



Department of Energy

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

FREEDOM OF INFORMATION ACT PROGRAM

November 28, 2022

In reply refer to: FOIA #BPA-2022-01082-F

SENT VIA EMAIL ONLY TO: wevans@revealnews.org

Will Evans, Senior Reporter and Producer
Center for Investigative Reporting
PO Box 8307
Emeryville, CA 94608

Dear Mr. Evans,

This communication is the Bonneville Power Administration's (BPA) final response to your request for agency records made under the Freedom of Information Act, 5 U.S.C. § 552 (FOIA). Your request was received by BPA on July 13, 2022, and formally acknowledged on July 14, 2022.

Request

"... all contracts for selling [renewable energy credits] RECs to Renewable Power Strategies LLC (dba RPS Advisors), from Jan. 1, 2017 to the present."

Response

BPA searched for and gathered records responsive to your request from the agency's Long Term Sales and Purchases office. Knowledgeable personnel provided 56 pages of responsive agency records. Those records accompany this communication, with the following redactions applied:

- 1 minor redaction made under 5 U.S.C. § 552(b)(4) (Exemption 4); and
- 22 minor redactions made under 5 U.S.C. § 552(b)(6) (Exemption 6)

You'll find a detailed explanation of the applied exemptions below.

Publicly Available Information

In addition to the records release described above, the agency's FOIA office collected the record, "WSPP Agreement Changes Effective August 12, 2021" in response to your information request. WSPP Inc. is an organization of electric wholesale market entities that have developed and utilize a standardized power agreement (WSPP Agreement) to execute trading opportunities, allowing WSPP members to manage power delivery and price risk. That WSPP Agreement is

responsive to your request. The WSPP Agreement, as filed with the Federal Energy Regulatory Commission (FERC), is available at www.FERC.gov, and specifically at <http://etariff.ferc.gov/TariffList.aspx>, and at the following internet location:

https://www.wspp.org/pages/Documents/08_12_21_current_effective_agreement.pdf

Explanation of Exemptions

The FOIA generally requires the release of all agency records upon request. However, the FOIA permits or requires withholding certain limited information that falls under one or more of nine statutory exemptions (5 U.S.C. §§ 552(b)(1-9)). Further, section (b) of the FOIA, which contains the FOIA's nine statutory exemptions, also directs agencies to publicly release any reasonably segregable, non-exempt information that is contained in those records.

Exemption 4

Exemption 4 protects “trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential.” (5 U.S.C. § 552(b)(4)). This exemption is intended to protect the interests of both the agency and third party submitters of information. Information is considered commercial or financial in nature if it relates to business or trade. Here, compliant with the FOIA and established guidance provided by the U.S. Department of Justice, BPA relies on Exemption 4 to withhold third party financial banking information. The FOIA does not permit discretionary release of information otherwise protected by Exemption 4.

Exemption 6

Exemption 6 serves to protect Personally Identifiable Information (PII) contained in agency records when no overriding public interest in the information exists. BPA does not find an overriding public interest in a release of the information redacted under Exemption 6—specifically, individuals' signatures. BPA cannot waive these PII redactions, as the protections afforded by Exemption 6 belong to individuals and not to the agency.

Lastly, as required by 5 U.S.C. § 552(a)(8)(A), information has been withheld only in instances where (1) disclosure is prohibited by statute, or (2) BPA foresees that disclosure would harm an interest protected by the exemption cited for the record. When full disclosure of a record is not possible, the FOIA statute further requires that BPA take reasonable steps to segregate and release nonexempt information. The agency has determined that in certain instances partial disclosure is possible, and has accordingly segregated the records into exempt and non-exempt portions.

Certification

Pursuant to 10 C.F.R. § 1004.7(b)(2), I am the individual responsible for the records search, the redactions applied thereto, and the records release described above.

Appeal

The records release certified above is final. Pursuant to 10 C.F.R. § 1004.8, you may appeal the adequacy of the records search, and the completeness of this final release, within 90 calendar days from the date of this communication. Appeals should be addressed to:

Director, Office of Hearings and Appeals
HG-1, L'Enfant Plaza
U.S. Department of Energy
1000 Independence Avenue, S.W.
Washington, D.C. 20585-1615

The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal by e-mail to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line. (The Office of Hearings and Appeals prefers to receive appeals by email.) The appeal must contain all the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either (1) in the district where you reside, (2) where you have your principal place of business, (3) where DOE's records are situated, or (4) in the District of Columbia.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows:

Office of Government Information Services
National Archives and Records Administration
8601 Adelphi Road-OGIS
College Park, Maryland 20740-6001
E-mail: ogis@nara.gov
Phone: 202-741-5770
Toll-free: 1-877-684-6448
Fax: 202-741-5769

Questions about this communication or the status of your FOIA request may be directed to James King, FOIA Public Liaison, at jjking@bpa.gov or 503-230-7621. Questions may also be directed to E. Thanh Knudson, Case Coordinator (ACS Staffing Group), at 503-230-5221 or etknudson@bpa.gov.

