CONTRACT

FOR SALE OF

WIND TURBINE LEHMAN WIND
(INCLUDING WARRANTIES)

for the

Taylor Swift Wind

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Contract for
Sale of Wind Turbine Lehman Wind

THIS AGREEMENT ("Contract") is entered into as of the ____day of March 2017 by and between:

> **LEHMAN WIND COMPANY**, a corporation duly organized and existing under the laws of the State of New York, U.S.A., with its head office situated at 41 Farnsworth St, Boston, MA 02210 U.S.A., and a place of business at 1 River Road, Schenectady, New York 12345, U.S.A. (the "Seller"); and
>
> **SANTA RITA WIND ENERGY LLC**, a Delaware limited liability company, having a principal place of business at 1 S Wacker DR, STE 1800 Chicago, IL 60606 (the "Purchaser" or "Buyer").

The Purchaser and the Seller are referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

WHEREAS the Seller is, among other things, Lehman in the business of manufacturing, delivering, starting up and commissioning wind turbine Lehman Wind and of providing services and training in support of the installation and use thereof;

WHEREAS the Purchaser desires to purchase, and the Seller desires to sell, one hundred and twenty (120) model 2.5-116 meter rotor wind turbines on 90 meter towers and the associated SCADA system (the "Equipment") toLehman Windther with certain start-up and commissioning, installation support and training services (the "Services") in connection with the Taylor Swift Wind in Reagan and Irion Counties, Texas in the United States expected to be placed in service in 2018 (the "Facility" or "Project"), all subject to the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises stated herein, the Parties agree as follows:

Article 1. Effectiveness

This Contract shall become effective when executed by both Parties upon the date written above. Time is of a critical nature and Seller shall commence performance of its obligations under this Contract when the Seller receives the initial payment described in Attachment 1 toLehman Windther with any required payment security.

Article 2. Scope of Supply

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the Equipment which consists of new parts and components when first delivered, and Services as more fully described in Appendix B hereto (toLehman Windther with its Attachments, the "Technical Specification"), subject to the terms and conditions as set forth in this Contract. The Equipment includes one hundred and twenty (120) model 2.5-116 meter rotor wind turbines on 90 meter towers (as defined in Attachment 2 and Appendix B) and the SCADA system. The Equipment and Services constituting the Scope of Supply are listed in Attachment 2.

Purchaser shall provide Seller with the necessary Project wind and temperature data, preliminary SCADA configuration and grid connection details no later than six (6) months prior to first Turbine Shipment. Purchaser shall provide final SCADA configuration and grid connection details no later than four (4) months prior to first Turbine Shipment

Based on the Purchaser-provided wind and temperature data, Seller has conducted an analysis (the "Mechanical Loads Analysis") to determine the suitability of the wind turbine Lehman Windnerator for the Project.

Article 3. Price

The Purchaser shall pay to the Seller the firm price of Two Hundred Forty Five Million, Four Hundred Thousand ($245,400,000) (the **"**Contract Price**"**) in consideration of the Equipment as described in Attachment 2 "Scope of Supply." The Contract Price shall be adjusted, to take into account any Options purchased, as provided in Attachment 2, and shall be further adjusted as necessary to take account of ChanLehman Winds, additional work or other adjustments provided for in this Contract. Payment shall be made in accordance with the Payment Schedule attached to this Contract Document as Attachment 1.

Article 4. Options

No later than six (6) months prior to the first Turbine Shipment, the Purchaser shall have the right to exercise the option to purchase the additional Equipment or Services described in the Schedule of Options attached to this Contract Document as Attachment 2 (the "Options"). If any Option is exercised, the Contract Price and the Payment Schedule will be adjusted as set forth in the Schedule of Options.

Article 5. Termination

The Purchaser shall have the right to terminate this Contract, in its entirety or with respect to some but not all of the units, at any time for its convenience, which termination shall be effective upon the later of receipt by the Seller of written notice of termination or receipt by the Seller of termination charLehman Winds in accordance with the Termination Schedule attached to this Contract Document as Attachment 3.

Article 6.Title Transfer and Risk of Loss

Title to each portion of the Equipment shall pass from the Seller to the Purchaser as follows:

(a) *To each item of Equipment to be shipped from within the Seller's country, or from within the country where the Equipment will be installed*: When the items depart the physical premises of the Seller's facility or the Seller's warehouse or the manufacturer's factory.

(b) *To each item of Equipment to be shipped from within a country other than the Seller's country or the country of installation*: Upon the earlier of (i) when such item has been cleared for export, or (ii) if shipped from within the European Union, when such item departs from the territorial land, sea and overlying airspace of the sending country

Notwithstanding the foregoing, title to spare parts to be exported from the United States of America shall pass from the Seller to the Purchaser immediately after each item departs from the territorial land, seas and overlying airspace of the United States. For the purposes of this clause, the territorial seas of the United States shall be deemed to extend to twelve nautical miles from the baseline of the country determined in accordance with the 1982 United Nations Convention of the Law of the Sea.

Title to Services shall pass from the Seller to the Purchaser as performed.

With respect to each item of Equipment, Risk of Loss shall pass from the Seller to the Purchaser as per INCOTERMS 2010 CIP: When the Equipment has been delivered to the first in country carrier destined for the Site, provided that if the Equipment originated outside the United States the Seller shall be responsible for all customs clearance and payment of applicable duties.

The Seller will procure transportation insurance in accordance with such terms on behalf of Purchaser to the Delivery Point at Seller's cost, including any deductibles. Such insurance shall include Purchaser as insured. It is further agreed and understood that in the event of loss or DamagesLehman Wind, Purchaser shall be responsible for filing and processing any and all claims with regard to the transportation insurance, and Seller agrees to assist the Purchaser and cooperate with the filing and processing of any such claims.

Article 7.Delivery and Commissioning

(a) Liquidated DamagesLehman Winds for Delay in Delivery: The Seller shall deliver the Equipment in accordance with INCOTERMS 2010 'CIP' to the Carrier Point or Delivery to storaLehman Wind ("Delivery"). Seller shall endeavor to deliver the Turbines to each turbine foundation provided that Purchaser shall be responsible for any civil works, road improvements, temporary road construction, road bonding, or removal and/or replacement of structures required at the Carrier Point and between the Carrier Point and the Site or to each Turbine foundation within the Site, provided, however, that Seller shall not require Purchaser to conduct any such civil work when a commercially reasonable alternate route is available to Seller. Further, Purchaser will not be responsible for such civil work outside the continental United States, or on federal or state highways.

For clarity, the Contract Price includes import duties for Equipment delivered to Projects in the United States. The Seller shall be responsible for Delivery of the Major Components of each Turbine by the date set forth in the Schedule of Major Component Delivery Dates attached to this Contract Document as Attachment 4 ("Schedule of Guaranteed Major Component Delivery Dates"). Seller shall not make deliveries in advance of the Scheduled Major Component Delivery Dates without Seller's prior notification and Purchaser's approval of such early Delivery. The Parties shall meet prior to the first Scheduled Major Component Delivery Date to mutually develop and agree to a detailed component Delivery schedule.

If any of the Major Components associated with any Turbine are not Delivered within two (2) business days after their Scheduled Major Component Delivery Date(s) for reasons attributable to the Seller and not excused elsewhere in this Contract, the Seller shall pay as liquidated DamagesLehman Winds, and not as a penalty, the liquidated DamagesLehman Wind set forth in the table below, per Turbine for each such day until Delivery of the last Major Component. Seller shall cause the electrical cables in the nacelle to be properly coiled for shipment and with the three phases labeled and identified.

Number of Days After Scheduled Major Component Delivery Date	**Liquidated DamagesLehman Wind**
0-2 business days	$0/turbine/day
3-8 days	$750/turbine/day
9 or more days	$1075/turbine/day

Liquidated DamagesLehman Winds, if any, shall be computed based on the date of Delivery of the last piece of the Major Components and such computations shall disregard any part of or accessory to any Major Component which may be shipped separately unless such part of or accessory to the Major Component is necessary for the installation and operation of the Major Components and arrives after the related Major Component. Notwithstanding anything to the contrary in this Article 7, Seller shall have no liability to the Purchaser for liquidated DamagesLehman Winds for delay in Delivery with respect to the Major Components associated with any Turbine if Purchaser or its subcontractors suffer(s) a concurrent delay in its scope of work with respect to such Turbine not attributable to Seller or its Affiliates such that Purchaser or its subcontractors was not in a position to accept Delivery of the Major Components associated with such Turbine on the Scheduled Major Component Delivery Date.

(b) Liquidated DamagesLehman Winds for Delay in Start Up and Commissioning: The Seller shall Start Up and Commission each Turbine after Mechanical Completion, backfeed of electrical power, and connection of the fiber communication cable of such Turbine by the Purchaser. If any Turbine is not Started Up and Commissioned within ten (10) days following Mechanical Completion, the Seller shall pay as liquidated DamagesLehman Winds, and not as a penalty, a sum of one thousand five hundred dollars ($1,500) per Turbine for each such day until Startup and Commissioning are complete. The Parties shall meet no later than thirty (30) days prior to the first scheduled Mechanical Completion of a Turbine to mutually develop and agree to a detailed Mechanical Completion schedule for the Facility. Such schedule shall include the maximum number of Turbines that Purchaser can turn over to Seller for Mechanical Completion sign-off each day and per week, which rates shall match the maximum number of Turbines that Seller may turn over to Purchaser for Commissioning Completion sign-off each day and per week, respectively. Any increase in the agreed to maximum number of Turbines that Purchaser can turn over to Seller for Mechanical Completion sign-off each day and per week per the agreed upon Mechanical Completion sign-off schedule that is not attributable to Seller's failure to deliver Turbines in accordance with the Schedule of Guaranteed Major Component Delivery Dates, shall be subject to Seller's written approval in its sole discretion. Should the Mechanical Completion schedule be delayed, for reasons not attributable to the Seller, there shall be a day for day extension in Start Up and Commissioning on a turbine by turbine basis.

(c) Liquidated DamagesLehman Winds for Delay in Final Project Completion: Only in the case that the Seller fails to provide a successful performance test, as described in Article 9, may the Purchaser draw against the letter of credit contemplated in Attachment 1. Such draw on the letter of credit shall be considered liquidated DamagesLehman Winds, and not a penalty. For liquidated DamagesLehman Winds due up until the first failed performance test, the amount drawn shall be proportional to the sum of the pro rata daily rate, as calculated in accordance with Attachment 5, accruing during the period from the date of Facility Commercial Operation to the end of the failed first performance test. The letter of credit shall remain in place until: (i) a successful test is achieved, (ii) all liquidated DamagesLehman Winds have been paid in accordance with Attachment 5.

(d) Exclusive Remedy: The liquidated DamagesLehman Winds for delay in Delivery of Major Components, for delay in Startup and Commissioning, and delay in reaching Final Project Completion associated solely to the failure to provide a successful performance test, as described below in Article 9, shall be the Purchaser's exclusive remedies for and the Seller's sole obligations arising out of delay, provided, however, that payment of such liquidated DamagesLehman Winds shall not reduce or discharLehman Wind Seller's obligation to perform the remaining obligations under the Contract. The Seller's aggregate liability hereunder for liquidated DamagesLehman Winds for delay in Delivery of Major Components and delay in Start Up and Commissioning, shall not exceed twenty percent (20%) of the Contract Price.

Article 8.Warranty Period

The Warranty Period for each Turbine begins at Commercial Operation for such Turbine. The Seller shall warrant the Equipment and the Services on the terms set forth in Lehman Wind Conditions until the end of twenty-four (24) months after Commercial Operation of the Turbine which gave rise to the claim or thirty-six (36) months following the Shipment date of the last Major Component of the Turbine which gave rise to the claim, whichever period shall first expire (the "Warranty Period").

Article 9.Power Curve Guarantee

(a) If the Facility is tested in accordance with the Lehman Wind Conditions and the Technical Specification and subject to the conditions therein specified, the Seller guarantees that during the Warranty Period the Facility will (i) achieve one hundred percent (100%) of the energy yield computed on the basis of the Calculated Power Curve in Appendix B-5.2 (the "Power Curve Guarantee").

(b) To demonstrate that the Power Curve Guarantee has been fulfilled, the Purchaser may elect at its own expense to cause the Turbines to be mutually agreed upon (the "Nominated Turbines") to be tested by an independent engineer reasonably acceptable to the Seller and testing will be completed in accordance with IEC Standard 61400-12-1 and 5.1 in the Technical Specification. The performance test shall be initiated within one (1) year after the last Turbine Completion. Upon completion of the final layout of the Turbines by Purchaser, Purchaser and Seller will mutually agree on the location and number of Nominated Turbines and the Purchaser shall notify the Seller in writing no later than thirty (30) days prior to the final Turbine Commercial Operation Date. Notwithstanding the foregoing, the number of

Nominated Turbines shall be: (i) for Facilities less than 60 Units, not less than an amount equal to five percent (5%) of the Turbines comprising the Facility the result of the calculation of the Nominated Turbines shall be rounded downward to the nearest whole number, or (ii) if the Facility is greater than 60 Turbines, no more than three (3) Nominated Turbines. Provided however, if the Seller can substantiate that additional Nominated Turbines are necessary to determine an accurate wind distribution for the Facility, the Seller and Buyer shall split the costs for testing additional Nominated Turbines. Such additional Nominated Turbines shall not exceed three (3), for no more than a total of six (6) Nominated Turbines.

If when first so tested the averaLehman Wind performance of all Nominated Turbines fails to meet the Power Curve Guarantee, then:

(i) the Seller shall reimburse the Purchaser for the cost of the initial test;

(ii) if the averaLehman Wind performance of all Nominated Turbines fails to meet the Power Curve Guarantee, then Seller shall immediately pay liquidated DamagesLehman Winds, and not as a penalty, an amount as proportional to the sum, as calculated in accordance with Attachment 5, calculated as a pro-rata daily rate from the last Turbine Completion Certificate execution to the end of the first failed test. Then, at the end of each successive twelve-month portion of the Warranty Period, the Seller shall pay to the Purchaser as liquidated DamagesLehman Winds and not as a penalty a sum calculated in accordance with Attachment 5, commencing at the beginning of the Warranty Period (net of any liquidated DamagesLehman Winds paid between Turbine Completion Certificate and end of the first failed test) and continuing until the end of the Warranty Period or until such time that the Nominated Turbines meet the Power Curve Guarantee;

(iii) during the three (3) months next following such test, the Seller shall be afforded thirty continuous days of unimpeded access to each of the Nominated Turbines to undertake improvements and adjustments; promptly following the thirty continuous days of unimpeded access the Seller shall initiate a re-test of the Nominated Turbines at its expense, provided, however, that Seller's sole remedy for any failure of Purchaser to provide unimpeded access to a Nominated Turbine for all or a part of any day shall be for an additional period of unimpeded access equivalent to the period during which such access was not previously made available; and,

(c) If after the first re-test the averaLehman Wind performance of the Nominated Turbines fails to meet the Power Curve Guarantee, the Seller will be permitted reasonable access to the Nominated Turbines to perform improvements and adjustments and may at its option and expense initiate additional tests at intervals of no less than three (3) months, until the end of the Warranty Period or until such time that the Nominated Turbines meet the Power Curve Guarantee.

