Dear Ms. Esterson:

Perennial Power Holdings, Inc (PPH) is providing formal notice of its request to terminate the site certificate for the Perennial Wind Chaser Station.

Based on OAR 345-027-0110, PPH is submitting this termination request for Perennial Wind Chaser Station’s (PWC) Site Certificate which was originally issued on 09/18/2015 and amended on 11/22/19.

The PWC project was divided into two construction phases. Phase one was limited to the construction of an access road and a professionally engineered bridge on PPH’s property. Phase two was to entail construction of the plant and all associated infrastructure. The second phase of the PWC project was not commenced, which significantly limited the impact on the approved construction site.

The area affected by the phase one construction project is approximately .15 acres and is located in an industrial area of Umatilla County. The surrounding properties are industrial in nature and include major highway, rail, and electrical infrastructure as well as numerous industrially focused businesses. We have attached images showing the PWC site, the bridge, and associated road, as well as an area map showing the industrial nature of the properties surrounding the PWC site as Exhibit 1.

Construction on phase one of the PWC project started on September 21, 2020 and was completed on March 31, 2021. Phase one of the PWC project is complete and no additional construction will be performed under the authority of the Site Certificate.

The 1200-C Construction Stormwater Permit issued to PPH by the Oregon Department of Environmental Quality, File Number 123523, was terminated effective April 27, 2022. The termination of this 1200-C Permit restricts PPH’s ability to construct phase two of the PWC project.

During the termination process for the 1200-C Permit, PPH was required to restore the site to a useful, non-hazardous condition, including the provision of information on how impacts to fish, wildlife and the environment were minimized during the retirement process. All of these requirements were met and have been completed. PPH has paid for all costs associated with meeting all of the termination of the 1200-C Permit requirements and
PPH does not anticipate any additional costs to be incurred as the site has been restored. The restoration requirements under the ODOE Site Certificate are similar in nature to the ODEQ requirements and, as such, have been met (i.e., the site has been returned to a state that protects public health, safety, and the environment). We have attached a copy of the Termination of General NPDES Permit No. 1200-C Termination Letter from the Oregon Department of Environmental Quality as Exhibit 2.

The access road and bridge that were constructed during phase one of the PWC project are beneficial and necessary to maintain the usefulness of PPH’s privately held property. Umatilla County has confirmed that the road and bridge were constructed with the proper permits obtained through the County Planning Department and are considered an accessory to the use of the property and will be allowed to continue use after the Site Certificate is terminated. We have attached a confirmation letter to that effect from the Umatilla County Department of Land Use Planning and images of the access road and bridge as Exhibit 3.

As required by OAR 345-021-0010(1)(f), PPH has attached a list of the described property owners and associated public notice map as Exhibits 4 & 5.

As required by OAR 345-027-0110 (5)(a), the certificate holder must include a plan for retirement that provides for completion of retirement without significant delay and that protects public health, safety and the environment;

The current state of PWC currently poses no threat to public health, safety and the environment.

As required by OAR 345-027-0110 (5)(b), the certificate holder must provide a description of actions the certificate holder proposes to take to restore the site to a useful, non-hazardous condition, including information on how impacts to fish, wildlife and the environment would be minimized during the retirement process;

The certificate holder intends to leave the infrastructure (site access road and bridge) in place for ingress/egress to private property and will therefore have no impact to fish, wildlife and the environment during the retirement process.

As required by OAR 345-027-0110 (5)(c), the certificate holder must provide a current detailed cost estimate and a plan for ensuring the availability of adequate funds for completion of retirement; and

Currently, there are no projected costs associated for retirement as shown in Exhibit 6 (Restoration Costs), but have included the Standby Letter of Credit as Exhibit 7, ensuring adequate funds. There will be general road and bridge maintenance during the lifecycle of the improved infrastructure, which will be the responsibility of the property owner.
Based upon the foregoing, all obligations under the site certificate have been met and, accordingly, PPH requests a termination of the PWC site certificate.

