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Salt Lake City, Utah 84114

December 27, 2019

VIA ELECTRONIC FILING

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

RE: **Docket No. 19-035-39– In the Matter of the Application of Rocky Mountain Power for Approval of Renewable Energy Service Contracts Between Rocky Mountain Power and Seven Qualified Customers Pursuant to Electric Service Schedule No. 34**

Rocky Mountain Power (the “Company”) hereby submits for filing its reply comments in the above referenced docket.

The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com
utahdockets@pacificorp.com
jana.saba@pacificorp.com
jacob.mcdermott@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Jana Saba at (801) 220-2823.

Sincerely,

Joelle Steward
Vice President, Regulations

Enclosures

CC: Service List

Jacob A. McDermott (#16894)
Rocky Mountain Power
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Salt Lake City, UT 84116
Telephone: (801) 220-2233
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Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of)	
Rocky Mountain Power for Approval of)	Docket No. 19-035-39
Renewable Energy Service Contracts)	
Between Rocky Mountain Power and Six)	REPLY COMMENTS OF
Qualified Customers Pursuant to Electric)	ROCKY MOUNTAIN POWER
Service Schedule Number 34)	

Pursuant to Utah Code Ann. § 63g-4-201, and Utah Admin. Code R746-1-203, on October 15, 2019, PacifiCorp, doing business in Utah as Rocky Mountain Power (“Company”) submitted an application (“Application”) to the Public Service Commission of Utah (“Commission”) requesting approval of its Renewable Energy Service Contracts (“Contracts”) with Salt Lake City, Park City, Summit County, Utah Valley University, Vail Resorts, and Deer Valley Resorts (collectively “Customers”) in accordance with Utah Code Ann. § 54-17-806 and Electric Service Schedule 34 (“Schedule 34”). On December 5, 2019, the Division of Public Utilities (“Division”) filed comments in response to the Application. No other parties filed comments in response to the Application.

Rocky Mountain Power replies to the Division's comments as follows:

1. While the Division largely agrees that the terms of the Contracts meet the requirements of the Company's Schedule 34 Tariff, it noted that the language in Exhibit F seemed unnecessary.¹ That section describes early termination costs, and the specific portion of concern to the Division relates to determining the "Contract Value" if the Company is the owner of the renewable energy facility. The Division questions the inclusion of this provision given the Company's statement in the Application that the initial Power Purchase Agreement ("PPA") will be with a facility that is not owned or subject to acquisition by the Company.

2. The Company included the Contract Value language regarding Company-owned facilities in the proposed Schedule 34 contract, because, while the first facility will not be owned or acquired by the Company, the Contracts allow the customers to elect to be supplied by additional resources in the future.² This provides the Customers the option to expand the amount of renewable energy they purchase through their Contracts, and contemplates that future resources could be owned by the Company. This is why the Company and the Customers negotiated a provision to properly value company-owned facilities in the event of an early termination under the Contracts, even though that provision will not have any application to the PPA with the first facility.

3. Pages 5 and 6 of the Division's comments raise concerns about an issue that may arise as more customers enroll Schedule 34 and Community Renewable Energy Act under Utah Code Ann. §54-17-901 *et seq.*. Specifically, the Division is concerned that with more renewable development to respond to these specific customer programs there is a risk that the costs of

¹ Division Comments at p. 5.

² *See e.g.*, Application, Exhibit Accompanying Direct Testimony of Kyle T. Moore at p. 4 ("Customer Renewable Resource ... A Customer Renewable Resource may be Company or Customer-Owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer").

shaping, balancing, ancillary services or other renewable integration costs may grow to the point that they pose a greater risk of cost shifts to other customers. The Company is also concerned about this risk. The Company adopts the Division's recommendation that the Company consider how these costs will be assigned appropriately to customers that elect renewable rates, and not be shifted to its other customers. In future filings requesting approval of Schedule 34 contracts, a community renewable program, or any other renewable rate program, the Company is committed to ensuring that such costs will not be shifted to its other customers.

4. On page 6 of the Division's comments under the heading "Procedural Questions," the Division expresses some confusion regarding the anticipated timeline of the approval process. The Company filed its Application before the Schedule 34 contracts with the customers were fully executed due to concerns on timing. The Company anticipated filing the fully executed contracts in 30-45 days, but the execution process with a few of the customers took slightly longer than expected. The contracts with Salt Lake City, Utah Valley University, Summit County and Vail Resorts have now all been fully executed and are attached as Exhibit B for the Commission's approval. The contracts with Park City and Deer Valley are in the final stages of completion and will be filed shortly.

5. In accordance with the Division's requests on page 7 of its comments, the Company notes the following differences in the contracts provided in Exhibit B compared to the Contract filed with the Application. First, Section 20.3 varies in the contracts with the customers who are public entities based on public records law and local anti-corruption requirements. Second, Section 15.3 was added to Salt Lake City's contract.

6. Finally, the Company notes that in response to an informal question from the Division, the Company has modified Exhibit F of the Contracts to remove extraneous language

that was included as a typo in the master version that was originally filed. In some cases the correction was made prior to execution; in others where the contracts were already signed, the Company will issue a corrected version of the exhibit for signatures or initials from both parties to approve of the correction.

7. Based on the Application, the Division's comments, and these reply comments, the Schedule 34 contracts comply with the requirements of Schedule 34 and Utah Code Ann. § 54-17-806, and are in the public interest, and the Company respectfully reiterates its request that they be approved by the Commission.

DATED this 27th day of December 2019.

Respectfully submitted,

ROCKY MOUNTAIN POWER



Jacob A. McDermott

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Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

November 25, 2019

Contract Number: 57-1-20-1945	Project:
Contractor: 05870 ROCKY MOUNTAIN POWER	
Contract Title: RENEWABLE ENERGY SERVICE CONTRACT	
Monitor: VICKI BENNETT	

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p>ENTERED NOV 26 2019</p>	<p>I certify that funds are available. _____ Date</p> <p>OR Accounting Signature</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system. <i>Y.M.A.</i></p> <p align="right"><i>11/26/19</i></p> <p>_____ Date</p> <p>Accounting Signature</p> <p>Funding Source: _____</p> <p align="center">Dept Cost Center Object Code \$ <i>0</i></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ _____</p>

STEP 2	- Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS: Sign ALL documents.</p> <p>Authorized Signer: <i>Bennett</i> Sustainability Name Dept/Div</p> <p>Authorized Signer: <i>Mayor Biskupski</i> Mayor</p> <p><i>Patricia W. Leary, Acting Mayor 11/27/2019</i></p>

STEP 3	CITY ATTORNEY'S OFFICE - Final Approval
<p>RECEIVED</p> <p>NOV 27 2019</p> <p>Salt Lake City Attorney</p> <p>Date Stamp</p>	<p>Attorney: <i>Megan DePaulis</i> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. <i>Megan DePaulis 11/27/19</i></p> <p align="center">_____ Attorney's Signature Date</p> <p>Forward ALL Signed documents to the Recorder's Office</p> <p align="right">ENTERED <i>WLF</i></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS:</p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><i>Shannon Williams</i> Sustainability x-7761 Name Department or Division Phone</p>

Execution Version

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

between

ROCKY MOUNTAIN POWER

and

SALT LAKE CITY CORPORATION

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

This RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34) (this "Agreement"), effective this _____ day of _____, 2019, is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the "Company"), and Salt Lake City Corporation, a Utah Municipal Corporation ("Customer"), each sometimes referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company's service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy in accordance with the provisions of Utah Code § 54-17-806 and Schedule 34.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Customer and Company hereby agree to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

"Actual Output" means the actual amount of Energy in kWh produced by all Customer Renewable Resources and delivered to Customer during any relevant measurement period.

"Adequate Assurances of Performance" has the meaning set forth in Section 6.5.

"Affiliate" means an entity that is controlled by, under common control with, or has the ability to exercise control over, a Party.

"Agreement" means this Renewable Energy Service Contract and any renewals hereof and any appendix, exhibit or amendment hereto.

"Annual True-Up" means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for a True-Up Period, as determined by Company within thirty (30) days of each True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c) + (d), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh);
- (c) = True-Up Balance (\$); and
- (d) = Excess Renewable Supply Adjustment (\$), if any.

“Applicable Electric Service Schedule” with respect to each Enrolled Meter means the Company’s Utah electric service schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Enrolled Meter.

“Applicable EBA Surcharge” means a dollar amount determined by Company for all Enrolled Meters and applied to each Enrolled Meter each Billing Period and calculated in accordance with the following formula:

(a) x (b) x (c), where:

- (a) = Power Charge (\$) and Energy Charge (\$) of, and as defined by, the Applicable Electric Service Schedule;
- (b) = The EBA Surcharge (%); and
- (c) = One-hundred percent (100%) - Renewable Percentage (%).

“Billing Period” means the period of approximately thirty (30) days intervening between regular successive meter readings.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

“Commission” means the Public Service Commission of Utah.

“Company” has the meaning set forth in the Preamble.

“Confidential Information” means, subject to 20.3, any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives

other than materially as a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

“Consumed Energy” means the total amount of Energy in kWh actually consumed by Customer at all Enrolled Meters during any relevant period.

“Contract Value” has the meaning set forth in Exhibit F.

“Cost of Renewable Supply” has the meaning set forth in Section 4.6.

“Customer” has the meaning set forth in the Preamble.

“Customer Load Estimate” means a kWh amount representing a reasonable estimate of projected Consumed Energy to be used at all Enrolled Meters during the next True-Up Period which, shall be based on the Consumed Energy at all Enrolled Meters during the most recent True-Up Period, plus reasonably projected usage for the next True-Up Period at any Retail Points of Delivery added as new Enrolled Meters, minus actual usage at any Retail Points of Delivery removed from Enrolled Meters, or otherwise as agreed to by the Parties.

“Customer Renewable Resource” means all or the percentage as specified in a Renewable Resource Appendix of the Energy and Green Tags produced or created by one or more renewable resource Facilities identified by or on behalf of the Customer to provide electric power and energy for use by Customer consistent with Utah Code § 54-17-806 and Schedule 34. A Customer Renewable Resource may be Company- or Customer-owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer.

“Delivery Schedule” is a schedule provided by Customer pursuant to Section 3.4 specifying the Enrolled Meters, which shall be substantially in the same form as Exhibit A.

“Early Termination Payment” has the meaning set forth in Exhibit F.

“EBA Surcharge” means the Energy Balancing Account surcharge or surcredit percentage as specified in the Company’s Utah electric service schedule 94 or a successor schedule.

“Effective Date” means the date on which the Agreement has been executed by both parties, and, to the extent not granted prior to execution, all required Commission approvals have been granted.

“Electric Service Regulations” means Company’s currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

“Electric Service Requirements” means Company’s currently effective and applicable electric service requirements, as of the Effective Date, specified at

<https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html>. The Electric Service Requirements may be reasonably amended from time to time by Company.

“Electric Service Schedules and Regulations” means Company’s currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at <https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html>. The Electric Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

“Energy” means electric energy expressed in kWh.

“Enrolled Meters” means the Retail Points of Delivery to which Renewable Supply is to be delivered by Company under this Agreement, as specified by Customer in the Delivery Schedule then in effect.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Estimated Output” means an amount in kWh representing the total projected Energy to be produced by all Customer Renewable Resources during the next True-Up Period which, unless Company has or Customer provides information demonstrating otherwise, shall be based on the energy projections, including effects of any degradation factor, for Customer Renewable Resources as specified in Facility Contracts, or otherwise as agreed to by the Parties.

“Excess Renewable Energy” means an amount representing Renewable Supply in kWh not utilized by Customer over the course of a True-Up Period, as determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) – (b), but not less than zero, where:

- (a) = Actual Output; and
- (b) = Consumed Energy.

“Excess Renewable Supply Adjustment” means a dollar amount to be recovered from Customer in the upcoming True-Up Period for Excess Renewable Supply in the prior True-Up Period, determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) x ((b) - (c)), but not less than zero, where:

- (a) = Excess Renewable Energy (kWh);
- (b) = Total Cost of Renewable Supply (\$/kWh); and
- (c) = Schedule 37 Avoided Cost (\$/kWh), adjusted for losses to the extent a loss adjustment is deemed appropriate by the Commission.

“Facility” means all power generating equipment and all associated devices, appurtenances and equipment owned, controlled, operated or managed by the Facility Owner in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of Renewable Supply from a Customer Renewable Resource.

“Facility Contract” means an agreement entered into by Company to acquire Renewable Supply from a Facility for a Customer Renewable Resource.

“Facility Owner” means the developer, owner and operator of a Facility, and all employees, officers, members and agents of any of the same.

“Firm Power and Energy” means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load.

“Force Majeure” has the meaning set forth in Article XI.

“Green Tags” means (a) all Environmental Attributes associated with a Customer Renewable Resource, together with (b) all Green Tag Reporting Rights associated with such Energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as RECs, “Green-e Certified,” or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility.

“Green Tag Price Component” means the value of any Green Tags as set forth in a Facility Contract, which shall be reflected in a Renewable Resource Appendix and shall the Customer’s damages associated with Green Tags if the Facility Owner fails to deliver any Green Tags to Company under the relevant Facility Contract.

“Green Tag Reporting Rights” means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer’s discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over Company, including the Federal Trade Commission’s “Green Guides” (*See*, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer’s exclusive Green Tag Reporting Rights.

“Guaranty” means a guaranty in a form substantially similar to the attached Exhibit B, or otherwise acceptable to PacifiCorp.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Letter of Credit” means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

“Losses” means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt hour.

“Net Renewable Supply Charge” means an amount in \$/kWh representing the incremental cost to Company of Customer Renewable Resources, calculated for each Customer Renewable Resource and specified in a Renewable Resource Appendix in accordance with the following formula:

(a) – (b), where:

- (a) = Cost of Renewable Supply (\$/kWh); and
- (b) = Resource Avoided Cost (\$/kWh);

Provided that the Net Renewable Supply Charge may not be less than zero (0), unless otherwise approved by the Commission.

“New Resource True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for the True-Up Period associated with the addition of each new Customer Renewable Resource, determined by Company as of each New Resource True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh); and
- (c) = True-Up Balance (\$), if any.

For the avoidance of doubt, a New Resource True-Up will not include an Excess Renewable Supply Adjustment.

“New Resource True-Up Date” means a date at the end of a Billing Period as close as practicable to the date on which Renewable Supply from a new Customer Renewable Resource is first expected to be available for sale to Company and delivery to Customer.

“Normal Tariff Rate” means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer’s Enrolled Meters, but not the EBA Surcharge or the Other Schedule 80 Surcharges.

“Other Schedule 80 Surcharges” means the surcharges or surcredits summarized in Company’s Utah electric service schedule 80, or a successor schedule as approved by the Commission and in effect from time to time, other than the EBA Surcharge.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

“Power” means electric power expressed in kilowatts.

“Power Factor” means the percentage determined by dividing Customer’s average kilowatt-hours (real power) by Customer’s average kilovolt-ampere hours (apparent power) in any given month.

“Power Quality Standards” means Company’s currently effective and applicable power quality standards contained in the Company’s Engineering Handbook as specified at <https://www.rockymountainpower.net/con/pqs.html>. The Power Quality Standards may be amended from time to time by Company.