Sincerely,

Candice D. Palen
Freedom of Information/Privacy Act Officer
[Attachments / Enclosures: Agency records responsive to FOIA request BPA-2022-01082-F accompany this communication.](#)

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 20PM-16361
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2020 – Dec 2020	Total
Klondike 3	OR, WA	TBD	7,000
Total (NTE*)			7,000

*Not to Exceed

CONTRACT PRICE: \$2.75 /REC

Total Revenue = \$2.75 X 7,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 7,000 RECs (\$19,250) within 5 business days of executing this Confirmation Agreement

Should the quantity delivered to Renewable Power Strategies, LLC be less than 7,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$19,250 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Klondike 3	Wind	Sherman County, OR	11/2007	56468	237	50

TRACKING SYSTEM: WREGIS**REC TRANSFER DATE:** No later than 4/15/2021**CHANGE IN LAW PROVISIONS** (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$19,250

- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$19,250

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This

Confirmation Agreement is entered into this 1st day ofJune, 2020

"Effective Date" (no earlier than mutual execution of this

Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

PurchaserBy: Kristin Janicek
Digitally signed by Kristin Janicek
Date: 2020.06.01 07:38:58 -0500Name: Kristin M. Janicek
*(Print/Type)*Title: PresidentDate: 6/1/20**Seller**By: DEBRA MALIN
Digitally signed by DEBRA MALIN
Date: 2020.05.29 16:14:20 -0700Name: Debra J. Malin
*(Print/Type)*Title: Account ExecutiveDate: 5/29/20

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 20PM-16367
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2021 – Sep 2021	Total
Condon	WA	TBD	48,000
Klondike I	WA	TBD	
Stateline	WA	TBD	
Klondike III	WA	TBD	
Total (NIE*)			48,000

*Not to Exceed

CONTRACT PRICE: \$3.15/REC

Total Revenue = \$3.15 X 48,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 48,000 RECs (\$151,200) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 48,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$151,200 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76
Klondike III	Wind	Sherman County, OR	11/07	56468	237	50

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2022

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$151,200

- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$151,200

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This Confirmation Agreement is entered into this 13th day of July, 2020 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: Kristin Janicek Digitally signed by Kristin Janicek
Date: 2020.06.30 07:51:30 -05'00'

Name: Kristin Janicek
Print / Type

Title: President

Date: 6/30/20

Seller

By: DEBRA MALIN Digitally signed by DEBRA MALIN
Date: 2020.07.13 16:54:33 -07'00'

Name: Debra J. Malin
Print / Type

Title: Account Executive

Date: 7/13/20

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 21PM-16458
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2021 – Sep 2021	Total
Condon	WA	TBD	8,000
Klondike I	WA	TBD	
Stateline	WA	TBD	
Klondike III	WA	TBD	
Total (NTE*)			8,000

*Not to Exceed

CONTRACT PRICE: \$4.00 /REC

Total Revenue = \$4.00 X 8,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 8,000 RECs (\$32,000) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 8,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$32,000 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76
Klondike III	Wind	Sherman County, OR	11/07	56468	237	50

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2022

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$32,000

- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$32,000

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This Confirmation Agreement is entered into this second day of August, 2021 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: Kristin Janicek Digitally signed by Kristin Janicek
Date: 2021.07.26
17:32:50 -0600

Name: Kristin Janicek
Print/Type

Title: President

Date: 7/26/21

Seller

By: DEBRA MALIN Digitally signed by DEBRA MALIN
Date: 2021.08.02
11:00:47 -0700

Name: Debra J. Malin
Print/Type

Title: Account Executive

Date: 8/2/21

RENEWABLE ENERGY CERTIFICATE AGREEMENT
executed by the
BONNEVILLE POWER ADMINISTRATION
and
RENEWABLE POWER STRATEGIES, LLC

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Exhibit A	Form of REC Transaction Confirmation
Exhibit B	Pre-payment Provisions

This RENEWABLE ENERGY CERTIFICATE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and Renewable Power Strategies, LLC, ("Renewable Power") a corporation organized and authorized under the laws of the State of Colorado. BPA and Renewable Power are sometimes referred to individually as "Seller," "Purchaser," "Party," and collectively as "Parties."

RECITALS

The Parties wish to provide a contractual mechanism for future purchases and sales of Renewable Energy Certificates (RECs) which are not accompanied by energy.

This Agreement is not a present purchase or sale of RECs and does not constitute any advance agreement or obligation for any Party to make available or to purchase or exchange RECs.

The Parties agree:

1. TERM OF AGREEMENT

This Agreement becomes effective on the date signed by the Parties (Effective Date) and shall terminate three years from the Effective Date, unless terminated earlier in accordance with the termination provisions specified in Section 7. All obligations and liabilities accrued hereunder are preserved until satisfied.

2. UNDERLYING PROVISIONS

Unless otherwise specified in this Agreement, all provisions required to perform either Party's obligations under this Agreement shall be as described in the Western Systems Power Pool (WSPP) Agreement, as amended from time to time pursuant to its terms, and any Confirmation Agreement entered into by the Parties. Each Party has read such terms of the current WSPP agreement and agrees to the incorporation of the terms referenced in this Agreement.

Each Party further agrees to review any modifications or amendments to the WSPP Agreement as shown on the WSPP website: www.wspp.org. Such modifications or amendments shall only be effective for Transactions entered into on or after the effective date of such modifications or amendments. If either Party finds any future modification or amendment unacceptable, then the Party shall provide the other Party with written notice within 30 days of its effective date and such modification or amendment shall not be included in this Agreement.

