

PUGET SOUND ENERGY, INC.

Attachment "A" Agreement

Schedule 91

Power Purchase Agreement

Between

Puget Sound Energy, Inc.

and

[Name of Producer]

PUGET SOUND ENERGY, INC.

CONTENTS

SECTION 1. DEFINITIONS5

SECTION 2. PURCHASE AND SALE OF ENERGY, ENVIRONMENTAL
ATTRIBUTES AND REPORTING RIGHTS9

 2.1 General9

 2.2 Date of Commercial Operation10

 2.3 Purchase Price for Energy10

 2.4 Payment for Energy10

 2.5 Delivery of Energy11

 2.6 Purchase of Environmental Attributes and Reporting Rights11

 2.7 Arbitration11

SECTION 3. OPERATION OF THE PROJECT13

 3.1 Permits and Other Rights13

 3.2 Performance13

 3.3 Interconnection14

 3.4 Responsibility15

 3.5 Coordination of Project Operation15

 3.6 Metering16

 3.7 Disconnection by PSE17

 3.8 Protection of Persons and Property17

 3.9 Release and Indemnity18

 3.10 Insurance18

SECTION 4. ACCESS AND INFORMATION21

 4.1 Access21

 4.2 Inspections22

 4.3 Information22

SECTION 5. LIMITATIONS OF LIABILITY; ADEQUATE ASSURANCE
OF PERFORMANCE22

 5.1 Excusable Delay22

PUGET SOUND ENERGY, INC.

5.2 Release by PSE.....	24
5.3 Release by Customer-Generator.....	24
5.4 Adequate Assurance of Performance	25
SECTION 6. TRANSFER.....	25
SECTION 7. TERMINATION	26
7.1 Termination; Cancellation.....	26
7.2 Rights and Remedies Cumulative	27
SECTION 8. MISCELLANEOUS.....	27
8.1 Qualifying Facility Status.....	27
8.2 Notices.....	28
8.3 Governmental Authority.....	29
8.4 No Partnership	29
8.5 Nonwaiver	29
8.6 Survival.....	30
8.7 Entire Agreement.....	30
8.8 Successors and Assigns	30
8.9 No Unspecified Third-Party Beneficiaries	30
8.10 Amendment	30
8.11 Implementation.....	31
8.12 Invalid Provision; Continuing Validity	31
8.13 Applicable Law	31
SECTION 9. RELIABILITY MANAGEMENT SYSTEM.....	31
9.1 Purpose	31
9.2 Compliance.....	31
9.3 Payment of Sanctions	32
9.4 Transfer of Control or Sale of Project.....	32
9.5 Publication.....	32
9.6 Third Parties	32
9.7 Reserved Rights.....	33

PUGET SOUND ENERGY, INC.

9.8 Severability	33
9.9 Termination	33
9.10 Mutual Agreement.....	33
SECTION 1. SALE OF RECS	38
SECTION 2. COMPENSATION.....	39
SECTION 3. PERFORMANCE BY SELLER	39
SECTION 4. MATERIALS, INFORMATION, PROPERTY AND OTHER ITEMS	40
SECTION 5. RELEASE.....	41
SECTION 6. MISCELLANEOUS.....	41
SECTION 1. TERM AND TERMINATION.....	44
SECTION 2. WREGIS DOCUMENTS	45
SECTION 3. DEFINITIONS	45
SECTION 4. EXHIBIT	45
SECTION 5. QUALIFIED REPORTING ENTITY	46
SECTION 6. SCOPE.....	46
SECTION 7. REPORTING.....	47
SECTION 8. MEASUREMENT.....	47
SECTION 9. PAYMENT AND PRICING	48
SECTION 10. INDEMNITY, HOLD HARMLESS AND WAIVER	48
SECTION 11. CONFIDENTIALITY	49
SECTION 12. MISCELLANEOUS.....	49
SECTION 13. NOTICES AND CONTACT INFORMATION.....	51

PUGET SOUND ENERGY, INC.

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (this "Agreement"), dated as of [redacted], is made by and between Puget Sound Energy, Inc., a Washington corporation ("PSE"), [Name of Producer] ("Customer-Generator"). Each of PSE and Customer-Generator is sometimes referred to herein in the singular as a "Party" and in the plural as the "Parties."

RECITALS

A. PSE is an investor-owned electric utility company and is interested in acquiring a firm supply of electric power at a reasonable cost.

B. Customer-Generator owns and operates [description of the resource]. Customer-Generator intends to continue to own and operate such project and desires to sell to PSE the net electrical output generated from such project pursuant to the terms and conditions of this Agreement.

C. The nameplate rating of such project's generator[s] is [redacted] megawatt[s]. Customer-Generator has elected not to participate in PSE's competitive bidding solicitation.

D. PSE considers the purchase of the output of such project to be the purchase of firm power, and, for purposes of the Pacific Northwest Coordination Agreement, PSE considers that the project meets the definition of a "Firm Resource."

AGREEMENT

The Parties therefore agree as follows:

Section 1. Definitions

Whenever used in this Agreement, the following capitalized terms shall have the following respective meanings, unless the particular context clearly requires a different meaning:

1.1 "Agreement," "PSE," "Customer-Generator," "Party" and "Parties" have the respective meanings set forth above.

PUGET SOUND ENERGY, INC.

1.2 "Applicable Program" means any state, federal, international or foreign renewable portfolio standard, renewable energy certification program or organization, emissions reduction program or organization, or other similar program or organization with respect to which it exists a market, registry or reporting for particular Environmental Attributes. An Applicable Program includes, without limitation, any legislation or regulation concerned with renewable energy, oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or with implementing the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by any governmental authority, or under any present or future state, federal, international or foreign renewable energy credits, Environmental Attributes or emissions trading program. Applicable Program does not include legislation providing for production or investment tax credits or other direct third party subsidies for generation by the applicable generating facility.

1.3 "Commencement Date" means 0000 hours on [effective date of Agreement].

1.4 "Construction Activities" means all design, engineering, procurement, construction and other activities related to the inspection, testing, repair, replacement, improvement, alteration, modification, licensing or permitting of, or addition to, the Project and to the acquisition or preservation of rights in the Project property, together with all activities to be performed by Customer-Generator for the continuation of interconnection of the Project with PSE's electric system.

1.5 "Date of Commercial Operation" means the date acknowledged by the Parties in writing as the date, after performance testing of the generator[s] has been completed, upon which the Project generator[s] is capable of delivering energy on a continuous basis in accordance with paragraph 2.5, which acknowledgement shall not be unreasonably withheld or delayed by either Party.

1.6 "Environmental Attribute" means any and all certificates (including, without limitation, RECs), credits, benefits, emissions reductions, environmental air quality credits and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the specified energy by the specified resource and the delivery of the specified energy to the electricity grid, and include without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change

PUGET SOUND ENERGY, INC.

("UNFCCC") or the Kyoto Protocol to the UNFCCC or crediting "early action" with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator (collectively with any state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, the "CAMD"), but specifically excluding only the applicable federal and state production and investment tax credits, if any.

1.7 "Excusable Delay" has the meaning set forth in paragraph 5.1.

1.8 "FERC" means the Federal Energy Regulatory Commission or any successor regulatory authority.

1.9 "FERC Order" means the license, or exemption from licensing, under the Federal Power Act issued by FERC for the construction, operation and maintenance of the Project, as amended from time to time.]

1.10 "Indemnitees" means PSE, its successors and assigns, and the respective directors, officers, shareholders, employees, agents and representatives of PSE and its successors and assigns.

1.11 "Member" means any party to the WECC Agreement.

1.12 "Monthly Energy" means electrical output actually delivered from the Project to the Point of Delivery, adjusted for losses pursuant to paragraph 3.6, during any month during the Operating Period.

1.13 "Nonpower Attributes" whether or not such term is used with initial capitalization, has the definition set forth in RCW 19.285.030.

1.14 "Operating Period" means the period commencing at 0000 hours on the Date of Commercial Operation, and, unless sooner terminated pursuant to paragraph 7.1, ending at 0000hours on [specify anniversary of the Date of Commercial Operation, not earlier than the fifth anniversary].

1.15 "Point of Delivery" means the point on PSE's electric distribution system where energy from the Project is to be delivered to PSE, as shown on the diagram attached hereto as Exhibit A.

1.16 "Project" means [description of resource technology, capacity and location], Washington, together with all equipment, facilities, structures,

PUGET SOUND ENERGY, INC.

improvements, alterations, modifications, additions, betterments, property and property rights (e.g., for access to the Project) thereof or related thereto. An electrical diagram of the Project is set forth in the attached Exhibit B.

1.17 "Prudent Electrical Practice" means:

(a) those practices, methods and acts which when engaged in are commonly used in prudent electrical engineering and operations to operate electric equipment lawfully and with safety, reliability, efficiency and expedition; or

(b) if there are no practices, methods or acts referred to in paragraph 1.17(a), then those practices, methods and acts which in the exercise of reasonable judgment considering the facts known when engaged in, could have been expected to achieve the desired result consistent with applicable law, safety, reliability, efficiency and expedition.

Prudent Electrical Practice is not limited to the optimum practice, method or act, but rather is a spectrum of possible practices, methods or acts.

1.18 "Reliability Management System" or "RMS" means the contractual reliability management program implemented through the WECC Reliability Criteria Agreement, Section 2 of the Reliability Management System Agreement and any similar contractual arrangement to which the Western Electricity Coordinating Council is a party.

1.19 "Reliability Management System Agreement" means the Reliability Management System Agreement dated April 26, 2004, between the WECC and PSE.

1.20 "Renewable Energy Credit" or "REC" means a tradable certificate of proof of one megawatt-hour of an eligible renewable resource as defined in RCW 19.285.030, which certificate (a) includes all of the nonpower attributes associated with such megawatt-hour of electricity and (b) is verified by the Applicable Program.

1.21 "Reporting Rights" means the right to report to an agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future state, federal, international or foreign emissions trading program, exclusive ownership of the Environmental Attributes associated with the Project.

PUGET SOUND ENERGY, INC.

1.22 "Transfer" means any sale, assignment, encumbrance, disposition or other transfer, at any time, whether voluntary, involuntary, by operation of law or otherwise, of all or any portion of Customer-Generator's rights, title or interests in or to the Project or the output of the Project or in, to or under this Agreement.

1.23 "WECC" means the Western Electricity Coordinating Council or any successor entity.

1.24 "Western Interconnection" means the area comprising those states and provinces, or portions thereof, in Western Canada, northern Mexico and the western United States in which members of the WECC operate synchronously connected transmission systems.

1.25 "WECC Agreement" means the Western Systems Coordinating Council Agreement dated March 20, 1967, as such may be amended from time to time.

1.26 "WECC Reliability Criteria Agreement" means the Western Systems Coordinating Council Reliability Criteria Agreement dated November 1, 2000, among the WECC and certain of its member transmission operators, as such may be amended from time to time.

1.27 "WECC Staff" means those employees of the WECC, including personnel hired by the WECC on a contract basis, designated as responsible for the administration of the RMS.

1.28 "WUTC" means the Washington Utilities and Transportation Commission or any successor regulatory agency.

Section 2. Purchase and Sale of Energy, Environmental Attributes and Reporting Rights

2.1 General

Subject to the provisions of this Agreement and PSE's Electric Tariff G, PSE purchases and shall take from Customer-Generator, and Customer-Generator sells and shall deliver to PSE, the entire net electrical output of the Project (i.e., the total output of the Project reduced by any amounts of electric power and energy used in connection with the operation of the Project and losses from the Project generator[s] to the Point of Delivery) during the Operating Period.

PUGET SOUND ENERGY, INC.

2.2 Date of Commercial Operation

Customer-Generator shall notify PSE in writing of the date that, in the judgment of Customer-Generator, is the date upon which the Project generator[s] is capable of delivering energy on a continuous basis in accordance with paragraph 2.5.

2.3 Purchase Price for Energy

(a) For Monthly Energy, PSE shall pay to Customer-Generator an amount equal to the rate for energy set forth in Schedule 91 of PSE's Electric Tariff G ("Schedule 91"), as specified in Exhibit C attached hereto. Customer-Generator hereby elects the [production proxy price/market price] [fixed price] option under Schedule 91. A sample calculation of the amount payable for Monthly Energy is attached as Exhibit C to this Agreement.

(b) If any payment pursuant to paragraph 2.3(a) is based on the Market Price (as defined in Schedule 91), the following shall apply:

(i) If Dow Jones reports none of the energy prices at Mid-Columbia for any given short-term period during the Operating Period, or if any permanent replacement index established pursuant to paragraph 2.3(b)(ii) is not reported for any given short-term period during the Operating Period, then the index price for each hour of such unreported period shall be equal to the quantity-weighted prices of energy delivered or received by PSE during such hour under short-term (24 hours or less) wholesale sales and purchases by PSE.

(ii) If Dow Jones ceases to report any of the energy prices at Mid-Columbia, or if the methodology to determine any of said reported energy prices is materially modified or changed, the Parties shall select a mutually agreeable replacement index, reported by a reputable third party, that reflects actual transactions. If, after 30 days, the Parties are at an impasse in selecting a mutually agreeable replacement index, the issue shall be referred to arbitration, in accordance with paragraph 2.7, for the limited and specific purpose of determining the replacement index that best replicates the Dow Jones Mid-Columbia Electricity Index (based on Mid-Columbia energy prices as they were reported on the date of execution of this Agreement).

2.4 Payment for Energy

Any amount payable in accordance with paragraph 2.3 for Monthly Energy shall be paid by PSE on or before the last day of the next following calendar month.

PUGET SOUND ENERGY, INC.

2.5 Delivery of Energy

Customer-Generator shall deliver the output of the Project to PSE [on a continuous and reliable basis] [do not include this bracketed phrase for run-of-river hydro projects] at the Point of Delivery and in the form of three-phase, sixty hertz, alternating electric current at a voltage as specified from time to time by the PSE System Operator, and at all times at not less than five percent (5%) below and not more than five percent (5%) above the nominal volts provided by PSE (e.g., 12,470 V). The requirements of the preceding sentence shall be subject to adjustment by PSE from time to time to reflect changes in PSE's electric system pursuant to paragraph 3.3. Customer-Generator shall limit kilowatt flows through the Point of Delivery so that such flows shall not at any time exceed [] kilowatts. These requirements shall be met at the Point of Delivery, during all hours of operation and in all operating conditions. Customer-Generator shall have full responsibility for such delivery of energy from the Project directly to PSE's electric system.

2.6 Purchase of Environmental Attributes and Reporting Rights

Customer-Generator shall offer to PSE the right to purchase all Environmental Attributes (including, but not limited to, RECs) and Reporting Rights associated with the energy generated by the Project. PSE shall have an option (the "Environmental Attribute Option") during the Operating Period and for a period of one (1) year after the end of the Operating Period to purchase, at the vintage year prices offered by Customer-Generator and pursuant to terms and conditions set forth in the attached Exhibit D, all of the Environmental Attributes and Reporting Rights associated with the energy generated by the Project during the Operating Period; provided, that Customer-Generator shall not offer to PSE any price for Environmental Attributes that exceeds the then-current market price for such Environmental Attributes. Any purchase by PSE of any nonpower attributes pursuant to the terms set forth in the attached Exhibit D shall be deemed to constitute a contemporaneous purchase by PSE, at no additional charge, of all Reporting Rights for such nonpower attributes. The Environmental Attributes Option shall be exercisable at any time by PSE. PSE shall have the right to exercise the Environmental Attributes Option by giving Customer-Generator written notice of such exercise. Customer-Generator may appoint PSE as its REC reporting entity upon execution of the Optional Qualified Reporting Entity Service Agreement as set forth in the attached Exhibit E.

2.7 Arbitration

(a) If the selection of a mutually agreeable replacement index is referred to arbitration pursuant to paragraph 2.3(b)(ii), such arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, in Pierce County or King County, Washington, before

PUGET SOUND ENERGY, INC.

three arbitrators. The arbitrators are authorized to resolve such issue, consistent with the provisions of this Agreement, but shall not change the Agreement.

(b) The Party initiating arbitration ("Initiating Party") shall serve notice in writing upon the other Party. The other Party shall, within ten (10) working days after the receipt of such notice, appoint a second arbitrator by notice in writing to the Initiating Party. The two arbitrators so appointed shall appoint a third arbitrator. If such other Party fails to appoint a second arbitrator within such ten (10) working day period, or if the two so appointed by the Initiating Party and the other party do not appoint a third arbitrator within ten (10) working days following the appointment of the second arbitrator by such other Party, either Party, within thirty (30) working days following notification by the Initiating Party of the appointment of the first arbitrator, may have a second or third arbitrator, as the case may be, appointed from the AAA's Large Complex Case Panel. If pursuant to the immediately preceding sentence, either Party appoints or has appointed one or more arbitrators, then such Party shall give the other Party written notice of such appointment within one (1) day after the date of such appointment. Neither Party may discuss any matter to be arbitrated pursuant to this Agreement with any arbitrator after such arbitrator is appointed, without providing notice of such discussion to the other Party and reasonable opportunity to participate in such discussion.

(c) The rule for procedure, including discovery rules, for the conduct of the arbitration pursuant to this Agreement shall be determined by a majority vote of the arbitrators. Such rules may permit such depositions or other discovery deemed necessary by a majority of the arbitrators for a fair hearing. The award shall be rendered within 60 days of the initiation of arbitration pursuant to this paragraph 2.7. No time limit in this paragraph 207 is jurisdictional.

(d) Within fifteen (15) business days following the appointment of the third arbitrator and notice thereof to each Party, each Party shall state in writing its position concerning the selection of a replacement index pursuant to paragraph 2.3(b)(ii) supported by the reasons therefor and submit such statement to the three arbitrators. If either Party fails timely to submit its position, the position submitted by the other Party shall be deemed to be the decision of the arbitrators, and the arbitration shall be deemed concluded. The arbitrators shall arrange for a simultaneous delivery of each Party's position to the other Party. The arbitrators shall select by majority vote which of the two proposed positions is most consistent with the provisions of this Agreement and shall have no right to propose a middle ground or any modification of either of the two proposed positions. The position the arbitrators so choose shall constitute the decision of the arbitrators and shall be final and binding upon the Parties.

PUGET SOUND ENERGY, INC.

(e) Any decision of the arbitrators may be confirmed or enforced in any court having jurisdiction. Notwithstanding the above, either of the Parties may bring court proceedings or claims against the other (i) solely as part of separate litigation commenced by an unrelated third party, or (ii) solely to obtain in the state or federal court in Pierce or King County, Washington, temporary or preliminary injunctive relief or other interim remedies pending conclusion of the arbitration. In the case of a contradiction between this paragraph 2.7 and the Commercial Arbitration Rules of the AAA, this paragraph shall control.

(f) Except to the extent expressly provided in this paragraph 2.7, nothing in this Agreement shall be construed as a waiver of any right or remedy available at law or equity.

Section 3. Operation of the Project

3.1 Permits and Other Rights

Customer-Generator shall obtain, maintain and comply with all permits, licenses, authorizations and other rights required to perform the Construction Activities, to own, operate, use and maintain the Project [(including, but not limited to, the FERC Order)] and to sell and deliver the new electrical output of the Project. Customer-Generator shall furnish to PSE on request copies of all documents granting, evidencing or otherwise related to such permits, licenses, authorizations and rights. Customer-Generator hereby represents that the Project is exempt from the licensing requirements under the Federal Power Act.

3.2 Performance

Customer-Generator shall perform the Construction Activities and shall own, operate, use and maintain the Project:

- (a) at its own risk and expense;
 - (b) in a safe, prudent, dependable, efficient, orderly, skillful and workmanlike manner;
 - (c) in compliance with the permits, licenses, authorizations and rights described in paragraph 3.1;
 - (d) in compliance with all applicable laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of any governmental authority; and
-

PUGET SOUND ENERGY, INC.

(e) in accordance with Prudent Electrical Practice.

3.3 Interconnection

3.3.1 Interconnection shall comply with PSE's standards for interconnection. To the extent that interconnection of the Project is provided for in Schedule 80 of PSE's Electric Tariff G, the terms and provisions of such Schedule 80 shall govern and control. The Customer-Generator shall enter into an interconnection agreement with PSE, such agreement to be in the form of Attachment "F" to PSE's Schedule 80 or in such other form as may be agreed to by the Parties.

3.3.2 Customer-Generator shall not alter or modify the Customer-Generator interconnection of the Project with PSE's electric system without prior written authorization from PSE, which authorization shall not be unreasonably withheld or delayed. Customer-Generator shall make any such interconnection, alteration or modification only in accordance with detailed plans, drawings and specifications consented to by PSE. Such plans, drawings and specifications shall be in conformance with Prudent Electrical Practice and with PSE's then-current standards and practices relating to the design and construction of electrical facilities.

3.3.3 Customer-Generator shall pay to PSE the amount of all costs and expenses reasonable incurred or to be incurred by PSE to furnish any equipment and perform any work or otherwise in connection with the interconnection of the Project with PSE's electric system. Customer-Generator shall advance to PSE all funds required for PSE to pay such costs as they are incurred. Such advance shall be made within thirty (30) days after Customer-Generator's receipt of PSE's request therefor. PSE shall retain ownership of all equipment and other items furnished by PSE and such equipment and items shall constitute part of PSE's electric system for purposes of this Agreement. Customer-Generator shall (a) furnish PSE, or reimburse to PSE its costs to acquire, such additional rights (e.g., fee title or perpetual easements to the land on which such equipment and items are located or access to such items is provided) as PSE may reasonably require to own, operate, maintain, repair, replace, modify, improve and otherwise deal with such equipment and items as part of PSE's electric system, both during and after the Operating Period, and (b) provide PSE with such indemnifications, and make such representations and warranties for the benefit of PSE, with respect to such additional rights and the environmental condition of such land, and land surrounding such land, as PSE shall request.

3.3.4 If PSE makes any alteration, modification or other change to its electric system that requires any alteration, modification or other change to the Project or interconnection (including, but not limited to, an upgrading of, or any voltage

PUGET SOUND ENERGY, INC.

change with respect to, any of PSE's facilities), then the costs of such changes to the Project or interconnection shall be borne by Customer-Generator. PSE shall use its reasonable best efforts to provide Customer-Generator reasonable advance notice of any such required changes to the Project or interconnection. Upon expiration or termination of the Operating Period, PSE shall have the right to disconnect the Project and remove all equipment and other items, ownership of which is retained by PSE pursuant to subparagraph 3.3.3.

3.4 Responsibility

Customer-Generator shall have full responsibility for the Construction Activities and for the ownership, operation, use and maintenance of the Project and for delivery of energy from the Project to PSE's electric system (whether by Customer-Generator, any of Customer-Generator's assignees, contractors or suppliers of any tier, or any other person or entity), notwithstanding any:

- (a) review, approval, consent, advice, recommendation, authorization, notice, inspection, test or other act by PSE;
- (b) failure or delay by PSE to review, approve, consent, advise, recommend, authorize, notify, inspect, test, disconnect (as contemplated under paragraph 3.7) or perform any act; or
- (c) knowledge or information of PSE.

No review, approval, consent, advice, recommendation, authorization, notice, inspection, test or other act by PSE regarding the Construction Activities or the ownership, operation, use or maintenance of the Project or the delivery of energy from the Project to PSE's electric system shall constitute or be interpreted or construed as, or be relied upon or held out by Customer-Generator or any other person or entity as, any warranty, representation or endorsement by PSE.

3.5 Coordination of Project Operation

Customer-Generator shall operate the Project on a reliable and sustained basis until the end of the Operating Period, subject to forced outages and outages for scheduled maintenance, repairs, replacements, improvements, alterations and modifications of, and additions to, the Project. Customer-Generator shall give PSE reasonable advance notice of any scheduled outage of a duration of thirty-six (36) hours or more. Without limiting the generality of the foregoing, Customer-Generator shall confine all scheduled outages to the months of May through July or as otherwise

PUGET SOUND ENERGY, INC.

requested by PSE. On or before [date] of each calendar year, Customer-Generator shall give PSE written notice of all outages scheduled for the remainder of the Operating Period. Customer-Generator shall give PSE notice of all other outages as soon as practicable.

3.6 Metering

All energy delivered under this Agreement shall be measured by meters to be owned, installed, operated and maintained by PSE. Such meters shall be set to compensate for any real energy losses and reactive energy losses incurred between the meters and the point where the average circuit load is half the generator peak output. Customer-Generator shall reimburse PSE for all costs reasonably incurred by PSE in connection with such metering (including, but not limited to, all costs of metering, telemetering, communication lines for remote billing data retrieval and other equipment to be installed by PSE for the Project). Such reimbursement shall be made by Customer-Generator within thirty (30) days after Customer-Generator's receipt of PSE's invoice therefor. All metering, telemetering and other equipment installed by PSE shall be and remain PSE's property, notwithstanding such reimbursement. If, upon test, such meters are found to be inaccurate by more than two percent (2%) or if such meters are for any reason out of service or fail to register, then the Parties shall use their best efforts to estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register by the best available means. In the event that, as a result of such estimate: (a) the amount of electrical energy credited to PSE is decreased, Customer-Generator shall reimburse PSE for any overpayment made by PSE, such reimbursement to be in the form of (i) a deduction from the next succeeding payment or payments by PSE for electrical energy due Customer-Generator pursuant to paragraph 2.3 or (ii) cash, if no such succeeding payments in an amount exceeding the amount of such overpayment are or shall be due; or (b) the amount of electrical energy credited to PSE is increased, PSE shall pay Customer-Generator for such increased credit for electrical energy, if any, at the purchase price set forth in paragraph 2.3. Notwithstanding the foregoing, if, upon test, PSE's meters for determining amounts of energy delivered under this Agreement are found to be inaccurate by not more than two percent (2%), then any previous recordings of such meters shall be deemed accurate. PSE shall promptly cause meters found to be inaccurate to be adjusted to correct such inaccuracy to the extent practicable. Metering shall be at [secondary][primary] voltage located at [the Point of Delivery][Project], and shall be adjusted for any applicable [line][and][transformation] losses.

3.7 Disconnection by PSE

PUGET SOUND ENERGY, INC.

PSE shall have the right at any time during the Operating Period, without incurring any liability therefor to Customer-Generator, to interrupt, suspend or curtail delivery, receipt or acceptance of delivery of energy from the Project (and, in the case of such interruption or suspension, delivery of energy to the Project under PSE's Electric Tariff G), if PSE determines (through manual operation, automatic operation or otherwise) in the exercise of its sole discretion that the failure to do so:

- (a) may endanger any person or property, or PSE's electric system, or any electric system with which PSE's system is interconnected;
- (b) may cause or contribute to an imminent significant disruption of electric service to PSE customers;
- (c) may interfere with any construction, installation, inspection, testing, repair, replacement, improvement, alteration, modification, operation, use or maintenance of, or addition to, PSE's electric system or other property of PSE;
- (d) is contrary to Prudent Electrical Practice; or
- (e) may interfere with the performance, integrity, reliability or stability of PSE's electric system or any system with which PSE's electric system is interconnected.

PSE shall promptly notify Customer-Generator of the reasons for any such interruption, suspension or curtailment. PSE shall use reasonable efforts to mitigate and limit the duration of any such interruption, suspension or curtailment.

3.8 Protection of Persons and Property

Customer-Generator shall use reasonable efforts to take all precautions that are necessary to prevent bodily harm to persons and damage to any property (including, but not limited to, the Project, PSE's electric system and any electric system with which PSE's electric system is interconnected) in connection with the Construction Activities or the interconnection of the Project with PSE's electric system. Customer-Generator shall use reasonable efforts to inspect all materials, tools, supplies, equipment, goods and other items used, consumed or incorporated in or during the Construction Activities or the interconnection of the Project to discover any conditions that involve a risk of bodily harm to persons or a risk of damage to any

PUGET SOUND ENERGY, INC.

property and shall be fully responsible for the discovery and correction of, and protection against, such conditions.

3.9 Release and Indemnity

Customer-Generator releases and shall defend, indemnify and hold harmless each of the Indemnitees from and against all claims, losses, harm, suits, liabilities, obligations, damages, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees and any incremental taxes payable by PSE on the amount of any indemnities paid by Customer-Generator to PSE pursuant to this paragraph 3.9) of whatsoever kind and nature (including, without limitation, relating to the injury to or death of any person, including employees of Customer-Generator) that may at any time or from time to time be imposed on, incurred by or asserted against any Indemnitee, arising out of or in connection with the Construction Activities, the interconnection of the Project with PSE's electric system, the delivery of energy from the Project to the Point of Delivery, the ownership, operation, use or maintenance of the Project, or the failure of Customer-Generator to have observed or performed any of Customer-Generator's obligations or liabilities under this Agreement. To the fullest extent permitted by applicable law, the foregoing shall apply regardless of any fault, negligence, strict liability or product liability of any Indemnitee and shall apply to any claim, action, suit or proceeding brought by any employee of Customer-Generator. However, Customer-Generator shall not be required to so defend, indemnify or hold harmless such Indemnitee from any claim, loss, harm, liability, damage, cost or expense to the extent caused by or resulting from the negligence of such Indemnitee or its directors, officers, employees, agents or representatives. Customer-Generator's indemnification liabilities pursuant to this Agreement shall not be limited to the extent of its insurance coverages.

3.10 Insurance

During the period commencing with the Commencement Date and ending, with respect to insurance coverage described in subparagraphs 3.10.1 and 3.10.2, one (1) year following the earlier of the expiration or termination of the Operating Period, and otherwise ending with the expiration or termination of the Operating Period, Customer-Generator shall maintain continuously in effect insurance coverage which meets or exceeds the following requirements:

3.10.1 Liability

Commercial general liability insurance on an occurrence form and providing coverage for bodily injury (including death), personal and advertising injury, and

PUGET SOUND ENERGY, INC.

property damage arising out of or in connection with the Construction Activities, the interconnection of the Project with PSE's electric system, the delivery of the net electrical output from the Project to the Point of Delivery, or the ownership, operation, use or maintenance of the Project. Such insurance coverages shall include the following: Premises/Operations Liability, Products//Completed Operations Liability, Contractual Liability, Owners and Contractors Protective coverage (in all cases where subcontractors are retained to perform the work), and Broad Form Property Damage coverage. Such insurance coverages shall provide, at a minimum, the following limits (or such higher limits as may be customary in the electric generation industry): bodily Injury (including death), \$[2,000,000] per person, per occurrence; property damage, \$[2,000,000] per occurrence; personal and advertising injury, \$[2,000,000] per occurrence.

3.10.2 Employers' Liability

If at any time following the Commencement Date Customer-Generator has one or more employees, Customer-Generator shall obtain and maintain Workers' Compensation and Employers' Liability (Stop Gap) Insurance in accordance with the applicable laws the State of Washington (including, but not limited to, the Washington Industrial Insurance Act), regardless of whether such coverage or insurance is mandatory or elective under the law.

3.10.3 General

Customer-Generator shall furnish PSE with certificates of insurance, broker's reports of insurance, copies of insurance policies and such other evidence of the insurance required by this paragraph 3.10, in form and substance reasonably satisfactory to PSE, as PSE may from time to time reasonably request.

Without limiting any of the foregoing, any policy of insurance carried in accordance with this paragraph 3.10 and any insurance policy procured or maintained in substitution or replacement therefor shall

(i) with the exception of Workers' Compensation and Employers' Liability coverage, name the Indemnitees ("Additional Insureds") as additional insureds,

(ii) provide that, with respect to the interests of the Additional Insureds, such insurance shall apply in favor of each Additional Insured whether the property covered thereby is within or outside the control of Customer-Generator, shall remain valid and shall not be impaired or

PUGET SOUND ENERGY, INC.

invalidated by any action or inaction of Customer-Generator or any other person or entity and shall insure the interests of each of the Additional Insureds as they appear, notwithstanding any breach or violation of any representation, warranty, declaration, covenant or condition contained in such policy by Customer-Generator or any other person or entity,

(iii) provide that if such policy is materially amended or canceled, or the coverage thereof is materially changed, for any reason whatsoever, or if such policy is allowed to lapse for nonpayment of premiums, or if such policy is not renewed for any reason whatsoever, such cancellation, termination, amendment, change, lapse or nonrenewal shall not be effective as to any Additional Insured until the date which is thirty (30) days following receipt by PSE of written notice from the insurer thereof of such cancellation, termination, amendment, change, lapse or nonrenewal,

(iv) be primary to and without any right of contribution from any other insurance or self-insurance which may be available to, or maintained by, any Additional Insured,

(v) expressly provide that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured,

(vi) provide that the issuer of such policy shall waive any rights of setoff, counterclaim or other deduction, whether by attachment or otherwise, which it may have against any Additional Insured, including, without limitation, any claim for unpaid premiums,

(vii) provide that the issuer of such policy shall waive any right of subrogation against any Additional Insured; provided, however, that the existence or nonexistence of such subrogation rights shall not in any way delay payment of any claim that would otherwise be payable by such insurers but for the existence of such rights of subrogation or entitle such insurers to exercise or to assert any setoff, recoupment, counterclaim or any other deduction in respect of any amounts payable under such policies,

(viii) provide that none of the Additional Insureds shall be liable for any insurance premium, commission, assessment or call payable thereon; provided however, that each such policy shall provide that, in the event of cancellation thereof due to the nonpayment of any premium, PSE shall have the option to pay such premium that is due and maintain such coverage under

PUGET SOUND ENERGY, INC.

such policy as PSE may require until the originally scheduled expiration date thereof, and

(ix) otherwise provide coverage at least equivalent to the standardized occurrence forms filed by the Insurance Service Office.

Any policy of insurance carried by Customer-Generator in addition to the policies of insurance required under this paragraph 3.10 shall provide that the insurer of such policy waive any right of subrogation against any Additional Insured.

The Additional Insureds shall have the rights, but not the obligations, of additional insureds.

Section 4. Access and Information

4.1 Access

Customer-Generator shall provide PSE, and PSE shall have the right of, such access as PSE may reasonably require, by personnel and for equipment, to and from the Project for the following purposes:

(a) installation, inspection, testing, repair, replacement, improvement, alteration, modification, operation, use, maintenance, reading and removal of the meters, equipment and other property described in paragraph 3.6 or otherwise owned by PSE;

(b) any disconnection, interruption, suspension or curtailment described in paragraph 3.7; and

(c) inspection and testing described in paragraph 4.2.

Customer-Generator may make such access subject to limitations required by Prudent Electrical Practice. Customer-Generator shall and hereby does grant to PSE all necessary licenses, permits, easements and rights-of-way for the access and purposes described in this paragraph 4.1 and shall execute, acknowledge and deliver to PSE such additional documents as PSE may reasonably request to effectuate, evidence, vest, record or give notice of such licenses, rights-of-way and easements. In the event that Customer-Generator is not owner of the property on which Project is located or of property necessary for access to and from the Project, Customer-Generator shall cause all such licenses, permits, easements and rights-of-way to be granted to PSE by the owner thereof.

PUGET SOUND ENERGY, INC.

4.2 Inspections

Customer-Generator shall permit PSE to inspect (and to be present at all tests of) the Project, the Construction Activities and the operation, use or maintenance of the Project. Customer-Generator shall provide PSE with reasonable advance notice of any such test or inspection by or at the direction of Customer-Generator.

4.3 Information

Customer-Generator shall promptly furnish PSE with copies of such plans, specifications, records and other information relating to the Project, the Construction Activities, the arrangements between Customer-Generator and any other person or entity for transmission or delivery of energy from the Project to PSE's electric system, or the ownership, operation, use or maintenance of the Project, as may be reasonably requested by PSE from time to time. All such information, together with all other documents and information furnished to PSE under this Agreement, shall be given to PSE on a nonconfidential basis. Without limiting the generality of the foregoing, Customer-Generator shall provide to PSE such financial and other information that may reasonably request for PSE to satisfy any obligations PSE may have under FIN 46 with respect to its purchase of power under this Agreement and Environmental Attribute Option.

Section 5. Limitations of Liability; Adequate Assurance of Performance**5.1 Excusable Delay**

Neither Party shall be liable under this Agreement for, or be considered to be in breach of or default under this Agreement on account of, any delay in or failure of performance, or any delay or failure to deliver, receive or accept delivery of energy, due to any of the following events:

- (a) any cause or condition beyond such Party's reasonable control which such Party is unable to overcome, or to have avoided or overcome, by the exercise of reasonable diligence (such causes or conditions may include but are not limited to: fire, flood, earthquake, volcanic activity, wind, drought and other acts of the elements; court order and act of civil, military or governmental authority (excluding, however, any denial of or delay in granting (i) any license, permit, authorization or other right required to perform the Construction Activities and to own, operate, use and maintain the Project or (ii) any licenses, permits, easements and rights-of-way to be granted pursuant to Section 4.1); strike, lockout and other labor dispute; riot, insurrection, sabotage
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PUGET SOUND ENERGY, INC.

and war; breakdown of or damage to facilities or equipment; electrical disturbance originating in or transmitted through such Party's electric system or any electric system with which such Party's system is interconnected; and, act or omission of any person or entity other than such Party and such Party's contractors or suppliers of any tier or anyone acting on behalf of such Party); or

(b) any action taken by such Party which is, in the sole judgment of such Party, necessary or prudent to protect the operation, performance, integrity, reliability or stability of such Party's electric system or any electric system with which such Party's electric system is interconnected, whether such action occurs automatically or manually.

Any such delay or failure is referred to in this Agreement as an "Excusable Delay"; provided, however, that "Excusable Delay" shall specifically exclude any such delay or failure resulting from any of the following conditions, causes or events:

(i) any change in the ownership, occupancy or operation of the Project for any reason, including, without limitation, any downturn in the economy, recession, bankruptcy, foreclosure, change in tax law, change in production levels, and intercorporate transfer or consolidation;

(ii) any full or partial curtailment of the electrical output of the Project arising from any mechanical or equipment breakdown, except to the extent that such breakdown is directly caused by an Excusable Delay; and

(iii) any change in market conditions or any governmental action that affects the cost or availability of Customer-Generator's supply of fuel or stock (whether primary or alternative) required for the operation of the Project.