Sincerely,

JJ Jamieson

JJ Jamieson

Vice President, Operations and Development
Perennial Power Holdings, Inc.
Senior Vice President, Hermiston Generating Company
Application for Termination Attachments

Exhibit 1: Site Map
Exhibit 2: 1200-C Termination
Exhibit 3: Letter from Umatilla County
Exhibit 4: Property Owner Information
Exhibit 5: Property Owner Map
Exhibit 6: Decommissioning Estimate
Exhibit 7: Letter of Credit
Exhibit 1: Site Map
Industrial Sites Surrounding PWC site

Legend

2000 ft

Google Earth
Exhibit 2: 1200-C Termination
April 27, 2022

Bradley Knight  
Perennial WindChaser LLC  
24 Waterway Ave Suite 740  
The Woodlands, Texas 77380

Re: Termination of General NPDES Permit No. 1200-C Assignment  
Termination Letter  
Facility – Perennial Wind Chaser Station, Ext To 78145 Westland Rd., Hermiston, Oregon,  
97838, Umatilla County

Dear Bradley Knight,

Per your request received on 03-29-2022, assignment of 1200C Construction Stormwater Permit coverage for the site referenced above has been terminated, effective the date of this letter. Please contact the DEQ stormwater permitting program staff if you have further questions.

Sincerely,

DEQ Stormwater Permitting Program
Exhibit 3: Letter from Umatilla County
May 17, 2022

Oregon Department of Energy
Attn: Sarah Esterson, Senior Policy Advisor
550 Capital Street NE
Salem, OR 97301

Subject: Perennial Wind Chaser Site Certificate Termination

Dear Ms. Esterson:

The purpose of this letter is to address existing land uses occurring on property owned by Hermiston Generating Co. LP in Umatilla County. It is our understanding that the applicant, Perennial Power Holdings, Inc., has provided notice of intent to terminate the site certificate for the Perennial Wind Chaser Project. Our department finds that the existing developments on the property (i.e. access road, and bridge) have received proper permits through the County Planning Department, are considered accessory to the use of the property, and will be allowed to continue use after project termination.

Thank you for your attention to our comments. Additional questions may be directed to Robert Waldher, Planning Director, Umatilla County Planning, 216 S. E. 4th Street, Pendleton, Oregon 97801; phone (541) 278-6251 or e-mail at robert.waldher@umatillacounty.gov.

