

FIRST AMENDMENT OF POWER PURCHASE AGREEMENT

This Amendment of Power Purchase Agreement (this "Amendment"), by and between Pavant Solar, LLC, a Delaware limited liability company ("Seller"), and PacifiCorp, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"), is dated as of August 18, 2016.

WHEREAS, Seller and PacifiCorp are party to that certain Power Purchase Agreement dated as of April 11, 2014 (the "PPA"), regarding Seller's solar-powered generation facility in Millard County, Utah;

WHEREAS, the Utah Public Service Commission issued an order on July 18, 2014 in Docket 14-035-46 approving the PPA;

WHEREAS, PacifiCorp wishes to acquire Green Tags from the Facility for purposes of compliance with the Oregon, Washington and California renewable portfolio standards; and

WHEREAS, the Parties desire to amend the PPA as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Amendment, the Parties agree as follows:

1. **Terms.** Unless otherwise defined in this Amendment, terms used in this Amendment shall have the meanings assigned in the PPA.
2. **Effective Date.** This Amendment shall become effective when it is executed and delivered by both Parties and has been approved by the Commission (the "Amendment Effective Date"). Any such approval shall provide that Utah customers shall not bear the costs of Green Tags. In the event that the Commission order approving this Amendment requires any change in this Amendment or imposes any requirement or condition not anticipated by the Parties that may reasonably be expected to be materially adverse to either Party, the Party materially and adversely impacted by such change, requirement or condition may terminate this Amendment providing the other Party notice within thirty (30) days of the entry of the Commission's order.
3. **Amendments.** The PPA is hereby amended as follows:
 - A. Definition of Green Tags is amended to replace "Output" with "Net Output" in section (a) thereof.
 - B. A new definition of "Green Tag Security" is added:

"Green Tag Security" means the security, in the amount for each Contract Year provided in the table below, provided by Seller in support of the obligation to provide Green Tags under this Agreement, which shall be required if Seller does not meet the Credit Requirements and, if required, shall be in the form of a guaranty from a party that meets the Credit Requirements. PacifiCorp's draws on the Green Tag Security shall be solely for direct damages resulting from Seller's failure to deliver the Green Tags required under this Agreement, and shall be limited to

the amounts in the chart below for each Contract Year with no requirement for Seller to replenish such amounts during any Contract Year.

Due By	Amount
Within 30 days of the Amendment Effective Date	\$\$ [REDACTED]
January 1, 2017	\$\$ [REDACTED]
January 1, 2018	\$\$ [REDACTED]
January 1, 2019	\$\$ [REDACTED]
January 1, 2020	\$\$ [REDACTED]
January 1, 2021	\$\$ [REDACTED]
January 1, 2022	\$\$ [REDACTED]
January 1, 2023	\$\$ [REDACTED]
January 1, 2024	\$\$ [REDACTED]
January 1, 2025	\$\$ [REDACTED]
January 1, 2026	\$\$ [REDACTED]
January 1, 2027	\$\$ [REDACTED]
January 1, 2028	\$\$ [REDACTED]
January 1, 2029	\$\$ [REDACTED]
January 1, 2030	\$\$ [REDACTED]
January 1, 2031	\$\$ [REDACTED]
January 1, 2032	\$\$ [REDACTED]
January 1, 2033	\$\$ [REDACTED]
January 1, 2034	\$\$ [REDACTED]
January 1, 2035	\$\$ [REDACTED]

C. Definition of Seller's Cost to Cover is replaced in entirety with the following:

"Seller's Cost to Cover" means the positive difference, if any, between (a) the Contract Price per MWh specified in Exhibit 5.1 plus the Contract Price per Green Tag specified in Section 5.1.3, and (b) the net proceeds per MWh actually realized by Seller from the sale to a third party of Net Output and Green Tags not purchased by PacifiCorp as required hereunder. If on any given day the difference between (a) minus (b) referenced above is zero or negative, then Seller's Cost to Cover shall be zero dollars with respect to such day, and PacifiCorp shall have no obligation to pay any amount to Seller on account of Section 11.2.2. For any days prior to the Commercial Operation Date, the Contract Price applicable in the first Contract Year shall be utilized for purposes of clause (a).