In the event of any Excusable Delay, the time for performance thereby delayed shall, subject to the terms of subparagraph 7.1.2, be extended by a period of time reasonably necessary to compensate for such delay. Nothing contained in this paragraph 5.1 shall require any Party to settle any strike, lockout or other labor dispute. Each Party shall give the other Party prompt written notice of any delay which the Party giving notice considers to be an Excusable Delay of its performance. Such notice shall include a particular description of the event, cause or condition giving rise to the purported Excusable Delay, the projected duration of the Excusable Delay and assurances that suspension of performance is of no greater scope and of no longer duration than is required by such event, cause or condition and that reasonable best efforts are being used to remedy or overcome such event, cause or condition. Notwithstanding any of

PUGET SOUND ENERGY, INC.

the foregoing, neither Party shall, on account of any event, cause or condition that otherwise gives rise to a delay or failure of performance by such Party that constitutes an Excusable Delay, be excused for any amount of time from any of its payment obligations under this Agreement, including, without limitation, the obligations of Customer-Generator under paragraph 3.3.

5.2 Release by PSE

PSE hereby releases Customer-Generator, its successors and assigns and the respective directors, officers, employees, agents and representatives of Customer-Generator and its successors and assigns from any and all claims, losses, harm, liabilities, damages, costs and expenses to the extent resulting from any:

- (a) Excusable Delay
- (b) Operation of the Project in parallel with PSE's electric system; or
- (c) Transfer, transmission, use or disposition of energy produced by the Project after it is delivered to PSE at the Point of Delivery.

5.3 Release by Customer-Generator

Customer-Generator hereby releases each of the Indemnitees from any and all claims, losses, harm, liabilities, damages, costs and expenses to the extent resulting from any:

- (a) Excusable Delay;
 - (b) operation of the Project in parallel with PSE's electric system;
 - (c) transfer, transmission, use or disposition of energy produced by the Project prior to its delivery to PSE at the Point of Delivery;
 - (d) electric disturbance or fluctuation that migrates, directly or indirectly, from or through PSE's electric system to the Project;
 - (e) interruption, suspension or curtailment of electric service to the Project or any other premises owned, possessed, controlled or served by Customer-Generator, which interruption, suspension or curtailment is caused or contributed to by the Project or the interconnection of the Project with PSE's electric system; or
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PUGET SOUND ENERGY, INC.

(f) disconnection, interruption, suspension or curtailment by PSE pursuant to paragraph 3.7 or 5.1.

5.4 Adequate Assurance of Performance

If PSE has reasonable grounds for insecurity regarding the performance of any obligation under this Agreement, (whether or not then due) by Customer-Generator, PSE may demand, and shall have the right to receive, from Customer-Generator Adequate Assurance of Performance. For purposes of this Agreement, "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to PSE, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a guaranty (including the issuer of any such security).

Section 6. Transfer

Customer-Generator shall not make or permit any transfer, except as follows:

(a) to any person or entity that directly or indirectly controls, is controlled by or under common control with Customer-Generator, provided that such other person or entity assumes, or is otherwise bound to perform, all of Customer-Generator's obligations under this Agreement, as if such other person or entity were an original party to this Agreement, and provided, further, that such other person or entity shall be financially responsible and shall be skilled and experienced in the operation of a generating facility of the type that is part of the Project;

(b) to PSE;

(c) as security for any indebtedness incurred by Customer-Generator to finance the Project, provided that upon any Transfer, the person or entity acquiring the interests subject to any such Transfer agrees, upon exercising any rights in or to the Project or in or under this Agreement, to assume, or to be otherwise bound to perform and, if such transferee subsequently sells, assigns or transfers any of its rights in or to the Project or in or under this Agreement, to cause to be assumed and performed by any subsequent transferee, on a recourse basis, all of Customer-Generator's obligations under this Agreement, and provided, further, that such person or entity and such subsequent transferee, if any, shall be financially responsible and shall be skilled and experienced in the operation of a generating facility of the type that is part of the Project; or

PUGET SOUND ENERGY, INC.

(d) to any other person or entity with the written consent of PSE, which consent shall not be unreasonably withheld or delayed, provided that such other person or entity assumes, or is otherwise bound to perform or to cause to be performed, all of Customer-Generator's obligations under this Agreement, as if such other person or entity were an original party to this Agreement, and provided, further, that such other person or entity shall be financially responsible and shall be skilled and experienced in the operation of a generating facility of the type that is part of the Project.

Section 7. Termination

7.1 Termination; Cancellation

7.1.1 If either Party is at any time in material breach of or default under this Agreement (the "Defaulting Party"), the other Party (the "Terminating Party") shall have the right to terminate this Agreement by giving the Defaulting Party written notice of such termination. Such termination of this Agreement shall be effective upon the Defaulting Party's receipt of such notice of such termination pursuant to this subparagraph 7.1.1. For purposes of this subparagraph 7.1.1, a Party shall be deemed to be in material breach of or default under this Agreement if such Party:

(a) fails to cure any material breach of or default under this Agreement by such Party prior to the later of (i) the expiration of sixty (60) days after the Terminating Party gives the Defaulting Party written notice of the breach or default and (ii) the date upon which the Terminating Party gives the Defaulting Party written notice of termination; provided that, without limiting the generality of paragraph 7.2, either Party's right to terminate this Agreement pursuant to this subparagraph 7.1.1(a) is in addition to, and shall not preclude the exercise of, any other rights and remedies provided under this Agreement or at law or in equity;

(b) is unable to meet its obligations as they become due or such Party's liabilities exceeds its assets;

(c) makes a general assignment of all or substantially all of its assets for the benefit of its creditors, files a petition for bankruptcy or reorganization or seeks other relief under any applicable insolvency laws; or

(d) has filed against it a petition for bankruptcy, reorganization or other relief under any applicable insolvency laws and such petition is not dismissed within sixty (60) days after it is filed.

PUGET SOUND ENERGY, INC.

7.1.2 PSE shall have the right to terminate this Agreement by giving Customer-Generator written notice of such termination (and such termination shall be effective upon Customer-Generator's receipt of such notice of such termination) following the occurrence of any of the following events:

- (a) Customer-Generator fails to overcome or remedy within one (1) year following the commencement of any Excusable Delay occurring on or after the Commencement Date the event, cause or condition that gave rise to such Excusable Delay; or
- (b) Customer-Generator's business is suspended, dissolved or wound up.

In no event shall PSE incur any liability (whether for lost revenues or lost profits or otherwise) as a result of any termination of this Agreement pursuant to this paragraph 7.1.

7.2 Rights and Remedies Cumulative

All rights and remedies of either Party under this Agreement and at law and in equity shall be cumulative and not mutually exclusive and the exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. Nothing contained in any provision of this Agreement shall be construed to limit or exclude any right or remedy of either Party (arising on account of the breach or default by the other Party or otherwise) now or hereafter existing under any other provision of this Agreement, at law or in equity.

Section 8. Miscellaneous

8.1 Qualifying Facility Status

Customer-Generator represents and warrants, on a continuing basis, that:

- (a) the Project is a "qualifying small power production facility" within the meaning of subsection 3(17)(C) of the Federal Power Act, as amended; and
 - (b) pursuant to notice filed with FERC under 18 C.F.R. Section 292.207(a), Customer-Generator has received from FERC a certification that the Project is a "qualifying facility" within the meaning of 18 C.F.R. Section 292.101(b)(1); the representations and statements set forth in such certification are true, accurate and complete as of the date of the certification; and such
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PUGET SOUND ENERGY, INC.

certification has not been revoked, terminated or cancelled and is in full force and effect from and after the time at which the Project is or becomes a "qualifying facility"; and

(c) from and after the time at which the Project is or becomes a "qualifying facility," Customer-Generator is requiring PSE to purchase the output of the Project under this Agreement pursuant to the provisions of Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), Public Law 95-617.

Customer-Generator shall, from and after the time at which the Project is or becomes a "qualifying facility," furnish PSE with such documentation and information as PSE may request to verify Customer-Generator's representations and warranties set forth in this paragraph 8.1 (including, but not limited to, copies of the application and certification referred to in (b) above, together with copies of any correspondence or other communication to or from FERC).

8.2 Notices

Except as may be expressly provided otherwise in this Agreement, any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and shall be delivered in person or by first-class U.S. mail (stamped with the required postage), properly addressed to the intended recipient as follows:

If to PSE:

In-Person Delivery:

Puget Sound Energy, Inc.
Attn: Vice President, Project
Development and Contract
Management
10885 N. E. Fourth Street
Bellevue, WA 98004

Mail Delivery:

Puget Sound Energy, Inc.
Attn: Vice President, Project
Development and Contract
Management
P.O. Box 97034
Bellevue, WA 98004

If to Customer-Generator:

[Name of Customer-Generator]

[Address]

Either Party may change its address specified above by giving the other Party notice of such change in accordance with this paragraph 8.2.

PUGET SOUND ENERGY, INC.

8.3 Governmental Authority

This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities (including, without limitation, the WUTC) having jurisdiction over the Project, this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental authorities that are required to be incorporated in agreements of this character are by this reference incorporated in this Agreement. This Agreement is subject to the General Rules and Provisions set forth in Schedule 80 of PSE's Electric Tariff G, as revised from time to time and approved by the WUTC. This Agreement is also subject to Schedule 91 of PSE's Electric Tariff G, as revised from time to time and as approved by the WUTC, except that the price set forth in paragraph 2.2 hereof shall control for the Operating Period. Any conflict between this Agreement and applicable provisions of PSE's Electric Tariff G shall be resolved in favor of such tariff provisions, except for the price set forth in paragraph 2.2 of this Agreement.

8.4 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

8.5 Nonwaiver

No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. The express waiver by either Party of any right or remedy under this Agreement in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.

PUGET SOUND ENERGY, INC.

8.6 Survival

Paragraphs 3.4, 3.9 and 4.1 and Section 5, and all other provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination or cancellation of this Agreement, shall survive the completion, termination or cancellation of this Agreement.

8.7 Entire Agreement

This Agreement sets forth the entire agreement, and supersedes any and all prior agreements of the Parties, whether written or oral, with respect to the subject matters hereof.