Sincerely,

Robert T. Waldher,
Planning Director

CC: Bradley Knight, General Manager - Hermiston Generating Co. LP

File
Exhibit 4: Property Owner Information
<table>
<thead>
<tr>
<th>Account_ID</th>
<th>Map_Tax</th>
<th>MAP</th>
<th>Taxlot</th>
<th>OWNER</th>
<th>IN_CARE_OF</th>
<th>AGENT</th>
<th>M_ADDRESS</th>
<th>M_CITY</th>
<th>M_STATE</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>116888</td>
<td>4N2725A000200</td>
<td>4N2725A0</td>
<td>200</td>
<td>FLYING J INC</td>
<td>C/O PILOT TRAVEL CENTERS LLC #600</td>
<td>RIVER POINT FARMS</td>
<td>PO BOX 54470</td>
<td>LEXINGTON</td>
<td>KY</td>
<td>40555</td>
</tr>
<tr>
<td>147610</td>
<td>4N2725A000500</td>
<td>4N2725A0</td>
<td>500</td>
<td>FARMLAND RESERVE INC</td>
<td></td>
<td>RIVER POINT FARMS</td>
<td>PO BOX 511196</td>
<td>SALT LAKE CITY</td>
<td>UT</td>
<td>84151</td>
</tr>
<tr>
<td>148635</td>
<td>4N2725A000600</td>
<td>4N2725A0</td>
<td>600</td>
<td>BT PROPERTY LLC</td>
<td>ATTN:CORPORATE REAL ESTATE DEPT</td>
<td></td>
<td>55 GLENLAKE PKWY</td>
<td>ATLANTA</td>
<td>GA</td>
<td>30328</td>
</tr>
<tr>
<td>149098</td>
<td>4N2725A000700</td>
<td>4N2725A0</td>
<td>700</td>
<td>BOUNDS ROGER S</td>
<td></td>
<td></td>
<td>PO BOX 148</td>
<td>HERMISTON</td>
<td>OR</td>
<td>97838</td>
</tr>
<tr>
<td>118206</td>
<td>4N28300000100</td>
<td>4N283000</td>
<td>100</td>
<td>ART MORTGAGE BORROWER PROPCO</td>
<td>MARVIN POER &amp; CO</td>
<td>10 GLENLAKE PKWY #600</td>
<td>PO BOX 1148</td>
<td>Atlanta</td>
<td>GA</td>
<td>30328</td>
</tr>
<tr>
<td>139644</td>
<td>4N28300000400</td>
<td>4N283000</td>
<td>400</td>
<td>UMATILLA ELECTRIC CO-OP ASSN</td>
<td></td>
<td></td>
<td>PO BOX 1148</td>
<td>HERMISTON</td>
<td>OR</td>
<td>97838</td>
</tr>
<tr>
<td>139646</td>
<td>4N28300000500</td>
<td>4N283000</td>
<td>500</td>
<td>UMATILLA ELECTRIC CO-OP ASSN</td>
<td></td>
<td></td>
<td>PO BOX 1148</td>
<td>HERMISTON</td>
<td>OR</td>
<td>97838</td>
</tr>
<tr>
<td>144903</td>
<td>4N28300000600</td>
<td>4N283000</td>
<td>600</td>
<td>BUSINESS PROPERTY GROUP LLC</td>
<td></td>
<td></td>
<td>2229 E AVENUE Q</td>
<td>PALMDALE</td>
<td>CA</td>
<td>93550</td>
</tr>
<tr>
<td>118231</td>
<td>4N283000001100</td>
<td>4N283000</td>
<td>1100</td>
<td>AMAZON DATA SERVICES INC</td>
<td>ATTN: TAX DEPT</td>
<td></td>
<td>PO BOX 80416</td>
<td>SEATTLE</td>
<td>WA</td>
<td>98108</td>
</tr>
<tr>
<td>118227</td>
<td>4N28300001200</td>
<td>4N283000</td>
<td>1200</td>
<td>PERENNIAL POWER HOLDINGS INC</td>
<td></td>
<td></td>
<td>380 MADISON AVE</td>
<td>NEW YORK</td>
<td>NY</td>
<td>10017</td>
</tr>
<tr>
<td>118221</td>
<td>4N28300001500</td>
<td>4N283000</td>
<td>1500</td>
<td>HERMISTON GENERATING CO &amp; PACIFICORP</td>
<td>PACIFICORP</td>
<td></td>
<td>78145 WESTLAND RD</td>
<td>HERMISTON</td>
<td>OR</td>
<td>97838</td>
</tr>
<tr>
<td>118203</td>
<td>4N280000000500</td>
<td>4N280000</td>
<td>500</td>
<td>LAMB WESTON INC</td>
<td></td>
<td></td>
<td>PO BOX C1900</td>
<td>PASCO</td>
<td>WA</td>
<td>97302</td>
</tr>
<tr>
<td>151029</td>
<td>4N280000000700</td>
<td>4N280000</td>
<td>700</td>
<td>HERMISTON GENERATING CO &amp; PACIFICORP</td>
<td></td>
<td></td>
<td>825 NE MULTINOMAH ST STE 1900</td>
<td>PORTLAND</td>
<td>OR</td>
<td>97239</td>
</tr>
</tbody>
</table>
Exhibit 5: Property Owner Map
Exhibit 6: Decommissioning Estimate
### Exhibit 6 - Restoration Costs

<table>
<thead>
<tr>
<th>2018 RFA1 Approved Site Restoration Plan</th>
<th>W/O ZLD</th>
<th>W ZLD</th>
<th>Applicable</th>
<th>Phase 1 Site restoration Plan</th>
<th>Projected Cost</th>
<th>Notes</th>
<th>Retirement Cost Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Switchyard &amp; Substation</td>
<td>$128,000</td>
<td>$128,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Balance of Plant Misc.</td>
<td>$1,065,000</td>
<td>$1,028,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Roads¹</td>
<td>$55,000</td>
<td>$55,000</td>
<td>Yes</td>
<td>$55,000</td>
<td>$4,000</td>
<td>Road remains</td>
<td>$0</td>
</tr>
<tr>
<td>All Balance of Plant Buildings</td>
<td>$14,000</td>
<td>$14,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Fuel Equipment</td>
<td>$118,000</td>
<td>$118,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>All Other Tanks</td>
<td>$36,000</td>
<td>$36,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Transformers &amp; Foundation</td>
<td>$341,000</td>
<td>$341,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Cooling Towers &amp; Basin</td>
<td>$216,000</td>
<td>$216,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>ZLD System</td>
<td>--</td>
<td>$47,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Hazardous Waste Disposal</td>
<td>$500,000</td>
<td>$500,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Concrete Removal, Crushing, &amp; Disposal²</td>
<td>$66,000</td>
<td>$66,000</td>
<td>Yes</td>
<td>$66,000</td>
<td>$43,000</td>
<td>Bridge remains</td>
<td>$0</td>
</tr>
<tr>
<td>Grading &amp; Seeding³</td>
<td>$317,000</td>
<td>$317,000</td>
<td>Yes</td>
<td>$317,000</td>
<td>$16,000</td>
<td>Completed prior to 1200-C termination</td>
<td>$0</td>
</tr>
<tr>
<td>Debris</td>
<td>$18,000</td>
<td>$18,000</td>
<td>No</td>
<td>$0</td>
<td>$0</td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