3. DEFINITIONS

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

- (a) "Confirmation Agreement" means the agreement under which one Party (Seller) sells RECs to the other Party (Purchaser). An example Confirmation Agreement format is shown in Exhibit A.
- (b) "Western Renewable Energy Generation Information System," or "WREGIS," means the independent renewable energy tracking system operated by the Western Electricity Coordinating Council (WECC).

4. RENEWABLE ENERGY CERTIFICATE PROVISIONS

(a) Sale and Purchase of RECs

Once the Parties have agreed on the terms of a sale or purchase of RECs via phone or e-mail, the Seller shall prepare a Confirmation Agreement (see Exhibit A) that includes the terms of the proposed transaction and shall provide it to the Purchaser. Parties shall perform under Section 32.2.3 of the WSPP Agreement except that should either Party fail to deliver the required documentation within the five (5) Business Days, the other Party shall have the right to declare the proposed transaction void.

(b) Use of WREGIS Accounts

Seller shall use WREGIS to transfer RECs to Purchaser. For all REC transfers made under WREGIS, WREGIS provides the Parties independent verification of RECs transferred under each Confirmation Agreement. The

Parties agree that the use of paper Attestations is unnecessary for RECs transferred via WREGIS.

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

Parties agree to waive the requirement for monthly generation statements contained in the first sentence of WSPP Service Schedule R, Section R-3.3.1.

5. BILLING AND PAYMENT

Parties shall be subject to Billing and Pre-payment provisions provided in Exhibit B.

6. NOTICES

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

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

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

If to Renewable Power Strategies, LLC:
2535 South Fillmore St.
Denver, CO 80210

Attn: Kristin Janicek
Phone: 303-974-5284
FAX: 303-974-5284

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

Billing Information:
For Renewable Power Strategies, LLC:
Attn: Kristin Janicek
Phone: 303-974-5284
FAX: 303-974-5284
Email: kristin@rpsadvisors.com
Bank: JPMorgan Chase Bank, N.A.
Routing No. (b)(4)
Account No. [REDACTED]

Accounts Receivable:
Phone: 503 230-3574
Email: treas@bpa.gov

Accounts Payable
Phone: 503 230-5787
FAX: 503 230-3471
Email: acctspay@bpa.gov

7. TERMINATION PROVISIONS

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

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted consistent with and governed by Federal law.

Notwithstanding anything to the contrary in the WSPP Agreement, before initiating binding arbitration pursuant to Section 21.3.(d), 22.3(e)(i) or 22.3(f) of the WSPP Agreement, or if the Parties elect to pursue binding arbitration of any other dispute, the Parties shall draft and sign an agreement which shall meet the requirements of the Administrative Disputes Resolution Act of 1996, 5 U.S.C. §§ 571-584, including the requirements to set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed. Under no circumstances shall specific performance be an available remedy against BPA in arbitration.

9. ENTIRE AGREEMENT

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

10. SIGNATURES

The Parties have executed this Agreement as of the last date indicated below.

RENEWABLE POWER STRATEGIES,
LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By (b)(6)

By (b)(6)

Name Kristin M. Janicek
(Print/Type)

Name Debra J. Malin
(Print/Type)

Title President

Title Account Executive

Date 7-1-16

Date 6/28/16

**EXHIBIT A
FORM OF REC TRANSACTION CONFIRMATION**

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503 230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764

CONTRACT NUMBER 16PM-#####

REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section R-2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA)	mm / yyyy	mm / yyyy	mm / yyyy	Total
Total					

CONTRACT PRICE: \$x.xx / REC; Total Revenue = \$xx,xxx

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	On line date	EIA #	WREGIS #	BPA's share of Capacity (MW)

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: Within 5 business days of the Effective Date

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

\$ _____

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

\$XX.XX

EFFECTIVE DATE AND OTHER PROVISIONS

Effective Date (no earlier than mutual execution of this Confirmation)

The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

Signed: _____

Signed: _____

Name: Debra J. Malin

Name: _____

Date: _____

Date: _____

Exhibit B
PRE-PAYMENT PROVISIONS

1. BILLING AND PRE-PAYMENT

(a) **Billing**

- (1) **Billing Provisions for Bills issued to Renewable Power by BPA**
BPA shall provide Renewable Power with an electronic bill documenting Renewable Power's pre-payment within 10 Business Days of confirming receipt of the full amount due under specified Confirmation Agreement.
- (2) **Billing Provisions for Bills issued to BPA**
Unless specified otherwise in a Confirmation Agreement, Renewable Power shall bill BPA monthly for RECs sold under this Agreement. Renewable Power shall send all bills electronically.

(b) **Payment**

- (1) **Payment Provisions for Renewable Power**
Unless specified otherwise in a Confirmation Agreement, Renewable Power will prepay for RECs purchased under this Agreement. After providing BPA with a signed copy of a Confirmation Agreement, Renewable Power shall have five (5) Business Days to prepay the full amount due by electronic transfer of funds to BPA. BPA shall deliver the fully executed Confirmation Agreement to Renewable Power within five (5) Business Days of confirming receipt of the pre-payment. If BPA cannot confirm full pre-payment has been received by close of business on the seventh (7th) Business Day after BPA is in receipt of the signed Confirmation Agreement from Renewable Power, BPA may elect to void the transaction.
- (2) **Payment Provisions for BPA**
BPA shall pay all bills by the 20th calendar day after the date on which the Seller issues the bill (Due Date). If the 20th calendar day is a Saturday, Sunday, or Federal holiday, the Due Date is the next Business Day.

