

MEMORANDUM OF UNDERSTANDING

Between

The National Renewable Energy Laboratory
1617 Cole Boulevard
Golden, CO 80401

And

UPC Wind Partners, LLC
c/o UPC Wind Management, LLC
85 Wells Avenue, Suite 305
Newton, MA 02459

1. Purpose

- a. The purpose of this Memorandum of Understanding (MOU) is to establish UPC Wind's Kaheawa Wind Farm in West Maui, Hawaii as a Remote Research Affiliate Partner Site (REMRAPs) of NREL in order to conduct collaborative research and development (R&D) on a scaled commercial renewable energy generation station. Each of NREL and UPC Wind may be referred to as a Party to this MOU.
- b. In recognition of the designation of UPC Wind's Kaheawa Wind Farm as a REMRAP, UPC Wind is committed to support the national wind program goal of contributing to 20% national wind generating capacity, as said goal may be revised from time to time.
- c. This MOU: (1) is not a contract; (2) shall not be used to obligate or commit funds from or by either Party; and, (3) will not be used as a basis for the transfer of funds from or to either Party.

2. Collaboration and Role of the Parties

- a. Collaborative activities under this MOU include, but are not limited to, engineering and analytical work of mutual interest with the initial area of focus being the optimization of the benefits of wind farms through the development of advanced wind technologies, including the integration of renewable energy into existing grids. Areas of mutual interest are identified in the Technical Annex to this MOU.
- b. Either Party to this MOU may propose to the other Party specific individual and/or joint collaborative projects related to the subject matter of the MOU or the areas of mutual interest identified in the Technical Annex. Nothing in the MOU shall preclude either Party from pursuing projects independently, including projects relating to the integration of wind-generated electricity.
- c. Funding for any collaborative activities agreed upon will be subject to the funds and staff available to each Party, and each Party shall bear their own expenses for collaboration under this MOU including all administrative costs, overhead expenses, labor costs, insurance costs, travel expenses and similar costs, unless a separate agreement between the Parties provides otherwise. In the event that special funding is available for selected projects, the Parties will develop a separate written agreement for such projects. In such cases, the terms of funding will be agreed by both Parties before the commencement of activities and will be described in a separate written agreement pursuant to Section 8.b below.

3. Term

- a. This MOU shall be effective upon execution by both Parties.
- b. The term of the MOU shall be for five years from the effective date and will be renewed for one year periods thereafter so long as each Party believes that further collaboration would be mutually beneficial.
- c. Earlier termination of the MOU shall be effective upon sixty (60) days written notice from one Party given to the other Party.

4. Review Meetings

The Parties shall review collaborations established under this MOU as a means to ascertain their effectiveness, to recognize cognate technical personnel, and to identify promising areas for future collaboration. This review shall take the form of annual meetings of key technical contacts and management from each Party to discuss ongoing and future cooperation. Specific commitments developed pursuant to this MOU will be reflected in separate written agreements in accordance with Section 9.b below.

5. Reports, Documents and Release of Information

Each Party intends to collaborate in a manner that facilitates exchanges of nonproprietary information. Subject to applicable laws and regulations, the Parties intend that information, data and reports of collaborative activities carried out under this MOU may be released by either Party only with the written concurrence of the other Party.

6. Disclosure of Information

Each Party intends to cooperate in a manner which facilitates exchanges of non-proprietary information. Neither Party will issue any public announcement concerning any transactions contemplated herein without the written approval of the other Party, except as may be required by law.

7. Intellectual Property

Activities which may involve sharing of proprietary information and transfer of rights and interest in intellectual property are excluded from the purview of this MOU. In the event it becomes necessary to share proprietary information, separate non-disclosure agreements will be put in place.

8. Future Collaboration

- a. This MOU does not create legally binding obligations between the Parties. It serves only as a record of the Parties' intentions to identify areas of joint interest and possible cooperation between the Parties.
- b. If the Parties agree to undertake joint projects, they intend to develop a separate written agreement for each project setting out each party's contribution, deliverables, responsibilities, and intellectual property rights and obligations.

9. Contacts and Amendments

- a. All notices, communications and coordination shall involve, at a minimum, the following individuals, their successors and/or designees as follows:

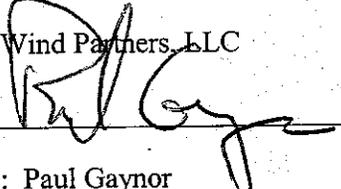
- i. For NREL:
 Dan Arvizu, Director
 1617 Cole Boulevard
 Golden, Co 80401
 Tel: 1 303 275 3011
 - ii. For UPC Wind:
 Paul Gaynor
 President and CEO
 85 Wells Avenue, Suite 305
 Newton, MA 02459
- b. The Parties recognize that implementation of the MOU will require an ongoing dialogue between the Parties and, accordingly, expect to make future modifications and amendments to the MOU as technologies, policies and program goals change over time.

10. Miscellaneous

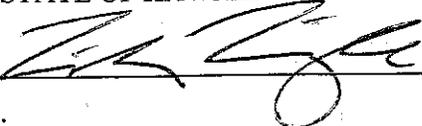
- a. This MOU in no way restricts either of the Parties from participating in any activity with any other public or private organization.
- b. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies or transfer or receive anything of value.
- c. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

Signatures

The Parties hereby confirm this MEMORANDUM OF UNDERSTANDING and acknowledge their understanding by the following signatures.

<p>FOR NREL:</p> <p>Signature <u></u></p> <p>Print name: <u>Dan E. Arvizu</u></p> <p>Title: <u>Director, National Renewable Energy Laboratory</u></p> <p>Date: <u>MAR 31 2008</u></p>	<p>FOR UPC Wind Partners, LLC</p> <p>Signature <u></u></p> <p>Print name: <u>Paul Gaynor</u></p> <p>Title: <u>President and CEO, UPC Wind Partners, LLC</u></p> <p>Date: <u>MAR 31 2008</u></p>
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ENDORSED BY
 FOR THE STATE OF HAWAII:

Signature 

Print name: _____

Date: MAR 31 2008

Technical Annex to MOU #NREL -08-130

In furtherance of the collaborative activities identified in Section 2 of the MOU, NREL and UPC Wind have identified the following possible areas of mutual interest in connection with UPC Wind's Kaheawa Wind Farm designation as a REMRAPs of NREL:

- i. Resource assessment to define wind-generated electricity power flows
- ii. Electrical system studies to assess wind-generated electricity impacts on the Grid,
and
- iii. Wind farm operational and control studies
- iv. Battery energy storage solutions used in conjunction with wind farms

The Parties may also amend this MOU through its term and develop implementation agreements through new annexes, as may be mutually agreed upon