D. Section 4.1 replaced in entirety with the following:

4.1 Purchase and Sale. Except as otherwise expressly provided herein, commencing on the Commercial Operation Date and continuing through the Term, Seller shall sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive the entire Net Output from the Facility at the Point of Delivery. Commencing on the Amendment Effective Date and continuing through Term, Seller shall sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive all Green Tags associated with Net Output. PacifiCorp shall be under no obligation to make any purchase hereunder other than Net Output and Green Tags, as described above. Except for damages provided in Section 11.2.2(b), PacifiCorp shall not be obligated to purchase, receive or pay for Net Output (or Green Tags associated with Net Output) that is not delivered to the Point of Delivery. In addition, during the period between the Effective Date and the Commercial Operation Date, Seller shall sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive, all Net Output as Test Energy at the price specified in Section 5.1.1.

E. Section 4.2 is replaced in entirety with the following:

4.2 No Sales to Third Parties. During the Term, Seller shall not sell any Net Output, energy, Green Tags or Capacity Rights from the Facility to any party other than PacifiCorp; provided, however, that (i) this restriction shall not apply during periods when PacifiCorp is in default hereof because it has failed to accept or purchase that Net Output or Green Tags as required hereunder and (ii) this restriction shall not apply to Green Tags produced during any period before the Amendment Effective Date.

F. Section 4.4. Curtailment. “Net Output” shown in first two instances in first sentence is amended to “Net Output (or Green Tags)”.

G. Section 4.6 is replaced in entirety with the following Sections 4.6 and 4.7:

4.6 Transfer of Title to Green Tags; Documentation of Green Tags Transfers.

4.6.1 Title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Net Output at the Facility that gives rise to such Green Tags. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Without limiting the generality of the foregoing, Seller shall, on or before the 15th calendar day following three (3) calendar months after such calendar quarter, 1) deliver to PacifiCorp a Green Tags Attestation and Bill of Sale in the form attached as Exhibit 4.6(1) for all Green Tags delivered to PacifiCorp hereunder in the relevant calendar quarter and, 2) transfer or deliver, from Seller to PacifiCorp, all WREGIS certificates as reported by the designated Qualified Reporting Entity (QRE) into PacifiCorp’s WREGIS account provided PacifiCorp remains the designated QRE for the Term, for the Green Tags delivered. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags. Seller shall ensure that

the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of WREGIS Certificates to PacifiCorp, and transfer such WREGIS Certificates to PacifiCorp, in accordance with WREGIS reporting protocols and WREGIS Operating Rules, and within fifteen (15) days of WREGIS Certificate creation in WREGIS. Seller may either elect to enter into a QRE Services Agreement with PacifiCorp in a form similar to that in Exhibit 4.6(2) or elect to act as its own WREGIS-defined QRE. PacifiCorp shall be entitled to a refund of the Green Tag Price Component of Green Tags associated with any Net Output for which WREGIS Certificates are not delivered.

4.6.2 Seller shall promptly give PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Seller shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Green Tags purchased by PacifiCorp hereunder belong to any person other than PacifiCorp. Without limiting the generality of PacifiCorp's ownership of the Green Tag Reporting Rights, PacifiCorp may report under such program that such Environmental Attributes purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfers. Seller represents that the Facility is, as of the Amendment Effective Date, eligible for the Center for Resource Solutions' Green-e program, and Seller will take commercially reasonable steps to maintain that eligibility throughout the Term. Seller has no obligation to register or certify the Facility with the Center for Resource Solutions Green-e program or any other program not expressly required under this Agreement, and has no obligation to incur any significant cost in cooperating with such activities by PacifiCorp. Seller hereby acknowledges PacifiCorp's right to register the Green Tags in the renewable portfolio standard or equivalent program in other states and programs. Seller will reasonably cooperate with PacifiCorp in this process and provide or submit such information that PacifiCorp reasonably requires for this process.

