



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

PUBLIC AFFAIRS

September 29, 2010

In reply refer to: DK-7

Dan Seligman
Attorney at Law
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

RE: BPA-2010-01558-F

Dear Mr. Seligman:

This is a final response to your Freedom of Information (FOIA) request that you made to the Bonneville Power Administration (BPA).

You requested the following:

All contracts and memoranda of agreement – including exhibits and amendments – between BPA and the Bonneville Environmental Foundation (“BEF”) since 1998.

Response:

BPA has provided the enclosed responsive documents with financial information redacted under Exemption 4 of the FOIA.

If you choose to appeal, it must be made within thirty (30) calendar days of receipt of a letter denying any portion of the request. The appeal should be sent to the Director, Office of Hearings and Appeals, HG-1, U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-1615. The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act Appeal is being made. The appeal must contain all the elements required by 10 CFR 1004.8 to the extent applicable. There is no charge for your request.

I appreciate the opportunity to assist you. Please contact Laura M. Atterbury, FOIA/Privacy Act Specialist at 503-230-7305 with any questions about this letter.

Sincerely,

/s/ Christina J. Munro

Christina J. Munro
Freedom of Information Act/Privacy Act Officer

Enclosures: Responsive Documents



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER BUSINESS LINE

^{DC)}
~~DRAFT~~ June 8, 2000

In reply refer to: PTS-5

Contract No. 00PB-10679
LETTER AGREEMENT

Mr. Angus Duncan
President
Bonneville Environmental Foundation
133 SW. 2nd Avenue, Suite 410
Portland, OR 97204

Dear Mr. Duncan:

As a result of recent discussions between representatives of the Bonneville Power Administration (BPA) and the Bonneville Environmental Foundation (BEF), BPA and BEF have agreed to formalize a business relationship under this Letter Agreement (Agreement) that describes how BEF will utilize monies received from BPA as a result of BPA sales of Environmentally Preferred Power (EPP). BPA and BEF are sometimes individually referred to as "Party" and jointly as "Parties."

Accordingly, BPA proposes the following:

1. **TERM.** This Agreement takes effect on the date signed by the Parties and shall continue in effect until 2400 hours on September 30, 2011.
2. **DEFINITIONS.**
 - (a) "BEF Premium Funds" means funds paid directly to BEF as a result of BPA sales of EPP from Endorsed Resources.
 - (b) "Endorsed Resources" means, unless otherwise agreed to by the Parties, certain power generating facilities that are environmentally preferred sources of electricity for electric power products, and have been endorsed by the Public Interest Groups.
 - (c) "Environmentally Preferred Power," or "EPP" means power deemed to be generated by generating resources that are determined to have environmental benefits relative to BPA system power.
 - (d) "Public Interest Groups" means the Northwest Energy Coalition, the Natural Resources Defense Council, and the Renewable Northwest Project.

3. **DISPOSITION OF BEF PREMIUM FUNDS.** BEF understands and agrees that all BEF Premium Funds received as a result of BPA sales of EPP from Endorsed Resources shall be used solely for the purpose of funding the development of new Endorsed Resources.

If this Agreement is acceptable to BEF, please sign both originals and return one to me. The remaining original is for your files.

Sincerely,

Account Executive

Name Dennis Osk
(Print/Type)

JUN 05 2000

ACCEPTED:

BONNEVILLE ENVIRONMENTAL
FOUNDATION

By

Name Angus Duncan
(Print/Type)

Title President

Date June 23, 2000

(PBLAN-PSB-W:\PSC\PM\CT\10679.DOC) <mm/dd/yy> {Insert date of finalized contract here!}

MOA: BEF
BPA
Energy Northwest

4/19/01

Contract No.
OIPB - 10887

REDACTED VERSION

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is executed by the BONNEVILLE ENVIRONMENTAL FOUNDATION, a charitable and nonprofit public benefit corporation dedicated to encouraging and funding projects that develop and/or apply clean, environmentally preferred, renewable power within the Pacific Northwest, the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION, and ENERGY NORTHWEST (BUSINESS DEVELOPMENT). Energy Northwest is a municipal corporation organized and existing under the laws of the State of Washington and Business Development is a separate fund within Energy Northwest. Business Development periodically sponsors demonstrations of renewable energy and distributed generation technology for the purpose of demonstrating the viability, and promoting Northwest utility awareness and knowledge of the technologies. Bonneville Environmental Foundation, Bonneville Power Administration and Energy Northwest (Business Development) are sometimes referred to individually as "Party" and collectively as "Parties."

WHEREAS, the Parties have identified a mutual desire to develop and promote solar power generation systems as one of the renewable energy technologies that contribute to non-polluting energy production, the efficient use of energy and which contribute to the preservation of wildlife habitat within the Pacific Northwest, and

WHEREAS, Bonneville Environmental Foundation, Bonneville Power Administration, and Business Development are each interested in funding the initial equipment procurement and installation of a photovoltaic, grid connected, solar generation facility, and

WHEREAS, the Parties anticipate that the initial funding will enable future expansion of the solar facility, and

WHEREAS, the Parties have joined with Washington State University Cooperative Energy Extension to respond to a DEPARTMENT OF ENERGY solicitation and apply for a "Brightfield" grant to co-fund installation of a solar facility at Energy Northwest's WNP-1 location.

THEREFORE, in order to establish the basis for further collaboration, the Parties hereby agree as follows:

- 1) Each Party will provide not less than [REDACTED], in cash or in kind contributions, toward the purchase and installation of equipment needed to support operation of a solar facility. Business Development will collect and use the funds (totaling [REDACTED] in cash and in kind contributions) to provide for the solar facility equipment acquisition and installation.
- 2) Funding provided under this agreement may be used to meet the co-funding requirement of the DEPARTMENT OF ENERGY "Brightfield" solicitation.

- 3) Business Development will coordinate with the Department of Energy and Bonneville Power Administration to make the facilities at terminated nuclear site WNP-1 available to the solar facility project. This MOA is contingent on receiving Department of Energy concurrence for siting the solar facility at the WNP-1 location.
- 4) The Bonneville Power Administration will provide the necessary revenue meters equipped with remote monitoring capability.
- 5) Business Development will own and control the solar facility and will be obligated to operate the system in accordance with prudent utility practices and sell the entire net electrical output and environmental attributes for all net power produced from the solar facility to Bonneville Power Administration at a price of 40 mils per kWh. Business Development, as the facility owner, will apply any tax benefits available through Department of Energy's Renewable Energy Production Incentive (REPI) to the facility financing.
- 6) The Bonneville Power Administration will in turn assign, at no cost, the environmental attributes for all net power produced from the solar facility to the Bonneville Environmental Foundation.
- 7) Business Development will collect all net revenue (sales minus operating and maintenance expenses) in a fund (the Fund), wholly owned and controlled by Business Development, to be used for future expansion of the solar facility. Upon termination of this agreement, any remaining funds will be dispersed to the Parties in proportion to each Party's funding contribution.
- 8) Business Development will seek input from Bonneville Environmental Foundation and Bonneville Power Administration in an advisory capacity as needed to address use of the Fund for future capacity additions to the solar facility.
- 9) This Agreement sets forth the entire understanding between the Parties, written or otherwise, and supercedes all prior discussions and understandings between the Parties.
- 10) This Agreement shall be governed in accordance with the laws of the State of Washington.
- 11) This Agreement shall be effective as of the latest date shown with the following signatures of authorized representatives of the Parties, and shall expire on April 30, 2006 unless extended by mutual consent of the Parties.

12) Signatures:

Bonneville Environmental Foundation

By: [Signature]

Title: President

Date: 4-27-01

Bonneville Power Administration

By: [Signature]

Title: VP General Supply

Date: 5/17/01

Energy Northwest Business Development

By: [Signature]

Title: Vice President Resource Development

Date: 4/19/01

02PB-11059

REDACTED VERSION

CONFIRMATION AGREEMENT # 1

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER BUSINESS LINE

Date: August 2, 2001

To: Bonneville Environmental Foundation
133 SW. Second Avenue, Suite 410
Portland, OR 97204

Attn: Angus Duncan

Phone: 503-248-1905

Fax: 503-248-1908

| | |
|----------------------|--------------|
| BPA Contacts: | |
| John Lebens | 503-230-3965 |
| Orville Blumhardt | 503-230-5464 |
| Claire Hobson | 503-230-5544 |

GREEN TAG CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by the Bonneville Power Administration (BPA) and the Bonneville Environmental Foundation (BEF). Transactions hereunder are in accordance with the Reference Contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in Reference Contract listed below.

| | |
|-------------------------------|--|
| Transaction Date | August 2, 2001 |
| Customer Number | 10831 |
| Reference BPA Contract | 01PB-10774 |
| BPA Contact | John Lebens 503-230-3965 |
| BEF Contact | Angus Duncan 503-248-1905 |
| Seller | BPA |
| Buyer | BEF |
| Start Date | November 1, 2000 |
| End Date | December 31, 2011 |
| Total MWh | REDACTED (Green Tags only, power not included) |
| MWh Each Month | Varies; see "Other" section on p. 2 of this confirm. |
| Price (\$ per MWh) | REDACTED per Green Tag for purchases greater than 5 years; per Green Tag for all other purchases |
| Monthly Revenue | Varies; see "Other" section on p. 2 of this confirm. |
| Specific Resource(s) | Endorsed Resources shown in Exhibit A of the Reference Contract, and any future Endorsed Resources for which |

| | |
|------------------------|--|
| | BPA acquires Non-Power Attributes appropriate for Green Tag sales. We expect to add the Oregon based Stateline or Condon resources in late 2001 to fulfill the sale to the Oregon Climate Trust. Other sales will be fulfilled by Foote Creek II or IV or other resources added to exhibit A of the reference agreement. |
| Total Revenue | REDACTED (undiscounted) over the term; discounted for annual lump sum payments on September 1 of each year (See "Billing" section). |
| Type of Product | Green Tags |
| Other | See "Other" section on p. 2 of this confirm. |

Billing

Billing and payment under this agreement shall be in accordance with the Reference Contract.

