

November 12, 2020

VIA E-MAIL AND FEDERAL EXPRESS

Mr. Steven Kahl
Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

**RE: Aurora Wind Project, LLC
Aurora Wind Project – Williams County
Decommissioning Plan and Cost
Case No. PU-19-318**

Dear Mr. Kahl:

In accordance with Certification Provision No. 7 of the North Dakota Public Service Commission's ("Commission") Order issuing a Certificate of Site Compatibility for the Aurora Wind Project ("Project") and N.D.A.C. § 69-09-09-08(2), Aurora Wind Project, LLC ("Aurora") hereby files a proposed Letter of Credit form for Commission review and approval.

Aurora has consulted with Commission Staff regarding the proposed Letter of Credit form and has incorporated Commission Staff's recommended revisions. Therefore, Aurora respectfully requests that the proposed Letter of Credit form be approved by the Commission. Following approval, Aurora will file with the Commission and executed Letter of Credit to serve as decommissioning financial security during the operational life of the Project.

Enclosed are an original and two copies of this letter and the proposed Letter of Credit form. Electronic versions of both were filed with the Commission today via e-mail.

If you have any questions, please let me know.

Sincerely,



MOLLIE M. SMITH

MMS/71468298
Enclosures

cc: Jerry Lein (via e-mail, w/ enclosure)

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Adam Renfandt (via e-mail, w/ enclosure)
Jaimee Antognazzi (via e-mail, w/o enclosure)
Jennifer Dean (via e-mail, w/o enclosure)
Jeremy Price (via e-mail, w/o enclosure)

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

Issue Date: November __, 2020
AMOUNT: U.S. \$13,868,887.00
EXPIRATION DATE: November 15, 2021
at Our Counters (subject to extension)

BENEFICIARY:
Public Service Commission
State of North Dakota
600 East Boulevard Ave., Dept 408
Bismarck, ND 58505-0480

Issuing Bank: [INSERT]
[ADDRESS]

RE: Aurora Wind Project, LLC, c/o Enel Green Power North America, Inc., 110 Brickstone Square,
Suite 300, Andover, MA 01810

Commissioners:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ (this "Letter of Credit") in the amount of Thirteen Million, Eight Hundred Sixty-Eight Thousand, Eight Hundred Eighty-Seven and no/100 U.S. Dollars (\$13,868,887.00) in your favor, the North Dakota Public Service Commission (the "Commission"), for the account of Aurora Wind Project, LLC (the "Permittee") whose address is set forth above. This Letter of Credit is established to meet the Permittee's obligations under North Dakota Administrative Code ("NDAC") Section 69-09-09-08(1).

This Letter of Credit is available against your draft(s) at sight drawn on us and accompanied by this original Letter of Credit and your written demand certifying that decommissioning of the Aurora Wind Project in Williams County, North Dakota ("Project") is required pursuant to NDAC Chapter 69-09-09 and has not been completed by the Permittee.

Partial draws are permitted. Any partial drawing hereunder shall be endorsed hereon by us and this Letter of Credit shall be returned to you (except after a drawing which exhausts the available credit hereunder).

If presentation of your draft is made on a Business Day and such presentation is made on or before 10:00 a.m. Central Time, we will satisfy such drawing request on the fourth Business Day. If the drawing certificate is received after 10:00 a.m. Central Time, we will satisfy such drawing request on the fifth Business Day.

This Letter of Credit is effective as of the Issue Date set forth above and will expire at the close of business – 5:00 p.m. Central Time – on the Expiration Date. Notwithstanding the forgoing, this Letter of Credit shall be automatically renewable without amendment for additional one-year terms unless we give the Commission at least ninety (90) days' notice in writing by certified mail, return receipt requested, to the Commission and the Permittee, of our intent to terminate the Letter of Credit on the then applicable expiration date; or this Letter of Credit is terminated by the Permittee with authorization from the Commission.

The Commission may draw on us at sight within thirty (30) days of receipt of any notice to the Commission of our intent to terminate this Letter of Credit, accompanied by a statement signed by an authorized representative of the Commission, certifying that the amount of the drawing represents funds due to the

Commission because the Permittee has not replaced this Letter of Credit by other suitable financial assurance or letter of credit pursuant to NDAC Section 60-09-09-08(8).

In addition, the Commission may draw on us at sight at any time during the term hereof in part or in full accompanied by a statement signed by the Commission certifying that the amount of the drawing represents funds due to the Commission because the Permittee has failed to comply with the decommissioning requirements set forth in NDAC Chapter 69-09-09.

Except when the amount of the Letter of Credit is increased, the credit cannot be modified or revoked without the consent of the Commission.

Drafts drawn hereunder must be marked "Drawn under Irrevocable Standby Letter of Credit #_____, dated _____, 2020", and accompanied by a statement signed by the Commission reading as follows:

"At sight, pay to the order of the North Dakota Public Service Commission ("Commission"), the amount of _____ (\$_____). I certify the Commission is making this drawing pursuant to the terms of Irrevocable Standby Letter of Credit #_____, dated _____, 2020, and issued by _____ ("Bank"), because [(a) the Permittee has failed to comply with the decommissioning requirements set forth in NDAC Chapter 69-09-09; or (b) the Commission has received notice of (i) the Bank's intent to terminate Letter of Credit #_____, dated _____, 2020, (ii) actions that could result in suspension or revocation of the Bank's charter or license, or (iii) the Bank's inability to fulfill its obligations under said Letter of Credit, and the Permittee has not replaced said Letter of Credit with other suitable financial assurance or letter of credit pursuant to NDAC Section 69-09-09-08(8) and the terms of said Letter of Credit]."

We certify that the amount of the credit herein established will not be reduced for any reason during the period of this instrument without the written consent of the Commission.

We will give prompt notice to the Commission and Permittee of any notice received or action filed alleging the insolvency or bankruptcy of the Bank, or alleging any violations of regulatory requirements which could result in suspension or revocation of the Bank's charter or license to do business. In the event of actions which could result in suspension or revocation of the Bank's charter or license, the Commission has the right to draw upon the Letter of Credit before the end of its term and convert it into a cash collateral bond if the Permittee fails to replace the Letter of Credit with a substitute bond within thirty (30) days after receipt of such a notice from the Commission. In the event the Bank becomes unable to fulfill its obligations under this Letter of Credit for any reason, notice shall be given immediately to the Commission and Permittee.

The laws of the State of North Dakota govern this Letter of Credit. Any action to enforce this Letter of Credit must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. This Letter of Credit is subject to the International Standby Practices (1998 Revision), International Chamber of Commerce Publication No. 590, or any subsequent revision thereto, and the non-variable provisions of subsection 3 of North Dakota Century Code Section 41-05-16.

We hereby agree with the Commission that any drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to us at the office located at _____, on or before the stated expiration date of or on or before the expiration date of any renewal period.

[INSERT]

(Bank Seal)

By _____

ACKNOWLEDGEMENT OF BANK

STATE OF _____

COUNTY OF _____

On this ___ day of _____, 2020, before me personally appeared _____ known to me to be the _____ of the Bank that is described in and that executed the within instrument, and acknowledged to me that the corporation executed the same.

Notary Public
My Commission Expires:

(SEAL)