Notes:
1 Reference cell L:23 of the "By Unit Summary Round" tab of the PWC 8.30.20 decommissioning spreadsheet
2 Reference cell L:39 of the "By Unit Summary Round" tab of the PWC 8.30.20 decommissioning spreadsheet
3 Reference cell L:40 of the "By Unit Summary Round" tab of the PWC 8.30.20 decommissioning spreadsheet

Subtotal $63,000
CPI Adjustment $64,411.93
Overhead (10%) $6,441.19
Profit (10%) $7,085.31
Insurance (3%) $2,338.15
Subtotal $80,276.59
Performance Bond (1%) $802.77
Gross Cost $81,079.36
Administration & PM (10%) $8,107.94
Future Development contingency (20%) $16,215.87
Phase 1 Site restoration Cost (Q3 2020) $105,403.16
Exhibit 7: Letter of Credit
Irrevocable
Standby Letter of Credit No.: S527398N

ISSUE DATE: SEPTEMBER 16, 2020

MUFG BANK, LTD.,
NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTN: TRADE SERVICE OPERATIONS / STANDBY LC SECTION

BENEFICIARY:
STATE OF OREGON
ACTING BY AND THROUGH
THE ENERGY FACILITY SITING COUNCIL
C/O ENERGY SITING DIVISION ADMINISTRATOR
OREGON DEPARTMENT OF ENERGY
550 CAPITOL ST NE 1ST FLOOR
SALEM, OREGON 97301-3737

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF PERENNIAL-WINDCHASER LLC, 300 MADISON AVENUE, NEW YORK, NY 10017, WE, MUFG BANK, LTD., NEW YORK BRANCH HEREBY ESTABLISH EFFECTIVE IMMEDIATELY, IN FAVOR OF YOU, THE STATE OF OREGON, ACTING BY AND THROUGH THE ENERGY FACILITY SITING COUNCIL ("BENEFICIARY") THIS IRRREVOCABLE STANDBY LETTER OF CREDIT NUMBER S527398N (THE "LETTER OF CREDIT") IN THE AMOUNT OF US$110,000.00 (ONE HUNDRED TEN THOUSAND AND 00/100 UNITED STATES DOLLARS) (AS SUCH AMOUNT MAY BE REDUCED FROM TIME TO TIME BY PARTIAL DRAWS HEREUNDER, THE "STATED AMOUNT").

WE ARE INFORMED THAT THIS LETTER OF CREDIT IS BEING ISSUED IN CONNECTION WITH THE SITE CERTIFICATE FOR THE WIND CHASER 200-400MW GAS FIRED POWER PROJECT (THE "PROJECT") WITH THE STATE OF OREGON DATED SEPTEMBER 18, 2015, AND ITS FIRST AMENDMENT DATED NOVEMBER 22, 2019, AS MAY BE AMENDED FROM TIME TO TIME.

THIS LETTER OF CREDIT IS ISSUED, PRESENTABLE, AND PAYABLE AT OUR OFFICES AT MUFG BANK, LTD., NEW YORK BRANCH, 1251 AVENUE OF THE AMERICAS, NEW YORK, NY 10020, ATTENTION: TRADE SERVICE
OPERATIONS/STANDBY LETTER OF CREDIT SECTION AND EXPIRES WITH OUR CLOSE OF BUSINESS ON SEPTEMBER 17, 2021 (THE "EXPIRATION DATE").

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR SUCCESSIVE ONE (1) YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS WE PROVIDE YOU WITH WRITTEN NOTICE BY OVERNIGHT COURIER OR REGISTERED MAIL OF OUR ELECTION NOT TO EXTEND THIS LETTER OF CREDIT AT LEAST SIXTY (60) DAYS PRIOR TO ANY SUCH EXPIRATION DATE (THE PRESENT OR ANY FUTURE EXPIRATION DATE AS AFORESAID IS REFERRED TO HEREIN AS THE "EXPIRATION DATE").

