

**POWER PURCHASE AGREEMENT  
(RENEWABLE ENERGY)**

THIS POWER PURCHASE AGREEMENT (RENEWABLE ENERGY) (this "Agreement") dated as of March \_\_, 2014, is entered into between Pavant Solar LLC, a Delaware limited liability company (the "Seller") and PacifiCorp, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Seller intends to construct, own, operate and maintain a solar-powered generation facility for the generation of electric energy located in Millard County, Utah with an expected nameplate capacity rating of ■ MW (AC) (the "Facility").

WHEREAS, Seller intends to operate the Facility as a Qualifying Facility ("QF").

WHEREAS, Seller expects that the Facility will deliver to PacifiCorp ■ MWh of Net Output per calendar year, as adjusted due to annual degradation. Seller estimates that the Net Output will be delivered during each calendar year according to the estimates of monthly output set forth in Exhibit A. Seller acknowledges that PacifiCorp will include this amount of energy in PacifiCorp's resource planning.

WHEREAS, Seller desires to sell, and PacifiCorp desires to purchase, the Net Output expected to be delivered by the Facility in accordance with PacifiCorp's Utah Schedule 38 and the terms and conditions hereof.

WHEREAS, The rates, terms and conditions in this Agreement are in accordance with the rates, terms, and conditions approved by the Commission for purchases from Qualifying Facilities.

WHEREAS, The rates, terms and conditions in this Agreement are in accordance with the rates, terms, and conditions approved by the Commission in Docket No. 03-035-14 and Docket No. 12-035-100 for purchases from Qualifying Facilities.

WHEREAS, PacifiCorp intends to designate Seller's Facility as a Network Resource for the purposes of serving network load.

WHEREAS, For purposes of inter-jurisdictional cost allocation, this Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation 2010 Protocol and, as such, its costs are allocated as a system resource unless any portion of the cost of this Agreement exceeds the cost PacifiCorp would have otherwise incurred acquiring comparable resources, in which case such excess costs shall be assigned on a situs basis.

WHEREAS, Seller shall obtain any necessary retail electric service from PacifiCorp pursuant to the applicable PacifiCorp retail electric service schedule.