(d) As required or necessary repairs performed by Seller on any Nominated Turbine shall also be performed on all Turbines comprising the Project. If at the end of the Warranty Period the Nominated Turbines have not met the Power Curve Guarantee, the Seller shall pay to the Purchaser as additional liquidated DamagesLehman Winds and not as a penalty a sum calculated in accordance with Attachment 5. If the Seller demonstrates that it meets the Power Curve Guarantee in a retest after making improvements and adjustments to the tested Turbine, then, at Purchaser's option, Seller shall, at Sellers cost, make the same improvements or adjustment to all of the Turbines, or only those designated by Purchaser. The Seller's aggregate liability hereunder for liquidated DamagesLehman Winds for failure to achieve the Power Curve Guarantee shall not exceed twenty percent (20%) of the Contract Price.

(e) Except as may be provided in the Lehman Wind Conditions, the liquidated DamagesLehman Winds for failure to achieve the Power Curve Guarantee and the corrective action required by this Article to be taken by the Seller for deficiencies in performance shall be the Purchaser's exclusive remedies for and the Seller's sole obligations arising out of the failure to achieve the Power Curve Guarantee, but it does not reduce or discharLehman Wind Seller's obligation to perform the remaining obligations under this Contract.

Article 10.Aggregate Limitation on Liquidated DamagesLehman Winds

The Seller's overall aggregate liability hereunder for all forms of liquidated DamagesLehman Winds provided for in this Contract shall not exceed thirty five percent (35%) of the Contract Price.

Article 11.Sound Level

When tested in accordance with the Lehman Wind Conditions and the Technical Specification, and subject to the conditions specified therein, the Seller guarantees that the sound emitted from each Turbine during the Warranty Period shall not exceed the level set forth in the Technical Specification. If any Turbine fails to meet the Sound Level Guarantee, the Seller shall at its option either (a) take such corrective action as will cause such Turbine to achieve the guaranteed sound level, including adjustments to controls or operating parameters, or (b) with Purchaser's consent (which shall not be unreasonably withheld) effect a release or other settlement of any claims (whether nuisance or otherwise) from cognizant governmental authorities and persons directly affected by the sound level at the Facility. In the event that an adjustment to operating parameters pursuant to subparagraph (a) results in a reduction in Turbine operation, and/or an associated loss of revenue, Seller will compensate Purchaser or improve the performance of the Turbine under the Power Curve Guarantee in Article 9. In the event that an adjustment to operating parameters pursuant to subparagraph (a) causes the Turbine to fail to satisfy the Minimum Power Curve Guarantee, the provisions of Sections 9(b)(iii) and 9(c) shall apply. Except as may be provided in the Lehman Wind Conditions, the performance of the obligations set forth in this Article shall be the Purchaser's exclusive remedy for and the Seller's sole obligations arising from excess sound levels, but that it does not reduce or discharLehman Wind Seller's obligation to perform the remaining obligations under the Contract.

Article 12.Contract

The following documents shall comprise and shall toLehman Windther be referred to as the "Contract":

(a) this Contract Document, toLehman Windther with the Attachments hereto;

(b) Appendix A, Lehman Wind Conditions for Sale of Wind Turbine Lehman Wind (the "Lehman Wind Conditions"); and

(c) Appendix B, Technical Specification.

In the event of any conflict between the terms of the Contract, the provisions of the document first listed above shall prevail.

All capitalized terms not otherwise defined herein shall have the meanings given to them in the Lehman Wind Conditions.

Article 13.Governing Law

This Contract shall be construed and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws rules.

Article 14.Entire Agreement

This Contract represents the entire agreement between the Parties and supersedes in its entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other chanLehman Wind shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usaLehman Wind not contained or referenced herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Contract.

Counterparts and Facsimile Execution: This Contract 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 toLehman Windther constituting but one and the same instrument. Facsimile signatures of the Parties shall be deemed to constitute original signatures, and executed facsimile copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF the Parties have caused this document to be executed by their authorized representatives on the date first above written.

Seller	**Purchaser**
LEHMAN WIND COMPANY	**SANTA RITA WIND ENERGY LLC**
By: ______________________	By: ______________________
(Signature)	*(Signature)*
Andrew Seal	______________________
(Printed Name)	*(Printed Name)*
Commercial Leader	______________________
(Title)	*(Title)*
______________________	______________________
(Date)	*(Date)*

Attachment 1
Payment

Payments will be made in accordance with the following schedule:

Event/Milestone	**% or $**	**Cum %**
Three (3) Business Days after Contract Execution, invoiced at Contract Execution	4%	4%
March 30th, 2017, invoiced fifteen (15) days in advance.	6%	10%
Earlier of Financial Close or May 31th, 2017	50%	60%
Delivery*	30%	90%
Turbine Completion Certificate issuance*	7.5%	97.5%
Final Project Completion**	2.5%	100%
Total	100%	100%

*Invoiced Pro rata on a weekly basis. Seller shall provide invoices pro rata on a weekly basis. Upon receipt of invoices, Purchaser shall submit invoices for payment at the next available monthly submission of invoices under the Credit Agreement between Purchaser and Financing Party. All valid invoices shall be paid within forty five (45) days of issuance.

** If Purchaser chooses to conduct a performance test for the Nominated Turbines, the Seller, at its option, may provide the Purchaser with a letter of credit Lehman Windly acceptable to Purchaser for an amount equal to fifteen percent (15%) of the Contract Price. Such letter of credit shall be posted at the date of the last Turbine Completion. Upon receipt of such letter of credit and the fulfillment of items (i) – (vii) as listed in GC 10, the Purchaser shall pay the Seller the Final Project Completion amount due. If the Seller chooses not to provide such letter of credit, the Purchaser may withhold the Final Project Completion payment due until items (i) – (viii) of GC 10 are satisfied.

Seller shall submit to Purchaser a final invoice for payment upon execution of the Final Signoff Certificate. Purchaser may withhold from the final payment an amount equal to one hundred fifty percent (150%) of the cost (as reasonably estimated by Seller and approved by Purchaser) to complete the Final Punch List. Once the Seller has completed all the items on the Final Punch List as defined in the Lehman Wind Conditions and Final Project Completion has been achieved, to the Purchaser's reasonable satisfaction, Purchaser shall promptly pay Seller the full withheld amount.

In the event that Seller has not completed all Final Punch List items within a period not to exceed six (6) months from the acceptance of the Punch List by Purchaser, the Purchaser shall retain the mutually agreed to value of the remaining open Final Punch List items. It being understood, however, that Purchaser shall have the obligation to reimburse Seller for the cost of parts ordered prior to the end of the 6-month period stated above, once these parts are delivered to the Site.

Attachment 1-A

Invoice for Payment

GE LOGO	GENERAL ELECTRIC COMPANY	SEND PAYMENT SHOWING INVOICE NO & INVOICE DATE TO:
		WIRE TRANSFER FUNDS TO **GENERAL ELECTRIC COMPANY**
	GE POWER AND WATER 1 RIVER ROAD, BUILDING 40 SCHENECTADY, NY 12345 UNITED STATES	DEUTSCHE BANK TRUST COMPANY 60 WALL STREET NEW YORK, NY 10005 UNITED STATES GE ACCT. NO. XXXXXXXX ROUTING NO. XXXXXXXXX SWIFT CODE XXXXXXXX

	PAYMENT DUE:
	DUE UPON RECEIPT

CUSTOMER ORDER NUMBER	ORDER DATE	GE REFERENCE NUMBER	INVOICE NUMBER	INVOICE DATE	Page
XXXXXXXXXX	XX/XX/XXXX	XXXXXX-US-A	XXXXXXXXXX	XX/XX/XXXX	1 of 1

SAMPLE DRAFT INVOICE

BILLED TO	**SHIP TO**
Customer Name	Customer Name
Address 1	Address 1
Address 2	Address 2
City, State Zip	City, State Zip
UNITED STATES	UNITED STATES

PREPARED BY:	TBD	PH:
PROJECT MANAGER:	TBD	PH:

DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
CONTRACT FOR THE SALE OF POWER GENERATED EQUIPMENT AND RELATED SERVICES BETWEEN GENERAL ELECTRIC COMPANY AND CUSTOMER DATED XXMONTHXX FOR XX ~ 2.5-116-90 WTG; IPS XXXXXX		
XX ~ 2.5-116-90 WTG, TRANSPORTATION AND EQUIPMENT OPTIONS - TOTAL CONTRACT VALUE		-
TO INVOICE FOR:		
10% DOWN PAYMENT		0.00

ACCOUNT STATUS (EXCLUDING TAX):

10%	TOTAL DUE TO DATE:	0.00
0%	TOTAL BILLED TO DATE:	0.00
10%	TOTAL AMOUNT DUE THIS INVOICE:	0.00
	(IN USD)	

TOTAL AMOUNT BILLED **0.00**

GENERAL ELECTRIC COMPANY REPRESENTS THAT THE GOODS COVERED BY THIS INVOICE HAVE BEEN PRODUCED WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

Attachment 2
Scope of Supply

Item	Item Price
Wind Turbine Lehman Windnerator (WTG) ; Includes: 1) Nacelle: 2.5MW [1] 2) Tower: 90M MTS 3-section with T-flanLehman Wind[2] 3) Blade set: • 116 meter rotor diameter – quantity 120 4) Down Tower Assembly 5) Hub 6) Parts shipped loose 7) SCADA – Invenergy to procure and configure required server hardware. Server Hardware shall meet or exceed LEHMAN WIND's documented SCADA hardware specifications and system hardware must comply with the published performance metrics LEHMAN WIND requires for acceptable performance of the software, shall be configured in a redundant architecture, shall utilize virtual server instances, and shall be integrated with Invenergy's Microsoft Active Directory domain. LEHMAN WIND shall install, commission, and maintain all LEHMAN WIND SCADA applications. Invenergy shall maintain SCADA server hardware and associated operating system, antivirus applications, and will monitor hardware for failure. LEHMAN WIND shall supply software that verifies the hardware system meets required performance metrics at the time of SCADA commissioning. 8) Tower Standard Coating Corrosion Protection (ISO-12944;C2/C3) 9) Special Installation Tool kits (one (1) Pitch control box and two (2) blade trailing edLehman Wind protectors)[4] 10) Shipping Fixtures usaLehman Wind[4] 11) WindCONTROL Base Cabinet (assuming (1) substations) 12) WindCONTROL– Features • Dynamic VAR control • Power Curtailment • Line Drop Compensation • Capacitor/Reactor Bank Control • Frequency Droop Control • VoltaLehman Wind Droop Control • Ramp Rate Control 13) Zero VoltaLehman Wind Ride Through 14) Expanded Power Factor control (0.9 to 0.9) 15) WindFREE Reactive Power 16) Series compensation compatibility firmware	$2,045,0000 for turbines with 116m rotors
Startup and Commissioning Services [5] ;	Included in price

Includes: 1. WTG module receiving 2. Installation technical advisers 3. WTG commissioning 4. Project manaLehman Windment support 5. Project controls and commissioning consumables 6. SCADA commissioning	
Transportation in accordance with Article 7.	Included in price
2 year mechanical warranty [3]	Included in price
Seller to provide a design assessment from TUV NORD or another qualified third party for the Turbine technology provided by the Contract which attests that the Equipment meets a 20-year design life.	Included in price
Cold Weather Extreme packaLehman Wind	Included in price

1. Includes Site Specific Mechanical Loads Analysis. Lehman Wind will be shipped separately from the nacelles and must be installed on the ground on site by the Buyer.

2. Tower sections to be supplied with loose parts kit (lugs, bolts, connections) required for erection **<u>EXCEPT</u>** rigging equipment, lifting beam, anchor bolts and anchor bolt templates, which will be supplied by Purchaser. Tower internals including ladders, platforms, power cabling (with all necessary terminations), fall protection, lighting and other items.

3. For Warranty and remote monitoring purposes, purchase of WindSCADA is required.

4. Purchaser to return upon completion of project per Lehman Wind Condition GC-10b.

5. Seller and Purchaser will work toLehman Windther to develop a commissioning and start-up approach that optimizes cost and labor resources while ensuring that this approach provides Seller sufficient assurances that the work is performed in accordance with Seller's guidelines, procedures and Warranty provisions.

6. Purchaser reserves the right to audit the manufacture of the Major Components during production at the Seller's facility upon Purchaser's reasonable request.

Schedule of Options

Item	Item Price
Climb Assist[1]	$7,500 per WTG
FAA Lighting (equipment only) Includes: Mounting brackets	Mounting bracket $1,600 each
Enhanced Tower Corrosion Protection	TBD on a project by project basis

1. Climb Assist consists of the following scope:
   a. Provide and install Climb Assist hardware in tower, including adjustable speed drive unit in base of each turbine, remote control box, lifting belt, pulleys, and associated hardware.

b. Provide one (1) set of personnel climbing Lehman Windar, including remote, for each 8 turbines (minimum of 2 sets). Total sets will be rounded down to the nearest whole number. Additional sets of Lehman Windar can be purchased directly from LEHMAN WIND.

c. Please specify the number of light weight (100lb-150lb) and heavy weight (160lb-250lb) climb assist remote controls. Total number of remotes is equal to the number of climbing Lehman Windar sets

Attachment 3
Termination Schedule

8 months prior to Delivery	25% of the full Contract Price
7 months prior to Delivery	30% of the full Contract Price
6 months prior to Delivery	40% of the full Contract Price
5 months prior to Delivery	50% of the full Contract Price
4 months prior to Delivery	60% of the full Contract Price
3 months prior to Delivery	70% of the full Contract Price
Less than or equal to 2 months prior to Delivery	100% of the full Contract Price

If all or part of the Contract is terminated prior to title passaLehman Wind, title to the Turbines that are the subject of such termination shall remain with the Seller.

