND THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, ANY THIRD PARTY CLAIMS THAT INCLUDE CLAIMS FOR SUCH DAMAGES AND FOR WHICH INDEMNIFICATION IS PROVIDED FOR HEREIN, OR FRAUD. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, SUBJECT TO ANY RIGHTS OF SET OFF WITH RESPECT TO ANY CONTRIBUTORY ACTIONS OF THE PARTY CLAIMING DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS AND ARE NOT PENALTIES. NOTHING IN THE FOREGOING WILL BE CONSTRUED TO LIMIT ANY LEGAL, EQUITABLE OR STATUTORY RIGHTS OF SETOFF OR ANY RIGHTS UNDER ANY CREDIT SUPPORT, OR TO PROHIBIT ANY ACTION TO ENFORCE ANY REMEDY PROVIDED UNDER THIS AGREEMENT.

ARTICLE 13 FORCE MAJEURE

Section 13.1. Force Majeure Defined. “Force Majeure” means an event or circumstance that prevents the Claiming Party from performing its obligations under this Agreement, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which by the exercise of due diligence the Claiming Party is unable to overcome or avoid or cause to be avoided. Provided that the criteria in the immediately preceding sentence are met, Force Majeure will include:

(a) flood, washouts, drought, earthquake, landslides, storms, fire, hurricanes, tornadoes, lightning, or extreme weather conditions;

(b) acts of God; acts of the public enemy, acts of civil or military authority, war, blockades, insurrections, civil disturbances or disobedience, riots, and epidemics;

(c) sabotage, terrorism, vandalism, or cyberattack;

(d) interruption or curtailment of Transmission Service, but only if (i) the Party contracting with the applicable Transmission Provider will have made arrangements with such Transmission

Provider for firm transmission service, as defined under such Transmission Provider's OATT, of the Carbon-Free Energy to be provided on the Specified Transmission Path, (ii) the interruption or curtailment (including interruption or curtailment as a result of unscheduled flow) is on the Specified Transmission Path, and (iii) such firm Transmission Service is interrupted or curtailed pursuant to the applicable OATT or transmission service contract, by or at the direction of WECC or any other applicable NERC-recognized regional reliability coordinator, or as a result of a planned outage or derate of the Transmission Service by the owner or operator of the applicable transmission facilities;

(e) restraint by court order, or the action or inaction of, or inability to obtain, maintain or renew regulatory approvals from, any Governmental Authority unless such inability was caused by the violation of the terms thereof or other applicable Law by the Party holding the applicable regulatory approval; and

(f) electrical disturbances originating in or transmitted through the affected Party's electrical system or any interconnected system;

provided, that none of the following will constitute an event of Force Majeure: (v) the loss of Buyer's markets or Buyer's inability economically to use or resell Carbon-Free Energy or Environmental Attributes purchased hereunder; (w) Seller's failure to contract for and reserve sufficient firm transmission capacity to deliver the Hourly Energy Quantity to any Transmission Point(s) of Receipt or any Delivery Point; (x) delays or nonperformance by suppliers, vendors, or other third parties with which a Party has contracted (other than Transmission Providers providing the Transmission Service, as set forth in Section 13.1(d)), except to the extent that such delays or nonperformance were due to circumstances that would constitute "Force Majeure" as defined above; (y) Seller's ability to sell Carbon-Free Energy or Environmental Attributes to a market at a more advantageous price; or (z) Buyer's ability to purchase Carbon-Free Energy or Environmental Attributes in or from any market at a more advantageous price.

Section 13.2. Transmission Curtailments and Interruptions.

(a) If and to the extent any Force Majeure event described in Section 13.1(d) occurs prior to the Scheduling Deadline and Seller is the Claiming Party, Seller's obligations to remedy, remove, overcome, or avoid such event, cause, or circumstance shall require Seller only to:

(i) use commercially reasonable efforts to supply Incidental Services Energy from ACS, unless Seller cannot, through the use of such efforts, arrange for such ACS energy or transmission service on the transmission path from the BC/US border to the Delivery Points (or such transmission path is interrupted, curtailed, or otherwise constrained for any reason), and

(ii) to the extent Seller cannot supply Incidental Services Energy in accordance with Section 13.2(a)(i), use commercially reasonable efforts to supply Incidental Services Energy from any other source and obtain firm or non-firm Transmission Service from any Transmission Provider over an alternate transmission path if and to the extent the foregoing is reasonably likely to provide for delivery of the Incidental Services Energy to the Delivery Points.

(b) Seller's obligation to use commercially reasonable efforts under Section 13.2(a)(ii) shall not require Seller to bear any energy, transmission, or other costs in excess of the Contract Price, and Buyer shall be responsible for payment of any such energy, transmission, or other costs in excess of the Contract Price, in addition to payment of the Contract Price.

(c) If any Force Majeure event described in Section 13.1(d) occurs after the Scheduling Deadline, Seller shall have no obligation to remedy, remove, overcome or avoid such event, cause, or circumstance for the applicable hour.

Section 13.3. Effect of Force Majeure. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement, such Party (the "Claiming Party") will, as soon as practicable after the occurrence of the event, give the other Party notice thereof, including details of the Force Majeure event, the date of its commencement, the anticipated duration if ascertainable, the performance of the Claiming Party that is prevented by the Force Majeure, and the actions being taken to mitigate the effects of the Force Majeure; *provided, however*, that Seller may give notice and details of any Force Majeure claims that are based on short-term or real-time interruption or curtailment of Transmission Service through the monthly settlement process. During the pendency of the Force Majeure but for no longer period, the Claiming Party will be excused from the obligations of the Claiming Party under this Agreement that are prevented by the Force Majeure. The Claiming Party will use commercially reasonable efforts to remedy the Force Majeure with all reasonable dispatch. No Party will be relieved of liability for failure of performance to the extent that such failure is due to removable or remediable causes that such Party fails to remove or remedy within a reasonable time period. Notwithstanding any other provision of this Agreement, in no event will a Force Majeure excuse any obligation to make payments due or becoming due under this Agreement for performance rendered prior to the event of Force Majeure. During a Force Majeure, the non-Claiming Party will not be required to perform or make up performance of its obligations under this Agreement that correspond to the obligations of the Claiming Party that are excused by the Force Majeure. For the avoidance of doubt, in the event that Buyer is claiming excuse of its obligation to receive the Hourly Energy Quantity and associated Environmental Attributes on the basis of Force Majeure, Seller may during the period of such excuse Schedule or sell all or any portion of the Hourly Energy Quantity and associated Environmental Attributes to any Person. Upon resumption of Buyer's ability to perform under this Agreement, Seller will promptly resume deliveries of the Hourly Energy Quantity and associated Environmental Attributes to Buyer.

Section 13.4. Termination Relating to Force Majeure Events.

(a) If a Claiming Party is excused from its obligations under this Agreement for 180 consecutive days because of a Force Majeure event, the other Party may, at any time prior to the termination of the Force Majeure event, terminate this Agreement effective upon not less than three calendar days' notice to the other Party; *provided*, that in the event that the Claiming Party holds the other Party harmless from the effects of such non-performance, such 180-day period will be suspended for such period, not in any event to exceed 180 days suspension, as the Claiming Party continues so to hold the other Party harmless. For purposes of this Section 13.4(a), "hold harmless" means (a) in the event that Seller is the Claiming Party, the implementation by Seller of alternative arrangements for the delivery to Buyer of the Hourly Energy Quantity and delivery of the Environmental Attributes, the delivery of which has been affected by the relevant Force

Majeure event, and (b) in the event that Buyer is the Claiming Party, the implementation by Buyer of alternative arrangements for receipt from Seller of the Hourly Energy Quantity and receipt of the Environmental Attributes, the receipt of which has been affected by the relevant Force Majeure event.

(b) Notwithstanding the provisions of Section 13.4(a), if a Force Majeure event described in Section 13.1(d) occurs and as a result Seller is required to use Incidental Services Energy under Section 13.2 for a period of 90 or more consecutive days to supply the Hourly Energy Quantities to Buyer, either Party may, by notice to the other Party, require that the Parties negotiate in good faith regarding the potential implementation of an alternative energy supply for the Hourly Energy Quantities. If such good faith negotiations do not result in agreement on such an alternative energy supply within a period of 30 days following the start of such negotiations (or any longer time period to which the Parties may agree), Buyer may, at any time thereafter prior to the termination of the Force Majeure event, terminate this Agreement effective upon not less than three calendar days' notice to Seller. The foregoing shall not in any way prejudice Seller's right to terminate pursuant to Section 13.4(a).

(c) In the event of termination pursuant to this Section 13.4, neither Party will have any liability whatsoever to the other Party (including liability for any Termination Payment) under or in connection with this Agreement; *provided*, that no such termination will relieve either Party of liability for any costs or other obligations incurred prior to the effectiveness of such termination.

ARTICLE 14 COMPLIANCE WITH LAWS; CHANGE IN LAWS AND ADVERSE GOVERNMENTAL ACTION

Section 14.1. Compliance with Laws. Buyer agrees to comply with the requirements of all applicable Laws and the Special Contract and any and all applicable requirements of PSE's OATT, any other PSE tariffs, and any other agreements entered into by and between Buyer and PSE under or in connection with the Special Contract or PSE's OATT. Seller agrees to comply with the requirements of all applicable Laws and any and all applicable requirements of PSE's OATT, and any other agreements entered into by and between Seller and PSE, all applicable requirements of the OATT of any other applicable Transmission Providers, WECC's power scheduling and interchange procedures (including the WECC General Scheduling Provisions), NERC's rules and regulations and other reliability criteria applicable to Seller's obligations hereunder; the Northwest Power Pool's reserve requirements and other reliability criteria applicable to Seller's obligations hereunder, and any other reliability criteria applicable to Seller's obligations hereunder.

Section 14.2. Change in Laws; Market Event.

(a) If a Party becomes aware that there has occurred or is reasonably likely to occur a Change in Laws or Market Event that directly prohibits, prevents, or materially impedes a Party from performing its obligations under this Agreement or materially impacts or alters the rights, benefits, or allocation of risks under this Agreement, such Party shall notify the other Party of such Change in Laws or Market Event. The Parties shall promptly following any such notice negotiate in good faith amendments to or a replacement of this Agreement that will result in substantially the same allocation of rights, benefits, and risks as this Agreement as of the Effective Date. If

such good faith negotiations do not result in such an amendment to or replacement of this Agreement within a period of 90 days following the start of such negotiations (or any longer time period to which the Parties may agree), either Party may, effective upon not less than 60 days' prior written notice to the other Party, terminate this Agreement at any time while such Change in Laws or Market Event is continuing, without any penalty or liability of either Party to the other Party; *provided, however*, that in no event will any such termination excuse any obligation to make payments due or becoming due under this Agreement for performance rendered prior to such termination. Unless and until any such termination of this Agreement, each Party shall continue to perform its obligations under this Agreement to the fullest extent not actually prohibited, prevented, or impeded by such Change in Laws or Market Event.