“Proceeds” has the meaning set forth in Exhibit F.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least \$10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least “A” from S&P and “A2” from Moody's.

“Qualified Entity” means an entity with a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baal or greater from Moody's; provided that if (a) or (b) is not available, an equivalent rating as determined by PacifiCorp through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

“Records” has the meaning set forth in Article XIII.

“Renewable Energy Certificate” or “REC” means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

“Renewable Percentage” means a percentage representing the amount of Consumed Energy provided by Customer Renewable Resources to all Enrolled Meters for each True-Up Period, determined by Company with each Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = Actual Output (kWh); and

(b) = Consumed Energy (kWh).

Provided, that the Renewable Percentage for the first True-Up Period beginning when Renewable Supply from any Customer Renewable Resource is sold to Company for delivery to Customer hereunder shall be specified in the Renewable Resource Appendix for such Customer Renewable Resource.

“Renewable Resource Appendix” means an agreement between Company and Customer to be attached as an Appendix hereto to specify the terms and conditions applicable to acquiring a Customer Renewable Resource on behalf of the Customer, substantially in the form of Exhibit D.

“Renewable Supply” means all Energy and Green Tags produced or created by each Customer Renewable Resource pursuant to each Facility Contract.

“Renewable Supply Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$((a^{n1}) \times (b^{n1})) + ((a^{n2}) \times (b^{n2})) + ((a^{n3}) \times (b^{n3})) \dots = \text{“Total Estimated Cost”}$
(Total Estimated Cost) \div (c), where:

(a^{n+x}) = Net Renewable Supply Charge (\$/kWh) for each successive Customer Renewable Resource

(b^{n+x}) = Estimated Output (kWh) for each successive Customer Renewable Resource; and

(c) = Customer Load Estimate (kWh).

“Representatives” has the meaning set forth at Section 15.3.

“Resource Avoided Cost” means an amount in \$/kWh based on the Company’s Utah Electric Service Schedule 38 applicable as of the date of determination equivalent to the levelized avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such Schedule 38) with a size, location and fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Retail Point of Delivery” means a point at which Firm Power and Energy is delivered by Company to Customer. Customer’s Retail Points of Delivery may be changed from time to time with the consent of both Parties.

“S&P” means Standard & Poor’s Rating Group (a division of S&P Global, Inc.).

“Schedule 34 means Company’s Utah electric service schedule 34, or a successor schedule, as approved by the Commission and in effect from time to time.

“Schedule 37 Avoided Cost” means an amount in \$/kWh based on the Company’s Utah electric service schedule 37, applicable as of the date of determination, equivalent to the avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such schedule 37) with a fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Term” of this Agreement has the meaning set forth in Section 2.1.

“Total Cost of Renewable Supply” means a dollar amount representing the output-weighted average Cost of Renewable Supply for all Customer Renewable Resources over any relevant period.

“Transfer Value” has the meaning set forth in Exhibit F.

“True-Up Balance” means a dollar amount to be worked off during subsequent True-Up Periods to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$(a) - ((b) \times (c))$, where

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as relevant, for the most recent True-Up Period;
- (b) = True-Up Rate (\$/kWh); and
- (c) = Consumed Energy (kWh).

“True-Up Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to work off the Annual True-Up or New Resource True-Up, as applicable, for prior True-Up Periods, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as applicable; and
- (b) = Customer Load Estimate (kWh).

“True-Up Date” means every April 1 during the Term.

“True-Up Period” means a period of up to 12 consecutive Billing Periods beginning on the day that Renewable Supply is first sold to Company for delivery to Customer hereunder for the first True-Up Period, and on the day after the end of the most recent True-Up Period thereafter, and ending on the True-Up Date or the New Resource True-Up Date, as applicable.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as “hereof”, “herein”, “hereunder” and other similar compounds of the word “here” mean and refer to the entire Agreement rather than any particular part of the same. The words “includes” and “including” shall be deemed to mean “including, without limitation” or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity’s successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for so long as the Company has a financial obligation arising from a Customer Renewable Resource acquired for Customer under this Agreement pursuant to a Facility Contract (“Term”). Provided, however, that the Parties may extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party's obligation to perform under this Agreement.

ARTICLE III SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix. Customer shall execute a Renewable Resource Appendix in connection with the Company's execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire Renewable Supply from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Facility Contract, and shall sell and deliver the same to Customer as specified herein and in the then-current Delivery Schedule to the Enrolled Meters.

Section 3.3 Commencement of Deliveries. The Company shall make initial deliveries of Renewable Supply to Customer as soon as Company begins receiving Renewable Supply from a Customer Renewable Resource under a Facility Contract.

Section 3.4 Enrolled Meter List. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource is expected to be available for sale to Company for delivery to Customer hereunder, Customer shall provide Company with a list of all of the Enrolled Meters that will receive Renewable Supply ("Enrolled Meter List") in a form generally consistent with Exhibit C. Thereafter, Customer may amend the Enrolled Meter List in the 30 days up to and including each True-Up Date by delivering to Company a revised Enrolled Meter List, and such revised Enrolled Meter List will be used to calculate the Excess Renewable Supply Adjustment for the True-Up Period ending on that True-Up Date.

Section 3.5 No Resale of Power. Customer shall not resell any Power and Energy delivered under this Agreement to any other Person; provided that use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall not constitute a resale of power hereunder. Aggregation of multiple metered delivery locations by Customer shall not be considered the resale of energy under this Agreement.

ARTICLE IV PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company.

Customer may also identify a Customer Renewable Resource to supply renewable energy to the Customer, but the identified Customer Renewable Resource must contract directly with the Company prior to becoming a Customer Renewable Resource as defined by this Agreement. The Customer Renewable Resource must meet all of the requirements for renewable resources in accordance with Utah Code § 54-17-601 and Schedule 34.

Section 4.2 Terms of Procurement. As needed from time to time when a Customer Renewable Resource is sought, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

- (a) the type(s) of resource being sought (*e.g.*, solar, wind, geothermal, etc.);
- (b) the desired size in MW or MWh;
- (c) if the desire is for one or multiple resources;
- (d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;
- (e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;
- (f) acceptable location(s) for the resource;
- (g) the desired online date; and
- (h) whether the Company is asked to issue and administer a request for proposal.

Section 4.3 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

- (i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;
- (ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and
- (iii) within one hundred and eighty (180) days (unless delayed by the Commission or the Facility Owner other than the Company, in which case the time for performance shall be extended on a day-for-day basis), enter into and complete negotiations to procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and

conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, or at Customer's direction, the Facility Owner, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of the Customer Renewable Resource. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

- (d) Each Facility Contract entered into by Company shall:
- (i) Indicate that Renewable Supply purchased by Company thereunder is intended to be utilized by Customer to the extent of the Customer Renewable Resource;
 - (ii) State that Customer is an intended beneficiary of such Facility Contract;
 - (iii) Include liquidated damages for failure to deliver Renewable Supply that includes a Green Tags Price Component;
 - (iv) Require the Facility Owner to grant Green Tag Reporting Rights to Company that are comparable to or greater than those granted to Customer in this Agreement; and
 - (v) Require Facility Owner to comply with all requirements and execute all documents and instruments reasonably requested by Customer in order to document and effect the transfer of Green Tags to or on behalf of Customer through WREGIS.

(e) Material Terms and Conditions of Facility Contract. Prior to entering into any proposed Facility Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Facility Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Facility Contract with any Facility Owner if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Facility Contract is, to the Company's reasonable satisfaction, acceptable, then Company shall enter into a definitive Facility Contract with the Facility Owner. If the Company has identified unacceptable terms or other concerns that Company has determined are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Facility Contract after the mitigation proposed by Customer is agreed to in writing by the Parties.

Section 4.4 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Facility Owner of a Customer Renewable Resource, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.5 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Facility Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Facility Owner of a Customer Renewable Resource in excess of Company's quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.6 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under the Facility Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract ("Cost of Renewable Supply"). The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.7 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Company shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Customer, or at Customer's direction, the Facility Owner, shall pay all costs incurred by Company in transferring the Renewable Energy Certificate(s) to Customer and/or retiring them on Customer's behalf.

ARTICLE V SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. Beginning with the Billing Period in which Renewable Supply from any Customer Renewable Resource is first sold to Company for delivery to Customer hereunder, the charges for all Power, Energy and Renewable Supply delivered to each of Customer's Enrolled Meters and all Green Tags acquired on behalf of Customer under this Agreement shall be made up of the following components, as applicable:

- (a) Normal Tariff Rates – applied to all kW and kWh delivered by Company to each Enrolled Meter;
- (b) Renewable Supply Rate – applied to all kWh delivered by Company to each Enrolled Meter;
- (c) True-Up Rate – applied to all kWh delivered after the first True-Up Date to each Enrolled Meter;

- (d) Administrative Fees of \$500 - single charge applied to one customer invoice each month;
- (e) Applicable EBA Surcharge – applied to all kW and kWh charges at each Enrolled Meter;
- (f) Unbundled REC Charges, if any – single charge applied to one customer invoice each month;
- (g) Other Schedule 80 Surcharges – applied to each Enrolled Meter; and
- (h) Other charges, fees, exemptions and credits associated with Firm Power and Energy and Renewable Supply delivered by Company to Customer to each Enrolled Meter hereunder, as determined by the Commission from time to time, including possible future carbon taxes, charges or exemptions.

Section 5.2 Final True-Up. At the of the term of the last active Customer Renewable Resource, Company will calculate a final Annual True-Up and apply that amount proportionally to each Enrolled Meter based on the total usage over the final True-Up Period at each Enrolled Meter, which amount shall be billed in twelve equal installments in Billing Periods following the final Annual True-Up.

Section 5.3 REC Procurement. The Customer may direct the Company to acquire unbundled RECs on behalf of the Customer by providing written notice to the Company. If so directed, Company will acquire Renewable Energy Certificates on a least-cost basis. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Any cost associated with the acquisition of the Renewable Energy Certificates will be direct assigned to the Customer.

ARTICLE VI BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be calculated using the applicable components outlined in Section 5.1 for the previous Billing Period.

Section 6.2 Billing Statements. Company will present Customer with an aggregated bill that contains all applicable rates, charges, taxes and fees under this Agreement, and Customer shall make a single monthly payment to Company. All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy delivered and all the associated charges. Each bill shall be transmitted to Customer both electronically and by U.S. Mail.

Section 6.3 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall give prompt notice to Company of and the basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in

good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.4 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.5 Credit Requirements. Unless Customer is a Qualified Entity, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined by Company, to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource, including but not limited to its obligations under Section 10.3. A guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

Section 6.6 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset, a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within ten business days after a written demand is made by Company.

ARTICLE VII [Reserved]

ARTICLE VIII OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X TERMINATION

Section 10.1 Termination. This Agreement may be terminated by Customer on sixty (60) days' written notice to Company, or as otherwise permitted under this Article, subject to payment of an Early Termination Payment pursuant to Section 10.3. If this Agreement is terminated for any reason in this Article, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

Section 10.3 Early Termination. If, after the satisfaction of the condition precedent in Section 2.2, this Agreement is terminated or caused to be terminated for any reason other than the fault of

Company before the end of the Term, then Customer shall pay to Company the Early Termination Payment as determined by the methodology set forth in Exhibit F. Customer shall pay Company the Early Termination Payment in full within thirty (30) days after Customer receives notice from Company of the amount of the Early Termination Payment. In the event the Early Termination Payment is due from Company to Customer, then Company shall pay the Early Termination Payment over the remaining life of the obligation to the Customer Renewable Resource as those revenues are realized by Company.

ARTICLE XI FORCE MAJEURE

Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a "Force Majeure"). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company's or third-party's facilities (not including a Customer Renewable Resource). Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company's obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled "Continuity of Service."

ARTICLE XII LIABILITY

Subject to the limitations of liability contained herein and in Company's Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII
RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under contracts entered into with Facility Owners ("Records"). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company's business as reasonably possible. At Customer's request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any contracts entered into with Facility Owners. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV
ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company's consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor's qualification as a customer under Company's policies and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV
INFORMATION

Section 15.1 Furnishing Information. Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Representation regarding Ethical Standards for Officers and Employees of Customer and Former Officers and Employees of Customer. Company represents that it has not: (1) provided an illegal gift or payoff to an officer or employee of Customer or a former officer or employee of Customer, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Customer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an officer or employee of Customer or a former officer or employee of Customer to breach any of the ethical standards set forth in Customer's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Section 15.4 Confidentiality.

(a) Subject to Section 20.3, except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Subject to Section 20.3, either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.5 Publicity.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written

consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not to claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

(d) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. Neither Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Administrative Remedies; Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance

with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Section 16.3 Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

ARTICLE XVII DEFAULT; REMEDIES; WAIVER

Subject to the provisions of Article XVI, either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement or Company's electric utility service shall be as specified by applicable Utah laws or regulations. Under no circumstances shall either party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement or the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

ARTICLE XVIII COMMUNICATIONS AND NOTICE

Any notice require or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

To Company: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Director, Valuation & Commercial Business
Telefacsimile (503) 813-6260

with a copy to: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Contract Administration
Telefacsimile (503) 813-6291
Email: cntadmin@pacificorp.com

with copies to: PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761

and termination notices to Company: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: President

and to: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: General Counsel

If to Customer: Salt Lake City Corporation
451 South State Street, Rm. 404
P.O Box 145467
Salt Lake City, Utah 84114-5467
Attn: Director of Sustainability

With a copy to: Salt Lake City Attorney's Office
451 South State Street, Rm. 505A
P.O Box 145478
Salt Lake City, Utah 84114-5478
Attn: City Attorney
Telefacsimile (801) 535-7640

ARTICLE XIX
REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX
MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Jurisdiction of Regulatory Authorities. Company's currently applicable and effective Electric Service Regulations are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Regulations and agrees to abide by them and all applicable amendments and changes thereto as approved by the Commission.

Section 20.3 Customer as a Governmental Entity of the State of Utah. Company acknowledges that Customer is a political subdivision and a governmental entity of the State of Utah covered by the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"), nothing in this Agreement shall be construed as a waiver by Customer of any protections, rights, remedies, or defenses applicable to Customer under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, or other applicable law. It is not the intent of Customer to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Customer in this Agreement to defend, indemnify, and hold harmless are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Customer. If Customer carries insurance

through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law, nothing in this Agreement shall require Customer to carry different or additional insurance, any obligations of Customer contained in this Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the Customer's negligent acts or omissions, and no rights of subrogation are waived by Customer. Company acknowledges that: a governmental entity is subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within the possession or control of a governmental entity may be subject to public disclosure; and that confidentiality obligations of a governmental entity in this Agreement shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a governmental entity that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA. Amounts paid or received by a governmental entity are generally not protected from disclosure under GRAMA. Notwithstanding any provision in this Agreement, Customer may disclose any information or records (including any Confidential Information) to the extent required by GRAMA or as otherwise required by law and Customer will make reasonable efforts to give Company sufficient prior notice to contest such disclosure. In the event of any conflict between the provisions of this Section and any other section of this Agreement, the provisions of this Section shall prevail.