4.7 Capacity Rights.

4.7.1 Purchase and Sale of Capacity Rights. For and in consideration of PacifiCorp's agreement to purchase from Seller the Facility's Net Output and Green Tags on the terms and conditions set forth herein, Seller transfers to PacifiCorp, and PacifiCorp accepts from Seller, any right, title, and interest that Seller may have in and to Capacity Rights, if any, existing during the Term.

4.7.2 Representation Regarding Ownership of Capacity Rights. Seller represents that it has not sold, and covenants that during the Term it will not sell or attempt to sell to any other person or entity the Capacity Rights, if any. During the Term, Seller shall not report to any person or entity that the Capacity Rights, if any, belong to anyone other than PacifiCorp. PacifiCorp may at its own risk and expense report to any person or entity that Capacity Rights exclusively belong to it.

4.7.3 Further Assurances. At PacifiCorp's request, the Parties shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Net Output or Capacity Rights, if any, to PacifiCorp.

H. Section 5.1 is amended as follows:

- i. The words “, Green Tags” shall be added immediately after “Net Output” in the first sentence.
- ii. by adding the following Section 5.1.3:

5.1.3 The Contract Price for Green Tags shall be \$ [REDACTED] per Green Tag.

I. Section 5.4, “Section 4.6” shall be amended to “Section 4.6 and Section 4.7.”

J. Section 11.2.2 is replaced in entirety with the following two sections:

11.2.2 Remedy for PacifiCorp's Failure to Purchase. If PacifiCorp fails to receive or purchase all or part of the Net Output or Green Tags required to be purchased pursuant hereto and such failure is not excused under the terms hereof or by Seller's failure to perform, then Seller shall perform under Section 11.6 and PacifiCorp shall pay Seller, on the earlier of the date payment would otherwise be due in respect of the month in which the failure occurred or within five Business Days after invoice receipt, an amount equal to Seller's Cost to Cover multiplied by the amount of Net Output and Green Tags (a) not so purchased or (b) not so generated because PacifiCorp curtailed the Facility and such curtailment is not permitted pursuant to Section 4.4 (such energy not so generated to be calculated in the manner described in Section 4.4), less amounts received by Seller pursuant to Section 11.6.

11.2.3 Remedy for Seller's Failure to Sell/Deliver Capacity Rights. Seller shall be liable for PacifiCorp's actual damages in the event Seller fails to sell or deliver all or any portion of the Capacity Rights to PacifiCorp.

K. Exhibit 4.6(1) is added with the attached Exhibit 4.6(1), Green Tag Attestation and Bill of Sale.

L. Exhibit 4.6(2) is added with the attached Exhibit 4.6(2), Qualified Reporting Entity Services Agreement.

3. **Governing Law.** This Amendment and the rights and obligations of the Parties shall be governed by and construed in accordance with the internal laws of the State of Utah.

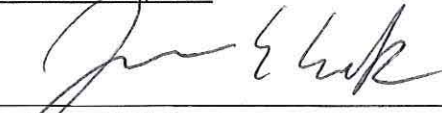
4. **Counterparts.** This Amendment may be executed in any number of counterparts, facsimile signature or an e-mail of a PDF signature, each of which shall be deemed an original, but all of the separate counterparts shall constitute the same agreement.


5. **All Other Provisions Remain Unchanged.** Except as specifically set forth in this Amendment, all other provisions of the PPA shall remain unchanged and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the day and year first set forth above.