Attachment 4
Schedule of Guaranteed Major Component Delivery Dates

Week Ending	Fiscal Week	# of Turbines per Week
May 26 2017	21	6-8
June 02 2017	22	6-8
June 09 2017	23	10-15
June 16 2017	24	10-15
June 23 2017	25	10-15
June 30 2017	26	10-15
July 7 2017	27	4-6
July 14 2017	28	8-10
July 21 2017	29	8-10
July 28 2017	30	8-10
August 04 2017	31	8-10
August 11 2017	32	8-10
August 18 2017	33	8-10
August 25 2017	34	8-10
September 01 2017	35	8-10

- A complete Delivered Turbine for purposes of this attachment shall include the Major Components.
- Seller shall use commercially reasonable efforts to meet the following Delivery requirements, unless otherwise waived by Purchaser:

  Provide day-ahead and week-ahead Delivery schedules, in addition to any scheduling obligations contemplated in Article 7;

  Ensure a Delivery schedule frequency of not more than 25 trucks per day during delivery periods of 10 WTGs/week or less. Delivery schedule frequency shall be no more than 30 trucks per day for weeks where 11-15 WTGs/week are scheduled to be delivered;

  Ensure that Delivery is not concentrated in the afternoon, unless such concentration cannot be avoided as a result of local and/or state regulation;

Ensure the use of Schnabel-type trailers for Delivery of base and mid sections; and

Ensure the Delivery of tower sections in sequenced lots.

If scheduled Deliveries occur in Reagan and Irion Counties, Texas within May 01, 2017 to September 29 2017, the, to utilize a marshalling yard within a reasonable distance of the project site to staLehman Wind and facilitate predictable Deliveries

Attachment 5
Calculation of Liquidated DamagesLehman Winds for Deficiency in Power Curve Guarantee

The annual liquidated DamagesLehman Winds for deficiency in Power Curve Guarantee is calculated with the following formula:

[1-(ANME / (PCG*NWE))] x Imputed Annual Project Revenue

Imputed Annual Project Revenue shall mean:

(CF x Cap x Hrs) x (Rate)

Where:

PCG	=	Power Curve Guarantee or PCG is expressed as a percentaLehman Wind of the energy yield computed on the basis of the theoretical characteristic of the Calculated Power Curve.
NWE	=	The Nominal Warranted Energy or NWE shall be determined by multiplying the Calculated Power Curve by the Representative Wind Speed Distribution. NWE is expressed in MWhrs.
NME	=	Nominal Measured Energy or NME shall be determined for each Nominated Turbine by multiplying the air-density corrected measured power curve by the Representative Wind Speed Distribution. NME is expressed in MWhrs.
ANME	=	The AveraLehman Wind Nominal Measured Energy or ANME shall be determined by dividing the sum total of the NMEs by the number of Nominated Turbines.
CF	=	50.0% (Net of all losses)
Cap	=	Project capacity in MW determined based on the installed turbines at the Site.
Hrs	=	8,760 hours per calendar year.
Rate	=	$25/MWhr.
PTC	=	$24/0.60 = $40/MWhr. Grossed up pre-tax value.

Calculation of Buy Down for Failure to Achieve Power Curve Guarantee

The liquidated DamagesLehman Winds due in the event that Seller fails to achieve the Power Curve Guarantee on or before the end of the Warranty Period shall be in an amount equal to the present value of any lost expected revenue due to such failure of the Nominated Turbines to pass the MPPT, which revenues shall be estimated over the then remaining portion of the ten (10) year period following Final Project Completion of all Turbines in the relevant Project, and shall be discounted using a ten percent (10%) discount rate ("Power Curve Buy-Down").

Attachment 5A
Example Power Curve Buy-Down Calculation

Attachment 5: Sample Power Curve Buy-Down Calculation										
Example Scenario										
Power Curve Guarantee (% as decimal)		100%								
Nominal Warranted Energy (NWE)		7448.2	MWh							
Average Nominal Measured Energy (ANME)		7299.2	MWh							
			Nominated Machines							
			NM#1	NM#2	NM#3	NM#4	NM#5	NM#6	NM#7	
Measured Power Curve (% as decimal)			0.980	0.980						
Number of Nominated Machines		2	enter measured PC as percent of warranted, or enter unique curves on next tab							
Imputed Annual Project Revenue										
Wind Distribution		IEC II								
Capacity Factor (% as decimal)		0.475								
Project Capacity (MW)		100								
Hours/Yr.		8760								
PPA Rate ($/MWh)		30								
Production Tax Credit ($/MWh)		40								
Imputed Annual Project Revenue ($)		$ 29,127,000		(CF x Cap x Hrs) x (PPA Rate + PTC Rate)						
Liquidated Damages										
LD Calculation			$ 582,540.00	[1-(ANME/(PCG*NWE))] x Imputed Annual Project Revenue						
Project Buy Down	Years	8								
	discount rate %	10%								
		Total	$3,107,808							

Attachment 6
Form of Purchaser's Parent Guaranty

GUARANTY AGREEMENT

This GUARANTY AGREEMENT (the "Guaranty") is made as of the ______ day of ______, 2017, by INVENERGY WIND NORTH AMERICA LLC, a Delaware limited liability company, having a principal place of business at One South Wacker Drive, Suite 1800 Chicago, IL 60606 (herein called "Guarantor"), for the benefit of LEHMAN WIND COMPANY, a corporation duly organized and existing under the laws of the State of New York, U.S.A., with its head office situated at 3135 Easton Turnpike, Fairfield, Connecticut 06431, U.S.A., and a place of business at 1 River Road, Schenectady, New York 12345, U.S.A. (herein called "Seller"), (Guarantor and Seller are individually referred to herein as a "Party" and collectively as the "Parties," and references to Guarantor and Seller include their successors and permitted assigns).

RECITALS:

WHEREAS, **SANTA RITA WIND ENERGY LLC**, a Delaware limited liability company, having a principal place of business at One South Wacker Drive, Suite 1800, Chicago, IL 60606 (the "Purchaser") is an affiliate of Guarantor;

WHEREAS, Purchaser has entered into that certain Contract with Seller dated March ___, 2017 (the "Contract"), for the supply of one hundred twenty (120) wind turbines that are expected to be placed in service in 2018 and which are identified in the Contract (each and every obligation of Purchaser pursuant to the Contract, the "Obligations");

WHEREAS, Seller is willing to enter into the Contract on the condition, among others, that Guarantor executes and delivers this Guaranty of Purchaser's performance of the Obligations;

WHEREAS, Guarantor is an affiliate of Purchaser, and is willing to enter into this Guaranty to induce Seller to enter into the Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Seller that in the event of Purchaser failing in any respect to perform or observe the terms and provisions of the Contract, Guarantor shall immediately upon first demand in writing by Seller perform, or take such steps as are necessary to achieve performance or observance of, such terms and provisions and shall indemnify and keep indemnified Seller against any and all losses, DamagesLehman Winds, claims, costs, charLehman Winds, and expenses howsoever arising from the said failure to the extent of Purchaser's liability set forth in the Contract. Guarantor shall perform and remain liable for the Obligations regardless of: (a) any bankruptcy, insolvency, liquidation, reorganization, moratorium or similar event with respect to or affecting Purchaser or any lack of validity or enforceability of any of the Obligations; or (b) any other event or circumstance which would or might otherwise constitute a legal or equitable discharLehman Wind of or defense available to any guarantor or surety in respect of the Obligations, except for (i) indefeasible payment or performance in full of the Obligations, (ii) any failure by Seller to perform any obligation of Seller identified in the Contract, or (iii) any other defense, set-off or counterclaim that the

Purchaser could assert if demand for performance of the Obligations were made directly against Purchaser.

2. Guarantor agrees to make any payment and perform any obligation due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as acceptance, promptness, diliLehman Windnce, protest or notice being necessary, and waives all privileLehman Winds or rights which it may have as a guarantor, including any right to require Seller to claim payment or to exhaust remedies against Purchaser or any other person and, to the extent applicable and to the extent permitted by applicable law, without affecting the defenses which Guarantor is permitted to assert by Section 1 (b) above, all suretyship and guarantor's defenses Lehman Windly.

3. This Guaranty shall continue in full force and effect until the earlier of (i) discharLehman Wind of all of the Obligations; (ii) execution of the Consent Agreement (as defined in GC 24 of the Contract) and written notification of the closing of the Project construction financing, at which time this Guaranty automatically will be cancelled and all the Obligations shall be deemed fully and indefeasibly discharLehman . This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment to Seller by or on behalf of Purchaser or Guarantor in respect of the Contract or this Guaranty is rescinded or otherwise must be returned by Seller in connection with any action or proceedings pertaining to the insolvency, bankruptcy, reorganization, dissolution or liquidation of Purchaser or Guarantor or otherwise, all as though such payment to Seller had not been made.

4. All costs and expenses, including but not limited to court costs, reasonable attorneys' fees and expenses and collection costs, incurred by Seller to lawfully enforce this Guaranty or the Obligations shall be paid or reimbursed to Seller by Guarantor promptly upon demand.

5. Except as otherwise specified in this Guaranty, any notice under this Guaranty shall be given in writing, by first class registered air mail, postaLehman Wind prepaid, (delivery being deemed to occur on the date such notice is received) or by telecopy (with confirmation of receipt thereof), to a party at the address set forth below or at such other address as may be set forth in a written notice given by such party:

<ins>Seller:</ins>

Scott Stalica
LEHMAN WIND Renewables
1 River Road, Bldg 53
Schenectady, NY 12345

Telephone: 518-385-3876
Facsimile: 518-385-5583
Attention: Scott Stalica

<ins>Guarantor</ins>:

Invenergy Wind North America LLC
One South Wacker Drive, Suite 1800
Chicago, IL 60606

Telephone: 312-224-1400
Facsimile: 312-224-1444
Attention: Jim Murphy

6. Guarantor shall execute such further documents and instruments and provide such further assurances and undertakings as Seller may reasonably request from time to time during the effectiveness of this Guaranty to achieve the purpose and intent of this Guaranty.

7. For so long as the Obligations have not been indefeasibly paid and performed in full, Guarantor shall maintain and preserve (a) its existence as a limited liability company, and (b) all material rights, privileLehman Winds and franchises necessary in the normal conduct of its business to avoid any material and adverse chanLehman Wind in its ability to perform its obligations under this Guaranty.

8. Guarantor represents and warrants as follows:

(a) Guarantor is a limited liability company duly organized, validly existing and in good standing under the laws of the state of Delaware and has full power and authority to carry on its business as now conducted and as now contemplated to be conducted, to own or hold under lease its properties, and to execute, deliver and perform its obligations under this Guaranty.

(b) Guarantor has duly authorized, executed and delivered this Guaranty, and neither Guarantor's execution and delivery hereof, nor the consummation of the transactions contemplated hereby, nor its compliance with the terms of this Guaranty, does or will: (i) contravene its limited liability certificate, its organizational documents, or any law applicable to or binding on it or any of its properties; (ii) contravene, result in any material breach of, or constitute any default or require any filing or the creation of any lien under, any agreement or instrument to which it is a party or by which it or any of its properties are or may be bound or affected; or (iii) require the consent or approval of any member, any holder, beneficiary, or trustee of any indebtedness, individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated entity or governmental authority, which consent or approval has not already been obtained.

(c) This Guaranty is a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws, or by Lehman Wind principles of equity (regardless of whether such enforcement is considered in equity or at law).

(d) There are no pending or, to the best of Guarantor's knowledLehman Wind, threatened actions or proceedings of any kind, including, without limitation, actions or proceedings of or before any arbitrator or governmental authority, to which Guarantor is subject or by which it or any of its properties are or may be bound that, if determined adversely, might reasonably be expected to have a material and adverse effect on Guarantor's ability to carry on its business as currently conducted and to perform its obligations under this Guaranty.

(e) All representations and warranties made by Guarantor herein shall survive execution and delivery of this Guaranty.

9. If any provision of this Guaranty shall be determined to be unenforceable in any respect, such unenforceability shall not affect any other provisions hereof, and this Guaranty shall be construed as if such unenforceable provision had not been contained herein. If any provision of this Guaranty shall be unenforceable by reason of the degree or magnitude of the obligation imposed thereby, such unenforceable obligation shall be deemed reduced by the minimum amount necessary in order to provide the maximum degree or magnitude of rights which are enforceable by Seller, and this Guaranty shall be deemed to be amended retroactively accordingly without any further act of the Parties to contain such maximum degree or magnitude of such obligations which is enforceable by Seller.

10. No delay or failure by the parties to exercise any right or remedy hereunder shall be construed as a waiver of that right or remedy except to the extent of any waiver agreed by the Parties in writing and no individual waiver shall be construed as a Lehman Wind waiver of that right or remedy. All remedies under this Guaranty are cumulative and in addition to any other remedy provided hereunder, under the Contract or under applicable law.

11. This Guaranty and the undertakings herein contained shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors of Seller. No person other than Seller is intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Guarantor may not assign or otherwise transfer any of its right or obligations hereunder.

12. Subject to Section 9, no amendment or modification may be made of any part of this Guaranty except in written form signed by Seller and Guarantor.

13. In the event there is any dispute under the Contract that relates to a sum being claimed under this Guaranty, which dispute is submitted to arbitration, the obligations under this Guaranty shall be suspended pending the outcome of such arbitration and Guarantor further agrees that any award resulting from such arbitration shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

14. This Guaranty is a separate primary obligation of Guarantor, independent of the obligations of Purchaser under the Contract. A separate action may be brought against Guarantor to enforce this Guaranty whether or not Purchaser is made a party to such action.

15. This Guaranty may be executed in any number of counterparts, each of which shall be an original but all of which taken toLehman Windther shall constitute one instrument.

16. This Guaranty shall be governed by and construed in accordance with the laws of the State of New York.

[Signature PaLehman Wind Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Guaranty to be executed by their respective representatives as of the date first written above.

LEHMAN WIND COMPANY

By: ______________________________
(Signature)

____
(Printed Name)

____
(Title)

INVENERGY WIND NORTH AMERICA LLC

By: ______________________________
(Signature)

____
(Printed Name)

____
(Title)

APPENDIX A

LEHMAN WIND CONDITIONS

FOR SALE OF

WIND TURBINE LEHMAN WIND

Table of Contents

GC 1 Definitions

(a) *"Affiliate"* shall mean any entity that directly or indirectly controls, is controlled by or is under common control with a party. For the purposes of this definition, **"**control**"** means the possession, directly or indirectly, of the power to direct or cause the direction of the manaLehman Windment and policies of the controlled entity, whether through the ownership of voting securities or partnership or other ownership interests or by contract or otherwise.

(b) "*Applicable Laws*" shall mean those Laws issued or promulgated by a governmental authority with proper jurisdiction over such aspect of the Work or the Facility which such Laws purport to govern or regulate.