Section 20.4 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Enrolled Meters shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.5 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.6 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.7 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned

or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.9 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

Section 20.10 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first set forth above.

CUSTOMER:

SALT LAKE CITY CORPORATION

By: Patrick W Leary
Name: Patrick W Leary
Title: Acting Mayor

COMPANY:

ROCKY MOUNTAIN POWER

By: Gary Hoogeveen
Name: Gary Hoogeveen
Title: ~~12/13~~ President

Attest and Countersign:
Salt Lake City Recorder's Office

City Recorder

Approved as to Form:
Salt Lake City Attorney's Office

Meghan D. Pauls
Senior City Attorney
Date: 11/27/19

EXHIBIT B

FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION

THIS GUARANTY (this "Guaranty"), dated as of _____, 20____, is issued and delivered by _____, a _____ (the "Guarantor") for the benefit of PacifiCorp, an Oregon corporation (the "Beneficiary"), with reference to the following:

WHEREAS, the Beneficiary and _____, a _____ (the "Obligor") entered into that certain Renewable Energy Service Contract, dated as of _____, 20____ (the "Agreement"); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due all of the obligations of Obligor under the Agreement (the "Guaranteed Obligations").

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term hereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in whole or in part or Beneficiary's rights hereunder to anyone at any time. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

6. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this

Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

7. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

8. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

9. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

10. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [_____] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

11. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

12. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW,

EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

15. Other than an assignment to or enforcement by Customer (as defined in the Agreement) of this Guaranty, Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

16. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below, or such other address as the Guarantor or the Beneficiary shall from time to time specify:

If to the Guarantor, at:

With a copy to:

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With copies to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

EXHIBIT C

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit ("Letter of Credit") for the account of _____ (the "Applicant") for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the "Initial Expiration Date"). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) ("ISP98") with regard to all matters not provided for herein, and, to

the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

[name of account]
[account number]
[name and address of bank at which account is maintained]
[aba number]
[reference]

The following amount:

[insert number of dollars in writing] United States Dollars
(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]* dated *[effective date]*

[Beneficiary]

By: _____
Name: _____
Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to the draw the funds requested.

Or

Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____

Name: _____

Title: _____

EXHIBIT D

[FORM OF RENEWABLE RESOURCE APPENDIX]

This Renewable Resource Appendix confirms the terms of the agreement made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and _____, a _____ (“Customer”) as of the effective date referenced below concerning the acquisition of the Customer Renewable Resource pursuant to a Facility Contract as referenced below.

This Renewable Resource Appendix supplements, forms a part of, and is subject to, the terms of the Renewable Energy Service Contract, dated as of _____, 2019, between Company and Customer (as modified from time to time, the “Renewable Energy Service Contract” or “RESC”). This Renewable Resource Appendix shall constitute a “Renewable Resource Appendix” within the meaning of the Renewable Energy Service Contract. In the event of any inconsistency between a provision of the Renewable Energy Service Contract and a provision of this Renewable Resource Appendix, the provision of this Renewable Resource Appendix shall control for purposes of acquiring the Customer Renewable Resource referenced below. Capitalized terms used in this Renewable Resource Appendix and not otherwise defined will have the respective meanings assigned in the Renewable Energy Service Contract. The terms of this Renewable Resource Appendix are as follows:

Facility Contract:	[Name of Facility Contract -PPA]
Effective date of Facility Contract:	[DATE]
Seller/Facility Owner:	[TBD]
Buyer:	Company
Resource Type:	[Wind, Solar, Geothermal, etc.]
Facility Name:	[TBD] (“Facility”)
Facility Size:	[●] MW AC
Customer’s Share of kWh and Green Tags:	[●] % [Estimated [____] MWh during first 12 months]
Product:	Renewable Energy and Green Tags
Expected COD:	[SCOD DATE]
Latest COD	[GCOD DATE]
Termination Date	[DATE]
Options	[Describe]
Price after COD:	\$\$[●] per MWh
Test Energy Price:	\$\$[●] per MWh

Point of Delivery:	[TBD]
Estimated Annual Production:	See Attachment 1
Scheduling and Curtailment Provisions:	[TBD]
Net Renewable Supply Charge:	\$(●) per MWh
System Facilities Capital Charge:	\$(●) per MWh
Timing and Performance Guarantees Provided by Seller and Associated Damages:	[TBD]
Credit Support:	[TBD]
Facility Contract Rights, Notices, Events of Default, Remedies, Termination	<p>[TBD]</p> <p>[Edit/Adapt depending upon circumstances]</p> <ol style="list-style-type: none"> 1. The Company shall use commercially reasonable efforts to enforce the terms of the Facility Contract for the benefit of Customer in a manner consistent with the Company's enforcement of the terms of other contracts between Company and other renewable energy providers. 2. Company shall use commercially reasonable efforts to collect or draw upon security for any damages owed by Facility Owner, including the Green Tags Price Component for any of Customer's share of Green Tags that are not delivered to Company by Facility, and shall pay 100% of the collected amount to Customer within 30 days of receipt, net of any internal and external costs, if any, reasonably incurred by Company. 3. As soon as practicable, but in any event within seven (7) days of receipt, Company shall provide Customer with copies of any notice or information received by it or delivered to it under the Facility Contract regarding any of the following: final completion (Section ____); damages (Sections ____); non-compensable curtailment (Section ____); Green Tags (Section ____); compensable curtailment (Section ____); litigation (Section ____); security and credit support (Sections ____); invoices

	<p>(Section ____); disputes (Section ____); transfer, assignment or change of control (Sections ____), default (Section ____), termination (Sections ____); force majeure (Section ____); and [others].</p> <p>4. As soon as practicable, but in any event within seven (7) days of its receipt of a request from Customer, Company shall (a) deliver to Customer any reports, records or other information received from Seller under the Facility Contract, or (b) request from Seller and deliver to Customer any documents or information that Company has a right to receive or request under the Facility Contract. Seller shall compensate Company for any incremental costs incurred by Company under the Facility Contract as a result of such requests by all Customers, prorated among requesting Customers.</p> <p>5. So long as the RESC remains in effect, without the advance written consent of Customer Company shall not do any of the following with respect to the Facility, the Facility Contract or the Facility Owner: consent to any transfer or assignment of the Facility Contract or the membership interests in Facility Owner, enter into a lender's consent or estoppel certificate, extend the Guaranteed Commercial Operation Date, terminate the Facility Contract, consent to any amendment or material modification to the Facility Contract, release any security, or agree to a material modification of the equipment comprising the Facility as of the Effective Date</p> <p>6. Customer may, in its sole discretion, elect to cure any payment default by Company under the Facility Contract. So that Customer may exercise this right, Company shall give written notice to Customer as soon as practicable after Company receives notice of such a default, but in no case later than the end of the cure period applicable to such default.</p> <p>7. [Others, to be Negotiated]</p>
<p>Green Tags:</p>	<p>Company's monthly statement to Customer under the RESC will include the number of Green Tags generated during the Billing Period, including Green Tags associated with Test Energy prior to the Commercial Operation Date. Within ninety (90) days after Customer has paid Company's monthly statement relating to such Billing Period, or within the thirty (30) days following any Green Tags being made available in the WREGIS system, whichever is later, Company shall transfer to Customer WREGIS Certificates for all Green Tags associated with Customer's share of Green Tags from the Facility relating to such Billing Period. Company shall transfer all such Green Tags to Customer's WREGIS account in accordance with instructions from Customer and applicable WREGIS rules and requirements, as the same may be amended from time to time. Upon written request by Customer, Company shall retain the Green Tags in the Company's WREGIS account and retire them on Customer's behalf. Customer shall pay all costs incurred by Company in transferring Green Tags to Customer and/or retiring them on Customer's behalf.</p>

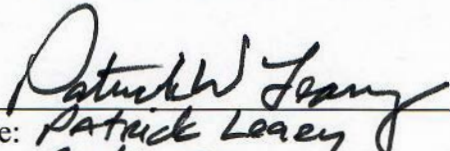
Green Tag Price Component:	\$ _____ per Green Tag (as stated in the Facility Contract).
Early Termination Payment	If the Customer no longer requires the supply provided by this Customer Renewable Resource, Customer may elect to terminate this Renewable Resource Appendix, subject to payment of the associated Contract Value, less any applicable Proceeds and Transfer Value, as those terms are defined in Exhibit [X] to the Renewable Energy Service Contract.

IN WITNESS WHEREOF, the parties have executed this Renewable Resource Appendix on the respective dates specified below with effect as of the date set forth above.

ROCKY MOUNTAIN POWER

SALT LAKE CITY CORPORATION

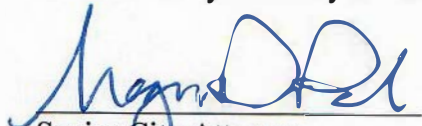
By: _____
 Name:
 Title:
 Date:

By: 
 Name: Patrick Leary
 Title: Acting Mayor
 Date: 11/27/2019

Attest and Countersign:
 Salt Lake City Recorder's Office

 City Recorder

Approved as to Form:
 Salt Lake City Attorney's Office


 Senior City Attorney
 Date: 11/27/19

Attachment 1
TO RENEWABLE RESOURCE APPENDIX

Estimated Annual Production and Cost of Renewable Supply

Year	Estimated Annual Production (MWh)	Cost of Renewable Supply (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

EXHIBIT E

BILLING EXAMPLES

(See attached Excel file "RESC EXHIBIT E - Billing Example 11.15.19.xlsx")

EXHIBIT F

CALCULATION OF EARLY TERMINATION PAYMENT

The Early Termination Payment payable to one Party (the "Payee") by the other Party (the "Payer") shall be equal to the sum of the Contract Values less any Proceeds and Transfer Values, each as determined at the time of termination, for every Customer Renewable Resource then in effect ("Early Termination Payment"). If the resulting amount is a positive number, Customer shall pay the amount to Company. If the resulting amount is a negative number, Company shall pay the absolute value of the amount to Customer. For the avoidance of doubt, the Parties intend that the Early Termination Payment should make the Company whole in the event of early termination.

The Company will calculate in good faith the Early Termination Payment in a commercially reasonable manner and will provide to Customer a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying any Early Termination Payment payable and (3) giving details of the relevant account to which any amount payable to it is to be paid.

"Contract Value" means the following, as applicable: (1) If the Company elects not to terminate the Facility Contract or if the Facility Contract does not allow the Company to terminate it upon an early termination by the Customer, then the present values of the product, for each year (or portion thereof) in the then remaining term (determined without reference to the early termination), of (A) the quantity of Renewable Energy and Green Tags expected to be produced during such year (or portion thereof) from the Customer Renewable Resource times (B) the Total Cost of Renewable Supply for such energy and Green Tags for such year; or (2) If the Facility Contract gives the Company the right to terminate it upon an early termination of this Agreement by Customer and the Company elects to exercise that right, then the Customer's share of the early termination payment that Company must pay to the Seller pursuant to the Facility Contract; or (3) If the Company is the Facility Owner, then the amount paid by Company to acquire ownership of a renewable energy facility that was the subject of a Renewable Energy Procurement. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

"Proceeds" means payments and other benefits received by or credited to Company, including as a result of damages payments and insurance payments, in connection with the early termination of any power purchase agreement with the Facility Owner.

"Transfer Value" means: the Market Value of the Renewable Energy and Green Tags procured by Company under the power purchase agreement.

"Market Value" means the present values of the product, for each year (or portion thereof) in the then remaining term of the Facility Contract (determined without reference to the early termination of the Renewable Energy Service Contract), of (A) the quantity of Renewable Energy and Green Tags expected to be produced by the Customer Renewable Resource during such year (or portion thereof) times (B) the price at which Company, by its commercially reasonable efforts, is able to resell such Renewable Energy and Green Tags for such year. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the

United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

between

ROCKY MOUNTAIN POWER

and

SUMMIT COUNTY, UTAH

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

This RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34) (this “Agreement”), effective this 21st day of NOVEMBER, 2019, is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), and Summit County, a political subdivision of the State of Utah (“Customer”), each sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company’s service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy in accordance with the provisions of Utah Code § 54-17-806 and Schedule 34.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Customer and Company hereby agree to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Actual Output” means the actual amount of Energy in kWh produced by all Customer Renewable Resources and delivered to Customer during any relevant measurement period.

“Adequate Assurances of Performance” has the meaning set forth in Section 6.5.

“Affiliate” means an entity that is controlled by, under common control with, or has the ability to exercise control over, a Party.

“Agreement” means this Renewable Energy Service Contract and any renewals hereof and any appendix, exhibit or amendment hereto.

“Annual True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for a True-Up Period, as determined by Company within thirty (30) days of each True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c) + (d), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh);
- (c) = True-Up Balance (\$); and
- (d) = Excess Renewable Supply Adjustment (\$), if any.

“Applicable Electric Service Schedule” with respect to each Enrolled Meter means the Company’s Utah electric service schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Enrolled Meter.

“Applicable EBA Surcharge” means a dollar amount determined by Company for all Enrolled Meters and applied to each Enrolled Meter each Billing Period and calculated in accordance with the following formula:

(a) x (b) x (c), where:

- (a) = Power Charge (\$) and Energy Charge (\$) of, and as defined by, the Applicable Electric Service Schedule;
- (b) = The EBA Surcharge (%); and
- (c) = One-hundred percent (100%) - Renewable Percentage (%).

“Billing Period” means the period of approximately thirty (30) days intervening between regular successive meter readings.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

“Commission” means the Public Service Commission of Utah.

“Company” has the meaning set forth in the Preamble.

“Confidential Information” means, subject to 20.3, any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives

other than materially as a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

“Consumed Energy” means the total amount of Energy in kWh actually consumed by Customer at all Enrolled Meters during any relevant period.

“Contract Value” has the meaning set forth in Exhibit F.

“Cost of Renewable Supply” has the meaning set forth in Section 4.6.

“Customer” has the meaning set forth in the Preamble.

“Customer Load Estimate” means a kWh amount representing a reasonable estimate of projected Consumed Energy to be used at all Enrolled Meters during the next True-Up Period which, shall be based on the Consumed Energy at all Enrolled Meters during the most recent True-Up Period, plus reasonably projected usage for the next True-Up Period at any Retail Points of Delivery added as new Enrolled Meters, minus actual usage at any Retail Points of Delivery removed from Enrolled Meters, or otherwise as agreed to by the Parties.

“Customer Renewable Resource” means all or the percentage as specified in a Renewable Resource Appendix of the Energy and Green Tags produced or created by one or more renewable resource Facilities identified by or on behalf of the Customer to provide electric power and energy for use by Customer consistent with Utah Code § 54-17-806 and Schedule 34. A Customer Renewable Resource may be Company- or Customer-owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer.

“Delivery Schedule” is a schedule provided by Customer pursuant to Section 3.4 specifying the Enrolled Meters, which shall be substantially in the same form as Exhibit A.

“Early Termination Payment” has the meaning set forth in Exhibit F.

“EBA Surcharge” means the Energy Balancing Account surcharge or surcredit percentage as specified in the Company’s Utah electric service schedule 94 or a successor schedule.

