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January 31, 2018

VIA ELECTRONIC MAIL

New Hampshire Site Evaluation Committee
Pamela G. Monroe, Administrator
21 South Fruit Street, Suite 10
Concord, NH 03301

**Re: NH Site Evaluation Committee: Certificate of Antrim Wind Energy, LLC –
Response to Filings Relating to Construction Financing**

Dear Ms. Monroe:

Please find enclosed for filing with the Site Evaluation Committee, Antrim Wind Energy's Joint Response to Filings Relating to Construction Financing.

We have provided Lisa Linowes and Mary Maloney with electronic copies of this Response. Please contact me directly should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Barry Needleman".

Barry Needleman

BN:rs3

Enclosure

THE STATE OF NEW HAMPSHIRE

SITE EVALUATION COMMITTEE

**In Re: ANTRIM WIND ENERGY, LLC
CERTIFICATE OF SITE AND FACILITY**

**ANTRIM WIND ENERGY'S JOINT RESPONSE TO FILINGS
RELATING TO CONSTRUCTION FINANCING**

Antrim Wind Energy, LLC (“AWE”) by and through its attorneys, McLane Middleton, Professional Association, respectfully submits this Joint Response to Richard Block, Annie Law, Wind Action Group, and Mary Allen (collectively referred to as the “Complainants”) and Counsel for the Public’s filings regarding the Certificate condition relating to construction financing.

I. Introduction

1. On March 17, 2017 the Site Evaluation Committee (the “SEC” or the “Committee) granted a certificate with conditions to Antrim Wind Energy to construct and operate a wind facility on Tuttle Ridge in Antrim, New Hampshire (the “Certificate”).

2. On June 21, 2017 the Committee issued a final order denying all motions for rehearing. The Committee’s final order on motions for rehearing constituted the conclusion of the administrative process before the SEC for docket number 2015-02.

3. Since the conclusion of the proceeding, the Complainants filed an appeal at the New Hampshire Supreme Court on June 2, 2017, which is currently pending before the Court. Pursuant to New Hampshire law, and an order of the Court denying a request by the Complainants to suspend the SEC decision, the Certificate remains in force and

effect during the pendency of the appeal. RSA 541:18 (stating, “[n]o appeal or other proceedings taken from an order of the commission shall suspend the operation of such order.”); *see also Order on Motion for Summary Affirmance* (July 31, 2017).

4. The Certificate requires that AWE, prior to commencing construction of the Project, “provide documentation demonstrating that debt *and/or* equity financing required for the construction of the Project is in place to the Committee’s administrator.”¹ *Order and Certificate of Site and Facility with Conditions*, Docket No. 2015-02, p. 5 (March 17, 2017) (emphasis added).

5. On December 21, 2017, AWE satisfied the Certificate condition related to construction financing (*Order and Certificate of Site and Facility with Conditions*, Docket No. 2015-02, p. 5 (March 17, 2017)) by filing a letter from Henry Weitzner on behalf of Walden Green Energy and a letter from Stephen O’Reilly on behalf of RWE demonstrating that construction financing was in place and that, consistent with the testimony provided by AWE and RWE, the financing would be in the form of equity provided by RWE.

6. The Complainants filed a letter on January 24, 2018 asserting that AWE failed to satisfy the Certificate conditions relating to construction financing. On January 30, 2018 Counsel for the Public also filed a complaint regarding the construction financing.

¹ The Complainants note that they were “very troubled by the nearly three-week delay before they received electronic copies of AWE’s...filing.” *Response to Antrim Wind’s Compliance Filing*, p. 5 (January 24, 2018). AWE fully complied with the Certificate conditions which require that AWE send documentation to the Committee’s Administrator pertaining to construction financing. AWE was not required to provide any notification to parties involved in the completed proceeding.

