

(b) Purchaser's Insurance. Purchaser shall procure at its own expense and maintain in full force and effect during the life of this Contract, with responsible insurance companies authorized to do business in Québec, the types and limits of insurance as set forth in this General Condition. Such companies shall have an A.M. Best Insurance Reports rating of A-:VII or better. Purchaser, at its own cost, may purchase any additional insurance it believes necessary to protect its interests.

- (i) Builder's All-Risk Insurance. Effective the date of the first shipment of a Wind Turbine, Purchaser shall obtain and thereafter at all times during performance of the work, maintain Builder's All-Risk Insurance. Coverage shall remain in effect until replaced by permanent property insurance. Purchaser shall pay for Builder's All-Risk Insurance. Such Builder's All-Risk Insurance shall insure as Named Insured Seller, its affiliates and Seller's Subcontractors of any tier, Purchaser and its affiliates, and the Financing Parties and shall cover all property in the course of construction, including the work, materials and equipment, miscellaneous equipment and furnishings from physical loss or damage caused by perils covered by a Builder's All-Risk form or equivalent coverage. Such insurance shall include mechanical and electrical breakdown coverage during start-up, commissioning and testing, and other operation of the work prior to Acceptance. The limit of liability shall be equivalent to at least 90% of the full replacement cost of the work then at risk, including primary cost of equipment plus freight. Any required payment of the deductible shall be the responsibility of Purchaser unless damage results from the negligence of the Seller or Seller's subcontractor. Seller's responsibility for deductibles shall not exceed \$200,000 (Cdn.) each occurrence and shall be subject to the limits set forth in the General Condition entitled "Limitations of Liability". The Builder's All-Risk Insurance coverage shall not contain an exclusion for resultant damage caused by faulty workmanship, faulty design, or faulty materials. Such insurance shall provide for a waiver of the underwriters' right to subrogation against Seller and its Affiliates and Subcontractors. Such waiver of subrogation shall not apply to Warranty

against Seller and its Affiliates and Subcontractors. Such waiver of subrogation shall not apply to Warranty obligations. Purchaser's All Risk policy shall be endorsed to provide for such waiver of the underwriters' right to subrogation against Seller and its Affiliates and Subcontractors.

(ii) Third Party Liability Insurance. Third Party Liability insurance including Contractual Liability, Completed Operations and Product Liability with the following minimum limits for Bodily Injury and Property Damage on an occurrence basis: \$10,000,000 (Cdn.) per occurrence.

(iii) Automobile Liability Insurance. Automobile liability insurance covering all owned, non-owned, and hired automobiles used in connection with the work as required by applicable law in the Province of Quebec.

(iv) Umbrella/Excess Insurance. Umbrella/Excess Insurance covering claims in excess of the underlying insurance described subparagraphs (iii), (iv) and (v), with a \$10,000,000 (Cdn.) minimum per occurrence.

(v) Delay In Opening Insurance. Purchaser shall use reasonable efforts to seek and obtain Delay in Opening Insurance. Such Delay in Opening Insurance shall insure the Purchaser for the actual loss sustained due to any delay in start-up or delay in operations because of a covered event resulting from perils to the work otherwise covered by the Builder's All-Risk Insurance. To the extent such insurance is obtained, proceeds of the Delay in Opening Insurance actually received by Purchaser shall be used to defray or offset Purchaser's losses or costs, of whatever nature or kind (including, without limitation, special, indirect, incidental, or consequential damages), arising out of the covered event. In the event that the proceeds of Delay in Opening Insurance received by Purchaser, plus any Delay Liquidated Damages paid to Purchaser by Seller due to the covered event, fully compensate Purchaser for all of such losses, Seller shall be entitled to reimbursement of any excess Delay Liquidated Damages paid by Seller due to the covered event. Seller shall not be entitled to any reimbursement from the proceeds of Delay in Opening Insurance until such proceeds are received by Purchaser and all of Purchaser's losses or costs are fully determined.

All policies of liability insurance to be maintained by Purchaser shall be written or endorsed to include the following:

(1) With respect to General Liability and Excess/Umbrella Insurance, to provide that the insurer shall waive (i) any right of recovery which the insurer may have or acquire against Seller, its affiliates, co-venturers, or their directors, officers, employees or agents for payment under such policies, and (ii) any right of subrogation which the insurer may have or acquire for payments to any person who asserts a claim Seller, its affiliates, co-venturers, or their directors,

officers, employees or agents by any person or entity to or from whom the insurer pays monies or other benefits;

(2) To provide a severability of interest and cross liability clause (Commercial General Liability insurance only);

(3) Seller shall be named additional insured on Purchasers policies required in subparagraphs (iv), (v) and (vi). Such policies shall be endorsed to provide that such insurance as is afforded under the Purchaser's policy is primary insurance as respects the Additional Insureds and that any other insurance maintained by the Additional Insureds is excess, non-contributing. The additional insured status is limited to liability arising out of work at the Facility.