“Effective Date” means the date on which the Agreement has been executed by both parties, and, to the extent not granted prior to execution, all required Commission approvals have been granted.

“Electric Service Regulations” means Company’s currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

“Electric Service Requirements” means Company’s currently effective and applicable electric service requirements, as of the Effective Date, specified at

<https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html>. The Electric Service Requirements may be reasonably amended from time to time by Company.

“Electric Service Schedules and Regulations” means Company’s currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at <https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html>. The Electric Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

“Energy” means electric energy expressed in kWh.

“Enrolled Meters” means the Retail Points of Delivery to which Renewable Supply is to be delivered by Company under this Agreement, as specified by Customer in the Delivery Schedule then in effect.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Estimated Output” means an amount in kWh representing the total projected Energy to be produced by all Customer Renewable Resources during the next True-Up Period which, unless Company has or Customer provides information demonstrating otherwise, shall be based on the energy projections, including effects of any degradation factor, for Customer Renewable Resources as specified in Facility Contracts, or otherwise as agreed to by the Parties.

“Excess Renewable Energy” means an amount representing Renewable Supply in kWh not utilized by Customer over the course of a True-Up Period, as determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) – (b), but not less than zero, where:

- (a) = Actual Output; and
- (b) = Consumed Energy.

“Excess Renewable Supply Adjustment” means a dollar amount to be recovered from Customer in the upcoming True-Up Period for Excess Renewable Supply in the prior True-Up Period, determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) x ((b) - (c)), but not less than zero, where:

- (a) = Excess Renewable Energy (kWh);
- (b) = Total Cost of Renewable Supply (\$/kWh); and
- (c) = Schedule 37 Avoided Cost (\$/kWh), adjusted for losses to the extent a loss adjustment is deemed appropriate by the Commission.

“Facility” means all power generating equipment and all associated devices, appurtenances and equipment owned, controlled, operated or managed by the Facility Owner in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of Renewable Supply from a Customer Renewable Resource.

“Facility Contract” means an agreement entered into by Company to acquire Renewable Supply from a Facility for a Customer Renewable Resource.

“Facility Owner” means the developer, owner and operator of a Facility, and all employees, officers, members and agents of any of the same.

“Firm Power and Energy” means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load.

“Force Majeure” has the meaning set forth in Article XI.

"Green Tags" means (a) all Environmental Attributes associated with a Customer Renewable Resource, together with (b) all Green Tag Reporting Rights associated with such Energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as RECs, "Green-e Certified," or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility.

“Green Tag Price Component” means the value of any Green Tags as set forth in a Facility Contract, which shall be reflected in a Renewable Resource Appendix and shall the Customer’s damages associated with Green Tags if the Facility Owner fails to deliver any Green Tags to Company under the relevant Facility Contract.

“Green Tag Reporting Rights” means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer’s discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over Company, including the Federal Trade Commission’s “Green Guides” (*See*, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer’s exclusive Green Tag Reporting Rights.

“Guaranty” means a guaranty in a form substantially similar to the attached Exhibit B, or otherwise acceptable to Company.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Letter of Credit” means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to Company, naming Company as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

“Losses” means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt hour.

“Net Renewable Supply Charge” means an amount in \$/kWh representing the incremental cost to Company of Customer Renewable Resources, calculated for each Customer Renewable Resource and specified in a Renewable Resource Appendix in accordance with the following formula:

(a) – (b), where:

- (a) = Cost of Renewable Supply (\$/kWh); and
- (b) = Resource Avoided Cost (\$/kWh);

Provided that the Net Renewable Supply Charge may not be less than zero (0), unless otherwise approved by the Commission.

“New Resource True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for the True-Up Period associated with the addition of each new Customer Renewable Resource, determined by Company as of each New Resource True-Up Date and calculated in accordance with the following formula:

$((a) - (b)) + (c)$, where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh); and
- (c) = True-Up Balance (\$), if any.

For the avoidance of doubt, a New Resource True-Up will not include an Excess Renewable Supply Adjustment.

“New Resource True-Up Date” means a date at the end of a Billing Period as close as practicable to the date on which Renewable Supply from a new Customer Renewable Resource is first expected to be available for sale to Company and delivery to Customer.

“Normal Tariff Rate” means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer’s Enrolled Meters, but not the EBA Surcharge or the Other Schedule 80 Surcharges.

“Other Schedule 80 Surcharges” means the surcharges or surcredits summarized in Company’s Utah electric service schedule 80, or a successor schedule as approved by the Commission and in effect from time to time, other than the EBA Surcharge.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

“Power” means electric power expressed in kilowatts.

“Power Factor” means the percentage determined by dividing Customer’s average kilowatt-hours (real power) by Customer’s average kilovolt-ampere hours (apparent power) in any given month.

“Power Quality Standards” means Company’s currently effective and applicable power quality standards contained in the Company’s Engineering Handbook as specified at <https://www.rockymountainpower.net/con/pqs.html>. The Power Quality Standards may be amended from time to time by Company.

“Proceeds” has the meaning set forth in Exhibit F.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least \$10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least “A” from S&P and “A2” from Moody’s.

“Qualified Entity” means an entity with a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baal or greater from Moody’s; provided that if (a) or (b) is not available, an equivalent rating as determined by Company through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

“Records” has the meaning set forth in Article XIII.

“Renewable Energy Certificate” or “REC” means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

“Renewable Percentage” means a percentage representing the amount of Consumed Energy provided by Customer Renewable Resources to all Enrolled Meters for each True-Up Period, determined by Company with each Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = Actual Output (kWh); and
(b) = Consumed Energy (kWh).

Provided, that the Renewable Percentage for the first True-Up Period beginning when Renewable Supply from any Customer Renewable Resource is sold to Company for delivery to Customer hereunder shall be specified in the Renewable Resource Appendix for such Customer Renewable Resource.

“Renewable Resource Appendix” means an agreement between Company and Customer to be attached as an Appendix hereto to specify the terms and conditions applicable to acquiring a Customer Renewable Resource on behalf of the Customer, substantially in the form of Exhibit D.

“Renewable Supply” means all Energy and Green Tags produced or created by each Customer Renewable Resource pursuant to each Facility Contract.

“Renewable Supply Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$((a^{n1}) \times (b^{n1})) + ((a^{n2}) \times (b^{n2})) + ((a^{n3}) \times (b^{n3})) \dots = \text{“Total Estimated Cost”}$
(Total Estimated Cost) \div (c), where:

(a^{n+x}) = Net Renewable Supply Charge (\$/kWh) for each successive Customer Renewable Resource
 (b^{n+x}) = Estimated Output (kWh) for each successive Customer Renewable Resource; and
(c) = Customer Load Estimate (kWh).

“Representatives” has the meaning set forth at Section 15.3.

“Resource Avoided Cost” means an amount in \$/kWh based on the Company’s Utah Electric Service Schedule 38 applicable as of the date of determination equivalent to the levelized avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such Schedule 38) with a size, location and fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Retail Point of Delivery” means a point at which Firm Power and Energy is delivered by Company to Customer. Customer’s Retail Points of Delivery may be changed from time to time with the consent of both Parties.

“S&P” means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

“Schedule 34 means Company’s Utah electric service schedule 34, or a successor schedule, as approved by the Commission and in effect from time to time.

“Schedule 37 Avoided Cost” means an amount in \$/kWh based on the Company’s Utah electric service schedule 37, applicable as of the date of determination, equivalent to the avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such schedule 37) with a fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Term” of this Agreement has the meaning set forth in Section 2.1.

“Total Cost of Renewable Supply” means a dollar amount representing the output-weighted average Cost of Renewable Supply for all Customer Renewable Resources over any relevant period.

“Transfer Value” has the meaning set forth in Exhibit F.

“True-Up Balance” means a dollar amount to be worked off during subsequent True-Up Periods to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$(a) - ((b) \times (c))$, where

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as relevant, for the most recent True-Up Period;
- (b) = True-Up Rate (\$/kWh); and
- (c) = Consumed Energy (kWh).

“True-Up Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to work off the Annual True-Up or New Resource True-Up, as applicable, for prior True-Up Periods, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as applicable; and
- (b) = Customer Load Estimate (kWh).

“True-Up Date” means every April 1 during the Term.

“True-Up Period” means a period of up to 12 consecutive Billing Periods beginning on the day that Renewable Supply is first sold to Company for delivery to Customer hereunder for the first True-Up Period, and on the day after the end of the most recent True-Up Period thereafter, and ending on the True-Up Date or the New Resource True-Up Date, as applicable.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as “hereof”, “herein”, “hereunder” and other similar compounds of the word “here” mean and refer to the entire Agreement rather than any particular part of the same. The words “includes” and “including” shall be deemed to mean “including, without limitation” or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity’s successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for so long as the Company has a financial obligation arising from a Customer Renewable Resource acquired for Customer under this Agreement pursuant to a Facility Contract (“Term”). Provided, however, that the Parties may extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party's obligation to perform under this Agreement.

ARTICLE III SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix. Customer shall execute a Renewable Resource Appendix in connection with the Company's execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire Renewable Supply from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Facility Contract, and shall sell and deliver the same to Customer as specified herein and in the then-current Delivery Schedule to the Enrolled Meters.

Section 3.3 Commencement of Deliveries. The Company shall make initial deliveries of Renewable Supply to Customer as soon as Company begins receiving Renewable Supply from a Customer Renewable Resource under a Facility Contract.

Section 3.4 Enrolled Meter List. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource is expected to be available for sale to Company for delivery to Customer hereunder, Customer shall provide Company with a list of all of the Enrolled Meters that will receive Renewable Supply ("Enrolled Meter List") in a form generally consistent with Exhibit C. Thereafter, Customer may amend the Enrolled Meter List in the 30 days up to and including each True-Up Date by delivering to Company a revised Enrolled Meter List, and such revised Enrolled Meter List will be used to calculate the Excess Renewable Supply Adjustment for the True-Up Period ending on that True-Up Date.

Section 3.5 No Resale of Power. Customer shall not resell any Power and Energy delivered under this Agreement to any other Person; provided that use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall not constitute a resale of power hereunder. Aggregation of multiple metered delivery locations by Customer shall not be considered the resale of energy under this Agreement.

ARTICLE IV
PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company. Customer may also identify a Customer Renewable Resource to supply renewable energy to the Customer, but the identified Customer Renewable Resource must contract directly with the Company prior to becoming a Customer Renewable Resource as defined by this Agreement. The Customer Renewable Resource must meet all of the requirements for renewable resources in accordance with Utah Code § 54-17-601 and Schedule 34.

Section 4.2 Terms of Procurement. As needed from time to time when a Customer Renewable Resource is sought, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

- (a) the type(s) of resource being sought (*e.g.*, solar, wind, geothermal, etc.);
- (b) the desired size in MW or MWh;
- (c) if the desire is for one or multiple resources;
- (d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;
- (e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;
- (f) acceptable location(s) for the resource;
- (g) the desired online date; and
- (h) whether the Company is asked to issue and administer a request for proposal.

Section 4.3 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

(i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;

(ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and

(iii) within one hundred and eighty (180) days (unless delayed by the Commission or the Facility Owner other than the Company, in which case the time for performance shall be extended on a day-for-day basis), enter into and complete negotiations to

procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, or at Customer's direction, the Facility Owner, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of the Customer Renewable Resource. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

- (d) Each Facility Contract entered into by Company shall:
- (i) Indicate that Renewable Supply purchased by Company thereunder is intended to be utilized by Customer to the extent of the Customer Renewable Resource;
 - (ii) State that Customer is an intended beneficiary of such Facility Contract;
 - (iii) Include liquidated damages for failure to deliver Renewable Supply that includes a Green Tags Price Component;
 - (iv) Require the Facility Owner to grant Green Tag Reporting Rights to Company that are comparable to or greater than those granted to Customer in this Agreement; and
 - (v) Require Facility Owner to comply with all requirements and execute all documents and instruments reasonably requested by Customer in order to document and effect the transfer of Green Tags to or on behalf of Customer through WREGIS.

(e) Material Terms and Conditions of Facility Contract. Prior to entering into any proposed Facility Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Facility Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Facility Contract with any Facility Owner if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Facility Contract is, to the Company's reasonable satisfaction, acceptable, then Company shall enter into a definitive Facility Contract with the Facility Owner. If the Company has identified unacceptable terms or other concerns that Company has determined

are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Facility Contract after the mitigation proposed by Customer is agreed to in writing by the Parties.

Section 4.4 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Facility Owner of a Customer Renewable Resource, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.5 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Facility Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Facility Owner of a Customer Renewable Resource in excess of Company's quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.6 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under the Facility Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract ("Cost of Renewable Supply"). The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.7 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Company shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Customer, or at Customer's direction, the Facility Owner, shall pay all costs incurred by Company in transferring the Renewable Energy Certificate(s) to Customer and/or retiring them on Customer's behalf.

ARTICLE V SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. Beginning with the Billing Period in which Renewable Supply from any Customer Renewable Resource is first sold to Company for delivery to Customer hereunder, the charges for all Power, Energy and Renewable Supply delivered to each of Customer's Enrolled Meters and all Green Tags acquired on behalf of Customer under this Agreement shall be made up of the following components, as applicable:

- (a) Normal Tariff Rates – applied to all kW and kWh delivered by Company to each Enrolled Meter;
- (b) Renewable Supply Rate – applied to all kWh delivered by Company to each Enrolled Meter;
- (c) True-Up Rate – applied to all kWh delivered after the first True-Up Date to each Enrolled Meter;
- (d) Administrative Fees of \$500- single charge applied to one customer invoice each month;
- (e) Applicable EBA Surcharge – applied to all kW and kWh charges at each Enrolled Meter;
- (f) Unbundled REC Charges, if any – single charge applied to one customer invoice each month;
- (g) Other Schedule 80 Surcharges – applied to each Enrolled Meter; and
- (h) Other charges, fees, exemptions and credits associated with Firm Power and Energy and Renewable Supply delivered by Company to Customer to each Enrolled Meter hereunder, as determined by the Commission from time to time, including possible future carbon taxes, charges or exemptions.

Section 5.2 Final True-Up. At the of the term of the last active Customer Renewable Resource, Company will calculate a final Annual True-Up and apply that amount proportionally to each Enrolled Meter based on the total usage over the final True-Up Period at each Enrolled Meter, which amount shall be billed in twelve equal installments in Billing Periods following the final Annual True-Up.

Section 5.3 REC Procurement. The Customer may direct the Company to acquire unbundled RECs on behalf of the Customer by providing written notice to the Company. If so directed, Company will acquire Renewable Energy Certificates on a least-cost basis. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Any cost associated with the acquisition of the Renewable Energy Certificates will be direct assigned to the Customer.

ARTICLE VI BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be calculated using the applicable components outlined in Section 5.1 for the previous Billing Period.

Section 6.2 Billing Statements. Company will present Customer with an aggregated bill that contains all applicable rates, charges, taxes and fees under this Agreement, and Customer shall make a single monthly payment to Company. All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy delivered and all the associated charges. Each bill shall be transmitted to Customer both electronically and by U.S. Mail.