II. Argument

A. **The Filings from the Complainants and Counsel for the Public are Procedurally Improper.**

7. Given that Docket 2015-02 has been completed, it is unclear what procedural basis Complainants rely upon in order to submit filings. In fact, Complainants filing appears procedurally improper and should be treated as no more than public comments pertaining to AWE's compliance with a Certificate condition. AWE is in full compliance with all Certificate conditions.

8. Counsel for the Public asserts that "parties to the litigation have a right to ask if the financial institutions have withdrawn their interest in the project, and if so, why they are no longer interested in the project." *Counsel for the Public's Response to Walden Green Energy, LLC/Antrim Wind Energy LLC's Notice of Financial Documentation*, p. 5 (January 30, 2018). There is no litigation under the SEC's jurisdiction at this time. Moreover, certificate conditions do not provide individuals granted intervenor status in a closed docket additional rights beyond the right afforded all members of the public to file complaints. The presence of conditions does not inherently establish a procedure allowing individuals, previously engaged as intervenors like the Complainants, to ask for additional information regarding subsequent decisions made by a certificate holder that are consistent with a certificate. Rather, the condition relating to construction financing in this case specifically requires AWE to file documentation with the Administrator to the Committee and it is up to the Committee's discretion to determine whether Certificate conditions have been met.

9. Significantly, Counsel for the Public requests that the certificate be suspended "until such time as AWE/WGE has complied with the requirements of the

Certificate, and the Supreme Court has issued a decision on the appeal.” *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial Documentation*, p. 7 (January 30, 2018)(emphasis added). AWE understands that it is always obligated to comply with the Certificate, and is doing so. However, this request to the extent it extends beyond this obligation, is procedurally improper. The New Hampshire Supreme Court has already decided that the Certificate should not be suspended during the course of the appeal. *Order on Motion for Summary Affirmance*, Case Number 2017-0313 (July 31, 2017). The SEC does not have jurisdiction to make that decision based solely on a pending appeal.

B. Complainants and Public Counsel misconstrue the conditions in the Certificate

10. With respect to the arguments raised, the Complainants and Counsel for the Public misconstrue the requirements of the Certificate condition at issue. Moreover, their criticism is misplaced and appears to flow from a lack of understanding about project construction finance.² The Complainants misinterpret the Certificate condition to require AWE to provide a “dollar amount.” In fact, the condition simply requires documentation demonstrating that construction financing is in place prior to construction. Compliance with the Certificate does not necessitate AWE providing the Committee with a specific dollar amount. *Order and Certificate of Site and Facility with Conditions*, Docket No. 2015-02, p. 5 (March 17, 2017). Moreover, this concern is now moot. *See* Attachment A, (Walden Green Energy Corporate Resolution attached to this response, which includes milestone dollar amounts.).

² This is not the first time in this proceeding that Ms. Linowes has raised misplaced concerns regarding project finance. Her previous attempts to question the finances of the Project were also based on an incomplete understanding of project finance and the attendant details. *Tr. Day 1/Afternoon Session CONFIDENTIAL SESSION*, pp. 100-156.

11. In addition, Counsel for the Public argues that due to Walden Green Energy's ("WGE") decision to finance project construction with all equity, "what is needed to satisfy the condition of the SEC Certificate amounts to documentation that RWE is legally bound to fund the project with 100% equity." *Counsel for the Public's Response to Walden Green Energy, LLC/Antrim Wind Energy LLC's Notice of Financial Documentation*, p. 7 (January 30, 2018). This demand is a significant overreach. Not only is such a position entirely unsupported by the condition requirements in the Certificate, but no company could ever agree to such a legal commitment. All project related debt and equity financing -- whether coming from a parent's balance sheet or a third party -- is released upon satisfaction of construction milestones. *See* Attachment A.

C. AWE Demonstrated Throughout the Hearing that, with the Support of RWE, it has Adequate Financing to Build the Project and The Committee's Decision Supports this Conclusion.

12. Complainants state that "at no time...did AWE advise that the *full* cost of construction would be borne by RWE." In fact, the Certificate and the Committee's final decision clearly contemplated this path. The Certificate expressly requires a showing "that debt *and/or* equity financing" is in place. *Order and Certificate of Site and Facility with Conditions*, Docket No. 2015-02, p. 5 (March 17, 2017)(emphasis added). This language makes clear that financing with equity alone is acceptable. In reaching its decision with respect to financial capability, the Committee had before it specific testimony on this issue: "RWE will provide construction equity, even if such equity exceeds \$11 million." *Decision and Order Granting Application for Certificate of Site and Facility*, Docket No. 2015-02, p. 75 (March 17, 2017). AWE testified to this possibility clearly during the hearings, stating, "If the Project needs more equity to get

constructed, RWE will provide more equity to get the Project constructed.” *Tr. Day 1/Afternoon Session*, p. 23.

13. As Counsel for the Public notes, when asked whether RWE would fund up to \$65 million for construction, Mr. Weitzner replied that the decision regarding how much equity to put into the project was determined based on “what made financial sense to us.” *Tr. Day 1/Afternoon Session*, p. 30. AWE always intended to make the decision regarding construction financing based on the circumstances at the time and considering what options would make the most business sense. AWE has determined that financing the Project with all equity is the best course at this time. Counsel for the Public correctly points out Mr. Weitzner’s testified that “Walden’s equity contribution and resulting overall financing structure would be adjusted to the extent that assumption or actual conditions changed with respect to PPA price *or other factors*.” *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial Documentation*, p. 3 (January 30, 2018)(emphasis added).

14. One significant factor that required consideration at this time was the pending appeal at the New Hampshire Supreme Court. The ongoing appeal makes debt financing for construction unattractive to WGE. Further, as stated in the letter from Bayern LB, for example, a final permit must be in place as a condition precedent to closing on financing. *See Applicant’s Exhibit 33, Appendix 18b*. This requires final rulings on all appeals, which has not yet occurred. In addition, contrary to the assertion made by Counsel for the Public that AWE “has offered no rationale why there has been such a substantial change in the financing of the Project,” *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial*

Documentation, p. 7 (January 30, 2018), the letters submitted by Mr. Weitzner and Mr. O'Reilly clearly outline that the decision to finance with all equity at this time was made to ensure compliance with various environmental, construction and commercial timelines and obligations. Given these circumstances, WGE and RWE determined that financing construction using equity was the best business decision to move the project forward at this time.

15. The record in this proceeding is replete with testimony demonstrating that RWE is willing and able to commit equity to the Project and there is no “cap” on this equity investment. *Tr. Day 1/Afternoon Session*, pp. 22-23 (Mr. Weitzner expressly stating “there are no caps.”) Mr. Weitzner testified during the proceedings “[i]f the Project needs more equity to get constructed, RWE will provide more equity to get the Project constructed...we estimate that if it – that it will be \$11 million. If it is more than that, then RWE is prepared to put in more.” *Tr. Day 1/Afternoon Session*, pp. 23-24. Mr. Shaw reinforced RWE’s ability to easily provide as much equity as was required stating, RWE is “not constrained in this order of magnitude with respect to how much equity we put in this deal.” *Tr. Day 1/Afternoon*, p. 31.

16. Counsel for the Public notes that in addition to providing documents demonstrating debt and/or equity is in place, AWE is also required to provide Decommissioning Assurance. There is no basis to suggest that AWE has not complied or will not comply with the condition to supply a decommissioning Letter of Credit. In fact, AWE has supplied the Town with the form of Letter of Credit, and has received correspondence from counsel to the Town that the form is acceptable. AWE will submit

the final executed Letter of Credit to the Town prior to start of construction consistent with the Certificate.

17. In addition, Counsel for the Public's assertion that WGE is listed as a loss on RWE's 2016 annual report has no bearing on the financial viability of this Project. WGE is a development company focused on developing new wind projects. WGE would not be expected to generate revenue until the assets under development mature. Moreover, WGE's one year financial standing has no bearing on the ability of RWE to finance the Project with equity, which Counsel for the Public does not dispute. *Counsel for the Public's Response to Walden Green Energy, LLC/Antrim Wind Energy LLC's Notice of Financial Documentation*, Docket No. 2015-02, p. 6 (January 30, 2018).

D. Third Party Debt Financing is not a Condition of the Certificate and Financing with Full Equity is Standard Practice in Project Finance and Does not Create any Additional Risks.

18. While the Complainants argue that it is "evident from the Committee's deliberations" that they expected AWE to proceed with third-party financing, this is clearly not the only option contemplated by the Committee and is not reflected in the Certificate or any condition. The Committee expressly noted that AWE has "a commitment from RWE to provide 100 percent of the construction equity to construct the Project...And there was testimony that basically said "If it's more, they'll kick in more. It's not an issue." *Tr. Deliberations Day 1/Morning Session*, p. 71.

19. Counsel for the Public points to language in the Decision and Order noting that "the Applicant agreed to provide loan documentation demonstrating sufficient funds were raised." *Counsel for the Public's Response to Walden Green Energy, LLC/Antrim Wind Energy LLC's Notice of Financial Documentation*, p. 4 (January 30, 2018). While

this language is included in the Decision, it was not included as a condition of the Certificate. To the extent that such loan documentation was applicable, AWE would provide it to the SEC. The use of full equity to finance the construction phase of the Project means that no such documentation exists thus it is not necessary and there is clearly no obligation to provide it. The documentation “demonstrating sufficient funds were raised,” has been provided.

20. As a practical matter, the Complainants and Counsel for the Public also fail to understand that using additional equity, as opposed to financing with debt, is a widely employed method of financing wind project construction, particularly for well-capitalized utility companies such as RWE.³ Contrary to the assertion made by the Complainants, constructing wind energy projects using all equity is not more “risky” than using debt.⁴ *Response to Antrim Wind’s Compliance Filing*, p. 4 (January 24, 2018). The choice is a business decision made by project owners given the conditions at the time. As stated in the December 21 letter from Mr. O’Reilly, RWE fully supports moving the project construction forward using all equity at this time.

21. The Complainants argue that AWE is “highly motivated to move the Project forward,” implying that moving forward with full equity financing is somehow reckless and motivated only by desperation. Again, the Complainants’ speculative assertions have led them to an erroneous conclusion. AWE’s decision to finance the

³ Michael Drunic from DNV GL, the owner’s engineer in this case, has provided AWE with additional information supporting AWE’s assertion that balance sheet construction financing is routine. In DNV GL’s experience, in 2017, 70% of the 5,000 megawatts of new wind construction in which DNV GL was engaged to conduct due diligence, was built on balance sheet, or with full equity, and without a construction loan.

⁴ While Mr. Weitzner did testify that putting more equity in “makes it a slightly less attractive project from a return basis,” *Tr. Day 1/Afternoon Session*, p. 89, there was no testimony given and it would be contrary to the industry perspective to suggest that financing a project on balance sheet somehow creates a greater risk.

construction phase of the project with all equity is motivated only by its intent to do what it described in its Application – construct the Project according to the terms and conditions of the Certificate in order to meet the commercial obligations of the Project. As noted by Ms. Weathersby during deliberations, it is unclear why any entity would move forward with a project if it did not have the necessary financing in place for construction. *Tr. Deliberation Day 1/Morning Session*, pp. 71-72. WGE, with the support of RWE, has made the decision to move forward with full equity financing because it is a logical and reasonable business decision at this time.

22. Counsel for the Public argues that “this new financing scheme represents a substantial change.” *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial Documentation*, p. 1 (January 30, 2018). The Complainants further argue that AWE has under-played “the enormity of this change.” *Response to Antrim Wind’s Compliance Filing*, p. 4 (January 24, 2018). The premise underlying these assertions is fatally flawed: there is no change, enormous or otherwise. The testimony and the record in this proceeding demonstrate that financing construction with all equity was always a contemplated and available option, as discussed above. Additionally, RWE testified that the “equity check here, whether it’s \$11 million *or whether it grows from there*, as was referred to earlier, is largely immaterial to that size of a company.” *Tr. Day 1/Afternoon Session*, p. 61 (emphasis added). The financing approach documented by AWE is consistent with the testimony presented to and relied on by the Committee.

23. The Complainants further allege that AWE’s “inability” to obtain a construction loan in the thirteen months since the oral decision calls into question AWE’s

financial capability. Similarly, Counsel for the Public asserts that parties should have a right to ask questions as to why independent financial institutions “are no longer interested in the project.” *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial Documentation*, p. 5 (January 30, 2018). In addition to the procedural issues with this argument discussed above, the Complainants and Counsel for the Public’s false premises again has led to an errant conclusion. AWE’s decision to finance the Project wholly with equity is a business decision based on current circumstances. Mr. Weitzner testified that the decision regarding equity would be based ultimately on what made financial sense. *Tr. Day 1/Afternoon Session*, p. 30. In fact, AWE’s ability to move forward with construction without bank financing is a testament to its financial strength and the financial strength of its partner RWE. As noted in the letters submitted by Mr. O’Reilly and Mr. Weitzner, financing with all equity at this time allows the project to continue to move forward and meet key contracted deadlines. *See WGE Start of Construction Letter*, Docket No. 2015-02 (December 21, 2017); *see also RWE Start of Construction Letter*, Docket No. 2015-02 (December 21, 2017).

24. Additionally, as noted by Counsel for the Public, there are two phases of project finance: construction financing and permanent financing. *Counsel for the Public’s Response to Walden Green Energy, LLC/Antrim Wind Energy LLC’s Notice of Financial Documentation*, Docket No. 2015-02, p. 2 (January 30, 2018). As noted above, the pending appeal makes third party debt financing for the construction phase unattractive to WGE at this time. However, it is almost certain that permanent financing will involve some combination of equity, tax-equity and/or debt financing. The

permanent financing phase has not commenced and will follow the completion of the construction financing phase. The pending appeal does not mean that any party has “withdrawn their interest” in the project, which none have. The testimony was then and remains now that the project is financially attractive and has merited the interest of numerous banks and tax equity investors.

III. Conclusion

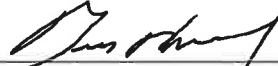
25. While AWE does not feel it is necessary to provide further documentation and believes it has satisfied the Certificate condition in this case, AWE attaches to this filing, provided as Attachment A, a corporate resolution from the Walden Green Energy Board, which is comprised of 50% Walden founders and 50% RWE Principal Investing (“RWE PI”), approving RWE’s equity financing of the Project with the customary milestones required in any commercial financing package. As noted in the Application, RWE PI invests RWE’s capital by providing equity to energy companies and investing in energy assets. *Application for Certificate of Site and Facility*, Docket No. 2015-02, p. 63 (September 10, 2015). The Resolution demonstrates the unanimous decision by WGE and RWE to finance the Project with equity from RWE and makes clear the equity is available.

26. In light of the information already submitted, coupled with the information provided herein, AWE respectfully requests that the SEC Administrator reject the request for relief contained in the Complainants and Counsel for the Public’s filings.