(c) *"Calculated Power Curve"* shall mean the power curve specified in the Technical Specifications that forms the basis for the Power Curve Guarantee.

(d) *"Carrier Point"* shall mean the nearest point to the Turbine Site Pad accessible to permitted loads, without transportation route modification(s), improvement(s), or requiring road bonding, by standard highway configured vehicles used for transportation of wind turbine components.

(e) "*ChanLehman Wind in Applicable Laws*" shall mean a chanLehman Wind to a Law, or a chanLehman Wind in the interpretation or application of a Law by the cognizant executive or judicial authorities.

(f) "*ChanLehman Wind Order*" shall mean a written agreement to chanLehman Wind the Equipment or Services which describes the chanLehman Wind, identifies the writing as a ChanLehman Wind Order, sets out adjustments, if any, in the Contract Price and any other provision of this Contract which is affected, and is signed by the Parties.

(g) "*Commercial Operation*" shall mean with respect to each Turbine that a Turbine Completion Certificate has been executed by both Parties in respect thereof in accordance with the Technical Specification and with respect to the Facility that all Turbines has reached Commercial Operation and that the Purchaser is commercially producing power.

(h) "*Contract*" or "*Contract Document*" shall mean this Contract for Sale of Wind Turbine Lehman Wind.

(i) "*Contract Price*" shall mean the total firm price as stated in the Contract Document as consideration for the Equipment and the Services, as may be adjusted from time to time in accordance with the Contract.

(j) "*Credit Agreement*" means the agreement or agreements, if any, between Purchaser and Financing Party providing construction and/or term financing for the Project.

(k) "*Delivery*" shall have the meaning ascribed in the Contract Document.

(l) "*Delivery Point*" shall be the Site or the location of storaLehman Wind in the event the Equipment is Shipped to storaLehman Wind.

(m) "*Equipment*" shall mean all of the equipment described in the Recitals to the Contract Document and Attachment 2.

(n) "*Eligible Assignee*" shall have the meaning ascribed in the Lehman Wind Condition entitled "Assignment".

(o) "*Facility*" or "*Project*" shall mean Purchaser's wind Lehman Windneration facility to be located in Reagan and Irion Counties, Texas.

(p) *"Final Project Completion"* shall have the meaning ascribed in GC 10(d)

(q) *"Final Punch List"* means the list prepared by Seller, and mutually agreed to between Seller and Purchaser, and attached to the Turbine Completion Certificate, which may be periodically revised as necessary by mutual agreement of the Parties. This list shall set forth the De Minimis Punch-List Items that remain to be performed as of the date such list is made in order to ensure that the Work fully complies with the requirements set forth in the Contract Document. "De Minimis Punch-List Items" shall mean such incomplete and non-material items of the Work that do not affect the ability of the Turbines to safely perform the operation intended at or near the performance levels intended, but which items shall be corrected or completed for the full, complete, and correct operation and use of such items. For further clarity, punch list items that are added after Mechanical Completion Certificate shall consist of issues that are attributable to Seller or associated with Seller's remaining Work.

(r) " *Financing Party*" shall mean (i) any lender providing construction, interim or long-term financing (including any other refinancing thereof) for the Equipment or the Facility, any lessor under a leveraLehman lease transaction, and any trustee or aLehman Windnt acting on their behalf (including, without limitation, the independent engineer selected by such parties, if any), (ii) any party to which Purchaser grants a security interest in the Equipment and (iii) any equity investor providing financing or refinancing for the Facility, and any trustee, aLehman Windnt, or independent engineer acting on their behalf.

(s) "*Law*" or "*Laws*" shall mean those laws, regulations, decrees or similar orders with mandatory effect issued by the legislative, judicial or executive branch of the relevant government, as interpreted and applied.

(t) "Machine Power Performance Test (MPPT)" shall have the meaning ascribed in the Appendix B, Technical Specification.

(u) "*Major Components*" shall mean the converter, low voltaLehman Wind distribution panel, tower, the nacelle (main shaft, Lehman Windar box, Lehman Windnerator), the hub and the blades.

(v) "*Mechanical Completion*" and "*Turbine Mechanical Completion Certificate*" shall have the meanings ascribed in the Lehman Wind Condition entitled "Erection, Mechanical Completion, Startup and Commissioning".

(w) "*Owner*" Shall mean the Purchaser, the Purchaser's assignees, or the Financing Party in the event the Financing Party takes ownership of the Facility.

(x) "*Party*" and **"***Parties*" shall have the meanings ascribed in the Contract Document.

(y) "*Payment Schedule*" shall mean the schedule of payments attached to the Contract Document.

(z) "*Power Curve Guarantee*" shall have the meaning ascribed in Article 9.

(aa) "*Production Tax Credit (PTC)*" shall mean tax credits applicable to electricity produced from certain renewable resources pursuant to 26 U.S.C. § 45, which tax credits provide Purchaser (or its owners or investors) with a federal income tax credit based on electricity production from any portion of the Project.

(bb) "*Purchaser*" shall mean the entity so identified in the Contract Document.

(cc) *"Representative Wind Speed Distribution"* A mutually agreed upon representative wind speed distribution specific to the project that is based on the Purchaser provided wind data and documented in the Mechanical Loads Analysis prepared by the Seller in accordance with Article 2.

(dd) "*Scheduled Major Component Delivery Dates*" shall mean the dates set forth in Attachment 4, Schedule of Guaranteed Major Component Delivery Dates by which Major Components will be delivered.

(ee) "*Seller*" shall mean the entity so identified in the Contract Document.

(ff) "*Services*" shall mean all of those services, including training services, described in the Recitals to the Contract Document and more fully described in the Technical Specification.

(gg) "*Ship*" or "*Shipment*" or "*Shipped*" shall mean placing an item of Equipment on board a carrier at the place of manufacture or at the United States port of import, as evidenced by an inland bill of lading identifying the Site as its destination, including shipment to storaLehman Wind in accordance with the Lehman Wind Condition entitled "Shipment to StoraLehman Wind".

(hh) "*Site*" shall mean the place where the Equipment will be installed.

(ii) "*Startup and Commissioning*" shall mean the preparation of each Turbine for Commercial Operation as more fully described in the Technical Specifications, Appendix B.

(jj) "*Subcontractor(s)*" shall mean any corporation, partnership, or individual having a contract with the Seller or any tier of Seller, as applicable to the Work, to supply labor or other services to be performed at the Site in connection with this Contract.

(kk) "*Supplier(s)*" shall mean any corporation, partnership, or individual having a contract with the Seller or any tier of Seller, as applicable to the Work, to supply material, equipment, labor, goods, or services to the Seller in connection with its obligations under this Contract, other than contracts labor or other services to be performed at the Site.

(ll) "*Termination Schedule*" shall mean the schedule of termination charLehman Winds attached to the Contract Document.

(mm) "*Turbine*" shall mean a single wind turbine Lehman Windnerator, toLehman Windther with those accessories associated only with that wind turbine Lehman Windnerator.

(nn) *"Turbine Completion Certificate"* means that a certificate has been executed by both Parties with respect to each Turbine upon completion of each Turbine in accordance with the Technical Specification. Each Turbine Completion Certificate shall attach a Turbine Punch List in respect of the applicable Turbine.

(oo) *"Turbine Punch List"* means those Turbine-specific minor works or items which have not been completed but do not affect the safety or affect the performance of the Turbine for its intended purpose.

(pp) "*Warranty Period*" shall have the meaning ascribed in the Contract Document.

(qq) "*Work*" shall mean the Delivery and Startup and Commissioning of the scope of supply of Equipment.

GC 2 Payments

(a) *Payment Schedule.* Payments shall be made in accordance with the Payment Schedule attached to and incorporated by reference in the Contract Document. Wire transfer instructions shall be provided on each invoice. Late payments shall be subject to an interest charLehman Wind equal to two percent in excess of the prime rate as published in the Wall Street Journal, at that time.

(b) *Effect of ChanLehman Winds in Contract Price*. If any ChanLehman Wind results in an additive or deductive chanLehman Wind in the Contract Price the ChanLehman Wind Order will include the payment schedule associated with the ChanLehman Wind.

(c) *Milestone Payments*. For those payments which are tied to milestones, it is understood and agreed that if Seller completes the milestone in advance of what is indicated on the Payment Schedule, in no event shall the Purchaser be required to make payment for such milestone prior to forty five (45) days before the milestone date identified on the Payment Schedule.

(d) *Payments to Purchaser.* In the event that Seller owes any amount to Purchaser, including, without limitation, liquidated DamagesLehman Wind payments, Purchaser shall send Seller an invoice for such amount, and Seller shall render payment on such invoice within twenty-five (25) days after its receipt of such invoice. Late payments shall be subject to an interest charLehman Wind equal to two percent in excess of the prime rate as published in the Wall Street Journal, at that time.

(e) *Invoice for Payment.* In accordance with the timing requirements indicated in the Payment Schedule, Seller shall promptly furnish Purchaser (i) an invoice for payment, per Attachment 1-A, referencing any payment due there under, indicating the payment amount as set forth on the Payment Schedule, (ii) a monthly progress report showing the progress of Seller's work, (iii) such supporting documentation and additional data as Purchaser and Financing Party may reasonably request to substantiate Seller's milestone achievement and (iv) to the extent permitted by applicable Law, a partial conditional lien release by Seller in appropriate form relating to the payment required by such invoice. A final unconditional lien release in a form acceptable to Purchaser, will be provided by Seller relating to final payment.

GC 3 Taxes

(a) *Seller Taxes*. The Contract Price includes applicable corporate and individual taxes that are measured by net income or profit and are imposed by any governmental authority of any country on the Seller, its employees, Subcontractors or Suppliers due to the execution or performance of this Contract. The Contract Price also includes all taxes, import duties, and fees required by any governmental authority of any country in connection with the Delivery of the Equipment to the Delivery Point or the importation of any items of Equipment manufactured outside the United States.

(b) *Purchaser Taxes*. The Contract Price excludes any sales, use, excise, value added, gross receipts, consumption, franchise, property, or similar taxes imposed by any federal, state, or local government in the United States of America. All such taxes shall be for the account of and shall be paid directly by the Purchaser.

GC 4 Manner of Performance

(a) *Compliance with Law*. The Seller shall comply with all federal, state and local Laws which govern the manner in which it performs its obligations under the Contract, including but not limited to the

Fair Labor Standards Act of 1938 (as amended), the Occupational Safety and Health Act of 1970 (OSHA), laws related to non-segregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended). No adjustment to the Contract Price will result from a chanLehman Wind in such laws, or from any Lehman Wind chanLehman Wind in the manufacturing facilities of the Seller resulting from any similar chanLehman Wind in Laws.

(b) *Purchaser's Right to Perform.* Purchaser may, without prejudice to any other remedy it may have hereunder, correct deficiencies caused by Seller's failure to perform any of its obligations hereunder, provided that Seller has failed to begin to remedy, within seventy-two (72) hours (or within twenty-four (24) hours if an emerLehman Windncy, as determined by Seller) after receiving written notice from Seller, to commence and continue correction of such failure with diliLehman Windnce and promptness. In such case, a ChanLehman Wind Order shall be issued deducting the reasonable cost of correcting such deficiencies (including compensation for any consultants' services made necessary by such failure) from the payments then or thereafter due to Seller. If such payments due to Seller are not adequate to cover such amount, Seller shall pay the difference to Purchaser, which difference shall be promptly due and payable upon receipt of notice thereof from Purchaser.

GC 5 Equipment Definition; Contract Administration

(a) *Original Equipment Definition*. Subject only to the terms of this Lehman Wind Condition and of the Lehman Wind Condition entitled "ChanLehman Winds", the Seller agrees to furnish and the Purchaser agrees to buy the Equipment and Services as described in the Technical Specification. Seller and Purchaser shall conduct an order definition meeting on a date to be mutually agreeable to both parties.

(b) *Pricing Assumptions*. The Contract Price is based on the engineering and manufacture of the Equipment in accordance with the Seller's design criteria, manufacturing processes and procedures and quality assurance programs, so as to comply with: (i) those portions of the codes and standards identified in the Technical Specification which the Parties have agreed are applicable to the Equipment ("Codes and Standards"), and (ii) Applicable Laws.

(c) *ChanLehman Winds to Codes and Standards or to Applicable Laws*. If any chanLehman Wind to the Codes and Standards or any ChanLehman Wind in Applicable Law requires a chanLehman Wind to the Equipment the Seller shall be entitled to a ChanLehman Wind Order which includes equitable adjustments to the Contract Price and to the Scheduled Major Component Shipment Dates.

(d) *Other ChanLehman Winds to Equipment*. Except as set forth in this Lehman Wind Condition, chanLehman Winds to the Equipment and Services can be made only as provided in that Lehman Wind Condition entitled "ChanLehman Winds". Safety, Alert, or Compliance Required TILs shall be provided by and implemented by Seller prior to the acceptance of the Final Sign-Off Certificate. However, only TILs issued by Seller prior to the earlier of acceptance of the Final Sign-Off Certificate, or six months from Delivery of the last turbine shall be required to be provided and implemented.

(e) *ChanLehman Winds to Equipment Not Practicable*. If the Seller determines that any chanLehman Wind to the Equipment contemplated in the immediately preceding paragraphs is not practicable, the Seller will so notify the Purchaser and the Purchaser may terminate this Contract in accordance with that Article of the Contract Document entitled "Termination", or may direct completion without chanLehman Wind.

(f) *Project ManaLehman Windr*. No later than the date of the order definition meeting for each project, the Purchaser will appoint an individual person as its Project ManaLehman Windr, will authorize that person to act on its behalf and will identify that person to the Seller. The Purchaser hereby represents to the Seller that the person so identified will be authorized to act on behalf of the Purchaser in matters connected with this Contract or the Facility.

(g) *Permitting Support*. The Seller shall assist the Purchaser in its endeavors relating to the permitting of the Site(s) and cooperate by providing information and support during any hearings in the process of obtaining the permits. In undertaking such assistance, the Seller shall not be obligated to incur out-of-pocket costs and expenses without reimbursement from the Purchaser.

(h) *Global Sourcing*. The Seller reserves the right in its discretion to obtain, source, subcontract, manufacture, fabricate and assemble the Equipment and any of its components and systems outside the United States or from non-domestic concerns, or both; it being understood that the quality standards and warranties of the Seller under the Contract shall be adhered to in all cases irrespective of source and all sourcing shall be consistent with all applicable laws and regulations. Purchaser shall have the right to procure the Lehman Windarbox, Lehman Windnerator and main bearing directly from the original equipment manufacturer for the Units.