(b) Consistent with Section 14.2(a), nothing in this Agreement shall require either Party to perform any obligations that are prohibited or prevented by a Change in Laws or Market Event. To the extent a Change in Laws or Market Event occurs that directly prohibits, prevents, or materially impedes either Party from performing its obligations under this Agreement and the Parties are unable to follow the procedures set forth in Section 14.2(a), such Change in Laws or Market Event will be treated as an event of Force Majeure and the affected Party will be entitled to relief therefor in accordance with the provisions of Article 13 to the extent and for the period necessary to allow the Parties to complete the process set forth in Section 14.2(a).

(c) A Party that actively petitions for or otherwise requests a Change in Laws or a Market Event shall not be entitled to obtain relief from such Change in Laws or Market Event under this Section 14.2 without the consent of the other Party.

(d) For purposes of this Section 14.2, "materially" means a level of significance that would, as of the Effective Date, have been reasonably likely to have affected any decision of a reasonable person in the applicable Party's position regarding whether or not to enter into this Agreement or consummate the transaction(s) contemplated in this Agreement on the terms and conditions thereof.

Section 14.3. Adverse Governmental Action. Seller represents and warrants that, as of the Effective Date, the Incremental Hydro Resources from which the Hourly Energy Quantities will be supplied are eligible renewable resources under RCW 19.285.030(12)(b). In the event of any Adverse Governmental Action after the Effective Date, Seller will have no obligation to take any action to cause such Incremental Hydro Resources to constitute eligible renewable resources under the Washington RPS, and will have no liability as a result of any failure of such Incremental Hydro Resources to constitute eligible renewable resources under the Washington RPS as a result of such Adverse Governmental Action. Following an Adverse Governmental Action, Seller may continue delivering Hourly Energy Quantities from Incremental Hydro Resources and, in so doing, Seller will be deemed to be in compliance with its obligations under Article 3 of this Agreement, and Buyer shall likewise continue performing its reciprocal obligations. Seller will not have any obligation to supply any additional or supplemental RECs to augment Hourly Energy Quantities or Excess Energy Quantities from Incremental Hydro Resources following any Adverse Governmental Action.

ARTICLE 15 CONFIDENTIALITY OBLIGATIONS

Section 15.1. Confidentiality Obligations.

(a) The Parties agree that, subject to Section 17.1, the Non-Disclosure Agreement dated as of September 5, 2018 between Buyer and Seller (the “NDA”) will govern the exchange of any Confidential Information under this Agreement.

(b) Notwithstanding anything to the contrary in the NDA, (i) after the earlier of the date of an initial press release agreed to pursuant to Section 15.1(c) or six months after the Effective Date, Buyer and Seller are expressly authorized to disclose, including by posting information on publicly available blogs, that (A) Buyer is purchasing Carbon-Free Energy and Environmental Attributes from Seller; (B) this Agreement provides both Parties with long term price certainty; (C) the identity of the Parties; (D) the Contract Term; and (E) the quantity and composition of the Carbon-Free Energy and the Environmental Attributes; *provided, however*, that any such disclosure will exclude any Confidential Information not expressly authorized to be disclosed by this Section 15.1(b), and (ii) Buyer is expressly authorized to provide to PSE the information required by Paragraphs 13(a)(vi) and 19 of the Settlement and Section 4.9.3 of the Special Contract.

(c) Subject to Buyer’s rights to make disclosures pursuant to Section 15.1(b), neither Party will issue any press release, public announcement, or public statement relating to this Agreement or the transactions contemplated by it without the written approval of the other Party, except to the extent required by applicable Law (including, in the case of Seller, to the extent required by the Washington State Public Records Act, Chapter 42.56 RCW, or the Washington State Open Public Meetings Act, Chapter 42.30 RCW).

ARTICLE 16 INSURANCE

Section 16.1. General.

(a) Seller will maintain sufficient insurance coverage to meet obligations created by this Agreement and by applicable Law. Seller’s insurance must include the following coverage to the extent this Agreement creates risks generally covered by these insurance policies:

- (i) Commercial General Liability (occurrence form) including contractual and product liability with limits of at least \$2,000,000 per occurrence;
- (ii) Automobile liability with limits of at least \$2,000,000 per occurrence;
- (iii) Workers’ compensation that satisfies all statutory limits; and
- (iv) Employer’s liability with limits of at least \$500,000 per occurrence.

(b) Seller will name Buyer, its subsidiaries, and their respective directors, officers, and employees as additional insureds in the Commercial General Liability policy, for contractual liability assumed by Seller in Article 9.

Section 16.2. Deductible. Unless agreed to otherwise in writing by the parties, for all lines of coverage listed above in Section 16.1, Seller must maintain a deductible or retention of no more than \$2,000,000 per occurrence or accident throughout the Contract Term.

Section 16.3. Proof of Coverage. Upon request, Seller will provide Buyer with proof of insurance coverage required by this Article 16. If Buyer reasonably determines that Seller's coverage is less than that required to satisfy Seller's obligations under this Agreement, Seller will promptly procure additional coverage and notify Buyer thereof in writing.

ARTICLE 17 TRANSFERS; BINDING EFFECT

Section 17.1. Transfers.

(a) This Agreement is not Transferable by either Party, except as expressly provided herein, without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, the non-Transferring Party will be entitled to withhold consent if it believes, in its sole discretion and in good faith, that the Transfer would materially and adversely impact the benefits or burdens of such Party under this Agreement.

(b) Notwithstanding Section 17.1(a), the following Transfers will not require consent of the non-Transferring Party, and will be effective upon notice from the Transferring Party to the non-Transferring Party:

(i) either Party may pledge, encumber, assign, or otherwise collaterally Transfer this Agreement or the accounts, revenues or proceeds hereof in connection with any financing,

(ii) either Party may Transfer this Agreement to an Affiliate of such Party, *provided* that such Affiliate has a Credit Rating not less than the Required Credit Rating or provides Credit Support, in each case in a form and in an amount reasonably acceptable to the non-Transferring Party, and such Affiliate has the requisite capabilities and experience to perform the Transferring Party's obligations under this Agreement; or

(iii) either Party may Transfer this Agreement to any Person succeeding to all or substantially all of the assets of such Party, *provided* that such Person has a Credit Rating not less than the Required Credit Rating or provides Credit Support, in each case in a form and in an amount reasonably acceptable to the non-Transferring Party, and such Person has the requisite capabilities and experience to perform the Transferring Party's obligations under this Agreement.

(c) In the event of any Transfer under this Section 17.1, the transferee will agree in writing to be bound by the terms and conditions of this Agreement (including Credit Support requirements and agreements) and will be required to enter into a non-disclosure agreement with the non-Transferring Party in place of the NDA (any such replacement non-disclosure agreement, a "Replacement NDA"). In no event will the Transferring Party be released from its obligations under this Agreement without the prior written consent of the other Party in its sole discretion.

Any Party Transferring this Agreement without the prior written approval of the other Party as permitted by Section 17.1(b) will provide notice of such Transfer to the other Party promptly following such Transfer.

(d) Notwithstanding anything else to the contrary in this Section 17.1 and absent the prior written consent of Buyer in its reasonable discretion based on its competitive interests and public image, Seller may not Transfer this Agreement (including indirectly through Transfer of any ownership interest in Seller) to any person or entity if the primary business of such person or entity, or any Affiliate of such person or entity, is in direct competition with any of the primary businesses of Buyer and its Affiliates as of the Effective Date.

(e) Upon a Transfer permitted pursuant to this Section 17.1, (i) the NDA will survive in accordance with its terms to govern obligations as between Seller and Buyer and (ii) all references to the “NDA” in this Agreement will be deemed references to the Replacement NDA.

(f) Any Transfer made in violation of this Section 17.1, including any indirect Transfer in violation of the provisions of Section 17.1(d), is voidable by such non-Transferring Party.

Section 17.2. Seller’s Right to Subcontract. Notwithstanding any limitations in Section 17.1, Seller has the right to subcontract with appropriate Persons possessing the requisite experience, skills, and qualifications to assist in the performance of Seller’s obligations under this Agreement. Any act that this Agreement requires or permits Seller to perform will be deemed to have been performed by Seller if such act is performed by any subcontractor of Seller. Seller will notify Buyer of any subcontractors performing any responsibilities of Seller or otherwise acting on Seller’s behalf under or in connection with this Agreement. Seller will be responsible for the compliance of each Seller subcontractor with the terms and conditions of this Agreement in connection with any such responsibilities or other actions. Seller will at all times be responsible for the acts and errors or omissions of any Seller subcontractor or other Persons directly or indirectly employed by Seller and Seller will not be relieved of any of its obligations, responsibilities or liabilities under this Agreement by reason of any subcontract. Nothing contained in this Agreement will constitute or create any contractual relationship between any third party and Buyer or impose any obligation on Buyer to pay, or to be responsible for the payment of, any sums due to any third parties, including any Seller subcontractors, nor do any Seller subcontracts or other agreements that may be entered into by Seller from time to time in performance of its obligations under this Agreement make any Seller subcontractor or other Person a third party beneficiary of this Agreement.

Section 17.3. Binding Effect. Subject to the restrictions set forth in Section 17.1, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

ARTICLE 18 NOTICES

Section 18.1. Notices.

(a) All notices or demands that either Party may give to the other under or in connection with this Agreement will be required to be in writing and will be delivered by express courier mail

or by email. Notice sent by express courier mail will be deemed received on the date noted as delivered on the receipt. Notice sent by email will be effective on the Business Day when received if received during normal business hours on a Business Day at the location to which the notice is sent, and if received after normal business hours, will be deemed received on the next Business Day. A Party may change its address by providing notice of same in accordance with this Article 18.

(b) Communications to Seller and to Buyer will in each case be sent to the representatives at the addresses specified in Exhibit D.

(c) Notwithstanding the foregoing, invoices (and adjustments thereof) submitted by Seller in the ordinary course will be delivered to Buyer in accordance with Section 7.1 or such other email address as Buyer notifies Seller in accordance with this Article 18. Invoices submitted will be deemed received on the date actually received by Buyer if received during normal business hours on a Business Day, and if received after normal business hours, will be deemed received on the next Business Day.

ARTICLE 19 MISCELLANEOUS

Section 19.1. Rates and Terms Binding; FERC Standard of Review.

(a) Absent agreement of both Parties to the proposed change, the standard of review for changes to any section or any other provision of this Agreement (other than changes to market-based rate tariffs that do not have any application to or effect on this Agreement), whether proposed by a Party (to the extent that any waiver in Section 19.1(b) is unenforceable or ineffective as to such Party), a non-party or FERC acting *sua sponte*, shall be solely the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Utility District No. 1 of Snohomish County*, 554 U.S. 527 (2008), and *NRG Power Marketing, LLC v. Maine Public Utilities Commission*, 558 U.S. 165 (2010) (the “Mobile-Sierra” doctrine).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable Law, neither Party will unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes that may occur in applicable Law or market conditions. In the event that applicable Law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this Section 19.1(b) will not apply, *provided* that, consistent with Section 19.1(a), such change may be made only if

the person seeking the change demonstrates that such change is required by the “public interest” as set forth in Section 19.1(a).

Section 19.2. Entire Agreement; Amendments. This Agreement and the exhibits hereto, and any Letters of Credit or other Credit Support issued by or on behalf of the Parties and the NDA, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and such exhibits. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. Except for any matters which, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, no amendment, modification or change herein will be enforceable unless reduced to writing and executed by both Parties.