Section 6.3 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall give prompt notice to Company of and the basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.4 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.5 Credit Requirements. Unless Customer is a Qualified Entity, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined by Company, to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource, including but not limited to its obligations under Section 10.3. A guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

Section 6.6 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset, a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within ten business days after a written demand is made by Company.

ARTICLE VII
[Reserved]

ARTICLE VIII
OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X
TERMINATION

Section 10.1 Termination. This Agreement may be terminated by Customer on sixty (60) days' written notice to Company, or as otherwise permitted under this Article, subject to payment of an Early Termination Payment pursuant to Section 10.3. If this Agreement is terminated for any reason in this Article, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90)

days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

Section 10.3 Early Termination. If, after the satisfaction of the condition precedent in Section 2.2, this Agreement is terminated or caused to be terminated for any reason other than the fault of Company before the end of the Term, then Customer shall pay to Company the Early Termination Payment as determined by the methodology set forth in Exhibit F. Customer shall pay Company the Early Termination Payment in full within thirty (30) days after Customer receives notice from Company of the amount of the Early Termination Payment. In the event the Early Termination Payment is due from Company to Customer, then Company shall pay the Early Termination Payment over the remaining life of the obligation to the Customer Renewable Resource as those revenues are realized by Company.

ARTICLE XI FORCE MAJEURE

Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a "Force Majeure"). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company's or third-party's facilities (not including a Customer Renewable Resource). Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company's obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled "Continuity of Service."

ARTICLE XII LIABILITY

Subject to the limitations of liability contained herein and in Company's Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under contracts entered into with Facility Owners ("Records"). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company's business as reasonably possible. At Customer's request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any contracts entered into with Facility Owners. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company's consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor's qualification as a customer under Company's policies and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV INFORMATION

Section 15.1 Furnishing Information. Upon Company's request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Confidentiality.

(a) Subject to Section 20.3, except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.4 Publicity.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of

the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not to claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

(d) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. Neither Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Administrative Remedies. Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each

Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Section 16.3 Waiver of Jury Trial. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

ARTICLE XVII DEFAULT; REMEDIES; WAIVER

Subject to the provisions of Article XVI, either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement or Company's electric utility service shall be as specified by applicable Utah laws or regulations. Under no circumstances shall either party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement or the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

ARTICLE XVIII COMMUNICATIONS AND NOTICE

Any notice require or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

To Company: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Director, Valuation & Commercial Business
Telefacsimile (503) 813-6260

with a copy to: PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232- 2315
Attn: Contract Administration
Telefacsimile (503) 813-6291
Email: entadmin@pacificorp.com

with copies to: PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761

and termination notices to Company: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: President

and to: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: General Counsel

If to Customer: Summit County
County Courthouse
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
Attn: County Manager

With a copy to: Summit County Health Department
650 Round Valley Dr.
Suite 100
Park City, Utah 84060
Attn: Sustainability Coordinator

With a copy to:

County Courthouse
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017
Attn: County Attorney

ARTICLE XIX
REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX
MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Jurisdiction of Regulatory Authorities. Company's currently applicable and effective Electric Service Regulations are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Regulations and agrees to abide by them and all applicable amendments and changes thereto as approved by the Commission.

Section 20.3 Customer as a Governmental Entity of the State of Utah. Company acknowledges that Customer is a political subdivision and a governmental entity of the State of Utah covered by the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"), nothing in this Agreement shall be construed as a waiver by Customer of any protections, rights, remedies, or defenses applicable to Customer under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, or other applicable law. It is not the intent of Customer to incur by contract any liability for the operations,

acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Customer in this Agreement to defend, indemnify, and hold harmless are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Customer. If Customer carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law, nothing in this Agreement shall require Customer to carry different or additional insurance, any obligations of Customer contained in this Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the Customer's negligent acts or omissions, and no rights of subrogation are waived by Customer. Company acknowledges that: a governmental entity is subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within the possession or control of a governmental entity may be subject to public disclosure; and that confidentiality obligations of a governmental entity in this Agreement shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a governmental entity that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA. Amounts paid or received by a governmental entity are generally not protected from disclosure under GRAMA. Notwithstanding any provision in this Agreement, Customer may disclose any information or records (including any Confidential Information) to the extent required by GRAMA or as otherwise required by law, provided Customer takes reasonable steps to give Company sufficient prior notice to contest such disclosure. In the event of any conflict between the provisions of this Section and any other section of this Agreement, the provisions of this Section shall prevail.

Section 20.4 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Enrolled Meters shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.5 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.6 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.7 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.9 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

Section 20.10 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first set forth above.


CUSTOMER:

COMPANY:

SUMMIT COUNTY, UTAH

ROCKY MOUNTAIN POWER

By: 

By: 

Name: Thomas C. Fisher 11/21/19

Name: Gary Hoogeveen

Title: County Manager

Title: ~~President~~

Approved as to form:



David L. Thomas
Chief Civil Deputy

EXHIBIT A

FORM OF DELIVERY SCHEDULE

Enrolled Meter Number/Description	

EXHIBIT B

FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION

THIS GUARANTY (this "Guaranty"), dated as of _____, 20__, is issued and delivered by _____, a _____ (the "Guarantor") for the benefit of PacifiCorp, an Oregon corporation (the "Beneficiary"), with reference to the following:

WHEREAS, the Beneficiary and _____, a _____ (the "Obligor") entered into that certain Renewable Energy Service Contract, dated as of _____, 20__ (the "Agreement"); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due all of the obligations of Obligor under the Agreement (the "Guaranteed Obligations").

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term hereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in whole or in part or Beneficiary's rights hereunder to anyone at any time. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

6. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

7. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

8. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

9. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

10. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

11. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

12. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

15. Other than an assignment to or enforcement by Customer (as defined in the Agreement) of this Guaranty, Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

16. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below, or such other address as the Guarantor or the Beneficiary shall from time to time specify:

If to the Guarantor, at:

With a copy to:

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With copies to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

EXHIBIT C

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit ("Letter of Credit") for the account of _____ (the "Applicant") for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the "Initial Expiration Date"). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) ("ISP98") with regard to all matters not provided for herein, and, to

the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount:

[insert number of dollars in writing] United States Dollars

(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]* dated *[effective date]*

[Beneficiary]

By: _____

Name: _____

Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to the draw the funds requested.

Or

Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF RENEWABLE RESOURCE APPENDIX

This Renewable Resource Appendix confirms the terms of the agreement made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and Summit County, a political subdivision of the State of Utah (“Customer”) as of the effective date referenced below concerning the acquisition of the Customer Renewable Resource pursuant to a Facility Contract as referenced below.

This Renewable Resource Appendix supplements, forms a part of, and is subject to, the terms of the Renewable Energy Service Contract, dated as of _____, 2019, between Company and Customer (as modified from time to time, the “Renewable Energy Service Contract” or “RESC”). This Renewable Resource Appendix shall constitute a “Renewable Resource Appendix” within the meaning of the Renewable Energy Service Contract. In the event of any inconsistency between a provision of the Renewable Energy Service Contract and a provision of this Renewable Resource Appendix, the provision of this Renewable Resource Appendix shall control for purposes of acquiring the Customer Renewable Resource referenced below. Capitalized terms used in this Renewable Resource Appendix and not otherwise defined will have the respective meanings assigned in the Renewable Energy Service Contract. The terms of this Renewable Resource Appendix are as follows:

Facility Contract:	[Name of Facility Contract -PPA]
Effective date of Facility Contract:	[DATE]
Seller/Facility Owner:	[TBD]
Buyer:	Company
Resource Type:	[Wind, Solar, Geothermal, etc.]
Facility Name:	[TBD] (“Facility”)
Facility Size:	[●] MW AC
Customer’s Share of kWh and Green Tags:	[●] % [Estimated [____] MWh during first 12 months]
Product:	Renewable Energy and Green Tags
Expected COD:	[SCOD DATE]
Latest COD	[GCOD DATE]
Termination Date	[DATE]
Options	[Describe]
Price after COD:	\$(●) per MWh
Test Energy Price:	\$(●) per MWh

Point of Delivery:	[TBD]
Estimated Annual Production:	See Attachment 1
Scheduling and Curtailment Provisions:	[TBD]
Net Renewable Supply Charge:	[\$●] per MWh
System Facilities Capital Charge:	[\$●] per MWh
Timing and Performance Guarantees Provided by Seller and Associated Damages:	[TBD]
Credit Support:	[TBD]
Facility Contract Rights, Notices, Events of Default, Remedies, Termination	<p>[TBD]</p> <p>[Edit/Adapt depending upon circumstances]</p> <ol style="list-style-type: none"> 1. The Company shall use commercially reasonable efforts to enforce the terms of the Facility Contract for the benefit of Customer in a manner consistent with the Company's enforcement of the terms of other contracts between Company and other renewable energy providers. 2. Company shall use commercially reasonable efforts to collect or draw upon security for any damages owed by Facility Owner, including the Green Tags Price Component for any of Customer's share of Green Tags that are not delivered to Company by Facility, and shall pay 100% of the collected amount to Customer within 30 days of receipt, net of any internal and external costs, if any, reasonably incurred by Company. 3. As soon as practicable, but in any event within seven (7) days of receipt, Company shall provide Customer with copies of any notice or information received by it or delivered to it under the Facility Contract regarding any of the following:; final completion (Section ____); damages (Sections ____); non-compensable curtailment (Section ____); Green Tags (Section ____); compensable curtailment (Section ____); litigation (Section ____); security and credit support (Sections ____); invoices

	<p>(Section ____); disputes (Section ____); transfer, assignment or change of control (Sections __), default (Section ____), termination (Sections __); force majeure (Section ____); and [others].</p> <p>4. As soon as practicable, but in any event within seven (7) days of its receipt of a request from Customer, Company shall (a) deliver to Customer any reports, records or other information received from Seller under the Facility Contract, or (b) request from Seller and deliver to Customer any documents or information that Company has a right to receive or request under the Facility Contract. Seller shall compensate Company for any incremental costs incurred by Company under the Facility Contract as a result of such requests by all Customers, prorated among requesting Customers.</p> <p>5. So long as the RESC remains in effect, without the advance written consent of Customer Company shall not do any of the following with respect to the Facility, the Facility Contract or the Facility Owner: consent to any transfer or assignment of the Facility Contract or the membership interests in Facility Owner, enter into a lender's consent or estoppel certificate, extend the Guaranteed Commercial Operation Date, terminate the Facility Contract, consent to any amendment or material modification to the Facility Contract, release any security, or agree to a material modification of the equipment comprising the Facility as of the Effective Date</p> <p>6. Customer may, in its sole discretion, elect to cure any payment default by Company under the Facility Contract. So that Customer may exercise this right, Company shall give written notice to Customer as soon as practicable after Company receives notice of such a default, but in no case later than the end of the cure period applicable to such default.</p> <p>7. [Others, to be Negotiated]</p>
Green Tags:	<p>Company's monthly statement to Customer under the RESC will include the number of Green Tags generated during the Billing Period, including Green Tags associated with Test Energy prior to the Commercial Operation Date. Within ninety (90) days after Customer has paid Company's monthly statement relating to such Billing Period, or within the thirty (30) days following any Green Tags being made available in the WREGIS system, whichever is later, Company shall transfer to Customer WREGIS Certificates for all Green Tags associated with Customer's share of Green Tags from the Facility relating to such Billing Period. Company shall transfer all such Green Tags to Customer's WREGIS account in accordance with instructions from Customer and applicable WREGIS rules and requirements, as the same may be amended from time to time. Upon written request by Customer, Company shall retain the Green Tags in the Company's WREGIS account and retire them on Customer's behalf. Customer shall pay all costs incurred by Company in transferring Green Tags to Customer and/or retiring them on Customer's behalf.</p>
Green Tag Price Component:	\$_____ per Green Tag (as stated in the Facility Contract).

Early Termination Payment	If the Customer no longer requires the supply provided by this Customer Renewable Resource, Customer may elect to terminate this Renewable Resource Appendix, subject to payment of the associated Contract Value, less any applicable Proceeds and Transfer Value, as those terms are defined in Exhibit [X] to the Renewable Energy Service Contract.
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IN WITNESS WHEREOF, the parties have executed this Renewable Resource Appendix on the respective dates specified below with effect as of the date set forth above.

ROCKY MOUNTAIN POWER

SUMMIT COUNTY, UTAH

By: _____
Name:
Title:
Date:

By: _____
Name: Thomas C. Fisher
Title: County Manager
Date:

Attachment 1
TO RENEWABLE RESOURCE APPENDIX

Estimated Annual Production and Cost of Renewable Supply

Year	Estimated Annual Production (MWh)	Cost of Renewable Supply (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

EXHIBIT E

BILLING EXAMPLES

(See attached Excel file "RESC EXHIBIT E - Billing Example 11.15.19.xlsx")

EXHIBIT F

CALCULATION OF EARLY TERMINATION PAYMENT

The Early Termination Payment payable to one Party (the "Payee") by the other Party (the "Payer") shall be equal to the sum of the Contract Values less any Proceeds and Transfer Values, each as determined at the time of termination, for every Customer Renewable Resource then in effect ("Early Termination Payment"). If the resulting amount is a positive number, Customer shall pay the amount to Company. If the resulting amount is a negative number, Company shall pay the absolute value of the amount to Customer. For the avoidance of doubt, the Parties intend that the Early Termination Payment should make the Company whole in the event of early termination.

The Company will calculate in good faith the Early Termination Payment in a commercially reasonable manner and will provide to Customer a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying any Early Termination Payment payable and (3) giving details of the relevant account to which any amount payable to it is to be paid.

"Contract Value" means the following, as applicable: (1) If the Company elects not to terminate the Facility Contract or if the Facility Contract does not allow the Company to terminate it if this Agreement upon an early termination by the Customer, then the present values of the product, for each year (or portion thereof) in the then remaining term (determined without reference to the early termination), of (A) the quantity of Renewable Energy and Green Tags expected to be produced during such year (or portion thereof) from the Customer Renewable Resource times (B) the Total Cost of Renewable Supply for such energy and Green Tags for such year; or (2) If the Facility Contract gives the Company the right to terminate it upon an early termination of this Agreement by Customer and the Company elects to exercise that right, then the Customer's share of the early termination payment that Company must pay to the Seller pursuant to the Facility Contract; or (3) If the Company is the Facility Owner, then the amount paid by Company to acquire ownership of a renewable energy facility that was the subject of a Renewable Energy Procurement. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

"Proceeds" means payments and other benefits received by or credited to Company, including as a result of damages payments and insurance payments, in connection with the early termination of any power purchase agreement with the Facility Owner.

"Transfer Value" means: the Market Value of the Renewable Energy and Green Tags procured by Company under the power purchase agreement.

"Market Value" means the present values of the product, for each year (or portion thereof) in the then remaining term of the Facility Contract (determined without reference to the early termination of the Renewable Energy Service Contract), of (A) the quantity of Renewable Energy and Green Tags expected to be produced by the Customer Renewable Resource during such year (or portion thereof) times (B) the price at which Company, by its commercially reasonable efforts, is able to resell such Renewable Energy and Green Tags for such year. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the

United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

between

ROCKY MOUNTAIN POWER

and

UTAH VALLEY UNIVERSITY

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

This RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34) (this “Agreement”), effective this 22nd day of November, 2019, is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), and Utah Valley University, a Utah Institution of Higher Education (Customer”), each sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company’s service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy in accordance with the provisions of Utah Code § 54-17-806 and Schedule 34.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Customer and Company hereby agree to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Actual Output” means the actual amount of Energy in kWh produced by all Customer Renewable Resources and delivered to Customer during any relevant measurement period.