SUBJECT TO THE TERMS AND CONDITIONS HEREIN, FUNDS UNDER THIS LETTER OF CREDIT ARE AVAILABLE AT SIGHT AGAINST YOUR DRAFT(S) DRAWN ON US BEARING UPON ITS FACE THE CLAUSE "DRAWN UNDER MUFG BANK, LTD., NEW YORK BRANCH LETTER OF CREDIT NUMBER S527398N DATED SEPTEMBER 16, 2020' AND ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. THE ORIGINAL OF THIS LETTER OF CREDIT AND ALL SUBSEQUENT AMENDMENTS, IF ANY; AND

2. EITHER ONE OF THE DATED DRAW CERTIFICATE SIGNED BY AN AUTHORIZED OFFICER OF THE BENEFICIARY AND ON BENEFICIARY'S LETTERHEAD IN THE FORM OF ATTACHED EXHIBIT(S) A, B OR C TO THIS LETTER OF CREDIT (INCORPORATED HEREIN BY REFERENCE AND MADE AN INTEGRAL PART HEREOF).

PARTIAL DRAWING AND MULTIPLE PRESENTATIONS ARE PERMITTED UNDER THIS LETTER OF CREDIT, PROVIDED THAT THE STATED AMOUNT OF THIS LETTER OF CREDIT SHALL BE PERMANENTLY REDUCED BY THE AMOUNT OF EACH SUCH DRAW PAID BY US.

THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ANY OF THE RIGHTS HEREUNDER ASSIGNED. ANY PURPORTED TRANSFER OR ASSIGNMENT SHALL BE VOID AND OF NO FORCE OR EFFECT.

MUFG BANK, LTD., NEW YORK BRANCH AGREES THAT A DRAFT DRAWN AND PRESENTED IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULLY HONORED UPON PRESENTATION. IF A DRAFT MADE BY BENEFICIARY DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT, WE WILL GIVE BENEFICIARY PROMPT NOTICE THAT THE DEMAND FOR PAYMENT WILL NOT BE AFFECTED. SUCH NOTICE WILL INCLUDE A STATEMENT OF REASONS FOR THE DENIAL. UPON BEING NOTIFIED THAT THE DEMAND FOR PAYMENT WAS NOT AFFECTED IN CONFORMITY WITH THIS LETTER OF CREDIT, BENEFICIARY MAY ATTEMPT TO CORRECT THE NONCONFORMING DEMAND; PROVIDED, HOWEVER, THAT ANY DRAFT OR DOCUMENT PRESCRIBED TO CORRECT SUCH NONCONFORMING DEMAND MUST BE PROVIDED ON OR PRIOR TO THE EXPIRATION DATE.

THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENTS OR AGREEMENTS REFERRED TO HEREIN, EXCEPT ONLY THE EXHIBITS REFERRED TO HEREBY AND ANY SUCH
REFERENCE SHALL NOT BE DEEMED TO INCORPORATE BY REFERENCE ANY DOCUMENT, INSTRUMENT OR AGREEMENT EXCEPT FOR SUCH EXHIBITS.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590. AS TO MATTERS NOT COVERED BY THE ISP98, THIS LETTER OF CREDIT SHALL BE GOVERED BY THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREUNDER.

MUFG BANK, LTD.,
NEW YORK BRANCH

[Signature]
ANTONINA BONDI, VP
Exhibit A

[EFSC LETTERHEAD]

DRAW CERTIFICATE

[DATE]

MUFG BANK, LTD., NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTENTION: TRADE SERVICE OPERATIONS/STANDBY LETTER OF CREDIT SECTION

Drawn under Irrevocable Standby Letter of Credit Number S527398N dated September 16, 2020

Ladies and Gentlemen:

Any capitalized term used herein shall have the meaning defined for that term by the Letter of Credit. The undersigned, the duly elected and acting of the Beneficiary, hereby certifies as follows:

1. PERENNIAL-WINDCHASER LLC has permanently ceased commercial operation of the energy facility described in the Site Certificate for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT, as amended from time to time (the "Site Certificate").

2. Either [Select Applicable Provision]:

[ ] PERENNIAL-WINDCHASER LLC has failed to submit to Beneficiary a retirement plan for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT as required by OAR 345-027-0110.

Or

[ ] Beneficiary has issued a final order disapproving the final retirement plan proposed by PERENNIAL-WINDCHASER LLC for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT.

Or

[ ] PERENNIAL-WINDCHASER LLC has failed to comply with the terms and conditions of the approved final retirement plan for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT and Beneficiary's order authorizing retirement of the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT.