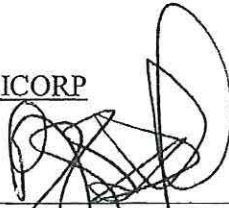
PAVANT SOLAR, LLC

By: 

Name: James E. Eck 

Title: Vice President – Business Development and Merchant Operations

PACIFICORP

By: 

Name: Bruce Griswold

Title: Director, Short-term Origination and QF Contracts

EXHIBIT 4.6(1)

GREEN TAG ATTESTATION AND BILL OF SALE

Pavant Solar LLC (“Seller”) hereby sells, transfers and delivers to Buyer the Green Tags (including all Environmental Attributes and Green Tag Reporting Rights) associated with the generation and delivery of energy to PacifiCorp under the Power Purchase Agreement (Renewable Energy - Solar) between Seller and PacifiCorp dated [] (the “PPA”), as described below, in the amount of one Green Tag for each megawatt hour generated. Defined terms used in this Green Tag Attestation and Bill of Sale (as indicated by initial capitalization) shall have the meaning set forth in the PPA.

Facility name and location: _____ Fuel Type: Solar

Capacity (MW AC): _____ Operational Date: _____

Energy Admin. ID no.: _____
Dates _____ MWh generated _____

Seller further attests, warrants and represents, under penalty of perjury, as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to Buyer is its one and only sale of all or any part of the Green Tags referenced herein;
- iii) the Facility generated and delivered to the grid the energy in the amount indicated above pursuant to the PPA; and
- iv) to the best of Seller’s knowledge, each of the Green Tags associated with the generation of energy for delivery under the PPA have been generated and sold by the Facility.

This Green Tag Attestation and Bill of Sale confirms, in accordance with the PPA, the transfer from Seller to PacifiCorp all of Seller’s right, title and interest in and to the Green Tags associated with the generation of the energy from the Facility under the PPA as set forth above.

Seller's Contact Person: [_____]

WITNESS MY HAND,

[SELLER],

a [_____] [_____]

By _____

Its _____

Date: _____

This Attestation may be disclosed by Seller and PacifiCorp to others, including the Center for Resource Solutions, to substantiate and verify the accuracy of PacifiCorp's advertising and public communication claims, as well as in PacifiCorp's advertising and other public communications.

EXHIBIT 4.6(2)

Qualified Reporting Entity Services Agreement

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT

C & T Master v3.1a; 10202014

This Qualified Reporting Entity Services Agreement (this "Agreement") is entered into by and between PacifiCorp ("PacifiCorp") and Pavant Solar, LLC ("Counterparty"; PacifiCorp and Counterparty may be referred to individually herein as "Party" and collectively as "Parties") as of the date signed by both Parties with reference to the following:

WHEREAS, Counterparty represents to PacifiCorp that it owns or otherwise has the rights to all or part of the non-energy attributes of the generation from that certain electric generation facility as such rights are defined in that power purchase agreement between PacifiCorp and Counterparty for the Facility more particularly described on Exhibit A hereto (the "Facility"), or other rights respecting the Facility itself enabling it to lawfully enter hereinto; and

WHEREAS, The Western Renewable Electricity Generation Information System ("WREGIS") is a system tracking quantities of renewable energy generation generated by electric generating facilities in the nature of the Facility, as a Facility pursuant to WREGIS Terms of Use ("TOU"); and

WHEREAS, WREGIS requires that each Facility have a designated Qualified Reporting Entity; and

WHEREAS, Counterparty is an Account Holder in WREGIS and wishes to register the Facility with WREGIS; and

WHEREAS, Counterparty wishes to retain PacifiCorp to act as its WREGIS-defined Qualified Reporting Entity ("QRE") for the Facility;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

I. Definitions; Rules of Construction.

1.1 Initially capitalized terms used and not otherwise defined herein are defined in the in the Operating Rules or in Attachment 1 *Definitions* of the WREGIS TOU.

1.2 "Affiliate" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to PacifiCorp, Affiliate shall only include Berkshire Hathaway Energy and its direct, wholly owned subsidiaries.

1.3 "Business Day" means a day of the week other than Saturday, Sunday, or a federal holiday.

1.15 "QRE" means a WREGIS-defined Qualified Reporting Entity.

1.16 "Renewable" is defined in section 2 of the WREGIS Operating Rules.

1.17 "Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.18 "Settlement Estimation Procedures" means a calculation based on standard utility estimation rules using algorithms developed and approved by PacifiCorp's billing department.

1.19 "System" means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include, after construction and installation of the Facility, the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the Generation Interconnection Agreement.

1.20 "Tariff" means PacifiCorp FERC Electric Tariff Fifth Revised Volume No. 11 Pro Forma Open Access Transmission Tariff.

1.21 "Transmission Provider" means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for electric transmission at and away from the Facility to any point on, or interconnection with, the electric transmission grid; in the event Transmission Provider is PacifiCorp, PacifiCorp would be the Interconnection Provider operating in its regulated transmission function, and not as the party hereto.

1.22 "Wholesale Generation Also Serving On-Site Loads" is defined in section 2 of the WREGIS Operating Rules.

1.23 "WECC" means the Western Electricity Coordinating Council.

1.24 "WREGIS" means the Western Renewable Energy Generation Information System.

1.25 "WREGIS Certificate" or "Certificate" means "Certificate" as defined by the WREGIS Operating Rules.

1.26 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS, including the TOU.

1.27 General Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity's or index's

II. Term and Termination.

2.1 This Agreement shall be effective upon execution by the Parties and shall continue in effect until such time as either Party, upon providing 60 days written notice to the other Party, chooses to terminate. PacifiCorp may initiate any regulatory proceedings it deems appropriate to terminate this Agreement prior to the effectiveness of such termination. Notwithstanding the foregoing, (a) Counterparty may terminate this Agreement upon an event of default by PacifiCorp if PacifiCorp does not cure such event of default within 10 days of written notice; (b) PacifiCorp may terminate this Agreement upon an event of default by Counterparty if Counterparty does not cure such event of default within 10 days of written notice, (c) PacifiCorp may terminate this Agreement if the Facility fails to meet the requirements of Section 3.1 hereof and such failure is not cured within 30 days, and (d) Either Party may terminate this Agreement immediately upon notice to the other if Counterparty or the Facility fail to comply with Section 1.28. This Agreement may also be terminated as otherwise set forth herein.

III. QRE Services.

3.1 QRE Services. PacifiCorp will, on the terms set forth herein, serve as a QRE for the Facility so long as the Facility meets the definition of Renewable, is within the metered boundaries of both PacifiCorp's Balancing Authority and is equipped with either: (1) Transmission Provider or Interconnection Provider (as applicable) owned and operated meters; or (2) meters that meet the Interconnection Provider's requirements and (3) meet all applicable WREGIS requirements.

3.2 Compensation to PacifiCorp. In exchange for the services performed by PacifiCorp hereunder, Counterparty shall pay PacifiCorp as follows: Counterparty shall pay PacifiCorp a one-time initial setup fee of \$280, which shall be due upon execution of this Agreement. The Counterparty shall pay PacifiCorp a monthly reporting fee of \$50 per generating unit for which PacifiCorp reports output to WREGIS, provided that PacifiCorp may, in its discretion, assess and bill for all fees due hereunder on an annual, rather than monthly, basis. Other than the initial setup fee, which shall be due in advance, all other fees due hereunder shall be due within ten days of PacifiCorp's issuance of an invoice for such fees. PacifiCorp will review costs associated with this service on an annual basis, and may make necessary adjustments to the monthly reporting fee charged herein. Any change in the monthly reporting fee will become effective only after a minimum thirty (30) days prior written notice to Counterparty. In the event WREGIS, WECC, or any other entity with the ability or jurisdiction to modify the QRE reporting process requires a change that materially increases the costs to PacifiCorp of providing QRE services, PacifiCorp may pass those costs to the Counterparty by increasing the monthly reporting fee. PacifiCorp will use best efforts to provide Counterparty with prior notice before billing Counterparty for such increased costs. The fees set forth herein relate to PacifiCorp serving as a QRE for Counterparty pursuant to the terms of this Agreement. The necessary metering is a prerequisite for this service and is not covered in the fees described above.

3.3 Points of Metering. The Points of Metering that PacifiCorp will use are set forth in Exhibit A. Counterparty certifies that all Points of Metering listed in Exhibit A measure data

immediately notify PacifiCorp, if and when any generation Data or Output information has been sent in error or ceases to be truthful, accurate, or complete and to supply the corrected data as soon as practical, but not later than five (5) Business Days from the date Counterparty discovers that discrepancy in the Data or Output information.

3.7 WREGIS Fees. Counterparty is solely responsible for the payment directly to WREGIS of any and all WREGIS fees and costs that are required to register Counterparty's Facility and, to the extent the Generator Owner is a WREGIS Account Holder, Counterparty is responsible for the payment directly to WREGIS of all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Counterparty acknowledges and agrees that PacifiCorp shall have no obligation to advance or make payment of WREGIS fees or costs on Counterparty's behalf. Upon request by PacifiCorp made if PacifiCorp has received such a request from WREGIS or any regulator or third party, Counterparty shall provide PacifiCorp with evidence of payment of WREGIS fees and costs; failure to provide such information to PacifiCorp, upon request, shall constitute an event of default under this Agreement.

3.8 WREGIS Accounts. Counterparty will be solely responsible to make arrangements and registrations and for entering into any such agreements that are necessary to establish transfer of Certificates directly to proper Accounts or Subaccounts of Counterparty. Counterparty agrees that such arrangements shall preclude the need for PacifiCorp to act as custodian of such Certificates or to be responsible in any way to hold such Certificates in any Account or Subaccount of PacifiCorp or bear any responsibility, possession, obligation, or risk of loss with respect to Certificates created, held, or owned, with respect to the Facility. Counterparty acknowledges that, pursuant to section 11 of the WREGIS TOU, any generation data that PacifiCorp, acting as a QRE, provides to WREGIS shall reside in WREGIS and Counterparty will have no control over such data's use other than that provided for under the WREGIS TOU.

3.9 Obligations of PacifiCorp. PacifiCorp shall specify for Counterparty the protocols, reporting frequency, data file formats, and communication protocols for reporting generating Data, or Output, as necessary. PacifiCorp shall timely report to WREGIS Counterparty Data and/or Output information as specified in the most current WREGIS Interface Control Document (ICD). PacifiCorp shall not use or disclose Counterparty generation Data for any other purpose than reporting the Data to WREGIS, except as may be required by law, the Public Utility Commission of Oregon, any other state, federal, municipal or other regulator or governmental authority with jurisdiction over PacifiCorp or any of its assets, or a court of competent jurisdiction or as required under the terms of an existing agreement between the Parties. PacifiCorp shall not use Generator Owner generation Data for any other purpose. Notwithstanding the foregoing, PacifiCorp shall not be responsible for handling, account administration, transfer, evidence of, or any determination of Counterparty Certificate ownership or any other obligations for Certificates of Counterparty with regard to Certificates; and Counterparty shall bear all responsibility for such handling, account administration, evidence of, or any determination of Counterparty Certificate ownership and all other obligations pertaining to creation and ownership of such Certificates.

3.10 Measurement.

3.12.2 PacifiCorp is hereby authorized to provide WREGIS with all generation data for the Facility that WREGIS requires, including, but not limited to, data required for preparation of required reports and billing.

3.12.3 PacifiCorp is authorized to undertake all actions which are reasonable and necessary to carry out the obligations set forth in the subsections above.

3.12.4 Counterparty retains all other rights and responsibilities and all other obligations to WREGIS.

IV. Indemnity and Hold Harmless by Counterparty.

4.1 Indemnity. To the extent permitted by Requirements of Law, Counterparty hereby indemnifies and agrees to hold PacifiCorp, its officers, employees, agents, or representatives, harmless for any and all liability that is in any way associated with PacifiCorp's performance hereunder. This includes liability arising from: the data contained in the Monthly Generation Extract File, or any other financial injury, or damage to persons or property. Without limiting the generality of the foregoing:

4.1.1 Waiver of Causes of Action and Claims for Damages. Counterparty hereby waives any and all causes of action arising under or in respect to this Agreement, whether in contract, tort or any other legal or equitable theory (including strict liability) against PacifiCorp. In no event shall PacifiCorp be liable to Counterparty its board of directors, employees, agents, or representatives for any demands, direct costs, lost or prospective profits or any other losses, liabilities or expenses, whether special, punitive, exemplary, consequential, incidental, or indirect in nature, that are in any way associated with PacifiCorp's performance of the QRE function or otherwise under or in respect of this Agreement.

4.2 Indemnity by Counterparty. Counterparty shall release, indemnify and hold harmless PacifiCorp, its Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "PacifiCorp Indemnities") against and from any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and attorney's fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") resulting from, or arising out of, or in any way connected with, the performance by Counterparty of its obligations hereunder, or relating to the Facility, for or on account of (i) injury, bodily or otherwise, to, or death of, or (ii) for damage to, or destruction or economic loss of property of, any person or entity, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the PacifiCorp Indemnities.

4.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COUNTERPARTY ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM (1) THE FAILURE TO SEND DATA IN A FORMAT SPECIFIED BY PACIFICORP, (2) THE FAILURE TO USE PROTOCOLS SPECIFIED BY PACIFICORP OR (3) THE SENDING OF ERRONEOUS, UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE GENERATING DATA TO PACIFICORP OR THE SENDING OF ERRONEOUS,

party claims); causes of action, whether in contract, tort, or any other legal theory (including strict liability); demands; damages; costs; liabilities,; losses and expenses (including reasonable attorney's fees and court costs) of any nature whatsoever, whenever arising, arising out of, resulting from, attributable to, or related to Counterparty generation Data our Output for; any inaccuracy, error, or delay in or omission of (i) any Data, information, or service, or (ii) the transmission or delivery of any Data, information, or service; any interruption of any such Data, Output, information, or service (whether or not caused by PacifiCorp); or any financial, business, commercial, or other judgment, decision, act, or omission made by any person or entity based upon or related to the information.

4.9 Interconnection. Counterparty shall have no claims hereunder against PacifiCorp, acting in its merchant function capacity, with respect to any requirements imposed by or damages caused by (or allegedly caused by) acts or omissions of the Transmission Provider or Interconnection Provider, in connection with the Generation Interconnection Agreement or otherwise. Counterparty shall defend, indemnify and hold PacifiCorp harmless against any liability arising due to Counterparty's performance or failure to perform under the Generation Interconnection Agreement. Counterparty's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

4.10 THIS ARTICLE SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH TERMINATION IS BY PACIFICORP OR COUNTERPARTY, AND WHETHER OR NOT SUCH TERMINATION IS ON ACCOUNT OF A DEFAULT.

V. Further Counterparty Obligations.

5.1 No Sale. Nothing herein constitutes a sale or purchase of energy or renewable energy certificates to or by PacifiCorp.

5.2 PTCs. Counterparty shall bear all risks, financial and otherwise throughout the Term, associated with Counterparty's or the Facility's eligibility to receive production tax credits ("PTCs") or qualify for accelerated depreciation for Counterparty's accounting, reporting or tax purposes.

5.3 Further Assurances. At PacifiCorp's request, the Parties shall execute such documents and instruments as may be reasonably required to effect the essential intent and purposes hereof.

5.4 Station Service. Counterparty shall be responsible for arranging and obtaining, at its sole risk and expense, any station service required by the Facility.

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof, Counterparty shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Requirements of Law and the terms and conditions hereof, and (b) all taxes and charges (however characterized) now

occurred and is continuing or would occur as a result of its entering into or performing its obligations hereunder.

6.2 Representations and Warranties of Counterparty. Counterparty hereby represents and warrants to PacifiCorp: (i) it is not relying upon any representations of PacifiCorp other than those expressly set forth herein; (ii) it has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; (iii) it has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by PacifiCorp; (iv) it has not received from PacifiCorp any assurances or promises regarding any financial results or benefits hereunder; (v) service hereunder is not a utility service within the meaning of Section 466 of the United States Bankruptcy Code; and (vi) Counterparty holds legal title to the Facility or otherwise holds the legal right to cause the Facility to enter into this Agreement.

VII. Financial Responsibility.

7.1 Adequate Assurances. Without limiting PacifiCorp's rights under Article VIII hereof, if Counterparty has failed to make a timely payment hereunder, and PacifiCorp has reasonable grounds for insecurity regarding the performance of any obligation of Counterparty hereunder (whether or not then due), PacifiCorp may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means sufficient security in the form, amount, by an issuer or guarantor, and for the term reasonably acceptable to PacifiCorp, including, but not limited to, cash, a standby irrevocable letter of credit, a prepayment, a security interest in government securities, an asset or a performance bond or guaranty. Such Adequate Assurances of Performance shall be provided within three business days after a written demand is made by PacifiCorp.

VIII. Events of Default; Remedies.

8.1 Event of Default. "Event of Default" means, with respect to a Party (the "Defaulting Party"):

8.1.1 the failure to render when due any payment or performance hereunder, if such failure is not remedied within five days after written notice;

8.1.2 the failure to timely provide adequate assurances required pursuant to Article VII hereof;

8.1.3 any such Party's representation or warranty proves to have been incorrect or misleading in any material respect when made;

8.1.4 the failure to perform any other covenant set forth herein if such failure is not remedied within five days after written notice;

8.1.5 its bankruptcy, if adequate assurances acceptable to PacifiCorp and approved by the Bankruptcy Court are not provided;

EXCLUDED PURSUANT TO THE TERMS HEREOF SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

8.6 Survival. This Article survives the expiration or termination hereof.

IX. Force Majeure.

9.1 Except with regard to a Party's obligation to make payments hereunder, in the event either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect hereto, then upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing or by facsimile to the other Party, then the obligations of the Claiming Party shall, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party shall not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure shall have until the end of the Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations hereunder, which event or circumstance was not anticipated, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Counterparty's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

9.2 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure shall be excused by the Force Majeure.

9.3 Strikes. Notwithstanding any other provision hereof, neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to the Party's best interests.

X. Miscellaneous.

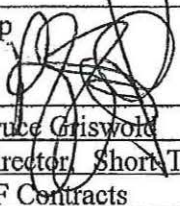
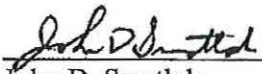
10.1 CHOICE OF LAW. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

10.2 Restriction on Assignments. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which

confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

10.9 Relationship of the Parties. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date last below written.

PacifiCorp	Pavant Solar, LLC
By: 	By: 
Name: <u>Bruce Griswold</u>	Name: <u>John D. Smatlak</u>
Title: <u>Director, Short Term Origination and QF Contracts</u>	Title: <u>Vice President, Power Generation Technical Services</u>
Date: <u>10/30/15</u> <u>11/17/2015</u>	Date: <u>10/30/15</u>

NOTICES EXHIBIT

To Counterparty: Pavant Solar, LLC
5000 Dominion Blvd.
Glen Allen, VA 23060
Attn: Eric McMillan, Manager Renewable Energy
Telefacsimile (804) 819-2146
E-mail: eric.mcmillan@dom.com

To PacifiCorp: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Sr. Vice President, Commercial & Trading
Telefacsimile (503) 813-6260
E-mail: stefan.bird@pacificorp.com

with a copy to: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Director of Contract Administration, C&T
Telefacsimile (503) 813-6291
E-mail: cntadmin@pacificorp.com

with copies to: PacifiCorp Energy Legal Department
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761
E-mail: jeff.erb@pacificorp.com