RENEWABLE ENERGY CERTIFICATE AGREEMENT

executed by the

BONNEVILLE POWER ADMINISTRATION

and

RENEWABLE POWER STRATEGIES, LLC

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Exhibit A Form of REC Transaction Confirmation	
Exhibit B Prepayment Provisions	

This RENEWABLE ENERGY CERTIFICATE AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (BPA), and Renewable Power Strategies, LLC, (“Renewable Power”) a corporation organized under the laws of the State of Colorado. BPA and Renewable Power are sometimes referred to individually as “Seller,” “Purchaser,” “Party,” and collectively as “Parties.”

RECITALS

The Parties wish to provide a contractual mechanism for future purchases and sales of Renewable Energy Certificates (RECs) which are not accompanied by energy.

This Agreement is not a present purchase or sale of RECs and does not constitute any advance agreement or obligation for any Party to make available or to purchase or exchange RECs.

The Parties agree:

1. TERM OF AGREEMENT

This Agreement becomes effective on the date signed by the Parties (Effective Date) and shall terminate three years from the Effective Date, unless terminated earlier

in accordance with the termination provisions specified in Section 7. All obligations and liabilities accrued hereunder are preserved until satisfied.

2. UNDERLYING PROVISIONS

Unless otherwise specified in this Agreement, all provisions required to perform either Party's obligations under this Agreement shall be as described in the Western Systems Power Pool (WSPP) Agreement, as amended from time to time pursuant to its terms, and any Confirmation Agreement entered into by the Parties. Each Party has read such terms of the current WSPP Agreement and agrees to the incorporation of the terms referenced in this Agreement.

Each Party further agrees to review any modifications or amendments to the WSPP Agreement as shown on the WSPP website: www.wspp.org. Such modifications or amendments shall only be effective for transactions entered into on or after the effective date of such modifications or amendments. If either Party finds any future modification or amendment unacceptable, then the Party shall provide the other Party with written notice within 30 days of its effective date and such modification or amendment shall not be included in this Agreement.

3. DEFINITIONS

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

- (a) "Confirmation Agreement" means the agreement under which one Party (Seller) sells RECs to the other Party (Purchaser). An example Confirmation Agreement format is shown in Exhibit A.
- (b) "Western Renewable Energy Generation Information System," or "WREGIS," means the independent renewable energy tracking system operated by the Western Electricity Coordinating Council (WECC).

4. RENEWABLE ENERGY CERTIFICATE PROVISIONS

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

Once the Parties have agreed on the terms of a sale or purchase of RECs via phone or e-mail, the Seller shall prepare a Confirmation Agreement (see Exhibit A) that includes the terms of the proposed transaction and shall provide it to the Purchaser. Parties shall perform under Section 32.2.3 of the WSPP Agreement except that should either Party fail to deliver the required documentation within the five (5) Business Days, the other Party shall have the right to declare the proposed transaction void.
- (b) **Use of WREGIS Accounts**

Seller shall use WREGIS to transfer RECs to Purchaser. For all REC transfers made under WREGIS, WREGIS provides the Parties independent verification of RECs transferred under each Confirmation Agreement. The Parties agree that the use of paper attestations is unnecessary for RECs transferred via WREGIS.

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

Parties agree to waive the requirement for monthly generation statements contained in the first sentence of WSPP Service Schedule R, Section R-3.3.1.

5. BILLING AND PAYMENT

Parties shall be subject to Billing and Prepayment provisions provided in Exhibit B.

6. NOTICES

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

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

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

If to Renewable Power Strategies, LLC:
2535 South Fillmore St.
Denver, CO 80210
Attn: Kristin Janicek
Phone: 303-974-5284
FAX: 303-974-5284
Email: Kristin@rpsadvisors.com

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

Billing Information:
For Renewable Power Strategies, LLC:
Attn: Kristin Janicek
Phone: 303-974-5284
FAX: 303-974-5284
Email: Kristin@rpsadvisors.com

Accounts Receivable:
Phone: 503-230-3574
Email: treas@bpa.gov

Accounts Payable:
Phone: 503-230-5787
FAX: 503-230-3471
Email: acctspay@bpa.gov

7. **TERMINATION PROVISIONS**

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

8. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be interpreted consistent with and governed by Federal law.

Notwithstanding anything to the contrary in the WSPP Agreement, before initiating binding arbitration pursuant to Section 21.3.(d), 22.3(e)(i) or 22.3(f) of the WSPP Agreement, or if the Parties elect to pursue binding arbitration of any other dispute, the Parties shall draft and sign an agreement which shall meet the requirements of the Administrative Disputes Resolution Act of 1996, 5 U.S.C. §§ 571-584, including the requirements to set forth the precise issue in dispute, the amount in controversy and the maximum monetary award allowed. Under no circumstances shall specific performance be an available remedy against BPA in arbitration.

9. **ENTIRE AGREEMENT**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

10. **SIGNATURES**

The Parties have executed this Agreement as of the last date indicated below.