BEF will make annual lump sum payments to BPA annually on or before September 1, of each year. The first payment on September 1, 2001, includes (1) the sum of all monthly charges from November 2000 through August 2001, plus (2) monthly charges from September 2001 through August 31, 2002 discounted at an annual rate of 6.60% (0.55% monthly discount rate).

Subsequent lump sum payments to be made on or before September 1, of each year shall be monthly charges for the following 12 month period (September 1 through August 31) shall be discounted an annual rate of 6.60% (0.55% monthly). The annual lump sum payment amounts, per column O of Attachment 1 to this confirm, are as follows:

September 1, 2001
September 1, 2002
September 1, 2003
September 1, 2004
September 1, 2005
September 1, 2006
September 1, 2007
September 1, 2008
September 1, 2009
September 1, 2010
September 1, 2011

REDACTED

Other

Sales under this Confirmation Agreement are NOT sales of physical power; they are sales of non-power attributes associated with power generated from Endorsed Resources. The total MWh or MWh for each month shown in Attachment I (Columns F, K, and M) are for billing purposes only and do not necessarily match the shape of generation from Endorsed Resources. Annual Green Tag amounts in monthly MWh's are as follows (See details in Attachment 1):

| CY | MWh's <i>(Sales 5 years or less)</i> | MWh's <i>(Sales longer than 5 years)</i> | Total MWh's |
|----------------|--|--|--------------------|
| 2000 | | | |
| 2001 | | | |
| 2002 | | | |
| 2003 | | | |
| 2004 | | | |
| 2005 | | | |
| 2006 | | | |
| 2007 | | | |
| 2008 | | | |
| 2009 | | | |
| 2010 | | | |
| 2011 | | | |
| TOTALS: | | | |
| 2000-11 | | REDACTED | |

The shape of generation from Endorsed Resources will vary within each calendar year, but for purposes of this sale, BPA will report generation for each calendar year equal to the calendar year amounts shown above. BPA will provide to BEF aggregate MWh generation output reports verifying annual power output from Endorsed Resources consistent with section 3(g) of the Reference Contract.

BPA will make a good faith effort to allocate generation from Endorsed Resources in a manner to meet allocations requested by BEF (e.g., limiting allocations from individual resources within any calendar year and/or dedicating generation from specific Endorsed Resources or from Endorsed Resources with a specified state within any calendar year).

This Confirmation Agreement contains all of the terms and conditions of this transaction and may not be modified without the express written agreement of BPA and BEF.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

BONNEVILLE ENVIRONMENTAL
FOUNDATION

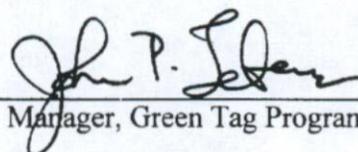
UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By 

President

Name Angus Duncan
(Print/Type)

Date 8-2-01

By 

Manager, Green Tag Program

Name John P. Lebens
(Print/Type)

Date August 2, 2001

(PBLLAN-PSW-6-W:\PSW\PM\11_16\BEF 01PB-10774.doc)

DERIVATION OF ANNUAL BEF LUMP SUM PAYMENTS TO BPA PBL (Payment date of September 1 annually)

Attachment 1 to Confirmation agreement #1

Reference Contract No. 01PB-10774

| | |
|---|-------|
| Tag price, purchases of 5 years or less | - |
| Tag price, purchases of longer than 5 years | |
| Discount rate for computing lump sum | 6.60% |

| | M | N | O |
|--------------------------------|-----------------|---|--|
| Composite Tag Amounts (MMWh's) | (Col F + Col K) | Composite Monthly Charges (Undiscounted) (\$\$) | Lump Sum Payments (Annually on Sept. 1) (\$\$) |

| | H | I | J | K | L |
|-----------------------------------|------------------|--------------|-------------------|--------------------------------|---|
| Purchases of Greater than 5 years | | | | | |
| BEF Contract Client (Yrs) | | | | | |
| Climate Trust (10) | BATDORF & B (10) | EPA/SEA (10) | Subtotal (MMWh's) | Monthly Charges per Tag (\$\$) | |
| | (MMWh's) | (MMWh's) | (Sum H thru J) | (Col F x) | |

| | A | B | C | D | E | F | G |
|------------------------------|-------------|---------------------|---------------|-------------------|--------------------------------|---|---|
| Purchases of 5 Years or Less | | | | | | | |
| BEF Contract Client (Yrs) | | | | | | | |
| IPC (1) | XANTREX (1) | GLOBAL BEF Acct (2) | CH2MHIL L (3) | Subtotal (MMWh's) | Monthly Charges per Tag (\$\$) | | |
| | (MMWh's) | (MMWh's) | (MMWh's) | (Sum A thru E) | (Col F x) | | |

- Jan-04
- Feb-04
- Mar-04
- Apr-04
- May-04
- Jun-04
- Jul-04
- Aug-04
- Sep-04
- Oct-04
- Nov-04
- Dec-04
- Jan-05
- Feb-05
- Mar-05
- Apr-05
- May-05
- Jun-05
- Jul-05
- Aug-05
- Sep-05
- Oct-05
- Nov-05
- Dec-05
- Jan-06
- Feb-06
- Mar-06
- Apr-06
- May-06
- Jun-06
- Jul-06
- Aug-06
- Sep-06
- Oct-06
- Nov-06
- Dec-06
- Jan-07
- Feb-07
- Mar-07

REDACTED

DERIVATION OF ANNUAL BEF LUMP SUM PAYMENTS TO BPA PBL (Payment date of September 1 annually)

Attachment 1 to Confirmation agreement #1
Reference Contract No. 01PB-10774

| | |
|---|-------|
| Tag price, purchases of 5 years or less | \$ |
| Tag price, purchases of longer than 5 years | \$ |
| Discount rate for computing lump sum | 6.60% |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O |
|--|-----------------|----------|---------|----------|---------|---------------------------|----------------|---------|---------|---------|---------------------------|------------------|---------|------|
| Purchases of 5 Years or Less | | | | | | | | | | | | | | |
| BEF Contract Client (Yrs) | | | | | | | | | | | | | | |
| IPC (1) | (1) | BEF Acct | (2) | GLOBAL | CH2MHIL | L (3) | Subtotal | | | | Monthly Charges @ per Tag | | | |
| (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (\$) | (MWh/s) | (MWh/s) | (\$) |
| | | | | | | | (Sum A thru E) | | | | | (Col F x thru J) | | |
| Purchases of Greater than 5 years | | | | | | | | | | | | | | |
| BEF Contract Client (Yrs) | | | | | | | | | | | | | | |
| Climate Trust (10) | BATDORF &B (10) | EPA/SEA | (10) | Subtotal | | Monthly Charges @ per Tag | | | | | | | | |
| (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (MWh/s) | (\$) | (Sum H thru J) | | | | | (Col F + Col M) | | |
| | | | | | | | | | | | | (Col G + Col L) | | |
| Composite Tag Amounts (Undiscounted) | | | | | | | | | | | | | | |
| Composite Monthly Charges (Undiscounted) | | | | | | | | | | | | | | |
| Lump Sum Payments (Annually on Sept. 1) | | | | | | | | | | | | | | |

- Apr-07
- May-07
- Jun-07
- Jul-07
- Aug-07
- Sep-07
- Oct-07
- Nov-07
- Dec-07
- Jan-08
- Feb-08
- Mar-08
- Apr-08
- May-08
- Jun-08
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- Sep-08
- Oct-08
- Nov-08
- Dec-08
- Jan-09
- Feb-09
- Mar-09
- Apr-09
- May-09
- Jun-09
- Jul-09
- Aug-09
- Sep-09
- Oct-09
- Nov-09
- Dec-09
- Jan-10
- Feb-10
- Mar-10
- Apr-10
- May-10
- Jun-10