Respectfully submitted,

McLANE MIDDLETON,
PROFESSIONAL ASSOCIATION

Dated: January 31, 2018

By: 

Barry Needleman, Bar No. 9446
Rebecca S. Walkley, Bar No. 266258
11 South Main Street, Suite 500
Concord, NH 03301
(603) 226-0400
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ATTACHMENT A



Corporate Resolution of the Board of Directors of Walden Green Energy, LLC

Funding the Construction Phase of Antrim Wind

The undersigned, being all the Members of the Board of Directors (the “Board”) of Walden Green Energy, LLC, a Delaware limited liability company (“Walden”) do hereby unanimously adopt and approve by written consent the resolution as set forth below in accordance with Section 18-404 of the Delaware Limited Liability Company Act. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Second Amended and Restated Limited Liability Company Agreement dated February 20, 2015 (the “LLCA”). This Corporate Resolution is entered into effective as of Dec 21, 2017 (the “Effective Date”),

WHEREAS, Walden is the owner of 100% of the membership interests in Antrim Wind Energy LLC (“AWE” or “Antrim”), which in turn owns 100% of the assets and other interests in the 28.8 MW Antrim Wind Energy Project located in Antrim, New Hampshire;

WHEREAS, the New Hampshire Site Evaluation Committee (the “SEC”) granted a Certificate of Site and Facility (the “Certificate”) to AWE on March 17, 2017;

WHEREAS, the SEC denied the Motions for Rehearing of AWE’s Application for a Certificate on June 21, 2017;

WHEREAS, the Board has previously authorized funding of certain construction related expenditures for the Project, including design and engineering and long-lead material procurement;

WHEREAS, on-site project construction needs to commence in early February 2018 in order to (i) maintain schedule obligations in Antrim’s Large Generator Interconnection Agreement with Public Service Company of New Hampshire and ISO New England (“LGIA”), (ii) maintain project COD date of late 2018 / early 2019, and (iii) comply with the tree clearing windows laid out in Antrim’s Bird and Bat Conservation Strategy;

WHEREAS, AWE has negotiated a construction contract for the engineering, procurement and construction of the balance of plant for the project with Reed & Reed Inc. (the “EPC Contract”) in a form acceptable to the Board, to be executed prior to commencing construction;



WHEREAS, the Antrim Certificate requires AWE to provide documentation to the SEC Administrator demonstrating that debt and/or equity financing required for the construction of the project is in place;

WHEREAS, third party financing providers of debt and tax equity require that the pending Case No. 2017-0313 before the Supreme Court of the State of New Hampshire (the “NHSC Appeal”) is resolved prior to providing financing commitments for the construction of the project;

WHEREAS, Walden’s majority investor, RWEST PI Walden 1, LLC, a wholly owned subsidiary of RWE Supply & Trading GmbH (“RWEST”), has the financial capability to provide construction funding to AWE through the balance sheet of its ultimate parent company, RWE AG;

WHEREAS, Section 2.1 (d) of Walden’s Equity Contribution Agreement dated February 20, 2015 (“ECA”) allows Walden’s investors, RWEST and the Walden Founders, to fund projects owned by Walden, including AWE, through equity contributions directly into Walden;

WHEREAS, Section 6.2(r) of the LLCA requires the unanimous vote of the Board to approve any cost and expenditure greater than \$500,000 that is not included in Walden’s Approved Annual Budget;

WHEREAS, the Board may seek third party debt and tax equity financing on most optimal financing terms post the final resolution of the NHSC Appeal;

WHEREAS, Appendix A to this Corporate Resolution outlines the construction and funding milestones for the Antrim project construction;

WHEREAS, Appendix B to this Corporate Resolution contains the protocol for RWEST’s approval of construction works and related funding;

WHEREAS, Appendix C to this Corporate Resolution contains the Equity Contribution Request (“ECR”) form for the approval of each construction milestone, as per Section 2.2 of Walden’s ECA;

NOW, THEREFORE, IT HEREBY IS RESOLVED, that the Board approves the financing of the construction of the Antrim project, subject to the milestones and approval protocols in Appendix A, B and C;

FURTHER RESOLVED, that the Walden Manager is authorized, empowered and directed in line with terms of the LLCA to take all steps and authorized to do all lawful acts as may be necessary, advisable, convenient and/or proper for the purpose of carrying out the intent and purpose of the foregoing resolution; and

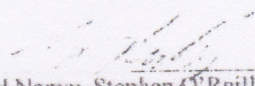


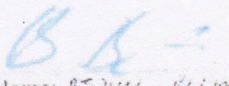
FURTHER RESOLVED, that an executed copy of this Corporate Resolution shall be filed with the minutes of the proceedings of Walden's Manager.