8.8 Successor and Assigns

Except as otherwise provided in Section 6, Customer-Generator shall not make any Transfer without the prior written consent of PSE, which consent shall not be unreasonably withheld or delayed. Further, no Transfer by Customer-Generator shall to any extent relieve it of, or release it from, any of its obligations under this Agreement. Subject to the foregoing restrictions, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors, assigns and legal representatives.

8.9 No Unspecified Third-Party Beneficiaries

Except as specifically provided in this Agreement (e.g., in paragraphs 3.9, 5.2 and 5.3 and Section 9), there are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives permitted under paragraph 8.8, and the third-party beneficiaries specifically identified in this Agreement.

8.10 Amendment

No change, amendment or modification of any provision of this Agreement or of any exhibit to this Agreement shall be valid unless set forth hereafter in a written amendment to this Agreement or such exhibit signed by both Parties.

8.11 Implementation

PUGET SOUND ENERGY, INC.

Each Party shall take such action (including, but not limited to, the execution, acknowledgment and delivery of documents) as may reasonably be requested by the other Party for the implantation or continuing performance of this Agreement.

8.12 Invalid Provision; Continuing Validity

The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither the validity of this Agreement nor the respective rights and obligations of the Parties under this Agreement shall be affected to any extent if Customer-Generator ceases to be a customer of PSE during the Operating Period.

8.13 Applicable Law

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflicts of law), except to the extent such laws may be preempted by the laws of the United States of America.

Section 9. Reliability Management System**9.1 Purpose**

In order to maintain the reliable operation of the transmission grid, the WECC Reliability Criteria Agreement sets forth reliability criteria adopted by the WECC to which Customer-Generator and PSE shall be required to comply. PSE will provide to Customer-Generator a copy of the WECC Reliability Criteria Agreement upon request.

9.2 Compliance

Customer-Generator shall comply with the requirements of the WECC Reliability Criteria Agreement, including the applicable WECC reliability criteria set forth in Section IV of Annex A thereof, and, in the event of failure to comply, agrees to be subject to the sanctions applicable to such failure. Such sanctions shall be assessed pursuant to the procedures contained in the WECC Reliability Criteria Agreement. Each and all of the provisions of the WECC Reliability Criteria Agreement are hereby incorporated by reference into this Section 9 as though set forth fully herein, and Customer-Generator shall for all purposes be considered a Participant, and shall be entitled to all of the rights and privileges and be subject to all of the obligations of a

PUGET SOUND ENERGY, INC.

Participant, under and in connection with the WECC Reliability Criteria Agreement, including, but not limited to, the rights, privileges and obligations set forth in Sections 5, 6 and 10 of the WECC Reliability Criteria Agreement.

9.3 Payment of Sanctions

Customer-Generator shall be responsible for payment of any monetary sanction assessed against Customer-Generator by WECC pursuant to the WECC Reliability Criteria Agreement. Any such payment shall be made pursuant to the procedures specified in the WECC Reliability Criteria Agreement.

9.4 Transfer of Control or Sale of Project

In any sale or transfer of control of the Project, Customer-Generator shall as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the obligations of Customer-Generator with respect to this Agreement or to enter into an agreement with PSE imposing on the acquiring party or transferee the same obligations applicable to Customer-Generator pursuant to this Section 9.

9.5 Publication

Customer-Generator consents to the release by the WECC of information related to Customer-Generator's compliance with this Agreement only in accordance with the WECC Reliability Criteria Agreement.

9.6 Third Parties

Except for the rights and obligations between the WECC and Customer-Generator specified in this Section 9, this Agreement creates contractual rights and obligations solely between the Parties. Nothing in this Agreement shall create, as between the Parties or with respect to the WECC: (1) any obligation or liability whatsoever (other than as expressly provided in this Agreement) or (2) any duty or standard of care whatsoever. In addition, nothing in this Agreement shall create any duty, liability or standard of care whatsoever as to any other party. Except for any rights, as a third-party beneficiary under this Section 9, of the WECC against Customer-Generator, no third party shall have any rights whatsoever with respect to enforcement of any provision of this Agreement. PSE and Customer-Generator expressly intend that the WECC is a third-party beneficiary of this Section 9, and the WECC shall have the right to seek to enforce against Customer-Generator any provision of this Section 9, provided, that specific performance shall be the sole remedy available to the WECC pursuant to this Section 9, and Customer-Generator

PUGET SOUND ENERGY, INC.

shall not be liable to the WECC pursuant to this Agreement for damages of any kind whatsoever (other than the payment of sanctions to the WECC, if so construed), whether direct, compensatory, special, indirect, consequential or punitive.

9.7 Reserved Rights

Nothing in the RMS or the WECC Reliability Criteria Agreement shall affect the right of PSE, subject to any necessary regulatory approval, to take such other measures to maintain reliability, including disconnection, which PSE may otherwise be entitled to take.

9.8 Severability

If one or more provisions of this Section 9 shall be invalid, illegal or unenforceable in any respect, it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

9.9 Termination

Customer-Generator may terminate its obligations pursuant to this Section 9:

(a) if after the effective date of this Section 9, the requirements of the WECC Reliability Criteria Agreement applicable to Customer-Generator are amended so as to adversely affect Customer-Generator, provided that Customer-Generator gives fifteen (15) days' notice of such termination to PSE and the WECC within forty-five (45) days of the date of issuance of a FERC order accepting such amendment for filing, provided, further, that the forty-five (45) day period within which notice of termination is required may be extended by Customer-Generator for an additional forty-five (45) days if Customer-Generator gives written notice to PSE of such requested extension within the initial forty-five (45) day period; or

(b) for any reason on one year's written notice to PSE and the WECC.

9.10 Mutual Agreement

This Section 9 may be terminated at any time by mutual agreement of PSE and Customer-Generator.

PUGET SOUND ENERGY, INC.

IN WITNESS THEREOF each of the Parties has caused this Agreement to be duly executed by its authorized representative as of the date first set forth above.

Puget Sound Energy, Inc.

By _____
Paul M. Wiegand
Vice President Power Generation

[Name of Producer]

By _____

Its _____

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Exhibit A

Diagram – Point of Delivery

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Exhibit B

Electrical Diagram of the Project

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Exhibit C

Schedule 91 and Monthly Energy Calculation

PUGET SOUND ENERGY, INC.

Exhibit D

**RENEWABLE ENERGY CREDIT AGREEMENT
NO. _____**

This Renewable Energy Credit Agreement dated as of _____ (this "Agreement"), is entered into by and between Puget Sound Energy, Inc. ("PSE") and _____ ("Seller"). Capitalized terms used in this Agreement and not specifically defined herein will have the meanings set forth in the Schedule 91 Power Purchase Agreement between PSE and Seller pursuant to which this Agreement is entered into.

PSE and Seller agree as follows:

Section 1. Sale of RECs

1.1 Seller will provide PSE with all of the RECs associated with each megawatt-hour of electricity generated at its facility in _____ using _____ production. Seller will comply with all Applicable Program requirements and audits and deliver and invoice the following quantities per quarter:

[Year] Q1 - _____ RECs
[Year] Q2 - _____ RECs
[Year] Q3 - _____ RECs
[Year] Q4 - _____ RECs

1.2 PSE shall have the right to terminate this Agreement, by providing written notice of such termination to Seller and without incurring any liability on account of such termination, if Seller ceases to do business, merges or dissolves its corporate or business status or materially breaches any of the provisions of this Agreement.

1.3 **[Insert the following if the facility is an anaerobic digester (a facility that processes manure from livestock into biogas and dried manure using microorganisms in a decomposition process within a closed, oxygen-free container)]** In the event an Applicable Program does not recognize, or allow the assignment of credit for, both (i) the sale of greenhouse gas offsets from Seller's anaerobic digester or from the Project and (ii) the sale of RECs to PSE pursuant to this Agreement, Seller shall have the right to elect to proceed with the sale of greenhouse gas offsets to a third party rather than continuing to sell RECs to PSE pursuant to this Agreement. Seller will exercise such election (if at all) by providing written notice thereof to PSE ("Notice"); provided, that unless and until a Notice is provided by Seller, Seller shall remain obligated to sell RECs to PSE pursuant to this

PUGET SOUND ENERGY, INC.

Agreement. If Seller elects to sell greenhouse gas offsets to a third party pursuant to this Section 1.3, this Agreement shall automatically terminate as of the effective date of the Notice as set forth therein, and neither Party will have any liability to the other Party on account of such termination.

Section 2. Compensation

- 2.1 PSE shall compensate Seller for RECs provided hereunder in accordance with Seller's Quotation attached hereto as Exhibit 1 (_____ RECs @ \$____/REC). In no event shall total Compensation payable under this Agreement exceed _____ Dollars (\$_____) without the prior written consent of an authorized representative of PSE.
- 2.2 Within ten (10) days after the end of each calendar quarter during the Term, seller shall submit to PSE Seller's invoice for the compensation and reimbursement payable pursuant to paragraph 2.1 for such calendar quarter. Each such invoice shall be supported by such documents, attestations and other information as PSE may request.
- 2.3 Seller shall place the number of this Agreement on all of its invoices and submit such invoices by mailing to the following address:
- Puget Sound Energy, Inc.
The PSE Building
P.O. Box 97034, PSE-_____
Bellevue, WA 98009-9734
Attention: _____
- 2.4 PSE shall pay all undisputed amounts set forth in each of Seller's invoices within thirty (30) days of receipt and verification thereof.

Section 3. Performance by Seller

- 3.1 Seller shall at all times be an independent contractor, not an employee or agent, of PSE with regard to its performance under this Agreement. Seller shall not represent that Seller is, or hold Seller out as, an employee or agent of PSE. Seller shall not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of PSE.
- 3.2 Without limiting the generality of Paragraph 3.1, Seller shall not be treated as an employee of PSE for federal tax, worker's compensation, or any other purpose. Seller shall not be entitled to any pension, deferred compensation, welfare, insurance, or other benefits afforded employees.
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PUGET SOUND ENERGY, INC.