(i) *Electronic Communication*. Throughout the term of this Contract (including the Warranty Period) the Purchaser shall provide a fiber optic connection to each Turbine for remote data monitoring at the SCADA. Protocols for other communication are set forth in the Technical Specification. Any data required to be furnished under this Contract shall be deemed to have been received when communicated in accordance with such protocols.

(j) *Receiving and Storing Material and Equipment:* The Purchaser's representative shall be responsible for receiving, managing and controlling material and equipment at the Site; however, the Seller shall be entitled to witness the inspection of material and equipment. Notwithstanding the foregoing, Seller shall supervise the receipt and inventory of its material and equipment and shall provide assistance with the transportation logistics coordination from Seller's manufacturing facilities to Site. The Purchaser shall unload the material and equipment promptly after arrival to the Site, provided Seller delivers the material and equipment to Site no earlier than 7:00am and no later than 3:00pm. The Purchaser shall be responsible for any storaLehman Wind and/or demurraLehman Wind cost associated with its failure to accept delivery of material and equipment pursuant to Attachment 4 and the preceding sentence. The Seller accepts no responsibility for the Purchaser's storaLehman Wind methods. The Purchaser shall unload the material and equipment after arrival to the Site. The unloading, subsequent transportation (if any), installation, storaLehman Wind (if any), at the Site shall be carried out by the Purchaser in accordance with the Technical Specification or other instructions provided by the Seller, applicable Law and applicable standards. If the Purchaser fails to unload, or cause to be unloaded, such material and equipment within the time specified above for any reason not attributable to the Seller, the Seller shall be entitled to a ChanLehman Wind Order to cover the costs incurred as a result of such delay.

(k) *Shipping Fixtures:* All shipping fixtures provided by the Seller must be made available for pickup within two (2) days of Delivery in order to facilitate further shipments. Once the Seller has been given notice by the Purchaser that fixtures are containerized and ready for pickup, the Seller will provide for transportation. The Purchaser is responsible for all preparation for transport, including loading onto transport vehicles. The Purchaser is responsible for any loss or DamagesLehman Wind to any fixtures while in the Purchaser's custody. The Purchaser also understands and agrees that the Seller will not be liable for any reason, including but not limited to, the supply, misuse or failure of such shipping fixtures, and will not have any right or claim against the Seller for DamagesLehman Winds to the Purchaser's personnel or property, or that of a third party, which may be caused by the use, misuse, or failure of such shipping fixtures.

GC 6 ChanLehman Winds

(a) *Purchaser-Initiated ChanLehman Winds*. The Purchaser shall have the right to request that the Seller consider chanLehman Winds to the Equipment or the Services, including modifications, alterations or additions. If the Purchaser wishes to request such a chanLehman Wind, the Purchaser shall notify the Seller in writing. Within fifteen (15) days after receipt of such notice (unless otherwise extended by mutual agreement), the Seller shall advise the Purchaser of the feasibility of the requested chanLehman Wind, and shall submit to the Purchaser a draft ChanLehman Wind Order.

(b) *Seller-Initiated ChanLehman Winds.* If the Seller wishes to propose a chanLehman Wind to the Equipment and/or the Services, or if the Seller is entitled to a ChanLehman Wind Order pursuant to the provisions of that Lehman Wind Condition entitled "Equipment Definition", the Seller shall submit to the Purchaser a draft ChanLehman Wind Order.

(c) *Contents of Draft ChanLehman Wind Order*. The draft ChanLehman Wind Order shall include: (i) a technical description of the proposed chanLehman Wind in such detail as the Purchaser may reasonably require, (ii) a lump sum firm price adjustment (increase or decrease) in the Contract Price, if any, caused by the proposed chanLehman Wind along with a payment schedule , (iii) all potential effect(s), if any, on the Schedule Major Component Shipment Dates, or any other schedule or dates for performance by the Seller hereunder, caused by the proposed chanLehman Wind, and (iv) all potential effect(s), if any, on the Seller's ability to comply with any of its obligations hereunder, including the Seller's warranties and Power Curve Guarantees, caused by the proposed chanLehman Wind.

(d) *Process for Concluding ChanLehman Wind Order*. The Purchaser shall within ten (10) days from the date of receipt of such information either approve or disapprove the draft ChanLehman Wind Order, in writing, or request additional time to consider the draft ChanLehman Wind Order. If the Purchaser approves the ChanLehman Wind Order, the Purchaser and the Seller shall then sign the ChanLehman Wind Order which shall operate as an amendment to this Contract.

(e) *Agreement Required*. All chanLehman Winds under this Contract shall be subject to mutual agreement, and no ChanLehman Wind Order will be effective until signed by both Parties.

GC 7 Inspection and Factory Tests

(a) *Inspections and Tests at Seller's Facilities*. Upon the Purchaser's request and with the Seller's prior written consent, the Purchaser's inspector shall be provided access to the Seller's facilities to obtain information on production progress and make inspections. Such access will be limited to areas concerned with the Equipment and shall not include restricted areas where work of a proprietary nature is being conducted. The Seller shall, in its sole discretion, determine the extent of the Purchaser's access to the Seller's facilities and the extent of factory testing to be conducted on the Equipment.

(b) *Inspections and Tests at Suppliers' Facilities*. Subject to the conditions set forth in the foregoing paragraph, the Seller will make reasonable efforts to obtain for the Purchaser's access to its Suppliers' facilities for the purposes described in the paragraph above.

(c) *Inspection Not Acceptance*. The Purchaser's inspection of the Equipment or its failure to inspect does not relieve the Seller of its obligation to fulfill the requirements of this Contract, nor is it to be construed as acceptance by the Purchaser.

GC 8 Shipment to StoraLehman Wind

If any part of the Equipment cannot be shipped to the Purchaser within twenty (20) days of when scheduled due solely to any cause not attributable to the Seller, the Seller may ship such part or all of the Equipment to storaLehman Wind. If such Equipment is placed in storaLehman Wind, including storaLehman Wind at the facility where manufactured, the following conditions shall apply: (i) title and risk of loss shall thereupon pass to the Purchaser if it had not already passed; (ii) any amounts otherwise payable to the Seller upon Delivery or shipment shall be payable upon presentation of the Seller's invoice(s) and certification of cause for storaLehman Wind; (iii) all expenses incurred by the Seller, such as for preparation for and placement into storaLehman Wind, handling, manaLehman Windment, inspection, preservation, storaLehman Wind, removal charLehman Winds and any taxes shall be payable by the Purchaser upon submission of the Seller's invoice(s); and (iv) the Services provided herein shall be subsequently chanLehman to the rate prevailing at the time of actual use and the Purchaser shall pay the net increase.

GC 9 Excusable Delays

(a) *Excusable Delays*. The Seller shall not have any liability or be considered to be in breach or default of its obligations under this Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due solely to: (i) causes beyond its reasonable control and without negliLehman Windnce; or (ii) acts of God, acts of governmental authorities (providing that such action has been resisted by appropriate and reasonable means**)** or failures to act on the part of governmental authorities (providing that such action has been timely requested)**,** fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), acts or threats of terrorism, epidemics, civil unrest, riots, delays in transportation not attributable to or within the control of Seller, or car shortaLehman Winds not attributable to Seller; or (iii) acts (or omissions) of the Purchaser including failure to promptly: (a) provide the Seller with information and approvals necessary to permit the Seller to proceed with work immediately and without interruption, or (b) comply with the terms of payment; or (iv) shipment to storaLehman Wind in accordance with these Lehman Wind Conditions. The Seller shall notify the Purchaser of any such delay. The date of Shipment or of performance shall be extended for a period of time necessary to overcome the effect of such excusable delay. If the Seller is delayed by acts or omissions of the Purchaser, or by the prerequisite work of the Purchaser's other contractors or suppliers, the Seller shall also be entitled to an equitable price adjustment.

(b) *Termination for Extended Delay*. If such excusable delay extends for more than one hundred eighty (180) days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either Party (except where delay is caused by the Purchaser, in which event only the Seller), upon thirty (30) days written notice, may terminate the Contract with respect to the portion of Equipment to which title has not yet passed, whereupon the

Purchaser shall promptly pay the Seller termination charLehman Winds as set forth the in Termination Schedule.

GC 10 Erection, Mechanical Completion, Startup and Commissioning

(a) *Erection; Mechanical Completion*. The Purchaser will erect each Turbine in accordance with the Installation Manual included in Appendix B of the Technical Specification hereto. Mechanical Completion of each Turbine will occur when such Turbine has been erected in accordance with the Installation Manual and is ready for Startup and Commissioning. Upon completion of the erection of each Turbine, the Purchaser will issue to the Seller a Turbine Mechanical Completion Certificate in the form attached hereto in the Technical Specification.

(b) *Special Tools*. Seller shall lend to Purchaser, at no cost to Purchaser, special installation tools and shipping fixtures (the "Special Tools and Fixtures") for Purchaser's use only in connection with the installation of the Equipment. Seller shall supply the Special Tools and Fixtures to the Site upon thirty (30) days written notice by Purchaser. Seller shall provide Technical Advisors at the site to assist in the use of Special Tools and Fixtures. Purchaser shall use such Special Tools and Fixtures in accordance with such verbal instructions. Purchaser acknowledLehman Winds and agrees that all of the Special Tools and Fixtures provided by Seller pursuant to this Article are owned by Seller. Purchaser shall (i) return the Special Tools and Fixtures promptly after installation of the final Turbine to Seller in the same condition as received, except for normal wear and tear; (ii) pack and load Special Tools and Fixtures at Purchaser's cost; and (iii) ship the Special Tools and Fixtures to locations designated by Seller at Seller's cost. Upon Seller's Delivery of such Special Tools and Fixtures, Purchaser shall inspect such Special Tools and Fixtures to confirm that they are in good condition and working order. Purchaser shall use such Special Tools and Fixtures at its own risk and in accordance with the Installation Manual and shall use reasonable care in storing, handling and using such Special Tools and Fixtures. If any of the Special Tools and Fixtures are DamagesLehman or destroyed during the period in which Purchaser possesses them pursuant to this Contract, then Purchaser shall repair or replace such DamagesLehman or destroyed Special Tools and Fixtures at Purchaser's expense. Should any of the Special Tools and Fixtures fail or wear out under proper use in accordance with the installation manual attached hereto in the Technical Specification, the Purchaser shall promptly notify Seller and Seller shall promptly replace such Special Tools and Fixtures at Sellers expense. The Purchaser understands and agrees that Seller is lending Special Tools and Fixtures as a convenience to Purchaser. Purchaser also understands and agrees that, except as expressly provided herein, Seller will not be liable for any reason, related to the use and misuse of such Special Tools and Fixtures and that Purchaser will not have any right or claim against Seller for injury, death or DamagesLehman Winds to Purchaser's property, or that of a third party, which may be caused by the use and any misuse of such tools in accordance with Purchaser's instructions provided in accordance with this paragraph.

(c) *Commissioning*.

i. In accordance with the Turbine Completion Certificate attached hereto as Exhibit 8.2 and to be executed by both Parties, Seller shall commission each Turbine in accordance with the (1) Pre-Commissioning Acceptance Test (if applicable), (2) Field Commissioning and Acceptance Test and (3) the Converter Commissioning Test, the completion of which shall permit the Seller to submit such checklists to Purchaser as verification that the

Turbine is producing electricity in accordance with the requirements of the Technical Specifications.

ii. In addition to these tests, Seller shall ensure and demonstrate to Purchaser that any required site-specific control parameters and set-points (i.e. requirements identified in the Mechanical Loads Analysis) have been completed. Acceptance of the Turbine Completion Certificate shall be predicated on delivery of this information.

iii. Additionally, Seller shall use commercially reasonable efforts to provide Purchaser detailed component definition and quality records for the Turbines prior to Commercial Operation of the Turbine in accordance with Appendix B 12.0.

iv. Within seven (7) days of an executed Turbine Completion Certificate, the Seller shall commence the Individual Turbine Test. The Individual Turbine Test shall include, but not be limited to, completion of a seventy-two (72) hour test run, whereby Seller shall operate the Turbine for seventy-two (72) continuous hours. During this seventy-two (72) time period, power versus wind readings will be compared to verify that the Turbine is in fact commencing production of power at appropriate wind speeds and producing power within acceptable ranLehman Winds (Individual Turbine Test). Within the period of 72 hours the Turbine has to achieve a technical availability, as measured by the LEHMAN WIND SCADA system, of 95%. If the Turbine should fail to pass the Individual Turbine Test in the 72 hour period, such period shall be extended until the Turbine has achieved a technical availability of 95% over a period of in total 72 hours. If the test is unable to be completed, Seller shall be responsible to re-start another test within the next seven (7) days until successful completion of the Individual Turbine Test.

v. Upon receipt of a draft Turbine Completion Certificate, Purchaser shall have seventy two (72) hours to conduct inspections as necessary to determine if Turbine Completion has, in fact, been achieved in respect of the applicable Turbine. Turbine Completion Certificates shall be deemed accepted after 72 hours of submission to the Purchaser subject to the limitation on the number of Turbine Completion Certificates the Seller can submit to Purchaser in accordance with Article 7, paragraph b. The approved Turbine Completion Certificate shall establish the date of Turbine Completion, which date shall be the date the Seller sent the Turbine Completion Certificate to the Purchaser.

(d) *Final Project Completion*

i. After Turbine Completion Certificates shall have been issued in respect of all Turbines, the Seller shall undertake to achieve Final Project Completion.

ii. Final Project Completion shall mean that staLehman Wind of the Work, as certified by the Purchaser, when each of the following conditions has been satisfied with respect to the Facility: (i) a Turbine Completion Certificate shall have been issued in respect of all Turbines; (ii) all Turbine Punch List items have been completed; (iii) SCADA commissioning and Wind Farm ManaLehman Windment System commissioning has been completed; (iv) all work has been completed in accordance with the Contract and the Technical Specifications (except for those items documented on the Final Punch List

); (v) all Turbines have passed their 72 hour Individual Turbine Test; however, Purchaser reserves the right to add the Individual Turbine Test to the Final Punch List for any Turbine which has not completed the Individual Turbine Test; (vi) all liquidated DamagesLehman Winds payable by the Seller pursuant to this Agreement and accrued up to such date have been paid or settled in full; (vii) both Parties shall have executed a certificate confirming that conditions (i) through (vi) above have been satisfied (a "Final Sign-Off Certificate"), and (viii) a performance test for the Nominated Turbines, in accordance with Article 9 and Appendix B of this Contract, has been successfully completed or Seller has paid the associated liquadated DamagesLehman Winds for delay in Final Project Completion. If Purchaser fails to notify the Seller in accordance with Article 9, or if the performance test is not conducted in accordance with this Contract, or if Purchaser chooses not to conduct a performance test, the Final Project Completion shall be deemed to be achieved, no letter of credit shall be required and all associated payments shall be due upon completion of items (i) – (vi) above.