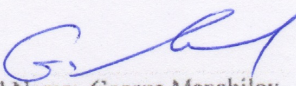


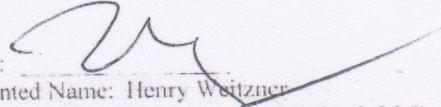
WALDEN

IN WITNESS WHEREOF, the undersigned being all the Members of the Board of Directors of Walden has executed this Corporate Resolution with effect from the Effective Date.

By: 
Printed Name: Stephen O'Reilly
Director - RWEST PI Walden I, LLC
/Duly authorized representative of RWEST/

By: 
Printed Name: Brian Blum
Director - RWEST PI Walden I, LLC
/Duly authorized representative of RWEST/

By: 
Printed Name: George Manahilov
Director - WGE Management Holdco I, LLC
/Duly authorized representative of Walden Founders/

By: 
Printed Name: Henry Weitzner
Director - WGE Management Holdco I, LLC
/Duly authorized representative of Walden Founders/

Appendix A – Construction and Funding Milestones

1. Continued design, engineering and long lead procurement under the LGIA and Issuance of Limited Notice to Proceed (“LNTP”) under the EPC Contract – Target Date January 22, 2018: \$1,035,700.00
2. Post NHSC Appeal Resolution: Full NTP under the EPC Contract, continued construction under the LGIA and NTP under Siemens Turbine Supply Agreement (“TSA”) – Target Date April 15, 2018: \$8,765,000.00
3. Foundation Construction Completion, LGIA and Turbine Shipment progress payments – Target Date August 2018: \$17,435,000.00
4. Turbine Deliveries TSA payment, Site Infrastructure Completion, LGIA progress payment – Target Date October 1, 2018: \$34,000,000.00
5. Final Project commissioning – Target Date Dec. 31, 2018 \$3,164,000.00

Appendix B – Construction Approval Protocol

1. Prior to commencing construction on or around February 1, 2018, Walden shall execute the EPC Contract in a form approved by the Board and attached hereto in Exhibit [].
2. Prior to Final NTP, if requested by RWEST, Walden shall engage an independent engineer reasonably acceptable to the Board with experience in the design and construction of wind energy facilities (the “Independent Engineer”). The Independent Engineer shall:
 - a. be a designated owner’s representative of AWE and will engage in customary monitoring of the construction activities taking place on the project pursuant to the EPC Contract, the turbine supply agreement and the Antrim LGIA and any other commercial contract that the Board may request from time to time; and
 - b. prepare periodic written reports for Walden with respect to all aspects of the construction of the project and prepare such other periodic reports as may be requested by the Board;
3. Walden and RWEST shall have bi-weekly meetings (via teleconference) to discuss the construction progress, any changes requested by RWEST or its engineering staff, and any additional recommendations to the EPC contractor or other contractors.
4. At least fifteen (15) business days prior to each milestone funding, Walden shall deliver to RWEST a request for equity contribution, along with a construction progress report verified by the Independent Engineer. Subject to RWEST approval, equity contributions will be made to Walden no later than the specified Equity Contribution Date specified in the ECR Form in Appendix C.



Appendix C – Funding ECR Form

Per Equity Contribution Agreement, Article Two/Section 2.2

Date: []

Milestone Funding Requested: \$[]

Equity Contribution Date: []

Please wire funds to (account details redacted):

Account name: Walden Green Energy LLC
Account #: xxxx
ABA#: xxxx
BIC / SWIFT code: CHASUS33XXX
Recipient Bank: JPMORGAN CHASE BANK, N.A