- 3.3 Seller shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, now or hereafter in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon PSE and applicable to Seller's performance under this Agreement). Seller shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules, regulations and orders required to be incorporated in agreements of this character are incorporated herein by this reference.
- 3.4 Prior to the Date of Commercial Operation, Seller shall register the Project with the Western Renewable Energy Generation Information System or any successor renewable energy tracking program or system ("WREGIS"), and Seller shall take all other actions to ensure that the RECs associated with all of the electricity generated by the Project are issued and tracked for purposes of satisfying the requirements of RCW 19.29A.090 and RCW 19.285, and transferred to PSE. If WREGIS is not in operation as of the Date of Commercial Operation, Seller shall perform its obligations pursuant to this paragraph 3.4 as soon as WREGIS is in operation. Customer-Generator may appoint PSE as its WREGIS' Qualified Reporting Entity ("QRE") upon execution of the Optional Qualified Reporting Entity Service Agreement as set forth in the attached Exhibit E of this Schedule 91 Power Purchase Agreement.

Section 4. Materials, Information, Property and Other Items

- 4.1 Seller shall not disclose to third parties, without the prior written consent of PSE, any information obtained or developed in connection with its performance under this Agreements unless:
- a. the information is known to Seller prior to performance of the Services,
 - b. the information is generally available to the public at the time of disclosure by Seller,
 - c. the information is obtained by Seller from a third party who did not receive the same directly or indirectly from PSE or in connection with Seller's performance under this Agreement, or
 - d. the information is legally required to be disclosed, provided that PSE is given reasonable prior notice to enable it to seek a protective order and Seller discloses only that information which, in the reasonable judgment of its counsel, is required to be disclosed.
- 4.2 Seller shall not use any PSE name, trademark or service mark in any promotional materials of Seller without PSE's prior written consent, which consent may be withheld in the sole discretion of PSE. In the event that PSE consents to the use of its name, trademark, or service mark in any announcement, news release, or promotional
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PUGET SOUND ENERGY, INC.

materials of Seller, all of the contents shall be submitted to PSE's Corporate Communications Department for review prior to any publication by Seller.

Section 5. Release

Seller releases PSE, its successors and assigns, and the respective directors, officers, employees, agents and representatives of PSE and its successors and assigns (collectively, the "PSE Group") from all claims, losses, harm, liabilities, damages, costs, and expenses related to any property damage or personal injury (including death) that may result or occur in connection with Seller's performance or failure to perform under this Agreement. To the fullest extent permitted by applicable law, the foregoing release shall apply regardless of any act, omission, negligence or strict liability of any of the PSE Group or any one or more of them.

Section 6. Miscellaneous

6.1 Any notice, request, direction, consent, designation, or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to PSE: Puget Sound Energy, Inc. Contract Services
PO Box 90868 (PSE-10N)
Bellevue, WA 98009-0868
Attn: _____

If to Seller: _____

Attn: _____

6.2 This Agreement, together with the Power Purchase Agreement entered into by Seller and PSE pursuant to Schedule 91 of PSE's Electric Tariff G (or its successor rate schedule) sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the subject matter hereof. No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both of the parties.

6.3 Seller shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement. Any such attempted assignment shall be void. Subject to the foregoing restriction on assignment by Seller, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the successors, assigns and legal representatives of the respective parties to the Agreement.

PUGET SOUND ENERGY, INC.

- 6.4 Notwithstanding any provision to the contrary contained elsewhere in this Agreement, either party may assign all or part of this Agreement and any of its rights or obligations hereunder if such assignment is part of the transfer or merger of a substantial portion or the entire business and assets of the transferor.
- 6.5 The failure of PSE to insist upon or enforce strict performance by Seller of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions in that or any other instance; rather, the same shall be and remain in full force and effect.
- 6.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither the validity of this Agreement nor the respective rights and obligations of the parties under this Agreement shall be affected to any extent if Seller ceased to be a customer of PSE during the Operating Period.
- 6.7 The rights and remedies of PSE set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to PSE by any other provisions of this Agreement or by law.
- 6.8 This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. Once signed, any legible reproduction of this document made by reliable means (for example, photocopy or facsimile) shall be deemed to be an original.
- 6.9 This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington, without reference to such state's choice of law principles to the contrary.
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PUGET SOUND ENERGY, INC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

[Seller]

By: _____

Printed name: _____

Title: _____

Federal Tax ID: _____

Puget Sound Energy, Inc.

By: _____

Printed Name: _____

Title: _____

PUGET SOUND ENERGY, INC.

Exhibit E**OPTIONAL QUALIFIED REPORTING ENTITY SERVICE AGREEMENT**

This QUALIFIED REPORTING ENTITY SERVICE AGREEMENT ("Agreement") is entered into by and between PUGET SOUND ENERGY, INC., a Washington Corporation ("PSE"), and [REDACTED] ("Customer-Generator"). PSE and Customer-Generator are sometimes referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

A. The Western Renewable Electricity Generation Information System ("WREGIS") is an independent, renewable energy tracking system for the Western Electricity Coordinating Council ("WECC") region. WREGIS tracks renewable energy generation from units that register in the system using verifiable data and creates renewable energy certificates ("RECs") for this generation. Participation in WREGIS is voluntary.

B. PSE has voluntarily registered with WREGIS to serve as a Qualified Reporting Entity ("QRE") and has been approved as a QRE by the WREGIS Administrator.

C. Customer-Generator has voluntarily registered as an "Account Holder" in WREGIS and has registered one or more generating units with WREGIS ("Generating Units").

D. Customer-Generator desires that PSE act as its QRE for the Generating Units. Customer-Generator understands and acknowledges that there are other entities that are able to provide QRE service within PSE's balancing authority area and that Customer-Generator is not required to use PSE as its QRE.

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

Section 1. Term and Termination

This Agreement will be effective upon the date both of the Parties have executed it and will terminate on the termination date specified in any written notice thereof by either Party to the other Party; provided, that PSE will provided not less than sixty (60) days' notice of termination. Notwithstanding the foregoing, upon the occurrence of any material breach of this Agreement by Customer-Generator that has not been cured by Customer-Generator within five (5) days after receipt of PSE's written notice thereof, PSE may terminate this

PUGET SOUND ENERGY, INC.

Agreement, without incurring any liability therefor, by providing written notice of such termination to Customer-Generator.

Section 2. WREGIS Documents

There are three documents that govern the relationship between Customer-Generator and WREGIS, as well as the relationship between PSE and WREGIS:

- (a) WREGIS Operating Rules;
- (b) WREGIS Interface Control Document; and
- (c) WREGIS Terms of Use Agreement, also known as Account Holder

Registration Agreement ("WREGIS TOU"), which incorporates by reference the WREGIS Operating Rules and WREGIS Interface Control Document.

Any sections of provisions of the WREGIS TOU, WREGIS Operating Rules, and WREGIS Interface Control Document (as such documents may be revised from time to time and posted on the WREGIS web site at www.wregis.org) referred to in this Agreement are by this reference incorporated herein.

PSE and Customer-Generator each represent to the other Party that it has signed a WREGIS TOU and that such Party will continue to be a party to a WREGIS TOU during the term of this Agreement.

Section 3. Definitions

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the WREGIS TOU, the WREGIS Operating Rules, the WREGIS Interface Control Document and their respective attachments. For purposes of this Agreement:

"Metering External Webpage" means a website owned and operated by PSE which displays all Data that will be included in the Monthly Generation Extract File.

"Monthly Generation Extract File" means a Data file that contains generation Data from Customer-Generator's Points of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.

"Points of Metering" means the points at which electric generation is measured.

"Working Day" means a day of the week other than Saturday, Sunday or a federal holiday.

Section 4. Exhibit

The attached Exhibit 1, Meter Points, is by this reference incorporated into this Agreement. The specific Points of Metering that PSE will use as a QRE for Customer-Generator are set forth in Exhibit 1. Customer-Generator represents to PSE that all Points of Metering listed in

PUGET SOUND ENERGY, INC.

Exhibit 1 measure Data only from Generating Units that meet the definition of a "renewable resource," as defined in RCW 19.285.030.

Customer-Generator may provide to PSE not less than thirty (30) Working Days' prior written notice of any request to change the Points of Metering set forth in Exhibit 1. Such notice must be provided pursuant to Section 13. Any change to the Points of Metering mutually agreed to by the Parties will be set forth in an amendment to Exhibit 1 attached hereto.

Section 5. Qualified Reporting Entity

PSE will serve as a QRE to report Customer-Generator's renewable generation Data to WREGIS ("QRE Service"). Customer-Generator hereby authorizes PSE to collect such Data, at the Points of Metering set forth in Exhibit 1, and in the manner set forth in Section 8 of this Agreement.

Section 6. Scope

The Parties acknowledge that PSE will serve as a QRE only for Generating Units that (a) are interconnected with PSE's electric system (including net metered facilities) and are the subject of a written interconnection agreement between PSE and Customer-Generator, if required in PSE's sole determination; (b) meet the definition of a renewable resource; (c) meet the definition of a "Qualifying Facility" as defined in the Public Utility Regulatory Policies Act (Pub. L. 95-617, 92 Stat. 3117, enacted November 9, 1978); (d) are within the metered boundaries of PSE's Balancing Authority; and (e) are equipped with PSE-owned and PSE-operated meters that meet WREGIS requirements.

Customer-Generator will be obligated to pay directly to WREGIS any and all fees and expenses required by WREGIS to be paid to register the Generating Units, and, to the extent the Customer-Generator is a WREGIS Customer-Generator, Customer-Generator will be obligated to pay directly to WREGIS all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Customer-Generator acknowledges and agrees that PSE will have no obligation to advance or make payment of WREGIS fees or costs on Customer-Generator's behalf. Upon request by PSE, Customer-Generator will provide PSE with evidence of payment of WREGIS fees and costs. Any failure by Customer-Generator to provide such information to PSE upon request will constitute a material breach under this Agreement.

Customer-Generator will be solely responsible for making arrangements and registrations and for entering into any agreements that are necessary for the transfer of RECs directly to proper Accounts or Subaccounts of Customer-Generator. Customer-Generator agrees that PSE, when acting as QRE, will not be responsible to act as custodian of any RECs, to hold any RECs in any Account or Subaccount of PSE, or to bear any risk with respect to RECs related to the Generating Units. Customer-Generator acknowledges that, pursuant to Section 11 of the WREGIS TOU, any generation Data that PSE, acting as a QRE, provides to

PUGET SOUND ENERGY, INC.

WREGIS will reside in WREGIS, and Customer-Generator will have no control over such data's use other than that provided for under the WREGIS TOU.

Section 7. Reporting

- 7.1 **Monthly Generation Extract File.** Once a month, PSE will submit a Monthly Generation Extract File to WREGIS on Customer-Generator's behalf, such file to conform to the characteristics and Data requirements set forth in the WREGIS Interface Control Document.
- 7.2 **Reporting Cycle.** PSE will submit the Monthly Generation Extract File to WREGIS no later than the end of the calendar month following the end date for Data in the Monthly Generation Extract File being reported.
- 7.3 **Verification.** PSE will allow Customer-Generator to access any Metering External Webpage operated and made available by PSE (but PSE will not be obligated to operate and make available a Metering External Webpage), and Customer-Generator will verify such information as prescribed by PSE from time to time. Customer-Generator will notify PSE in writing of any errors Customer-Generator detects in Data reflected on PSE's Metering External Webpage.
- 7.4 **Adjustments.** The Parties agree that after the Monthly Generation Extract File is submitted to WREGIS, any information contained in the Monthly Generation Extract File will be deemed to be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in Section 9.4 of the WREGIS Operating Rules.

Section 8. Measurement

- 8.1 **Equipment.** Customer-Generator will be obligated to pay or reimburse to PSE the cost of any PSE-owned metering equipment. The Revenue Quality Meter Output will be read by PSE electronically over wired or wireless communicating devices. If there are any costs associated with wired or wireless communication devices, Customer-Generator will be obligated to pay to PSE the amount of such costs.
- 8.2 **Meter Data.**
- a. **Availability.** Customer-Generator hereby authorizes PSE to provide Customer-Generator's meter Data directly to WREGIS in the form of the Monthly Generation Extract File.
 - b. **Wholesale Generation Also Serving On-Site Loads.** If Customer-Generator has any wholesale generation also serving on-site loads, the on-site load generation of Customer-Generator's Generating Units will not be reported by PSE to WREGIS. If metering modifications are needed to accomplish such
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PUGET SOUND ENERGY, INC.

reporting the Customer-Generator will be responsible for any costs associated with making adjustments to the metering setup and data.

- 8.3 **Estimates.** When meter readings are not available or are inaccurate due to meter hardware failure, meter malfunction or calibration/configuration error, PSE will, if practicable, rely on readings from redundant meters, whether or not such meters are owned by PSE.

Section 9. Payment and Pricing.

- 9.1 **Reporting Fee.** The Annual Reporting Fee will apply to all Customer-Generators who request that PSE act as QRE for a Generating Unit except PSE may waive the Annual Reporting Fee to Customer-Generators who sell all RECs generated by the Generating Unit to PSE pursuant to Exhibit D of Schedule 91 Power Purchase Agreement wherein the cost of QRE reporting is considered in the purchase price of the RECs.
- 9.2 **Annual Reporting Fee.** Customer-Generator will pay an Annual Reporting Fee equal to \$358 per Meter Point listed in Exhibit 1 for which PSE reports output to WREGIS. Customer-Generator will pay the Annual Reporting Fee within thirty (30) days following issuance of a bill by PSE to Customer-Generator therefor, and such payment will be in the form PSE specifies for such purpose. Such billing will be by and for each calendar year except the initial billing to a Customer-Generator will be prorated for the remainder of the calendar year. Payments of the Annual Reporting Fee are not refundable except if PSE is unable or unwilling to act as QRE for the Customer-Generator.
- 9.3 **Annual Adjustment.** PSE will review costs associated with QRE Service on an annual basis, and may make necessary adjustments to Annual Reporting Fee charges. Any change in the Annual Reporting Fee will become effective upon not less than thirty (30) days' prior written notice to Customer-Generator.
- 9.4 **Other Cost Adjustments.** If WREGIS, WECC or any other entity having authority to modify the QRE reporting process requires a change that increases the costs to PSE of providing QRE Service, PSE may charge such increased costs to Customer-Generator by increasing the Annual Reporting Fee, or if more appropriate, by issuing an additional billing during the year. PSE will use reasonable efforts to provide Customer-Generator with prior notice before billing Customer-Generator for such increased costs.

Section 10. Indemnity, Hold Harmless and Waiver

- 10.1 **Responsibility for Data.** Customer-Generator is solely responsible for the content and accuracy of Data created and submitted to PSE, which PSE, acting as a QRE,
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PUGET SOUND ENERGY, INC.

forwards to WREGIS. Any Data gathered by PSE from the Points of Metering pursuant to this Agreement will be deemed to be Data that Customer-Generator has created and submitted to PSE.

- 10.2 **Indemnity.** Customer-Generator will indemnify and hold harmless PSE, its officers, employees, agents, or representatives, from and against any and all liability that is in any way associated with PSE's performance hereunder, except to the extent such liability arises solely from the willful misconduct or recklessness of PSE.
- 10.3 **Waiver.** Customer-Generator agrees to waive any and all causes of action under or with respect to this Agreement, whether arising in contract, tort or under any other legal or equitable theory (including strict liability) against PSE, its board of directors, employees, agents, or representatives. In no event will PSE be liable to Customer-Generator or any other party for any damages, demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, direct or indirect in nature, that in any way relate to PSE's performance of this Agreement, including, but not limited to, damages based on Data contained in the Monthly Generation Extract File, or any other damages arising from financial injury or damage to persons or property.

Section 11. Confidentiality.

Customer-Generator acknowledges and agrees that, pursuant to Section 11 of the WREGIS TOU, any generation Data that PSE, acting as QRE, provides to WREGIS will reside in WREGIS and Customer-Generator will have no control over such Data's use other than as provided for under the WREGIS TOU.

Customer-Generator further acknowledges that confidentiality of information will be governed by Section 13 of the WREGIS TOU; provided, however, that PSE may release information provided by Customer-Generator if required by law, court order, the Utility and Transportation Commission of Washington or its rules. Customer-Generator waives all provisions of applicable tariffs that may require PSE to keep confidential information with respect to Customer-Generator or the Generating Units, to the extent necessary for PSE to report, as a QRE, generation Data and Output regarding the Generation Units and to perform PSE's obligations under this Agreement.

Section 12. Miscellaneous.

- 12.1 **Amendments.** Except as otherwise specifically provided in this Agreement, no amendment or exhibit revision to this Agreement will have any force or effect unless set forth in a written instrument hereafter signed by the authorized representatives of each Party.
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PUGET SOUND ENERGY, INC.

- 12.2 **Entire Agreement and Order of Precedence.** This Agreement, together with all documents incorporated by reference into this Agreement, constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes all previous or contemporaneous understandings, communications, representations and agreements, either written or oral, that purport to treat with or embody the subject matter of this Agreement.
- 12.3 **Information.** Each of the Parties will provide to the other Party any information that is reasonably required for the performance of this Agreement.
- 12.4 **Assignment.** Neither Party may transfer or assign this Agreement, in whole or in part, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. Subject to the foregoing restrictions, this Agreement is binding on any successors and assigns of the Parties.
- 12.5 **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 will be a direct or indirect beneficiary of this Agreement; provided, that this Section 12(e) will not affect any of the provisions of Section 10(b).
- 12.6 **Waivers.** No waiver of any provision of or right under this Agreement will be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver will not be deemed to be a waiver of such provision or right in any other instance.
- 12.7 **Advice.** Each Party acknowledges that it has had an opportunity to seek the advice of independent counsel in connection with the negotiation and execution of this Agreement.
- 12.8 **Governing Law.** This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the state of Washington, without regard to such state's choice of law principles.
- 12.9 **Force Majeure.** Neither Party will be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, network or system failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, fires, floods, strikes or other labor disturbances, riots, embargoes, transportation contingencies, fuel shortages, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other circumstances or events that are beyond the control of the Party affected thereby and which, by the exercise of due diligence, the affected Party is unable to overcome, avoid or cause to be avoided through the exercise of reasonable diligence.
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PUGET SOUND ENERGY, INC.

12.10 **Survival.** Sections 10, 11 and 12 will survive any termination or expiration of this Agreement.

Section 13. Notices and Contact Information.

Any notice or other communication required under this Agreement will be in writing and will be deemed to be effective upon receipt if delivered by a nationally recognized delivery service or by United States certified mail, return receipt requested, to the address specified below. Either Party may change its name or address for receipt of notice by providing notice of such change to the other Party pursuant to this Section 13.

If to Customer-Generator:

[Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]
Phone: [Redacted]

If to PSE:

Puget Sound Energy, Inc.
Attn: [Redacted]
[Redacted]
Bellevue, WA [Redacted]
Phone: [Redacted]
Fax: [Redacted]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date appearing below the signature of such Party.

[CUSTOMER-GENERATOR]

PUGET SOUND ENERGY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PUGET SOUND ENERGY, INC.

EXHIBIT 1
Generation Unit Data and Meter Point