"Adequate Assurances of Performance" has the meaning set forth in Section 6.5.

“Affiliate” means an entity that is controlled by, under common control with, or has the ability to exercise control over, a Party.

“Agreement” means this Renewable Energy Service Contract and any renewals hereof and any appendix, exhibit or amendment hereto.

“Annual True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for a True-Up Period, as determined by Company within thirty (30) days of each True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c) + (d), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh);
- (c) = True-Up Balance (\$); and
- (d) = Excess Renewable Supply Adjustment (\$), if any.

“Applicable Electric Service Schedule” with respect to each Enrolled Meter means the Company’s Utah electric service schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Enrolled Meter.

“Applicable EBA Surcharge” means a dollar amount determined by Company for all Enrolled Meters and applied to each Enrolled Meter each Billing Period and calculated in accordance with the following formula:

(a) x (b) x (c), where:

- (a) = Power Charge (\$) and Energy Charge (\$) of, and as defined by, the Applicable Electric Service Schedule;
- (b) = The EBA Surcharge (%); and
- (c) = One-hundred percent (100%) - Renewable Percentage (%).

“Billing Period” means the period of approximately thirty (30) days intervening between regular successive meter readings.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

“Commission” means the Public Service Commission of Utah.

“Company” has the meaning set forth in the Preamble.

“Confidential Information” means, subject to 20.3, any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives

other than materially as a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

“Consumed Energy” means the total amount of Energy in kWh actually consumed by Customer at all Enrolled Meters during any relevant period.

“Contract Value” has the meaning set forth in Exhibit F.

“Cost of Renewable Supply” has the meaning set forth in Section 4.6.

“Customer” has the meaning set forth in the Preamble.

“Customer Load Estimate” means a kWh amount representing a reasonable estimate of projected Consumed Energy to be used at all Enrolled Meters during the next True-Up Period which, shall be based on the Consumed Energy at all Enrolled Meters during the most recent True-Up Period, plus reasonably projected usage for the next True-Up Period at any Retail Points of Delivery added as new Enrolled Meters, minus actual usage at any Retail Points of Delivery removed from Enrolled Meters, or otherwise as agreed to by the Parties.

“Customer Renewable Resource” means all or the percentage as specified in a Renewable Resource Appendix of the Energy and Green Tags produced or created by one or more renewable resource Facilities identified by or on behalf of the Customer to provide electric power and energy for use by Customer consistent with Utah Code § 54-17-806 and Schedule 34. A Customer Renewable Resource may be Company- or Customer-owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer.

“Delivery Schedule” is a schedule provided by Customer pursuant to Section 3.4 specifying the Enrolled Meters, which shall be substantially in the same form as Exhibit A.

“Early Termination Payment” has the meaning set forth in Exhibit F.

“EBA Surcharge” means the Energy Balancing Account surcharge or surcredit percentage as specified in the Company’s Utah electric service schedule 94 or a successor schedule.

“Effective Date” means the date on which the Agreement has been executed by both parties, and, to the extent not granted prior to execution, all required Commission approvals have been granted.

“Electric Service Regulations” means Company’s currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

“Electric Service Requirements” means Company’s currently effective and applicable electric service requirements, as of the Effective Date, specified at

<https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html>. The Electric Service Requirements may be reasonably amended from time to time by Company.

“Electric Service Schedules and Regulations” means Company’s currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at <https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html>. The Electric Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

“Energy” means electric energy expressed in kWh.

“Enrolled Meters” means the Retail Points of Delivery to which Renewable Supply is to be delivered by Company under this Agreement, as specified by Customer in the Delivery Schedule then in effect.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Estimated Output” means an amount in kWh representing the total projected Energy to be produced by all Customer Renewable Resources during the next True-Up Period which, unless Company has or Customer provides information demonstrating otherwise, shall be based on the energy projections, including effects of any degradation factor, for Customer Renewable Resources as specified in Facility Contracts, or otherwise as agreed to by the Parties.

“Excess Renewable Energy” means an amount representing Renewable Supply in kWh not utilized by Customer over the course of a True-Up Period, as determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) – (b), but not less than zero, where:

- (a) = Actual Output; and
- (b) = Consumed Energy.

“Excess Renewable Supply Adjustment” means a dollar amount to be recovered from Customer in the upcoming True-Up Period for Excess Renewable Supply in the prior True-Up Period, determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) x ((b) - (c)), but not less than zero, where:

- (a) = Excess Renewable Energy (kWh);
- (b) = Total Cost of Renewable Supply (\$/kWh); and
- (c) = Schedule 37 Avoided Cost (\$/kWh), adjusted for losses to the extent a loss adjustment is deemed appropriate by the Commission.

“Facility” means all power generating equipment and all associated devices, appurtenances and equipment owned, controlled, operated or managed by the Facility Owner in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of Renewable Supply from a Customer Renewable Resource.

“Facility Contract” means an agreement entered into by Company to acquire Renewable Supply from a Facility for a Customer Renewable Resource.

“Facility Owner” means the developer, owner and operator of a Facility, and all employees, officers, members and agents of any of the same.

“Firm Power and Energy” means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load.

“Force Majeure” has the meaning set forth in Article XI.

"Green Tags" means (a) all Environmental Attributes associated with a Customer Renewable Resource, together with (b) all Green Tag Reporting Rights associated with such Energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as RECs, "Green-e Certified," or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility.

“Green Tag Price Component” means the value of any Green Tags as set forth in a Facility Contract, which shall be reflected in a Renewable Resource Appendix and shall the Customer’s damages associated with Green Tags if the Facility Owner fails to deliver any Green Tags to Company under the relevant Facility Contract.

“Green Tag Reporting Rights” means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer’s discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over Company, including the Federal Trade Commission’s “Green Guides” (*See*, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer’s exclusive Green Tag Reporting Rights.

“Guaranty” means a guaranty in a form substantially similar to the attached Exhibit B, or otherwise acceptable to Company.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Letter of Credit” means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to Company, naming Company as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

“Losses” means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt hour.

“Net Renewable Supply Charge” means an amount in \$/kWh representing the incremental cost to Company of Customer Renewable Resources, calculated for each Customer Renewable Resource and specified in a Renewable Resource Appendix in accordance with the following formula:

(a) – (b), where:

- (a) = Cost of Renewable Supply (\$/kWh); and
- (b) = Resource Avoided Cost (\$/kWh);

Provided that the Net Renewable Supply Charge may not be less than zero (0), unless otherwise approved by the Commission.

“New Resource True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for the True-Up Period associated with the addition of each new Customer Renewable Resource, determined by Company as of each New Resource True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh); and
- (c) = True-Up Balance (\$), if any.

For the avoidance of doubt, a New Resource True-Up will not include an Excess Renewable Supply Adjustment.

“New Resource True-Up Date” means a date at the end of a Billing Period as close as practicable to the date on which Renewable Supply from a new Customer Renewable Resource is first expected to be available for sale to Company and delivery to Customer.

“Normal Tariff Rate” means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer’s Enrolled Meters, but not the EBA Surcharge or the Other Schedule 80 Surcharges.

“Other Schedule 80 Surcharges” means the surcharges or surcredits summarized in Company’s Utah electric service schedule 80, or a successor schedule as approved by the Commission and in effect from time to time, other than the EBA Surcharge.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

“Power” means electric power expressed in kilowatts.

“Power Factor” means the percentage determined by dividing Customer’s average kilowatt-hours (real power) by Customer’s average kilovolt-ampere hours (apparent power) in any given month.

“Power Quality Standards” means Company’s currently effective and applicable power quality standards contained in the Company’s Engineering Handbook as specified at <https://www.rockymountainpower.net/con/pqs.html>. The Power Quality Standards may be amended from time to time by Company.

“Proceeds” has the meaning set forth in Exhibit F.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least \$10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least “A” from S&P and “A2” from Moody's.

“Qualified Entity” means an entity with a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baa1 or greater from Moody's; provided that if (a) or (b) is not available, an equivalent rating as determined by Company through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

“Records” has the meaning set forth in Article XIII.

“Renewable Energy Certificate” or “REC” means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

“Renewable Percentage” means a percentage representing the amount of Consumed Energy provided by Customer Renewable Resources to all Enrolled Meters for each True-Up Period, determined by Company with each Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = Actual Output (kWh); and

(b) = Consumed Energy (kWh).

Provided, that the Renewable Percentage for the first True-Up Period beginning when Renewable Supply from any Customer Renewable Resource is sold to Company for delivery to Customer hereunder shall be specified in the Renewable Resource Appendix for such Customer Renewable Resource.

“Renewable Resource Appendix” means an agreement between Company and Customer to be attached as an Appendix hereto to specify the terms and conditions applicable to acquiring a Customer Renewable Resource on behalf of the Customer, substantially in the form of Exhibit D.

“Renewable Supply” means all Energy and Green Tags produced or created by each Customer Renewable Resource pursuant to each Facility Contract.

“Renewable Supply Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$((a^{n1}) \times (b^{n1})) + ((a^{n2}) \times (b^{n2})) + ((a^{n3}) \times (b^{n3})) \dots = \text{“Total Estimated Cost”}$
(Total Estimated Cost) \div (c), where:

(a^{n+x}) = Net Renewable Supply Charge (\$/kWh) for each successive Customer Renewable Resource

(b^{n+x}) = Estimated Output (kWh) for each successive Customer Renewable Resource; and

(c) = Customer Load Estimate (kWh).

“Representatives” has the meaning set forth at Section 15.3.

“Resource Avoided Cost” means an amount in \$/kWh based on the Company’s Utah Electric Service Schedule 38 applicable as of the date of determination equivalent to the levelized avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such Schedule 38) with a size, location and fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Retail Point of Delivery” means a point at which Firm Power and Energy is delivered by Company to Customer. Customer’s Retail Points of Delivery may be changed from time to time with the consent of both Parties.

“S&P” means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

“Schedule 34 means Company’s Utah electric service schedule 34, or a successor schedule, as approved by the Commission and in effect from time to time.

“Schedule 37 Avoided Cost” means an amount in \$/kWh based on the Company’s Utah electric service schedule 37, applicable as of the date of determination, equivalent to the avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such schedule 37) with a fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Term” of this Agreement has the meaning set forth in Section 2.1.

“Total Cost of Renewable Supply” means a dollar amount representing the output-weighted average Cost of Renewable Supply for all Customer Renewable Resources over any relevant period.

“Transfer Value” has the meaning set forth in Exhibit F.

“True-Up Balance” means a dollar amount to be worked off during subsequent True-Up Periods to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$(a) - ((b) \times (c))$, where

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as relevant, for the most recent True-Up Period;
- (b) = True-Up Rate (\$/kWh); and
- (c) = Consumed Energy (kWh).

“True-Up Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to work off the Annual True-Up or New Resource True-Up, as applicable, for prior True-Up Periods, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as applicable; and
- (b) = Customer Load Estimate (kWh).

“True-Up Date” means every April 1 during the Term.

“True-Up Period” means a period of up to 12 consecutive Billing Periods beginning on the day that Renewable Supply is first sold to Company for delivery to Customer hereunder for the first True-Up Period, and on the day after the end of the most recent True-Up Period thereafter, and ending on the True-Up Date or the New Resource True-Up Date, as applicable.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as “hereof”, “herein”, “hereunder” and other similar compounds of the word “here” mean and refer to the entire Agreement rather than any particular part of the same. The words “includes” and “including” shall be deemed to mean “including, without limitation” or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity’s successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for so long as the Company has a financial obligation arising from a Customer Renewable Resource acquired for Customer under this Agreement pursuant to a Facility Contract (“Term”). Provided, however, that the Parties may extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party's obligation to perform under this Agreement.

ARTICLE III SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix. Customer shall execute a Renewable Resource Appendix in connection with the Company's execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire Renewable Supply from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Facility Contract, and shall sell and deliver the same to Customer as specified herein and in the then-current Delivery Schedule to the Enrolled Meters.

Section 3.3 Commencement of Deliveries. The Company shall make initial deliveries of Renewable Supply to Customer as soon as Company begins receiving Renewable Supply from a Customer Renewable Resource under a Facility Contract.

Section 3.4 Enrolled Meter List. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource is expected to be available for sale to Company for delivery to Customer hereunder, Customer shall provide Company with a list of all of the Enrolled Meters that will receive Renewable Supply ("Enrolled Meter List") in a form generally consistent with Exhibit C. Thereafter, Customer may amend the Enrolled Meter List in the 30 days up to and including each True-Up Date by delivering to Company a revised Enrolled Meter List, and such revised Enrolled Meter List will be used to calculate the Excess Renewable Supply Adjustment for the True-Up Period ending on that True-Up Date.

Section 3.5 No Resale of Power. Customer shall not resell any Power and Energy delivered under this Agreement to any other Person; provided that use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall not constitute a resale of power hereunder. Aggregation of multiple metered delivery locations by Customer shall not be considered the resale of energy under this Agreement.

ARTICLE IV PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company. Customer may also identify a Customer Renewable Resource to supply renewable energy to the Customer, but the identified Customer Renewable Resource must contract directly with the Company prior to becoming a Customer Renewable Resource as defined by this Agreement. The Customer Renewable Resource must meet all of the requirements for renewable resources in accordance with Utah Code § 54-17-601 and Schedule 34.

Section 4.2 Terms of Procurement. As needed from time to time when a Customer Renewable Resource is sought, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

- (a) the type(s) of resource being sought (*e.g.*, solar, wind, geothermal, etc.);
- (b) the desired size in MW or MWh;
- (c) if the desire is for one or multiple resources;
- (d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;
- (e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;
- (f) acceptable location(s) for the resource;
- (g) the desired online date; and
- (h) whether the Company is asked to issue and administer a request for proposal.

Section 4.3 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

(i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;

(ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and

(iii) within one hundred and eighty (180) days (unless delayed by the Commission or the Facility Owner other than the Company, in which case the time for performance shall be extended on a day-for-day basis), enter into and complete negotiations to procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement

with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, or at Customer's direction, the Facility Owner, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of the Customer Renewable Resource. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

- (d) Each Facility Contract entered into by Company shall:
- (i) Indicate that Renewable Supply purchased by Company thereunder is intended to be utilized by Customer to the extent of the Customer Renewable Resource;
 - (ii) State that Customer is an intended beneficiary of such Facility Contract;
 - (iii) Include liquidated damages for failure to deliver Renewable Supply that includes a Green Tags Price Component;
 - (iv) Require the Facility Owner to grant Green Tag Reporting Rights to Company that are comparable to or greater than those granted to Customer in this Agreement; and
 - (v) Require Facility Owner to comply with all requirements and execute all documents and instruments reasonably requested by Customer in order to document and effect the transfer of Green Tags to or on behalf of Customer through WREGIS.