3. As a result of said breach of the Site Certificate, the Beneficiary is entitled pursuant to the provisions of the Site Certificate to make demand under the Letter of Credit in the amount of US$[______].

4. The undersigned has concurrently presented to you its sight draft drawn in the amount specified in Paragraph 3 above, which amount does not exceed the lesser of (a) the amount the
Beneficiary is entitled to draw pursuant to the provisions of the Site Certificate, and (b) the Stated Amount as of the date hereof. The date of the sight draft is the date of this Certificate, which is not later than the Expiration Date.

5. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

[____]

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the [_____] day of [______].

STATE OF OREGON, acting by and through the Energy Facility Siting Council, as Beneficiary

By:
Title:
Exhibit B

[EFSCLETTERHEAD]

DRAWCERTIFICATE

[DATE]

MUFG BANK, LTD., NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTN: TRADE SERVICE OPERATIONS/STANDBY LC SECTION

Drawn under Irrevocable Standby Letter of Credit Number S527398N dated September 16, 2020

Ladies and Gentlemen:

Any capitalized term used herein shall have the meaning defined for that term by the Letter of Credit.

The undersigned, the duly elected and acting of the Beneficiary, hereby certifies as follows:

1. MUFG BANK, LTD., NEW YORK BRANCH has heretofore provided written notice to the Beneficiary of the MUFG BANK LTD., NEW YORK BRANCH’s intent not to renew the Letter of Credit following the present Expiration Date thereof.

2. PERENNIAL-WINDCHASER LLC is required to deliver to the Beneficiary and keep in effect, a bond or letter of credit that satisfies the requirements of Condition [_____] of the Site Certificate for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT, as amended from time to time (the "Site Certificate").

3. Neither PERENNIAL-WINDCHASER LLC nor any person acting on its behalf has, at least thirty (30) days prior to the present Expiration Date of the Letter of Credit, delivered to Beneficiary a bond or letter of credit that satisfies the requirements of Condition [_____] of the Site Certificate.

4. As a result of said breach of the Site Certificate, the Beneficiary is entitled pursuant to the provisions of the Site Certificate to make demand under the Letter of Credit in the amount of US$[______].

5. The undersigned has concurrently presented to you its sight draft drawn in the amount specified in Paragraph 4 above, which amount does not exceed the lesser of (a) the amount the Beneficiary is entitled to draw pursuant to the provisions of the Site Certificate, and (b) the Stated Amount as of the date hereof. The date of the sight draft is the date of this Certificate, which is not later than the Expiration Date.

6. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the [_____] day of [____].

STATE OF OREGON, acting by and through the Energy Facility Siting Council, as Beneficiary

By:
Title:
Exhibit C

[EFSC LETTERHEAD]

DRAW CERTIFICATE

[DATE]

MUFG BANK, LTD., NEW YORK BRANCH
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
ATTENTION: TRADE SERVICE OPERATIONS/STANDBY LETTER OF CREDIT SECTION

Drawn under Irrevocable Standby Letter of Credit Number S527398N dated September 16, 2020

Ladies and Gentlemen:

Any capitalized term used herein shall have the meaning defined for that term by the Letter of Credit. The undersigned, the duly elected and acting of the Beneficiary, hereby certifies as follows:

1. PERENNIAL-WINDCHASER LLC has begun construction of the project described in the Site Certificate for the WIND CHASER 200-400MW GAS-FIRED POWER PROJECT, as amended from time to time (the "Site Certificate") but has not completed construction by the deadline specified in Condition [_____] of the Site Certificate.

2. Neither PERENNIAL-WINDCHASER LLC nor any successor has requested an amendment of the Site Certificate extending the construction completion deadline in compliance with applicable rules.

3. As a result of said breach of the Site Certificate, the Beneficiary is entitled pursuant to the provisions of the Site Certificate to make demand under the Letter of Credit in the amount of US$[______].

4. The undersigned has concurrently presented to you its sight draft drawn in the amount specified in Paragraph 4 above, which amount does not exceed the lesser of (a) the amount the Beneficiary is entitled to draw pursuant to the provisions of the Site Certificate, and (b) the Stated Amount as of the date hereof. The date of the sight draft is the date of this Certificate, which is not later than the Expiration Date.

5. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate as of the [_____] day of [______].

STATE OF OREGON, acting by and through the Energy Facility Siting Council, as Beneficiary By:

Title: