DRAFT – FOR DISCUSSION PURPOSES ONLY

SUBJECT TO CONCURRENT MANAGEMENT REVIEW AND APPROVAL

Enron Wind- Rev 1- May 5, 2016

WIND TURBINE GENERATOR AND TOWER SUPPLY AND COMMISSIONING AGREEMENT

by and between

ENRON WIND CANADA LIMITED

and

kylian mbappé 1 Energy, Inc.

Dated ____________, 20__

FOR THE KYLIAN MBAPPÉ 1 WIND PROJECT

TABLE OF CONTENTS

Contents **Page #**

WIND TURBINE GENERATOR AND TOWER SUPPLY AND COMMISSIONING AGREEMENT

THIS WIND TURBINE GENERATOR AND TOWER SUPPLY AND COMMISSIONING AGREEMENT (this "Agreement"), dated as of ________, 20__ (the "Effective Date"), is by and between Enron Wind Canada Limited, an Ontario, Canada corporation, having its principal place of business at 1577 North Service Road East, Oakville, Ontario, L6H 0H6 (hereinafter "Enron Wind") and kylian mbappé 1 Energy Inc, a _________corporation, having its principal place of business at ______________________________ (hereinafter "Purchaser").

W I T N E S S E T H:

WHEREAS, Purchaser desires to obtain, and Enron Wind desires to supply, deliver and commission the Wind Turbine Generators and Towers, including the auxiliary equipment, and provide Technical Field Assistance for Purchaser's unloading, erection, installation and Mechanical Completion of such Wind Turbine Generators, Towers and auxiliary equipment (as defined herein); and

WHEREAS, Purchaser further desires to obtain, and Enron Wind further desires to provide service and maintenance for such Wind Turbine Generators and Towers pursuant to a separate Service and Maintenance Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

"AESO" means the Alberta Electric System Operator.

"Affiliate" means, as to a specified Person, any other Person that, directly or indirectly, controls or is controlled by or is under common control with the Person in question and, with respect to Enron Wind or Purchaser, is not a competitor of, or in litigation or arbitration with, Enron Wind or Purchaser, as the case may be.

"Agreement" has the meaning set forth in the preamble hereof, as the same may be amended, supplemented or modified from time to time, in writing, in accordance with the terms hereof.

"Anticipated Final Completion Date" means the date by which Enron Wind, based on information available on the Effective Date, estimates that it will accomplish Final Completion of its Work for the Unit, as set forth in the Work Schedule, as such date may be revised in accordance with the provisions of this Agreement. Such date shall not be binding.

"Applicable Laws" means, except as otherwise set forth in Section 4.9, all applicable laws, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations and interpretations of any Governmental Authority having jurisdiction over the design, engineering, fabrication, manufacturing, Delivery, assembly, erection, installation, Mechanical Completion and Commissioning of the Units.

"Applicable Permits" means the permits, clearances, licenses, authorizations, consents, filings, exemptions or approvals from or required by any Governmental Authority that are necessary for the performance of the work.

"Applicable Standards" means (1) the Enron Wind technical drawings, procedures and processes for the design, manufacture and testing of the Units by Enron Wind which materially comply with the codes and standards set forth in Exhibit Q, as well as the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications and (2) those national wind turbine generator industry codes and standards which are normally applicable to the performance of Enron Wind' scope of Work for the Units at the Project Site other than those with respect to the design, manufacture and testing of the Units.

"Assembly Manual" means the Enron Wind assembly manual applicable to the Wind Turbine Generators to be provided by Enron Wind to Purchaser in accordance with Exhibit L1.

"AUC" means the Alberta Utilities Commission.

"Availability Bonus" has the meaning set forth in Section 7.2.3.

"Availability Period" means the period beginning on the Unit Commissioning Completion Date of the last Unit for the Project and continuing for sixty (60) consecutive months thereafter, but in no event beyond sixty six (66) months after Delivery to the Project Site of the last Major Component of the last Unit by Enron Wind unless Unit Commissioning Completion of such last Unit is not completed by the Guaranteed Unit Commissioning Completion Date of such last Unit for the Project due to any action or inaction of Enron Wind which is not otherwise excused under this Agreement, in which event such sixty six (66) months after Delivery to the Project Site shall be extended by the period of such unexcused delay.

"Availability Test Procedure" has the meaning set forth in Exhibit R1.

"Average Availability Liquidated Damages" means the liquidated damages payable by Enron Wind in respect of the failure by Enron Wind to meet the Guaranteed Project Availability, the amount of such liquidated damages shall be determined as set forth in

Section 7.2.1.

"Backfeed Power" means the connection of the Project Site to the electricity grid enabling the supply of electricity to the Units and the export of electricity from the Units sufficient to permit Enron Wind to commence Commissioning of the Units.

"Balance of Plant Contract" means any contract between a Balance of Plant Contractor and Purchaser for the provision of engineering, design, procurement, construction, assembly, installation, erection of the Units, commissioning or other similar services in respect of certain civil, mechanical, electrical and other engineering elements and other work for the Project which is not to be provided or performed by Enron Wind as part of the Work.

"Balance of Plant Contractor" means any contractor with whom Purchaser has entered into, or may enter into, a Balance of Plant Contract.

"Business Day" means every day other than a Saturday, Sunday or a day on which banks are permitted or required to remain closed in the Province of Ontario.

"Change in Applicable Laws" means any new Applicable Law or change to an existing Applicable Law with mandatory effect (as interpreted and applied) issued after the Effective Date by the legislative, judicial or executive branch of the relevant Governmental Authority, or a change with mandatory effect after the Effective Date in the interpretation or application of such Applicable Law by the cognizant executive or judicial or other Governmental Authority.

"Change in Applicable Standards" means any new Applicable Standard or change to an existing Applicable Standard with mandatory effect (as interpreted and applied) issued after the Effective Date by the relevant authority for such Applicable Standard or a change with mandatory effect after the Effective Date in the interpretation or application of such Applicable Standard by the cognizant authority.

"Climatic Data Sheet" means the document set forth in Exhibit G1.

"Commencement Date" has the meaning set forth in Section 2.1.2.

"Commissioning," "to Commission" or "Commissioned" means, with respect to a particular Unit, the SCADA System and/ or the Project, as applicable, the start-up and commissioning and other activities to be conducted with respect thereto, as further described in Section 6.2.1.

"Commissioning Delay Liquidated Damages" means the liquidated damages payable by Enron Wind in respect to the failure by Enron Wind to meet the Guaranteed Unit Commissioning Completion Date for a Unit, the amount of such liquidated damages is as set forth in Section 7.1.2.

"Commissioning Delay Liquidated Damages Rate" has the meaning set forth in Section 7.1.2.

"Consumable Supplies" has the meaning set forth in Section 2.5.1.

"Contract Power Curve" has the meaning set forth in Exhibit S2.

"Contract Price" means the cumulative price payable by Purchaser with respect to all Work which Enron Wind shall perform or provide in connection with this Agreement.

"Convenience Termination Payment" has the meaning set forth in Section 14.3.

"Coverage Amount" has the meaning set forth in Section 12.2.1.

"Default Termination Payment" has the meaning set forth in Section 14.2.

"Delivery," "to Deliver," "Delivering," or "Delivered" means, for each component of any particular Unit being supplied by Enron Wind to Purchaser pursuant to this Agreement, the arrival on board carrier of such component at the Project Site or to such other location as is mutually agreed by Purchaser and Enron Wind.

"Delivery Delay Liquidated Damages" means the liquidated damages payable by Enron Wind in respect to the failure by Enron Wind to meet the Guaranteed Unit Delivery Date for a Unit, the amount of such liquidated damages is as set forth in Section 7.1.1.

"Delivery Payment" means the portion of the Contract Price payable hereunder as more particularly described in Section 4.1.7.

"Down Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind upon execution of this Agreement within the period specified and as more particularly described in Section 4.1.1.

"Effective Date" means the date of this Agreement, as set forth in the preamble hereof.

"Energy Production Liquidated Damages" means the liquidated damages payable by Enron Wind in respect of the failure by Enron Wind to meet the Guaranteed Annual Energy Production, the amount of such of liquidated damages to be determined as set forth in Section 7.3.6.

"Final Commissioning Completion Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind upon Commissioning completion of the last Unit for the Project as more particularly described in Section 4.1.9.

"Final Completion" means with respect to Enron Wind' scope of Work, the achievement of each of the following for each of the Units: (a) the Unit Commissioning Completion has occurred; (b) Enron Wind has performed its Work for such Unit; (c) the Punch List Items for the Unit have been corrected or performed; and (d) the Enron Wind Documents with respect to such Unit have been delivered to Purchaser in accordance with Exhibit L1.

"Final Completion Date" means the date on which Final Completion of Enron Wind' scope of Work occurs.

"Financing Parties" means (i) any and all lenders providing senior or subordinated construction, interim or long-term debt financing or refinancing for Purchaser, its Affiliates or the Project, any lessor under a leveraged-lease transaction, and any trustee or agent acting on its behalf including, without limitation, the independent engineer, if any and (ii) any and all equity investors providing financing or refinancing for the Project, and any trustee, agent, or independent engineer acting on its behalf.

"First Progress Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind as more particularly described in Section 4.1.3.

"Force Majeure Event" means any event that wholly or partly prevents or delays the performance of any obligation of Enron Wind under the Agreement, but only if and to the extent that:

(a) such event is not within the reasonable control, directly or indirectly, and not the fault, of Enron Wind; and

(b) such event, despite the exercise of reasonable diligence, cannot be prevented or avoided by Enron Wind.

A Force Majeure Event shall include, but is not limited to, an event that falls within one or more of the following categories: condemnation; expropriation; invasion; plague; drought, landslide, explosion, and fire; underground conditions; volcano, tornado, hurricane, tsunami, lightning damage, flood, earthquake and other severe weather other than a Wind Delay or a Weather Delay at the Project Site which are handled in accordance with Section 9.5; epidemic; quarantine; acts of terrorism, war (declared or undeclared) or other armed conflict; chemical or hazardous material contamination existing at the Project Site or which prevents access by Enron Wind to or within the Project Site; physical damage to the Project caused by third parties; strikes and other labor disputes (including collective bargaining disputes and lockouts); riot, revolution, insurrection or similar civil disturbance or commotion; acts of God; acts of the public enemy; blockade; port closure; sabotage or vandalism; embargoes; accidents, casualties or delays with respect to transportation, including, but not limited to, stranding, sinking or collision of the carrier, or closure or restriction of roads or other transportation route by a Governmental Authority or otherwise due to weather impacts or restrictions; and actions or inactions of a Governmental Authority.

"Foundation Completion" means that Purchaser has completed or has caused to be completed all work at the Project Site, including all roads, crane hardstandings, laydown areas, Unit foundations and other Project Site preparation, necessary for each Unit to be delivered by Enron Wind to the applicable laydown area for the Unit and the Unit to be erected by Purchaser as set forth in Section 5.7.

"Governmental Authority" means any federal, provincial, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, having legal jurisdiction over the matter or Person in question.

"Guaranteed Annual Energy Production" has the meaning set forth in Section 7.3.1.

"Guaranteed Backfeed Power Date" means, for any Unit, the date specified in the Work Schedule by which Purchaser guarantees that power from the grid for the Project will be provided without interruptions and the electricity generated by such Unit during start-up and Commissioning will be accepted.

"Guaranteed Communications Link Date" means the date specified in the Work Schedule by which Purchaser guarantees that the fiber optic and other required communication lines will be installed at the Project Site so as to enable connection of the SCADA System.

"Guaranteed Project Availability" has the meaning set forth in Section 7.2.1.

"Guaranteed Unit Commissioning Completion Date" means, for each Unit, unless modified by the detailed Work Schedule agreed upon by the Parties in accordance with Section 2.1.5 and as set forth in Exhibit C1, the date that is twelve (12) days after the Mechanical Completion of such Unit has been achieved by Purchaser in accordance with Section 6.1; however, if so modified by the Parties in the detailed Work Schedule, such guaranteed date shall be the applicable date set forth for the Unit in the detailed Work Schedule.

"Guaranteed Unit Delivery Date" means, with respect to each Unit, the date by which Enron Wind, based on information available on the Effective Date, guarantees that it will accomplish Delivery to the Project Site of the last Major Component of such Unit, as set forth in the Work Schedule, as such date may be revised in accordance with the provisions of this Agreement.

"Hazardous Materials" means any material that by reason of its composition or characteristics is hazardous to human health and/or the environment, including hazardous or toxic substances, hazardous waste, petroleum products (including crude oil or any fraction thereof), or has hazardous constituents, defined or regulated as such in or under Applicable Laws, regulating, relating to or imposing liability or standards of conduct concerning the protection of human health or the environment.

"IEC" means the International Electrotechnical Commission.

"Import Duties" means any taxes, customs duties, fees, imposts and governmental charges of any kind that are payable upon or in relation to the importation of the components of the Units into Canada. Import Duties do not include any property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Units or their sale, their value or their use, or any Services performed in connection therewith imposed by any federal, provincial or local Governmental Authority in Canada.

"Indemnified Party" has the meaning set forth in Section 15.2.

"Indemnifying Party" has the meaning set forth in Section 15.2.

"Independent Tester" means DNV-GL, Seattle Washington offices; Windtest North-America, Inc., Estherville Iowa offices; or another qualified accredited independent company mutually agreed to in writing by the Parties, to conduct the measurement test set forth in Section 7.3.2.

"Inspection Report" has the meaning set forth in Section 5.18.

"Intellectual Property Rights" means intellectual property rights owned, used or licensed by Enron Wind, including copyrights, patents, industrial design rights, trade secrets, know how, mask works, software, firmware, specifications, designs, drawings, Enron Wind Documents, processes, data, and other proprietary information relating to the Units, any training process relating to the foregoing, and the contents of Enron Wind Manuals, Assembly Manuals, and test and inspection procedures.

"Intent to Issue NTP" means the notice to be issued by Purchaser at least three (3) months prior to NTP, in accordance with Section 2.1.2 hereof, which notifies Enron Wind of the date upon which Purchaser intends to issue NTP and the number of Units selected by Purchaser.

"Lien" means: (a) any mortgage, charge, lien, pledge, hypothecation, title retention arrangement or other security interest, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation; (b) any easement, servitude, restrictive covenant, equity or interest in the nature of an encumbrance, garnishee order, writ of execution, right of set-off, lease, license to use or occupy, or assignment of income; or (c) any agreement to create any of the foregoing or allow any of the foregoing to exist.

"Lien Act" has the meaning set forth in Section 4.10.1.

"Lien Waiver" means a duly executed and written waiver and release of Liens, substantially in the form attached hereto as Exhibit U and referenced in Section 2.15.2.

"Maintenance Service" has the meaning set forth in Section 10.2.

"Major Components" means, for each Unit, a set of three (3) Wind Turbine Generator blades, a hub, a nacelle (consisting of a nacelle frame, a gear box, a generator, and the main shaft), a power unit and the Tower, all as described in the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications in Exhibit D and Exhibit E, respectively.

"Major Subcontract" means any agreement with a Subcontractor having an aggregate value in excess of Ten Million Canadian Dollars (C$10,000,000) for performance of any part of Enron Wind' scope of Work at the Project Site.

"Major Subcontractor" means any Subcontractor with whom Enron Wind enters into a Major Subcontract.

"Manweek" means sixty (60) hours per week on a straight time basis.

"Measured Annual Energy Production" has the meaning set forth in Section 7.3.1.

"Measured Annual Project Energy Production" has the meaning set forth in Section 7.3.1.

"Measured Average Availability" means the arithmetic average of the Measured Unit Availability of all of the Units in the Project.

"Measured Unit Availability" has the meaning specified in Exhibit R1.

"Mechanical Completion" means, with respect to each Unit, the achievement of each of the following: (a) the Tower for such Unit has been erected; (b) the Wind Turbine Generator for such Unit has been erected; (c) the materials and equipment associated with such Unit that are required for the safe and commercially reliable operation of the Unit after Commissioning have been installed in accordance with the Enron Wind Assembly Manual (d) Purchaser has submitted an original copy of the completed Unit mechanical completion checklist for the Unit to Enron Wind, (e) Purchaser's submittal of the Mechanical Completion Certificate set forth in Exhibit M1, and (f) Enron Wind' acceptance and signature of the Mechanical Completion Certificate and has agreed or is deemed to have agreed that such Unit is mechanically complete in accordance with Section 6.1.

"Mechanical Completion Date" means, with respect to any particular Unit, the date by which Purchaser accomplishes Mechanical Completion of such Unit.

"Meteorological System" has the meaning set forth in Section 2.1.4.

"Milestone Date" means the date identified in the Work Schedule as being the date by which the corresponding milestone is required or anticipated to be achieved, as applicable, as such date may be extended pursuant to the terms of this Agreement.

"Net Revenue" means the revenue received by Purchaser for the electricity generated by a Unit prior to Unit Commissioning Completion of the last Unit for the Project less the costs incurred by Purchaser for the actual operation of such Unit, excluding for the avoidance of doubt any financing costs, land lease costs, property taxes or similar Project costs which are not directly related to the operation of the Unit.

"Normal Turbulence" means a turbulence intensity as set forth in Exhibit S1.

"Normal Wind Shear" means the normal wind shear set forth in Exhibit S1.

"Notice to Proceed" or "NTP" means the notice to be issued by Purchaser, in accordance with Section **Error! Reference source not found.** hereof, which authorizes Enron Wind to commence fulfilling all of its duties under this Agreement and triggers all the obligations of both Parties hereunder.

"NTP Deadline" means [the date upon which Purchaser is required to issue NTP to Enron Wind] [NTD: The Parties to discuss work schedules. This section should be updated with the appropriate date based on those conversations.]

"NTP Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind upon Purchaser's issuance of NTP and as more particularly described in Section 4.1.1.

"Operating Manual" means the generator controller operating manual for the Units to be provided by Enron Wind to Purchaser in accordance with Exhibit L1.

"Party" or "Parties" means, respectively, Purchaser, Enron Wind or both, as the context requires.

"Payment Schedule" means the schedule of payments to be made by Purchaser to Enron Wind.

"Permitting Cooperation" has the meaning set forth in Section 20.2.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

"Power Curve Test Procedure" has the meaning set forth in Section 7.3.2.

"Power Curve Tests" has the meaning set forth in Section 7.3.2.

"Prime Rate" means the interest rate (sometimes referred to as the "base rate") for large commercial loans to creditworthy entities announced from time to time by Citibank, N.A. (New York), or its successor bank, or, if such rate is not announced, the rate published in *The Wall Street Journal* as the "prime rate" from time to time or, if more than one rate is published, the arithmetic mean of such rates, in either case determined as of the date the obligation to pay interest arises.

"Project" means the integrated wind-powered electric generating facility to be developed by Purchaser at the Project Site, consisting of the Wind Turbine Generators and associated Towers and all other equipment, labor, Services and materials purchased by Purchaser and supplied by Enron Wind under this Agreement, and all other structures, facilities, appliances, lines, conductors, instruments, equipment, apparatus, components, roads and other property comprising and integrated by Purchaser into the entire plant, in respect of such wind-powered electric generating facility.

"Project Site" means the particular site designated by Purchaser on which the Project shall be located.

"Project Specific Load Documents" has the meaning set forth in Section 2.3.3.

"Proxy Unit(s)" has the meaning given in Section 7.3.3.

"Prudent Wind Power Industry Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the wind power industry in North America for similar facilities that at a particular time in the exercise of good judgment would have been expected to accomplish the desired result in a manner that does not require the Units to operate outside of the design and operating parameters set forth in the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications. Prudent Wind Power Industry Practices are not necessarily the optimal standard practices, methods or actions to the exclusion of others, but rather refer to a range of practices, methods and/or actions that are reasonable under the circumstances.

"Punch List Items" means, with respect to any Unit, items of Work for the applicable Unit that do not hinder the safe and commercially reliable operation of the Unit and remain to be performed by Enron Wind prior to Final Completion of the Work for such Unit.

"Purchaser" has the meaning indicated in the preamble of this Agreement.

"Purchaser Caused Delay" means any delay in Enron Wind' or its Subcontractors' performance of the Work which is caused by (i) Purchaser's or any Purchaser Party's failure to timely perform its obligations under the Agreement or (ii) any other event or cause which is beyond the control or not the responsibility of Enron Wind or any of its Subcontractors.

"Purchaser Documents" means all drawings, specifications and other information with respect to the Project and Work to be provided by Purchaser under Section 5.16 in accordance with Purchaser's Documents Submission Schedule set forth in Exhibit L2.

"Purchaser Documents Submission Schedule" means the schedule specified in Exhibit L2, identifying the Purchaser Documents and the dates by which Purchaser shall submit such Purchaser Documents to Enron Wind.

"Purchaser Event of Default" has the meaning set forth in Section 14.2.

"Purchaser Indemnified Party" has the meaning set forth in Section 15.1.1.

"Purchaser Parties" means Purchaser, any Affiliate of Purchaser, and any of their respective Balance of Plant Contractors, subcontractors, employees, laborers, materialmen, agents or representatives which is not a competitor of Enron Wind.

"Purchaser Party" means any of the Purchaser Parties.

"Purchaser Permits" has the meaning set forth in Section 5.10.

"Quality Control Program" means Enron Wind' documented quality plan for the Work, which shall include measures to provide that: (i) the design is properly developed and checked; (ii) materials are accurately specified and ordered; (iii) correct materials are received, properly stored and controlled, (iv) critical parameters and data are identified and checked using proper inspection and testing techniques; (v) special processes such as welding and coatings are correctly performed, inspected and documented; (vi) Commissioning is properly performed; and (vii) nonconforming conditions and/or deficiencies are identified and resolved.

"Real Property Rights" means all rights in or to real property (such as easements or other rights to use or access the Project Site), leases, agreements, licenses, private right-of-ways, and utility and railroad crossing rights required to be obtained or maintained by Purchaser in connection with the construction of the Project on the Project Site, transmission of the electricity generated, performance of the Work or operation of the Project which Enron Wind has agreed to comply with as part of the Contract Price which are set forth in Exhibit V Real Property Rights.

"REP" means the Renewable Electricity Program. [NTD: We would like to have a more specific definition to capture this more accurately. Additional discussion required.]

"Ride Through Capability" has the meaning set forth in Section 2.1.2.

"Roads and Hardstandings Layout" has the meaning specified in Section 5.1.

"SCADA System" means the automated system that collects (i) availability and power generation data from each Unit, (ii) wind direction and speed data and (iii) other Unit operational parameters for the Project as described in Exhibit E.

"SCADA System Commissioning" has the meaning set forth in Section 6.2.3.

"SCADA Technical Specifications" means the description of the SCADA System to be provided by Enron Wind as set forth in Exhibit E.

"Scheduled Unit Commissioning Completion Date" means the scheduled date set forth in the Work Schedule for Commissioning completion of each specific Unit comprised within the Project.

"Scheduled Payments" has the meaning set forth in Section 4.1.

"Scope Change" has the meaning set forth in Section 9.1.

"Scope Change Order" has the meaning set forth in Section 9.2.

"Second Progress Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind as more particularly described in Section 4.1.4.

"Service and Maintenance Agreement" has the meaning set forth in Section 5.13.

"Service Manual" means the Enron Wind service requirements manual for the Units.

"Services" means the Delivery, Technical Field Assistance and Commissioning and other services provided by Enron Wind in connection with the Units as specified in Section 2 and Exhibit B.

"Services Warranty" has the meaning set forth in Section 10.1.7.

"Services Warranty Correction" has the meaning set forth in Section 10.1.8.

"Services Warranty Period" means for each of the Services the first to occur of two (2) years after the date of completion of such Services or the date of Take Over of the Units by Purchaser provided that in no event shall the Services Warranty Period for a particular Service extend beyond one (1) year after the expiration of the original Services Warranty Period.

"Shipment Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind upon Ex-Works shipment of the nacelle for a Unit as more particularly described in Section 4.1.6.

"Enron Wind" has the meaning set forth in the first paragraph of this Agreement.

"Enron Wind Documents" means the drawings, specifications and other information with respect to the Work to be provided by Enron Wind under Section 2.3 in accordance with Enron Wind' Documents Submission Schedule set forth in Exhibit L1.

"Enron Wind Documents Submission Schedule" means the schedule specified in Exhibit L1, identifying the Enron Wind Documents and the dates by which Enron Wind shall submit such Enron Wind Documents to Purchaser.

"Enron Wind Event of Default" has the meaning set forth in Section 14.1.

"Enron Wind Indemnified Party" has the meaning set forth in Section 15.1.2.

"Enron Wind Manuals" means collectively the Operating Manual, Assembly Manual and the Service Manual.

"Enron Wind Parties" means Enron Wind, any Affiliate of Enron Wind, any Subcontractors of Enron Wind, and any of their respective Subcontractors, employees, laborers, materialmen, agents or representatives, and "Enron Wind Party" means any of the foregoing.

"Enron Wind Permits" has the meaning set forth in Section 2.4.

"Site Calibration" means a test to determine the flow correction factors due to the topography at each Power Curve Proxy Unit location. The flow correction factors are obtained by erecting a temporary meteorological mast at the Proxy Unit location and a second meteorological mast located a prescribed direction and distance from the Proxy Unit location. The factors shall relate hub height wind speed at the Proxy Unit location with hub height wind speed at the meteorological mast as well as wind shear at the two locations.

"Six Month Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind six (6) months after the Effective Date as more particularly described in Section 4.1.3.

"Spare Parts" means parts that are supplied to the Purchaser by Enron Wind.

"Special Installation Tools" means the erection tools and lifting equipment for the erection and installation of the Units, which shall be loaned to Purchaser pursuant to Section 2.6.

"Subcontractor" means any Person of any tier supplying equipment, material or services to Enron Wind in connection with the performance of Enron Wind' scope of Work, including Affiliates of Enron Wind or other subsidiaries of Enron Wind.

"Take Over" has the meaning set forth in Section 6.4.

"Technical Field Assistance" or "TFA" means prudent technical guidance and advice at the Project Site and at the applicable Delivery point based upon Prudent Wind Industry Practices, Applicable Standards, Applicable Laws, engineering, manufacturing, Commissioning and installation standards for the Units and associated systems, equipment and materials provided by Enron Wind, including the SCADA System, but excludes any supervision, management or evaluation of Purchaser's or its contractors' personnel, agents or subcontractors and work relating thereto, and any responsibility for planning, scheduling or management of Purchaser's work.

"Technical Specifications" means collectively the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications.

"Termination for Cause" has the meaning set forth in Section 14.1.

"Third Progress Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind as more particularly described in Section 4.1.5.

"Tower" means the tubular steel tower upon which the Wind Turbine Generator shall be mounted, including all ladders, platforms, internal lighting, safety cables, and all other parts and assemblies supplied by Enron Wind in accordance with this Agreement.

"TPPI" has the meaning set forth in Exhibit S1.

"Transportation Charges" has the meaning set forth in Section 4.1.12.

"Transportation Permits" has the meaning set forth in Section 2.8.

"Transportation Survey" has the meaning set forth in Section 2.8.

"Unit" means any one (1) Wind Turbine Generator and its associated Tower purchased by Purchaser and supplied and Commissioned by Enron Wind hereunder.

"Unit Commissioning Completion" means that Enron Wind has completed Commissioning of the Unit in accordance with the requirements of this Agreement and has revised/prepared and submitted to Purchaser the Punch List Items for such Unit, if any.

"Unit Commissioning Completion Certificate" means the form of Unit Commissioning Certificate set forth in Exhibit M2.

"Unit Commissioning Payment" means the portion of the Contract Price payable hereunder by Purchaser to Enron Wind upon Unit Commissioning Completion as more particularly described in Section 4.1.8.

"Warranty" has the meaning set forth in Section 10.1.1.

"Warranty Correction" has the meaning set forth in Section 10.1.2.

"Warranty Period" means, for each Unit until the first to occur of (a) the earlier of five (5) years after the date upon which such Unit achieves Unit Commissioning Completion or Take Over of the Unit or (b) sixty six (66) months after the date of Delivery of the last Major Component of the Unit by Enron Wind unless Unit Commissioning Completion of such Unit is not completed by the Guaranteed Unit Commissioning Completion Date due to any action or inaction of Enron Wind which is not otherwise excused under this Agreement, in which event such sixty six (66) months after the date of Delivery of the Unit shall be extended by the time period of such unexcused delay.

"Weather Delay" means any weather related event that wholly or partly prevents or delays the performance of any obligation of Enron Wind under the Agreement, including the movement of transportation equipment to a Unit location or from a Unit location to another Unit location, to the extent that such event is not within the reasonable control, directly or indirectly, and not the fault, of Enron Wind; and, despite the exercise of reasonable diligence, could not be prevented or avoided by Enron Wind. A Weather Delay shall include, but is not limited to, any delay caused by one (1) or more of the following: drought, storm, snow, blizzard, frost, sleet, ice, hail, rain, tornado, volcano, hurricane, tsunami, lightning in the area of the Project Site or other weather condition, including icing of the blades, anemometer and/or other components of the Unit.

"Willful Misconduct" has the meaning set forth in Section 15.1.1.

"Wind Delay" means with respect to any start-up, inspection or Commissioning activities requiring Unit operations, winds less than six (6) meters per second or exceeding eighteen (18) meters per second at the hub height of the Unit measured by the wind anemometer on the top of the commissioned Unit nearest to the Unit(s) being commissioned which delays Enron Wind' performance of the Work.

"Wind Turbine Generator" or "WTG" means a SWT-3.2-113 (60 Hz.) model wind turbine generator, purchased by Purchaser and supplied and Commissioned by Enron

Wind hereunder as more particularly described in the Wind Turbine Generator Technical Specifications set forth in Exhibit D and the SCADA Technical Specifications set forth in Exhibit E.

"Wind Turbine Generator Technical Specifications" means the description of the Wind Turbine Generator and Tower to be provided by Enron Wind as set forth in Exhibit D.

"Work" means Enron Wind' scope of Work with respect to the Units, Major Components, SCADA Systems, and associated Services and other work supplied by or on account of Enron Wind and its Subcontractors pursuant to its obligations specified in this Agreement and as identified as Enron Wind' responsibility in Exhibit B.

"Work Schedule" means that certain schedule governing Enron Wind' provision of the Work and Purchaser's performance of certain obligations, attached hereto as Exhibit C, as modified and replaced pursuant to Section 2.1.5.

1.2 Rules of Interpretation.

Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement have the meanings specified in this Article; (ii) the singular shall include the plural and vice versa; (iii) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" (if any) shall be to articles, sections, schedules, annexes, appendices or exhibits (if any) of this Agreement; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in Canada, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, if any, as the same may be amended, modified, supplemented or replaced from time to time; (viii) references to any agreement, document or instrument, if any, shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time; (ix) the gender of all words used herein shall include the masculine, feminine and neuter; and (x) the use of the word "includes" or "including" in this Agreement to refer to specific examples shall be construed to mean "includes without limitation" and "including without limitation", respectively and shall not be construed to mean that the examples given are an exclusive list of the topics covered. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

ARTICLE 2

PERFORMANCE OF THE WORK AND OBLIGATIONS OF ENRON WIND

2.1 Work to be Performed by Enron Wind.

2.1.1 General.

Purchaser hereby retains Enron Wind to perform and provide, or cause to be performed and provided, and Enron Wind hereby agrees to perform and provide, or cause to be performed or provided, all of the Work specified as being Enron Wind' scope of Work in Exhibit B for either sixty five (65), sixty six (66), sixty seven (67) or sixty eight (68) Units, as shall be identified in Purchaser's Intent to Issue NTP notification to Enron Wind, in accordance with the terms of this Agreement, as an independent contractor and not an agent or employee of Purchaser. Without limiting the foregoing, Enron Wind shall, at its own cost and expense perform and provide, or cause to be performed and provided, the (i) design, engineering, fabrication, manufacturing, Delivery, Technical Field Assistance for Purchaser's unloading, assembling, erection, installation and Mechanical Completion of the Units, and Commissioning the Units in accordance with the Wind Turbine Generator Technical Specifications and the SCADA System specifications set forth in Exhibit D and Exhibit E, respectively; (ii) provide the Consumable Supplies and Enron Wind Documents; and (iii) provide the Special Installation Tools in accordance with Section 2.6, for the Contract Price set forth in Article 4, as adjusted in accordance with the provisions of this Agreement. The color of the Units shall be light grey (RAL 7035) [NTD: Additional discussion regarding markings/logos requested by Purchaser] The Technical Field Assistance and Commissioning scope of Work to be provided by Enron Wind is set forth in Exhibit B2. The general WTG interfaces and exclusions are set forth in Exhibits B3 and B4.

2.1.2. Notice to Proceed.

Purchaser shall deliver to Enron Wind an Intent to Issue NTP which shall include the anticipated date of NTP at least three (3) months prior to the issuance of NTP for the Project. On or before occurrence of the NTP Deadline, Purchaser shall deliver to Enron Wind a Notice to Proceed. The obligations of the Parties shall not take effect until Purchaser submits a Notice to Proceed to Enron Wind. The date that Purchaser submits a Notice to Proceed to Enron Wind shall be known as the "Commencement Date". Based on the current Work Schedule, Purchaser must issue a written Notice to Proceed to Enron Wind by no later than the NTP Deadline. If at any time prior to issuance of Notice to Proceed, Purchaser notifies Enron Wind in writing that the timing of the Project has changed so that the Work Schedule is no longer accurate, Enron Wind and Purchaser shall negotiate in good faith to undertake a Scope Change Order amending the Work Schedule and amending the corresponding NTP Deadline based on the equitable adjustment necessary to overcome any delays and taking into account any prior committed orders for turbines Enron Wind must fulfill. Any references herein to the NTP Deadline shall be deemed to be the NTP Deadline, as adjusted in accordance with the foregoing. If Purchaser has not issued the Notice to Proceed to Enron Wind by the NTP Deadline, Enron Wind shall have no further obligations under this Agreement. On and after the Commencement Date, Purchaser's termination for convenience of this Agreement shall be in accordance with Section **Error! Reference source not found.** of this Agreement. Prior to Purchaser's delivery of NTP, Enron Wind shall have no obligation to deliver Units under this Agreement. In the event that Notice to Proceed has not been issued by the NTP Deadline, then either Purchaser or Enron Wind shall have the right to terminate this Agreement pursuant to this Section 2.1.2 upon issuance of written notice of such termination. Any termination pursuant to this Section 2.1.2 shall be effective five (5) days following the receipt of the notice of termination by the non-terminating Party, and thereafter, aside from the payment of any amounts due by the Parties under the Agreement through and including the effective date of the termination, neither Party shall have any further obligations or liabilities hereunder, save and except for those obligations which expressly or by their nature are intended to survive the termination of this Agreement, including **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, and Article 19.

2.1.3 Grid Compliance.
Provided that Purchaser's electrical facility as well as that of the interconnection system are compatible with the operation of the Wind Turbine Generator converters, the Wind Turbine Generators, including the SCADA System described below, shall have low voltage ride through capability rated to handle down to zero percent (0%) retained voltage for up to eight hundred fifty (850) milliseconds, down to fifteen percent (15%) retained voltage for up to one point six (1.6) seconds, down to forty percent (40%) retained voltage for up to two point six (2.6) seconds, down to seventy percent (70%) retained voltage for up to eleven (11) seconds, and down to eighty-five percent (85%) retained voltage for up to two hundred (200) seconds, measured from the occurrence of the fault, assuming that the network system characteristics are suitable, as determined by simulation ("Ride Through Capability"), as set forth in Exhibit I2. Evaluation of the Wind Turbine Generator Ride Through Capability in the specific network system must be based on simulation studies using the specific network system model and a dynamic wind turbine generator model provided by Enron Wind in either PSS/E or DigSilent, which model is a reduced order model suitable for balanced simulations with time steps between four (4) to ten (10) milliseconds. The reactive power capability of the Units is set forth in Exhibit I3. The Contract Price, Work Schedule and/or other impacts due to any change in Enron Wind' scope of Work required to comply with any Project Site specific requirements, including any specific transmission interconnection requirements and any additional grid code requirements, shall be borne by Purchaser.

2.1.4 SCADA System.

As part of the Unit, Enron Wind shall provide its SCADA System for the SWT-3.2-113 model Wind Turbine Generator, which includes (i) suitable optical interface arrangements in each Unit, and (ii) a central server with an operational and complete control and monitoring system, including software and software licenses associated with the SCADA System. The Enron Wind SCADA System provided by Enron Wind is described in Exhibit E and the SCADA interface and test requirements are set forth in Exhibit E3.

2.1.5 Meteorological System.

As an option, if so requested by Purchaser, and subject to an increase in the Contract Price, Enron Wind shall provide a meteorological system(s) which consists of (i) a data logger, (ii) booms, (iii) meteorological instrumentation, consisting of (a) calibrated anemometers, (b) wind direction vane and (c) temperature, rain and pressure sensors, and (iv) the cabling on the meteorological mast between the sensors and the data logger, for a single mast, subject to the interface requirements set forth in Exhibit E1 (the "Meteorological System"). The Meteorological System is exclusive of, and does not include, any meteorological masts, cabling or broadband connections.

2.1.6 Detailed Work Schedule.

In accordance with Exhibit L1, Enron Wind shall provide a detailed work schedule for the Work which shall be consistent with the Work Schedule set forth in Exhibit C, but shall provide a breakdown of the Work in much greater detail. Upon issuance of this detailed work schedule by Enron Wind, it shall replace the schedule set forth in Exhibit C at the time of execution of the Agreement and thereafter become the Work Schedule for all purposes under this Agreement.

2.2 Scheduling and Monitoring of Milestones.

2.2.1 Generally.

Enron Wind shall Deliver the Major Components of the Units to the Project Site prior to or by the applicable Guaranteed Unit Delivery Date. Enron Wind shall provide periodic reports to Purchaser concerning the status of Enron Wind' activities as specified in Section 2.2.3. Enron Wind shall achieve Unit Commissioning Completion on or prior to the Guaranteed Unit Commissioning Completion Date for each Unit; provided that Purchaser has provided the Backfeed Power by the Guaranteed Backfeed Power Date and has otherwise timely complied with its obligations under this Agreement, including its obligations under Article 4 and Article 5, to the extent such failure to comply delays Enron Wind' performance of the Work. Enron Wind shall use commercially reasonable efforts to achieve Final Completion of its Work for the Project on or prior to the Anticipated Final Completion Date.

2.2.2 Timing of Deliveries.

(a) Enron Wind may Deliver components of the Units up to thirty (30) days earlier than the dates specified therefor on the Work Schedule in Exhibit C.

(b) If (i) Purchaser requests in writing that any component of a Unit(s) be placed in storage and designates the storage location, or (ii) Purchaser fails or is unable to accommodate Delivery of the Unit(s) at the Project Site, then Enron Wind shall, following the arrival of the components of such Unit(s) at the port of import into Canada or the completion of the components if the manufacturing/assembly is performed within North America, transport the applicable components of the Unit(s) to the storage location designated in writing by Purchaser, if possible, or to a storage location selected by Enron

Wind if Purchaser has not designated a storage location or if transportation to the storage location designated in writing by Purchaser is impracticable. Any such storage shall be in accordance with the Enron Wind preservation procedures as set forth in Exhibit H6. Purchaser shall give Enron Wind at least thirty (30) days prior written notice of Purchaser's request to remove any components in the Unit(s) from storage for Delivery to the Project Site. In either event, the Delivery of such components of the Unit shall be deemed to have occurred upon placement of such components of the Units into storage and Purchaser shall be responsible for all costs incurred by Enron Wind in transporting such components of the Unit(s) to the storage location, as well as all additional expenses incurred by Enron Wind as a result of such storage, including, but not limited to, unloading, preparation for and placement into storage, handling, storage costs, inspection, preservation, taxes and insurance. Such costs plus thirty percent (30%) to cover Enron Wind' administrative expenses shall be paid by Purchaser within thirty (30) days after the date of Enron Wind' invoice therefor.

(c) Provided that Purchaser has timely made each payment when due under Section 2.2.2(b), Enron Wind shall, upon written request from Purchaser, arrange for removal of such components of the Unit(s) from the storage location and shall transport such components to the Project Site designated by Purchaser in writing. Purchaser shall be responsible for all costs incurred by Enron Wind in removing such components of the Unit(s) from storage and the extra costs of transporting such components of the Unit(s) to the Project Site. Such costs plus thirty percent (30%) to cover Enron Wind' administrative expenses shall be paid by Purchaser within thirty (30) days after the date of Enron Wind' invoice therefor.

(d) The applicable Guaranteed Unit Delivery Date to the Project Site and the Anticipated Final Completion Date for any Unit(s) being held in storage in accordance with Section 2.2.2(b) shall be subject to equitable adjustment in accordance with Article 9. The Guaranteed Unit Delivery Dates and Anticipated Final Completion Dates for Units not placed in storage shall be equitably extended to the extent reasonably required as a result of the storage of the other Unit(s). Any such storage shall be in accordance with the Enron Wind preservation procedures. Purchaser shall give Enron Wind at least thirty (30) days prior written notice of Purchaser's request to remove any components of the Unit(s) from storage for Delivery to the Project Site.

2.2.3 Progress Reports.

In accordance with Exhibit L1, Enron Wind shall submit monthly progress reports to Purchaser pertaining to the progress of the manufacturing activities for the Units. In connection with such reports, Enron Wind shall identify any circumstances known at the time of reporting affecting such manufacturing activities which could be anticipated to cause a material deviation from the Work Schedule. Once the work has commenced at the Project Site, after Enron Wind mobilizes to the Project Site, and if Purchaser reasonably requests in writing, Enron Wind shall attend Project meetings at mutually agreeable times at the Project Site between representatives of Purchaser and Enron Wind to review the status of the Project Site work.

2.3 Enron Wind Documents.

2.3.1 Submission of Enron Wind Documents.

Enron Wind shall submit to Purchaser in a timely manner one (1) copy of the Enron Wind Documents listed in Enron Wind' Documents Submission Schedule set forth in Exhibit L1 in accordance with the dates set forth therein. Enron Wind shall also submit to Purchaser, periodically within a reasonable time after the written request therefor, a current list showing what Enron Wind Documents have been submitted to Purchaser in accordance with Enron Wind' Documents Submission Schedule.

2.3.2 Purchaser Comment.

Except as otherwise provided in this Agreement, within fifteen (15) days of receipt of any Enron Wind Document required to be submitted to Purchaser for review under this Agreement, Purchaser shall notify Enron Wind of any resulting comments or questions. If Purchaser fails to respond within such period, then such drawing or document shall be deemed to have been reviewed and approved by Purchaser. Enron Wind shall, within fifteen (15) days of Purchaser's notification of any comments or questions on any Enron Wind Document respond to Purchaser's comments or questions; provided that Enron Wind shall not be required to change the design of the Unit pursuant to such Purchaser comments or questions.

2.3.3 Submission of Tower Foundation Loads.

As of the Effective Date, Enron Wind has provided Purchaser with the preliminary foundation loads as set forth in Exhibit H2 for Purchaser's information. Enron Wind shall deliver to Purchaser, in accordance with Exhibit L1, Enron Wind' Project specific load documents for the foundation loads for the Project Site for the Units and the foundation bolt pattern drawings (the "Project Specific Load Documents"). At such time as Enron Wind submits Project Specific Load Documents, Enron Wind represents to Purchaser that the Project Specific Load Documents for the Towers onto which the Wind Turbine Generators shall be installed are accurate for use as the basis for developing a foundation design for the Units based upon the representations that have been made by Purchaser in the Project Climatic Data Sheet for the specific Project Site in Exhibit G1; provided that the specific foundation loads provided by Enron Wind shall not include any seismic activity considerations unless the seismic requirements are specified by Purchaser in the Project Climatic Data Sheet. The Project Climatic Data Sheet is Purchaser's representation of the climatic conditions at the Project Site upon which Enron Wind may rely, without independent verification, in performing its design obligations under this Agreement and which are the basis of Enron Wind' performance guarantees and which Enron Wind has used in developing the Project Specific Load Documents and in compiling the Climatic Conditions Review set forth in Exhibit G3.

2.3.4 Certificates of Design Approval.
Enron Wind will provide (i) a DNV Type Certificate of Design Approval for the Wind Turbine Generator in accordance with IEC 61400-1, 2005 edition 3, for the appropriate

Site Wind Class and (ii) if requested in writing by Purchaser and at Purchaser's expense, if the Tower is Project Site specific, a Project Site specific verification for the Tower up to the appropriate Site Wind Class in accordance with IEC 61400-1, 2005 edition 3 based on the Project Site conditions provided by Purchaser.

2.4 Permits.

Subject to Section 5.10, Enron Wind shall obtain and maintain the Applicable Permits required to be obtained by Enron Wind in its name to perform the Work under Applicable Laws and the Transportation Permits (the "Enron Wind Permits"). If any Enron Wind Permit (or application therefor) requires action by Purchaser, Purchaser shall, upon the request of Enron Wind take such action as is reasonably appropriate.

2.5 Consumable Supplies.

2.5.1 Consumable Supplies.

Enron Wind shall supply the consumable parts and supplies required for the start-up and Commissioning of the Units, including the initial filling of lubricating oil, (the "Consumable Supplies"). Consumable Supplies do not include any Spare Parts or any consumable parts used or necessary for use in connection with the assembly, erection, installation, Mechanical Completion, operation, service and/or maintenance of the Units. Enron Wind shall verify that an initial stock of Consumable Supplies is supplied for storage by Purchaser at the Project Site no later than the date of Mechanical Completion of the first Unit. Purchaser shall store the Consumable Supplies at a suitable location at the Project Site, at no cost or expense to Enron Wind.

2.5.2 Not Used.

This Section intentionally left blank.

2.6 Special Installation Tools.

Except as otherwise set forth in this Section, Enron Wind shall loan Purchaser the Special Installation Tools at no additional charge to Purchaser in accordance with Exhibit B5. If Purchaser retains any of the Special Installation Tools longer than the time period provided in Exhibit B5, then Purchaser shall pay Enron Wind' standard rental rate(s) for the excess period of time that it retains such Special Installation Tools. Purchaser shall also, at its sole cost and expense, be responsible for: (i) the return transportation to the applicable point of origin or other mutually agreed to location of such Special Installation Tools provided to it by Enron Wind and (ii) returning the Special Installation Tools to Enron Wind in the same condition as originally provided by Enron Wind, excluding normal wear and tear. Any broken or damaged Special Installation Tools shall be replaced or repaired at Purchaser's expense.

2.7 Operating Manual.

In accordance with Exhibit L1, Enron Wind shall prepare an Operating Manual and deliver to

Purchaser two (2) sets in bound volumes and one (1) set in electronic format to the extent that the information contained therein is available in electronic format. Thereafter until the end of the Warranty Period, Enron Wind shall provide Purchaser with periodic updates and revisions to the Operating Manual, as the same may be made from time to time.

2.8 Transportation Survey.

Enron Wind shall conduct a transportation survey of the proposed transportation route to be used to transport the components of the Units from the port of import and/or any North American manufacturing/assembly facility to the Project Site entrance (the "Transportation Survey"). Enron Wind shall complete the Transportation Survey and transmit the results to Purchaser within approximately ninety (90) days after the Effective Date. In performing such Transportation Survey, Enron Wind shall attempt to identify the relevant Applicable Permit requirements and the readily observable structural modifications, upgrades and/or repairs to public roads and other transportation infrastructure that may be required to permit the transport of the Units to the Project Site entrance and applicable deviations thereof from the requirements of Exhibit H1, provided, however, that Enron Wind' failure to identify any necessary modification, upgrade and/or repair shall not relieve Purchaser of the responsibility for the costs of such modification, upgrade and/or repair once such necessary modification, upgrade and/or repair is identified. Enron Wind shall apply for the necessary Applicable Permits from Governmental Authorities for the transportation of the Units to the Project Site entrance (the "Transportation Permits") as contemplated by the Transportation Survey on a schedule and in a manner reasonably planned to obtain such Transportation Permits at the earliest time permitted by such Governmental Authorities prior to the commencement of the deliveries to the Project Site. The Transportation Charges do not include the costs of any necessary structural modifications, improvements, upgrades and/or repairs to the public roads and other transportation infrastructure, which structural modifications, upgrades and/or repairs to the public roads and other transportation infrastructure shall be provided by Purchaser.

2.9 Enron Wind' Labor.

2.9.1 Disorderly Conduct.

Enron Wind shall be responsible for the conduct and deeds of its labor and its Subcontractor's labor in the performance of the Work under this Agreement. Enron Wind shall take reasonable precautions to prevent the unlawful, riotous or disorderly conduct by or among such labor and for the preservation of peace, protection and safety of Persons and property in the area of the Project Site against the same. Enron Wind shall not interfere with any members of any authorized police, military or security force in the execution of their duties.

2.9.2 Labor Disputes.

Enron Wind shall use reasonable efforts to minimize the risk of labor-related delays or disruptions of the progress of the Work. Enron Wind shall promptly take reasonable steps that may be available in connection with the resolution of violations of collective bargaining agreements or labor jurisdictional disputes, including the filing of appropriate processes with any court or administrative agency having jurisdiction to settle, enjoin or award damages resulting from violations of collective bargaining agreements or labor jurisdictional disputes. Enron Wind shall notify Purchaser promptly, in writing, of any actual or threatened labor dispute of which Enron Wind has knowledge that might materially affect the performance of the Work by Enron Wind or by its Subcontractors. Notwithstanding the foregoing, the settlement of its strikes, walkouts, lockouts or other labor disputes shall be at the discretion of Enron Wind.

2.10 Safety and Emergencies.

2.10.1 Safety.

Enron Wind shall initiate and maintain reasonable safety precautions and programs to conform with Applicable Laws and Prudent Wind Power Industry Practices designed to prevent injury to persons (including members of the public and the employees, agents, contractors, consultants and representatives of Purchaser, Enron Wind and its Subcontractors) while performing Work on the Project Site. Enron Wind shall exercise reasonable efforts to eliminate or abate reasonably foreseeable safety hazards created by or otherwise resulting from the performance of the Work. Enron Wind shall, and shall cause its employees, agents and Subcontractors to, follow all safety measures and procedures normally utilized by Enron Wind in performing the Work at the Project Site. Enron Wind may suspend its performance of the Work at the Project Site, if, in the reasonable opinion of Enron Wind, based upon Prudent Wind Power Industry Practices and Enron Wind' safety programs, conditions at the Project Site for which Enron Wind is not responsible become unsafe for the continued performance of the Work and such conditions are not rectified by Purchaser within two (2) days after notification by Enron Wind. Enron Wind shall resume its performance of the Work promptly after the unsafe conditions are rectified by Purchaser. Enron Wind shall be entitled to a Scope Change Order to compensate Enron Wind for the increased cost of its performance and/or schedule delay resulting from such suspension of the Work.

2.10.2 Emergencies.

In the event of any emergency endangering persons or property relating to or as a result of the performance of the Work, Enron Wind and Purchaser shall take such action as may be reasonable and necessary to prevent, avoid or reduce the likelihood of injury, damage or loss and shall, as soon as possible, report any such incidents, including responses thereto, to the other Party. Whenever, in Purchaser's reasonable opinion, Enron Wind has not taken reasonable precautions for the safety of the public or the protection of the Work or of structures or property on or adjacent to the Project Site, if applicable to the Work, Purchaser may, but shall be under no obligation to, take such action as is reasonably necessary under the circumstances. The taking of such action by Purchaser or Purchaser's failure to do so shall not limit Enron Wind' obligations or liability hereunder. Enron Wind shall reimburse Purchaser for any reasonable costs incurred by Purchaser in taking such actions for which Enron Wind is responsible hereunder in the event of an emergency.

2.11 Hazardous Materials.

Enron Wind shall not, nor shall it permit any Subcontractor to bring any Hazardous Materials onto the Project Site or incorporate any Hazardous Material into any Unit, other than Hazardous Materials to be used by Enron Wind or any Subcontractor in a manner that both (a) does not violate any environmental Applicable Laws, and (b) is consistent with customary business practice for the manufacturing, Delivery, start-up, and Commissioning the Units. To the extent that the negligent release of any Hazardous Materials brought onto the Project Site by Enron Wind, its Affiliates or any Subcontractor is caused by Enron Wind or its Affiliates or any Subcontractor, Enron Wind shall bear the responsibility and liability for such release. Enron Wind shall use reasonable efforts to minimize the use of Hazardous Materials in the manufacturing, Delivery, starting and Commissioning of the Units. Enron Wind shall maintain an updated file of the material safety data sheets for all Hazardous Materials used in connection with performance of Enron Wind' Work, or used by or on behalf of Enron Wind or its Subcontractor(s) at the Project Site and shall deliver an update of such file to Purchaser no more than thirty (30) days after the end of each month during the performance of the Work at the Project Site. To the extent applicable, Enron Wind shall implement and administer a Hazardous Materials handling program for its employees and Subcontractors who are working at the Project Site which shall include development of guidelines and training with respect to the proper handling, use and disposal of Hazardous Materials and the development, implementation and enforcement of procedures for notification of Purchaser and appropriate Governmental Authorities about, and clean-up of, spills and other emissions of Hazardous Materials in connection with the performance of the Work at the Project Site.

In the event that Enron Wind encounters any Hazardous Materials or other hazardous conditions at the Project Site, Enron Wind shall immediately stop Work in the area affected and report the condition to Purchaser. Enron Wind shall not have any liability arising from pre-existing Hazardous Materials at the Project Site or Hazardous Materials introduced upon the Project Site by Purchaser, any other contractor of Purchaser or any third party.

2.12 Clean-up.

As soon as practicable after the achievement of Unit Commissioning Completion of the last Unit for the Project, Enron Wind shall remove all of its equipment and materials, not constituting part of the Units or Spare Parts or required to achieve Final Completion or for the service and maintenance of the Units, from the Project Site and collect the waste material and rubbish resulting from the Work for disposal by Purchaser.

2.13 Quality Control Program.

In accordance with Exhibit L1, Enron Wind shall submit to Purchaser a Quality Control Program. Within fifteen (15) days of such submission, Purchaser shall notify Enron Wind in writing of Purchaser's comments if any on the draft Quality Control Program; provided, however, that Purchaser agrees that a Quality Control Program certified to the ISO 9001 quality system is acceptable without any Purchaser comments being applicable. Within fifteen (15) days after receipt of written notice of Purchaser's comments on the Quality Control Program, if applicable, Enron Wind shall make appropriate changes to the draft Quality Control Program to respond to Purchaser's comments and shall resubmit the final Quality Control Program to Purchaser. Enron Wind shall provide Purchaser, upon reasonable written notice, escorted access during normal working hours to the facilities of Enron Wind and its Subcontractors for Major Components to enable verification of quality processes.

2.14 Purchaser's Right to Inspect; Correction of Defects.

2.14.1 Right to Inspect.

Purchaser and its authorized representatives reasonably acceptable to Enron Wind shall have the right to inspect the Work and to maintain personnel at the Project Site and to visit the manufacturing/assembly facilities of Enron Wind' and its Subcontractors' for Major Components with an aggregate contract value of over Ten Million Canadian Dollars (C$10,000,000) for such purpose, subject in all cases to: (i) such inspection(s) having been pre-arranged with Enron Wind; (ii) Enron Wind' and its Subcontractors' reasonable requirements and precautions at such locations with respect to security, ity, health and safety; and (iii) so long as such inspection and presence does not unreasonably interfere with or delay the completion of the Work and Enron Wind' performance of its obligations hereunder. Such inspection of any part of the Work shall in no way relieve Enron Wind of its obligations to perform the Work in accordance with this Agreement. Purchaser shall provide Enron Wind at least twenty-one (21) calendar days prior written notice of any requested inspection.

2.14.2 Correction of Defects.

Enron Wind shall promptly correct or replace any part of the Work that is found during any such inspection by Purchaser or such authorized representatives not to be in conformance with the requirements of this Agreement regardless of the stage of its completion or the time or place of the discovery of such nonconformance in accordance with, and subject to, the provisions of Article 10.

2.15 No Liens and Final Lien Waiver.

2.15.1 No Liens.

Except for Purchaser's failure to make payments required under this Agreement, including for Scope Changes, to resolve other claims of Enron Wind within a reasonable time period after learning of such claims, or as permitted pursuant to Section 13.1, Enron Wind shall not directly or indirectly create, incur, assume or suffer to be created by any Enron Wind Party any claim, Lien, charge or encumbrance on the Project Site, any Unit or any part of, or interest in, any thereof. Enron Wind shall promptly pay or discharge, and discharge of record, any such claim, Lien or encumbrance for labor, materials, supplies or other charges which, if unpaid, might be or become a Lien upon the Project Site, any Unit or any component thereof. In the event a Subcontractor files a Lien against the Project Site, any Unit or any component thereof, Enron Wind shall, within thirty (30) days of the date of filing thereof, either (i) pay or discharge such claim and have such Lien removed, or (ii) obtain bonds in accordance with Applicable Laws from a reputable surety company sufficient to remove or discharge such claim or Lien. Enron Wind shall notify Purchaser in writing of the assertion of any Lien or encumbrance against the

Project Site, any Unit or any part thereof promptly upon learning of such Lien or encumbrance. Upon the failure of Enron Wind promptly to pay, discharge or bond over any Lien or encumbrance as required hereby within thirty (30) days of written notice of the existence thereof from Purchaser, Purchaser may, but shall not be obligated to, pay, discharge or obtain a bond or security for such Lien or encumbrance and, upon such payment, discharge or posting of security therefor, shall be entitled to promptly recover from Enron Wind the amount thereof together with the actual direct cost incurred by Purchaser in connection with such payment or discharge to be substantiated to the reasonable satisfaction of Enron Wind, or set off such amounts against any sums owed by Purchaser pursuant to this Agreement to Enron Wind.

2.15.2 Final Lien Waiver.

Upon the final payment by Enron Wind to each of its Major Subcontractors performing work at the Project Site and to any Tower vendor with operations in the United States or Canada, each as applicable, Enron Wind shall obtain unconditional, final Lien Waivers relating to such Major Subcontractor's performance of the Work, and shall deliver copies of such Lien Waivers to Purchaser. At the time of submission of Enron Wind' final invoice hereunder, Enron Wind shall submit a duly executed final Lien Waiver relating to Enron Wind' performance of the Work, conditioned only upon receipt of such final payment substantially in the form set forth in Exhibit U.

2.16 Compliance with Real Property Rights.

Enron Wind shall comply with the restrictions contained in the Real Property Rights affecting the Work at the Project Site as identified by Purchaser in Exhibit V, which shall be provided by Purchaser to Enron Wind at least ninety (90) days prior to the commencement of Work at the Project Site. In the event that Enron Wind' compliance with such rights causes an increase in Enron Wind' costs of performance or impacts the Work Schedule, an equitable adjustment in the Contract Price and Enron Wind' schedule shall be mutually agreed by the Parties and implemented by a Scope Change Order in accordance with Article 9. To the extent Enron Wind becomes aware of same, Enron Wind shall promptly notify Purchaser upon the occurrence, or likely occurrence, of a dispute, conflict, confrontation or other similar problem, or potential problem, involving one or more owners or occupiers of land so situated as to potentially result in a situation that may have a material adverse effect upon the performance of the Work. Enron Wind shall reasonably cooperate with Purchaser, at Purchaser's expense, in resolving all such problems.

2.17 Technical Field Assistance.

As part of its Work, Enron Wind shall provide Technical Field Assistance, through certain Enron Wind representatives, for up to the Manweek levels for the disciplines set forth in Exhibit B2 on a resident basis at the Project Site or such other location as is mutually agreed upon by the Parties in writing, to support Purchaser's unloading, erection, installation and Mechanical Completion of the Units in accordance with the TFA Scope set forth in Exhibit B2 and the Work Schedule. Any Technical Field Assistance provided for each discipline in excess of the levels set forth in Exhibit B2 shall be provided to Purchaser following its written request, to the extent that such personnel are available, at Enron Wind' standard rates in effect at the time such excess Technical Field Assistance is provided. The request for additional personnel shall be made not less than thirty (30) days prior to the date such personnel are required to report to the Project Site. Any time spent by Enron Wind' Technical Field Assistance personnel assisting Purchaser in the planning and scheduling of Purchaser's work is chargeable against the number of Manweeks of Technical Field Assistance for the Project.

In accordance with Exhibit L1, Enron Wind shall provide Purchaser with its latest Assembly Manual that it maintains for performing Unit assembly, erection, installation and Mechanical Completion work. However, Purchaser shall be responsible for developing all procedures required to perform its unloading, erection, installation and Mechanical Completion work. Enron Wind' Technical Field Assistance representatives shall provide technical guidance and advice during the development of such procedures if required and such Technical Field Assistance shall be to Purchaser's account.

The Technical Field Assistance representatives shall possess the relevant technical expertise required to perform the scope of Work to which they are assigned. The sixty (60) hour work schedule of the Technical Field Assistance representatives shall be aligned to the requirements of the Balance of Plant Contractor's work schedule, provided that such schedule must be submitted to Enron Wind sixty (60) days prior to the commencement of Work by such Technical Field Assistance representatives. The Technical Field Assistance representatives shall attend meetings at the Project Site as requested in writing by Purchaser.

ARTICLE 3

SUBCONTRACTORS

3.1 Subcontractors.

Purchaser acknowledges that Enron Wind intends to have portions of the Work performed by Subcontractors qualified to perform such Work pursuant to written subcontracts between Enron Wind and such Subcontractors. No contractual relationship shall exist between Purchaser and any Subcontractor with respect to the Work. Enron Wind shall require and shall cause its Subcontractors to perform their portions of the Work in accordance with the technical requirements of the Agreement. Enron Wind agrees that it shall be fully responsible to Purchaser for the acts and omissions of Enron Wind' Subcontractors and of Persons directly or indirectly employed by them in performing the Work, as it is for the acts or omissions of Persons directly employed by Enron Wind. Nothing contained herein shall obligate Purchaser to pay any Subcontractor and Enron Wind shall be solely responsible for paying each Subcontractor and any other Person to whom any amount is due from Enron Wind in connection with the Work.

3.2 Subcontracts.

No subcontract or purchase order shall bind or purport to bind Purchaser.

3.3 Subcontractors Performing Work at the Project Site.

If Enron Wind uses Subcontractors at the Project Site, Enron Wind shall select and retain qualified and skilled Subcontractors to perform the Work. In addition, Enron Wind shall require Major Subcontractors, excluding any transport companies, to maintain insurance, with limits consistent with their scope of work, similar to the insurance required of Enron Wind pursuant to Section 12.1 hereunder. Subcontractors who will participate in Work at the Project Site shall be properly trained before performing such Work.

ARTICLE 4

PURCHASER'S PAYMENTS TO ENRON WIND

4.1 Contract Price and Payment.

The Unit Price is ________________________ Canadian Dollars (C$________________) and the total Contract Price for all ____________ (__) Units is ____ Canadian Dollars (C$______________________) [NTD: Contract Price to be updated immediately prior to Execution as previously discussed] as set forth and defined in [Exhibit A1]. Purchaser shall pay the total Contract Price to Enron Wind in installments in accordance with the payment schedule as described in Section 4.1.1 through Section 4.1.9 (the "Scheduled Payments") and set forth in Exhibit A2, as well as make all other payments required pursuant to Section 4.1.10 through Section 4.1.13. Each Scheduled Payment, except for the Down Payment, shall be made by wire transfer, pursuant to wire transfer instructions to be provided by Enron Wind to Purchaser, within twenty five (25) days from the date of the Enron Wind invoice therefor.

The Contract Price is based upon Purchaser performing its obligations set forth in this Agreement, including under this Article 4 and Article 5, the Project Site civil, electrical and SCADA works requirements set forth in Exhibits E, H, and I, and the Purchaser Supplied Documents set forth in Exhibit K. Except as expressly provided in this Agreement, if any deviation from such Purchaser obligations, Project Site civil, electrical and/or SCADA works requirements and/or the Purchaser Supplied Documents causes an increase in Enron Wind' cost or time for performance of the Work, Enron Wind shall be entitled to an equitable Scope Change Order in accordance with Article 9.

The Contract Price, schedule, warranty and guarantee obligations are also based upon the use of non-union labor at the Project Site, unrestricted working hours at, and free access seven (7) days a week, twenty-four (24) hours a day, to the Project Site including free access to any Major Components requiring assembly by Enron Wind as part of Enron Wind' scope of Work.

4.1.1 Down Payment.

Upon the issuance of NTP, Purchaser shall pay Enron Wind, by wire transfer pursuant to wire transfer instructions to be provided by Enron Wind to Purchaser, a non-refundable down payment in the amount of ten percent (10 %) of the Contract Price (the "Down Payment").

4.1.2 Not Used.

This Section intentionally left blank.

4.1.3 First Progress Payment.

Purchaser shall pay Enron Wind twenty percent (20%) of the Contract Price thirty (30) calendar days after NTP ("First Progress Payment").

4.1.4 Second Progress Payment.

Purchaser shall pay Enron Wind ten percent (10%) of the Contract Price ninety (90) calendar days after NTP (the "Second Progress Payment").

4.1.5 Not Used.

This Section intentionally left blank.

4.1.6 Third Progress Payment.

Purchaser shall pay Enron Wind thirty percent (30%) of the Contract Price on a per Unit basis upon Ex-Works of the nacelle for the Unit (the "Third Progress Payment").

4.1.7 Delivery Payment.

Purchaser shall pay Enron Wind ten percent (10%) of the Contract Price on a per Unit basis upon Delivery of the nacelle for the Unit to the Project Site (the "Delivery Payment").

4.1.8 Unit Commissioning Payment.

Purchaser shall pay Enron Wind ten percent (10%) of the Contract Price on a per Unit basis upon Unit Commissioning Completion of the Unit (the "Unit Commissioning Payment").

4.1.9 Final Commissioning Completion Payment.

Purchaser shall pay Enron Wind ten percent (10%) of the Contract Price upon Unit Commissioning Completion of the last Unit for the Project, less one hundred fifty percent (150%) of the value of the Punch List items, as applicable (the "Final Commissioning Completion Payment").

4.1.10 Payment Upon Delayed Commissioning Completion.

Except as otherwise provided in Section 4.1.11, if Enron Wind' Commissioning of a Unit is delayed more than ninety (90) days beyond the Scheduled Unit Commissioning Completion Date for such Unit by Purchaser, then the Unit Commissioning Payment for such Unit and that portion of the Final Commissioning Completion Payment applicable to such Unit shall become due and payable at such time and Purchaser shall make such payments to Enron Wind by wire transfer within thirty (30) days after the date of Enron Wind' invoice therefor (with the understanding that Enron Wind shall remain fully obligated to perform its obligations under this Agreement, subject to appropriate modification of price and schedule terms pursuant to Article 9, with respect to achieving Unit Commissioning Completion and Final Completion for the Units in question).

4.1.11 Payment for Equipment in Storage.

If Enron Wind has placed any Units in storage pursuant to Section 2.2.2(b), then upon Purchaser's written request to remove such Units from storage Enron Wind and Purchaser shall execute a Scope Change Order to equitably adjust the Agreement as a result of the storage delay. In any event if the Unit(s) are held in storage for more than ninety (90) days, the Unit Commissioning Payment for such Unit(s) and that portion of the Final Commissioning Completion Payment applicable to such Unit(s) shall become due and payable at such time and Purchaser shall make such payments by wire transfer within thirty (30) days after the date of Enron Wind' invoice therefor (with the understanding that Enron Wind shall remain fully obligated to perform its obligations under this Agreement, subject to appropriate modification of price and schedule terms pursuant to Article 9, with respect to achieving Unit Commissioning Completion and Final Completion for the Units in question).

4.1.12 Payment for Scope Change Orders.

Unless otherwise specified in the Scope Change Order, within thirty (30) days after execution of a firm price Scope Change Order, the percentage of the Scope Change Order price equal to the percentage of the relevant Contract Price already paid by Purchaser, shall be paid by wire transfer by Purchaser to Enron Wind. The remainder of such Scope Change Order price shall be paid in accordance with the terms of this Article 4. The terms of payment for any time and materials Scope Change Order shall be monthly within thirty (30) days after the date of Enron Wind' invoice therefor, unless otherwise specified in such Scope Change Order.

4.1.13 Payment of Transportation Charges.

The Contract Price includes the costs to transport the Units Ex-Works to the crane hardstanding location for the applicable Unit at the Project Site from the time the Units are made available for pickup by the carrier at Enron Wind' or its Subcontractor's facility for shipment to Purchaser until Delivery to the applicable crane hardstanding location for the Unit, including the charges to return the component lifting, support and handling fixtures, shipping containers and other transportation equipment to the point of origin provided that the Project Site infrastructure provided by Purchaser is in compliance with the requirements of Section 5.1 (the "Transportation Charges").

4.2 Taxes.

The Contract Price does not include any Import Duties levied upon the Units nor any federal, province, or local (other than net income taxes imposed on Enron Wind) property, license, privilege, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes now or hereafter applicable to, measured by, or imposed upon or with respect to the transaction, the Units or their sale, their value or their use, or any Services performed in connection therewith. Purchaser agrees to pay or reimburse Enron Wind for any such Import Duties and any such license, privilege, HST, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes, which Enron Wind or its Subcontractors are required to pay, including any property taxes incurred on inventory purchased by Enron Wind for the Project which are applicable as a result of any Project delay caused by Purchaser.

Should Purchaser be exempt from any sales and/or use taxes, it shall provide Enron Wind with valid exemption documentation upon the Effective Date of the Agreement for the Province in which the Delivery of the Units shall take place. Enron Wind shall not collect sales and/or use taxes from Purchaser if Enron Wind is provided such valid exemption documentation for its files.

To the extent that Enron Wind is required by Applicable Laws to pay or collect from Purchaser sales/use, value added or other similar transactional taxes, Enron Wind shall, at the time of their incurrence, invoice and collect the entire amount of such taxes due from Purchaser and remit such amount to the applicable taxing authority as required by Applicable Laws. At the written request of Purchaser and provided that a valid exemption certificate is provided to Enron Wind by Purchaser, Enron Wind shall claim any and all applicable tax exemptions, credits or deductions relating to the Work available to itself or Purchaser, including, but not limited to, any sale-for-resale exemption and any manufacturing machinery and/or equipment exemption.

At the written request and expense of Purchaser, Enron Wind agrees to take such action as may be reasonably required to allow the Work, including the Units and any other property included within the applicable Project, to qualify for applicable exemption from sales and/or use taxes. In the event that an assessment for any such property, license, privilege, HST, sales, use, excise, value added, gross receipts (including any business, occupation or similar taxes) and/or transactional taxes is levied against Enron Wind for the Project, Enron Wind shall promptly notify Purchaser and furnish to Purchaser a copy of such assessment notification. If Purchaser determines that the assessment should be contested and so notifies Enron Wind in writing and coordinates such contest with the Enron Wind Tax Department, Purchaser may, at Purchaser's sole cost and expense, file such documents as are necessary to contest such assessment. Purchaser shall coordinate with the Enron Wind Tax Department, any such contest or other action regarding any such assessment, and Purchaser shall pay any penalties or interest in respect thereof. Enron Wind shall cooperate with and assist Purchaser, at Purchaser's expense, in any such contest or other tax assessment proceeding.

Purchaser shall remain liable for any such taxes that actually become due and shall indemnify and reimburse Enron Wind for any costs or expenses incurred by Enron Wind relating thereto, including the amount of such taxes, and any interest and penalties; provided that Purchaser's indemnification and reimbursement obligations shall not cover amounts accrued or incurred by or levied upon Enron Wind due to Enron Wind' failure to timely submit exemption certificates properly provided by Purchaser to the proper Governmental Authority. Purchaser shall not withhold any tax assessment reimbursements from Enron Wind while Purchaser is contesting or otherwise challenging any such tax assessments.

4.3 Disputed Invoices.

If there is any dispute about any amount invoiced by Enron Wind, the amount not in dispute shall be promptly paid and any disputed amount that is ultimately determined to have been payable shall be paid with interest as provided in Section 4.5. The date of the original invoice on which there was a disputed amount, shall determine the date upon which the disputed amount first became due and payable, irrespective of whether any subsequent invoice is issued or reissued in connection with the resolution and payment of the disputed amount.

4.4 Not Used.

This Section intentionally left blank.

4.5 Conditions to Payment; Withholding Payment.

4.5.1 Conditions to Payment.

Enron Wind' right to receive each payment required to be paid to it under this Agreement is conditioned upon Enron Wind submitting to Purchaser, no more often than once per week, (i) an original invoice and (ii) evidence of achievement of the milestone, if any, required to be achieved for such payment.

4.5.2 Withholding Payment.

Notwithstanding any other provision to the contrary contained herein, Purchaser may withhold from payments to Enron Wind hereunder the amount necessary in Purchaser's reasonable opinion to protect Purchaser from loss because of: (i) defective Work not remedied in accordance with the provisions of Article 10; (ii) third party Liens against the Work, the Project or the Project Site as a result of any action or inaction of any Enron Wind Party not otherwise excused pursuant to this Agreement which Enron Wind does not remove in accordance with Section 2.15; or (iii) the occurrence of a Enron Wind Event of Default. Purchaser shall release payments withheld pursuant to this Section 4.5.2 within five (5) days after the date that Enron Wind cures the reason for such withholding.