(e) Material Terms and Conditions of Facility Contract. Prior to entering into any proposed Facility Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Facility Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Facility Contract with any Facility Owner if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Facility Contract is, to the Company's reasonable satisfaction, acceptable, then Company shall enter into a definitive Facility Contract with the Facility Owner. If the Company has identified unacceptable terms or other concerns that Company has determined are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Facility Contract after the mitigation proposed by Customer is agreed to in writing by the Parties.

Section 4.4 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Facility Owner of a Customer Renewable Resource, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.5 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Facility Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Facility Owner of a Customer Renewable Resource in excess of Company's quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.6 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under the Facility Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract ("Cost of Renewable Supply"). The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.7 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Company shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Customer, or at Customer's direction, the Facility Owner, shall pay all costs incurred by Company in transferring the Renewable Energy Certificate(s) to Customer and/or retiring them on Customer's behalf.

ARTICLE V SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. Beginning with the Billing Period in which Renewable Supply from any Customer Renewable Resource is first sold to Company for delivery to Customer hereunder, the charges for all Power, Energy and Renewable Supply delivered to each of Customer's Enrolled Meters and all Green Tags acquired on behalf of Customer under this Agreement shall be made up of the following components, as applicable:

- (a) Normal Tariff Rates – applied to all kW and kWh delivered by Company to each Enrolled Meter;
- (b) Renewable Supply Rate – applied to all kWh delivered by Company to each Enrolled Meter;
- (c) True-Up Rate – applied to all kWh delivered after the first True-Up Date to each Enrolled Meter;

- (d) Administrative Fees of \$150 for the first delivery point and \$50 per each additional delivery point - single charge applied to one customer invoice each month;
- (e) Applicable EBA Surcharge – applied to all kW and kWh charges at each Enrolled Meter;
- (f) Unbundled REC Charges, if any – single charge applied to one customer invoice each month;
- (g) Other Schedule 80 Surcharges – applied to each Enrolled Meter; and
- (h) Other charges, fees, exemptions and credits associated with Firm Power and Energy and Renewable Supply delivered by Company to Customer to each Enrolled Meter hereunder, as determined by the Commission from time to time, including possible future carbon taxes, charges or exemptions.

Section 5.2 Final True-Up. At the of the term of the last active Customer Renewable Resource, Company will calculate a final Annual True-Up and apply that amount proportionally to each Enrolled Meter based on the total usage over the final True-Up Period at each Enrolled Meter, which amount shall be billed in twelve equal installments in Billing Periods following the final Annual True-Up.

Section 5.3 REC Procurement. The Customer may direct the Company to acquire unbundled RECs on behalf of the Customer by providing written notice to the Company. If so directed, Company will acquire Renewable Energy Certificates on a least-cost basis. Company shall transfer all Renewable Energy Certificates acquired to Customer’s WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company’s WREGIS account and retire them on Customer’s behalf. Any cost associated with the acquisition of the Renewable Energy Certificates will be direct assigned to the Customer.

ARTICLE VI BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be calculated using the applicable components outlined in Section 5.1 for the previous Billing Period.

Section 6.2 Billing Statements. Company will present Customer with an aggregated bill that contains all applicable rates, charges, taxes and fees under this Agreement, and Customer shall make a single monthly payment to Company. All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy delivered and all the associated charges. Each bill shall be transmitted to Customer both electronically and by U.S. Mail.

Section 6.3 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer’s bill, Customer shall give prompt notice to Company of and the

basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.4 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.5 Credit Requirements. Unless Customer is a Qualified Entity, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined by Company, to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource, including but not limited to its obligations under Section 10.3. A guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

Section 6.6 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset, a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within ten business days after a written demand is made by Company.

ARTICLE VII [Reserved]

ARTICLE VIII OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X TERMINATION

Section 10.1 Termination. This Agreement may be terminated by Customer on sixty (60) days' written notice to Company, or as otherwise permitted under this Article, subject to payment of an Early Termination Payment pursuant to Section 10.3. If this Agreement is terminated for any reason in this Article, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

Section 10.3 Early Termination. If, after the satisfaction of the condition precedent in Section 2.2, this Agreement is terminated or caused to be terminated for any reason other than the fault of

Company before the end of the Term, then Customer shall pay to Company the Early Termination Payment as determined by the methodology set forth in Exhibit F. Customer shall pay Company the Early Termination Payment in full within thirty (30) days after Customer receives notice from Company of the amount of the Early Termination Payment. In the event the Early Termination Payment is due from Company to Customer, then Company shall pay the Early Termination Payment over the remaining life of the obligation to the Customer Renewable Resource as those revenues are realized by Company.

ARTICLE XI FORCE MAJEURE

Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a “Force Majeure”). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company’s or third-party’s facilities (not including a Customer Renewable Resource). Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company’s obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled “Continuity of Service.”

ARTICLE XII LIABILITY

Subject to the limitations of liability contained herein and in Company’s Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII
RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under contracts entered into with Facility Owners (“Records”). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company’s business as reasonably possible. At Customer’s request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any contracts entered into with Facility Owners. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV
ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company’s consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor’s qualification as a customer under Company’s policies and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV
INFORMATION

Section 15.1 Furnishing Information. Upon Company’s request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Confidentiality.

(a) Subject to Section 20.3, except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.4 Publicity.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not to claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction,

Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

(d) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. Neither Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Administrative Remedies. Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

with copies to: PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761

and termination notices to Company: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: President

and to: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: General Counsel

If to Customer: Utah Valley University
800 West University Parkway
MS 161
Orem, Utah 84058
Attn: AVP Facilities

ARTICLE XIX
REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX

MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Jurisdiction of Regulatory Authorities. Company's currently applicable and effective Electric Service Regulations are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Regulations and agrees to abide by them and all applicable amendments and changes thereto as approved by the Commission.

Section 20.3 Customer as a Governmental Entity of the State of Utah. Company acknowledges that Customer is a political subdivision and a governmental entity of the State of Utah covered by the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"), nothing in this Agreement shall be construed as a waiver by Customer of any protections, rights, remedies, or defenses applicable to Customer under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments, or other applicable law. It is not the intent of Customer to incur by contract any liability for the operations, acts, or omissions of Company or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the obligations of Customer in this Agreement to defend, indemnify, and hold harmless are subject to the Act, are limited to the amounts established in Section 63G-7-604 of the Act, and are further limited only to claims that arise directly and solely from the negligent acts or omissions of Customer. If Customer carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager of the State of Utah and under applicable law, nothing in this Agreement shall require Customer to carry different or additional insurance, any obligations of Customer contained in this Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to the Customer's negligent acts or omissions, and no rights of subrogation are waived by Customer. Company acknowledges that: a governmental entity is subject to the Utah Government Records Access and Management Act, Utah Code Ann., Section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within the possession or control of a governmental entity may be subject to public disclosure; and that confidentiality obligations of a governmental entity in this Agreement shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to a governmental entity that Company believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Non-specific statements of confidentiality (such as, but not limited to, designating or marking a document confidential or proprietary in a cover letter, header, footer or watermark) are insufficient to claim confidentiality under GRAMA. Amounts paid or received by a governmental entity are generally not protected from disclosure under GRAMA. Notwithstanding any provision in this Agreement, Customer may disclose any information or records (including any Confidential Information) to the extent required by GRAMA or as otherwise required by law, provided Customer takes reasonable steps to give Company sufficient prior notice to contest such disclosure. In the event of any conflict between the provisions of this Section and any other section of this Agreement, the provisions of this Section shall prevail.

Section 20.4 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Enrolled Meters shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.5 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.6 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.7 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.9 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

Section 20.10 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be

invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first set forth above.

CUSTOMER:

UTAH VALLEY UNIVERSITY

By: 

Name: Val L. Peterson

Title: V.P. for Finance & Admin

COMPANY:

ROCKY MOUNTAIN POWER

By: 

Name: Gary Hoogeween

Title: President

EXHIBIT A

FORM OF DELIVERY SCHEDULE

<u>Enrolled Meter Number/Description</u>	

EXHIBIT B

FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION

THIS GUARANTY (this “Guaranty”), dated as of _____, 20___, is issued and delivered by _____, a _____ (the “Guarantor”) for the benefit of PacifiCorp, an Oregon corporation (the “Beneficiary”), with reference to the following:

WHEREAS, the Beneficiary and _____, a _____ (the “Obligor”) entered into that certain Renewable Energy Service Contract, dated as of _____, 20__ (the “Agreement”); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due all of the obligations of Obligor under the Agreement (the “Guaranteed Obligations”).

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term hereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in whole or in part or Beneficiary's rights hereunder to anyone at any time. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

6. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this

Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

7. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

8. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

9. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

10. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [_____] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

11. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

12. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW,

EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

15. Other than an assignment to or enforcement by Customer (as defined in the Agreement) of this Guaranty, Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

16. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below, or such other address as the Guarantor or the Beneficiary shall from time to time specify:

If to the Guarantor, at:

With a copy to:

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With copies to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

EXHIBIT C

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit (“Letter of Credit”) for the account of _____ (the “Applicant”) for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the “Initial Expiration Date”). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank’s address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) (“ISP98”) with regard to all matters not provided for herein, and, to

the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount:

[insert number of dollars in writing] United States Dollars

(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]* dated *[effective date]*

[Beneficiary]

By: _____

Name: _____

Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

[_____] Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to the draw the funds requested.

Or

[_____] Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF RENEWABLE RESOURCE APPENDIX

This Renewable Resource Appendix confirms the terms of the agreement made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and _____, a _____ (“Customer”) as of the effective date referenced below concerning the acquisition of the Customer Renewable Resource pursuant to a Facility Contract as referenced below.

This Renewable Resource Appendix supplements, forms a part of, and is subject to, the terms of the Renewable Energy Service Contract, dated as of _____, 2019, between Company and Customer (as modified from time to time, the “Renewable Energy Service Contract” or “RESC”). This Renewable Resource Appendix shall constitute a “Renewable Resource Appendix” within the meaning of the Renewable Energy Service Contract. In the event of any inconsistency between a provision of the Renewable Energy Service Contract and a provision of this Renewable Resource Appendix, the provision of this Renewable Resource Appendix shall control for purposes of acquiring the Customer Renewable Resource referenced below. Capitalized terms used in this Renewable Resource Appendix and not otherwise defined will have the respective meanings assigned in the Renewable Energy Service Contract. The terms of this Renewable Resource Appendix are as follows:

Facility Contract:	[Name of Facility Contract -PPA]
Effective date of Facility Contract:	[DATE]
Seller/Facility Owner:	[TBD]
Buyer:	Company
Resource Type:	[Wind, Solar, Geothermal, etc.]
Facility Name:	[TBD] (“Facility”)
Facility Size:	[●] MW AC
Customer’s Share of kWh and Green Tags:	[●] % [Estimated [____] MWh during first 12 months]
Product:	Renewable Energy and Green Tags
Expected COD:	[SCOD DATE]
Latest COD	[GCOD DATE]
Termination Date	[DATE]
Options	[Describe]
Price after COD:	[\$[●] per MWh]
Test Energy Price:	[\$[●] per MWh]

Point of Delivery:	[TBD]
Estimated Annual Production:	See Attachment 1
Scheduling and Curtailment Provisions:	[TBD]
Net Renewable Supply Charge:	[\$●] per MWh
System Facilities Capital Charge:	[\$●] per MWh
Timing and Performance Guarantees Provided by Seller and Associated Damages:	[TBD]
Credit Support:	[TBD]
Facility Contract Rights, Notices, Events of Default, Remedies, Termination	<p>[TBD]</p> <p>[Edit/Adapt depending upon circumstances]</p> <ol style="list-style-type: none"> 1. The Company shall use commercially reasonable efforts to enforce the terms of the Facility Contract for the benefit of Customer in a manner consistent with the Company’s enforcement of the terms of other contracts between Company and other renewable energy providers. 2. Company shall use commercially reasonable efforts to collect or draw upon security for any damages owed by Facility Owner, including the Green Tags Price Component for any of Customer’s share of Green Tags that are not delivered to Company by Facility, and shall pay 100% of the collected amount to Customer within 30 days of receipt, net of any internal and external costs, if any, reasonably incurred by Company. 3. As soon as practicable, but in any event within seven (7) days of receipt, Company shall provide Customer with copies of any notice or information received by it or delivered to it under the Facility Contract regarding any of the following:; final completion (Section ____); damages (Sections ____); non-compensable curtailment (Section ____); Green Tags (Section ____); compensable curtailment (Section ____; litigation (Section ____); security and credit support (Sections ____); invoices

	<p>(Section ____); disputes (Section ____); transfer, assignment or change of control (Sections ____), default (Section ____), termination (Sections ____); force majeure (Section ____); and [others].</p> <p>4. As soon as practicable, but in any event within seven (7) days of its receipt of a request from Customer, Company shall (a) deliver to Customer any reports, records or other information received from Seller under the Facility Contract, or (b) request from Seller and deliver to Customer any documents or information that Company has a right to receive or request under the Facility Contract. Seller shall compensate Company for any incremental costs incurred by Company under the Facility Contract as a result of such requests by all Customers, prorated among requesting Customers.</p> <p>5. So long as the RESC remains in effect, without the advance written consent of Customer Company shall not do any of the following with respect to the Facility, the Facility Contract or the Facility Owner: consent to any transfer or assignment of the Facility Contract or the membership interests in Facility Owner, enter into a lender's consent or estoppel certificate, extend the Guaranteed Commercial Operation Date, terminate the Facility Contract, consent to any amendment or material modification to the Facility Contract, release any security, or agree to a material modification of the equipment comprising the Facility as of the Effective Date</p> <p>6. Customer may, in its sole discretion, elect to cure any payment default by Company under the Facility Contract. So that Customer may exercise this right, Company shall give written notice to Customer as soon as practicable after Company receives notice of such a default, but in no case later than the end of the cure period applicable to such default.</p> <p>7. [Others, to be Negotiated]</p>
Green Tags:	<p>Company's monthly statement to Customer under the RESC will include the number of Green Tags generated during the Billing Period, including Green Tags associated with Test Energy prior to the Commercial Operation Date. Within ninety (90) days after Customer has paid Company's monthly statement relating to such Billing Period, or within the thirty (30) days following any Green Tags being made available in the WREGIS system, whichever is later, Company shall transfer to Customer WREGIS Certificates for all Green Tags associated with Customer's share of Green Tags from the Facility relating to such Billing Period. Company shall transfer all such Green Tags to Customer's WREGIS account in accordance with instructions from Customer and applicable WREGIS rules and requirements, as the same may be amended from time to time. Upon written request by Customer, Company shall retain the Green Tags in the Company's WREGIS account and retire them on Customer's behalf. Customer shall pay all costs incurred by Company in transferring Green Tags to Customer and/or retiring them on Customer's behalf.</p>
Green Tag Price Component:	<p>\$_____ per Green Tag (as stated in the Facility Contract).</p>

Early Termination Payment	If the Customer no longer requires the supply provided by this Customer Renewable Resource, Customer may elect to terminate this Renewable Resource Appendix, subject to payment of the associated Contract Value, less any applicable Proceeds and Transfer Value, as those terms are defined in Exhibit [X] to the Renewable Energy Service Contract.
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IN WITNESS WHEREOF, the parties have executed this Renewable Resource Appendix on the respective dates specified below with effect as of the date set forth above.