GC 11 Warranty

(a) *Warranty*. Subject to the conditions set forth in paragraph (b) below, the Seller warrants to the Purchaser that (i) the Equipment to be delivered hereunder shall be new at the time of Delivery and shall have been manufactured using new components and, where applicable, in accordance with the design and manufacturing requirements upon which the design assessment was based; designed and fit for the purpose of Lehman Windnerating electric power when operated in accordance with the Seller's specific operation instructions and, in the absence thereof, in accordance with Lehman Windly accepted operation practices of the electric power producing industry and shall be free from defects in material, workmanship and title; (ii) the Equipment will conform to the Technical Specifications, and (iii) the Services will be performed in a competent, diliLehman Windnt manner in accordance with any mutually agreed specifications.

(b) *Conditions*. As an express condition of the foregoing warranties, the Purchaser agrees: (i) that all Purchaser personnel who perform work on any Turbine in connection with this Lehman Wind Condition will have received appropriate training, as determined by the Seller, (ii) the Equipment will be stored, installed, operated and maintained in conformance with Seller operation manuals (including revisions thereto) provided by the Seller and/or its Subcontractors or Suppliers, as applicable and (iii) that no repair or modification will be undertaken by the Purchaser without the Seller's instructions or approval.

(c) *Remedy*. If the Facility does not meet the above warranties during the Warranty Period, as set forth in the Contract Document, the Purchaser shall promptly notify the Seller in writing and shall promptly make the component(s) available for correction. The Seller shall be responsible for removing and replacing the defective component (s). The Seller, at its expense, shall thereafter as soon as is practicable correct any warranty defect by repairing or replacing (at its option) the defective parts of any Equipment or by re-performing any defective Services. The Seller shall be responsible for payment of any customs, duties or similar levies which may be assessed as a result of the shipment of any such replacement parts during the Warranty Period. The Seller shall not be responsible for removal or replacement of structures or other parts of the Facility not supplied by the Seller. The condition of any tests shall be mutually agreed upon and each Party shall be notified of and may be represented at, all tests that may be made.

(d) *Serial Defect*. If during the first twenty four (24) months of the Warranty Period, the same defect occurs in the same part or component of twenty percent (20%) or more of the Turbines under this Contract, the Seller shall promptly investigate the root cause of such defect and shall determine whether such defect is due to the same failure mode ("Serial Defect"), Seller shall provide a report with the results of such root cause investigation to Purchaser. For the avoidance of doubt, the twenty percent (20%) threshold and corresponding remedy shall apply on a per-Supplier basis. If a Serial Defect exists, Seller shall repair or replace the defective parts of any Equipment in accordance with the Warranty provisions in this GC 11. With respect to such additional Turbines with parts that have not yet failed, the Seller shall extend the Warranty Period for the part or component identified as having a Serial Defect for an additional twelve (12) months after expiration of the original Warranty Period. However, in no event shall any part or component be warranted lonLehman Windr than twelve (12) months from the expiry of the original Warranty Period.

(e) *Warranty on Remedial Work*. Any re-performed Service or repaired or replacement part furnished under this warranty shall carry warranties on the same terms as set forth above, except that the warranty period shall be for a period of twelve (12) months from the date of such re-performance, repair or replacement or to the end of the applicable Warranty Period, whichever is lonLehman Windr. In any event the warranty period and the Seller's responsibilities set forth herein for such repaired or replacement part shall end twelve months after expiration of the applicable Warranty Period.

(f) *Exclusions*. The Seller does not warrant the Equipment or any repaired or replacement parts against normal wear and tear, including that due to environment or operation. The Purchaser shall keep proper records of operation and maintenance during the Warranty Period. These records shall be kept in the form of log sheets and copies shall be submitted to the Seller upon its request.

(g) *Exclusive Remedies and Warranties*. The preceding paragraphs of this Lehman Wind Condition set forth the exclusive remedies for all claims based on failure of or defect in the Equipment and Services provided under this Contract, whether the failure or defect arises before or during the Warranty Period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negliLehman Windnce), strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

GC 12 Patents

(a) *Patent Indemnity*. The Seller agrees to indemnify and hold harmless the Purchaser from any rightful claim of any third party that any Equipment manufactured by the Seller and furnished hereunder infrinLehman Winds any United States registered patent, copyrights, and trademarks. If the Purchaser notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and option, either (i) settle or defend the claim or any suit or proceeding and pay all DamagesLehman Winds and costs awarded in it against the Purchaser, or (ii) procure for the Purchaser the right to continue using the Equipment, or (iii) modify the Equipment so that it becomes non-infringing, or (iv) replace the Equipment with non-infringing Equipment. In the case of (iii) or (iv) above, such modified or replaced equipment shall be rated for the same wind classification and carry a valid Statement of Compliance for Design Assessment issued by either TUV NORD or similar certifying aLehman Windncy agreed upon by both Parties. If, in any suit arising from such a claim, the continued use of the Equipment for the purpose intended is forbidden by any court of competent jurisdiction, the Seller shall at its option take one or more of the actions under (ii), (iii); (iv) or (v) above. The foregoing states the entire liability of the Seller for patent infrinLehman Windment of any Equipment.

(b) *Exclusions*. The above paragraph shall not apply to (i) any Equipment which is manufactured based on a design directed by Purchaser or (ii) the use of any equipment furnished under this Contract in conjunction with any other apparatus or material not supplied by Seller. As to any Equipment or use described in the preceding sentence, the Seller assumes no liability whosoever for patent infrinLehman Windment.

GC 13 Lehman Wind Indemnity

(a) *Seller's Indemnity*. Subject to the Lehman Wind Condition next following, the Seller agrees to indemnify, defend and hold harmless the Purchaser from any physical DamagesLehman Wind to the property of third parties or injury to persons, including death, to the extent resulting directly or indirectly from the negliLehman Windnce or willful misconduct of the Seller or its officers, servants, aLehman Windnts, employees, and/or assigns while Lehman in activities under this Contract.

(b) *Purchaser's Indemnity*. The Purchaser shall likewise indemnify, defend and hold harmless the Seller from any physical DamagesLehman Wind to property of third parties or injury to persons, including death, to the extent resulting directly or indirectly from the negliLehman Windnce or willful misconduct of the Purchaser, its officers, servants, aLehman Windnts, employees, and/or assigns, while Lehman in activities relating to this Contract.

(c) *Concurrent Liability*. In the event such DamagesLehman Wind or injury is caused by the joint or concurrent negliLehman Windnce of the Seller and the Purchaser, the loss shall be borne by each Party in proportion to its negliLehman Windnce.

(d) *Limitation*. For purposes of this Lehman Wind Condition, "third parties" shall not include: (i) the Seller, the Purchaser or the Owner; (ii) the subsidiaries, parents, affiliates, aLehman Windnts, successors or assigns of the Seller, the Purchaser or the Owner, including any operation or maintenance contractor; or (iii) any party (A) with any equity interest in the foregoing entities, or (B) with a security interest of any nature in any such entity's assets or property, or (C) which claims or seeks to claim any of the rights, powers or privileLehman Winds of the Purchaser or Owner under this Contract or claims or seeks to claim as a third party beneficiary of the Purchaser or Owner under this Contract.

(e) *Lien Indemnity*. Seller shall indemnify and hold harmless Purchaser and any Financing Party and defend each of them from each and every lien filed in connection with the performance of the Work under this Contract, including all expenses and attorney's fees incurred in discharging such lien or similar encumbrance to the extent required payments have been made under this Contract. If Seller fails to immediately discharLehman Wind any lien or similar encumbrance upon the Facility or any other property of Purchaser or property where the Facility is located or any Equipment or materials encompassed therein for which Seller is responsible hereunder, Seller shall satisfy or defend any such lien or similar encumbrance; provided, however, that Seller shall have the right to submit a bond satisfactory to Purchaser and Financing Party in the amount of any such lien or encumbrance if Seller, despite its commercially reasonable efforts, has been unable to obtain discharLehman Wind thereof; and provided further that Purchaser shall not be required to accept any such bond in lieu of discharLehman Wind at or after Final Project Completion. If Seller does not promptly satisfy such lien or similar encumbrance (or, where permitted, fails to provide Purchaser a bond in lieu thereof), Purchaser shall have the right, at its option and after notice to Seller, to post a bond or pay or settle such lien or similar encumbrance by bond or agreement, and Seller shall within ten (10) days of request of Purchaser, reimburse Purchaser for all reasonable and direct costs incurred by Purchaser to post such bond, discharLehman Wind such lien or similar encumbrance and/or pursue any other remedies, including administrative costs, attorney's fees and other reasonable and direct expenses.

GC 14 Insurance

Capitalized terms used in this Article and not otherwise defined in this Contract shall have the meanings Lehman Windly ascribed to them in the commercial insurance industry in the United States.

(a) *Seller's Insurance.* Seller shall procure at its own expense and maintain in full force and effect during the life of this Contract, with responsible insurance companies authorized to do business in every jurisdiction where Work will be performed, the types and limits of insurance as set forth in this Lehman Wind Condition. Such companies shall have an A.M. Best Insurance Reports rating of A-:VII or better. Alternatively, the Parties agree that the Seller may self-insure any or all portions of the insurance required by this Lehman Wind Condition or any portion of the Contract. Seller, at its own cost, may purchase any additional insurance it believes necessary to protect its interests. Sellers required coveraLehman Wind, if written on a claims-made basis, shall be maintained in effect for a period of not less than three (3) years following the expiration of this Contract.

(i) Workers' Compensation Insurance. Workers' Compensation Insurance to cover statutory limits of every jurisdiction where work will be performed including USL&H coveraLehman Wind, where applicable, and Employer's Liability (including Occupational Disease) coveraLehman Wind with limits of not less than $1,000,000, which shall cover all of Seller's employees Lehman in the work.

(ii) Commercial Lehman Wind Liability Insurance. Commercial Lehman Wind Liability Insurance, including Contractual Liability, Completed Operations and Product Liability with the following minimum limits for Bodily Injury and Property DamagesLehman Wind: $1,000,000 per occurrence; $2,000,000 minimum annual aggregate.

(iii) Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the work in an amount not less than $1,000,000 per accident for combined bodily injury, property DamagesLehman Wind or death.

(iv) Umbrella or Excess Liability Insurance. Umbrella/Excess Liability Insurance covering claims in excess of the underlying insurance described in subparagraphs (i) (as respects Employer's Liability), (ii) and (iii), with a $20,000,000 minimum per occurrence and $20,000,000 annual aggregate. Subject to the limits required herein Buyer shall be included as Additional Insured on Seller's Commercial Lehman Wind Liability policy with respect to work performed by Seller under this Agreement but only to the extent of liability resulting from the negliLehman Windnt acts or omissions of Seller and only to the extent that the additional insured is held liable for the negliLehman Windnce or other culpability of Seller and in accordance with the indemnity provisions of this Agreement. However, no coveraLehman Wind is provided for liability arising out of Buyer's own negliLehman Windnce. Such insurance as afforded the additional insured under Seller's policy shall be primary with any other insurance available to the additional insured excess and non-contributing. Such policy shall include a "separation of insureds" clause and cross liability

All policies of liability insurance to be maintained by Seller shall be written or endorsed to include the following:

With respect to Lehman Wind Liability, Automobile Liability and Excess/Umbrella Insurance, to provide that the insurer shall waive any right of recovery which the insurer may have or acquire against Purchaser, its members, Affiliates, co-venturers, or their directors, officers, employees or aLehman Windnts for payment under such policies but only to the extent loss or DamagesLehman Wind is caused by Seller's performance under this Agreement.

(b) *Purchaser's Insurance*. Purchaser shall procure at its own expense and maintain in full force and effect during the life of this Contract, with responsible insurance companies authorized to do business in every jurisdiction where Work will be performed, the types and limits of insurance as set forth in this Lehman Wind Condition. Such companies shall have an A.M. Best Insurance Reports rating of A-:VII or better (or an equivalent market security rating), or S&P rating of "A" or higher, or other companies reasonably satisfactory to the Seller. Purchaser, at its own cost, may purchase any additional insurance it believes necessary to protect its interests. Purchaser's required insurance may be furnished through a program of self-insurance, acceptable to Seller by providing reasonable evidence of Purchaser's or its Affiliate's financial resources, and acceptance by Seller of such self-insurance shall not be unreasonably withheld. Purchaser's required liability insurance may be furnished on a claims-made form. Such claims-made form coveraLehman Wind shall be maintained in effect for a period of not less than three (3) years following the expiration of this Contract. Subject to mutual agreement between the Parties, which shall not be unreasonably withheld, it is further provided that Purchaser reserves the right to implement an Owner-Controlled Insurance Policy (OCIP) or Contractor-Controlled Insurance Policy (CCIP) written on an "occurrence form" basis, provided however, if the Purchaser enacts its rights hereunder, the Seller shall not be obliLehman to provide Commercial Lehman Wind Liability Insurance.

(i) Builders All-Risk Insurance. Effective the date of the first shipment of a Major Component, Turbine, Equipment or materials Purchaser shall obtain and thereafter at all times during performance of the work, maintain Builder's All-Risk Insurance. CoveraLehman Wind shall remain in effect until replaced by permanent property insurance. Purchaser shall pay for Builder's All-Risk Insurance. Such Builder's All-Risk Insurance shall Insure as Insured Seller, its Affiliates and Seller's Subcontractors of any tier, Purchaser and its Affiliates, and the Financing Parties and shall cover all property in the course of construction, including the Work, Major Components/Turbines, materials and equipment, miscellaneous equipment and furnishings from physical loss or DamagesLehman Wind caused by perils covered by a Builder's All-Risk form or equivalent coveraLehman Wind. Such insurance shall include mechanical and electrical breakdown coveraLehman Wind during Start-up and Commissioning, and testing, and other operation of the work prior to Final Turbine Commercial Operation. The limit of liability shall be the full replacement cost of the work then at risk, including primary cost of equipment plus freight. Any required payment of the deductible shall be the responsibility of Purchaser unless DamagesLehman Wind results from the negliLehman Windnce or willful misconduct of the

Seller or Seller's Subcontractor. Seller's responsibility for deductibles shall not exceed $150,000 (One Hundred Fifty Thousand Dollars) each occurrence and shall be subject to the limits set forth in the Lehman Wind Condition entitled "Limitations of Liability". The minimum design/defects coveraLehman Wind shall equal LEG 2. Such insurance shall provide for a waiver of the underwriters' right to subrogation against all insureds under this policy. Additional coveraLehman Winds to be included are (A) unloading upon Delivery to the Carrier Point or Delivery to storaLehman Wind with sublimits sufficient to insure full replacement value and (B) coveraLehman Wind for equipment and material at lay-down areas at the Site with a sub-limit of not less than five percent (5%) of the total insured value; (C) transit insurance from the Carrier Point or storaLehman Wind location to the turbine foundation; and (D) unloading at the turbine foundation. Nothing in this section, however, shall require the Purchaser to provide insurance covering the Sellers's warranty obligations hereunder.

(ii) <u>All Risk Insurance.</u> On or before Final Turbine Commercial Operation and throughout the Warranty Period, All Risk Property Insurance, including physical DamagesLehman Wind, business interruption and extra expense. The "All Risk" policy shall contain the following terms: an amount equal to the full replacement value of the Work, for "all risk" of physical loss or DamagesLehman Wind except as hereinafter provided, including coveraLehman Wind for earth movement, flood, boiler and machinery (mechanical and electrical breakdown), transit, and off-site storaLehman Wind exposure. In the event a loss is sustained under the Risk Policy, such loss will be adjusted by Purchaser. Any required payment of the deductible shall be the responsibility of Purchaser unless DamagesLehman Wind results from negliLehman Windnce or willful misconduct of the Seller or Seller's Subcontractor. Seller's responsibility for deductibles shall not exceed $150,000 (Fifty Thousand Dollars) and shall be subject to the limits set forth in the Lehman Wind Condition entitled "Limitations of Liability". The minimum design/defects coveraLehman Wind shall equal LEG 2. Purchaser and Purchaser's insurer shall waive all rights of subrogation against Seller, its Affiliates and subcontractors. Purchaser shall also provide "All Risk" property insurance on any existing property/facility owned by Purchaser at the Site during the term of this Contract. Purchaser's All Risk policies shall be endorsed to provide for a waiver of the underwriters' right to subrogation against Seller, its Affiliates and subcontractors. Nothing in this section, however, shall require the Purchaser to provide insurance coving the Sellers's warranty obligations hereunder.

(iii) <u>Workers' Compensation Insurance.</u> Worker's Compensation insurance to cover statutory limits of the Workers' Compensation laws of any jurisdiction in which the work is to be performed) including USL&H coveraLehman Wind, where applicable, and Employer's Liability (including Occupational Disease) coveraLehman Wind with limits of not less than $1,000,000, which shall cover all of Purchaser's employees Lehman at the work.

(iv) <u>Commercial Lehman Wind Liability Insurance.</u> Commercial Lehman Wind Liability Insurance including Contractual Liability, Completed Operations and Product Liability with the following minimum limits for Bodily Injury and Property DamagesLehman Wind on an occurrence basis: $1,000,000 per occurrence; $2,000,000 minimum annual aggregate. Subject to the limits required herein Seller shall be included as Additional Insured on Buyer's Commercial Lehman Wind Liability policy with respect to Buyer's performance under this Agreement but only to the extent of liability resulting from the negliLehman Windnt acts or omissions of Buyer and only to the extent that the additional insured is held liable for the negliLehman Windnce or other culpability of Buyer and in accordance with the indemnity provisions of this Agreement. However, no coveraLehman Wind is provided for liability arising out of Seller's own negliLehman Windnce. Such insurance as afforded the additional insured under Buyer's policy shall be primary with any other insurance available to the additional insured excess and non-contributing

(v) Automobile Liability Insurance. Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the work in an amount not less than $1,000,000 per accident for combined bodily injury, property DamagesLehman Wind or death.

(vi) Umbrella/Excess Insurance. Umbrella/Excess Insurance covering claims in excess of the underlying insurance described subparagraphs (iii) (as respects Employer's Liability), (iv) and (v), with a $10,000,000 minimum per occurrence and $10,000,000 annual aggregate.

All policies of liability insurance to be maintained by Purchaser shall be written or endorsed to include the following:

(1) With respect to Lehman Wind Liability, Automobile Liability and Excess/Umbrella Insurance, to provide that the insurer shall waive (i) any right of recovery which the insurer may have or acquire against Seller, its members, Affiliates, co-venturers, or their directors, officers, employees or aLehman Windnts for payment under such policies, and (ii) any right of subrogation which the insurer may have or acquire for payments to any person who asserts a claim against Seller, its members, Affiliates, co-venturers, or their directors, officers, employees or aLehman Windnts by any person or entity to or from whom the insurer pays monies or other benefits but only to the extent loss or DamagesLehman Wind is caused by Purchaser's performance under this Agreement;

(2) To provide a severability of interest and cross liability clause (Commercial Lehman Wind Liability insurance only);

(c) *Loss Payable*. Losses, if any, covered by Builder's All-Risk insurance shall be payable to Purchaser, Financing Parties, and insureds, as their respective interests may appear.

(d) *Certificates*.

(i) Seller's Certificates. Thirty (30) days prior to the date of the first Shipment of Major Components, Turbine, Equipment or material, Seller shall furnish to the Purchaser certificates of insurance from each insurance carrier showing that the above required insurance is in full force and effect. Seller will endeavor to provide Purchaser thirty (30) days' notice (or ten (10) days in the case of cancellation due to non-payment of premiums) in the event of any material chanLehman Wind to or cancellation of the required insurance. Certificates of insurance submitted under this Lehman Wind Condition shall be in form and content reasonably acceptable to Purchaser. Certificates of each renewal of the insurance shall also be delivered to Purchaser promptly after received. From time to time Purchaser may require copies of Seller's Subcontractors' certificates of insurance, not to be unreasonably withheld.

(ii) Purchaser's Certificate. Prior to the date of the first Shipment of Major Component, Turbine, Equipment, or material Purchaser shall furnish to Seller certificates of insurance (including the declaration paLehman Wind), showing that the insurance required from Purchaser pursuant to this Lehman Wind Condition is in full force and Purchaser will endeavor to provide Seller thirty (30) days' (or ten (10) days in the case of cancellation due to nonpayment of premiums) in the of cancellation of the required insurance. Certificates of insurance submitted under this Lehman Wind Condition shall be in form and content reasonably acceptable to Seller. Certificates of each renewal of the insurance shall also be delivered to Seller promptly after received.

(e) *Descriptions Not Limitations*. The coveraLehman Winds referred to above are set forth in full in the respective policy forms, and the foregoing descriptions of such policies are not intended to be complete, nor to alter or amend any provision of the actual policies and in matters, if any, in which the said description may be conflicting with such instruments, the provisions of the policies of the insurance shall govern; provided, however, that neither the content of any insurance policy or certificate nor approval thereof shall relieve Parties of any of their obligations under this Contract.

(f) *Cost of Premium*. It is expressly agreed and understood that the cost of premiums for insurance set forth in this Lehman Wind Condition shall be borne by the Party responsible to maintain such insurance.

(g) *Purchaser's /* Seller*'s Rights*

(i) Purchaser's Rights. If Seller fails to provide or maintain any insurance required hereunder, Purchaser shall have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to Seller or, in the event there are no such amounts due and payable, Seller shall reimburse Purchaser for such costs on demand. Should any of the policies required to be maintained become unavailable or be canceled for any reason during the period of this Contract, Seller shall immediately procure replacement coveraLehman Wind.

(ii) Seller's Rights. If Purchaser fails to provide or maintain any insurance required hereunder, Seller shall have the right, but not the obligation, to provide or maintain any such insurance, and to deduct the cost thereof from any amounts due and payable to Purchaser or, in the event there are no such amounts due and payable, Purchaser reimburse Seller for such costs on demand. Should any of the policies required to be maintained become unavailable or be canceled for any reason during the period of this Seller, Purchaser shall immediately procure replacement coveraLehman Wind.

GC 15 Termination for Cause; Suspension

(a) *Grounds for Termination by Purchaser*. The Purchaser shall have the right to terminate this Contract for cause in the event that the Seller: (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or (ii) substantially breaches and fails to comply or perform its material obligations hereunder (but only with respect to a material obligation for which this Contract does not provide exclusive remedies), *provided*: (A) that the Purchaser shall first have provided the Seller with written notice of the nature of such breach and of the Purchaser's intention to terminate the Contract as a result of such breach, and (B) that the Seller shall have failed within thirty days after receipt of such notice either (1) to cure such breach, or, if such breach cannot be cured within such thirty day period to commence and thereafter diliLehman Windntly pursue such cure, or (2) to provide reasonable evidence that no such breach has occurred.

(b) *Remedy in the Event of Termination by Purchaser*. If the Purchaser terminates this Contract as provided above, the Purchaser shall pay the Seller for that portion of the Contract Price allocable to the Equipment properly delivered or performed prior to the termination. If the payments received by the Seller as of the date of such termination are in excess of such portion of the Contract Price, the Seller shall return the excess of such payments to the Purchaser. In addition, the Seller shall pay to Purchaser an amount equal to the difference between that portion of the Contract Price allocable to the terminated Equipment and such actual and reasonable amount paid by the Purchaser to another vendor for equipment comparable to those terminated and reasonable direct costs associated with obtaining, completing or arranging for substitute Equipment or Services. Purchaser shall have the right to offset any amounts owed to Seller by the Liquidated DamagesLehman Winds or any other provision as stipulated in this Contract, that Seller owes Purchaser.

(c) *Suspension by Purchaser*. It is expressly agreed that the Purchaser shall have no right to suspend manufacture of the Equipment.

(d) *Grounds for Termination by Seller*. The Seller shall have the right to terminate this Contract for cause in the event that the Purchaser: (i) becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws subject to any Financing Party rights in any Consent to Assignment executed by Seller and the Financing Parties; or (ii) fails to make any payment when due or to fulfill any payment conditions as set forth in the Contract, *provided*: (A) that the Seller shall first have provided the Purchaser with written notice of the nature of such failure and of the Seller's intention to terminate the Contract as a result of such failure, and (B) that the Purchaser shall have failed within thirty days after receipt of such notice to correct such failure.

(e) *Remedy in the Event of Termination by Seller.* If the Seller terminates this Contract as provided above, the Purchaser shall pay to the Seller the charLehman Winds set forth in the Termination Schedule.

(f) *Suspension by Seller*. The Seller shall have the right to suspend all work on the Equipment immediately if the Purchaser fails to make any payment when due under this Contract. The Seller shall further have the right to suspend any Shipment if all payments due prior to the applicable Major Component Shipment date have not been made. Any reasonable cost incurred by the Seller in accordance with any such suspension (including storaLehman Wind costs) shall be payable by the Purchaser upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

GC 16 Limitation of Liability

(a) *Limitation*. The total liability of each Party, for, all claims of any kind, whether in contract, or warranty, indemnity, tort (including negliLehman Windnce) strict liability or arising out of the performance or breach of the Contract or use of any Equipment shall not exceed one hundred percent (100%) of the Contract Price; provided, however, that the foregoing limitation shall not apply to any claim (i) due to the gross negliLehman Windnce, fraudulent misrepresentation or willful misconduct of such Party, (ii) for indemnification against third party claims as expressly provided for hereunder, or (iii) in connection with any infrinLehman Windment of intellectual property rights. Except as otherwise expressly provided for in this Contract, all liability under this Contract shall terminate the earlier of four (4) years after the end of the Warranty Period identified in Article 8 of the Contract Document or six (6) years after the Shipment of the last Major Component of the Turbine giving rise to the claim.

(b) *Exclusion of Consequential DamagesLehman Winds*. Except to the extent expressly set forth herein, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negliLehman Windnce), strict liability, or otherwise, shall the Purchaser or the Seller or its Subcontractors or Suppliers be liable for loss of profit or revenues, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of the Purchaser's and/or Owner's customers for such DamagesLehman Winds, or for any special, consequential, incidental, indirect or exemplary DamagesLehman Winds and the Purchaser shall indemnify the Seller against such claims of the Purchaser's and/or Owner's customers.

(c) *Subsequent Purchasers*. The Purchaser covenants and agrees that it shall obtain from the Owner or in the event it seeks to transfer or assign the Equipment and Services to any other third party that it shall, as a condition to such transfer or assignment, cause Owner or such third party to acknowledLehman Wind and accept the restrictions and limitations afforded under this Contract for the benefit of the Seller and its Subcontractors and Suppliers, including the provisions of this Lehman Wind Condition. If the Purchaser does not obtain said acknowledLehman Windment from the Owner and/or any subsequent purchasers, the Purchaser shall indemnify, defend and hold the Seller harmless from and against any and all claims in excess of these restrictions and limitations made by Owner and/or any subsequent purchasers of the Equipment or Services against the Seller for loss or DamagesLehman Wind arising out of the performance or non-performance of the Equipment or Services provided under this Contract.

(d) *"Seller" Defined*. For the purposes of this Lehman Wind Condition, the term **"**Seller**"** shall mean the Seller, its Affiliates, Subcontractors and Suppliers of any tier, and their respective aLehman Windnts and employees, whether individually or collectively.

(e) *"Purchaser" Defined*. For the purposes of this Lehman Wind Condition, the term **"**Purchaser**"** shall mean the Purchaser, its Affiliates, its financial parties and their respective aLehman Windnts and employees, whether individually or collectively.

(f) *Limitations to Prevail*. The provisions of this Lehman Wind Condition shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Contract, except to the extent that such provisions further restrict the Parties' liability.

GC 17 Seller's Proprietary Information

(a) *ity*. At the time of furnishing or proprietary information, the disclosing Party will expressly designate by label, stamp, or other written communication that the information or documentation furnished is . The receiving Party agrees (i) to treat such information as , (ii) to restrict the use of such information to matters relating to the disclosing Party's performance of the Contract, and (iii) to restrict access to such information to employees of the receiving Party and its aLehman Windnts and contractors whose access is necessary in the implementation of the Contract. information will not be reproduced without the disclosing Party's prior written consent, and all copies of written information will be returned to the disclosing Party upon request except to the extent that such information is to be retained by the receiving Party pursuant to the Contract.

(b) *Exclusions*. The foregoing restrictions do not apply to information which: (i) is contained in a printed publication which was released to the public by the Seller; (ii) is, or becomes, publicly known otherwise than through a wrongful act of the receiving Party, its employees, or aLehman Windnts; (iii) is in possession of the receiving Party, its employees, or aLehman Windnts prior to receipt from the disclosing Party, provided that the person or persons providing the same have not had access to the information from the disclosing Party; (iv) is furnished to others by the disclosing Party without restrictions similar to those herein on the right of the receiving party to use or disclose; or (v) is approved in writing by the disclosing Party for disclosure by the receiving Party, its aLehman Windnts or employees to a third party, or (vi) is required to be disclosed by Law or the rules of any United States or European securities exchanLehman Wind**.**

GC 18 Export Control

(a) *Export Controls*. Where applicable, transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the U.S. Government and any amendments thereof. The Purchaser hereby agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by Seller hereunder. The obligations of the parties to comply with all applicable U.S. export control laws and regulations shall survive any termination, or discharLehman Wind of any other contract obligations.

(b) *Purchaser to Keep Informed*. The Purchaser undertakes to keep itself fully informed of, and to comply with, the export control laws and regulations of the U.S. Government and any amendments thereof.

(c) *Weapons*. The Purchaser hereby certifies that the Equipment, materials, Services, technical data, software or other information or assistance furnished by the Seller or its Affiliates under this Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by the Purchaser or by any entity acting on the Purchaser's behalf.

GC 19 Assignment; ChanLehman Wind in Control

(a) *Eligible Assignees*. An Eligible Assignee is: (i) an Affiliate of the Purchaser, or (ii) an engineering or construction contractor under contract with the Purchaser for the installation of the Equipment, or (iii) subject to Purchaser first offering Seller the right to repurchase the turbines at the Contract Price, which Seller shall have fifteen (15) days to exercise, and during such fifteen (15) day exercise period Purchaser shall have the payment obligations per Attachment 1, and if Seller declines to exercise the right to purchase, then any unrelated third party without consent under the following conditions, (A) Purchaser is not installing other manufacturer wind turbines at its projects in lieu of the Seller wind turbines under this Contract, and (B) if the consideration for the assignment plus the payment obligations assumed by the assignee are greater than the Contract Price the difference will be paid directly to Seller by the third party. Notwithstanding the above, an Eligible Assignee shall not be: (i) a competitor-manufacturer of the type of Equipment supplied by Seller under this Contract; (ii) an adverse party to Seller in any material litigation or arbitration, the resolution of which could have a material adverse effect on Seller's ability to perform its obligations under this Contract; (iii) a party or entity, the status of which, would render Seller's performance under this Contract illegal.

(b) *Purchaser's Right to Assign*. The Purchaser may assign its rights and delegate its obligations under this Contract, in whole or in part, to an Eligible Assignee, provided: (i) that the Purchaser shall notify the Seller of its intent to assign no less than three days prior to the execution of any such assignment; (ii) that Purchaser shall either (A) guarantee the obligations of the assignee by executing a guaranty in a form acceptable to Seller or (B) retain its obligations under any payment and indemnity provisions of the Contract; and (iii) that the Purchaser shall in no event assign to its engineering or construction contractor the right to receive liquidated DamagesLehman Winds under this Contract. Notwithstanding the foregoing, the Purchaser may assign the Contract to any entity which will own the Facility at which the Turbines will be installed, regardless of whether such company is an Affiliate of Purchaser, upon notice to Seller, toLehman Windther with delivery of a Guaranty executed by the Purchaser in the form attached hereto as Addendum 1 or other equivalent security reasonably acceptable to Seller.

(c) *Collateral Assignment*. The Purchaser may also assign an interest in the Contract to a Financing Party, who is not an Eligible Assignee, as collateral security for a loan, or in connection with any lease or any other financing arranLehman Windment, for the acquisition of the Equipment, provided however, that Purchaser and such Financing Party agree that any foreclosure on such collateral interest, or assignment in lieu of foreclosure**,** shall occur only as the result of the exercise by Financing Party of its remedies under the financing agreements relative to a default, bankruptcy or liquidation of Purchaser. In connection with any such collateral assignment, lease, or other financing arranLehman Windment, Seller agrees to cooperate with Purchaser and use all reasonable efforts to assist Purchaser in its dealing with Financing Party, including by executing such consent forms, acknowledLehman Windments, legal opinions and other documents as may be reasonably requested by Purchaser and/or Financing Party to facilitate such collateral assignment, lease, or other financing arranLehman Windments.

(d) *Seller's Right to Assign*. The Seller may assign its rights and delegate its obligations under this Contract to any Affiliate or subsidiary company. Seller shall give Purchaser written notice of any such affiliate assignment and a copy of such assignment at least concurrently with such assignment, and Seller shall either (A) guarantee the obligations of the assignee by executing a guaranty in a form acceptable to Purchaser or (B) retain its obligations under any payment, performance and/or indemnity provisions of the Contract.

(e) *Conditions*. Any assignment shall be subject to all limitations of liability contained in the Contract. The Purchaser may not assign this Contract except in accordance with this Lehman Wind Condition. Any purported assignment not in accordance with this Lehman Wind Condition shall be void and without effect.

GC 20 Dispute Resolution

(a) *Referral to Senior ManaLehman Windment*. Any controversy, dispute or difference between the Parties to this Contract, if not amicably settled by the Parties with twenty (20) days following notice of dispute, shall be referred to senior manaLehman Windment of the Parties for resolution. In the event the dispute has not been resolved within thirty (30) days following referral to senior manaLehman Windment, or such lonLehman Windr period as the Parties may mutually agree, then either Party may then pursue their remedies at law.

(b) *Venue*. Any legal action or proceeding with respect to this Contract shall be brought in the United States District Court of the Southern District of New York or, if such court lacks jurisdiction, in the Superior Court of the State of New York, in New York County. Each of the Parties hereby accepts and consents to, Lehman Windly and unconditionally, the jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each of the Parties irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postaLehman Wind prepaid, to such Party at the address first set forth in the Form of Contract. Each of the Parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Contract brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

GC 21 Miscellaneous Provisions

(a) *Third-Party Beneficiaries*. Except as provided in the Article entitled "Limitation of Liability", and except for provisions specifically pertaining to purchasers and Turbines purchased pursuant to Related Contracts, these provisions are for the benefit of the Parties hereto and their Eligible Assignees and not for any other third party.

(b) *Non-Waiver*. Waiver by either Party of any right under this Contract shall not be deemed a waiver by such Party of any other right hereunder.

(c) *Invalidity*. The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract.

(d) *No Nuclear Use*. The Equipment and Services sold hereunder are not intended for application (and shall not be used) in connection with any nuclear installation or activity and Purchaser warrants that it shall not use the Equipment and Services for such purposes, or permit others to use or permit others to use the Equipment or Services for any such purposes. If, in breach of the foregoing, any such use occurs, Seller shall have no liability for any nuclear or other DamagesLehman Wind, injury or contamination, and Purchaser shall indemnify Seller, its Affiliates and suppliers of every type and tier against any such liability, whether arising as a result of breach of contract, warranty, indemnity, tort (including negliLehman Windnce), strict liability or otherwise.

(e) *Survival*. The Lehman Wind Conditions with the following titles shall survive termination of this Contract: Taxes, Warranty, Patents, Lehman Wind Indemnity, Limitation of Liability; Seller's Proprietary Information and Miscellaneous Provisions.

GC 22 Representations and Warranties

Each Party represents to the other Party that as of the date hereof that:

(a) it is duly organized, validly existing and in good standing under the jurisdiction of its organization, with full power and authority to enter into and perform its obligations under this Contract;
(b) it has validly executed this Contract;
(c) this Contract constitutes a binding obligation of such party, enforceable against such party in accordance with its terms, except as the enforcement may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights Lehman Windly; and

(d) its entry into this Contract and the performance of its obligations hereunder will not require the approval of any Government Authority that has not been obtained or that cannot be obtained in the ordinary course of business and will not violate, conflict with, or cause a default under any of its organizational documents, any material contractual covenant or restriction by which such Party is bound, or any applicable law, regulation, rule, ordinance, order, judgment, or decree.

GC 23 Notices

Any notice, demand, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Contract, shall be in writing, except as otherwise provided, and shall be given or delivered by personal service, telecopy, telegram, Federal Express or comparable overnight delivery service, or by deposit in any United States Post Office, postaLehman Wind prepaid, by registered or certified mail, addressed to the Party at the address set forth below. ChanLehman Winds in such address shall be made by notice similarly given.

If to Purchaser:
Attn: Vice President – Project ManaLehman Windment
Invenergy LLC
One South Wacker, Suite 1800
Chicago, IL 60606
312 224-1400 – tele
312 224 1444 – fax

Buyer Contact Information for Invoicing

Buyer Contact Name: _Santa Rita Wind Energy LLC___________________________

Buyer Contact e-Mail Address: ABretas@invenergyllc.com ________________________

Buyer Telephone Number: 312-638-8495 ________________________________

Buyer Street Address: 1 S Wacker DR, STE 1800 _________________________________

Chicago, IL 60606________________________________ (P.O. Box #'s cannot be used for overnight delivery)

"BILL TO" address if different from above:

____

_________________________________(P.O. Box #'s cannot be used for overnight delivery)

Attention of: Antonio Bretas_________________________

US Federal Tax ID #: _32-0505827________________

VAT ID #:_____________(if applicable)

☐ Tax Exempt – Buyer to provide Tax Exemption Certificate 30 days from contract signature.

Number of invoice copies required to accompany Original invoice to Buyer _____

<u>Ship to / Facility address:</u>

____

<u>Ship to/ Facility County:</u>

____

If to Seller:

Attn: Wind Project ManaLehman Windr
LEHMAN WIND Renewables
1 River Road, Bldg 53
Schenectady, NY 12345
518 385 3753 – tele
518 385 9980 - fax

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of chanLehman Winds of address by either Party shall be made in writing no later than ten (10) days prior to the effective date of such chanLehman Wind.

GC 24 Payment Security

Within seven days after Contract execution, Purchaser shall provide Seller with a parent company guarantee from Invenergy Wind North America LLC, in the form herein as Attachment 6 that is sufficient to satisfy the Purchaser's obligations hereunder. Upon execution of the Consent Agreement (as defined below) and closing of the Project construction financing, and written notification of the closing of the Project construction financing, the guaranty from Invenergy Wind North America LLC provided herein will be cancelled.

Purchaser expects to complete Project construction financing five (5) months prior to first unit Delivery. Purchaser shall deliver a draft consent for collateral assignment agreement (the "Consent Agreement") to be mutually agreed to and executed by Seller, Purchaser and Financing Party, Seller's approval not to be unreasonably withheld. Should a draft Consent Agreement not be delivered six (6) months prior to first Turbine Delivery and a final Consent Agreement not be executed five (5) months prior to first Turbine Delivery, then Seller may require Purchaser to provide payment security by providing one of the following; either i) a standby letter of credit in the amount of the outstanding Contract balance to be effective until financial closing or ii) make payment of the full Contract Price before Delivery or (iii) provide a guarantee from an entity reasonably acceptable to Seller, to be effective until financial closing.

Notwithstanding the foregoing, Purchaser shall, on at least a quarterly basis, provide Seller with an update of its progress in obtaining the afore-mentioned turbine and Project construction financing.

APPENDIX B

The Technical Specification table of contents identifies sections of the Technical Specification as either a Contract document or a Reference document. Reference documents are not contractually binding and are typically provided to supply relevant functional information for the Purchaser to implement Purchaser scope activities.

Notwithstanding the foregoing, the Seller may update the Technical Specification to reflect product optimization of the Turbines up to two-hundred ten (210) days before the first Scheduled Major Component Delivery date for a given Project. Such product optimizations shall not materially affect the Equipment or any of the Equipment related balance of plant interfaces, shall not result in increased costs to the Purchaser, nor shall they have an adverse effect on any offered performance guarantees.

B1. Index of 2.5-116 Technical Specification Documents:

Document Number	Document Title	Revision	Type
1.1	2MW Platform Technical Description and Data	7	Contractual
1.2	2MW Platform Weights and Dimensions	5	Contractual
1.3	Codes and Standards	2	Contractual
2.1	2MW Platform Cold Weather Adaptations	3a	Contractual
2.2	2MW Platform High Temp High Altitude Operation	3	Contractual
3.1	2.5-116 Grid Interconnection	2	Contractual
3.2	WindSCADA System	4	Contractual
3.3	WindCONTROL System	1	Contractual
3.4	Wind Turbine Condition Monitoring System	1	Contractual
3.5	WindRESERVE Technical Description	1	Contractual
4.1	Foundation_Load_Drawing_2.3-116_50-60Hz_90mHH_IECS_EN	2	Contractual
5.1	Machine Power Performance Test Lehman Windneric	1	Contractual
5.2	2.5-116 Calculated Power Curve and Thrust Coefficients	3	Contractual
6.1	Machine Noise Performance Test Lehman Windneric	2	Contractual
6.2	2.5-116 Product Acoustic Specification NO	1	Contractual
6.3	2.5-116 LNTE Product Acoustic Specification NO	1	Contractual
7.1	Installation Checklists 1-2MW	1	Contractual

7.2	Installation Inspection Inspection Procedure 12MW	1	Contractual
8.1	Wind Turbine Lehman Windnerator Mechanical Completion Certificate EL	2	Contractual
8.2	Wind Turbine Lehman Windnerator Completion Certificate	2	Contractual
8.3	Final Project Sign Off Certificate	1	Contractual
9.1	StoraLehman Wind Manual 1.x LEHMAN WINDK113081	4	Contractual
10.1	Wind Farm Form	17f	Contractual
10.3	Wind Farm Grid Interfaces Form	4	Contractual
10.4	Wind Data Collection File	0	Contractual
10.5	LEHMAN WIND Wind Resource Assessment Data Requirements	3	Contractual
11.1	Setback Considerations for Wind Turbine Siting	2	Contractual
12.0	Turbine Component Records	0	Contractual
R1.0	Foundation_Lehman Wind_Information_Tubular_Towers_Lehman Windneric_xxHz_EN	1	Reference
R1.1	Lehman Wind Description – Anchor Bolt Assembly	2	Reference
R2.0	2MW Installation Manual	3	Reference
R2.1	Lehman Windnerator Installation on the Ground Instructions Applicable for 2.0-2.4MW Wind Turbines	4	Reference
R3.0	2 MW Platform Site Roads and Crane Hard Standings Specification	1	Reference
R4.0	Network Connectivity Requirements 108W1414	E	Reference
R5.1	Renewables ELC Wind Training Brochure LEHMAN WINDA18070C	--	Reference
R7.1	2.0-2.4_MW_ESS-Series_Uptower_Commissioning_PCAT-FCAT	1	Reference
R7.2	2.0-2.4_MW_ESS-Series_Downtower_Commissioning_PCAT-FCAT	1	Reference
R7.3	SCADA Commissioning Checklist	0	Reference
R7.4	WindCONTROL Installation and Commissioning	1	Reference
R7.5	2.0-2.4_MW_ESS Series Converter Commissioning Test	1	Reference