

## Appendix G-1- Sale of an Existing Site (Site Sale)

**Bid Number** \_\_\_\_\_

The following is a summary of the proposed key development acquisition terms and conditions for a Site Sale. Any such transaction would be subject to the negotiation of definitive documents, due diligence, and fulfillment of all other conditions specified herein.

In addition to the terms and conditions set out in the other sections of the RFP, the following terms and conditions would be applicable to a proposal under a Site Sale:

- A. Assets to be Acquired. The following assets would be acquired by PacifiCorp:
- (i) the wind data;
  - (ii) the wind anemometers (on site; additional towers that may be installed; describe the permanent and temporary anemometers installed or to be installed at the site);
  - (iii) the wind anemometer easements;
  - (iv) the wind farm easements, leases, options, etc. (both those currently obtained and any future ones obtained relating to this site) and the land for the substation (or the option to purchase such land);
  - (v) the transmission interconnect and service queue position and all other interconnection and transmission rights;
  - (vi) any engineering, design or planning work, including any drawings, reports, etc.;
  - (vii) contractor/vendor proposals and estimates;
  - (viii) permits and/or permit applications, green tags and any similar rights and other assets, if any;
  - (ix) the studies and reports completed for the project and all books and records related to the project; and
  - (x) all other development rights owned by Bidder.

The Acquired Assets would not include the limited liability company and related corporate qualifications, arrangements with registered agents, taxpayer and other identification numbers, minute books, etc.

- B. Liabilities to be Assumed. PacifiCorp would assume only the obligations and liabilities arising after the closing date under the land agreements and permits.
- C. Price/Payment Terms. The following amounts would be paid by PacifiCorp at the times described:
- (i) Upon execution of the definitive acquisition agreement - \$ \_\_\_\_\_.
  - (ii) Other development milestones – Provide milestones and payment amounts: \_\_\_\_\_
  - (iii) At closing of the sale - \$ \_\_\_\_\_
  - (iv) Total amount -- \$ \_\_\_\_\_

Bidder should submit in its Proposal the total purchase price, the payment terms, and the specific development assets that Bidder will sell to PacifiCorp.

D. Conditions to Closing. The following would be conditions to PacifiCorp's obligation to close on the transaction:

- (i) PacifiCorp completing its site due diligence investigation and approving the results, including, without limitation, wind resource, environmental, avian risk, beam path, ALTA survey, marketable title, geotechnical, FAA No Hazard Determination, local zoning, transmission interconnection and transmission service, etc. Such reports are to be provided by Bidder and must show no material adverse impact on the development, ownership or operation of the facility; and the wind report must show that the project is expected to meet or exceed a minimum annual production level.
- (ii) Bidder completing the further development actions as agreed to and set out in the final contract documents; and

The conditions would be required to be satisfied by \_\_\_\_\_ [Bidder to submit its proposed date] ("Long Stop Date"). If conditions are not satisfied, PacifiCorp would have an option to extend the Long Stop Date for up to 12 additional months. If the conditions are not satisfied by the Long Stop Date then either party may terminate the agreement. PacifiCorp would have the right to waive any such conditions and proceed to closing of the transaction; and if Bidder fails to complete certain actions the contract price will adjusted downward by an amount to be agreed upon in the final contract documentation.

E. Post Execution/Pre-Closing Obligations. Bidder would be required to take the following actions after execution of the definitive acquisition agreement:

- (i) obtain additional land agreements necessary for the full facility at the site (including wind farm easements and the purchase of (or option to purchase) the substation property) at Bidders expense, if such land agreements have not been previously entered into. Bidder may be required to obtain amendments to the land agreements if the terms of such agreements are not satisfactory to PacifiCorp. PacifiCorp desires land agreements for a term not less than 30 years and that have a fixed annual payment amount (and that are not tied to a PPA price or to energy production from the particular wind turbine located on the landowner's property);
- (ii) provide reasonable assistance to PacifiCorp in connection with PacifiCorp's due diligence investigation;
- (iii) provide at Bidder's cost and expense all necessary title work, title opinions and/or title insurance and provide wind farm easement/lease agreements in a form and with terms and conditions satisfactory to PacifiCorp and its attorneys for all site property;
- (iv) provide at Bidders cost and expense all development studies, including Phase I environmental study, avian studies, geotechnical studies, cultural and biological studies, and other similar studies), obtain at Bidders cost and expense FAA No-