RENEWABLE POWER STRATEGIES,
LLC

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

(b)(6)

(b)(6)

By _____

By _____

Name Kristin M. Janicek
(Print/Type)

Name Debra J. Malin
(Print/Type)

Title President

Title Account Executive

Date 10/22/19

Date 10-18-2019

**EXHIBIT A
FORM OF REC TRANSACTION CONFIRMATION**

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Customer Name
Contact Name
Tel (Office):
E-mail:
Fax:

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764

CONTRACT NUMBER XXPM-XXXXX

REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include all Attributes (as defined in WSPP Service Schedule R, Section R-2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA or N/A)	mm / yyyy	mm / yyyy	mm / yyyy	Total
Total					

CONTRACT PRICE: \$x.xx / REC; Total Revenue = \$xx,xxx

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	On line date	EIA #	WREGIS #	BPA's share of Capacity (MW)

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE:

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

\$ _____

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to the cap below, which can be zero (WSPP Service Schedule R, Section R-9.1):

\$xx,xxx

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.

This Confirmation Agreement is entered into this _____ day of _____ "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

Seller

By: _____

By: _____

Name: _____
Print/Type

Name: _____
Print/Type

Title _____

Title _____

Date: _____

Date: _____

**Exhibit B
PREPAYMENT PROVISIONS**

1. BILLING AND PREPAYMENT

(a) Billing

- (1) Billing Provisions for Bills issued to Renewable Power by BPA**
BPA shall provide Renewable Power with an electronic bill documenting Renewable Power's prepayment within 5 Business Days of confirming receipt of the full amount due under specified Confirmation Agreement.
- (2) Billing Provisions for Bills issued to BPA**
Unless specified otherwise in a Confirmation Agreement, Renewable Power shall bill BPA monthly for RECs sold under this Agreement. Renewable Power shall send all bills electronically.

(b) Payment

- (1) Payment Provisions for Renewable Power**
Unless specified otherwise in a Confirmation Agreement, Renewable Power will prepay for RECs purchased under this Agreement. After providing BPA with a signed copy of a Confirmation Agreement, Renewable Power shall have five (5) Business Days to prepay the full amount due by electronic transfer of funds to BPA. BPA shall deliver the fully executed Confirmation Agreement to Renewable Power within five (5) Business Days of confirming receipt of the prepayment. If BPA cannot confirm full prepayment has been received by close of business on the seventh (7th) Business Day after BPA is in receipt of the signed Confirmation Agreement from Renewable Power, BPA may elect to void the transaction.
- (2) Payment Provisions for BPA**
BPA shall pay all bills by the 20th calendar day after the date on which the Seller issues the bill (Due Date). If the 20th calendar day is a Saturday, Sunday, or Federal holiday, the Due Date is the next Business Day.

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 17PM-13808
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program	January 2016 – December 2016	Total
Grand Coulee Dam, Bonneville Dam, Chief Joseph Dam and Cougar Dam, and Lookout Point – Efficiency Upgrades	OR	TBD	9,620
Grand Coulee Dam, Bonneville Dam, Chief Joseph Dam and Cougar Dam and Lookout Point – Efficiency Upgrades	Non-OR	TBD	151,813
Total (NTE*)			161,433

*Not to exceed (NTE).

CONTRACT PRICE: \$0.50/REC (OR Certified) & \$0.10/REC (Non-OR Certified)

Total Revenue = \$0.50 X 9,620 (TBD) = TBD

Total Revenue = \$0.10 x 151,813 (TBD) =TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all RECs (\$19,991) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 161,433, BPA shall pay Renewable Power Strategies, LLC the difference between \$19,991 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	On line date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Grand Coulee	Hydro Efficiency	Grant County, WA & Douglas County, WA	09/1941	6163	3802	101.25
Bonneville	Hydro Efficiency	Multnomah County, OR	07/1938	3075	3996	28.6
Chief Joseph	Hydro Efficiency	Douglas County, WA	09/1955	3921	4405	33.36
Cougar Dam	Hydro Efficiency	Lane County, OR	03/1964	3076	4422	1.38
Lookout Point Dam	Hydro Efficiency	Lane County, OR	04/1954	3083	5088	7.92

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2017

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):
(\$0.50 x 9,620) = \$4,810

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$4,810

EFFECTIVE DATE AND OTHER PROVISIONS

Effective Date (no earlier than mutual execution of this Confirmation)

The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

Signed: (b)(6)

Signed: (b)(6)

Name: Debra J. Malin

Name: Kristin M. Janicek

Date: 12/21/16

Date: December 16, 2016

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
 Debra Malin Account Executive
 Tel (Office): 503-230-5701
 E-mail: djmalin@bpa.gov
 Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC (Renewable Power)
 Kristin Janicek
 Tel (Office): 303-974-5284
 E-mail: kristin@rpsadvisors.com
 Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 17PM-14164
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program	Dec 2016	Total
Condon	OR,WA	TBD	
Klondike 1	OR,WA	TBD	
Stateline	OR,WA	TBD	
Total (NTE*)			2,000

*Not to Exceed

Facility Name	Applicable Program	Jan 2016 – Dec 2016	Total
Grand Coulee Dam, Bonneville Dam, Chief Joseph Dam and Cougar Dam, and Lookout Point – Efficiency Upgrades	OR	TBD	4,800
Grand Coulee Dam, Bonneville Dam, Chief Joseph Dam and Cougar Dam and Lookout Point – Efficiency Upgrades	Non-OR	TBD	11,500
Total (NTE*)			16,300