REDACTED

DERIVATION OF ANNUAL BEF LUMP SUM PAYMENTS TO BPA PBL (Payment date of September 1 annually)
 Attachment 1 to Confirmation agreement #1
 Reference Contract No. 01PB-10774

| | |
|---|-------|
| Tag price, purchases of 5 years or less | \$ |
| Tag price, purchases of longer than 5 years | \$ |
| Discount rate for computing lump sum | 8.60% |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | |
|---|---|--------------|---|---------------------------------|---|--------------------------------|---------------------------------|-------------------------------------|-------------------------------------|---------------------------------|---------------------------------|--------------------------------|--------------------------------|--|--|
| Purchases of 5 Years or Less | | | | | | | | | | | | | | | |
| BEF Contract Client (Yrs) | | | | | | | | | | | | | | | |
| XANTREX (1) | | BEF Acct (2) | | GLOBAL CH2MHIL L (3) | | Monthly Charges @ per Tag (\$) | Subtotal (MMh's) (Sum A thru E) | | Climate Trust (10) & B (10) (MMh's) | | Subtotal (MMh's) (Sum H thru J) | | Monthly Charges @ per Tag (\$) | | |
| IPC (1) | | BEF Acct (2) | | GLOBAL CH2MHIL L (3) | | Monthly Charges @ per Tag (\$) | Subtotal (MMh's) (Sum A thru E) | | Climate Trust (10) & B (10) (MMh's) | | Subtotal (MMh's) (Sum H thru J) | | Monthly Charges @ per Tag (\$) | | |
| (MMh's) | | (MMh's) | | (MMh's) | | (MMh's) | (Sum A thru E) | | (MMh's) | | (Sum H thru J) | | (MMh's) | | |
| Purchases of Greater than 5 years | | | | | | | | | | | | | | | |
| BEF Contract Client (Yrs) | | | | | | | | | | | | | | | |
| BATDORF Trust (10) | | EPA/SEA (10) | | Subtotal (MMh's) (Sum H thru J) | | Monthly Charges @ per Tag (\$) | | Climate Trust (10) & B (10) (MMh's) | | Subtotal (MMh's) (Sum H thru J) | | Monthly Charges @ per Tag (\$) | | Lump Sum Payments (Annually on Sept. 1) (\$) | |
| (MMh's) | | (MMh's) | | (MMh's) | | (MMh's) | | (MMh's) | | (Sum H thru J) | | (MMh's) | | (MMh's) | |
| Composite Monthly Charges (Undiscounted) (\$) | | | | | | | | | | | | | | | |
| Composite Tag Amounts (MMh's) (Col F + Col K) | | | | | | | | | | | | | | | |
| Composite Monthly Charges (Undiscounted) (\$) | | | | | | | | | | | | | | | |
| Composite Monthly Payments (Annually on Sept. 1) (\$) | | | | | | | | | | | | | | | |
| Composite Monthly Payments (Annually on Sept. 1) (\$) | | | | | | | | | | | | | | | |

- Jul-10
- Aug-10
- Sep-10
- Oct-10
- Nov-10
- Dec-10
- Jan-11
- Feb-11
- Mar-11
- Apr-11
- May-11
- Jun-11
- Jul-11
- Aug-11
- Sep-11
- Oct-11
- Nov-11
- Dec-11

Totals

Total Lump Sum Amounts:
 Eleven annual payments beg.
 Sept. 1, 2001 >>

REDACTED

REDACTED VERSION



Department of Energy
Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

POWER BUSINESS LINE

Date: **June 18, 2002**
To: Bonneville Environmental Foundation
133 SW. Second Avenue, Suite 410
Portland, OR 97204
Attn: Angus Duncan
Phone: 503-248-1905
Fax: 503-248-1908

Debra Malin 503-230-5701
Orville Blumhardt 503-230-5464
Claire Hobson 503-230-5544

AMENDED AND RESTATED GREEN TAG CONFIRMATION AGREEMENT

The following ***amends and restates the terms of a transaction*** agreed to by the Bonneville Power Administration (BPA) and the Bonneville Environmental Foundation (BEF). ***Changes are bolded and italicized.*** Transactions hereunder are in accordance with the Reference Contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in Reference Contract listed below.

Transaction Date: June 3, 2002 **BPA Contact:** ***Debra Malin – 503-230-5701***
Reference BPA Contract: 01PB-10774 **BEF Contact:** Angus Duncan – 503-248-1905
BPA Contract: 02PB-11059

Customer Number: 10831
Seller of Energy: Bonneville Power Administration
Buyer of Energy: Bonneville Environmental Foundation
Product: Green Tags
Start of Term: November 1, 2000
End of Term: December 31, 2011
Total MWh: **REDACTED** (Green Tags only, power not included)
MWh Each Month: Varies; see "Other" section on p. 2 of this confirm.
Price (\$ per MWh): per Green Tag for purchases greater than 5 years;
REDACTED per Green Tag for all other purchases
Monthly Revenue: Varies; see "Other" section on p. 2 of this confirm
Specific Resource(s): Endorsed Resources shown in Exhibit A of the Reference Contract and any future Endorsed Resources for which BPA acquires Non-Power Attributes appropriate for Green Tag sales. We expect to add the Oregon based Stateline or Condon resources in late 2001 to fulfill the sale to the Oregon Climate Trust. Other sales will be fulfilled by Foote Creek II or IV or other resources added to exhibit A of the reference agreement.

Total Revenue **REDACTED** (undiscounted) over the term; discounted for annual lump sum payments on September 1 of each year (See "Billing" section).

Other See "Other" section on p. 2 of this confirm

Billing

Billing and payment under this agreement shall be in accordance with the Reference Contract.

BEF will make annual lump sum payments to BPA annually on or before September 1, of each year. The first payment on September 1, 2001, includes (1) the sum of all monthly charges from November 2000, through August 2001, plus (2) monthly charges from September 2001, through August 31, 2002, discounted at an annual rate of 6.60% (0.55% monthly discount rate).

Subsequent lump sum payments to be made on or before September 1, of each year shall be monthly charges for the following 12 month period (September 1 through August 31) shall be discounted an annual rate of 6.60% (0.55% monthly). The annual lump sum payment amounts, per column of Attachment 1 to this confirm, are as follows:

- September 1, 2001
- September 1, 2002
- September 1, 2003
- September 1, 2004
- September 1, 2005
- September 1, 2006
- September 1, 2007
- September 1, 2008
- September 1, 2009
- September 1, 2010
- September 1, 2011

REDACTED

Other

Sales under this Confirmation Agreement are NOT sales of physical power; they are sales of non-power attributes associated with power generated from Endorsed Resources. The total MWh or MWh for each month shown in Attachment I (Columns F, K, and M) are for billing purposes only and do not necessarily match the shape of generation from Endorsed Resources. Annual Green Tag amounts in monthly MWh's are as follows (See details in Attachment 1):

| CY | MWHs (Sales 5 years or less) | MWHs (Sales longer than 5 years) | Total MWHs |
|------|---------------------------------|-------------------------------------|------------|
| 2000 | | | |
| 2001 | | | |
| 2002 | | | |
| 2003 | | | |
| 2004 | | | |
| 2005 | | | |
| 2006 | | | |
| 2007 | | | |
| 2008 | | | |

| CY | MWHs (Sales 5 years or less) | MWHs (Sales longer than 5 years) | Total MWHs |
|------------------------------|---------------------------------|-------------------------------------|------------|
| 2009 | | | |
| 2010 | | | |
| 2011 | | REDACTED | |
| TOTALS: 2000-2011 | | | |

The shape of generation from Endorsed Resources will vary within each calendar year, but for purposes of this sale, BPA will report generation for each calendar year equal to the calendar year amounts shown above. BPA will provide to BEF aggregate MWh generation output reports verifying annual power output from Endorsed Resources consistent with section 3(g) of the Reference Contract.

BPA will make a good faith effort to allocate generation from Endorsed Resources in a manner to meet all allocations requested by BEF (e.g. limiting allocations from individual resources within any calendar year and/or dedicating generation from specific Endorsed Resources or from Endorsed Resources with a specified state within any calendar year).

This Confirmation Agreement contains all of the terms and conditions of this transaction and may not be modified without the express agreement of BPA and BEF.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

| AGREED AND ACCEPTED | |
|---|--|
| BONNEVILLE ENVIRONMENTAL FOUNDATION | UNITED STATES OF AMERICA Department of Energy Bonneville Power Administration |
| By  _____ President | By  _____ Account Executive Renewables Marketing |
| Name <u>Angus Duncan</u> <small>(Print/Type)</small> | Name <u>Debra Malin</u> <small>(Print/Type)</small> |
| Date: <u>6-20-02</u> | Date: <u>6/20/02</u> |



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

REDACTED VERSION

POWER BUSINESS LINE

| | | | |
|--------|--|------------------------------------|----------------------------------|
| Date: | August 20, 2002 | Debra Malin | (503) 230-5701 |
| To: | Bonneville Environmental Foundation 133 SW Second Avenue, Suite 410 Portland, OR 97204 | Orville Blumhardt Claire Hobson | (503) 230-5464 (503) 230-5544 |
| Attn: | Angus Duncan | | |
| Phone: | 503-248-1905 | | |
| Fax: | 503-248-1908 | | |

GREEN TAG CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and the Bonneville Environmental Foundation (BEF). Transactions hereunder are in accordance with reference contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in reference contract.