4.6 Interest.

Any amount owed to either Party beyond the date that such amount first becomes due and payable under this Agreement shall accrue interest from the date that it first became due and payable until the date that it is paid at the lesser of (a) the Prime Rate (however, in no event less than zero percent (0.0%)) plus five percent (5%) per annum, or (b) the maximum rate permitted by Applicable Laws.

4.7 Effect of Payment.

Payment of the Contract Price shall not constitute Purchaser's approval of any portion of any

Unit or the Work that has been, or subsequently is, reasonably determined not to be performed or provided in accordance with the requirements of this Agreement.

4.8 Payment Dates.

Notwithstanding any provision to the contrary in this Article 4, in the event that a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be deemed due on the first (1st) Business Day thereafter.

4.9 Change in Applicable Laws and/or Applicable Standards.

Except as otherwise provided in this Section 4.9, the Contract Price is based on compliance by Enron Wind with Applicable Laws in effect as of the Effective Date, other than those Applicable Laws which require a change in the Applicable Standards to which Enron Wind designs, manufactures and/or tests the Units, and Applicable Standards other than the Applicable Standards to which Enron Wind designs, manufactures and/or tests the Units as they are in effect on the Effective Date; provided, however, that if Enron Wind is required, and is able, to meet (i) any provincial or any local Applicable Laws and/or applicable standards or any Applicable Laws which require a change in any of the Applicable Standards to which the Units are designed, manufactured and/or tested by Enron Wind, (ii) any requirement which pertain to or imposes additional requirements on the sound levels of the Units, (iii) any grid connection requirements that are more stringent than those contained in Section 2.1.2 and Exhibit I2, (iv) any requirements which would preclude the performance of the Work on a twenty-four (24) hours a day, seven (7) days a week basis, or (v) any performance standards other than those set forth in Article 7, which increase Enron Wind' costs or impacts Enron Wind' schedule for performance of the Work or otherwise adversely impact Enron Wind' obligations under the Agreement, then Enron Wind shall be entitled to an equitable Scope Change Order which adjusts the Contract Price, the Work Schedule and any other affected terms and conditions of the Agreement to compensate Enron Wind for the impact thereof in accordance with Article 9. In addition, in the event that a Change in Applicable Laws or a Change in Applicable Standards or the implementation of new Applicable Laws and/or Applicable Standards after the Effective Date increase Enron Wind' costs or impacts Enron Wind' schedule for performance of the Work or otherwise adversely impact Enron Wind' obligations under the Agreement, Enron Wind shall be entitled to an equitable Scope Change Order which adjusts the Contract Price, the Work Schedule and any other affected terms and conditions of the Agreement to compensate Enron Wind for the impact thereof in accordance with Article 9.

4.10 Security.

Upon Purchaser's issuance of its Intent to Issue NTP to Enron Wind, Purchaser shall provide to Enron Wind a corporate guaranty in the form set forth in Exhibit O or an irrevocable letter of credit, bank guaranty, or other security both from an entity and in a form reasonably satisfactory to Enron Wind for the total Contract Price less the amount of the Down Payment to guaranty the performance of Purchaser's obligations under the Agreement. Such guaranty or letter of credit shall expire five (5) days after payment of the final payment to Enron Wind under the Agreement.

If Purchaser provides a letter of credit or bank guaranty to Enron Wind and at any time such letter of credit or bank guaranty will expire in less than thirty (30) days even though payments remain to be made to Enron Wind under this Agreement, then Enron Wind may request in writing that the expiration date of such letter of credit or bank guaranty be extended by Purchaser for an additional one (1) year time period. Within five (5) Business Days after the receipt of such Enron Wind request, Purchaser shall either (i) extend such letter of credit or bank guaranty for an additional one (1) year time period or (ii) replace such letter of credit or bank guaranty with a new substitute letter of credit or bank guaranty with an expiration date that is at least one (1) year from the date of issuance. If Purchaser does not within such five (5) Business Days either extend the expiring letter of credit or bank guaranty or replace it with a new substitute letter of credit or bank guaranty reasonably acceptable to Enron Wind with a validity of at least a one (1) year, Enron Wind may draw the remaining amount under the expiring letter of credit or bank guaranty.

4.10.1 Lien Holdback Letter of Credit.

All payments or accruals of the Contract Price in favor of Enron Wind are subject to statutory holdback under the Lien Act. With regard to each payment invoice, Purchaser will not deduct the statutory holdback with respect to the payment provided that Enron Wind delivers (at Enron Wind' option) an irrevocable letter of credit in an amount which increases over time but in any event is always equal to ten percent (10 %) of the portion of the Contract Price which has been paid by the Purchaser, in lieu of the ten percent (10 %) statutory holdback required by the Lien Act. For the purposes of this Agreement the term **"Lien Act"** shall mean the Builder's Lien Act, R.S.A 2000, c.B-7 (Alberta).

ARTICLE 5

PURCHASER'S RESPONSIBILITIES

5.1 Project Site Roads and Hardstandings.

Purchaser shall construct and maintain the Project Site roads, crane hardstandings and equipment lay-down and staging areas including necessary repair and snow and ice removal during the performance of the Work in accordance with the requirements and conditions of Exhibit H1 so as to permit access, use, turn-around and egress by heavy trucks and cranes on and about the complete Project Site under all normal weather conditions at the Project Site during the Delivery, erection, installation, Mechanical Completion and Commissioning and for any physical access to the Wind Turbine Generators required by Enron Wind during the Warranty Period. Not later than one hundred eighty (180) days prior to the scheduled Ex-Works shipment date of the nacelle for the first Unit, Purchaser shall present to Enron Wind for information purposes its proposed design criteria, specifications and layout of the roads, crane hardstandings and lay-down and staging areas at the Project Site (the "Roads and Hardstandings Layout"). In addition, Purchaser shall provide to Enron Wind its final Roads and Hardstandings Layout, including the roads lay-out, lay-down and staging areas, at least sixty (60) days prior to the scheduled Delivery date of the first component for the first Unit. The Roads and Hardstandings Layout may not deviate from the requirements and conditions set forth in Exhibit H1 unless otherwise agreed to in writing by Enron Wind. If Purchaser's Roads and Hardstandings Layout deviates in any respect from any of the requirements and conditions set forth in Exhibit H1, then Purchaser shall identify those deviations in its submittal of the Roads and Hardstandings Layout to Enron Wind and request Enron Wind' approval of such identified deviations. Within thirty (30) days after Purchaser provides the Roads and Hardstandings Layout with identified deviations to Enron Wind, Enron Wind shall notify Purchaser in writing whether it approves, conditionally approves or disapproves Purchaser's requested deviations, or whether it has identified other deviations which it either approves, approves conditionally or disapproves, in the Roads and Hardstandings Layout, and what deviations have been approved, conditionally approved and/or disapproved by Enron Wind. If required by Enron Wind a Scope Change Order in accordance with the applicable provisions of Article 9 shall be issued covering all conditionally approved deviations and Purchaser shall revise the Roads and Hardstandings Layout to eliminate all disapproved deviations and promptly resubmit the revised Roads and Hardstandings Layout to Enron Wind for its information. Enron Wind shall have no obligation to Deliver, install, to Commission or repair any Unit pursuant to the Warranty in any location which is impacted by any disapproved deviations or, in the case of a conditionally approved deviation, for which no Scope Change Order has been issued, if required by Enron Wind.

Prior to the commencement of the Work at the Project Site and at any time during the performance of such Work, including during the Warranty Period, Enron Wind may inspect the Project Site to determine if the roads and crane hardstandings have been constructed in accordance with Exhibit H1, as it may have been modified by the final approved Roads and Hardstandings Layout and that the crane hardstandings are adequate for any repairs and replacements of Major Components during the Warranty Period. If Enron Wind reasonably determines that the as constructed roads and/or crane hardstandings deviate from Exhibit H1, as it may have been modified by the final approved Roads and Hardstandings Layout, Enron Wind may require Purchaser to correct such deviations prior to the commencement of the Work at the Project Site or otherwise suspend the Work at the Project Site until such deviations are corrected by Purchaser. All delays in the performance of the Work and costs incurred by Enron Wind as a result of such suspension shall be subject to an equitable Scope Change Order in accordance with Section 9.4.

5.2 Security for Equipment at the Project Site.

Purchaser shall provide, at its cost, security for all components of the Units, Consumable Supplies, Spare Parts, Special Installation Tools, materials, supplies and other equipment required to assemble, erect, install and Commission the Units and any other property owned or leased by Purchaser, Enron Wind or any of its Subcontractors located at the Project Site.

5.3 Not Used.

This Section intentionally left blank.

5.4 Other Purchaser Obligations.

Purchaser shall (i) provide Backfeed Power and arrange for acceptance of the electricity generated by the Wind Turbine Generators during start-up and Commissioning by the Guaranteed Backfeed Power Date; (ii) complete the foundation and crane hardstanding for each Unit and shall maintain the crane hardstandings and Project Site roads in accordance with the requirements of this Agreement during the entire Warranty Period; (iii) provide the fiber optic communications lines by the Guaranteed Communications Link Date; (iv) provide all materials, supplies, labor and other equipment required to assemble, erect, install and achieve Mechanical Completion of the Units, (v) off load the components of the Units and other items supplied by Enron Wind from the delivery conveyances within four (4) hours after their arrival at the Delivery point, (vi) assemble, erect, install and achieve Mechanical Completion of the Units; and (vii) if requested by Enron Wind, at no cost or expense to Purchaser, cooperate with Enron Wind to obtain the Enron Wind Permits. Purchaser shall also perform those obligations required of Purchaser as set forth in this Agreement, including those specified as being Purchaser's responsibility in Exhibit B. Any delay by Purchaser in completing its obligations under items (i), (ii), (iii), (iv) and (v) above shall be a Purchaser Caused Delay which shall entitle Enron Wind to equitable schedule and cost relief pursuant to Section 9.4. If Purchaser fails to off load any of the delivery conveyances within the four (4) hour time period above, then Purchaser shall reimburse Enron Wind for the applicable demurrage charges resulting therefrom and Enron Wind shall not be held responsible for any delays in Deliveries, including liquidated damages for late delivery, resulting from Purchaser's failure to timely off load components and other items supplied by Enron Wind.

5.5 Project Site Data.

In accordance with Exhibit L2, Purchaser will provide the Project Site data set forth in Exhibit K, Exhibit G1 and Exhibit G2 and shall provide to Enron Wind such other Project Site data in writing as may reasonably be required by Enron Wind for the performance of its obligations under this Agreement. Such Project Site data to be provided by Purchaser will be representations made by Purchaser about the Project Site, including the climatic conditions and Unit locations at the Project Site, upon which Enron Wind may rely in performing its design and other obligations under this Agreement without verifying the data provided by Purchaser. Such Project Site data provided by Purchaser will be used by Enron Wind in performing its analysis of the Project Site suitability for the Units and preparing the Units and preparing Enron Wind' Project Site Climatic Conditions document included as Exhibit G3 and the Wake Sector Management Requirements Report, if any, set forth in Exhibit G4. In the event the Purchaser provided data referenced in this Section 5.5 causes a change to the design or manufacturing of the Units, Enron Wind shall be entitled to cost and schedule relief as applicable, through the execution of a mutually agreeable Scope Change Order in accordance with the provisions of Article 9.

5.6 Maintenance Service.

During the Warranty Period, Purchaser shall use only qualified and properly trained personnel to perform Maintenance Service.

5.7 Foundations.

Purchaser shall cause to be designed, constructed and cured the foundations for each Tower of the Unit in accordance with the Project Specific Load Documents and foundation bolt patterns.

5.8 Grouting.

Purchaser shall be responsible for foundation grouting in accordance with the grouting manufacturer's recommendations and the Work Schedule.

5.9 Grounding/Earthing.

Purchaser shall supply and install the required Unit grounding/earthing system during the construction of the foundations. The grounding/earthing system shall be designed taking into account the specific Project Site conditions to provide a 10 ohms or less resistance for equipment and personnel protection. The foundation design shall incorporate the grounding/earthing system and grounding grid as shown in Exhibit D6.

5.10 Permits.

Purchaser shall obtain and maintain the Applicable Permits required to be obtained for the construction of the Project, including, but not limited to, all building permits, all Project Site permits required for the erection, installation and Mechanical Completion of the Units, all permits necessary to move the cranes, other construction equipment and delivery trucks within the Project Site and all permits otherwise necessary for the ownership, operation and maintenance of the Units and the Project (the "Purchaser Permits"). Purchaser shall promptly provide Enron Wind with copies of all Purchaser Permits whose contents or requirements might impact the performance of the Work. Notwithstanding the foregoing, Enron Wind shall support Purchaser in obtaining specific Purchaser Permits as set forth in Article 20 of this Agreement.

5.11 Project Work Schedule.

For Enron Wind' information, Purchaser shall provide Enron Wind with a written schedule showing all of the work being performed by or on behalf of Purchaser for the Project and weekly progress reports of actual progress of the work at the Project Site showing in detail the progress to date and the then-current scheduling of all major elements of the work to be performed by or on behalf of Purchaser for the Project, setting forth the dates by which the foundations, roads, crane hardstandings, electrical collection system, substation and all other work not being performed by Enron Wind with regard to such Units are expected to be completed.

5.12 Hazardous Materials.

In the event that any Hazardous Materials are encountered at the Project Site which are not the responsibility of Enron Wind hereunder, Purchaser shall, promptly at its sole cost and expense, remove or render harmless, or take other actions necessary to remedy the hazards associated with any such Hazardous Material. This obligation shall be covered by the Purchaser's payment security provided in accordance with Section 4.10. Enron Wind' Work in the affected area shall not be resumed until Purchaser has complied with the foregoing obligation. Further, if the existence and remedying of such Hazardous Materials result in an increase in Enron Wind' costs and/or impact Enron Wind' ability to meet its obligations under the Agreement including the Guaranteed Unit Commissioning Dates, Enron Wind shall be entitled to a Scope Change Order in accordance with the applicable provisions of Article 9 increasing the Contract Price and an equitable extension of the Work Schedule, including the Guaranteed Unit Commissioning Dates, commensurate with the time reasonably required to overcome such delay and added cost, including without limitation, overtime charges for labor and equipment.

5.13 Service and Maintenance Agreement.

Simultaneously with the execution of this Agreement by Purchaser and Enron Wind, Purchaser and Enron Wind shall execute a Service and Maintenance Agreement for the Units under which Enron Wind shall provide the Maintenance Service for the Units ("Service and Maintenance Agreement"). The term of such Service and Maintenance Agreement shall be at least until the expiration of the Warranty Period under this Agreement. During the Warranty Period, if Purchaser and/or operator under the Service and Maintenance Agreement terminates such Service and Maintenance Agreement other than as permitted for a Enron Wind breach or event of default (as set forth in such Service and Maintenance Agreement), Enron Wind' remaining Warranty and Guaranteed Project Availability and Contract Power Curve obligations for the Units under this Agreement shall automatically terminate. If Enron Wind is permitted and does terminate such Service and Maintenance Agreement due to a Purchaser or operator under the Service and Maintenance Agreement breach or event of default under the Service and Maintenance Agreement, then Enron Wind' remaining Warranty and Guaranteed Project Availability and Contract Power Curve obligations for the Units under this Agreement shall also automatically terminate.

5.14 Transportation Infrastructure and Access.

Purchaser is responsible for having all necessary structural modifications, upgrades and/or repairs to public roads and other transportation infrastructure that may be required to permit the transport of the Units to the Project Site made and any other deviations from the requirements of Exhibit H1 corrected prior to the commencement of, and during, the Delivery of the components of the Units to the Project Site. In addition, Purchaser shall provide Enron Wind with all required legal and physical access to the Project Site, including obtaining and maintaining all private rights-of-way and private access rights, including the removal, lowering or raising of power lines and the safe passage over buried wires, cables and pipes.

5.15 Mechanical Completion.

Purchaser is responsible to achieve Mechanical Completion of a Unit prior to Enron Wind undertaking its Commissioning obligations.

5.16 Purchaser Documents.

Purchaser shall submit to Enron Wind those Purchaser Documents set forth in and in accordance with Purchasers Documents Submission Schedule set forth in Exhibit L2.

5.17 Project Site Facilities.

The Purchaser shall have the permanent Project Site facilities, including the SCADA room, available at least thirty (30) days prior to the date scheduled for commencement of Unit Commissioning of the first Unit. These permanent facilities shall be substantially similar to the facilities diagrams set forth in Exhibit H5 and Exhibit E, respectively. The permanent Project Site facilities shall also include the telecommunication requirements and services as specified in the Services and Maintenance Agreement.

5.18 Inspection Upon Delivery.

Within one (1) day after Delivery of each Major Component of a Unit to the Project Site and within three (3) days after Delivery of all other components, Purchaser shall inspect such component for any damage. If Purchaser discovers any damage for which Purchaser believes Enron Wind is responsible, Purchaser shall notify Enron Wind in writing and Enron Wind shall promptly send an inspector to the Project Site, or have an existing Enron Wind representative at the Project Site, verify the Purchaser's findings. Any mutually agreed upon damage following such inspection shall be listed on an inspection report form for the specific component (the "Inspection Report"), which shall be signed by the inspectors for both Purchaser and Enron Wind. Thereafter, Purchaser shall be responsible for any damage to each component of a Unit which is not specifically set forth on the Inspection Report for that component. Enron Wind shall correct the damages noted for any component on the Inspection Report for that component either by repair or replacement of such component in accordance with, and subject to, the provisions of Article 10 at a mutually agreed time and place prior to installation of the component by Purchaser. All costs of any inspection, including for any necessary unpacking and repacking performed by Purchaser and the cost and time of the Enron Wind inspector, shall be the responsibility of Purchaser; provided, however, that Enron Wind shall be responsible for the cost and time of Enron Wind' inspector to inspect any components for which the damage found by Purchaser is determined to be the responsibility of Enron Wind. Purchaser shall pay Enron Wind invoice for the time and expenses of its inspectors within thirty (30) days after the date of the Enron Wind invoice therefor.

ARTICLE 6

COMPLETION

6.1 Mechanical Completion.

Upon achieving Mechanical Completion of any Unit in accordance with Purchaser's Form of Mechanical Completion Certificate set forth in Exhibit M1, Purchaser shall provide to Enron Wind written notice of such Mechanical Completion. Purchaser shall provide Enron Wind with an opportunity to review and inspect the Unit(s), and to confirm in writing, utilizing the Form of Mechanical Completion Certificate, that the Unit has achieved Mechanical Completion. Within three (3) Business Days following the date on which Purchaser notifies Enron Wind that Mechanical Completion of a Unit has been achieved, Enron Wind shall either notify Purchaser that it agrees that Mechanical Completion of the applicable Unit has been achieved, or, in the event Enron Wind reasonably determines that Mechanical Completion has not been achieved for the Unit, so notify Purchaser and provide Enron Wind' reasons for that determination, in which event Purchaser shall take necessary action to address Enron Wind' concerns and achieve Mechanical Completion of such Unit. Upon completing such actions, Enron Wind and Purchaser shall again undertake to reach agreement on the Mechanical Completion of the Unit. Such procedure shall be repeated as necessary until the Parties reasonably agree that Mechanical Completion has been achieved for such Unit. If Enron Wind fails to timely provide any of the notices to Purchaser as provided for herein, Mechanical Completion of the Unit shall be deemed to have been achieved as of the most recent date of Purchaser's notification to Enron Wind that Mechanical Completion of a Unit has occurred and Enron Wind shall proceed with Unit Commissioning; provided, however, Enron Wind shall retain the right to require the correction of any deficiencies in Mechanical Completion by Purchaser.

6.2 Commissioning.

6.2.1 Commissioning of Units.

Following Mechanical Completion of a Unit by Purchaser, Enron Wind shall be obligated to commence and achieve Unit Commissioning Completion of such Unit in accordance with the requirements set forth in this Section 6.2.1 and Exhibit M2, by the Guaranteed Unit Commissioning Date therefor; provided, however, that Enron Wind shall neither (i) be required to complete the Commissioning of more than three (3) Units per week nor (ii) be obligated to commence Commissioning of a Unit unless Purchaser provides Enron Wind with appropriate access required therefor and/or prior to Purchaser having achieved connection of such Unit to the electricity distribution system for delivery of power produced by such Unit and providing Backfeed Power for the Unit.

If the Backfeed Power is not available as scheduled to commence the Commissioning of a Unit, then Enron Wind may be able to utilize portable generators and additional labor to commence the Commissioning of the Unit in an effort to reduce the likelihood of potential schedule delays; provided, however, that in such event, Enron Wind shall be entitled to a Scope Change Order to compensate Enron Wind for the additional costs and expenses incurred by Enron Wind to use portable generators and additional labor to commence the Commissioning of the Units, as well as any schedule delay for which the potential for delay cannot be reduced by the use of the portable generators as well as any necessary standstill maintenance of the Units. Upon achievement of Unit Commissioning Completion for a Unit, Enron Wind shall notify Purchaser in writing that Unit Commissioning Completion of the Unit has been achieved. Within three (3) Business Days following the date on which Enron Wind notifies Purchaser that Unit Commissioning Completion of the Unit has been achieved, Purchaser shall in writing either notify Enron Wind that it agrees that Unit Commissioning Completion of the applicable Unit has been achieved, or, in the event Purchaser reasonably determines that Unit Commissioning Completion has not been achieved for the Unit, so notify Enron Wind and provide Purchaser's reasons for that determination, in which event Enron Wind shall take the necessary action to address Purchaser's concerns and achieve Unit Commissioning Completion of such Unit; provided that such concerns are within Enron Wind' scope of Work. Upon completing such actions, Enron Wind and Purchaser shall again undertake to reach agreement on the Unit Commissioning Completion of the Unit.

Such procedure shall be repeated as necessary until the Parties reasonably agree that Unit Commissioning Completion has been achieved for such Unit. If Purchaser fails to timely provide any of the notices provided for herein, Unit Commissioning Completion shall be deemed to have been achieved and Enron Wind shall be entitled to the Unit Commissioning Payment for the Unit, provided, however, Purchaser shall retain the right to require the correction of any deficiencies in accordance with Article 10. "Commissioning" with respect to any Unit means the achievement of each the following for such Unit: (a) Purchaser has achieved Mechanical Completion of such Unit; (b) all components associated with such Unit have been properly assembled, erected, installed, adjusted and tested by Purchaser, and, except for the Punch List Items, Commissioned by Enron Wind in accordance with the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications; (c) the Unit has met the requirements set forth in the Unit commissioning checklist; and (d) Enron Wind has provided the complete list of Punch List Items for such Unit, if any. Subject to Section 6.4, for the purposes of this Agreement, the date of achievement of Unit Commissioning Completion of a Unit shall be the date that Enron Wind notifies Purchaser that Unit Commissioning Completion of the Unit has been achieved and Purchaser either notifies Enron Wind that it agrees that Unit Commissioning Completion of such Unit has occurred or fails to notify Enron Wind within three (3) Business Days of its agreement or disagreement (with its detailed reasons for such disagreement included) therewith in accordance with this Section 6.2.1.

6.2.2 Preparation/Revision of Punch List Items.

In connection with the achievement of Unit Commissioning Completion for any individual Unit, Enron Wind may prepare/revise the list of Punch List Items for such Unit, and shall submit such list to Purchaser, if any.

6.2.3 SCADA Commissioning.

As part of the Commissioning of any Unit, Enron Wind shall also commission the applicable portion of the SCADA System, other than Punch List Items, to allow such Unit to operate and to generate electric power. Prior to or concurrently with Unit Commissioning Completion of the last Unit for the Project, Enron Wind shall commission the full SCADA System in accordance with the SCADA Site Acceptance Test procedure set forth in Exhibit T ("SCADA System Commissioning"). Enron Wind shall not be obligated to commence Commissioning of any portion of the SCADA System unless and until Purchaser provides Enron Wind with appropriate access required therefor. Enron Wind shall not be obligated to perform Commissioning activities for any portion of the SCADA System prior to Purchaser having achieved installation of the SCADA System and connection of the applicable Unit to the electricity distribution system for delivery of power produced by such Unit and providing Backfeed Power for the Unit. If the Backfeed Power is not available as scheduled to commence the Commissioning of a Unit and the applicable portion of the SCADA System, Enron Wind may be able to utilize portable generators and additional labor to commence the Commissioning in an effort to reduce the likelihood of potential schedule delays, provided, however, that in such event, Enron Wind shall be entitled to a Scope Change Order to compensate Enron Wind for the additional costs and expenses incurred by

Enron Wind to use portable generators and additional labor to commence the Commissioning. Within three (3) Business Days following the date on which Enron Wind notifies Purchaser that SCADA System Commissioning completion has been achieved, Purchaser shall in writing either notify Enron Wind that it agrees that SCADA System Commissioning completion has been achieved, or, in the event Purchaser reasonably determines that SCADA System Commissioning completion has not been achieved, so notify Enron Wind and provide Purchaser's reasons for that determination, in which event Enron Wind shall take the necessary action to address Purchaser's concerns and achieve SCADA System Commissioning completion, provided that such concerns are within Enron Wind' scope of Work. Upon completing such actions, Enron Wind and Purchaser shall again undertake to reach agreement on the SCADA System Commissioning completion. Such procedure shall be repeated as necessary until the Parties reasonably agree that SCADA System Commissioning completion has been achieved. If Purchaser fails to timely notify Enron Wind as provided for herein, SCADA System Commissioning completion shall be deemed to have been achieved; provided, however, Purchaser shall retain the right to require the correction of any deficiencies in accordance with Article 10.

6.3 Final Completion.

When Enron Wind believes that it has achieved Final Completion for a Unit, Enron Wind shall notify Purchaser in writing. Within three (3) Business Days following the date on which Enron Wind notifies Purchaser that Final Completion of the Unit has been achieved, Purchaser shall in writing either notify Enron Wind that it agrees that Final Completion of the applicable Unit has been achieved, or, in the event Purchaser reasonably determines that Final Completion has not been achieved for the Unit, so notify Enron Wind and provide Purchaser's reasons for that determination, in which event Enron Wind shall take the necessary action to address Purchaser's concerns and achieve Final Completion of such Unit; provided that such concerns are within Enron Wind' scope of Work. Upon completing such actions, Enron Wind and Purchaser shall again undertake to reach agreement on the Final Completion of the Unit. Such procedure shall be repeated as necessary until the Parties reasonably agree that Final Completion has been achieved for such Unit. For the purposes of this Agreement, the date of achievement of Final Completion of a Unit shall be the date that Enron Wind notifies Purchaser that Final Completion of the Unit has been achieved and Purchaser in writing either notifies Enron Wind that it agrees that Final Completion of such Unit has occurred or fails to notify Enron Wind within three (3) Business Days of such Enron Wind notification of its agreement or disagreement (with its detailed reasons for such disagreement included) therewith in accordance with this Section 6.3. If Purchaser fails to timely provide any of the notices provided for herein, Final Completion for the Unit shall be deemed to have been achieved and Enron Wind shall be entitled to the payment due upon Final Completion, provided, however, that Purchaser shall retain the right to require the correction of any deficiencies in accordance with Article 10.

6.4 Take Over.

If and when Purchaser, or its representative, agent, contractor, assignee, designee and/or Affiliate, first operates a Unit, other than at the request of Enron Wind, prior to the achievement of Unit Commissioning Completion of such Unit by Enron Wind ("Take Over"), Unit

Commissioning Completion of that Unit shall be deemed to have occurred on the date of such Take Over and Enron Wind shall be deemed to have met all the requirements for Unit Commissioning Completion for such Unit as of such date and shall have no further responsibility therefor.

6.5 Interference with Commissioning.

If Enron Wind is prevented from Commissioning a Unit by Purchaser or its representative, agent, contractor, assignee, designee and/or Affiliate, Take Over of the Unit by Purchaser shall be deemed to have occurred on the date when the Commissioning would have been completed but for such prevention. However, if the Unit is deemed to have been Taken Over under this Section 6.5, Enron Wind shall nevertheless be responsible to perform the Commissioning of the Unit promptly after the cause of the prevention has been remedied or resolved; provided that any additional costs incurred by Enron Wind to so Commission the Unit plus reasonable profit thereon shall be reimbursed by Purchaser in accordance with a Scope Change Order issued in accordance with Article 9.

ARTICLE 7

GUARANTEES, TESTS AND LIQUIDATED DAMAGES

7.1 Delivery and Unit Commissioning Completion Guarantees.

7.1.1 Delivery Guarantee and Liquidated Damages.

Subject to the terms and conditions of this Agreement, Enron Wind guarantees that it shall complete Delivery of the last Major Component of each Unit by the applicable Guaranteed Unit Delivery Date for such Unit. In the event that Enron Wind fails to complete the Delivery of the last Major Component of a Unit by the applicable Guaranteed Unit Delivery Date, as adjusted in accordance with the provisions of this Agreement, Enron Wind shall pay Purchaser, as liquidated and agreed damages, an amount equal to one thousand two hundred fifty Canadian Dollars (C$1250.00) (the "Delivery Delay Liquidated Damages") for each day or prorated portion thereof of delay beyond the Guaranteed Unit Delivery Date for the Unit until Delivery of the last Major Component of such Unit occurs. Notwithstanding the foregoing, Delivery Delay Liquidated Damages shall not be due and owing for any day of delay unless and until Purchaser is ready to accept Delivery of the applicable Major Components of the Unit at the Project Site and commence the erection of such Major Components for the applicable Unit within three (3) days after their date of Delivery, unless Purchaser is not ready to accept Delivery and commence erection for reasons attributable to Enron Wind or its Subcontractors.

7.1.2 Unit Commissioning Completion Guarantee and Liquidated Damages.

Subject to the terms and conditions of this Agreement, Enron Wind guarantees that it shall achieve Unit Commissioning Completion of each Unit not later than the applicable Guaranteed Unit Commissioning Completion Date. If due solely to the fault of Enron Wind or its Subcontractors, Enron Wind fails to achieve Unit Commissioning Completion of a Unit by the Guaranteed Unit Commissioning Completion Date of such Unit as such date may be extended hereunder Enron Wind shall pay to Purchaser, as liquidated and agreed damages, per day an amount equal to one thousand two hundred fifty Canadian Dollars (C$1250.00) (the "Commissioning Delay Liquidated Damages Rate") for each Unit that has not been Commissioned by the applicable Guaranteed Unit Commissioning Completion Date (the "Commissioning Delay Liquidated Damages") for each day or prorated portion thereof of delay beyond the Guaranteed Unit Commissioning Completion Date for each Unit not Commissioned by such date until Unit Commissioning Completion of such Unit occurs; provided, however, that any day that Enron Wind completes commissioning of any Unit earlier than its Guaranteed Unit Commissioning Completion Date multiplied by the Commissioning Delay Liquidated Damages Rate shall be credited against any Commissioning Delay Liquidated Damages otherwise due and payable by Enron Wind hereunder and only the net amount of such Commissioning Delay Liquidated Damages, if any, after the reduction for the total amount of such credit is made shall be paid by Enron Wind. In addition, notwithstanding that Enron Wind may not have achieved Unit Commissioning Completion by the applicable Guaranteed Unit Commissioning Completion Date, Enron Wind shall not be liable for any Commissioning Delay Liquidated Damages for any Unit until Purchaser is ready and able to transmit electricity from the Unit to the interconnection point and sell the power to be generated by such Unit.

7.1.3 Delay Liquidated Damages.

Any Delivery Delay Liquidated Damages and/or Commissioning Delay Liquidated Damages payable by Enron Wind shall be due and payable on a monthly basis beginning thirty (30) days following the first day such damages accrue and receipt of Purchaser's invoice therefor; provided that Enron Wind' total liability for the total of all Delivery Delay Liquidated Damages and Commissioning Delay Liquidated Damages shall be limited to twelve percent (12%) of the total Contract Price. The payment of any such Delivery Delay Liquidated Damages and Commissioning Delay Liquidated Damages by Enron Wind is Purchaser's sole and exclusive remedy and Enron Wind' sole and exclusive liability with respect to Enron Wind' failure to achieve Unit Delivery and/or Unit Commissioning Completion for any Unit by the applicable Guaranteed Unit Delivery Date or Guaranteed Unit Commissioning Completion Date as set forth herein, whether the claims of Purchaser are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence or strict liability) or on any other legal or equitable theory.

7.1.4 Delivery/ Unit Commissioning Completion Bonus.

As an incentive to have Enron Wind achieve Delivery of the last Major Components of a Unit or Unit Commissioning Completion of a Unit earlier than the applicable Guaranteed Unit Delivery Date and/or the applicable Guaranteed Unit Commissioning Completion Date, as such dates may be extended in accordance with the provisions of this

Agreement, Purchaser shall pay Enron Wind a bonus equal to fifty percent (50 %) of the Delivery Delay Liquidated Damages rate and Commissioning Delay Liquidated Damages rate for each day or prorated portion thereof that each Unit has achieved Unit Delivery or Unit Commissioning Completion prior to the applicable Guaranteed Unit Delivery Date or Guaranteed Unit Commissioning Completion Date, as applicable; provided that Enron Wind may not deliver the Major Components of a Unit more than thirty (30) days earlier than the Guaranteed Unit Delivery Date for such Unit. Such bonus shall be paid within thirty (30) days after the date of Enron Wind' invoice for such bonus.

7.2 Availability Guarantee, Tests and Remedies.

7.2.1 Guaranteed Availability.

Enron Wind guarantees that the Measured Average Availability of all Units comprised within the Project for the Availability Period, determined in accordance with Exhibit R1, shall not be less than ninety-seven percent (97%), unless such shortfall is otherwise excused under the provisions of this Agreement, (the "Guaranteed Project Availability"); provided that (i) the Units in the Project are operated, serviced and maintained in accordance with the Operating Manual and any revisions thereto and Enron Wind' technical service bulletins that have been timely provided to Purchaser, (ii) the Enron Wind telecommunications requirements set forth in Exhibit E and the Service and Maintenance Agreement, including a dedicated T-1 or DSL line for the exclusive use of the SCADA System, are provided by Purchaser and (iii) Enron Wind is provided with unrestricted access to the Units on a twenty-four (24) hours a day, seven (7) days a week basis. If at the end of the Availability Period, the Measured Average Availability for the Project is less than the Guaranteed Project Availability due solely to the fault of Enron Wind or its Subcontractors, Enron Wind shall pay Purchaser, as liquidated damages for the Availability Period, an amount equal to seven thousand five hundred Canadian Dollars (C$7500.00) per Unit for each percent or pro-rated portion of such amount for a fraction of a percent by which the Measured Average Availability is less than the Guaranteed Project Availability (the "Average Availability Liquidated Damages"), provided that Enron Wind' total liability for all Average Availability Liquidated Damages shall be limited to ten percent (10 %) of the total Contract Price.

7.2.2 Performance of Availability Test.

Beginning on the first day of the Availability Period for the Project, Enron Wind shall record the Measured Average Availability for the Project on an hourly basis in accordance with the Availability Test Procedure set forth in Exhibit R1 and the Error Type List set forth in Exhibit R2, and shall aggregate such hourly amounts into a report to be provided to Purchaser on a monthly basis. No later than sixty (60) days after the end of the Availability Period, Enron Wind shall aggregate the monthly reports to calculate the Measured Average Availability of the Project in accordance with the Availability Test Procedures and deliver to Purchaser the results of such calculations, stating whether or not the Project has met the Guaranteed Project Availability. Such results shall be set forth in sufficient detail to allow Purchaser to review the basis of the calculation of the Measured Average Availability.

The Measured Average Availability and shortfall, if any, shall be measured on a Project basis in accordance with Exhibit R1 and the applicable Average Availability Liquidated Damages for the Availability Period, if any, shall be paid by Enron Wind to Purchaser following the Availability Period within thirty (30) days following the date on which Purchaser gives Enron Wind written notice of the amount of such Average Availability Liquidated Damages due to Purchaser and receipt of Purchaser's invoice therefor. Enron Wind' payment of the Average Availability Liquidated Damages for the Availability Period shall be Purchaser's sole and exclusive remedy and Enron Wind' sole and exclusive liability for Enron Wind' failure to achieve the Guaranteed Project Availability whether the claims of Purchaser are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence or strict liability) or any other legal or equitable theory.

7.2.3 Availability Bonus.

In the event that the Measured Average Availability for the Project meets or exceeds the Guaranteed Project Availability for the Availability Period, Purchaser shall pay Enron Wind a bonus equal to fifty percent (50 %) of the Average Availability Liquidated Damages rate for each percent or pro-rated portion of such amount for a fraction of a percent by which the Measured Average Availability is greater than the Guaranteed Project Availability (the "Availability Bonus"). The Availability Bonus shall be paid within thirty (30) days after the date of Enron Wind' invoice for such bonus, which invoice shall not be issued until after the expiration of the Availability Period.

7.3 Power Curve Guarantee, Tests and Remedies.

7.3.1 Power Curve Guarantee.

Enron Wind guarantees that when representative Proxy Unit(s) can be located at the Project Site and such Proxy Unit(s) are tested by Purchaser in accordance with Section 7.3.2 and measured in accordance with Section 7.3.3 and Section 7.3.4, the average energy production calculated as the product of the measured power curve of the Proxy Units multiplied by the Nominal Wind Distribution for the Project Site set forth in Exhibit S3 (the "Measured Annual Energy Production") for each Proxy Unit and then averaged over all the Proxy Units for the Project (the "Measured Annual Project Energy Production" shall not be less than the annual energy production calculated as the product of the Contract Power Curve set forth in Exhibit S2 multiplied by the Nominal Wind Distribution for the Project Site multiplied by one hundred percent (100%) less the test uncertainty described in [Exhibit S1](the "Guaranteed Annual Energy Production").

7.3.2 Performance of Power Curve Tests.

All tests of the power curve (the "Power Curve Tests") and evaluations thereof shall be conducted and interpreted in compliance with the Power Curve Test procedures set forth in Section 7.3.3, Section 7.3.4, and Exhibit S1 (the "Power Curve Test Procedure"), and shall be commenced within thirty (30) days after Unit Commissioning Completion of the last Unit for the Project. Enron Wind and Purchaser shall agree upon the location of the meteorological masts for use at the Project Site solely for the purposes of the Power Curve Tests. Site Calibration in compliance with Section 7.3.3 and Exhibit S1 shall be completed and the temporary meteorological mast(s) and equipment removed prior to the scheduled erection of each of the selected Proxy Units at Purchaser's expense. All Power Curve Tests shall be conducted by an Independent Tester. Purchaser and Enron Wind shall have the right to be present during each Power Curve Test, and Purchaser shall notify Enron Wind in writing not less than fourteen (14) days in advance of the commencement of each Power Curve Test. Within fifteen (15) Business Days following completion of the Power Curve Test, Purchaser shall provide Enron Wind with a detailed written report setting forth the results of such Power Curve Test. Enron Wind shall have the right to receive a copy of all recorded data resulting from each Power Curve Test and to verify, at Enron Wind' sole cost and expense, the results of any Power Curve Test. Purchaser shall bear all costs and expenses for Power Curve Tests, including for the temporary meteorological masts and permits and test instrumentation, (except as provided in Section 7.3.5). The TPPI provided by Enron Wind shall be installed and used for the Power Curve Tests.

Prior to the commencement of any Power Curve Test, Enron Wind shall be permitted to review and approve the test set up which approval by Enron Wind shall not be unreasonably denied. Any changes requested by Enron Wind based upon such review shall be promptly made by Purchaser. In addition, a wind farm meteorological mast cannot be used for any Proxy Unit unless the Proxy Unit location and the wind farm meteorological mast location and orientation are approved by Enron Wind prior to the commencement of the Power Curve Test.

7.3.3 Selection of Proxy Units.

The Parties shall agree on the number of (minimum of ____) Units that shall serve as Power Curve Test proxy Units for the Project in accordance with the formula set forth in Exhibit S1. In accordance with Exhibit L1 and Exhibit L2, Purchaser and Enron Wind shall agree upon the location of the Units that shall serve as proxy Units for all Units comprised within the Project (the "Proxy Units"). The selection of the location of the Proxy Units shall be made in accordance with the parameters set forth in Exhibit S1 so as to minimize the testing uncertainties. For each Proxy Unit, Purchaser shall perform a Site Calibration with respect to the wind speed in accordance with the procedure specified in the Power Curve Test Procedure set forth in Exhibit S1. Such Site Calibration shall be performed on behalf of Purchaser by the Independent Tester. Purchaser shall bear all costs and expenses for such Site Calibration.

7.3.4 Determination of Measured Power Curve.

A Power Curve Test will be conducted in order to establish the Measured Annual Energy Production for each of the Proxy Units. If only one (1) Proxy Unit is selected for the Project, then the Measured Annual Project Energy Production shall be equal to the Measured Annual Energy Production of such Proxy Unit. If more than one (1) Proxy Unit is selected for the Project, then the Measured Annual Project Energy Production shall be equal to the arithmetic average of the Measured Annual Energy Production of all the Proxy Units for the Project. If the results of the Power Curve Test indicate that the Measured Annual Project Energy Production meets or exceeds the Guaranteed Annual Energy Production, the Guaranteed Annual Energy Production with respect to all of the Units comprised within the Project shall be deemed proven and Enron Wind shall have no further liability with respect to the Guaranteed Annual Energy Production of the Units. If the results of the Power Curve Test demonstrate that the Measured Annual Project Energy Production fails to meet or exceed the Guaranteed Average Energy Production, the Parties and the Independent Tester will promptly evaluate the cause of the failure to meet the Guaranteed Average Energy Production.

7.3.5 Enron Wind' Correction and Remeasurement Option.

If it is determined based upon the Power Curve Test that the Measured Annual Project Energy Production does not meet or exceed the Guaranteed Annual Energy Production due solely to the fault of Enron Wind or its Subcontractors, Enron Wind may, within thirty (30) days from the date of Enron Wind' receipt of the written report from Purchaser pursuant to Section 7.3.2 inform Purchaser that Enron Wind intends to carry out correction and remeasurement. In such case, after Enron Wind' receipt of such written report from Purchaser, Enron Wind shall within the Warranty Period, but no less than three hundred sixty-five (365) days after the completion of the Power Curve Test and provision of the results by Purchaser to Enron Wind, inspect the Proxy Unit(s) and adjust or make such other modifications to such Proxy Unit(s) as Enron Wind deems necessary. Following such adjustments and/or modifications, Enron Wind shall notify Purchaser and the Independent Tester that the Proxy Units are ready for re-testing and Purchaser and the Independent Tester shall repeat the Power Curve Test in accordance with Section 7.3.2. If the repeat Power Curve Test following such adjustments and/or modifications demonstrates that the Measured Annual Project Energy Production is equal to or greater than the Guaranteed Annual Energy Production, the Guaranteed Annual Energy Production shall be deemed proven and Enron Wind shall, within a commercially reasonable period of time, make similar adjustments and/or modifications to the other Units provided under this Agreement, as applicable. Following the completion of such adjustments and/or adjustments, Enron Wind shall have no further liability with respect to the Guaranteed Annual Energy Production for such Units.

7.3.6 Remedies for Low Measured Energy Yield.

If, after performance of a Power Curve Test under Section 7.3.4 and, if applicable, the subsequent repeat Power Curve Test(s) under Section 7.3.5, the Measured Annual Project Energy Production does not meet or exceed the Guaranteed Annual Energy Production due solely to the fault of Enron Wind or its Subcontractors, Enron Wind shall pay Purchaser, as liquidated damages, an amount equal to seventy thousand five hundred Canadian Dollars (C$70,500) per Unit for each percent, or prorated portion of such amount for a fraction of a percent, by which the Measured Annual Project Energy Production is less than the Guaranteed Annual Energy Production (the "Energy Production Liquidated Damages"). Enron Wind shall pay the amount of Energy Production Liquidated Damages determined for the Project, if any, to Purchaser within thirty (30) days following the later of completion of the Power Curve Test and receipt of

Purchaser's invoice for the applicable liquidated damages or the completion of Enron Wind' Remeasurement Option Power Curve Test and receipt of Purchaser's invoice for the then applicable liquidated damages, provided that Enron Wind' total liability for all Energy Production Liquidated Damages shall be limited to ten percent (10 %) of the total Contract Price.

7.3.7 Assumptions of the Power Curve and Power Curve Test.

The Guaranteed Annual Energy Production assumes a typical undisturbed, substantially horizontal air flow on a standard day at air density of 1.1 kg/m3 and clean blades, and that the Proxy Units are being operated in accordance with Enron Wind' Operating Manual and revisions thereto and Enron Wind' technical service bulletins including the replacement of worn or failed parts. In determining whether or not a given Proxy Unit is performing at the guaranteed level, adjustments of the measurements shall be made for the actual air density as a function of the measured air pressure and temperature which such Proxy Units experience at the Project Site to that of the Project Site nominal air density. Data from periods during any Power Curve Test when the blades are not clean or when wind conditions (air turbulence and/or wind shear) do not represent normal undisturbed, substantially horizontal airflow conditions for the Project Site shall be discarded and not included in the Power Curve Test results.

7.4 Treatment of Availability and Energy Production Liquidated Damages.

Subject to the provisions of Section 7.2 and Section 7.3, Enron Wind shall not be liable for any Average Availability Liquidated Damages and/or any Energy Production Liquidated Damages to the extent arising from or caused by: (i) modifications, alterations or repairs to the Unit(s) or Spare Parts affecting Unit operation and/or design not performed by Enron Wind or its Subcontractors; (ii) the Unit or Spare Parts not being operated, serviced or maintained in accordance with the Wind Turbine Generator Technical Specifications, the SCADA Technical Specifications, the Enron Wind' technical service bulletins and any revisions thereto, and/or the Operating Manual and the Service Manual and any revisions thereto; (iii) the use of materials, equipment or layouts other than as set forth in the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications; (iv) a Force Majeure Event, accident, vandalism, malicious mischief or theft; (v) the actual Project Site conditions deviating from the Unit design conditions to the extent that such deviations are not permitted under Exhibit G3 or (vi) any loading, transportation, unloading, erection, installation or Mechanical Completion of the Unit(s) or Spare Parts performed by Purchaser or a Balance of Plant Contractor.

Enron Wind' combined liability for Average Availability Liquidated Damages and Energy Production Liquidated Damages shall be limited to twenty percent (20%) of the Contract Price. The payment of such liquidated damages by Enron Wind is Purchaser's sole and exclusive remedy and Enron Wind' sole and exclusive liability with respect to Enron Wind' failure to achieve the Guaranteed Project Availability and the Guaranteed Annual Energy Production as set forth herein whether the claims of Purchaser are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence or strict liability) or on any other legal or equitable theory.

7.5 Sound Level Guarantee, Tests and Remedies.

7.5.1 Sound Level Guarantee.

Enron Wind guarantees that the sound level of each Wind Turbine Generator (exclusive of background noise, rain, etc.) shall not exceed 106 dBA minus the test uncertainty described in Exhibit T at a wind speed of eight (8) meters/second measured at ten (10) meters above ground level when tested in accordance with the procedures set forth in Exhibit T (the "Sound Level Guarantee"). Enron Wind' obligation to achieve the Sound Level Guarantee is a make good obligation which is not subject to liquidated damages.

7.5.2 Performance of Sound Level Test.

The Sound Level Test of a Wind Turbine Generator and the evaluations thereof shall be conducted at Purchaser's option and at Purchaser's sole cost and expense, and if conducted shall be conducted within thirty (30) days after Project Commissioning Completion in compliance with the Sound Level Test Procedure set forth in Exhibit T. All Sound Level Tests shall be conducted by a qualified contractor selected by Purchaser which contractor is not a competitor of Enron Wind and otherwise must be reasonably acceptable to Enron Wind. Purchaser and Enron Wind shall have the right to be present at each Sound Level Test, and Purchaser shall notify Enron Wind in writing not less than fourteen (14) days in advance of the commencement of each Sound Level Test. Within fifteen (15) Business Days following completion of each Sound Level Test, Purchaser shall provide Enron Wind with a detailed written report setting forth the results of such Sound Level Test. Enron Wind shall have the right to a copy of all recorded data resulting from each Sound Level Test and to verify, at Enron Wind' sole cost and expense, the results of any Sound Level Test. Promptly (but in any event within ten (10) Business Days thereafter) upon achievement of a successful Sound Level Test, Purchaser shall deliver to Enron Wind a written notice indicating such achievement.

7.5.3 Procedures on Sound Level Test Failure.

If any tested Wind Turbine Generator fails to satisfy the Sound Level Guarantee in the initial Sound Level Test, unless such failure is otherwise excused under the provisions of this Agreement, Enron Wind shall repair or replace the relevant Wind Turbine Generator in order to cause such Wind Turbine Generator to satisfy the Sound Level Guarantee. No later than thirty (30) days following the completion of such repair or replacement by Enron Wind, Purchaser shall cause a new Sound Level Test to be commenced in accordance with Section 7.5.2. Such testing and repair procedure shall be repeated until the tested Wind Turbine Generator(s) satisfy the Sound Level Guarantee.

ARTICLE 8

LIMITATION OF LIABILITY

8.1 Maximum Liability.

Notwithstanding any other provision of this Agreement, Purchaser expressly agrees that the remedies provided it herein are exclusive and that the maximum aggregate claims against or liability of Enron Wind and any Enron Wind Party (including specifically Enron Wind Wind Power A/S) with respect to this Agreement or anything done in connection therewith such as the performance or breach thereof, or from the engineering, manufacture, sale, Delivery, Technical Field Assistance with respect to Purchaser's unloading, erection, installation and Mechanical Completion of the Units, Commissioning or use or performance of the Units or performance of Services, whether based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability), under warranty or under any other legal or equitable theory, shall not exceed the total Contract Price.

8.2 Consequential Damages.

Notwithstanding any other provision of this Agreement, neither Enron Wind nor any Enron Wind Party(including specifically Enron Wind Wind Power A/S) shall be liable for any consequential, special, punitive, exemplary, indirect or incidental losses or damages whatsoever, or for any loss of power, loss of information or data, interruption of operations or loss of use, loss of production, cost of capital, cost of purchased or replacement power, loss of goodwill, loss of interest, loss of opportunity, claims of customers of Purchaser, loss of revenues or profit or the loss of use thereof, or damage to or loss of any of Purchaser's property or equipment (except as otherwise expressly set forth in Section 15.1.4), whether based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability), under warranty or under any other legal or equitable theory, and Purchaser hereby releases Enron Wind and its Subcontractors from any such liability.

8.3 Releases Valid in All Events.

Releases, disclaimers and limitations on liability expressed in this Agreement shall apply even in the event of the negligence, strict liability, fault, breach of contract or any other legal or equitable theory of responsibility of the Party whose liability is released, disclaimed or limited.

8.4 Limitation of Liquidated Damages.

The Parties acknowledge and agree that because of the unique nature of the Units and the unavailability of substitute equipment, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Purchaser as a result of Enron Wind' (a) failure to achieve Unit Delivery and/or Unit Commissioning Completion by the applicable Guaranteed Unit Delivery Date and/or Guaranteed Unit Commissioning Completion Date and (b) failure to achieve the Guaranteed Project Availability and/or the Guaranteed Annual Energy Production. It is understood and agreed by the Parties that (i) Purchaser may be damaged by failure of Enron Wind to satisfy such obligations, (ii) if Purchaser is damaged, it would be impracticable or extremely difficult to fix the actual damages resulting therefrom, (iii) any sums which may be payable by Enron Wind under Section 7.1, Section 7.2 and Section 7.3 are in the nature of liquidated damages and not a penalty, (iv) such payments each represent a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from each such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any such failure by Enron Wind and (v) notwithstanding any other provision of this

Agreement and the liquidated damages limits set forth in Section 7.1.1, Section 7.1.2, Section 7.1.3, Section 7.2.1, Section 7.3.6 and Section 7.4, the total amount of liquidated damages for which Enron Wind is liable under this Agreement is limited to twenty-four percent (24%) of the Contract Price. Once payment of the full amount of liquidated damages due and owing by Enron Wind under this Agreement has been made or the limits on such payments as set forth in this Section 8.4 have been reached, Enron Wind shall be relieved of any further liability in respect of any short-comings in accomplishing the Work for which liquidated damages constitute the agreed-upon remedy.

8.5 Exclusive Remedies.

The Parties agree that the express remedies provided to them in this Agreement are exclusive and in lieu of all other remedies whether the claims are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability), or on any other legal or equitable theory.

8.6 Liability Period.

Any and all liability of Enron Wind, or a Enron Wind Party to Purchaser under or with respect to this Agreement or anything done in connection therewith, such as the performance or breach thereof, or from the engineering, manufacture, sale, Delivery, Technical Field Assistance with respect to Purchaser’s unloading, erection, installation and Mechanical Completion of the Units, Commissioning, or use or performance of the Units or performance of Services, whether based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability) or on any other legal or equitable theory, shall terminate no later than twelve (12) months after the expiration of the Warranty Period.

NOTICE OF ANY CAUSE OF ACTION BY THE PURCHASER MUST BE GIVEN TO ENRON WIND NO LATER THAN TWELVE (12) MONTHS AFTER THE EXPIRATION OF THE WARRANTY PERIOD. PURCHASER EXPRESSLY AGREES THAT NEITHER ENRON WIND, ANY ENRON WIND PARTY NOR ITS SUBCONTRACTORS WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT (INCLUDING FUNDAMENTAL BREACH OR A BREACH OF A FUNDAMENTAL CONDITION) IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, UNLESS NOTICE OF ANY CAUSE OF ACTION BY THE PURCHASER IS GIVEN TO ENRON WIND NO LATER THAN TWELVE (12) MONTHS AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

8.7 Extent of Waivers.

THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY, AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE SHALL EXTEND TO THE AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AGENTS OF ENRON WIND AND ITS AFFILIATES OR SUCCESSORS.

8.8 Extent of Conflicts.

The provisions of this Article shall prevail over any conflicting or inconsistent provisions set forth elsewhere in this Agreement.

ARTICLE 9

SCOPE CHANGES

9.1 Scope Changes.

Purchaser may, from time to time, without invalidating this Agreement, request changes in (i) the Technical Field Assistance, (ii) the Commissioning of the Units or (iii) the Work Schedule by notification in writing to Enron Wind. If (a) Enron Wind determines, within fifteen (15) Business Days after receipt of the request for a change, that the change request of Purchaser is technically and commercially feasible and requires a change in the scope of Work, Contract Price or the Work Schedule, or (b) Purchaser fails to perform its obligations under Article 5 or other provisions of this Agreement and such failure results in increased costs to Enron Wind or delays Enron Wind' performance of the Work and/or ability to meet the milestones contained in the Work Schedule, including any guaranteed dates set forth therein, or (c) for any other event set forth in this Agreement for which Enron Wind has the right to a change in the scope of Work, Contract Price or the Work Schedule (collectively a "Scope Change"), in which case Enron Wind shall be entitled to a Scope Change Order, then Enron Wind may provide Purchaser with its proposed adjustments in writing, together with such estimates, calculations and other data as may be reasonably required by Purchaser to evaluate such proposal. Unless otherwise agreed by Purchaser and Enron Wind in writing, proposed adjustments to the Contract Price shall be on a fixed-price basis. Adjustments to the Work Schedule shall reflect only the reasonable and necessary impact on the then-estimated Milestone Dates after all reasonable action is taken at Purchaser's expense to minimize the impact.

9.2 Commencement of Scope Changes.

Any Scope Changes to be implemented under this Article 9, including adjustments to the Contract Price and/or Work Schedule, shall be reflected in a written modification signed by both Purchaser and Enron Wind (the "Scope Change Order"). Enron Wind shall not perform any additional work or Scope Changes requested by Purchaser until Purchaser and Enron Wind have approved and executed a Scope Change Order incorporating all appropriate adjustments required in connection with implementing the Scope Change Order in question; provided that, if all provisions applicable to such Scope Change Order have been agreed upon except for the price, and Purchaser has expressly authorized Enron Wind in writing to perform the work proposed in the Scope Change Order on a time and materials basis, then Enron Wind shall perform the work in such Scope Change Order on a time and materials basis. Enron Wind shall diligently perform the work agreed to in the Scope Change Order in accordance with and subject to the terms and conditions of this Agreement. For the work in any Scope Change Order to be performed on a time and materials basis, unless the Parties subsequently agree on a fixed price, the price shall be determined on the following basis:

(a) any services, including engineering services and project management, provided by

Enron Wind, but not including the cost of components and materials, shall be charged at Enron Wind' standard rates in effect at the time of the performance of such services; and

(b) engineering and other services and repairs provided by any Subcontractor shall be charged at Enron Wind' actual direct cost therefor plus thirty percent (30%); and

(c) components, equipment or materials for the Unit manufactured by or for Enron Wind shall be charged at the then current market price for such components, equipment or materials; and

(d) any components, equipment or materials not covered by subsection (c) above shall be charged at Enron Wind' actual direct cost therefor plus thirty percent (30%).

Enron Wind shall prepare and provide reasonable calculations of such time and materials charges and Subcontractor invoices, time sheets and other documents to support any such costs. Purchaser reserves the right to contest the validity and/or amount of any such costs.

9.3 Scope Changes Caused by a Force Majeure Event or a Purchaser Caused Delay.

(a) If a Force Majeure Event occurs that affects Enron Wind or one of its Subcontractors and results in (i) a delay in Enron Wind' achievement of a milestone set forth on the Work Schedule by the Milestone Date required therefor and/or Unit Delivery or Unit Commissioning Completion by the applicable Guaranteed Unit Delivery Date and/or Guaranteed Unit Commissioning Completion Date and/or (ii) an increase in Enron Wind' cost of performance, then Enron Wind shall be entitled to a Scope Change Order allowing an extension for the period of time reasonably necessary to overcome such delay and an increase in the Contract Price. Within thirty (30) days after Enron Wind becomes aware of any Force Majeure Event, Enron Wind shall notify Purchaser of its estimate of the impact of the Force Majeure Event and the need for any corresponding Scope Change Order.

(b) If a Purchaser Caused Delay occurs that directly results in a delay in Enron Wind' achievement of a milestone set forth on the Work Schedule by the Milestone Date required therefor and/or Unit Delivery or Unit Commissioning Completion by the applicable Guaranteed Unit Delivery Date and/or Guaranteed Unit Commissioning Completion Date, respectively, then Enron Wind shall be entitled to a Scope Change allowing an extension of the Work Schedule to the extent of the actual, substantiated delay and to an increase in the Contract Price to cover any actual, substantiated increased cost in Enron Wind' performance of the Work as a result thereof.

9.4 Scope Changes Caused by a Change in Applicable Laws and/or Applicable Standards and/or Direction of Purchaser.

If Enron Wind believes that any Change in Applicable Laws, new Applicable Laws and/or Change in Applicable Standards promulgated after the Effective Date, or any requirement to meet any of the other items set forth in Section 4.9 or if any direction, action or inaction of Purchaser with respect to the Work is outside of the Scope of Work or causes an increase in the cost or schedule for Enron Wind performance of the Work, then Enron Wind shall promptly, after becoming aware of such change or direction, action or inaction of Purchaser, notify Purchaser of the need for a Scope Change Order. Enron Wind shall thereafter prepare and deliver to Purchaser in writing its proposed Scope Change Order containing adjustments to the Contract Price, the Work Schedule and any other affected terms and conditions of the Agreement, together with such estimates, calculations and other data as may be reasonably required to evaluate such proposed Scope Change Order. Such adjustments shall be fair and equitable, and with respect to the Contract Price shall reflect the necessary cost impact plus a thirty percent (30%) markup on those costs and with respect to the Work Schedule shall reflect the necessary impact on the then-estimated Milestone Dates after all reasonable action is taken at Purchaser's expense to minimize the impact thereof.

9.5 Wind Delay/Weather Delay at the Project Site Changes.

In the event any Wind Delay or Weather Delay at the Project Site is incurred by Enron Wind in the performance of the Work, the Work Schedule shall be extended for each such Wind Delay or Weather Delay at the Project Site and the Contract Price shall be increased for the costs incurred by Enron Wind as a result of each such Wind Delay or Weather Delay at the Project Site in accordance with the provisions of Section 11.3. Any of such changes in the Work Schedule or Contract Price shall be made through a Scope Change Order executed in accordance with this Article 9.

9.6 Enron Wind Changes.

Enron Wind may make changes in or modifications to the Units, the Wind Turbine Generator Technical Specifications, and/or the SCADA Technical Specifications provided that any such change or modification shall not adversely affect the functionality, productivity, and/or availability of the Units, the Warranties, the Guaranteed Annual Energy Production, the Guaranteed Project Availability, the Purchaser's costs for the balance of the plant, the Guaranteed Unit Delivery Dates, the Guaranteed Unit Commissioning Completion Date and the costs of operation and/or service and maintenance of the Units without the prior written approval of Purchaser.

ARTICLE 10

WARRANTIES

10.1 Warranty Provisions.

10.1.1 Unit Warranty.

Enron Wind warrants that for the Warranty Period (as the same may be extended hereunder): (i) the Units and all other materials, equipment and systems supplied by Enron Wind or its Subcontractors and incorporated into the Work shall be new and unused at the time of Delivery except as otherwise provided for with respect to refurbished components used in connection with warranty repairs pursuant to Section 10.1.2, free of defects in design, workmanship and materials and in compliance with the applicable Technical Specifications set forth in this Agreement and (ii) the completed Work shall perform its intended function to generate electricity from wind as specified in the Agreement, (collectively, the "Warranty").

10.1.2 Correction of Unit Deficiencies.

During the Warranty Period, Enron Wind shall, at its sole cost and expense, after receipt of written notice from Purchaser of the failure of any defective component of the Unit correct, repair or replace any such failed component of the Unit with new or refurbished components (the "Warranty Correction"). Purchaser shall provide Enron Wind with such physical and/or electronic access to the Project Site and the Units located thereon as Enron Wind shall require to perform the Warranty Correction, and the Parties shall schedule such corrections, repairs or replacements of the components of the Unit as reasonably necessary so as to attempt to minimize disruptions to the operation of the Unit. Enron Wind shall bear all of its costs and expenses associated with such Warranty Correction, including necessary disassembly, transportation and reassembly.

10.1.3 Warranty Period Extension for Unit Warranty Correction.

The Warranty Period with respect to any component of a Unit on which a Warranty Correction is performed shall extend for the longer of (a) the expiration of the original Warranty Period applicable to such component or (b) one (1) year from the date of completion of the applicable Warranty Correction, but in no event longer than one (1) year beyond the expiration of the original Warranty Period.

10.1.4 Not Used.

This Section intentionally left blank.

10.1.5 Not Used.

This Section intentionally left blank.

10.1.6 Not Used.

This Section intentionally left blank.

10.1.7 Services Warranty.

Enron Wind warrants that the Services provided by Enron Wind shall be performed with competent professional skill, knowledge and judgment and shall be free from defects in workmanship (the "Services Warranty").

10.1.8 Correction of Services Deficiencies.

During the Services Warranty Period, Enron Wind, at its sole cost and expense, after receipt of written notice from Purchaser of the failure of any Services to comply with the Services Warranty, shall reperform the defective Services or, in the event any such reperformance is impractical, refund that portion of the price applicable to such defective Services (the "Services Warranty Correction"). Purchaser shall provide Enron Wind with such physical and/or electronic access to the Project Site and the Units located thereon as Enron Wind shall require to perform the Services Warranty Correction, and the Parties shall schedule such reperformance of the Services as reasonably necessary so as to attempt to minimize disruptions to the operation of the Unit. Enron Wind shall bear all of its costs and expenses associated with such Services Warranty Correction.

10.1.9 Warranty Period Extension for Services Warranty Correction.

The Services Warranty Period with respect to any Services on which a Services Warranty Correction is performed shall extend for the longer of (a) the expiration of the original Services Warranty Period applicable to such Services or (b) one (1) year from the date of completion of the applicable Services Warranty Correction, but in no event longer than one (1) year beyond the expiration of the original Services Warranty Period.

10.1.10 Limitations on Warranty Correction.

Subject to the other provisions of this Article 10, Enron Wind shall not be liable for (i) normal wear and tear, (ii) any damages caused to the Units, or components or Spare Parts due to the failure of a Unit or any component thereof, a Spare Part and/or any Service to comply with the applicable Warranty, Spare Part Warranty or Services Warranty, any other applicable warranty nonconformances or any other breach of the applicable warranty, or (iii) any damages to the Units, components or Spare Parts or any other applicable warranty nonconformances or breach of the applicable warranty to the extent arising from or caused by: (a) modifications, alterations, corrections, repairs or replacements to the Unit(s) affecting Unit operation and/or design not performed by Enron Wind or its Subcontractors; (b) the Unit or Spare Parts not being stored, operated, serviced or maintained in accordance with the Wind Turbine Generator Technical Specifications, the SCADA Technical Specifications, the Enron Wind' technical service bulletins and revisions thereto, and/or the Operating Manual and the Service Manual and any revisions thereto; (c) the use of materials, equipment or layouts other than as set forth in the Wind Turbine Generator Technical Specifications and the SCADA Technical Specifications; (d) Project work performed or other Project equipment or systems designed or supplied by Purchaser or another Purchaser Party; (e) the actual site conditions deviating from the Unit design conditions to the extent that such deviations are not permitted under Exhibit G3; (f) a Force Majeure Event, accident, vandalism, malicious mischief or theft or (g) any unloading, erection, installation, or Mechanical Completion of the Unit(s) or Spare Parts performed by Purchaser or a Balance of Plant Contractor. In addition, Enron Wind' obligation to provide any Warranty Corrections is subject to Purchaser providing all necessary access to the Project Site and the Project Site infrastructure required to perform the applicable Warranty Correction. If, during the respective Warranty Period, any portion of the Work is replaced pursuant to a Warranty Correction, such replaced portion of the Work shall become the property of Enron Wind with a deemed value of zero (0) Canadian Dollars. [NTD: Parties to discuss Purchaser's inspection of removed components]

10.2 Maintenance Services.

"Maintenance Service" shall mean the scheduled and unscheduled maintenance, replacement and repair of components of the Units in accordance with the Enron Wind Manuals and revisions thereto, Enron Wind' technical service bulletins and revisions thereto, and other technical documentation supplied by Enron Wind to Purchaser.

During the Warranty Period, if the Service and Maintenance Agreement between Enron Wind and Purchaser is terminated due to a failure by Enron Wind to perform as obligated thereunder, the Purchaser shall be required to use only qualified and properly trained personnel to perform the Maintenance Service, shall cause the Units to receive all required Maintenance Services and shall follow, or cause to be followed, Enron Wind' reasonable instructions with respect to the Maintenance Service that is not being performed in accordance with the applicable Enron Wind Manuals or the technical service bulletins referenced above. Enron Wind shall have twenty-four (24) hours a day, seven (7) days a week remote access to the SCADA System and may provide service personnel who shall have the right, upon reasonable notice, to be present during the performance of Maintenance Service or other work on the Units during the Warranty Period. During the Warranty Period, Purchaser shall maintain or cause to be maintained complete service logs of all Maintenance Service of the Units and provide Enron Wind with, or cause Enron Wind to be provided with, current and complete copies of the same. Enron Wind shall have the right to inspect all Maintenance Service of the Units throughout the Warranty Period to confirm compliance with the applicable Enron Wind Manuals. If Enron Wind reasonably believes that Purchaser or the operator of the Units is not capable of performing, or consistently fails to perform, the Maintenance Service, then Enron Wind shall provide written notice thereof to Purchaser and Purchaser shall take prompt corrective action to perform such Maintenance Service according to Enron Wind' instructions. If within thirty (30) days of Purchaser's receipt of such notice Purchaser shall have failed to implement such corrective action and Enron Wind reasonably believes that Purchaser's Maintenance Service continues to be deficient, Enron Wind may after providing five (5) days' written notice to Purchaser, suspend its remaining Warranty and Guaranteed Project Availability and Contract Power Curve with regard to such Unit(s) affected by such defective Maintenance Service, until such defective Maintenance Service and the impacts thereof are corrected by Purchaser. The failure of Enron Wind to provide any such notices shall not relieve Purchaser of its Maintenance Service obligations or make Enron Wind responsible for any Warranty Correction that it would not otherwise be responsible to provide.

10.3 Not Used.

This Section intentionally left blank.

10.4 Subcontractor Warranties.

Enron Wind shall be responsible for enforcing the warranties of its Subcontractors during the Warranty Period.

10.5 Serial Defect.

If during the original Warranty Period twenty percent (20%) or more of the same Major Component in the Units at the Project Site (rounded up to the next whole number of such Major Component) fail to meet the Warranty due to the same apparent cause (a "Potential Serial Defect"), Enron Wind at its sole cost and expense shall promptly perform or cause to be performed a root cause analysis with respect to such Potential Serial Defect. If such analysis shows that such failures to meet the Warranty have the same root cause (a "Serial Defect") and Enron Wind determines that such Serial Defect will affect the same Major Component in other Units at the Project Site, Enron Wind shall take such preventative or remedial action, as is reasonable under the circumstances, in an effort to avoid the occurrence of the same non-conformances in such affected Major Component in the other Units as those which have exhibited the Serial Defect. Such preventative or remedial action may include the correction, repair and/or replacement of the Major Component in question determined by Enron Wind to be affected in all of the Units at the Project Site or, where there is insufficient objective evidence from the root cause analysis which demonstrates that the Serial Defect affects or will affect the same Major Component in any of the other Units at the Project Site, such preventative or remedial action may simply involve Enron Wind monitoring the performance of the Major Component in question in all of the other Units until the end of the Warranty Period rather than making any correction, repair and/or replacement of such affected Major Component in the Units. Where the preventative or remedial action involves the correction, repair or replacement of the applicable Major Component, Enron Wind shall carry out the remedial action in a manner reasonable in the circumstances. Promptly following Enron Wind' determination of the root cause of the Serial Defect and the need to take preventative or remedial action by correction, repair or replacement of the applicable Major Components, Enron Wind shall notify Purchaser of the estimated time that it will take Enron Wind to correct, repair or replace the necessary Major Component. The warranty period for all such Major Components corrected, repaired or replaced in connection with the Serial Defect shall extend until the longer of (a) the expiration of the original Warranty Period applicable to such corrected, repaired or replaced Major Component, or (b) one (1) year from the date of completion of the applicable corrections, repairs or replacements, but in no event longer than one (1) year beyond the expiration of the original Warranty Period.

10.6 Exclusivity of Warranties, Guarantees and Remedies.

THE EXPRESS WARRANTIES AND GUARANTEES SET FORTH IN THIS ARTICLE 10, ARTICLE 7 AND THE WARRANTY OF TITLE SET FORTH IN SECTION 13.1 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER STATUTORY, EXPRESS OR IMPLIED, (INCLUDING ALL WARRANTIIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR OTHERWISE). THERE ARE NO OTHER WARRANTIES OR GUARANTEES, AGREEMENTS OR UNDERSTANDINGS, ORAL OR WRITTEN, WHICH EXTEND BEYOND THOSE SET FORTH IN THIS ARTICLE 10, ARTICLE 7 AND THE WARRANTY OF TITLE SET FORTH IN SECTION 13.1 WITH RESPECT TO THE WORK, INCLUDING THE UNITS, WHETHER THE CLAIMS OF PURCHASER ARE BASED IN CONTRACT

(INCLUDING FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL CONDITION), IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Accordingly, no statements, descriptions, specifications or other representations with respect to the Work, including the Units, whether set forth in this Agreement, including the Wind Turbine Generator Technical Specifications, the SCADA Technical Specifications and other Exhibits, attachments and appendices hereto, or any quotations, proposals, drawings, manuals or other documentation, shall be or be deemed to be a warranty or guarantee of the Work, including the Units, or any part thereof. For the avoidance of doubt, in the event that physical loss or damage to the Work (including the Units) results from the failure of a defective portion of the Work, Enron Wind' liability under this Article 10 shall not exceed the cost of performing such replacement, repair, or correction which Enron Wind would have had to perform if such replacement, repair or correction had been carried out immediately prior to the occurrence of the physical loss or damage. Correction of Warranty and guarantee nonconformities in the manner, to the extent and for the period of time required pursuant to this Article 10, Article 7, and Section 13.1, respectively, constitutes complete fulfillment of all the liabilities of Enron Wind to Purchaser with respect to any claim relating to a breach or failure of any Warranty or guarantee whether the claims are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability) or any other legal or equitable theory.

ARTICLE 11

FORCE MAJEURE AND WIND DELAY/WEATHER DELAY

11.1 Excused Performance.

Enron Wind shall not be liable or in breach of this Agreement for any failure to perform or delay in performance of its obligations under the Agreement caused by, resulting from or in connection with any Force Majeure Event; provided that the suspension of performance shall be of no greater scope and of no longer duration than is required by Enron Wind to overcome the effects of the Force Majeure Event.

Enron Wind shall give Purchaser oral notice of the occurrence of the Force Majeure Event, with written notice of the occurrence describing the particulars being given promptly thereafter, but in no event more than ten (10) Business Days after Enron Wind becomes aware of such occurrence, and written notice estimating the Force Majeure Event's duration and potential impact on the performance of Enron Wind' obligations hereunder being given within thirty (30) days thereafter;

Enron Wind shall use reasonable efforts to continue to perform its obligations that are not impacted by the Force Majeure Event, and when Enron Wind is able to resume performance of the affected obligations, Enron Wind shall give Purchaser written notice to that effect, a Scope Change Order shall be executed by Purchaser and Enron Wind in accordance with Section 9.3 and thereafter Enron Wind shall promptly resume performance.

11.2 Damage.

If in the consequence of a Force Majeure Event the Work shall suffer loss or damage, then Enron Wind shall be entitled to be paid the price for the Work performed without regard to the actual loss or damage that has occurred.

11.3 Wind Delay/Weather Delay at the Project Site.

The Work Schedule and Contract Price do not include any Wind Delay or Weather Delay at the Project Site. Accordingly, Enron Wind shall be entitled to an extension of the Work Schedule for each Wind Delay or Weather Delay at the Project Site and an increase in the Contract Price for the costs incurred by Enron Wind as a result of each Wind Delay or Weather Delay at the Project Site. Any changes in the Work Schedule or Contract Price required in accordance with this Section 11.3 shall be made through a Scope Change Order in accordance with Section 9.5 allowing an extension of time in the Work Schedule for the number of days equal to the total number of hours that Enron Wind' performance is delayed by the Wind Delay and/or Weather Delay at the Project Site divided by ten (10) and then rounded up to the next whole number and an increase in the Contract Price for the Wind Delay or Weather Delay at the Project Site at Enron Wind' standard rates in effect at the time of performance. Promptly after the occurrence of a Wind Delay or Weather Delay at the Project Site, the Enron Wind Project Site representative shall present a Wind Delay/Weather Delay documentation form to the Purchaser's Project Site representative for execution. This form shall note the date and shift which was delayed based upon the wind and/or weather conditions. Enron Wind shall invoice for and Purchaser shall pay the increase in the Contract Price for the Wind Delay and Weather Delay at the Project Site on a monthly basis.

ARTICLE 12

INSURANCE

12.1 Enron Wind' Insurance.

In accordance with Exhibit L1, Enron Wind shall provide a certificate of insurance and thereafter shall maintain until the termination, completion or expiration of the Agreement the following insurance with insurance carriers that maintain a *Best's* rating of at least "A-VIII" or such carriers that are otherwise acceptable to Purchaser, and permitted to do business in Canada:

12.1.1 Worker's Compensation.

Enron Wind shall provide and maintain worker's compensation insurance as required by Applicable Laws and employer's liability insurance with a limit of liability of One Million Canadian Dollars (C$1,000,000) for each accident.

12.1.2 Commercial General Liability.

Enron Wind shall provide and maintain commercial general liability insurance with a One Million Canadian Dollars (C$1,000,000) combined single policy limit for each occurrence and in the aggregate, including coverage for contractual liability, broad form property damage, explosion, collapse and underground (XCU) risks, personal injury, and products and completed operations.

12.1.3 Automobile Liability.

Enron Wind shall provide and maintain business auto liability insurance covering owned, non-owned and hired automobiles in the amount of One Million Canadian Dollars (C$1,000,000) combined single policy limit for each accident.

12.1.4 Excess Liability.

Enron Wind shall provide and maintain excess liability insurance covering employer's liability, commercial general liability, and business auto liability, in the amount of Two Million Canadian Dollars (C$2,000,000) combined single policy limit per occurrence and in the aggregate.

12.1.5 Transit Coverage.

Prior to shipment of the Units, an insurance policy shall be maintained by Enron Wind providing transit coverage, including ocean marine coverage (if applicable), for the Units and all equipment intended for incorporation into the Units during transit to the Project Site against the risk of physical loss or damage on an "all risks basis." Such insurance shall be on a "replacement cost" basis insuring the total cost of the Unit(s).

12.2 Purchaser's Insurance.

No later than thirty (30) days prior to the date of commencement of Enron Wind' activities at the Project Site and until such time as Enron Wind has completed its Warranty obligations under this Agreement, Purchaser shall procure and maintain at Purchaser's cost and expense the following insurance with insurance carriers that maintain a *Best's* rating of at least "A-VIII" or such carriers that are otherwise acceptable to Enron Wind, and permitted to do business in Canada:

12.2.1 All Risk Insurance.

"All Risk" insurance policy(ies) covering all work including but not limited to the Units and Enron Wind' Work, and all equipment and supplies at the Project Site intended for use in connection with the Work and the Project, including temporary buildings, Project Site offices and other work at the Project Site but not intended for incorporation in the Project, against the risk of physical loss or damage from any cause, including boiler and machinery coverage and mechanical and electrical breakdown coverage during start-up, commissioning, testing, and operation, subject to normal policy exclusions, but including, however, coverage for resultant loss or damage arising from faulty materials, workmanship, service or design that limits the non-covered costs to those costs incurred to improve the original materials, workmanship or design (such coverage being equivalent to LEG 3 coverage) and extended maintenance coverage, including visits coverage for the duration of the Warranty Period. The policies shall include the Enron

Wind Parties as insured parties for all coverages and provide a waiver of subrogation in favor of the Enron Wind Parties. Such insurance policies shall be in an amount at least equivalent to one hundred fifty percent (150%) of the maximum foreseeable loss reasonably determined by Purchaser (the "Coverage Amount"), and shall provide replacement cost coverage, as well as coverage for removal of debris; provided, however, that if the Coverage Amount is not sufficient to cover any loss or damage which would otherwise be covered but for the limit of the Coverage Amount, Purchaser shall be solely responsible for the amount of such uncovered loss or damage. Such policies shall be non-cancelable, except for non-payment of the premium by Purchaser. Such policies shall contain a severability of interests provision. The deductibles for such insurance policies shall be no more than One Hundred Thousand Canadian Dollars (C$100,000).

The payment of the deductibles for the "All Risk" insurance required pursuant to this Section 12.1 shall be the responsibility of Purchaser, unless the loss covered by such insurance is caused by the negligence or Willful Misconduct of Enron Wind or a Enron Wind Party, in which case the deductible would be paid by Enron Wind, subject to the limitations set forth in Section 15.1.4.

12.2.2 Worker's Compensation.

Purchaser shall provide and maintain worker's compensation insurance as required by Applicable Laws and employer's liability insurance with a limit of liability of One Million Canadian Dollars (C$1,000,000) for each accident.

12.2.3 Commercial General Liability.

Purchaser shall provide and maintain commercial general liability insurance with a One Million Canadian Dollars (C$1,000,000) combined single policy limit for each occurrence and in the aggregate, including broad form contractual liability insurance and broad form property damage, explosion, collapse and underground (XCU) risks, personal injury and products and completed operations.

12.2.4 Automobile Liability.

Purchaser shall provide and maintain business auto liability insurance covering owned, non-owned and hired automobiles in the amount of One Million Canadian Dollars (C$1,000,000) combined single policy limit for each accident.

12.2.5 Excess Liability.

Purchaser shall provide and maintain excess liability insurance covering employer's liability, commercial general liability, and business auto liability, in the amount of Two Million Canadian Dollars (C$2,000,000) combined single policy limit per occurrence and in the aggregate.

12.2.6 Waiver of Subrogation.

Purchaser shall require that its insurers release and waive all rights of subrogation against Enron Wind and the Enron Wind Parties with respect to any "All Risk" and liability insurance carried by Purchaser, whether or not required by this Agreement.

12.3 Certificates and Cancellations.

Enron Wind and Purchaser shall deliver to the other Party certificates of insurance evidencing the placement of all coverage required to have been obtained by them under this Article 12 and, upon the request of Enron Wind, Purchaser shall also provide Enron Wind with copies of the "All Risk" insurance policies required to be provided by Purchaser under this Agreement. All policies of insurance to be provided and maintained hereunder shall provide, by endorsement, that the other Party shall be provided thirty (30) days' prior written notice of any material policy changes or cancellations, and that no such cancellation or change shall be effective without such notice. The failure of either Party to comply with the foregoing insurance requirements shall in no way waive its obligations or liabilities under the Agreement or the rights of Purchaser hereunder against Enron Wind, or the rights of Enron Wind hereunder against Purchaser. As respects the insurance to be obtained and maintained by Purchaser under Section 12.2.1, Purchaser shall consult with Enron Wind and discuss provisions that Enron Wind would want to be included in such insurance policies at least ninety (90) days prior to their required inception to meet the requirements of Section 12.2.1. Purchaser shall use commercially reasonable efforts to include Enron Wind requests in such insurance policies prior to execution.

12.4 Right to Insure.

Should either Party fail to provide or maintain any of the insurance coverage required under this Article 12, the other Party shall have the right to provide or maintain such coverage at the failing Party's expense, either by direct charge in accordance with the terms and conditions of this Agreement or set-off against sums owed pursuant to this Agreement.

ARTICLE 13

TITLE AND RISK OF LOSS

13.1 Title to Equipment.

Subject to the following sentence, Enron Wind warrants that (i) legal title to and ownership of the Units (excluding, however, the Intellectual Property Rights) shall upon Delivery be free and clear of any and all Liens, claims, security interests or other encumbrances; and (ii) such Intellectual Property Rights shall be free and clear of any and all Liens, claims, security interests or other encumbrances that would in any way interfere with Purchaser's use thereof that is permitted by this Agreement. Except as set forth in the next sentence, title to each component of the Units shall pass to Purchaser on Delivery of such component to the Project Site and upon receipt by Enron Wind of the Delivery Payment and title to all Services performed by Enron Wind at the Project Site shall pass to Purchaser upon performance thereof by Enron Wind, subject only to any Lien of Enron Wind that may arise under Applicable Laws that is not otherwise prohibited hereunder. Notwithstanding the foregoing or any other provision of this Agreement, the Intellectual Property Rights are not sold to Purchaser and title thereto shall not be transferred to Purchaser; rather, Enron Wind shall retain sole and exclusive title to the Intellectual Property Rights, and grants to Purchaser a license to use the Intellectual Property Rights in accordance with the terms and conditions set forth in Section 13.2 and Section 18.1 of this Agreement.

13.2 Title to Copies of Drawings.

Title to copies of drawings which are required to be provided to Purchaser hereunder which are owned by Enron Wind shall be automatically transferred to Purchaser when such copies of the drawings are provided to the Purchaser by Enron Wind. However, title to the underlying Intellectual Property Rights contained in such drawings shall not be transferred to Purchaser; rather, title to such Intellectual Property Rights shall be retained solely by Enron Wind or its licensor, and Enron Wind hereby grants Purchaser, subject to the terms and conditions of this Agreement and timely payment of all undisputed amounts due hereunder, an irrevocable, royalty-free, non-exclusive license, subject to Purchaser's ongoing compliance with this Section 13.2 and Section 18.1, which authorizes Purchaser to use and reproduce such drawings for the purpose of completing assembly, erection, Mechanical Completion and installation of the Units, or constructing, operating, maintaining and repairing the Units supplied under this Agreement; provided that (i) such drawings shall not be used to manufacture wind turbine generators, towers or auxiliary equipment and (ii) any third parties who are permitted to access such drawings shall obtain such access solely for the authorized purposes in connection with the Project, and shall first agree to abide by the license and ity restrictions set forth in this Section 13.2 and in Section 18.1. Any permitted purchaser or assignee shall acquire such license subject to the same terms and restrictions as stated in this Section 13.2. Purchaser may retain the necessary number of copies of all such documents solely for purposes of construction, operation, maintenance and repair of the Units. Any costs to register such licenses in Canada shall be paid by Purchaser. Purchaser and its permitted assignees shall not use the Intellectual Property Rights referred to in this Section 13.2 for any purpose other than as expressly authorized herein.

13.3 Risk of Loss.

Irrespective of the passage of title as provided in Section 13.1, and except for loss or damage due to uninsurable events for which Purchaser shall be responsible, Enron Wind shall bear the risk of loss and damage with respect to the components of the Units, and all other materials, equipment and components to be supplied by Enron Wind Parties, or that are within the care, custody and control of Enron Wind Parties, wherever located, that have been or will be incorporated into any particular Unit, the Work or Services, until Delivery to the Project Site of such components of the Unit, other materials, equipment and components supplied by Enron Wind, Work or Services. Upon the transfer of risk of loss and damage pursuant to this Section 13.3, Enron Wind shall relinquish and Purchaser shall assume full and exclusive custody and control of such components of the Unit and Spare Parts, other materials, equipment and components supplied by Enron Wind, Work or Services; provided that Purchaser's assumption of risk of loss and damage shall not obviate Enron Wind' obligations to correct any Warranty non-conformances in accordance with Article 10.

ARTICLE 14

DEFAULT, TERMINATION AND SUSPENSION

14.1 Enron Wind Defaults.

The occurrence of any one or more of the following events shall constitute an event of default by Enron Wind hereunder (each, a "Enron Wind Event of Default"):

(a) Enron Wind makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of any such involuntary proceeding, instituted against Enron Wind but not by Enron Wind, that is not dismissed or stayed within forty-five (45) days after it is commenced;

(b) Enron Wind fails, other than failure of Purchaser to make payments to Enron Wind when obligated and in accordance with this Agreement, to make prompt payments required to be made by Enron Wind to Purchaser under this Agreement, which failure continues for ten (10) days after receipt of written notice of such non-payment from Purchaser;

(c) Enron Wind has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder and such representation is not made true within fifteen (15) Business Days after receipt of written notice thereof from Purchaser; or

(d) Enron Wind is otherwise in material default of any provision of, or materially has failed to perform its obligations under the Agreement provided that if such default or failure to perform can be cured within a commercially reasonable timeframe, Enron Wind shall be permitted such period of time within which to accomplish such cure, so long as Enron Wind commences such cure efforts within fifteen (15) days after written notice from Purchaser and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of any Enron Wind Event of Default hereunder, Purchaser, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to Enron Wind (a "Termination for Cause"). A Termination for Cause shall be effective upon the sixth day following delivery of Purchaser's notice with respect thereto. Subject to the provisions of Section 14.5.2, in the event of a termination by Purchaser under this Section 14.1, Purchaser shall have the right to take possession of and use all of Enron Wind' equipment located at the Project Site on the date of such termination for the purpose of completing the Work and may employ any other Person, other than employees of Enron Wind or its Affiliates, to complete the Work by whatever reasonable method that Purchaser may deem necessary. Purchaser shall, within a reasonable period of time after the Work is finally completed by the work of one or more replacement suppliers and contractors, determine the total cost (including such other contractors' fees) to Purchaser for completing the Work, including all sums previously paid or then owed to Enron Wind pursuant to the Agreement. In contracting with such replacement suppliers and contractors, Purchaser shall, to the extent practicable, cause the Work to be completed in accordance with this Agreement and shall employ reasonable efforts to mitigate the costs incurred in connection with completion of the Work. If the Contract Price is less than the sum of (i) the direct costs incurred by Purchaser to complete the Work, (ii) all other direct damages suffered by Purchaser as a result of the Enron Wind Event of Default, and (iii) all amounts previously paid to Enron Wind pursuant to this Agreement, Enron Wind shall, subject to and not to exceed the limitations upon Enron Wind' liability set forth in Article 8, pay to Purchaser within thirty (30) days following receipt of an original invoice therefor the amount of such difference. Any amount owed by Purchaser to Enron Wind for the level of completion of the Work achieved by Enron Wind prior to Purchaser's termination under this Section 14.1 shall be retained by Purchaser until after completion of the Work and applied by Purchaser to pay any amounts and damages owed by Enron Wind pursuant to this Section 14.1. Any excess shall be remitted to Enron Wind within thirty (30) days after the Work is finally completed. If the Agreement is terminated by Purchaser pursuant to this Section 14.1, then Enron Wind' remaining warranty and performance guarantee obligations shall also automatically terminate. For the avoidance of doubt, Purchaser understands and agrees that if Purchaser terminates this Agreement pursuant to this Section 14.1, the foregoing is Purchaser's exclusive remedy for such termination.

If termination occurs under this Section 14.1 prior to Delivery of the Units, then within thirty (30) days from the effective date of such termination, Purchaser shall either (a) return to Enron Wind any of Enron Wind' information which had been in Purchaser's possession (excluding this Agreement) or (b) certify to Enron Wind that all of Enron Wind' information which had been in Purchaser's possession has been destroyed.

14.2 Purchaser Default.

The occurrence of any one or more of the following events shall constitute an event of default by Purchaser hereunder (each, a "Purchaser Event of Default"):

(a) Purchaser's failure to pay to Enron Wind any required payment, which failure continues for ten (10) days after receipt of written notice of the failure to make the payment has been received by Purchaser from Enron Wind;

(b) Purchaser makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due, or becomes the subject of any voluntary or involuntary bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding under any Applicable Laws and, in the case of any such involuntary proceeding, instituted against Purchaser but not by Purchaser, that is not dismissed or stayed within forty-five (45) days after it is commenced;

(c) Purchaser has made a material misrepresentation under the Agreement that is likely to have a material adverse effect on its ability to perform its obligations hereunder and such representation is not made true within fifteen (15) Business Days after receipt of written notice thereof from Enron Wind;

(d) Any of the Financing Parties terminates it financing arrangements with Purchaser or any Purchaser Affiliate for the Project; or

(e) Purchaser is otherwise in material default of any provision of, or materially has failed to perform its obligations under, the Agreement; provided that if such default or failure to perform can be cured within a commercially reasonable timeframe, Purchaser shall be permitted such period of time within which to accomplish such cure, so long as Purchaser commences such cure efforts within fifteen (15) days after notice from Enron Wind and thereafter diligently proceeds to complete such cure within such time period.

Upon the occurrence and during the continuation of a Purchaser Event of Default, Enron Wind, in addition to its right to pursue any other remedy given under the Agreement, shall have the right to terminate this Agreement upon not less than five (5) days prior written notice to Purchaser. In the event of such termination by Enron Wind, Purchaser shall pay Enron Wind the applicable termination payment from the Termination Payment Schedule set forth in Exhibit A3, plus any damages and other amounts due and owing to Enron Wind prior to such termination and any costs incurred by Enron Wind in effectuating such termination (the "Default Termination Payment"). Enron Wind shall submit an invoice to Purchaser for the Default Termination Payment, including supporting documentation for the damages and other amounts due and owing to Enron Wind prior to the termination and the costs incurred by Enron Wind in effectuating the termination, and Purchaser shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. All payments of the Contract Price made by Purchaser and received by Enron Wind prior to the effective date of termination shall be credited toward the Default Termination Payment. In the event that the termination is effective between the dates set forth in the Termination Payment Schedule, the applicable termination payment shall be prorated between the amount set forth for the date immediately prior to the effective date of the termination and the amount set forth for the date immediately following the effective date of the termination. Without limiting Enron Wind' other rights herein, Enron Wind may, in lieu of such termination, suspend its performance of the Work after such five (5) day period. In such event, Purchaser shall be responsible for all costs incurred by Enron Wind as a result of such suspension plus reasonable profit thereon. If the Agreement is terminated by Enron Wind pursuant to this Section 14.2, then Enron Wind' remaining warranty and performance guarantee obligations shall also automatically terminate.

Within thirty (30) days from the effective date of such termination, Purchaser shall either (a) return to Enron Wind any of Enron Wind' information which had been in Purchaser's possession (excluding this Agreement) or (b) certify to Enron Wind that all of Enron Wind' information which had been in Purchaser's possession has been destroyed.

14.3 Termination for Purchaser's Convenience.

In addition to any other termination rights available to Purchaser under this Agreement, Purchaser shall have the right to terminate the Delivery of Units in the event that Purchaser terminates the construction of the Project due to the economic unfeasibility of the Project for Purchaser upon fifteen (15) days prior written notice to Enron Wind and payment to Enron Wind of the applicable termination payment at the effective date of such termination as set forth in Exhibit A3 (the "Convenience Termination Payment"). All payments of the Contract Price made by Purchaser and received by Enron Wind prior to the date of termination shall be credited toward the Convenience Termination Payment. In the event that the termination is effective between the dates set forth in the Termination Payment Schedule, the applicable termination payment shall be prorated between the amount set forth for the date immediately prior to the effective date of the termination and the amount set forth for the date immediately following the effective date of the termination. Enron Wind shall submit an invoice to Purchaser for the Convenience Termination Payment and Purchaser shall pay such invoice by wire transfer within thirty (30) days after the date of such invoice. If the Agreement is terminated by Purchaser pursuant to this Section 14.3, then Enron Wind' remaining warranty and performance guarantee obligations shall also automatically terminate.

14.4 Termination Due to Force Majeure Event.

If Enron Wind is entirely prevented from performing the Work for a time period of one hundred eighty (180) consecutive days as a result of the occurrence of a Force Majeure Event suffered by Enron Wind, then either Party may terminate this Agreement with respect to those Units that have not been erected by the effective date of such termination at no cost or penalty, other than the payment by Purchaser of the applicable termination payment set forth in Exhibit A3, upon not less than thirty (30) days' prior written notice to the other Party; provided, however, that nothing in this Section 14.4 shall relieve or excuse either Party from its obligations under Article 11 in respect of the occurrence of a Force Majeure Event. In the event that the termination is effective between the dates set forth in the Termination Payment Schedule, the applicable termination payment shall be prorated between the amount set forth for the date immediately prior to the effective date of the termination and the amount set forth for the date immediately following the effective date of the termination. If the Agreement is terminated pursuant to this Section 14.4, then Enron Wind' remaining warranty and performance guarantee obligations shall also automatically terminate.

14.5 Actions Required Following Termination.

14.5.1 Discontinuation of Work.

Upon termination of this Agreement, Enron Wind shall promptly discontinue the Work and take such steps as are reasonably necessary to preserve and protect any Work completed and in progress at the Project Site, and then remove its personnel and equipment from the Project Site, and for a termination for a Enron Wind Event of Default, Purchaser shall be entitled to take exclusive possession of the Units Delivered or en route to the Project Site; provided, however, that if the cause of the termination is other than due to a Enron Wind Event of Default, Purchaser shall pay on Enron Wind' demand made from time to time all amounts reasonably requested by Enron Wind to cover Enron Wind' costs incurred in performing Enron Wind' obligations pursuant to this Section 14.5.1.

14.5.2 Cancellation and Transfer of Subcontracts and Other Rights.

Upon termination of this Agreement by Purchaser pursuant to Section 14.1, if requested by Purchaser, Enron Wind shall (a) make reasonable efforts to cancel existing contracts with Subcontractors and payments to be made to a Subcontractor as a result of any such termination shall be paid by Enron Wind; and (b) (i) use reasonable efforts to deliver and assign to Purchaser any and all Subcontracts made by Enron Wind in performance of the Work and not requested by Purchaser to be terminated pursuant to subparagraph (a) above and (ii) provide to Purchaser (without charge) all rights, if any, it has obtained from Subcontractors to use patented or proprietary materials in completing, operating and maintaining the Units. Except as provided herein, no action taken by Purchaser or Enron Wind after the termination of this Agreement shall prejudice any other rights or remedies of Purchaser or Enron Wind provided by this Agreement upon such termination.

14.6 Surviving Obligations.

Termination or expiration of this Agreement (i) shall not relieve either Party of its obligations with respect to the ity of the other Party's information as set forth in Article 18, (ii) shall not relieve either Party of any indemnity obligation under Article 15 or any other obligation hereunder which expressly or by implication survives expiration or termination hereof, including Article 19, (iii) shall not be deemed to terminate any license of the Intellectual Property Rights hereunder, so long as Purchaser complies with Section 13.2 and Section 18.1 and pays all undisputed amounts required to be paid under this Agreement, as and when due and payable, and (iv) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Purchaser or Enron Wind of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination. This Section 14.6 shall survive the termination or expiration of this Agreement.

ARTICLE 15

INDEMNITIES

15.1 Indemnities.

15.1.1 Enron Wind' General Indemnity.

Until expiration of the Warranty Period, Enron Wind shall defend, indemnify and hold harmless Purchaser and each of its subsidiaries and Affiliates, and the directors, officers, agents, employees, successors and assigns of each of them (each, a "Purchaser Indemnified Party") from and against liability, including reasonable attorney's fees, incurred by a Purchaser Indemnified Party for (a) injury or death of persons or physical damage to or loss of third party property (other than property of customers of Purchaser) to the extent caused by the negligent acts or omissions or Willful Misconduct of a Enron Wind Party in the performance of Work under this Agreement at the Project Site, (b) fines and penalties imposed by a Governmental Authority to the extent caused by a violation of Applicable Laws by a Enron Wind Party hereunder in connection with the Work at the Project Site; (c) injury or death of employees of Enron Wind to the extent caused by the negligence or Willful Misconduct of a Enron Wind Party; or (d) to the extent resulting from claims, charges, encumbrances, demands, or Liens by suppliers or workmen of Enron Wind or Subcontractors in connection with the Work under this Agreement at the Project Site. As used in this Agreement, "Willful Misconduct" means an intentional disregard of good and prudent standards of performance, including Prudent Wind Power Industry Practices, with a reckless indifference to its probable consequences. Additionally, third party property damage does not include, and Enron Wind' indemnity obligation does not extend to, claims for damages to property allegedly caused by loss of or interruption in electrical services or voltage or frequency fluctuations. For the purposes of this Section 15.1.1, third party property shall be deemed to exclude property of the Purchaser, operator, owner, Purchaser's lenders, Purchaser's Affiliates, or any other property at the Project Site (except for property belonging to contractors temporarily working at the Project Site).

15.1.2 Purchaser's Indemnity.

Until expiration of the Warranty Period, Purchaser shall defend, indemnify and hold harmless Enron Wind, its Affiliates, its subcontractors,and the directors, officers, agents, employees, successors and assigns of each of them (each, a "Enron Wind Indemnified Party") from and against liability, including reasonable attorney's fees, incurred by any Enron Wind Indemnified Party for (a) any sales, use, excise, value added , gross receipts (including business, occupation or similar taxes), property, license, privilege or similar transactional taxes imposed on or asserted against any Enron Wind Indemnified Party by any federal, provincial or local Governmental Authority in Canada, (b) injury or death of persons or physical damage to or loss of third party property to the extent caused by the negligent acts or omissions or Willful Misconduct of a Purchaser Party, (c) fines and penalties imposed by a Governmental Authority to the extent caused by a violation of Applicable Laws by a Purchaser Party hereunder; or (d) injury or death of any Purchaser Party to the extent caused by the negligence or Willful Misconduct of a Purchaser Party.

15.1.3 Patent Indemnification.

Until expiration of the Warranty Period, Enron Wind shall indemnify, defend and hold Purchaser harmless from and against third party claims arising from an infringement of patents or other intellectual property rights which may occur from (i) Enron Wind' performance of the Work pursuant to this Agreement, (ii) Purchaser's use of the Units at the Project Site pursuant to and as envisioned by this Agreement, or (iii) Purchaser's use of the Intellectual Property Rights licensed hereunder with respect to the Units at the Project Site pursuant to and as envisioned by this Agreement, unless such infringement is at the direction of Purchaser. Enron Wind shall have sole authority for the control of the defense of any and all such claims. In the event that the Work, or any part thereof is held to constitute an infringement or its use by Purchaser is enjoined, Enron Wind will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using said Work; (b) replace it with substantially equivalent non-infringing Work; or (c) modify it so it becomes non-infringing. Any replacement or modification hereunder shall meet the requirements of this Agreement.

As a condition to Enron Wind' obligation under this Section 15.1.3, Purchaser shall notify Enron Wind in writing promptly following Purchaser's receipt of notice of any claims of infringement of patents or other proprietary rights occurring in connection with Enron Wind' performance of the Work, Purchaser's use of the Units or Purchaser's use of the Intellectual Property Rights and shall promptly provide to Enron Wind all relevant information in Purchaser's possession in respect of such claim. Enron Wind shall have no liability hereunder to the extent that any alleged infringement or claim of infringement is based upon: (a) any Intellectual Property or Units hereunder being modified by anyone other than Enron Wind under this Agreement to the extent that such claim relates to such modification; (b) any Intellectual Property or Units hereunder being used in connection or in combination with equipment, devices, or software not provided by Enron Wind, to the extent that such claim relates to such combination; (c) any Intellectual Property or Units hereunder being used other than as permitted under this Agreement or (d) any Intellectual Property or Units hereunder being supplied according to Purchaser's design or instructions wherein compliance therewith has caused Enron Wind to deviate from its normal course of performance.

If by reason of any of the situations described in items (a) through (d) in the last sentence of the immediately preceding paragraph a suit or proceeding is brought against Enron Wind, Purchaser shall protect Enron Wind to the same extent and in the same manner that Enron Wind has agreed to protect Purchaser under this Section 15.1.3. This Section 15.1.3 is an exclusive statement of all the duties of the Parties relating to Intellectual Property and the direct or contributory infringement thereof, and all of the remedies of Purchaser relating to any claims, suits, or proceedings involving Intellectual Property.

15.1.4 Enron Wind Indemnity for Damaged Components, Parts, Other Work or Property at the Project Site.

Until the expiration of the Warranty Period, Enron Wind shall indemnify and hold harmless Purchaser for the costs and expenses to correct, replace or repair any physical damage to parts or components of a Unit or to other work or property of the Purchaser at the Project Site caused by or resulting from the sudden and accidental failure of defective Work for which Enron Wind is responsible under the Warranty including necessary disassembly, transportation, repair or replacement and reassembly and/or the negligence or Willful Misconduct of Enron Wind or its Subcontractors; provided that such liability of Enron Wind will not exceed on a per event basis, the lesser of: (i) the actual direct costs incurred by Purchaser to correct, replace or repair such damaged parts, components, work or property; (ii) an amount not to exceed One Hundred Thousand Canadian Dollars (C$100,000); or (iii) the amount of Purchaser's property damage deductible applicable to such loss for which Enron Wind is responsible under Purchaser's applicable All Risk Insurance policy required to be obtained and maintained pursuant to Section 12.2.1 per occurrence. Enron Wind' obligations under this Section 15.1.4 shall be further limited to a total aggregate financial limitation of One Million Canadian Dollars (C$1,000,000) for all such events.

If Purchaser elects to correct, replace or repair the parts or components of a Unit(s) for which resultant damage has occurred Enron Wind shall, pursuant to a Scope Change

Order issued in accordance with Article 9, provide the required replacement parts or components for the Unit(s) or, if applicable, the labor, parts, repairs and materials required to repair the Unit(s). Indemnification for the costs and expenses to correct, replace or repair such damage to the parts or components of a Unit or to other work or property at the Project Site to the extent and to the limit set forth herein constitutes complete fulfillment of all the liabilities of Enron Wind to Purchaser with respect to any claim relating to any damaged parts or components of a Unit or other work or property at the Project Site resulting from any defect or nonconformity covered by the Warranty and/or the negligence or Willful Misconduct of Enron Wind or its Subcontractors, whether the claims are based in contract (including fundamental breach or breach of a fundamental condition), in tort (including negligence and strict liability) or any other legal or equitable theory.

15.2 Indemnification Procedure.

When required to indemnify a Purchaser Indemnified Party or Enron Wind Indemnified Party (each, an "Indemnified Party"), Enron Wind or Purchaser, as the case may be (the "Indemnifying Party"), shall assume on behalf of such Indemnified Party, and conduct with due diligence and in good faith, the defense of any claim against such Party, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate fully with the Indemnifying Party in such defense. The Indemnifying Party shall have charge and direction of the defense and settlement of such claim; provided, however, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party's right to control the defense or settlement thereof, the Indemnified Party may elect to participate through separate counsel in the defense of any such claim. The fees and expenses of separate counsel retained by the Indemnified Party shall be at the expense of such Indemnified Party unless (a) such Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such claim in which case the Indemnifying Party shall not have the right to control the defense or settlement of such claim, on behalf of such Indemnified Party, or (b) the Indemnifying Party shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of the commencement thereof or shall not be pursuing the defense of such claim with due diligence or in good faith and in each such case the fees and expenses of counsel shall be at the expense of the Indemnifying Party.

ARTICLE 16

DISPUTE RESOLUTION

16.1 Friendly Consultation.

The Parties agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. In the event of any dispute, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations between the Parties for a period of sixty (60) days. If such consultations do not lead to a resolution, the Parties shall refer the dispute to their senior management for further consultation for an additional sixty (60) days or such longer period of time as the Parties may mutually agree in writing. If such consultations do not result in a resolution of the dispute within such sixty (60) day period, either Party may pursue all of its remedies available pursuant to this Agreement. The Parties agree to provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to such dispute.

16.2 Continued Performance.

During the continuation of any dispute arising under this Agreement, the Parties shall continue to perform their respective obligations under this Agreement, including prompt and timely payment of all undisputed amounts due hereunder, until a final non-appealable resolution is reached.

16.3 Equitable Relief.

Notwithstanding anything to the contrary contained in this Article 16, if, due to a material breach or threatened material breach or default or threatened default, a Party is suffering irreparable harm for which monetary damages are inadequate, such Party may petition a court of competent jurisdiction for injunctive or other equitable relief. The inclusion of this Section 16.3 does not imply that either Party has or has not consented to the appropriateness of the granting of equitable relief under Applicable Laws.

ARTICLE 17

REPRESENTATIONS

17.1 Enron Wind Representations.

Enron Wind represents that on the Effective Date:

17.1.1 Organization.

It is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario and is qualified to do business in the jurisdictions in which the nature of the business conducted by it as pertains to or has bearing upon its performance of this Agreement makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

17.1.2 No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority now pending or (to the best knowledge of Enron Wind) threatened against Enron Wind which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Enron Wind to perform under this Agreement.

17.1.3 Permits.

It is or will be prior to performing any Work on the Project Site the holder of the governmental consents, Enron Wind Permits or other authorizations required in Enron Wind' name to permit it to perform the Work and operate or conduct its business now and as contemplated by this Agreement.

17.1.4 No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the charter or by-laws of Enron Wind, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which Enron Wind is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

17.1.5 Corporate Action.

It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Enron Wind of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Enron Wind and constitutes the legal, valid and binding obligation of Enron Wind enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

17.2 Purchaser Representations.

Purchaser represents that on the Effective Date:

17.2.1 Organization.

It is a ________________ duly organized, validly existing and in good standing under the laws of the Province of ________________, and is qualified to do business in all jurisdictions in which the nature of the business conducted by it as pertains to or has bearing upon its performance of this Agreement makes such qualification necessary and where failure to so qualify would have a material adverse effect on its ability to perform this Agreement.

17.2.2 No Violation of Law; Litigation.

It is not in violation of any Applicable Laws or judgment entered by any Governmental Authority which violations, individually or in the aggregate, would materially and adversely affect its performance of any of its obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental

Authority now pending or (to the best knowledge of Purchaser) threatened against Purchaser which, if adversely determined, could reasonably be expected to have a material adverse effect on the ability of Purchaser to perform under this Agreement.

17.2.3 No Breach.

None of the execution and delivery of this Agreement, the consummation of the transactions herein contemplated or compliance with the terms and provisions hereof and thereof shall conflict with or result in a breach of, or require any consent under, the governing documents of Purchaser, or any Applicable Laws or regulation, order, writ, injunction or decree of any court, or any agreement or instrument to which Purchaser is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument.

17.2.4 Corporate Action.

It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance by Purchaser of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

17.2.5 Permits.

It is or will be prior to the commencement of performance of any Work by Enron Wind on the Project Site the holder of all governmental consents, Purchaser Permits or other authorizations required to permit it to undertake and operate its business and the Project as contemplated by this Agreement.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 ity and Publicity.

Purchaser and Enron Wind shall hold in confidence all of the provisions of this Agreement. Except as set forth in this Section 18.1, Purchaser and Enron Wind shall hold in confidence and not disclose to any third party this Agreement, including all the Exhibits hereto, and all information supplied by either Party to the other which is marked restricted, , or proprietary or any other similar marking, or if disclosed orally or visually is indicated at the time of disclosure as being information and the essence of which is set forth in a writing sent to other Party within thirty (30) days from the date of such oral and/or visual disclosure. The recipient of information shall have the right to disclose such information on a need to know basis only to its employees (including temporary or full time in-house contract employees), officers, directors, attorneys, accountants and auditors provided that such parties are subject to ity obligations for the information at least as restrictive as the terms of this Section 18.1. The recipient shall not transmit or further disclose such information to any other third party, including its parent, subsidiaries, affiliates, agents, vendors or subcontractors without first obtaining prior written approval of the Party providing the information. Notwithstanding the foregoing, Purchaser and Enron Wind may disclose the following categories of information or any combination thereof:

(i) information which was in the public domain prior to receipt thereof by such Party or which subsequently becomes part of the public domain by publication or otherwise other than by a wrongful act of such Party or any agent, recipient or Affiliate of such Party;

(ii) information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any ity obligation;

(iii) information received by such Party from a third party having no obligation of ity with respect thereto and for which such disclosure was not in violation of any legal rights of the other Party;

(iv) information which at any time was developed independently by such Party, provided that such information is not developed from, does not include, use, refer to, or rely upon otherwise information of the other Party; and

(v) information disclosed pursuant to and in conformity with Applicable Laws, or a judicial order or in connection with any legal proceedings or as may be required by a Governmental Authority, provided that such Party shall promptly notify the other Party in writing and shall cooperate at the other Party's expense in attempting to obtain an appropriate protective order that minimizes disclosure and use of the information.

Purchaser may announce the commencement of the Project to include naming the brand of Enron Wind' equipment without prior consent from Enron Wind. Notwithstanding the foregoing, either Purchaser or Enron Wind may publish information regarding this Agreement with the express written consent of the other Party, which consent shall not be unreasonably withheld; otherwise neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information for publication concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that such limitation on disclosure shall not apply to disclosures or reporting required by a Governmental Authority if the Party seeking disclosure informs the other Party of the need for such disclosure and, if reasonably requested by the other Party, seeks, through a protective order or other appropriate mechanism, to maintain the ity of the information.

18.2 Financing Assistance.

Enron Wind shall provide such assistance as Purchaser may reasonably request at Purchaser's expense in connection with obtaining financing for the Project. Enron Wind shall furnish such reasonable consents to assignment, estoppel certificates, certifications and representations and opinions of counsel addressed to Purchaser and such Financing Parties, as may be reasonably requested by Purchaser or such Financing Parties, and all costs incurred by Enron Wind in executing and delivering such documents shall be borne by Purchaser.

18.3 Notice.

All notices, reports, demands, claims, elections, requests and other official communications required or permitted by this Agreement or by law to be served upon or given to a Party by the other Party shall be in writing signed by the Party giving such notice and shall be deemed duly served, given to and received by the other Party when delivered by first class registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized courier, in each case addressed as follows:

If delivered to Purchaser:

____
____
____

Attention: ____________________________

If delivered to Enron Wind:

Enron Wind Canada Limited
1577 North Service Road East
Oakville, Ontario, L6H 0H6

Attention: Project Manager ____________ Wind Turbine Generator Project [NTD: To be updated prior to execution]

The Parties, by like notice in writing, may designate, from time to time, another address, addressee or office to which notices shall be delivered pursuant to this Agreement.

18.4 No Rights in Third Parties.

Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.

18.5 Conflicting Provisions.

In the event of any inconsistencies in this Agreement, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:

(1) Duly authorized and executed Scope Change Orders and written amendments to the Agreement executed by both Parties, with the latest ones having precedence over the earlier ones;

(2) This Document;

(3) The Exhibits hereto; and

(4) Documents produced and delivered pursuant hereto (in respect of which, precedence shall be given to drawings of a larger scale over those of a smaller scale, figured dimensions on the drawings shall control over scaled dimensions, and noted materials shall control over undimensioned graphic indications).

18.6 Entire Agreement.

This Agreement, including all Exhibits attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and commitments with respect thereto. There are no other understandings, oral or written, nor other terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

18.7 Amendments.

No amendment, Scope Change Order or other modification of this Agreement shall be valid or binding upon the Parties hereto unless such amendment, Scope Change Order or other modification shall be in writing and duly executed by both Parties.

18.8 GOVERNING LAW.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE THEREIN, OTHER THAN ANY PROVISION THEREOF WITH RESPECT TO CHOICE OR CONFLICTS OF LAW.

(b) EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

(c) THE PARTIES AGREE THAT THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (VIENNA 1980) SHALL NOT APPLY TO THIS AGREEMENT OR TO ANY DISPUTE OR TRANSACTION ARISING OUT OF THIS AGREEMENT.

18.9 Right of Waiver.

Each Party, in its sole discretion, shall have the right, but shall have no obligation, to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time; provided, however, that such waiver is in writing. Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any and each such provision.

18.10 Severability.

The invalidity of one (1) or more phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portions of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. In the event that any of the provisions, or portions or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Purchaser and Enron Wind shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement.

18.11 Assignment.

Without the prior written consent of Purchaser, Enron Wind may assign its rights, title, and interest in the Agreement to an Affiliate or wholly owned subsidiary, which will accept such assignment and assume all obligations related to this Agreement. Purchaser consents to any such assignment and agrees to receive performance hereunder from such assignees after proper written notice, as provided herein. Without the prior written consent of Enron Wind, Purchaser may assign its rights, title and interest in this Agreement (i) as security to the Financing Parties as contemplated in Section 18.2 and (ii) to any third party who is not a competitor of Enron Wind in the wind turbine manufacturing or wind turbine servicing industry, provided that such third party is able to carry out the financial responsibilities of the Agreement.

Except as authorized and consented to herein, neither Purchaser nor Enron Wind may assign any interest in this Agreement or any Unit to any Person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment which fails to comply with the requirements of this Section 18.11 shall be null and void.

18.12 Successors and Assigns.

This Agreement shall be binding upon the Parties hereto, their successors and permitted assigns.

18.13 No Partnership Created.

Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between Enron Wind and Purchaser.

18.14 Captions; Shortened Names for Convenience.

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein. Similarly, the references to “Purchaser” and “Enron Wind” in this Agreement are shorthand used for convenience only.

18.15 Counterparts and Facsimile Execution.

This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties, with all such counterparts together constituting but one and the same instrument. Facsimile or electronic pdf signatures of the Parties shall be deemed to constitute original signatures, and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

ARTICLE 19

TRANSFER AND EXPORT COMPLIANCE

19.1 Transfer.

In the event that Purchaser transfers any Unit or Work or any interest in said Unit or Work or Purchaser's Project in which said Unit or Work are installed to any Person (except temporary transfer for transportation, installation, storage or repair work or permanent transfer for disposal), Purchaser shall obtain for Enron Wind written assurances from the transferee of limitations, waivers and disclaimers of and protections against liability following the proposed transfer at least equivalent to that afforded to Enron Wind and its Subcontractors under the provisions of this Agreement. Transfer contrary to the provisions of this Section 19.1 shall make Purchaser the indemnitor of Enron Wind and its Subcontractors against any liabilities incurred by Enron Wind and its Subcontractors in excess of those liabilities which would have been incurred had no such transfer taken place.

19.2 Export Compliance.

Purchaser acknowledges that Enron Wind is required to comply with all applicable export laws and regulations relating to the sale, exportation, transfer, assignment, use and/or disposal of the Units and the Work supplied under the Agreement, including without limitation all export license requirements. Purchaser agrees that the Units and Work provided and equipment of Purchaser for which Services are provided under the Agreement shall not at any time, directly or indirectly, be sold, exported, transferred, assigned, used or otherwise disposed of in any manner which shall or may result in any non-compliance with such export laws and regulations. It is a condition to the continuing performance by Enron Wind of its obligations under this Agreement that compliance with such export laws and regulations be maintained at all times.

ARTICLE 20

COMPETITIVENESS AND RE-PERMITTING

20.1 Competitiveness Commitment.

Prior to the NTP Deadline, Enron Wind shall not offer a lower price (excluding transportation) than the price set forth in Exhibit A1 [NTD: Enron Wind to confirm exhibit reference and update as necessary] (as such price may be adjusted for Project specific requirements) on a dollar per kilowatt basis for SWT-3.2-113 model wind turbines to other developers of wind farms who are bidding into the first round of procurement under the REP with respect to projects of at least 175 MW where Enron Wind is offering a similar scope of supply and services to the scope of supply and services to be provided by Enron Wind under this Agreement for the Project.

20.2 Permitting Cooperation.

Enron Wind understands that Purchaser must seek amendments from the Alberta Utilities Commission ("AUC") to allow the use of the Units for the Project. Enron Wind also understands that time is a material element with respect to such amendment process. Enron Wind shall cooperate with Purchaser with respect to Enron Wind' role as a supplier of wind turbines and service and maintenance provider of the Units for the Project as may be required to obtain amended permits from the AUC ("Permitting Cooperation") as set forth in this Section 20.2.

a. Permitting Support: Enron Wind shall use commercially reasonable efforts to cooperate with and assist Purchaser throughout the permit amendment process with the AUC and the connection process with the Alberta Electric System Operator ("AESO") as set forth below and as may otherwise be agreed by the Parties:

i. To the extent reasonably available, Enron Wind shall provide to the Purchaser up to date technical documentation concerning the WTGs as and when required or requested by the AUC and AESO, and in any event no later than the execution of the Service and Maintenance Agreement. [NTD: Parties to discuss backstop].

ii. Enron Wind shall provide to the Purchaser information, related to the electrical, communications, mechanical, structural and infrastructure requirements, design, and performance characteristics of the selected Units and SCADA and information on Enron Wind' experience servicing and maintaining similar Units for other projects that are of similar size and capacity to the Project, subject to any relevant ity restrictions; and

iii. To the extent reasonably available, Enron Wind shall provide timely engineering and technical support to respond to Purchaser's inquiries with respect to information provided under Section 20.2.a.i and Section 20.2.a.ii above.

b. Enron Wind understands that Purchaser intends to seek equity financing and/or a buyer for the Project and that, in support of this effort, Purchaser will be conducting a process that will include a due diligence phase. Enron Wind shall use commercially reasonable efforts to cooperate with and assist Purchaser in providing information to potential counterparties as part of this process provided that such counterparties shall be required to enter into a non-disclosure agreement with terms at least as restrictive as those set forth in Section 18.1 of this Agreement prior to receiving   or proprietary information from Enron Wind.

c. For the avoidance of doubt, Enron Wind obligations with respect to this issue are limited to the specific requirements of this Section 20.2 and Enron Wind bears no responsibility or liability for whether Purchaser ultimately receives permitting approvals for the Units.

20.3 Enron Wind Re-Permitting Support.

In exchange for, and also as a condition of, Enron Wind providing support to Purchaser during the re-permitting process under Section 20.2 and this Section 20.3, Purchaser shall provide Enron Wind with the exclusive right to supply wind turbine generators and the service and maintenance for same pursuant to the terms of this or a substantially similar Agreement for any wind farm developed by Purchaser or any Affiliate of Purchaser at the Project Site until December 31, 2021.

Enron Wind shall pay fifty percent (50%) of the value of any invoices paid by Purchaser for third party costs directly related to the amendments of the permits for the change to Enron Wind' turbine technology within thirty (30) days of Enron Wind' receipt from Purchaser of such invoices and any verification reasonably requested by Enron Wind related to same; provided that, in no event shall Enron Wind be required to pay more than a maximum total amount of six hundred twenty five thousand Canadian Dollars (C$625,000) with respect to any such third party costs. At the time Purchaser bids this Project as part of the REP, Enron Wind shall reduce the Contract Price for the Project up to a maximum amount of C$1,250,000, which amount shall be reduced by the total costs paid by Enron Wind for third party costs directly related to the amendments of the permits for the change to Enron Wind' turbine technology as described above in this paragraph. For the avoidance of doubt, the reduction in the Contract Price for the Project shall not exceed one million two hundred fifty thousand Canadian Dollars (C$1,250,000).

In the event Purchaser is granted permits by the AESO and AUC for the installation of Enron Wind SWT-3.2.113 WTGs and Purchaser subsequently fails to issue NTP prior to the NTP Deadline or otherwise terminates this Agreement for reasons other than (i) the gross negligence or willful misconduct of Enron Wind' senior Wind management, (ii) Enron Wind' inability or unwillingness to supply the Units according to the terms and conditions of this Agreement, or (iii) an increase in the price of the Units by Enron Wind (provided that such increase in price is not the result of Purchaser's additional or modified scope under this Agreement), Purchaser shall reimburse Enron Wind for the amounts paid by Enron Wind pursuant to this Section 20.3 for Purchaser's third party costs directly related to the amendments of the permits for the change in turbine technology.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

KYLIAN MBAPPÉ 1 ENERGY, INC.

By: ________________________________

Name: ______________________________

Title: ______________________________

ENRON WIND CANADA LIMITED

By: ________________________________

Name: ______________________________

Title: ______________________________

By: ________________________________

Name: ______________________________

Title: ______________________________

DRAFT