

DEP GRANT AGREEMENT
PENNSYLVANIA GREEN ENERGY WORKS!
WIND
GRANT PROGRAM

This Grant Agreement is entered into, by and between ^{UNIFORM} **Iberdrola Renewables, Inc, 1125 Couch St, Suite 700, Portland, OR 97209,** a ^{CORPORATION} Business, ("Grantee") and the Commonwealth of Pennsylvania, Department of Environmental Protection, Office of Energy and Technology Development, P.O. Box 8772, Harrisburg, PA 17105-8772 ("Department" or "DEP").

WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the **South Chestnut Wind Power Project** ("Project") and DEP has approved the application; and

WHEREAS, DEP has the administrative authority to issue grants under the State Energy Program; and

WHEREAS, DEP is authorized by Section 204(h) of the Small Business and Household Pollution Prevention Program Act (35 P.S. 6029.201 et seq.) to make grants to educate and provide assistance to the public in the areas of natural resources and energy conservation; and

WHEREAS, additional funds have been made available for the project as authorized by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, ("ARRA");

NOW, THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

1. MAXIMUM GRANT DOLLAR AMOUNT- DEP grants to Grantee the amount not to exceed **\$10,000,000**.
2. GRANT TERM – This Grant Agreement shall not be a legally binding agreement until this Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of (a) the Project completion date (as defined below) or (b) the date of final payment.
3. PERIOD OF PERFORMANCE – Upon full execution of this Agreement, Project work (a) may, at the discretion of the Department, be reimbursed from **February 5, 2010**, through the date of full execution and (b) shall be paid for from the date of full execution through **April 30, 2012** (the "Project completion date"). All Project work under this Agreement shall be completed no later than the Project completion date.

4. STANDARD COMMONWEALTH ATTACHMENTS- Grantee shall comply with the terms and conditions applicable to "Contractor" in the following standard Commonwealth attachments, each attached hereto and made a part hereof:

Attachment A- Provisions for Commonwealth Contracts
Attachment B- Nondiscrimination/Sexual Harassment Clause

5. DEP GENERAL CONDITIONS – Grantee shall perform Project work in accordance with the following general conditions attached hereto and made a part hereof. For the purposes of this attachment, "Grantee" and "Contractor" are synonymous:

Attachment C- DEP General Conditions

6. SCOPE OF WORK; BUDGET- Grantee shall perform Project work in accordance with the Project Scope of Work set forth in Attachment D. Grantee shall incur expenses under this agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. Attachment D is attached hereto and made a part hereof:

Attachment D- Project Scope of Work and Budget

7. SPECIAL CONDITIONS – Grantee shall perform Project work in accordance with the following grant program-specific special conditions attached hereto and made a part hereof:

Attachment E- Special Requirements/Special Conditions
Attachment F- Federal Requirements
Attachment G- ARRA Addendum

Signature sheet for Corporations, School Districts and Non-profit Organizations

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents.

ATTEST/WITNESS:

Iberdrola Renewables, Inc:

Secretary / Treasurer / Assistant Secretary /
Assistant Treasurer (circle correct)



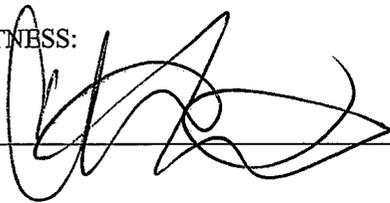
President / Vice President (circle correct) **Scott Jacobson**
Authorized Representative

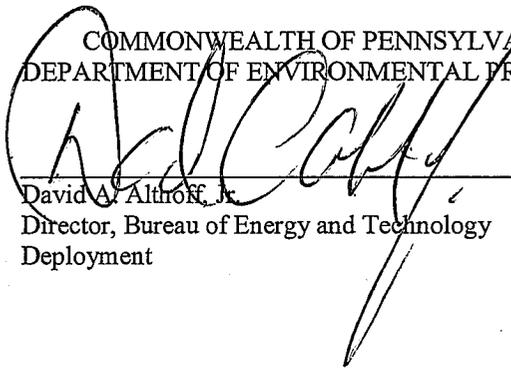
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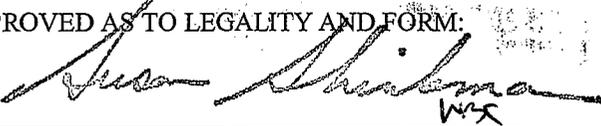
WITNESS:



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION


David A. Althoff, Jr.
Director, Bureau of Energy and Technology
Deployment

APPROVED AS TO LEGALITY AND FORM:



Chief/Assistant Counsel
Department of Environmental Protection

(NOT REQUIRED)

Office of General Counsel

PRE-APPROVED

Office of Attorney General

I hereby approve this agreement and certify that
funds in the amount of **\$10,000,000**
are available under the Appropriation Symbol:

7786409790 3577009000 V14193000000 6600100 - \$9,999,800.00
7786410790 3577009000 V14193000000 6600100 - \$100.00
7786411790 3577009000 V14193000000 6600100 - \$100.00



Comptroller
4/5/10
Date

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