Transaction Date: July 17, 2002

BPA Contract: 02PB-11188

Customer Number: BPA
 Reference Contract: 01PB-10774
 Product: Green Tags
 Seller: BPA
 Buyer: BEF
 BPA Contact: Debra Malin, 503-230-5701
 BEF Contact: Angus Duncan, 503-248-1905

| BEF Order # | Start of Term | End of Term | Amount (MWh): | Price (\$/MWh) | Specific Resource: | Amount Owed BPA (pre-discount): |
|-------------|---------------|-------------|---------------|----------------|--------------------|---------------------------------|
|-------------|---------------|-------------|---------------|----------------|--------------------|---------------------------------|

REDACTED

REDACTED

Billing and Payment:

Billing and payment under this agreement shall be in accordance with the Reference Contract except as noted below.

Other:

Sales under this confirmation agreement are NOT sales of physical power; they are sales of non-power attributes associated with power generated from the specific resources listed above. BEF

REDACTED

REDACTED

Composite

discounted monthly charges for the aforementioned BEF orders are on Attachment #2 to this confirm. For the prepayment discount to apply, payment must be received by the 20th day after the issue date of the bill. Per Column AB of Attachment #2 to this confirm, the schedule for BEF payments for amounts owed BPA is as follows:

The bill issue date for tags purchased from January 2002 through December 2004 will be October 1, 2002 (BEF Order numbers 2002-13 through 2004-04). This payment includes no discount for tags purchased for the period 1/1/02 through 9/30/02 (The first 9 months of BEF Order numbers 2002-13, 2002-14, and 2003-15); amount owed for tags purchased for the period 10/1/02 through 12/31/04 are discounted at an annual rate of REDACTED

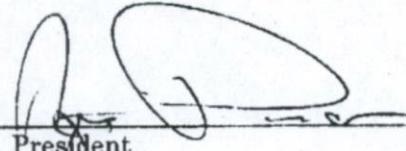
All subsequent issue dates will be on January 1st annually, beginning 1/1/05, for tags purchased for the subsequent 12 months (BEF Order numbers 2005-01 through 2011-01). Each annual payment incorporates an annual discount rate REDACTED amounts owed for each month of the calendar year. The final issue date shall be 1/1/11 for amounts owed to BPA for calendar 2001.

The amount of each payment to BPA shall be the amounts shown in Column AB of Attachment #2 to this confirm.

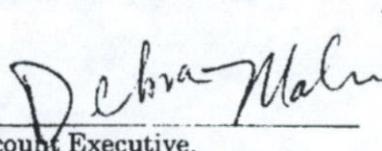
If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning to BPA.

BONNEVILLE ENVIRONMENTAL
FOUNDATION

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By 

President

By 

Account Executive,
Renewables Energy Marketing

Name Angus Duncan
(Print/Type)

Name Debra J. Malin
(Print/Type)

Date 8-22-02

Date 8/20/02

ATTACHMENT 1. GREEN TAGS PURCHASED BY REF. BY MONTH AND YEAR
 Attachment 1 to Contract 60279-1774
 Reference Contract No. 6179-1774

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|---------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Order No. | 2003-11 | 2003-12 | 2003-01 | 2003-02 | 2003-03 | 2003-04 | 2003-05 | 2003-06 | 2003-07 | 2003-08 | 2003-09 | 2003-10 | 2003-11 | 2003-12 | 2004-01 | 2004-02 | 2004-03 | 2004-04 | 2004-05 | 2004-06 | 2004-07 | 2004-08 | 2004-09 | 2004-10 | 2004-11 | 2004-12 |
| REF Order No. | 2003-11 | 2003-12 | 2003-01 | 2003-02 | 2003-03 | 2003-04 | 2003-05 | 2003-06 | 2003-07 | 2003-08 | 2003-09 | 2003-10 | 2003-11 | 2003-12 | 2004-01 | 2004-02 | 2004-03 | 2004-04 | 2004-05 | 2004-06 | 2004-07 | 2004-08 | 2004-09 | 2004-10 | 2004-11 | 2004-12 |
| REF Order No. | 2003-11 | 2003-12 | 2003-01 | 2003-02 | 2003-03 | 2003-04 | 2003-05 | 2003-06 | 2003-07 | 2003-08 | 2003-09 | 2003-10 | 2003-11 | 2003-12 | 2004-01 | 2004-02 | 2004-03 | 2004-04 | 2004-05 | 2004-06 | 2004-07 | 2004-08 | 2004-09 | 2004-10 | 2004-11 | 2004-12 |
| TOTALS | | | | | | | | | | | | | | | | | | | | | | | | | | |

Year Tags >

REDACTED

REDACTED

Purchase Period >

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Tags

BPA Contract No. 08PB-11892 _____

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Executed by

THE UNITED STATES OF AMERICA

DEPARTMENT OF ENERGY

acting by and through the

BONNEVILLE POWER ADMINISTRATION

and

THE BONNEVILLE ENVIRONMENTAL FOUNDATION

an Oregon Non-Profit Corporation,

This CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

("Agreement") is made this 30th day of October 2007 by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION ("BPA") and the BONNEVILLE ENVIRONMENTAL FOUNDATION ("BEF"), an Oregon non-profit corporation, (hereafter the "Party" or the "Parties.")

WHEREAS, in connection with the consideration by the Parties hereto of a possible negotiated business transaction relating to the provision of power and power-related projects and services ("Proposed Transaction"), each of the Parties is prepared to make available to the other Party (and their "Authorized Representatives"), certain information; and

WHEREAS, each Party acknowledges that such information may include nonpublic information, trade secrets or other business information, the disclosure of which could harm either of the Parties; and

WHEREAS, in consideration for, and as a condition of such information being furnished the Parties hereafter agree to treat any information that is furnished to the other Party in accordance with the provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. TERM

This Agreement shall be effective when executed by representatives of both Parties and shall remain in effect for three (3) years from the date of execution. All obligations shall be preserved until satisfied.

2. DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth below:

(a)(i) "Confidential Information" as used in this Agreement shall mean all information identified as confidential in accordance with Section 3, whether of a technical, engineering, operational or economic nature, whether furnished or obtained orally, in writing, electronically or otherwise, including but not limited to technical and business information, business plans, client identities, customer lists, supplier identities and terms, contract terms, price quotes, savings estimates or formulas or analyses, compilations, studies or reports containing or reflecting such information. Confidential Information shall also include information obtained from third parties under an obligation to maintain it as confidential.

(ii) "Confidential Information" shall not, however, include information which:
(a) prior to the disclosure hereunder was already in the receiving Party's possession, as evidenced by written records, and is not subject to an obligation of confidentiality;

(b) prior to disclosure hereunder, was in the public domain; (c) is required to be disclosed by law, or by any court or administrative or other governmental agency; or (d) is developed independently by a Party, or by a contractor on behalf of a Party, provided no use is made of the Confidential information in the preparation thereof.

(b) "Authorized Representatives" means each Party's directors, officers, employees, agents, financial and other advisors (including, without limitation, attorneys, accountants, consultants and any representatives of such advisors).

(c) "Designated Contact Representatives" means the individual to whom any notices required under this Agreement shall be directed.

3. IDENTIFICATION

Confidential Information provided by either Party to the other shall be so identified to the other Party, either in writing or orally, to be subject to the terms of this Agreement.

4. SAFEKEEPING

In consideration of the mutual exchange of information occurring hereunder, each Party agrees to: (a) prevent the Confidential Information from being used for any purpose other than in connection with the Proposed Transaction; (b) keep all Confidential Information strictly confidential, provided, however, that Confidential Information may be disclosed to each Party's Authorized Representatives who need to know such information in connection with the Proposed Transaction; and (c) not disclose such Confidential Information, or the existence of any of the material terms of any Proposed Transaction without the express consent of the other Party.

The Parties shall notify all Authorized Representatives to whom Confidential Information is provided of its confidential nature and secure their agreement to be bound by the provisions of this Agreement. Each Party shall be responsible for any breach of this Agreement by any of its Authorized Representatives.

5. DAMAGES

Both Parties acknowledge that any unauthorized disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may place the other Party at a competitive disadvantage and may cause the other Party irreparable harm, the amount of which may be difficult to ascertain. Each Party agrees that the proven injured Party shall be entitled to relief at law or in equity, including but not limited to injunctive relief in the event of any breach or anticipated breach of this Agreement.

6. NOTICE OF REQUESTS FOR CONFIDENTIAL INFORMATION

(a) Notwithstanding the foregoing language of Paragraph 4, in the event that either Party or one of its Authorized Representatives is requested or required to disclose information provided under this Agreement by subpoena, or other directive of a court, administrative agency or arbitration panel, or as required by law as the receiving Party shall determine; the receiving Party hereby agrees to provide the disclosing Party with prompt notice to its Designated Contact Representative of such request or requirement in order to enable the disclosing Party, at its own cost and expense -- including attorney's fees and costs -- to: (i) seek an appropriate protective order or other remedy at its own expense; (ii) consult with the receiving Party with respect to taking steps to resist or narrow the scope of such request or legal process; (iii) waive compliance, in whole or in part, with the terms of this Agreement.