Hazard Determination(s), and obtain at Bidders cost and expense all necessary zoning permits and approvals, including any necessary set-back variances/approvals such that zoning requirements and wind farm easement/lease agreements are consistent;

- (v) complete other development actions, including obtaining county approval for wind farm tax abatement, if available in such county, and other actions to be agreed;
- (vi) provide other assistance to PacifiCorp as reasonably requested by PacifiCorp, including in connection with any permitting activities (any out of pocket expenses associated therewith to be reimbursed by PacifiCorp and
- (vii) complete all transmission interconnection and transmission services actions and arrangements necessary to interconnect the project and to deliver the energy to PacifiCorp's transmission system.

F. Other Terms. The definitive acquisition agreement would also contain the following terms:

- (i) Mutually agreed representation and warranties;
- (ii) Bidder would cease all development activity related to this site and would not enter into any further agreements relating to the project or the site (except those actions required or permitted in accordance with the definitive acquisition agreement);
- (iii) Bidder would agree not to pursue competing development in the area of the project site (limits to be based upon wind resource (e.g., upwind array impacts), transmission issues and other technical constraints that may impact the operations and costs of development of the wind farm on the site).

## Appendix G-2 – Site Sale - Wind Information

**Bid Number** \_\_\_\_\_

1. How was the wind data collected, certified, and correlated to the reference points?
2. Who provided the wind data analysis service?
3. What is reference height, or heights, of the meteorological data?
4. What is the assumed turbine type, hub height, and rotor diameter?
5. How was the wind data adjusted for the turbine hub height?
6. What is the estimated wind shear and how was the wind shear calculated?
7. What is the accuracy of your wind and energy forecast?
8. What is the basis year of the underlying data? Are the reference years high, low, or average years?
9. How was generation output calculated from the meteorological data?
10. What specific de-ratings are included in your energy forecast (wind array losses, line losses, blade degradation, site elevation, etc.)?

In anticipation of a potential need to perform comparison among bids, PacifiCorp also requests the following more detailed information:

### A. Site Wind Data

1. Raw hourly or ten-minute wind speed and direction data
2. Description of equipment used to record data
3. Available calibration certificates for equipment
4. Conversion factors (e.g. m/s per Hz) applied in recording wind speeds
5. Maintenance records for the monitoring work
6. Location, height and orientation relative to mast of all sensors

### B. Reference Wind Data

1. Hourly or ten-minute wind speed and direction data
2. Description of equipment used to record data
3. Available calibration certificates for equipment

4. Maintenance records for the monitoring work
5. Location, height and orientation relative to mast of all sensors

**C. Wind Turbine Information**

1. Turbine make and model
2. Turbine rotor diameter
3. Turbine hub height
4. Turbine power curve

**D. Wind Project Information**

1. Layout of wind project turbine array using latitude and longitude co-ordinates
2. Detailed topographic maps of project area with all mast and turbine locations

**E. Verification and Analysis**

1. Details of instrument configurations and measurement periods for each site mast and reference station
2. Summary of mast maintenance records and explanations for significant periods of missing data
3. Data recovery rates and measured monthly means for masts employed in the assessment

**F. Prediction of Wind Regime**

1. Description of methodology employed to adjust measured wind speeds on site to the long-term
2. Correlation plots and coefficients for relevant correlations in the assessments
3. Predicted long-term mean wind speeds at measurement heights and hub height at all masts employed in the assessment
4. Annual wind speed and direction frequency distribution for long-term site masts
5. Plot of annual wind rose for long-term site masts
6. Description of methodology employed to extrapolate mean wind speeds at measurement heights to hub height

**G. Prediction of Wind Speed Variations**

1. Description of methodology employed to predict wind speed variations across the site
2. Details of wind flow modeling employed and any inputs to the model (where applicable)

**H. Energy Production Estimate**

1. Predicted hub height mean wind speed and gross and net energy production for the full project
2. Predicted long-term site air density
3. Turbine power curve employed and description of any adjustments made to the power curve
4. Description of methodology employed to calculate energy losses due to array effects
5. Clear breakdown of applied energy loss factors
6. Monthly and diurnal pattern of predicted energy production with an explanation of the variation
7. Analysis of the uncertainty associated with the predictions provided in the assessment