CONTRACT PRICE: \$0.50 /REC (Wind.), \$0.50/REC (OR Certified) & \$0.10/REC (Non-OR Certified)

Total Revenue = \$0.50 X 2,000* (TBD) =TBD

Total Revenue = \$0.50 X 4,800 * (TBD) = TBD

Total Revenue = \$0.10 x 11,500 *(TBD) =TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all RECs (\$4550.00) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 18,300, BPA shall pay Renewable Power the difference between \$4,550.00 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike 1	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55559 OR 55560 WA	248 WA 249 OR	89.76
Grand Coulee	Hydro Efficiency	Grant County, WA & Douglas County, WA	09/41	6163	3802	101.25
Bonneville	Hydro Efficiency	Multnomah County, OR	07/38	3075	3996	28.6
Chief Joseph	Hydro Efficiency	Douglas County, WA	09/55	3921	4405	33.36
Cougar Dam	Hydro Efficiency	Lane County, OR	03/64	3076	4422	1.38
Lookout Point Dam	Hydro Efficiency	Lane County, OR	04/54	3083	5088	7.92

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2017

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$4,550

Not Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$4,550

EFFECTIVE DATE AND OTHER PROVISIONS

Effective Date (no earlier than mutual execution of this Confirmation)

The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

(b)(6)

(b)(6)

Signed: _____

Signed: _____

Name: Debra J. Malin

Name: Kristin M. Janicek

Date: 9/7/17

Date: 4-4-17

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 17PM-14420
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program	Jan 2017 Dec 2017	Total
Condon	OR,WA	TBD	
Klondike 1	OR,WA	TBD	
Stateline	OR,WA	TBD	
Total (NTE¹)			7,000

CONTRACT PRICE: \$1.50 /REC
Total Revenue = \$1.50 X (TBD²) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 7,000 RECs (\$10,500.00) within 5 business days of executing this Confirmation Agreement. Should the quantity delivered to Renewable Power Strategies, LLC be less than 7,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$10,500.00 and the Contract Price times the RECs not delivered.

¹ Not to exceed
² Not to exceed 7,000 RECs

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55559 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2018

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$10,500

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$10,500

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. *DSM*

This Confirmation Agreement is entered into this 18 day of July "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

(b)(6)

(b)(6)

Signed: _____

Signed: _____

Name: Debra J. Malin

Name: Kristin M. Janicek

Date: 7/18/17

Date: 7/13/17

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 17PM-14446
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPF Service Schedule R, Section R-2.3)

- Firm REC,
Resource Contingent REC,
Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPF Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Table with 4 columns: Facility Name, Applicable Program (OR, WA, CA, MT or N/A), Jan 2018 - Dec 2018, Total. Rows include Klondike III, Condon, Klondike I, Stateline, and Total (NTE*) 76,000.

*Not to Exceed

CONTRACT PRICE:

\$3.00 /REC (Klondike III,), \$1.50/REC (Condon, Klondike I and Stateline)

Total Revenue = \$3.00 X 21,000 * (TBD) = TBD

Total Revenue = \$1.50 X 55,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 76,000 RECs (\$145,500.00) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 76,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$145,500.00 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Klondike III	Wind	Sherman County, OR	11/07	56468	237	50
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55559 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2019

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$145,500.00

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$145,500.00

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.

This Confirmation Agreement is entered into this 22nd day of AUGUST 2017 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser: (b)(6)

By: _____

Name: Kristin Janicek
Print/Type

Title: President

Date: August 8, 2017

Seller: (b)(6)

By: _____

Name: Debra J. Malin
Print/Type

Title: Account Executive

Date: 8/22/17

Handwritten text, possibly a date or number, located at the top center of the page.

Handwritten text, possibly a name or title, located in the upper middle section of the page.

Handwritten text, possibly a date or number, located in the middle section of the page.

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 18PM-14590
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program	Jan 2018 Dec 2018	Total
Condon	OR,WA	TBD	
Klondike 1	OR,WA	TBD	
Statline	OR,WA	TBD	
Total (NTE¹)			4,000

CONTRACT PRICE: \$1.50 /REC
Total Revenue = \$1.50 X 4,000 (TBD²) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 4,000 RECs (\$6,000.00) within 5 business days of executing this Confirmation Agreement. Should the quantity delivered to Renewable Power Strategies, LLC be less than 4,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$6,000.00 and the Contract Price times the RECs not delivered.

¹ Not to exceed
² Not to exceed 4,000 RECs

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55559 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2019

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$6,000

- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$6,000

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.
 This Confirmation Agreement is entered into this 14 day of December, 2017. "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

Signed: (b)(6)

Signed: (b)(6)

Name: Debra J. Malin

Name: Kristina M. Janicek

Date: 12/14/2017

Date: 12/8/17

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 18PM-15099
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA or N/A)	Apr 2017 – Dec 2017	Apr 2017 – Dec 2017	Jan 2017 – Dec 2017	Total
Chief Joseph Dam – Efficiency Upgrades	N/A	25,555			25,555
Lookout Point – Efficiency Upgrades	N/A		2,964		2,964
Cougar Dam – Efficiency Upgrades	N/A			770	770
Total					29,289

CONTRACT PRICE: \$0.10 /REC
Total Revenue = \$0.10 X 29,289 = \$2,929

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 29,289 RECs (\$2,929) within 5 business days of executing this Confirmation Agreement.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	On line date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Chief Joseph Dam	Hydro Efficiency	Douglas County, WA	09/55	3921	4405	33.36
Lookout Point Dam	Hydro Efficiency	Lane County, OR	04/54	3083	5088	7.92
Cougar Dam	Hydro Efficiency	Lane County, OR	03/64	3076	4422	1.38

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 5 business days after receipt of prepayment amount.