Section 19.3. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER WILL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

(b) WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS AGREEMENT (“PROCEEDINGS”), EACH PARTY IRREVOCABLY: (I) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON AND THE UNITED STATES DISTRICT COURTS LOCATED IN THE STATE OF WASHINGTON (AND ALL APPLICABLE COURTS OF APPEAL THEREFROM); AND (II) WAIVES ANY OBJECTION THAT SUCH PARTY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDINGS BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDINGS, THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY. NOTHING IN THIS AGREEMENT PRECLUDES EITHER PARTY FROM BRINGING PROCEEDINGS IN ANY OTHER JURISDICTION IN ORDER TO ENFORCE ANY JUDGMENT OBTAINED IN ANY PROCEEDINGS REFERRED TO IN THE PRECEDING SENTENCE, NOR WILL THE BRINGING OF SUCH ENFORCEMENT PROCEEDINGS IN ANY JURISDICTION PRECLUDE THE BRINGING OF ENFORCEMENT PROCEEDINGS IN ANY OTHER JURISDICTION.

(c) EACH PARTY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING HEREINTO. EACH PARTY HEREBY WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT OR ANY OTHER AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION WITH THIS AGREEMENT, OR ANY MATTER ARISING HEREUNDER OR THEREUNDER, IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED.

Section 19.4. Attorneys' Fees. Subject to Section 9.3, in the event of any litigation between the Parties relating to this Agreement or the subject matter hereof, the prevailing Party will be entitled to recover its reasonable attorneys' fees and expenses and costs of litigation, in addition to any other relief granted or awarded.

Section 19.5. Non-Waiver. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions hereof, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

Section 19.6. Severability. Except as otherwise provided in this Agreement, any provision or article declared or rendered unlawful by a Governmental Authority with jurisdiction over the Parties or this Agreement, or deemed unlawful because of a Change in Laws, will not otherwise affect the lawful obligations that arise under this Agreement provided that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

Section 19.7. Headings. The headings used for the sections and articles herein are for convenience and reference purposes only and will in no way affect the meaning or interpretation of the provisions of this Agreement.

Section 19.8. No Third Party Beneficiaries. Except in the case of any Person that is an Indemnitee entitled to indemnification by a Party pursuant to Article 9, nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement will not be construed as a third party beneficiary contract except as provided in Article 9.

Section 19.9. Relationship of the Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or other relationship that may invoke fiduciary obligations between the Parties.

Section 19.10. Counterparts; Execution by Facsimile. This Agreement may be executed in any number of counterparts, each of which will be an original and all of which, when taken together, will constitute one agreement, and this Agreement will become effective upon receipt of a counterpart hereof from each of the Parties. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart of this Agreement.

Section 19.11. Forward Contract; Forward Agreement. The Parties acknowledge and intend that this Agreement, the transactions contemplated hereby, and any instruments that may be provided

by either Party hereunder will each, and together, constitute one and the same “forward contract” and “forward agreement” within the meaning of the Bankruptcy Code, that Buyer and Seller are “forward contract merchants” and “swap participants” within the meaning of the Bankruptcy Code, that all payments made or to be made by one Party to the other Party pursuant to this Agreement constitute “settlement payments” within the meaning of the Bankruptcy Code, that all transfers of Credit Support by one Party to the other Party under this Agreement constitute “margin payments” within the meaning of the Bankruptcy Code, and that this Agreement constitutes a “master netting agreement” within the meaning of the Bankruptcy Code. Each Party agrees that it will not make any assertion or claim, in any dispute or otherwise, or otherwise take any position to the effect that this Agreement, the transactions contemplated hereby, and any instrument(s) that may be provided by either Party hereunder do not each, and together, constitute one and the same “forward contract” and “forward agreement” within the meaning of the Bankruptcy Code, or that Buyer and Seller are not “forward contract merchants” and “swap participants” within the meaning of the Bankruptcy Code.

Section 19.12. Dodd-Frank Act Treatment.

(a) The Parties agree that all transactions entered between them under this Agreement will either be a forward contract within the meaning of the CEA and the regulations of the CFTC or qualify for the commodity trade option exemption under CFTC Regulation §32.3.

(b) As of the date that any transaction is entered into between the Parties under this Agreement:

(i) each Party represents and warrants to the other Party that the representing and warranting Party is a commercial market participant with respect to the specified commodity;

(ii) each Party represents and warrants to the other Party that the representing and warranting Party intends to (x) make or (y) take physical delivery of the specified nonfinancial commodity; and

(iii) to the extent a transaction has volumetric optionality, the Party that is the holder of such optionality represents and warrants to the other Party that (a) such optionality is primarily intended to address physical factors (such as weather, environmental factors, customer demand, available production, transport, shipping, operational constraints, or other physical factors) or regulatory requirements that reasonably influence demand for, or the supply of, the specified nonfinancial commodity; and (b) such optionality is not primarily intended to address price risk.

(c) As of the date that any transaction is entered into between the Parties under this Agreement, to the extent that such transaction is, or is deemed to be, a commodity option:

(i) the Party that is the seller of the option represents and warrants to the buyer of the option that in connection with the transaction, the seller of the option is either (a) an eligible contract participant as defined in Section 1a(18) of the CEA and the regulations of the CFTC, or (b) a producer, processor, commercial user of or a merchant handling the

commodity that is the subject of the transaction, or the products or byproducts thereof, and is offering or entering into the transaction solely for purposes related to its business as such;

(ii) the Party that is the buyer of the option represents and warrants to the seller of the option that in connection with the transaction the buyer of the option is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of the transaction or the products or byproducts thereof and is offering or entering into the transaction solely for purposes related to its business as such; and

(iii) each Party represents to the other Party that the option, if exercised, would result in the sale of an exempt commodity for immediate or deferred delivery.

Section 19.13. Utility Disclaimer. Each Party agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in 11 U.S.C. Section 366, and each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding in which such Party is a debtor. Each Party further waives the right to assert in any such proceeding that the other Party is a provider of last resort.

Section 19.14. Telephone Recordings. The Parties intend that telephonic communications between the Parties may be employed as a matter of normal course in the administration of the provisions of this Agreement (and in particular under Article 3 and Article 4 of this Agreement). Each Party agrees that it will not contest or assert any defense (except a defense that the tapes or other recording device has been actively tampered with) to the validity or enforceability of such telephonic communications under Laws relating to whether certain agreements are to be in writing or signed by the Party to be thereby bound or the authority of any employee of such Party to make such communication. Each Party consents to the recording of its representatives’ telephone conversations without any further notice. All recordings or electronic communications may be introduced into evidence to prove oral agreements between the Parties, subsequent to the execution of this Agreement, with respect to matters arising under Article 3 and Article 4. The provisions of this section will not under any circumstances apply to any amendment of this Agreement, which will be in writing and signed by both Parties.

Section 19.15. Protocols. To the extent there are any operational matters that arise but are not specifically provided for herein or require clarification of the provisions of this Agreement, the Parties may agree to written interpretations or protocols to address any such matters and, once executed by each of the Parties, such interpretations or protocols will form part of this Agreement.

Section 19.16. Imaged Agreement. Any original executed copy of this Agreement or any other related document may be photocopied and stored on computer tapes and disks (“Imaged Agreement”). If an Imaged Agreement is introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, it will be considered as admissible evidence. Neither Party will object to the admissibility of the Imaged Agreement on the basis that such was not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.

Section 19.17. Winding Up Arrangements. Upon expiration or termination of this Agreement, any monies, penalties or other charges due and owing by either Party to the other will be paid within 90 days after such expiration or termination unless otherwise provided herein.

Section 19.18. Market Disruption Event/Replacement Index.

(a) Market Disruption. If a Market Disruption Event occurs on any one or more days during a Determination Period (each day, a “Disrupted Day”), then:

(i) the Parties will endeavor, in good faith and using commercially reasonable efforts, to agree on a Floating Price in substitution for the Index Price, taking into consideration, without limitation, guidance, protocols or other recommendations or conventions issued or employed by trade organizations or industry groups in response to the Market Disruption Event and other prices published by ICE or alternative Price Sources with respect to the Mid-Columbia trading hub or comparable delivery points that may permit the Parties to derive a substitute Floating Price based on historical differentials.

(ii) If ICE retrospectively issues or publishes the Index Price in respect of a Disrupted Day (a “Delayed Index Price”) before the parties agree on a substitute Floating Price for such day, then the Delayed Index Price shall be the Index Price for such Disrupted Day. If a Delayed Index Price is issued by ICE in respect of a Disrupted Day after the Parties agree on a substitute Floating Price for such day, the substitute Floating Price agreed upon by the Parties will remain the Index Price without adjustment unless the Parties expressly agree otherwise.

(iii) If the Parties cannot agree on a substitute Floating Price and ICE does not retrospectively publish or announce a Delayed Index Price, in each case, on or before the fifth (5th) Business Day following the first Trading Day on which the Market Disruption Event first occurred or existed, then the Index Price for each Disrupted Day shall be determined by taking the arithmetic mean of quotations requested from four leading dealers in the relevant market that are not Affiliated with either Party and mutually agreed upon by the Parties (“Specified Dealers”), without regard to the quotations with the highest and lowest values, subject to the following qualifications:

(1) If exactly three quotations are obtained, the Index Price for each such Disrupted Day will be the quotation that remains after disregarding the quotations having the highest and lowest values.

(2) If fewer than three quotations are obtained, the Index Price for each such Disrupted Day will be the average of the quotations obtained.

(3) If the Parties cannot agree upon four Specified Dealers, then each of the Parties will, acting in good faith and in a commercially reasonable manner, select up to two Specified Dealers separately, and those selected dealers shall be the Specified Dealers.

(iv) Unless otherwise agreed, if at any time the Parties agree on a substitute Floating Price for any Disrupted Day, then such substitute Floating Price shall be the Index

Price for such Disrupted Day, notwithstanding the subsequent publication or announcement of a Delayed Index Price by ICE or any quotations obtained from Specified Dealers.

(v) Notwithstanding any other provision of this Section 19.18, if ICE permanently ceases to report any of the ICE Indices, or if the methodology used to determine any of such reported indices is materially modified or changed, Seller and Buyer will select a mutually agreeable permanent replacement, reported by a reputable third party, that reflects actual same time of day transactions at the Mid-Columbia trading hub, and such permanent replacement shall be the Index Price and this Section 19.18 shall apply thereto, *mutatis mutandis*.

(b) Definitions. For the purposes of this Section 19.18, the following terms shall have the following meanings:

(i) “Determination Period” means each calendar month a part or all of which is within the Delivery Term.

(ii) “Floating Price” means a price that is based upon a Price Source.

(iii) “Market Disruption Event” means, with respect to the ICE Index, any of the following events:

(1) the failure of ICE to announce, publish or make available the ICE Index or information necessary for determining the ICE Index for a particular day;

(2) the failure of trading to commence on a particular day or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on ICE used to determine the ICE Index;

(3) the temporary or permanent discontinuance or unavailability of the ICE Index;

(4) the temporary or permanent closing of ICE; or

(5) a material change in the formula for or the method of determining the ICE Index by ICE or a material change in the composition of the applicable underlying commodity.

(iv) “Price Source” means a publication or such other origin of reference, including an exchange, containing or reporting or making generally available to market participants (including by electronic means) a price, or prices or information from which a price is determined.

(v) “Trading Day” means a day in respect of which the relevant Price Source ordinarily would announce, publish or make available the Floating Price.

(c) Corrections to Published Prices. If the Index Price or substitute Floating Price published, announced or made available on a given day and used or to be used to determine a relevant price is subsequently corrected by ICE or the relevant Price Source within 30 days of the original publication, announcement or availability, then either Party may notify the other Party of that correction and the amount (if any) that is payable as a result of that correction. If, not later than thirty (30) days after publication or announcement of that correction, a Party gives notice that an amount is so payable, the Party that originally either received or retained such amount will, not later than three (3) Business Days after such notice is effective, pay, subject to any applicable conditions precedent, to the other Party that amount, together with interest at the Interest Rate for the period from and including the day on which payment originally was (or was not) made to but excluding the day of payment of the refund or payment resulting from that correction. Notwithstanding the foregoing, corrections shall not be made to the Index Price or any substitute Floating Prices agreed upon by the Parties or determined based on quotations from Specified Dealers pursuant to paragraph (a) above unless the Parties expressly agree otherwise.

(d) Rounding. When calculating the Index Price or a substitute Floating Price, all numbers shall be rounded to four (4) decimal places. If the fifth (5th) decimal number is five (5) or greater, then the fourth (4th) decimal number shall be increased by one (1), and if the fifth (5th) decimal number is less than five (5), then the fourth (4th) decimal number shall remain unchanged.

Section 19.19. Compliance with Buyer Policies and Procedures. The Parties will comply with the following policies and procedures:

(a) Supplier Guidelines. If any employee or other representative of Seller performs any services hereunder while physically present at a Location or devotes 50% or more of such individual's time and efforts to performing services hereunder, Seller will, to the extent not otherwise expressly addressed in this Agreement, comply with the most current Buyer Supplier Guidelines. The most current version of the Supplier Guidelines is available at <http://www.microsoft.com/about/companyinformation/procurement/process/en/us/contracting.aspx>. Buyer acknowledges that, as of the Effective Date, no employee or other representative of Seller is expected to perform any services hereunder while physically present at a Location or to devote 50% or more of such individual's time and efforts to performing services hereunder.

(b) Codes of Conduct. Buyer will comply with its obligations under the most current Standards of Business Conduct. The most current version of the Standards of Business Conduct is available at <https://www.microsoft.com/en-us/legal/compliance/sbc/default.aspx>. Seller will comply with its obligations under the most current Supplier Code of Conduct. The most current version of the Supplier Code of Conduct is available at <http://www.microsoft.com/about/companyinformation/procurement/process/en/us/contracting.aspx>. Buyer acknowledges that Seller is a municipal corporation of the state of Washington, responsible for compliance with federal and state Laws, and committed to local control. The Supplier Code of Conduct will only apply to Seller's production, sale, and delivery of Carbon Free Resources under this Agreement.

(c) Applicability of Washington State Public Records Act to Audits or Investigations of Buyer Compliance with Supplier Code of Conduct. Buyer will conduct any audit or investigation

it performs pursuant to the Supplier Code of Conduct through a request for public records pursuant to the Washington State Public Records Act, Chapter 42.56 RCW.

(d) Procedures for Addressing Claims of Seller Noncompliance with Supplier Code of Conduct. Buyer is responsible for identifying, and providing notice to Seller of, potential instances of Seller noncompliance with the Supplier Code of Conduct; *provided, however*, that any failure on the part of Buyer to identify and provide notice of any such noncompliance will not relieve Seller from any otherwise applicable obligation to comply with the Supplier Code of Conduct. If Buyer provides any such notice, Buyer must identify the compliance standards it applies, which must be consistent with and be applied in a manner comparable to the Code of Conduct compliance standards that Buyer applies to itself. Buyer and Seller will cooperate to investigate any such notice of noncompliance, share findings, and seek a remedy if applicable. If there is no mutually satisfactory resolution within one year after Buyer provides notice of a potential instance of Seller noncompliance with the Supplier Code of Conduct, either Party may, effective upon not less than 365 days' prior written notice to the other Party, terminate this Agreement at any time without any penalty or liability of either Party to the other Party; *provided, however*, that in no event will any such termination excuse any obligation to make payments due or becoming due under this Agreement for performance rendered prior to such termination; and *provided, further*, that if Seller is the Party that provided any such notice of termination, Buyer may, at any time prior to the expiration of such 365 day period, notify Seller that Buyer will not require compliance by Seller with such conflicting policy or procedure of Buyer, in which event Seller's termination notice will be deemed to be null and void and without any force or effect.

(e) Seller Personnel Actions and Human Resources Practices. Seller may take or refrain from any personnel action or implement any human resources practice that complies with applicable Law and Seller's policies and procedures.

(f) Security Requirements. The Parties will employ reasonable security procedures to prevent disclosure of Confidential Information to unauthorized third parties. Such security procedures must include risk assessment and controls for (i) system access, (ii) system and application development and maintenance, (iii) change management, (iv) asset classification and control, (v) incident response and physical and environmental security, and (vi) disaster recovery/business continuity, and employee training.

(g) Buyer Accessibility Standards. If Seller uses any Seller website, web-based application, portal, or online content to provide Buyer with services created specifically for Buyer, Seller agrees that such website, application, or content will comply with Web Content Accessibility Guidelines 2.0 Level A and AA Success Criteria ("WCAG 2.0 AA"). WCAG 2.0, also codified as ISO/IEC 40500:2012, at <http://www.w3.org/TR/WCAG20/>; an overview of WCAG is available at <http://www.w3.org/WAI/intro/wcag>. Buyer acknowledges and agrees that as of the Effective Date this Agreement does not require Seller to create a website deliverable for Buyer.

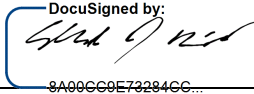
(h) Other Policies and Procedures. Subject to the provisions of Section 19.19(i), Seller will comply with all other policies, procedures or applicable training requirements provided by Buyer during the Contract Term.

(i) Impact of Policies on Seller. Buyer may change its policies and procedures during the Contract Term. Unless otherwise agreed in writing, any such changes will be effective 30 days after notification to Seller of such changes; *provided, however*, that if Seller determines that any new policies or procedures, or any changes to existing policies or procedures, will have a material adverse impact on services or costs or charges under this Agreement, or will otherwise have a material adverse impact, or if Seller otherwise determines that it is unable or unwilling to comply, Seller will inform Buyer promptly, and the application of any such new policies or procedures, or changes to existing policies or procedures, to Seller will be suspended for a period of up to 180 days while the Parties discuss how to mitigate the impact of such new policies or procedures, or such changes to existing policies or procedures, in order to enable compliance. If, after such discussion, the Parties cannot agree on mitigation, and Seller determines that any such new policy or procedure, or any such change to an existing policy or procedure, conflicts directly with any written policy of Seller, Seller may, effective upon not less than 365 days' prior written notice to Buyer, terminate this Agreement at any time without any penalty or liability of either Party to the other Party; *provided, however*, that in no event will any such termination excuse any obligation to make payments due or becoming due under this Agreement for performance rendered prior to such termination; and *provided, further*, that Buyer may, at any time prior to the expiration of such 365 day period, notify Seller that Buyer will not require compliance by Seller with such conflicting policy or procedure of Buyer, in which event Seller's termination notice will be deemed to be null and void and without any force or effect.

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative, effective as of the Effective Date. Subject to Section 2.1, this Agreement will not become effective as to either Party unless and until executed by both Parties.

**PUBLIC UTILITY DISTRICT NO. 1 OF
CHELAN COUNTY, WASHINGTON**

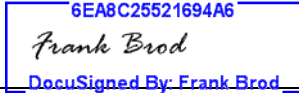
By:  _____

Title: General Manager

Date: 2/22/2019

MICROSOFT CORPORATION

DS
RT

By:  _____

Title: CVP Finance and Administration

Date: 2/25/2019

EXHIBIT A
to
Amended and Restated Carbon-Free Energy Purchase Agreement

DEFINED TERMS

As used in this Agreement, the following terms when appearing in initial capital letters will have the respective meanings set forth below. The singular of any definition will include the plural and the plural will include the singular.

“ACS” means an asset-controlling supplier approved and registered by CARB under CARB’s Regulation for Mandatory Reporting of Greenhouse Gas Emissions (MRR), 17 CCR §§ 95100-95158.

“Adverse Governmental Action” means (a) the issuance by any Governmental Authority having jurisdiction of a final, non-appealable order eliminating or discontinuing qualification of the Incremental Hydro Resources as eligible renewable resources under RCW 19.285.030(12)(b) or (b) the occurrence of any material adverse change (including promulgation, enactment, repeal, or amendment by any Governmental Authority) in the application of the Washington RPS, which change eliminates or discontinues the qualification of the Incremental Hydro Resources as eligible renewable resources under the Washington RPS.

“Affiliate” means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person.

“Aggregate Hourly Load Forecast” means, with respect to any Contract Hour, the sum of the Hourly Load Forecasts for all Delivery Points for such Contract Hour.

“Aggregate Off-Peak Allocated Energy Quantity” means, for any hour, the sum of the Off-Peak Allocated Energy Quantities for all Delivery Points for such hour.

“Aggregate On-Peak Allocated Energy Quantity” means, for any hour, the sum of the On-Peak Allocated Energy Quantities for all Delivery Points for such hour.

“Agreement” has the meaning set forth in the first paragraph hereof.

“Allocated Load” means, with respect to any Delivery Point and any Contract Hour, the sum of the Loads for such Contract Hour for all Locations allocated by PSE to be served by energy delivered to such Delivery Point pursuant to this Agreement, as specified in Exhibit E.

“Ancillary Services” means “Ancillary Services,” as defined in the applicable Transmission Provider’s OATT, and includes the following services associated with the Transmission Service arranged by Seller to enable the transmission of the Hourly Energy Quantities to the Transmission Point(s) of Receipt and from the Transmission Point(s) of Receipt to the Delivery Points (capitalized terms not otherwise defined herein have the usage or meanings ascribed thereto in the applicable Transmission Provider’s OATT):

- (i) Scheduling, System Control and Dispatch Service
- (ii) Reactive Supply and Voltage Control Service
- (iii) Regulation and Frequency Response Service
- (iv) Operating Reserve – Spinning
- (v) Operating Reserve – Supplemental
- (vi) Energy Imbalance Service

“Ancillary Services Charges” means, for any month, the amounts, in Dollars, equal to the actual charges incurred for such month under the applicable OATT for Ancillary Services required for the delivery of the Hourly Energy Quantity to the Delivery Points.

“Annual Energy Quantity” means, for any Contract Year, the sum of the Monthly Energy Quantities for all months during such Contract Year.

“Annual Minimum Quantity” means (a) for the first Contract Year in the Delivery Term, the product of (i) 0.95 and (ii) the sum of the Monthly Minimum Quantities for all months during such Contract Year, (b) for the second Contract Year in the Delivery Term, the product of (i) 0.90 and (ii) the sum of the Monthly Minimum Quantities for all months during such Contract Year, (c) for the third Contract Year in the Delivery Term, the product of (i) 0.85 and (ii) the sum of the Monthly Minimum Quantities for all months during such Contract Year, (d) for the fourth Contract Year in the Delivery Term, the product of (i) 0.80 and (ii) the sum of the Monthly Minimum Quantities for all months during such Contract Year, and (e) for the fifth Contract Year in the Delivery Term, the product of (i) 0.75 and (ii) the sum of the Monthly Minimum Quantities for all months during such Contract Year.

“Average Environmental Attribute Value” means, with respect to any Environmental Attribute that Seller fails to transfer to Buyer, the fair market price (expressed in \$/MWh) of replacement Environmental Attributes of the same vintage and quality as the Environmental Attributes that Seller failed to transfer to Buyer and in lots of approximately the same quantity as the aggregate number of Environmental Attributes that Seller failed to transfer to Buyer, determined by averaging the price quotes from two independent third party brokerage services, one to be reasonably selected by Buyer and one to be reasonably selected by Seller.

“Balancing Authority” means a “Balancing Authority” as defined in NERC’s Glossary of Terms, and having the duties and obligations of a Balancing Authority as set forth in NERC’s Reliability Standards.

“Balancing Authority Area” means “Balancing Authority Area” as defined in NERC’s Glossary of Terms.

“Bankrupt” means, with respect to a Party or other entity, that such Party or other entity: (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its

debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, which proceeding or petition is not dismissed, stayed or vacated within 90 days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency Law or other similar Law affecting creditors' rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable Laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Bankruptcy Code” means Title 11 of the United States Code.

“BPA” means Bonneville Power Administration.

“Business Day” means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day will open at 8:00 a.m. and close at 5:00 p.m. PPT.

“Buyer” has the meaning set forth in the first paragraph to this Agreement.

“Buyer Credit Support” means Credit Support, in the form of a Letter of Credit in an amount limited to a reasonable estimate of the damages to Seller (consistent with Section 12.5 of this Agreement) if Buyer were to fail to perform its obligations, to secure Buyer's obligations under this Agreement.

“Buyer WREGIS Account” has the meaning set forth in Section 5.2(a).

“Buyer's Cost to Cover” means the positive difference, if any, obtained by subtracting (a) the Contract Price for the Carbon-Free Energy and associated Environmental Attributes not delivered by Seller from (b) either (i) the sum of (A) the Imbalance Energy price charged by PSE under the Special Contract for the Hourly Energy Quantity (or portion thereof) not delivered by Seller and (B) the reasonable and verifiable costs incurred by Buyer to purchase Environmental Attributes necessary to replace the Environmental Attributes not delivered by Seller (including any additional reasonable transaction costs, including those related to transmission and Scheduling, associated with such purchase), or (ii) in the event that Buyer determines, in its sole discretion, to purchase Carbon-Free Energy and Environmental Attributes from a supplier other than PSE, the reasonable and verifiable costs incurred by Buyer to purchase Carbon-Free Energy and Environmental Attributes necessary to replace the Carbon-Free Energy and associated Environmental Attributes not delivered by Seller (including any additional reasonable transaction costs, including those related to transmission and Scheduling, associated with such purchase), in either case for each MW of the Hourly Energy Quantity in the applicable hour that Seller failed to Schedule or deliver.

“CARB” means the California Air Resources Board.

“Carbon-Free Energy” means three-phase, 60-cycle alternating current electric energy, expressed in megawatt-hours, produced by any Carbon-Free Resource or any Eligible Renewable Resource.

“Carbon-Free Resource” means a generating resource that does not use any Fossil Fuel as fuel for purposes of generating electricity.

“Cash” means Credit Support in the form of Dollars held in a Collateral Account pursuant to a controlled account agreement in a form and substance reasonably acceptable to Buyer and Seller.

“CEA” means the Commodities Exchange Act.

“CFTC” means the Commodity Futures Trading Commission.

“Change in Laws” means any addition, amendment, decision, ruling, order, or binding interpretation to or regarding any Laws, by or of a Governmental Authority having jurisdiction or authority, that is enacted, issued, or becomes legally effective after the Effective Date, but excludes any Adverse Governmental Action.

“Claiming Party” has the meaning set forth in Section 13.3.

“Claims” means any and all claims, demands, suits, obligations, payments, losses, liabilities, fines, penalties, sanctions, Taxes, judgments, damages, costs and expenses, including reasonable attorneys’ fees and expenses, (i) for the purposes of Section 9.2, made or imposed by a third party upon an Indemnatee or incurred in connection with a claim or action by a third party against an Indemnatee for infringement of intellectual property rights, personal injury, death, or damage to real property or personal property of any third party or (ii) for the purposes of Section 9.3, imposed upon or incurred by Seller or any Seller Indemnatee (and to the extent not caused by, resulting from, or arising out of the negligence, willful misconduct, or fraud of Seller or such Indemnatee or breach of this Agreement by Seller) in the circumstances described in Section 9.3.

“Collateral Account” means a segregated, safekeeping or custody account at a Washington State Qualified Public Depository having in either case, (i) assets of at least USD \$1 billion and (ii) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least A- from S&P (in the event that such bank has a Credit Rating from S&P) and “A3” from Moody’s (in the event that such bank has a Credit Rating from Moody’s) with the title of the account indicating that the property contained therein is being held as Cash for the benefit of the Credit Support Beneficiary.

“Confidential Information” means “Confidential Information”, as defined in the NDA, the contents of this Agreement and all oral and written information exchanged between the Parties with respect to all subject matters related to this Agreement, including the Contract Price. The following information does not constitute Confidential Information for purposes of this Agreement: (i) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (ii) information that was

already known by either Party on a non-confidential basis prior to this Agreement; and (iii) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if such source was not subject to any prohibition against disclosing the information to such Party.

“Contract Hour” means any hour from HE 01:00 through HE 24:00 PPT, all days of the week, during the Delivery Term.

“Contract Price” has the meaning set forth in Section 3.3(a).

“Contract Term” means the term of this Agreement as set forth in Section 2.3.

“Contract Year” means, as applicable, (i) the period from the Delivery Commencement Date through March 31, 2020, inclusive, (ii) the period from April 1, 2020, through March 31, 2021, inclusive, (iii) the period from April 1, 2021, through March 31, 2022, inclusive, (iv) the period from April 1, 2022, through March 31, 2023, inclusive, and (v) the period from April 1, 2023, through March 31, 2024, inclusive.

“Control” means the possession, directly or indirectly through one or more intermediaries, of the following: (a) in the case of a corporation, more than 50 percent of the outstanding voting securities thereof; (b) in the case of a limited liability company, partnership, limited partnership or joint venture, the right to more than 50 percent of the distributions therefrom (including liquidating distributions); (c) in the case of a trust or estate, more than 50 percent of the beneficial interest therein; (d) in the case of any other entity, more than 50 percent of the economic or beneficial interest therein; or (e) in the case of any entity, the power or authority, through the ownership of voting securities, by contract or otherwise, to direct the management, activities or policies of the entity.

“Costs” has the meaning set forth in Section 12.5(b).

“Credit Rating” means (i) with respect to any entity other than a financial institution, the current (A) rating issued or maintained by S&P or Moody’s with respect to such entity’s long-term senior, unsecured, unsubordinated debt obligations (not supported by insurance provider or other third-party credit enhancements) or (B) corporate credit rating or long-term issuer rating issued or maintained with respect to such entity by S&P or Moody’s, or (ii) if such entity is a financial institution, the ratings issued or maintained by S&P or Moody’s with respect to such entity’s long-term, unsecured, unsubordinated deposits.

“Credit Support” means any Letter of Credit provided to the Credit Support Beneficiary by the Credit Support Provider.

“Credit Support Beneficiary” is defined in Section 8.3.

“Credit Support Provider” is defined in Section 8.3.

“Defaulting Party” has the meaning set forth in Section 12.1.

“Delayed Index Price” has the meaning set forth in Section 19.18(a)(ii).

“Delivery Commencement Date” means the latter of (i) April 1, 2019, if the conditions precedent set forth in Section 2.1 have been satisfied or waived before then, or (ii) any subsequent date, as determined in accordance with the provisions of Section 2.1, following satisfaction or waiver of the conditions precedent set forth in Section 2.1.

“Delivery Point” means any of the following PSE substations, each of which is a point of interconnection between the PSE Transmission System and the Distribution System:

- (a) Ardmore Substation,
- (b) Bridle Trails Substation,
- (c) Center Substation,
- (d) Evergreen Substation,
- (e) Kenilworth Substation,
- (f) North Bellevue Substation, and
- (g) Spiritbrook Substation.

“Delivery Term” means the term for the purchase and sale of Carbon-Free Energy and associated Environmental Attributes, as set forth in Section 2.4.

“Determination Period” has the meaning set forth in Section 19.18(b)(i).

“Disrupted Day” has the meaning set forth in Section 19.18(a).

“Distribution Point(s) of Delivery” means the location or locations at Microsoft’s Location(s) where PSE’s circuit and Microsoft’s electrical system are interconnected.

“Distribution System” means facilities operated or controlled by PSE for the purpose of delivering electric energy that are subject to the jurisdiction of the WUTC.

“Dodd-Frank Act” means the Dodd–Frank Wall Street Reform and Consumer Protection Act.

“Early Termination Date” has the meaning set forth in Section 12.3(a).

“Effective Date” has the meaning set forth in the first paragraph to this Agreement.

“Eligible Renewable Resource” means an eligible renewable resource as defined by RCW 19.285.030 as of the Effective Date (subject to Section 14.3).

“Environmental Attribute Damages” is defined in Section 5.3.

“Environmental Attribute Transfer Deadline” means, with respect to any Contract Year during the Delivery Term, the date that is 10 days after the end of the first quarter of the immediately following Contract Year.

“Environmental Attributes” mean, other than the Hourly Energy Quantity, (i) any other emissions, air quality, or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to, or associated with the generation of electric energy by a Carbon-Free Resource or Eligible Renewable Resource, which attribute is capable of being measured, verified, or calculated and (ii) the reporting rights related to such Environmental Attributes, including the right of a party to report the ownership of accumulated Environmental Attributes in compliance with federal or state Law, if applicable, and to a federal or state Governmental Authority or any other party, and include any present or future federal, state, or local Law or bill, and international or foreign emissions trading program. Environmental Attributes include carbon credits, portfolio credits, renewable energy credits, or certificates (including RECs), emissions reduction credits, emissions allowances, green tags, tradable renewable credits, and Green-e® products credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of energy and the delivery of energy, and include, without limitation, any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early actions” with a view thereto, or Laws involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use or production of electricity from such Carbon-Free Resource or Eligible Renewable Resource. Environmental Attributes include any other environmental credits or benefits recognized in the future and attributable to any Carbon-Free Resource or Eligible Renewable Resource during the Contract Term. Environmental Attributes do not include federal, state, and local tax credits, grants, or other tax incentives associated with the construction, ownership, or production of electricity from any Carbon-Free Resource or Eligible Renewable Resource.

“Event of Default” has the meaning set forth in Section 12.1.

“Excess Energy Quantity” has the meaning set forth in Section 3.2.

“FERC” means the Federal Energy Regulatory Commission.

“Floating Price” has the meaning set forth in Section 19.18(b)(ii).

“Force Majeure” has the meaning set forth in Section 13.1.

“Fossil Fuel” means natural gas, petroleum, coal, or any form of solid, liquid, or gaseous fuel derived from such material.

“Fossil Fuel-Fired Resource” means a generating resource that uses any Fossil Fuel as fuel for purposes of generating electricity.

“Future Environmental Attributes” means environmental products or benefits, generated by or attributable to a Carbon-Free Resource or Eligible Renewable Resource that become recognized and marketable during the Contract Term.

“Gains” has the meaning set forth in Section 12.5(b).

“Generally Accepted Utility Practice” means a practice established by WECC, as such practice may be revised from time to time, or if no practice is so established, means a practice otherwise generally accepted in the WECC region. Generally Accepted Utility Practice is not intended to be the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of commonly or generally used practices, methods or acts in the WECC region.

“Governmental Authority” means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law or over the subject matter of this Agreement.

“Governmental Charges” means any Taxes, charges or costs that are assessed or levied by any Governmental Authority or other Person (other than charges imposed by any Transmission Provider), including local, state or federal regulatory or taxing authorities that would affect the sale and purchase of Hourly Energy Quantity or Environmental Attributes contemplated by this Agreement, either directly or indirectly.

“HE” means Contract Hour(s) ending.

“Hourly Energy Quantity” has the meaning set forth in Section 3.1.

“Hourly Load Forecast” has the meaning set forth in Section 4.2.

“ICE” means the Intercontinental Exchange, Inc.

“ICE Index” means, with respect to any Contract Hour, the ICE Mid-Columbia Energy Index reporting “Daily Firm On-Peak”, for On-Peak hours, and “Daily Firm Off-Peak”, for Off-Peak hours.

“Imaged Agreement” has the meaning set forth in Section 19.16.

“Imbalance Energy” means imbalance energy, energy imbalance service or similar service as used in the OATT of the applicable Transmission Provider to describe the service provided by the Transmission Provider when a difference occurs between the scheduled and the actual delivery of energy to a load over a scheduling period.

“Incidental Services Energy” has the meaning set forth in Section 3.6(c).

“Incremental Hydro Resources” means incremental electricity produced as a result of efficiency improvements completed after March 31, 1999, to hydroelectric generation projects owned by Seller and located in the Pacific Northwest where the additional generation does not result in new water diversions or impoundments.

“Indemnitee” has the meaning set forth in Section 9.2.

“Indemnitor” has the meaning set forth in Section 9.2.

“Index Price” means the applicable price calculated on the basis of the ICE Index or any replacement index selected in accordance with the provisions of Section 19.18.

“Initial Load Forecast” has the meaning set forth in Section 4.1(a).

“Interest Rate” means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent, and (b) the maximum rate permitted by applicable Law.

“interruption” or “interrupt”, when used in relation to interruption of Transmission Service, includes any derate of the Transmission Service.

“Laws” means all laws, statutes, rules, regulations, ordinances, codes, treaties, judgments, judicial precedent, orders, decrees, or pronouncements of a Governmental Authority having the effect of law or regulation.

“Letter of Credit” means an irrevocable, transferable, standby letter of credit, issued by a Qualified Institution, which letter of credit is reasonably acceptable in form and substance to the Credit Support Beneficiary.

“Letter of Credit Default” means, with respect to a Letter of Credit or the issuer thereof, the occurrence of any of the following events, unless the Defaulting Party delivers to the Non-Defaulting Party, on or before the third Business Day after notice of any such event from the Non-Defaulting Party to the Defaulting Party, either (A) a replacement Letter of Credit issued by a Qualified Institution in the same face amount and on substantially the same terms as the outstanding Letter of Credit, or (B) replacement Credit Support in the form of Cash in an amount equal to the face amount of such outstanding Letter of Credit: (i) such issuer fails to meet the requirements for a Qualified Institution; (ii) such issuer fails to honor the beneficiary Party’s properly documented request to draw on such Letter of Credit or otherwise fails to comply with or perform its obligations under such Letter of Credit; (iii) such issuer disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Letter of Credit; (iv) such Letter of Credit is not renewed at least 30 Business Days prior to the expiration of such Letter of Credit in accordance with its terms, or such Letter of Credit expires or terminates, or fails or ceases to be in full force and effect, at any time during the Contract Term; or (v) such issuer becomes Bankrupt; *provided, however*, that no Letter of Credit Default will occur or be continuing with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

“Load” means the metered hourly quantities of energy delivered by PSE to Buyer for a Location from all sources (other than self-generation at the Location of the Load).

“Location(s)” means Buyer’s facilities (whether owned or leased, and including any new facility resulting from expansion or replacement of any Location during the Term) as specified in

Exhibit E to this Agreement, as such exhibit may be amended from time to time in accordance with Section 19.2 to add or delete Locations.

“Losses” has the meaning set forth in Section 12.5(b).

“Market Disruption Event” has the meaning set forth in Section 19.18(b)(iii).

“Market Event” means the occurrence of the following at any point in time during the Contract Term: (i) an alternative market design is implemented in which any Transmission Service (or associated transmission facilities) will be or become located within or subject to an organized energy market (such as a regional energy imbalance market) or a Transmission Provider becomes subject to or otherwise joins a Regional Transmission Organization, (ii) any of the Carbon-Free Resources or ACS used by Seller to perform its obligations hereunder or any associated transmission facilities, on the one hand, and the Locations, on the other hand, are made subject to separate organized energy markets, or (iii) any amendment or modification, by any Transmission Provider that is providing Transmission Service for deliveries of the Hourly Energy Quantities, of or to such Transmission Provider’s OATT (other than an amendment or modification to the costs and charges imposed by a Transmission Provider pursuant to its OATT).

“Maximum Transmission Limit” means, for each Delivery Point, the MW amount set forth below with respect to such Delivery Point:

Delivery Point	Maximum Transmission Limit
Ardmore Substation	15 MW
Bridle Trails Substation	14 MW
Center Substation	4 MW
Evergreen Substation	35 MW
Kenilworth Substation	8 MW
North Bellevue Substation	2 MW
Spiritbrook Substation	10 MW

“Monthly Average Load Forecast” means, for any calendar month in the Delivery Term, the weighted average of the Monthly On-Peak Average Load Forecast and the Monthly Off-Peak Average Load Forecast for such month.

“Monthly Energy Quantity” means, for any calendar month in the Delivery Term, the sum of the Hourly Energy Quantities for all hours in such month.

“Monthly Minimum Quantity” means, for any calendar month in the Delivery Term, the product of (a) the Monthly Average Load Forecast for such month and (b) the number of hours in such month.

“Monthly Off-Peak Average Load Forecast” means, for any calendar month in the Delivery Term, the average forecast hourly Total Load across all Off-Peak Hours during such month, as set forth in the Initial Load Forecast.

“Monthly Off-Peak Maximum Load Forecast” means, for any calendar month in the Delivery Term, the maximum Total Load forecast for an Off-Peak Hour during such month, as set forth in the Initial Load Forecast.

“Monthly On-Peak Average Load Forecast” means, for any calendar month in the Delivery Term, the average forecast hourly Total Load across all On-Peak Hours during such month, as set forth in the Initial Load Forecast.

“Monthly On-Peak Maximum Load Forecast” means, for any calendar month in the Delivery Term, the maximum Total Load forecast for an On-Peak Hour during such month, as set forth in the Initial Load Forecast.

“Monthly Renewable Maximum” means, for any calendar month in the Delivery Term, the product of (a) 1.05 and (b) the number of hours in such month and (c) the Monthly Average Load Forecast for such month.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt-hour.

“NDA” has the meaning set forth in Section 15.1(a).

“NERC” means the North American Electric Reliability Corporation.

“NERC Holiday” means any day designated as a holiday by NERC.

“Non-Defaulting Party” means, in any instance, the Party other than the Defaulting Party.

“Occasion” means any continuous period of five or more consecutive Contract Hours during the Delivery Term during which there is an unexcused failure by Seller to deliver (or to cause to be delivered) at the Delivery Points Carbon-Free Energy or Incidental Services Energy in an aggregate quantity equal to at least 90% the Hourly Energy Quantity for each such Contract Hour.

“Off-Peak Allocated Energy Quantity” means, with respect to any Delivery Point and any Off-Peak Hour of any month during the Delivery Term, the lesser of (x) the Hourly Load Forecast for such Delivery Point for such hour, and (y) the Maximum Transmission Limit for such Delivery Point.

“Off-Peak Hours” means HE 01:00 through HE 06:00 and HE 23:00 through HE 24:00 PPT and all hours on (i) Sundays or (ii) any NERC Holiday.

“Offset Calculation” means (i) for each MWh of Unspecified Energy delivered as Incidental Services Energy, one MWh of Renewable Energy Credits, (ii) for any Incidental Services Energy delivered from an ACS system during the Delivery Term, a number of Renewable Energy Credits equal to the product (rounded to the nearest MWh) of (A) the aggregate MWh of Incidental Services Energy delivered from such ACS system during such year and (B) a fraction, the numerator of which is the CARB assigned emissions factor for the ACS system and the denominator of which is the CARB assigned emissions factor for unspecified energy (currently 0.428 TCO₂e/MWh) in each case as applicable with respect to the period of delivery of such Incidental Services Energy, and (iii) for each MWh of Incidental Services Energy delivered from a Carbon-Free Resource, zero. Seller will be entitled to rely upon the emission factor calculations that are applied or published by CARB pursuant to the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, Title 17, California Code of Regulations, Sections 95100 *et seq.* If an ACS system that is used to supply Incidental Services Energy under this Agreement ceases at any time during the Contract Term to be an ACS system recognized by CARB, such ACS system shall, until such time as the Parties agree on a mutually acceptable alternative source for Incidental Services Energy, continue to be deemed an ACS system for the purposes of this Agreement, and the most recent CARB-assigned emissions factor shall continue to be used for purposes of determining the Offset Calculation for such ACS system. Changes to the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions, Title 17, California Code of Regulations, Sections 95100 *et seq.* after the Effective Date shall be subject to Section 14.2.

“On-Peak Allocated Energy Quantity” means, with respect to any Delivery Point and any On-Peak Hour of any month during the Delivery Term, the lesser of (x) the Hourly Load Forecast for such Delivery Point for such hour, and (y) the Maximum Transmission Limit for such Delivery Point.

“On-Peak Hours” means HE 07:00 through HE 22:00 (16 hours per day) PPT, Monday through Saturday (6 days per week), excluding NERC Holidays.

“Open Access Transmission Tariff” or “OATT” means the open access transmission tariff of any Transmission Provider that provides Transmission Service, including all protocols, policies, procedures and business practices established by the Transmission Provider applicable thereto.

“Party” and “Parties” have the meaning set forth in the first paragraph to this Agreement.

“Person” means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority, or other form of entity.

“Point(s) of Integration” means BPA reservation point BPAT.CHPD.

“PPT” means Pacific Prevailing Time, that is, prevailing Standard Time or Daylight Savings Time in the Pacific Time Zone.

“Present Value” has the meaning set forth in Section 12.5(b).

“Price Source” has the meaning set forth in Section 19.18(b)(iv).

“PSE” has the meaning set forth in the recitals to this Agreement.

“PSE Transmission Service Agreements” has the meaning set forth in Section 3.8(b).

“Qualified Institution” means a major U.S. or Canadian commercial bank or a U.S. branch office of a foreign bank having, in either case, (i) assets of at least USD \$10 billion and (ii) a Credit Rating from one or both of S&P and Moody’s, which Credit Rating is at least “A-” from S&P (in the event that such bank has a Credit Rating from S&P) and “A3” from Moody’s (in the event that such bank has a Credit Rating from Moody’s).

“RCW” means the Revised Code of Washington.

“Real-Time Load Data Signal” has the meaning set forth in Section 4.5.

“REC Account Holder” means the entity designated pursuant to the WREGIS Operating Rules to manage the Buyer WREGIS Account. The entity and name of any REC Account Holder will be determined by Buyer.

“REC Quarterly Report” has the meaning set forth in Section 5.2(c).

“Regional Transmission Organization” means any regional transmission organization, independent system operator or similar entity that is subject to the jurisdiction of FERC and operates a Transmission System.

“Remaining Transactions” means, at any point in time during the Contract Term, all sales and purchases of the Hourly Energy Quantity remaining to be performed by the Parties pursuant to this Agreement during the remainder of the Contract Term.

“Renewable Energy Credit” or “REC” means (a) for purposes of Incremental Hydro Resources the certificate created in WREGIS to track the Environmental Attributes associated with the energy from the resource, (b) renewable energy credit as defined by RCW 19.285.030, as amended from time to time, when Seller’s obligations under Section 3.6(a) are met with anything other than Incremental Hydro Resources and for the purposes of Seller’s obligations under Section 3.6(c)(i), and (c) otherwise for purposes of this Agreement a WREGIS-tracked renewable energy credit produced by a renewable energy generating unit located in the WECC region.

“Replacement NDA” has the meaning set forth in Section 17.1(c).

“Required Credit Rating” means, in the case of any Person, that such Person has a Credit Rating of (i) if rated by only one of Moody’s or S&P, a Credit Rating of “Baa1” or higher by Moody’s or “BBB+” or higher by S&P, or (ii) if rated by both Moody’s and S&P, a Credit Rating of “Baa1” or higher by Moody’s and “BBB+” or higher by S&P.

“S&P” means the Standard & Poor’s Rating Group, a division of The McGraw-Hill Companies.

“Schedule,” “Scheduled,” or “Scheduling” means the acts of Seller, Buyer or their designated representatives, including each Party’s Transmission Providers, if applicable, notifying, requesting and confirming to each other the quantity of energy to be delivered hourly on any given day or days during the Delivery Term at one or more specified Delivery Points. Unless the context clearly requires otherwise, references in this Agreement to “Scheduled” quantities of Carbon-Free Energy means the Hourly Energy Quantity.

“Scheduling Deadline” means, for any Contract Hour, the earliest of the WECC e-tag deadline or an applicable Transmission Provider’s deadline for adjusting Schedules without incurring Imbalance Energy charges.

“Seller” has the meaning set forth in the first paragraph to this Agreement.

“Seller Credit Support” means Credit Support, in the form of a Letter of Credit in an amount limited to a reasonable estimate of the damages to Buyer (consistent with Section 12.5 of this Agreement) if Seller were to fail to perform its obligations, to secure Seller’s obligations under this Agreement.

“Seller’s Cost to Cover” means the positive difference, if any, obtained by subtracting (a) (I) the proceeds realized by Seller from the sale to any other Person of Carbon-Free Energy and Environmental Attributes not received by Buyer (net of any additional reasonable transaction costs, including those related to transmission and Scheduling, incurred by Seller in connection with such sale) or (II) absent a sale, the market price for such Carbon-Free Energy and Environmental Attributes not received by Buyer as determined by Seller in a commercially reasonable manner from (b) the Contract Price for the Carbon-Free Energy and associated Environmental Attributes not received by Buyer), for each MW of the Hourly Energy Quantity in the applicable hour that Buyer failed to receive or cause to be received.

“Settlement” means the Settlement Stipulation and Agreement dated April 11, 2017 and the Order Approving Settlement Agreement in WUTC Docket UE-161123.

“Special Contract” has the meaning set forth in the recitals to this Agreement.

“Specified Dealers” has the meaning set forth in Section 19.18(a)(iii).

“Specified Transmission Path” means the Point(s) of Integration to the Transmission Point(s) of Receipt and the Transmission Point(s) of Receipt to the Delivery Points.

“Taxes” means taxes, rates, levies, assessments, charges or duties, including real estate, property, sales, use, franchise, excise, capital, gross receipts and value added taxes, taxes measured on capital or assets used in a business, customs and import and export duties, taxes measured on income or on gains derived from dispositions of property, and taxes or other fees on the use of property or facilities or natural resources (including the use of water for power generation), generating capacity, production, generation, manufacture, purchase, transmission, distribution, wholesale, sale, resale, or use of electricity or electrical energy, whether the tax is in the form of a property, sales and use, employment, gross receipts, revenue, income, franchise, excise, value-added, excess profits or any other tax, and regardless of how the tax is named or structured.

“Termination Payment” has the meaning set forth in Section 12.5.

“Total Load” means, with respect to any Contract Hour, the sum of the Loads for such Contract Hour.

“Trading Day” has the meaning set forth in Section 19.18(b)(v).

“Transfer” means the direct assignment, sale or transfer of this Agreement or the direct sale or transfer of the ownership interests of a Party or the merger of a Party, in each case whether by contract, operation of Law or otherwise; provided, however, that “Transfer” does not include the sale, purchase, exchange or other disposition of a Person’s publicly traded common stock or other publicly traded ownership interests unless such sale, purchase, exchange or other disposition results in a change in Control.

“Transmission Point(s) of Receipt” means the point(s) at which Seller’s delivery of the Hourly Energy Quantity enters PSE’s Transmission System (interconnection of PSE’s Transmission System and another Transmission Provider’s Transmission System).

“Transmission Provider” means any Person (including any Regional Transmission Organization) operating Transmission Systems providing Transmission Service.

“Transmission Service” means the transmission and other services required to transmit Carbon-Free Energy or Incidental Services Energy to the Delivery Points.

“Transmission Systems” means the facilities utilized to provide Transmission Service.

“Unspecified Energy” means energy from Fossil Fuel-Fired Resources or any energy not supplied from an Eligible Renewable Resource, Carbon-Free Resource, or from an ACS system.

“Washington State Qualified Public Depository” means a financial institution noted as a qualified public depository on the most recent report of the Washington Public Deposit Protection Commission.

“Washington RPS” means the renewable portfolio standards codified at RCW § 19.285.010, *et seq.*, and regulations promulgated with respect thereto, Wash. Admin. Code § 480-109, *et seq.*; § 194-37.

“WECC” means the Western Electricity Coordinating Council or successor Regional Entity (as such term is used by NERC) responsible for the Western Interconnection.

“WREGIS” means the Western Renewable Energy Generation Information System.

“WREGIS Operating Rules” means those operating rules and requirements of WREGIS dated July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

“WUTC” has the meaning set forth in the recitals to this Agreement.

EXHIBIT B
to
Amended and Restated Carbon-Free Energy Purchase Agreement

CONTRACT PRICE

Contract Price payable for Carbon Free Energy (including, in the case of Carbon-Free Energy from Incremental Hydro Resources, bundled Renewable Energy Credits and any other associated Environmental Attributes):

- Carbon-Free Energy from resources other than from Incremental Hydro Resources (not including Renewable Energy Credits or other Environmental Attributes): (Index Price for the applicable hour plus \$12.71/MWh)
- Carbon-Free Energy from Incremental Hydro Resources (including bundled Renewable Energy Credits and any other associated Environmental Attributes, at no extra charge): (Index Price for the applicable hour plus \$14.56/MWh)
- The Contract Price for Incidental Services Energy and the Contract Price for Excess Energy will in each case be determined by *pro rata* application of the Contract Price for Carbon-Free Energy from Incremental Hydro Resources, on the one hand, and the Contract Price for Carbon-Free Energy from Carbon-Free Resources other than Incremental Hydro Resources, on the other hand, based on the percentage of Hourly Energy Quantities designated under Section 3.6 to be supplied by Carbon-Free Energy from Incremental Hydro Resources, on the one hand, and by Carbon-Free Energy from Carbon-Free Resources other than Incremental Hydro Resources, on the other hand.

EXHIBIT C
to
Amended and Restated Carbon-Free Energy Purchase Agreement

INITIAL LOAD FORECAST

	Monthly On-Peak Average	Monthly Off-Peak Average	Monthly On-Peak Maximum	Monthly Off-Peak Maximum
	aMW	aMW	MW	MW
Apr-19	39	32	53	40
May-19	40	32	53	40
Jun-19	40	32	53	40
Jul-19	46	37	59	43
Aug-19	45	35	59	43
Sep-19	43	35	59	43
Oct-19	42	35	56	43
Nov-19	42	36	56	43
Dec-19	42	35	56	43
Jan-20	43	36	56	42
Feb-20	43	35	56	42
Mar-20	42	34	56	42
Apr-20	41	33	55	42
May-20	42	33	55	42
Jun-20	42	34	55	42
Jul-20	45	35	57	41
Aug-20	44	34	57	41
Sep-20	42	34	57	41
Oct-20	41	33	54	41
Nov-20	41	35	54	41
Dec-20	41	34	54	41
Jan-21	41	34	53	39
Feb-21	41	34	53	39
Mar-21	41	33	53	39
Apr-21	40	32	53	40
May-21	41	32	53	40
Jun-21	41	33	53	40
Jul-21	50	39	64	46
Aug-21	49	38	64	46
Sep-21	47	38	64	46
Oct-21	45	37	61	46
Nov-21	46	38	61	46
Dec-21	46	38	61	46

	Monthly On-Peak Average	Monthly Off-Peak Average	Monthly On-Peak Maximum	Monthly Off-Peak Maximum
	aMW	aMW	MW	MW
Jan-22	46	38	60	45
Feb-22	46	38	60	45
Mar-22	45	36	60	45
Apr-22	44	36	60	45
May-22	45	36	60	45
Jun-22	46	36	60	45
Jul-22	52	42	67	49
Aug-22	52	40	67	49
Sep-22	49	40	67	49
Oct-22	48	39	64	49
Nov-22	48	41	64	49
Dec-22	48	40	64	49
Jan-23	49	41	63	48
Feb-23	49	40	63	48
Mar-23	48	38	63	48
Apr-23	47	38	63	48
May-23	48	38	63	48
Jun-23	48	39	63	48
Jul-23	50	40	64	47
Aug-23	50	39	64	47
Sep-23	47	38	64	47
Oct-23	46	38	61	47
Nov-23	46	39	61	47
Dec-23	46	39	61	47
Jan-24	46	39	61	47
Feb-24	46	39	61	47
Mar-24	46	38	61	47

Contract Year	Annual Minimum Quantity MWh
1	324,271
2	302,171
3	307,729
4	309,686
5	286,105

EXHIBIT D
to
Amended and Restated Carbon-Free Energy Purchase Agreement

NOTICES

Buyer		Seller	
Address:	One Microsoft Way Redmond, WA 98052	Address:	P.O. Box 1231 327 N. Wenatchee Ave. Wenatchee, WA 98807
Attention:	Mohan Reddy Guttapalem Sr. Facilities Manager, Puget Sound	Attention:	General Manager
Phone Number:	425-706-3721	Phone Number:	509-661-4802
Fax Number:	n/a	Fax Number:	509-661-8115
Email Address:	Mohan.Reddy@microsoft.com	Email Address:	steve.wright@chelanpud.org
with a copy to: Michael Ford, GM R&F		with a copy to:	
Address:	One Microsoft Way Redmond, WA 98052	Address:	P.O. Box 1231 327 N. Wenatchee Ave. Wenatchee, WA 98807
Attention:		Attention:	General Counsel
Phone Number:	425-538-3225	Phone Number:	509-661-4237
Fax Number:	n/a	Fax Number:	509-661-8115
Email Address:	mford@microsoft.com	Email Address:	erik.wahlquist@chelanpud.org

INVOICES

Buyer		Seller	
Address:	One Microsoft Way	Address:	P.O. Box 1231

Redmond, WA 98052	327 N. Wenatchee Ave. Wenatchee, WA 98807
Attention: AP Services	Attention: Jody Erb
Phone Number:	Phone Number: 509-661-4389
Fax Number:	Fax Number: 509-661-8138
Email Address: apsvcp@microsoft.com	Email Address: jody.erb@chelanpud.org

EXHIBIT E
to
Amended and Restated Carbon-Free Energy Purchase Agreement

LOCATION(S)

Delivery Point (PSE Substation)	Circuit	Meter Number	Building Name
Ardmore	Ardmore 11	ZZ17070002	Building 10 - Chiller Plant, Feed#B
Ardmore	Ardmore 11	ZZ17070481	Building 27 - Redmond Main Campus
Ardmore	Ardmore 11	ZZ17070481	Building 28 - Redmond Main Campus
Ardmore	Ardmore 12	ZZ17070009	Building 22 - Redmond Main Campus
Ardmore	Ardmore 13	ZZ17070576	Building 109 - Daytona
Ardmore	Ardmore 13	ZZ17070459	Building 112 - Cedar Court
Ardmore	Ardmore 13	ZZ17070484	Building 113 - Cedar Court
Ardmore	Ardmore 13	ZZ17070560	Building 114 - Cedar Court
Ardmore	Ardmore 13	ZZ17070472	Building 115 - Cedar Court
Ardmore	Ardmore 43	ZZ17070011	Building 40 - Troon
Ardmore	Ardmore 43	ZZ17070011	Building 41 - Troon
Ardmore		ZZ17070633	<i>Alternate Meter - B40, B41</i>
Ardmore	Ardmore 44	ZZ17070627	Building 36 - Redmond Main Campus
Bridal Trails	Bridle Trails 11	ZZ17070634	Building 110 - Redmond Main Campus
Bridal Trails	Bridle Trails 11	ZZ17070005	Building 92
Bridal Trails	Bridle Trails 11	ZZ17070617	Building 92
Bridal Trails	Bridle Trails 11	ZZ17070586	Building 98 Chiller - South Transformer
Bridal Trails	Bridle Trails 12	ZZ17070485	Building 111 - Laguna
Bridal Trails	Bridle Trails 12	ZZ17070635	Building 94 - North Transformer (Studio D)
Bridal Trails	Bridle Trails 12	ZZ17070563	Building 94 - South Transformer (Studio D)
Bridal Trails	Bridle Trails 12	ZZ17070581	Building 95 - North Transformer (Studio C)
Bridal Trails	Bridle Trails 12	ZZ17070561	Building 95 - South Transformer (Studio C)
Bridal Trails	Bridle Trails 12	ZZ17070575	Building 96 - North Transformer (Studio A)
Bridal Trails	Bridle Trails 12	ZZ17070565	Building 96 - South Transformer (Studio B)
Bridal Trails	Bridle Trails 12	Metered from garage meter	Building 98 A (The Mixer)
Bridal Trails	Bridle Trails 12	ZZ17070578	Building 98 B (The SubMixer)
Bridal Trails	Bridle Trails 12	Subfed from Submixer	Building 98 C (Sports Bistro/Spitfire)
Bridal Trails	Bridle Trails 12	ZZ17070618	Building 98 Garage

Delivery Point (PSE Substation)	Circuit	Meter Number	Building Name
Bridal Trails	Bridle Trails 13	ZZ17070622	Building 83
Bridal Trails	Bridle Trails 13	ZZ17070584	Building 83 Garage
Bridal Trails	Bridle Trails 13	ZZ17070464	Building 87 -
Bridal Trails	Bridle Trails 23	ZZ17070640	Building 116 - Lakeridge Square (Studio G)
Bridal Trails	Bridle Trails 23	ZZ17070463	Building 117 - Lakeridge Square (Studio H)
Bridal Trails	Bridle Trails 23	ZZ17070466	Building 99
Bridal Trails	Bridle Trails 23	ZZ17070476	Building 99
Center	Center 11	ZZ17070457	Bravern Bldg 1
Center	Center 11	ZZ17070010	Bravern Bldg 1
Center	Center 11	ZZ17070564	Bravern Bldg 1
Center	Center 13	ZZ17070001	Bravern Bldg 2
Center	Center 13	ZZ17070016	Bravern Bldg 2
Center	Center 13	ZZ17070480	Bravern Bldg 2
Center	Center 13	ZZ17070519	Bravern Bldg 2
Center	Center 13	ZZ17070520	Bravern Bldg 2
Center	Center 13	ZZ17070471	Bravern Bldg 2
Evergreen	Evergreen 13	ZZ17070521	Building 118 - Lakeridge Square (Studio F)
Evergreen	Evergreen 13	ZZ17070521	Building 119 - Lakeridge Square (Studio E)
Evergreen	Evergreen 13	ZZ17070567	Building 120
Evergreen	Evergreen 13	ZZ17070003	Building 121 - Space Labs
Evergreen	Evergreen 13	ZZ17070630	Building 122 - Space Labs
Evergreen	Evergreen 13	ZZ17070583	Building 123 - Overlake
Evergreen	Evergreen 13	ZZ17070482	Building 124A - Overlake
Evergreen	Evergreen 13	ZZ17070562	Building 124B - Overlake
Evergreen	Evergreen 13	ZZ17070468	Building 125 - Overlake
Evergreen	Evergreen 13	ZZ17070015	Building 126 - Overlake
Evergreen	Evergreen 13	ZZ17070582	Building 127 - Studios
Evergreen	Evergreen 13	ZZ17070014	Building 127 - XCG
Evergreen	Evergreen 15	ZZ17070458	Building 30 - Pebble Beach
Evergreen	Evergreen 15	ZZ17070458	Building 31 - Pebble Beach
Evergreen	Evergreen 15	ZZ17070458	Building 32 - Pebble Beach
		ZZ17070465	<i>Alternate Meter - B30, B31, B32</i>
Evergreen	Evergreen 16	ZZ17070473	Building 16 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070461	Building 16 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070477	Building 17 - Redmond Main Campus

Delivery Point (PSE Substation)	Circuit	Meter Number	Building Name
Evergreen	Evergreen 16	ZZ17070518	Building 17 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070469	Building 18 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070470	Building 18 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070460	Building 18 Chiller Plant
Evergreen	Evergreen 16	ZZ17070559	Building 19 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070638	Building 20 - Redmond Main Campus
Evergreen	Evergreen 16	ZZ17070637	Building 21 - Redmond Main Campus
Evergreen	Evergreen 17	ZZ17070474	Building 25 - Redmond Main Campus (B25N)
Evergreen	Evergreen 17	ZZ17070478	Building 25 - Redmond Main Campus (B25S)
Evergreen	Evergreen 17	ZZ17070475	Building 50 - Boxcar
Evergreen	Evergreen 17	ZZ17070639	Building 97 - North Transformer (Studio A)
Evergreen	Evergreen 17	ZZ17070571	Building 97 - South Transformer (Studio A)
Evergreen	Evergreen 17	ZZ17070587	Building 98 Chiller - North Transformer
Evergreen	Evergreen 22	ZZ17070013	Building 84 - Shasta
Evergreen	Evergreen 22	ZZ17070632	Building 85 - Adams
Evergreen	Evergreen 22	ZZ17070004	Building 85 - Adams
Evergreen	Evergreen 25	ZZ17070483	Building 42 - Augusta
Evergreen	Evergreen 25	ZZ17070483	Building 43 - Augusta
Evergreen	Evergreen 25	ZZ17070483	Building 44 - Augusta
Evergreen		ZZ17070462	<i>Alternate Meter (B42, B43, B44)</i>
Evergreen	Evergreen 26	ZZ17070566	Building 33 - "Pinehurst"
Evergreen	Evergreen 26	ZZ17070566	Building 34 - St. Andrews
Evergreen	Evergreen 26	ZZ17070566	Building 35 - St. Andrews
		ZZ17070580	<i>Alternate Meter - B33, B34, B35</i>
Kenilworth	Kenilworth 26	ZZ17070006	Building 3 - Redmond Main Campus
Kenilworth	Kenilworth 26	ZZ17070624	Building 36 - Chiller Plant
Kenilworth	Kenilworth 26	ZZ17070628	Building 37 - North Transformer
Kenilworth	Kenilworth 26	ZZ17070614	Building 37 - South Transformer
Kenilworth	Kenilworth 26	ZZ17070623	Building 37 Chiller Plant (near B-10)
Kenilworth	Kenilworth 26	ZZ17070641	Building 37 Mech Room (In B37)
Kenilworth	Kenilworth 26	ZZ17070620	Building 4 - Redmond Main Campus
Kenilworth	Kenilworth 26	ZZ18070277	Building 5 - Redmond Main Campus
Spiritbrook	Spiritbrook 16	ZZ17070625	Building 86 - Rainier
Spiritbrook	Spiritbrook 16	ZZ17070631	Building 87 - Pacific
Spiritbrook	Spiritbrook 16	ZZ17070479	Building 87 Garage

Delivery Point (PSE Substation)	Circuit	Meter Number	Building Name
Spiritbrook	Spiritbrook 16	ZZ17070569	Building 88 - Olympic
Spiritbrook	Spiritbrook 16	ZZ17070577	Building 88 - Olympic
Spiritbrook	Spiritbrook 16	ZZ17070579	North Garage (north of B86)
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "A"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "B"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "C"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "D"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "E"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "F"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "G"
Spiritbrook	Spiritbrook 17	ZZ17070588	Building 55 - Redwest "J"
Spiritbrook		ZZ17070616	<i>Building 55 - Alternate Meter</i>
North Bellevue	North Bellevue 21	ZZ17070629	City Center Plaza II - MS Tenant