(b) In the event that such protective order or other remedy is not obtained, or that the disclosing Party waives compliance with the provisions hereof, the receiving Party agrees to furnish only that portion of information so provided under this Agreement which the receiving Party's legal counsel advises is legally required, and to exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such information.

(c) Nothing in this Agreement is intended by the Parties either to foreclose or require the application of any exemption from disclosure that might be available pursuant to the Freedom of Information Act, 5 USC §§ 552, et seq.

7. MARKING AND LISTING OF WRITTEN CONFIDENTIAL INFORMATION

(a) Such Confidential Information in written form so provided by BEF under the Agreement shall be marked "**Confidential and Proprietary Information – Subject to Non-Disclosure Agreement**" on each page by BPA, and in the case of other forms of Confidential Information, including but not limited to computer diskettes, computer printouts, spreadsheets, electronic mail messages, etc. shall also bear such marking.

(b) For purposes of contract administration and in order to provide a record of such information provided under this Agreement, all information provided under this Agreement to BPA, or that BPA shall provide to BEF under this Agreement, shall be described in reasonable specificity in an Appendix to this Agreement that shall be designated "Appendix A"

(c) Appendix A shall also serve the function of allowing additional information of the same type indicated in the recitals to this Agreement to be provided. by the Parties Agreement. A dated supplement to Appendix A, containing a reasonably specific

description of such additional Information provided, and signed by both Designated Representatives of the respective Parties, shall evidence both Parties' agreement that such additional Information shall be governed by all terms of this Agreement.

8. RETURN OF CONFIDENTIAL INFORMATION

All written Confidential Information, including all copies thereof, shall remain the property of the furnishing Party and shall, at no cost to the furnishing Party, be returned or destroyed: upon written request to the other Party's Designated Contact Representative; upon the receiving Party's determination that it no longer has need for Confidential Information; or immediately upon termination of this Agreement. This shall not apply, however, in the case where either Party is constrained to return or destroy such Confidential Information by pending legal process.

9. NO REPRESENTATIONS OR WARRANTIES

Each Party understands and acknowledges that none of the Parties or any of their Authorized Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Each Party agrees that neither Party nor any of its' Authorized Representatives shall have any liability to the other Party or to any of the other Parties' Authorized Representatives relating to or resulting from the use of the Confidential Information or any errors or omissions therein. Only those representations or warranties that are made in any final agreement on a Proposed Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

10. NO OBLIGATIONS

Each of the Parties understands and agrees that no contract or agreement providing for any transaction between them shall be deemed to exist between them unless and until a separate agreement has been executed and delivered, and each Party hereby waives, in advance, any claims (including, without limitation, breach of contract and tortious interference claims, but excluding claims under this Agreement) in connection with the Proposed Transaction unless and until the parties shall have entered into a separate agreement. Each Party also agrees that unless and until a separate agreement regarding a transaction between them has been executed and delivered, none of the Parties will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this Agreement except for the matters specifically agreed to herein. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind. Each Party reserves the right, in its sole discretion, for any reason or no reason, to reject any and all proposals made to it or its Authorized Representatives with regard to a Proposed Transaction and to terminate discussions and negotiations with the other Party at any time, provided that this Agreement shall thereafter continue in full force and effect as provided herein.

11. NO WAIVER OR AMENDMENT

No failure or delay by a Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof.

12. SEVERABILITY

If any provision of this Agreement shall be held in a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall continue in full

force and effect. The provisions of this Agreement shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

13. ASSIGNMENT PROHIBITED.

This Agreement may not be assigned by either Party without the written agreement of the other Party. With respect to any assignment hereunder, this Agreement shall be binding upon the Parties and its successors and assigns.

14. MODIFICATIONS

This Agreement contains the entire agreement between the Parties concerning the confidentiality of the information to be provided under this Agreement, and supersedes all previous agreements. Any amendments thereto must be in writing and executed by both Parties.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with Federal law to the extent applicable. To the extent that Federal law is not applicable, the laws of the State of Oregon shall apply. In any legal action or other proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable expenses, attorney's fees and costs incurred in that proceeding in addition to any relief to which it is entitled.

16. DUE AUTHORIZATION.

Each Party represents and warrants that: (a) it has full power and authority to enter into this Agreement; (b) execution of this Agreement will not violate any other agreement with a third party; and (c) the person signing this Agreement on its behalf has been properly authorized and empowered to enter into this Agreement.

17. INTERPRETATION.

Paragraph headings are only intended as an aid to the reader, and are not to be considered in construing or interpreting this instant Agreement. In interpreting this Agreement, it is acknowledged by the Parties that this Agreement was prepared jointly by the Parties and not by any Party to the exclusion of the other Parties; and that in preparing this Agreement, each party had access to advice of its own counsel.

18. NOTICES

(a) All notices that may be required under this Agreement shall be provided, in writing, to the Parties' Designated Representatives indicated below, whose mailing addresses, courier delivery addresses, telephone numbers, facsimile numbers, and electronic mailing addresses are also indicated below. For convenience, notices may be routed via electronic mail or facsimile, provided, however, that such notice is also routed

contemporaneously in written form via: (1) personal delivery; or (2) certified or registered mail return receipt requested; or (2) by nationally-recognized express courier. Notice will be effective as of the date of delivery in the case of personal delivery, or the third day following the date of deposit for certified or registered mail delivery or nationally-recognized express courier.

(b) Notwithstanding Paragraph 14 above, modifications to contact information only, including the designation of a new Designated Contact Representative under this Agreement, shall be accomplished by timely written notice to each Party's then current Designated Contact Representative by any of the three methods indicated in section a immediately above. Such notice of a new Designated Contact Representative shall, where applicable, include any changes in mailing address, courier delivery address, telephone number, facsimile number and electronic mail address.

Designated Contact Representatives

BONNEVILLE POWER ADMINISTRATION

Debra J. Malin - Customer Account Executive
Bonneville Power Administration – Power Services
Mailing Address – P O Box 3621 – Routing PTL-5
Portland, OR 97208-3621
Courier Address – 905 NE 11th Street, 5th Floor
Portland, OR 97232-4169

Telephone – (503) 230-5701
Facsimile (503) 230-3681
Electronic Mail Address – djmalin@bpa.gov

BONNEVILLE ENVIRONMENTAL FOUNDATION

Angus Duncan – President
Mailing and Courier Address
240 SW First Avenue
Portland, OR 97204-3503

Telephone – (503) 248-1905

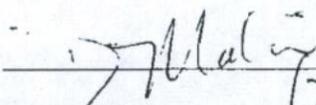
Facsimile (503) 248-1908
Electronic Mail Address - angusduncan@b-e-f.org

19. EXECUTION IN COUNTERPART AND EFFECTIVE DATE

This Agreement is the final expression of the Parties' understanding with respect to the subject matter hereof, and may be executed in counterpart. Each of such counterparts shall for all purposes be deemed original, and all such counterparts shall together constitute one and the same instrument. This Agreement will be effective upon the date when executed by all Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidentiality and Non-Disclosure Agreement as of the latter date indicated below.

BONNEVILLE POWER ADMINISTRATION
POWER SERVICES

By: 
Name: Paul E. Norman (Debra Malin for Paul Norman)
Title: Senior Vice President, Power Services
Date: 10/31/07

BONNEVILLE ENVIRONMENTAL FOUNDATION

By: 
Name: Angus Duncan
Title: President



Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER SERVICES

REDACTED VERSION

Date: December 19, 2007

To: Bonneville Environmental Foundation
240 SW First Avenue
Portland, OR 97204

Attn: Bill Eddie
Phone: 503-248-1905
Fax: 503-248-1908

BPA Contacts:

Debra Malin 503-230-5701
Jamie Sims 503-230-3886

RENEWABLE ENERGY CERTIFICATE CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by the Bonneville Power Administration (BPA) and Bonneville Environmental Foundation (BEF). Transactions hereunder are in accordance with the Reference Contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the Reference Contract listed below.

| | |
|----------------------|-----------------------------------|
| Transaction Date | December 18, 2007 |
| Customer Number | 10831 |
| Reference Contract | 05PB-11618 |
| BPA Contract | 08PB-11906 |
| BPA Contact | Debra Malin |
| BEF Contact | Bill Eddie |
| Seller | BPA |
| Buyer | BEF |
| Start Date | July 1, 2007 |
| End Date | December 31, 2007 |
| Total MWh | 60,000 MWh |
| MWh Each Month | 10,000 MWh |
| Price (\$ per MWh) | [REDACTED] |
| Monthly Revenue | Full Amount due |
| Specific Resource(s) | Condon, Klondike I, and Stateline |
| Total Revenue | [REDACTED] |
| Type of Product | Renewable Energy Certificates |

Billing and Payment

Billing and payment under this Confirmation Agreement shall be in accordance with the Reference Contract. As such, BEF shall pay the full amount of [REDACTED] in one lump sum payment, which will be included as a line item on the December 2007 bill issued in January 2008.

Other

Sales under this Confirmation Agreement are NOT sales of physical power; they are sales of Non-Power Attributes associated with power generated from the Condon, Klondike I, and Stateline wind projects.