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

\$0.10 x 29,289 = \$2,929

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

\$2,929

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract, 2018

This Confirmation Agreement is entered into this 17 day of April "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

(b)(6)

Signed:

Name: Debra J. Malin

Date:

4/17/2018

Purchaser

(b)(6)

Signed:

Name: Kristin M. Janicek

Date:

April 12, 2018

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 18PM-15360
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA or N/A)	Oct 2017	Nov 2017	Dec 2017	Total
Grand Coulee Dam – Efficiency Upgrades	N/A	5,101	5,364	528	10,993
Bonneville Dam – Efficiency Upgrades	N/A	856	963	N/A	1,819
Total					12,812

CONTRACT PRICE: \$0.10 /REC

Total Revenue = \$0.10 X 12,812 = \$1,281

BILLING and PAYMENT

Purchaser shall prepay Seller for all 12,812 RECs (\$1,281) within 5 business days of executing this Confirmation Agreement.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	On line date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Grand Coulee Dam	Hydro Efficiency	Grant County, WA & Douglas County, WA	09/41	6163	3802	101.25
Bonneville Dam	Hydro Efficiency	Multnomah County, OR	07/38	3075	3996	28.6

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 5 business days after receipt of prepayment amount.

GENERATOR INFORMATION: Seller shall provide Purchaser with WREGIS Generator Information pages for both Grand Coulee Dam and Bonneville Dam within 5 business day after receipt of prepayment.

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):
- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1): \$1,281

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.

This Confirmation Agreement is entered into this 17th day of Sept. 2018 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Seller

Purchaser

Signed: (b)(6)

Signed: (b)(6)

Name: Debra J. Malin

Name: Kristin M. Janicek

Date: 9/17/2018

Date: 9/14/18

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 19PM-15538
REFERENCE CONTRACT 16PM-13619

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC.
- Resource Contingent REC.
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2019 – Sep 2019	Total
Condon	OR, WA	TBD	40,516
Klondike I	OR, WA	TBD	
Stateline	OR, WA	TBD	
Total (NTE*)			40,516

*Not to Exceed

CONTRACT PRICE: \$1.95 /REC

Total Revenue = \$1.95 X 40,516 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 40,516 RECs (\$79,006) within 5 business days of executing this Confirmation Agreement

Should the quantity delivered to Renewable Power Strategies, LLC be less than 40,516, BPA shall pay Renewable Power Strategies, LLC the difference between \$79,009 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike 1	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co, OR BPA	07/01	55559 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2020

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$79,006

- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$79,006

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.

This Confirmation Agreement is entered into this 25th day of Jan 2019 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: (b)(6)
Name: Kristin M. Janicek
Print/Type
Title: President
Date: 1/14/19

Seller

By: (b)(6)
Name: Debra J. Malin
Print/Type
Title: Account Executive
Date: 1/25/2019

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 20PM-16079
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2020 – Dec 2020	Total
Condon	OR,WA	TBD	100,000
Klondike 1	OR,WA	TBD	
Stateline	OR,WA	TBD	
Total (NTE*)			100,000

*Not to Exceed

CONTRACT PRICE: \$2.75 /REC

Total Revenue = \$2.75 X 100,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 100,000 RECs (\$275,000) within 5 business days of executing this Confirmation Agreement

Should the quantity delivered to Renewable Power Strategies, LLC be less than 100,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$275,000 and the Contract Price times the REC's not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2021

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Total = \$275,000

- Not Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$275,000

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract.

This Confirmation Agreement is entered into this 6th day of November 2019 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

(b)(6)

By: _____

Name: Kristin M. Janicek
Print/Type

Title: President
10/28/19

Date: _____

Seller

(b)(6)

By: _____

Name: Debra J. Malin
Print/Type

Title: Account Executive

Date: 11/6/2019

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 21PM-16465
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2021 – Dec 2021	Total
Condon	OR/WA	TBD	10,700
Klondike I	OR/WA	TBD	
Stateline	OR/WA	TBD	
Total (NTE*)			10,700

*Note to Exceed

CONTRACT PRICE: \$4.50 /REC Total Revenue = \$4.50 X 10,700* (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 10,700 RECs (\$48,150) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 10,700, BPA shall pay Renewable Power Strategies, LLC the difference between \$48,150 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2022 for 2021 Wind RECS

CHANGE IN LAW PROVISIONS (Check One)

Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):

Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$48,150

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This Confirmation Agreement is entered into this 09/01/2021 day of 09/01/2021 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: Kristin Janicek Digitally signed by Kristin Janicek
Date: 2021.08.23
14:00:36 -0700

Name: Kristin M. Janicek
(Print/Type)

Title: President

Date: 8/23/21

Seller

By: DEBRA MALIN Digitally signed by DEBRA MALIN
Date: 2021.09.01
09:23:05 -0700

Name: Debra J. Malin
(Print/Type)

Title: Account Executive

Date: 9/1/21

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov
Fax: 503-230-3681

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@ipsadvisors.com
Fax: 303-974-5284

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 22PM-16481
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
- Resource Contingent REC,
- Facility As-Run REC.

RECs sold under this Agreement include All Attributes (as defined in WSPP Service Schedule R, Section 2.4.1)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2022 – Dec 2022	Total
Condon	OR/WA	TBD	51,000
Klondike I	OR/WA	TBD	
Stateline	OR/WA	TBD	
Klondike III	OR/WA	TBD	
Total (NTE*)			51,000

*Not to Exceed

CONTRACT PRICE: \$5.00 /REC

Total Revenue = \$5.00 X 51,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 51,000 RECs (\$255,000) within 5 business days of executing this Confirmation Agreement.

Should the quantity delivered to Renewable Power Strategies, LLC be less than 51,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$255,000 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76
Klondike III	Wind	Sherman County, OR	11/07	56468	237	50

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2023

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):
- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$255,000

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This Confirmation Agreement is entered into this 16th day of November, 2021 "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: Kristin Janicek
Digitally signed by Kristin Janicek
 Date: 2021.11.04 13:48:51 -0800

Name: Kristin Janicek
Print/Type)

Title: President

Date: 11/4/21

Seller

By: DEBRA MALIN
Digitally signed by DEBRA MALIN
 Date: 2021.11.16 11:00:44 -0800

Name: Debra J. Malin
Print/Type)

Title: Account Executive

Date: 11/16/21

REC CONFIRMATION

IDENTIFICATION OF PARTIES

Seller:

Bonneville Power Administration
Debra Malin Account Executive
Tel (Office): 503-230-5701
E-mail: djmalin@bpa.gov

Purchaser:

Renewable Power Strategies, LLC
Kristin Janicek
Tel (Office): 303-974-5284
E-mail: kristin@rpsadvisors.com

Contact information is subject to change by notice.

CUSTOMER NUMBER 13764
CONTRACT NUMBER 22PM-16525
REFERENCE CONTRACT 20PM-16082

REC TRANSACTION TERMS

REC Product (check one) (REC Products are defined in WSPP Service Schedule R, Section R-2.3)

- Firm REC,
 Resource Contingent REC,
 Facility As-Run REC.

RECs sold under this Agreement include All Program Attributes (as defined in WSPP Service Schedule R, Section 2.4.2 and as noted below.)

CONTRACT QUANTITY, VINTAGE AND APPLICABLE PROGRAM

Facility Name	Applicable Program (OR, WA, CA, MT or N/A)	Jan 2022 Dec 2022	Total
Condon	OR/WA	TBD	4,000
Klondike I	OR/WA	TBD	
Stateline	OR/WA	TBD	
Klondike III	OR/WA	TBD	
Total (NTE*)			4,000

*Not to Exceed

CONTRACT PRICE: \$4.00 /REC

Total Revenue = \$4.00 X 4,000 * (TBD) = TBD

BILLING and PAYMENT

Renewable Power Strategies, LLC shall prepay BPA for all 4,000 RECs (\$16,000) within 5 business days of executing this Confirmation Agreement

The remedy for a shortfall in generation from the Facilities noted above shall be a pro-rata reduction in delivered RECs to any counterparties purchasing RECs which BPA sells on behalf of others. Should the quantity

delivered to Renewable Power Strategies, LLC be less than 4,000, BPA shall pay Renewable Power Strategies, LLC the difference between \$16,000 and the Contract Price times the RECs not delivered.

Renewable Energy Facility Information

Project Name	Renewable Energy Source	Location	Online date	EIA #	WREGIS #	BPA's share of Capacity (MW)
Condon	Wind	Gilliam County, OR	12/01	55739	Phase 1 774 Phase 2 833	49.8
Klondike I	Wind	Sherman County, OR	12/01	55871	238	24.0
Stateline	Wind	Walla Walla Co WA & Umatilla Co. OR BPA	07/01	55989 OR 55560 WA	248 WA 249 OR	89.76
Klondike III	Wind	Sherman County, OR	11/07	56468	237	50

TRACKING SYSTEM: WREGIS

REC TRANSFER DATE: No later than 4/15/2023

CHANGE IN LAW PROVISIONS (Check One)

- Regulatorily Continuing (WSPP Service Schedule R, Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies):
- Not Regulatory Continuing (WSPP Service Schedule R, Section R-5.2.2(c)).

DAMAGES. Damages include reimbursement for penalties and alternative compliance payments, subject to any agreed cap on this damages component, which can be zero (WSPP Service Schedule R, Section R-9.1):

NTE \$16,000

EFFECTIVE DATE AND OTHER PROVISIONS

This Confirmation Agreement shall be governed by the Reference Contract. This Confirmation Agreement is entered into this _____ day of _____ "Effective Date" (no earlier than mutual execution of this Confirmation). The Parties agree to the REC Transaction set forth herein as of the Effective Date.

Purchaser

By: Kristin Janicek
Name: Kristin Janicek
Title: President
Date: 7/29/22

Digitally signed by Kristin Janicek
Date: 2022.07.29 07:24:50 -06'00'

Seller

By: _____
Name: Debra J. Malin
Title: Account Executive
Date: _____