Renewable Energy Certificates sold under this Confirmation Agreement are associated with energy generated by the above-mentioned wind projects during the third and fourth quarters of calendar year 2007. As such, the monthly MWh and revenue amounts shown above are for BPA internal accounting purposes and do not necessarily match the shape of generation from these wind projects.

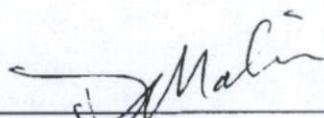
This Confirmation Agreement contains all of the terms and conditions of this transaction and may not be varied or contradicted by any other writing without the express agreement of BPA and BEF.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

BONNEVILLE ENVIRONMENTAL
FOUNDATION

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By  By
President/CEO


Account Executive

Name Angus Duncan
(Print/Type)

Name Debra J. Malin
(Print/Type)

Date 12/20/07

Date 1/2/08

bcc:

R. Josephson-DBC-3
S. Menashe - FR-2
S. McGuire - FRG-2
T. Thompson - FS-6
P. Rowe -FTD-2
K. Pierce - KEC-4
R. Yarde - KEC-4
M. Foeller - KSB-6
D. Murray - KSC-4
M. Hansen - (CCIS) - KSC-4
S. Riewer - KSC-4
D. Becker-Ward - PTC-5
L. Chavira - PTC-5
C. Olive - LP-7
S. Wedlund - PFB-6
G. Reich - PSW-Seattle
J. O'Leary - PTK-5
L. Blasdel - PTC-5
J. Klippstein - PTL-5
D. Malin - PTL-5

REDACTED VERSION

RENEWABLE ENERGY CERTIFICATE AGREEMENT

executed by the

BONNEVILLE POWER ADMINISTRATION

and

BONNEVILLE ENVIRONMENTAL FOUNDATION

Table of Contents

| Section | Page |
|---|---|
| 1. Term | 2 |
| 2. Definitions | 2 |
| 3. Renewable Energy Certificate Provisions | 3 |
| 4. Billing and Payment | 4 |
| 5. Events Of Default | 5 |
| 6. Remedies Of Default | 5 |
| 7. Notices | 6 |
| 8. Governing Law and Dispute Resolution | 6 |
| 9. Standard Provisions | 8 |
| 10. Termination Provisions | 11 |
| 11. Signatures | 11 |
| | |
| Exhibit A | Generating Units |
| Exhibit B | Confirmation Agreement Format |
| Exhibit C | Generator Registration Form and Attestation |
| Exhibit D | Attestation from Wholesale Provider of Electricity or TRCs |

This RENEWABLE ENERGY CERTIFICATE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and BONNEVILLE ENVIRONMENTAL FOUNDATION (BEF), a non-profit corporation, organized and authorized under the laws of the State of Oregon. BPA and BEF are sometimes referred to individually as "Seller," "Purchaser," "Party," and collectively as "Parties."

RECITALS

The Parties agree to formalize a business relationship under this Agreement for the purpose of marketing Renewable Energy Certificates.

The Parties agree that upon execution of this Agreement, Contract No 05PB-11618, Renewable Energy Certificate Agreement executed by BPA and BEF, dated January 27, 2006 will automatically terminate.

1. TERM

This Agreement becomes effective on the date signed by the Parties (Effective Date) and shall continue in effect through September 30, 2011, unless terminated earlier pursuant to section 6 or section 10. All obligations incurred hereunder shall be preserved until satisfied.

2. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings defined below.

- (a) "Attestation" means a document(s) provided by Seller to Purchaser describing and certifying characteristics of the Renewable Energy Certificates (REC) transferred under this Agreement. Specific information to be contained in the Attestations is described in section 3(e) of this Agreement.
- (b) "Business Day" means every Monday through Friday except Federal holidays.
- (c) "Confirmation Agreement" means the agreement under which one Party (Seller) sells RECs to the other Party (Purchaser). An example Confirmation Agreement format is shown in Exhibit B.
- (d) "Environmental Attributes" means the current or future credits, benefits, emission reductions, offsets, and allowances attributable to the generation of energy from a renewable resource(s). Environmental Attributes do not include the tax credits associated with such resources. One megawatt-hour of energy generation from such renewable resource is associated with 1 megawatt-hour of Environmental Attributes.
- (e) "Generating Unit" means (1) for BPA sales to BEF, each resource specified in Exhibit A, or (2) for BEF sales to BPA, each resource that is specified in a Confirmation Agreement in which BEF is the Seller.
- (f) "Renewable Energy Certificate," or "REC," means the certificates, documentation, or other evidence that demonstrates the ownership of Environmental Attributes.
- (g) "Vintage" means the month and year of the generation period for which a REC is generated by a Generating Unit.
- (h) "Western Renewable Energy Generation Information System," or "WREGIS," means a renewable energy tracking system operated by the Western Electricity Coordinating Council (WECC). WREGIS is designed to:
 - (1) establish and maintain a database for renewable energy generation; and
 - (2) monitor the transfer and sale of RECs within the WECC.

3. RENEWABLE ENERGY CERTIFICATE PROVISIONS

(a) **Sale and Purchase of RECs**

Once the Parties have agreed on the terms of a sale or purchase of RECs via phone or e-mail, the Seller shall prepare a Confirmation Agreement that includes the terms of the proposed transaction and shall provide it to the Purchaser within five Business Days. The Purchaser shall have five Business Days to execute and return the Confirmation Agreement to the Seller. Should either Party fail to deliver the required documentation within the five Business Days, the other Party shall have the right to declare the proposed transaction void.

(b) **Confirmation Agreement**

Any purchase or sale of RECs pursuant to section 3(a) above shall be in the form of a Confirmation Agreement. Any modifications or amendments to an executed Confirmation Agreement must be mutually agreed upon by the Parties.

(c) **REC Price, Vintage and Generating Unit**

The REC price in dollars per MWh, Vintage(s) and Generating Unit(s) shall be as specified in each Confirmation Agreement.

(d) **Use of WREGIS Accounts**

BPA and BEF have each established their own individual WREGIS accounts. As such, for those Generating Units that have been registered with WREGIS, Seller shall use WREGIS to effect the transfer of RECs associated with Purchaser's REC purchase. For all REC transfers made under WREGIS, WREGIS provides the Parties independent verification of RECs transferred under each Confirmation Agreement. The Parties agree that by transferring RECs via WREGIS, the use of paper Attestations is unnecessary. However, for any Generating Units listed in Exhibit A that have not been registered with WREGIS, Seller shall provide Purchaser with Wholesale and Generator Attestations pursuant to section 3(e) below.

Seller shall pay any WREGIS fees associated with the transfer of RECs to Purchaser's WREGIS account. Each Party shall pay all other fees associated with its WREGIS account.

(e) **Attestations for REC Sales**

For any Generating Units that have not been registered with WREGIS, the following provisions shall apply.

(1) **Wholesale Attestation**

The Seller shall deliver to the Purchaser (or as directed by Purchaser), a Wholesale Attestation(s) for each Confirmation Agreement executed under this Agreement. Such Wholesale Attestation(s) shall be delivered to the Purchaser pursuant to the terms of each Confirmation Agreement. An example of a Wholesale Attestation is provided in

Exhibit D, "Attestation from Wholesale Provider of Electricity or TRCs."

(2) **Generator Attestation**

Unless otherwise specified in the Confirmation Agreement, Seller shall deliver to the Purchaser a Generator Attestation(s) signed by a representative for the Generating Unit associated with the RECs purchased and sold under each Confirmation Agreement. Such Generator Attestation(s) will be delivered to the Purchaser pursuant to the terms of each Confirmation Agreement. An example of a Generator Attestation is provided in Exhibit C, "Generator Registration Form and Attestation."

(3) **Information Required in Attestations**

Wholesale and Generator Attestations shall include the following information:

- (A) Quantity of RECs transferred;
- (B) Where the RECs were generated (name of generation facility, fuel type, EIA number, generation facility address, generation facility on-line date);
- (C) Month and year the RECs were generated;
- (D) Identity of Purchaser and Seller;
- (E) Attestation that Environmental Attributes have only been sold once and that the emissions offsets and other environmental characteristics have not been sold separately; and
- (F) Contact person and phone number.

4. **BILLING AND PAYMENT**

(a) **Billing**

Unless specified otherwise in a Confirmation Agreement, the Parties shall bill each other monthly for RECs sold under this Agreement. The Parties shall send all bills on the bill's issue date either electronically or by mail, at the other Party's requested option. If electronic transmittal of the entire bill is not practical, the Parties shall transmit a summary electronically and send the entire bill by mail.

(b) **Payment**

The Parties shall pay all bills electronically in accordance with instructions on the bill. Payment of all bills must be received by the 20th day after the issue date of the bill (Due Date). If the 20th day is a Saturday, Sunday, or Federal holiday, the Due Date is the next Business Day.

(c) **Late Payments**

After the Due Date, a late payment charge shall be applied each day to any unpaid balance and shall equal to the higher of:

- (1) the Prime Rate for Large Banks as reported in the Wall Street Journal on the first business day of the month in which payment is received plus 4 percent divided by 365; or
- (2) the Prime Rate times 1.5, divided by 365.

(d) **Disputed Bills**

In case of a billing dispute, the disputing Party shall note the disputed amount and pay its bill in full by the Due Date. Unpaid bills (including both disputed and undisputed amounts) are subject to late payment charges provided above. If the disputing Party is entitled to a refund of any portion of the disputed amount, then the paid Party shall make such refund with simple interest computed from the date of receipt of the disputed payment to the date the refund is made. The daily interest rate used to determine the interest is calculated by dividing the Prime Rate for Large Banks as reported in the Wall Street Journal by 365. The applicable Prime Rate for Large Banks shall be the rate reported on the first Business Day of the month in which payment is received.

5. **EVENTS OF DEFAULT**

An event of default under this Agreement ("Event of Default") means with respect to a Party (the "Defaulting Party") any of the following:

- (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within 5 Business Days after notice of such failure is given to the Defaulting Party;
- (b) the unexcused failure of Seller to deliver RECs required to be delivered under the REC transaction;
- (c) the institution, with respect to the Defaulting Party, of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's right or a petition is presented or instituted for its winding-up or liquidation;
- (d) any other material default occurs under any REC transaction between the Parties.

6. **REMEDIES OF DEFAULT**

If an Event of Default occurs and is continuing, the non-defaulting Party may, in its sole discretion, provide written notice to the Defaulting Party that designates a day no earlier than 20 calendar days following the date of such notice as an early termination date ("Early Termination Date"); *provided, however, that all REC*

transactions and this Agreement in respect thereof will automatically terminate, effective on the Early Termination Date.

7. NOTICES

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (a) delivered in person;
- (b) by a nationally recognized delivery service with proof of receipt;
- (c) by United States Certified Mail with return receipt requested;
- (d) electronically, if both Parties have means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (e) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change or other mutually agreed method. The Parties shall deliver notices to the following person and address:

If to BONNEVILLE ENVIRONMENTAL
FOUNDATION
Bonneville Environmental Foundation
240 SW 1st. Avenue
Portland, OR 97204

Attn: VP, Finance & Operations
Phone: 503-248-1905
FAX: 503-248-1908

If to BPA:

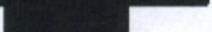
Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621
Attn: Debra J. Malin – PTL-5
Account Executive
Phone: 503-230-5701
FAX: 503-230-3681

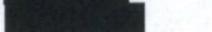
Billing Information:

For BEF:

Attn: Accounting
Phone: 503-248-1905
FAX: 503-248-1908

Bank: 

Account No. 

Routing No. 

For BPA:

Attn: Customer Billing
Phone: 503-230-4211
FAX: 503-230-3266

Electronic transfer/

Accounts Receivable:

Phone: (503) 230-3574

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by federal law. BEF and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers. Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in

this section, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

(a) **Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of BEF or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from arbitration under this section, then BEF may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section.

(b) **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 8(a) above, shall be subject to arbitration, as set forth below.

BEF may request that BPA engage in binding arbitration to resolve any dispute. If BEF requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section and sections 8(c) and 8(d) are met. BPA may request that BEF engage in binding arbitration to resolve any dispute. In response to BPA's request, BEF may agree to binding arbitration of such dispute, provided that the remaining requirements of this section and sections 8(c) and 8(d) are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 8(a) above and is not resolved via binding arbitration, unless BEF notifies BPA that it does not wish to proceed with nonbinding arbitration.

(c) **Arbitration Procedure**

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best

efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

(d) **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

(e) **Finality**

(1) In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.

(2) In nonbinding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

(f) **Arbitration Costs**

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

9. **STANDARD PROVISIONS**

(a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. BPA's refusal to consent to assignments shall not be

considered unreasonable if the sale of REC by BPA to the assignee would violate any applicable statute. BEF may not transfer or assign this Agreement to any of its retail customers.

(c) **Exhibits**

The exhibits listed in the table of contents are incorporated into this Agreement by reference. The exhibits may only be revised upon mutual agreement between the Parties unless otherwise specified in this Agreement or in the exhibits. The body of this Agreement shall prevail over the exhibits to this Agreement in the event of a conflict.

(d) **Freedom of Information Act (FOIA)**

BPA may release information provided by BEF to comply with FOIA or if required by any other Federal law or court order. For information that BEF designates in writing as proprietary, BPA will limit the use and dissemination of that information within BPA to employees who need the information for purposes of this Agreement.

(e) **Information Exchange and Confidentiality**

The Parties shall provide each other with any information that is reasonably required and requested by either Party, in writing, to operate under and administer this Agreement, including information needed to resolve billing disputes. Such information shall be provided in a timely manner. Information may be exchanged by any means agreed to by the Parties. If such information is subject to a privilege of confidentiality, a confidentiality agreement, or statutory restriction under state or Federal law on its disclosure by a Party to this Agreement, then that Party shall endeavor to obtain whatever consents, releases, or agreements are necessary from the person holding the privilege to provide such information, while asserting the confidentiality over the information. Information provided to BPA that is subject to a privilege of confidentiality or nondisclosure shall be clearly marked as such and BPA shall not disclose such information without obtaining the consent of the person or Party asserting the privilege, consistent with BPA's obligations under the Freedom of Information Act. BPA may use such information as necessary to provide service or timely bill for service under this Agreement. BPA shall only disclose information received under this provision to BPA employees who need the information for purposes of this Agreement.

(f) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(g) **Severability**

If any term of this Agreement is found to be invalid by a court of competent jurisdiction, then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is

determined not to be severable from all other provisions of this Agreement by such court.

(h) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (1) any planned curtailment or interruption of long-term firm transmission service if such curtailment or interruption prevents the operation of one or more Generating Units.
- (2) strikes or work stoppage;
- (3) floods, earthquakes, or other natural disasters; and
- (4) orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (a) immediately notify the other party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (b) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (c) keep the other Party apprised of such efforts on an ongoing basis; and (d) provide written notice of the resumption of performance. Written notices sent under this section must comply with section 7, Notices.

(i) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

10. **TERMINATION PROVISIONS**

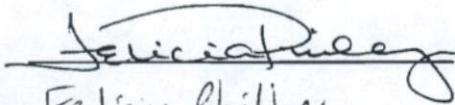
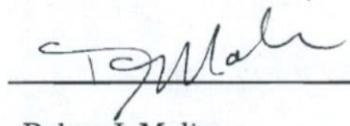
Each Party shall have the right to terminate this Agreement upon 30 calendar days' written notice to the other Party; *provided, however*, that if any Confirmation Agreement between the Parties remains in effect after the termination date of this Agreement and incorporates by reference, individually or generally, provisions of this Agreement, such provisions shall survive the termination of this Agreement and be binding on the Parties until after the termination of the last such agreement.

11. **SIGNATURES**

The signatories represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

BONNEVILLE ENVIRONMENTAL
FOUNDATION

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

| | | | |
|-------|---|-------|--|
| By |  | By |  |
| Name | <u>Felicia Phillips</u> <small>(Print/Type)</small> | Name | <u>Debra J. Malin</u> <small>(Print/Type)</small> |
| Title | <u>Vp, Finance, Operations</u> | Title | <u>Account Executive</u> |
| Date | <u>11/2/09</u> | Date | <u>11/16/09</u> |

**Exhibit A
GENERATING UNITS**

1. GENERATING UNITS

RECs will be associated with energy generated at one or all of the following Generating Units:

| Project | Location | On line | BPA's share of Capacity (MW) |
|---------------------|--|----------------|-------------------------------------|
| Foote Creek I Wind | Carbon County, WY | 4/99 | 15.3 |
| Foote Creek II Wind | Carbon County, WY | 10/99 | 1.8 |
| Stateline Wind | Walla Walla County, WA & Umatilla County, OR | 7/01 | 90.4 |
| Condon Wind | Gilliam County, OR | 12/01 | 49.8 |
| Klondike I Wind | Sherman County, OR | 12/01 | 24 |
| Klondike III Wind | Sherman County, OR | 11/07 | 50 |

2. REVISIONS

BPA may unilaterally revise this exhibit for the purpose of keeping current with BPA's Generating Unit portfolio.

**Exhibit B
CONFIRMATION AGREEMENT FORMAT**



Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

POWER SERVICES

Date:

To:

Attn:
Phone:
Fax:

BPA Contacts:

| | |
|-------------|--------------|
| Debra Malin | 503-230-5701 |
| Jamie Sims | 503-230-3886 |

RENEWABLE ENERGY CERTIFICATE CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by the Bonneville Power Administration (BPA) and Iberdrola Renewables. Transactions hereunder are in accordance with the Reference Contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the Reference Contract listed below.

| | |
|-----------------------------|-------------------------------|
| Transaction Date | |
| Customer Number | |
| Reference Contract | |
| BPA Contract | 09PB- XXXXX |
| BPA Contact | Debra Malin |
| BEF Contact | |
| Seller | |
| Buyer | |
| Start Date | |
| End Date | |
| Total MWh | |
| Price (\$ per MWh) | |
| Monthly Revenue | |
| Specific Resource(s) | |
| Total Revenue | |
| Type of Product | Renewable Energy Certificates |
| Other | |

Billing

Billing and payment under this Confirmation Agreement shall be in accordance with the Reference Contract.

Other

Sales under this Confirmation Agreement are NOT sales of physical power; they are sales of Non-Power Attributes associated with power generated by specified Generating Units. As such, the monthly MWh and revenue amounts shown above are for BPA internal accounting purposes only and do not necessarily match the shape of generation from Generating Units.

This Confirmation Agreement contains all of the terms and conditions of this transaction and may not be varied or contradicted by any other writing without the express agreement of BPA and BEF.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

BONNEVILLE ENVIRONMENTAL
FOUNDATION

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

| | |
|---|--------------------------------|
| By _____ | By _____ |
| Name <u>Felicia Phillips</u> | Name <u>Debra J. Malin</u> |
| <small>(Print/Type)</small> | <small>(Print/Type)</small> |
| Title <u>VP, Finance & Operations</u> | Title <u>Account Executive</u> |
| Date <u>11/12/09</u> | Date _____ |

**Exhibit C
GENERATOR REGISTRATION FORM AND ATTESTATION**

Facility Information

Check One: RECs Electricity

Name of Generation Facility: _____

Company Name ["Seller"]: _____

Address of Facility: _____

Facility ID Number¹: _____ EIA or QF? (circle one)

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

List the renewable MWh generated in each quarter on separate forms. Non-renewable generation can be listed by calendar year.

| Fuel Type | Capacity (MW) | # MWh TRCs / Power Sold | Date Facility was 1 st Operational (mm/yy) ² | Period of Generation (Q#/yy or mm/yy) | NOx Emissions (Lb./MWh) | SO ₂ Emissions (Lb./MWh) | CO ₂ Emissions (Lb./MWh) |
|-------------------------------------|---------------|-------------------------|--|---------------------------------------|-------------------------|-------------------------------------|-------------------------------------|
| Landfill Gas ³ | | | | | | | |
| Digester Gas ⁴ | | | | | | | |
| Biomass ⁵ | | | | | | | |
| Geothermal | | | | | | | |
| Eligible Hydroelectric ⁶ | | | | | | | |
| Wind | | | | | | | |
| Solar electric | | | | | | | |
| Coal | | | | | | | |
| Large Hydroelectric | | | | | | | |
| Natural Gas | | | | | | | |
| Oil | | | | | | | |
| Diesel | | | | | | | |
| Other non-renewable fuel: | | | | | | | |

¹ Please enter Energy Information Administration (EIA) identification number for the generating facility. If the facility does not have an EIA number, please enter the utility-assigned Qualifying Facility (QF) identification number.

² For facilities that have added new renewable capacity, please indicate the amount and operational date of the new capacity and the existing capacity.

³ Annual energy weighted average NOx Emissions data is required for Landfill Gas generation resources located in Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, Minnesota, Georgia and North Carolina.

⁴ Annual energy weighted average NOx Emissions data is required for digester Gas generation resources located in New York, Minnesota, Georgia and North Carolina.

⁵ Annual energy weighted average NOx emissions data is required for all other non-landfill gas and non-digester gas biomass resources located in: Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Maryland, District of Columbia, Pennsylvania, Delaware, Virginia, Minnesota, Georgia and North Carolina.

⁶ Indicate basis of eligibility for hydroelectric (with "x"): < 30 MW, FERC Relicensed post 1986 (NY or New England only), Low Impact Hydro Institute (LIHI) certified.

Declaration:

I, (print name and title) _____, declare that the (indicate with "x") ___ electricity/ ___ renewable attributes listed above were sold exclusively from: (Seller) _____ to:

(Purchaser) _____.

I further declare that:

- 1) all the renewable attributes, including any emissions reduction credits or emissions allowances, represented by the renewable electricity generation listed above were transferred to the Purchaser above;
- 2) to the best of my knowledge, the renewable attributes were not sold, marketed or otherwise claimed by a third party;
- 3) (Seller) _____ sold the renewable attributes only once;
- 4) the renewable attributes or the electricity that was generated with the attributes was not used to meet any federal, state or local renewable energy requirement, renewable energy procurement, renewable portfolio standard, or other renewable energy mandate by (Seller) _____, nor to the best of my knowledge, by any other entity;
- 5) the renewable power sold or renewable power associated with the attributes sold was not used on-site for powering electric generation equipment (parasitic load);
- 6) the electrical energy that was generated with the attributes was not separately sold, separately marketed or otherwise separately represented as renewable energy by (Seller), or, to the best of my knowledge, any other entity.

NO_x, SO₂, and CO₂ emissions information is provided for all fossil-fueled generation, and NO_x emission information is also provided for biomass, landfill gas, and digester gas generation as required.

As an authorized agent of (Seller), _____,

I attest that the above statements are true and correct.

Signature: _____ Date: _____

Place of Execution: _____

Additional Statement Required by Biomass Generators

I attest that no more than five percent (5%) fossil fuels and other fuels that are not on the relevant Green-e list of Qualifying Sources of Renewable Generation, measured on a BTU basis, were used, including as a start-up, pilot or supplemental fuel, to produce the electricity and/or TRCs in the above Green-e eligible biomass generation plant or biomass boiler.

Signature

Date

Place of Execution

Additional statement required of Seller selling electricity to Purchaser.

I declare that the electricity listed above was delivered into the regional grid as follows:

- PJM, PA, OH, IL, MI, or VA for sales in PA, NJ, MD, DC, DE, and VA;
- ECAR for sales in OH;
- ISO New England for sales in CT, VT, NH, ME, RI, and MA;
- WECC for sales in CA, OR, WA and ID; and
- NY ISO for sales in NY.

Signature

Date

Place of Execution

As an authorized agent of (Wholesale Provider) _____.

I attest that the above statements are true and correct.

Signature

Date

Place of Execution

Additional statement required of provider selling electricity.

I declare that the electricity listed above was delivered into the regional grid as follows:

- PJM, PA, OH, IL, MI, or VA for sales in PA, NJ, MD, DC, DE, and VA;
- ECAR for sales in OH;
- ISO New England for sales in CT, VT, NH, ME, RI, and MA;
- WECC for sales in CA, OR, WA and ID; and
- NY ISO for sales in NY.

Signature

Date

Place of Execution



Bonneville Power Administration
 P.O. Box 3621
 Portland, Oregon 97208-3621

POWER SERVICES

REDACTED VERSION

Date: August 10, 2010

To: Bonneville Environmental Foundation
 240 SW First Avenue
 Portland, OR 97204

Attn: David Wang
 Phone: 503-248-1905
 Fax: 503-248-1908

| | |
|----------------------|--------------|
| BPA Contacts: | |
| Debra Malin | 503-230-5701 |
| Jamie Sims | 503-230-3886 |

RENEWABLE ENERGY CERTIFICATE CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by the Bonneville Power Administration (BPA) and Bonneville Environmental Foundation (BEF). Transactions hereunder are in accordance with the Reference Contract listed below. Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the Reference Contract listed below.

| | |
|-------------------------------|-----------------------------------|
| Transaction Date | August 10, 2010 |
| Customer Number | 10831 |
| Reference Contract | 09PB-12130 |
| BPA Contract | 10PB-12268 |
| BPA Contact | Debra Malin |
| BEF Contact | David Wang |
| Seller | BPA |
| Buyer | BEF |
| REC Vintage Start Date | July 1, 2010 |
| REC Vintage End Date | September 30, 2010 |
| Total RECs | 25,000 |
| Price (\$ per MWh) | ██████████ |
| Specific Resource(s) | Condon, Klondike I and Stateline. |
| Total Revenue | ██████████ |
| Type of Product | Renewable Energy Certificates |

Billing and Payment

BEF shall purchase RECs associated with the quantities listed above.

Billing and payment under this Confirmation Agreement shall be in accordance with the Reference Contract. BEF shall be billed three equal ██████████ monthly amounts appearing on the August (issued in September 2010), September and October 2010 bills.

AUG 20 2010

Other

Sales under this Confirmation Agreement are NOT sales of physical power; they are sales of Environmental Attributes associated with power generated from the following wind projects: Condon, Klondike I and Stateline.

BPA shall transfer the aforementioned WREGIS RECs to BEF's WREGIS account within 10 Business Days of BPA's receipt of such RECs in BPA's WREGIS account.

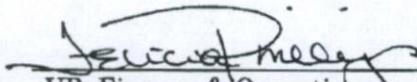
This Confirmation Agreement contains all of the terms and conditions of this transaction and may not be varied or contradicted by any other writing without the express agreement of BPA and BEF.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

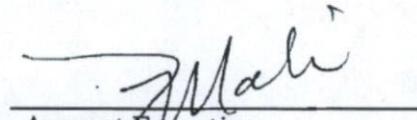
BONNEVILLE ENVIRONMENTAL
FOUNDATION

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By


VP, Finance & Operations

By


Account Executive

Name

Felicia Phillips
(Print/Type)

Name

Debra J. Malin
(Print/Type)

Date

8/11/10

Date

8/18/10