ROCKY MOUNTAIN POWER

UTAH VALLEY UNIVERSITY

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Attachment 1
TO RENEWABLE RESOURCE APPENDIX

Estimated Annual Production and Cost of Renewable Supply

Year	Estimated Annual Production (MWh)	Cost of Renewable Supply (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

EXHIBIT E

BILLING EXAMPLES

(See attached Excel file “RESC EXHIBIT E - Billing Example 11.15.19.xlsx”)

EXHIBIT F

CALCULATION OF EARLY TERMINATION PAYMENT

The Early Termination Payment payable to one Party (the “Payee”) by the other Party (the “Payer”) shall be equal to the sum of the Contract Values less any Proceeds and Transfer Values, each as determined at the time of termination, for every Customer Renewable Resource then in effect (“Early Termination Payment”). If the resulting amount is a positive number, Customer shall pay the amount to Company. If the resulting amount is a negative number, Company shall pay the absolute value of the amount to Customer. For the avoidance of doubt, the Parties intend that the Early Termination Payment should make the Company whole in the event of early termination.

The Company will calculate in good faith the Early Termination Payment in a commercially reasonable manner and will provide to Customer a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying any Early Termination Payment payable and (3) giving details of the relevant account to which any amount payable to it is to be paid.

“**Contract Value**” means the following, as applicable: (1) If the Company elects not to terminate the Facility Contract or if the Facility Contract does not allow the Company to terminate it if this Agreement upon an early termination by the Customer, then the present values of the product, for each year (or portion thereof) in the then remaining term (determined without reference to the early termination), of (A) the quantity of Renewable Energy and Green Tags expected to be produced during such year (or portion thereof) from the Customer Renewable Resource times (B) the Total Cost of Renewable Supply for such energy and Green Tags for such year; or (2) If the Facility Contract gives the Company the right to terminate it upon an early termination of this Agreement by Customer and the Company elects to exercise that right, then the Customer’s share of the early termination payment that Company must pay to the Seller pursuant to the Facility Contract; or (3) If the Company is the Facility Owner, then the amount paid by Company to acquire ownership of a renewable energy facility that was the subject of a Renewable Energy Procurement. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

“**Proceeds**” means payments and other benefits received by or credited to Company, including as a result of damages payments and insurance payments, in connection with the early termination of any power purchase agreement with the Facility Owner.

“**Transfer Value**” means: the Market Value of the Renewable Energy and Green Tags procured by Company under the power purchase agreement.

“**Market Value**” means the present values of the product, for each year (or portion thereof) in the then remaining term of the Facility Contract (determined without reference to the early termination of the Renewable Energy Service Contract), of (A) the quantity of Renewable Energy and Green Tags expected to be produced by the Customer Renewable Resource during such year (or portion thereof) times (B) the price at which Company, by its commercially reasonable efforts, is able to resell such Renewable Energy and Green Tags for such year. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the

United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

between

ROCKY MOUNTAIN POWER

and

VR CPC HOLDINGS, INC.

RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34)

This RENEWABLE ENERGY SERVICE CONTRACT (SCHEDULE 34) (this “Agreement”), effective this _____ day of _____, 2019, is entered into between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (the “Company”), and VR CPC Holdings, Inc. a Delaware corporation (“Customer”), each sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company’s service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy in accordance with the provisions of Utah Code § 54-17-806 and Schedule 34.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, Customer and Company hereby agree to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

“Actual Output” means the actual amount of Energy in kWh produced by all Customer Renewable Resources and delivered to Customer during any relevant measurement period.

"Adequate Assurances of Performance" has the meaning set forth in Section 6.5.

“Affiliate” means an entity that is controlled by, under common control with, or has the ability to exercise control over, a Party.

“Agreement” means this Renewable Energy Service Contract and any renewals hereof and any appendix, exhibit or amendment hereto.

“Annual True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for a True-Up Period, as determined by Company within thirty (30) days of each True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c) + (d), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh);
- (c) = True-Up Balance (\$); and
- (d) = Excess Renewable Supply Adjustment (\$), if any.

“Applicable Electric Service Schedule” with respect to each Enrolled Meter means the Company’s Utah electric service schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Enrolled Meter.

“Applicable EBA Surcharge” means a dollar amount determined by Company for all Enrolled Meters and applied to each Enrolled Meter each Billing Period and calculated in accordance with the following formula:

(a) x (b) x (c), where:

- (a) = Power Charge (\$) and Energy Charge (\$) of, and as defined by, the Applicable Electric Service Schedule;
- (b) = The EBA Surcharge (%); and
- (c) = One-hundred percent (100%) - Renewable Percentage (%).

“Billing Period” means the period of approximately thirty (30) days intervening between regular successive meter readings.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

“Commission” means the Public Service Commission of Utah.

“Company” has the meaning set forth in the Preamble.

“Confidential Information” means any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives other than materially as

a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

“Consumed Energy” means the total amount of Energy in kWh actually consumed by Customer at all Enrolled Meters during any relevant period.

“Contract Value” has the meaning set forth in Exhibit F.

“Cost of Renewable Supply” has the meaning set forth in Section 4.6.

“Customer” has the meaning set forth in the Preamble.

“Customer Load Estimate” means a kWh amount representing a reasonable estimate of projected Consumed Energy to be used at all Enrolled Meters during the next True-Up Period which, shall be based on the Consumed Energy at all Enrolled Meters during the most recent True-Up Period, plus reasonably projected usage for the next True-Up Period at any Retail Points of Delivery added as new Enrolled Meters, minus actual usage at any Retail Points of Delivery removed from Enrolled Meters, or otherwise as agreed to by the Parties.

“Customer Renewable Resource” means all or the percentage as specified in a Renewable Resource Appendix of the Energy and Green Tags produced or created by one or more renewable resource Facilities identified by or on behalf of the Customer to provide electric power and energy for use by Customer consistent with Utah Code § 54-17-806 and Schedule 34. A Customer Renewable Resource may be Company- or Customer-owned, procured through a contract between the Company and a third party, or procured through a separate contract between the Company and the Customer.

“Delivery Schedule” is a schedule provided by Customer pursuant to Section 3.4 specifying the Enrolled Meters, which shall be substantially in the same form as Exhibit A.

“Early Termination Payment” has the meaning set forth in Exhibit F.

“EBA Surcharge” means the Energy Balancing Account surcharge or surcredit percentage as specified in the Company’s Utah electric service schedule 94 or a successor schedule.

“Effective Date” means the date on which the Agreement has been executed by both parties, and, to the extent not granted prior to execution, all required Commission approvals have been granted.

“Electric Service Regulations” means Company’s currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

“Electric Service Requirements” means Company’s currently effective and applicable electric service requirements, as of the Effective Date, specified at

<https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html>. The Electric Service Requirements may be reasonably amended from time to time by Company.

“Electric Service Schedules and Regulations” means Company’s currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at <https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html>. The Electric Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

“Energy” means electric energy expressed in kWh.

“Enrolled Meters” means the Retail Points of Delivery to which Renewable Supply is to be delivered by Company under this Agreement, as specified by Customer in the Delivery Schedule then in effect.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere. Environmental Attributes do not include (i) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or “tipping fees” that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

“Estimated Output” means an amount in kWh representing the total projected Energy to be produced by all Customer Renewable Resources during the next True-Up Period which, unless Company has or Customer provides information demonstrating otherwise, shall be based on the energy projections, including effects of any degradation factor, for Customer Renewable Resources as specified in Facility Contracts, or otherwise as agreed to by the Parties.

“Excess Renewable Energy” means an amount representing Renewable Supply in kWh not utilized by Customer over the course of a True-Up Period, as determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) – (b), but not less than zero, where:

- (a) = Actual Output; and
- (b) = Consumed Energy.

“Excess Renewable Supply Adjustment” means a dollar amount to be recovered from Customer in the upcoming True-Up Period for Excess Renewable Supply in the prior True-Up Period, determined by Company for the True-Up Period associated with each Annual True-Up and calculated in accordance with the following formula:

(a) x ((b) - (c)), but not less than zero, where:

- (a) = Excess Renewable Energy (kWh);
- (b) = Total Cost of Renewable Supply (\$/kWh); and
- (c) = Schedule 37 Avoided Cost (\$/kWh), adjusted for losses to the extent a loss adjustment is deemed appropriate by the Commission.

“Facility” means all power generating equipment and all associated devices, appurtenances and equipment owned, controlled, operated or managed by the Facility Owner in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of Renewable Supply from a Customer Renewable Resource.

“Facility Contract” means an agreement entered into by Company to acquire Renewable Supply from a Facility for a Customer Renewable Resource.

“Facility Owner” means the developer, owner and operator of a Facility, and all employees, officers, members and agents of any of the same.

“Firm Power and Energy” means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load.

“Force Majeure” has the meaning set forth in Article XI.

"Green Tags" means (a) all Environmental Attributes associated with a Customer Renewable Resource, together with (b) all Green Tag Reporting Rights associated with such Energy and Environmental Attributes, however commercially transferred or traded under any or other product names, such as RECs, "Green-e Certified," or otherwise. One Green Tag represents the Environmental Attributes made available by the generation of one MWh of energy from the Facility.

“Green Tag Price Component” means the value of any Green Tags as set forth in a Facility Contract, which shall be reflected in a Renewable Resource Appendix and shall the Customer’s damages associated with Green Tags if the Facility Owner fails to deliver any Green Tags to Company under the relevant Facility Contract.

“Green Tag Reporting Rights” means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer’s discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over Company, including the Federal Trade Commission’s “Green Guides” (*See*, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer’s exclusive Green Tag Reporting Rights.

“Guaranty” means a guaranty in a form substantially similar to the attached Exhibit B, or otherwise acceptable to Company.

“kW” means kilowatt.

“kWh” means kilowatt hour.

“Letter of Credit” means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to Company, naming Company as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

“Losses” means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

“Moody’s” means Moody’s Investors Services, Inc.

“MW” means megawatt.

“MWh” means megawatt hour.

“Net Renewable Supply Charge” means an amount in \$/kWh representing the incremental cost to Company of Customer Renewable Resources, calculated for each Customer Renewable Resource and specified in a Renewable Resource Appendix in accordance with the following formula:

(a) – (b), where:

- (a) = Cost of Renewable Supply (\$/kWh); and
- (b) = Resource Avoided Cost (\$/kWh);

Provided that the Net Renewable Supply Charge may not be less than zero (0), unless otherwise approved by the Commission.

“New Resource True-Up” means a dollar amount used to reconcile actual and projected costs and usage for all Customer Renewable Resources for the True-Up Period associated with the addition of each new Customer Renewable Resource, determined by Company as of each New Resource True-Up Date and calculated in accordance with the following formula:

((a) – (b)) + (c), where:

- (a) = Net Renewable Supply Charge (\$) x Actual Output (kWh);
- (b) = Renewable Supply Rate (\$) x Consumed Energy (kWh); and
- (c) = True-Up Balance (\$), if any.

For the avoidance of doubt, a New Resource True-Up will not include an Excess Renewable Supply Adjustment.

“New Resource True-Up Date” means a date at the end of a Billing Period as close as practicable to the date on which Renewable Supply from a new Customer Renewable Resource is first expected to be available for sale to Company and delivery to Customer.

“Normal Tariff Rate” means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer’s Enrolled Meters, but not the EBA Surcharge or the Other Schedule 80 Surcharges.

“Other Schedule 80 Surcharges” means the surcharges or surcredits summarized in Company’s Utah electric service schedule 80, or a successor schedule as approved by the Commission and in effect from time to time, other than the EBA Surcharge.

“Party” and “Parties” have the meanings set forth in the Preamble.

“Person” means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

“Power” means electric power expressed in kilowatts.

“Power Factor” means the percentage determined by dividing Customer’s average kilowatt-hours (real power) by Customer’s average kilovolt-ampere hours (apparent power) in any given month.

“Power Quality Standards” means Company’s currently effective and applicable power quality standards contained in the Company’s Engineering Handbook as specified at <https://www.rockymountainpower.net/con/pqs.html>. The Power Quality Standards may be amended from time to time by Company.

“Proceeds” has the meaning set forth in Exhibit F.

“Qualifying Institution” means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least \$10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least “A” from S&P and “A2” from Moody's.

“Qualified Entity” means an entity with a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baa1 or greater from Moody's; provided that if (a) or (b) is not available, an equivalent rating as determined by Company through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

“Records” has the meaning set forth in Article XIII.

“Renewable Energy Certificate” or “REC” means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

“Renewable Percentage” means a percentage representing the amount of Consumed Energy provided by Customer Renewable Resources to all Enrolled Meters for each True-Up Period, determined by Company with each Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

(a) = Actual Output (kWh); and

(b) = Consumed Energy (kWh).

Provided, that the Renewable Percentage for the first True-Up Period beginning when Renewable Supply from any Customer Renewable Resource is sold to Company for delivery to Customer hereunder shall be specified in the Renewable Resource Appendix for such Customer Renewable Resource.

“Renewable Resource Appendix” means an agreement between Company and Customer to be attached as an Appendix hereto to specify the terms and conditions applicable to acquiring a Customer Renewable Resource on behalf of the Customer, substantially in the form of Exhibit D.

“Renewable Supply” means all Energy and Green Tags produced or created by each Customer Renewable Resource pursuant to each Facility Contract.

“Renewable Supply Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$((a^{n1}) \times (b^{n1})) + ((a^{n2}) \times (b^{n2})) + ((a^{n3}) \times (b^{n3})) \dots = \text{“Total Estimated Cost”}$
(Total Estimated Cost) \div (c), where:

(a^{n+x}) = Net Renewable Supply Charge (\$/kWh) for each successive Customer Renewable Resource

(b^{n+x}) = Estimated Output (kWh) for each successive Customer Renewable Resource; and

(c) = Customer Load Estimate (kWh).

“Representatives” has the meaning set forth at Section 15.3.

“Resource Avoided Cost” means an amount in \$/kWh based on the Company’s Utah Electric Service Schedule 38 applicable as of the date of determination equivalent to the levelized avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such Schedule 38) with a size, location and fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Retail Point of Delivery” means a point at which Firm Power and Energy is delivered by Company to Customer. Customer’s Retail Points of Delivery may be changed from time to time with the consent of both Parties.

“S&P” means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

“Schedule 34 means Company’s Utah electric service schedule 34, or a successor schedule, as approved by the Commission and in effect from time to time.

“Schedule 37 Avoided Cost” means an amount in \$/kWh based on the Company’s Utah electric service schedule 37, applicable as of the date of determination, equivalent to the avoided cost purchase price that would be payable to the owner of a Qualifying Facility (as defined in such schedule 37) with a fuel source comparable to that of the relevant Customer Renewable Resource (e.g., tracking solar, wind).

“Term” of this Agreement has the meaning set forth in Section 2.1.

“Total Cost of Renewable Supply” means a dollar amount representing the output-weighted average Cost of Renewable Supply for all Customer Renewable Resources over any relevant period.

“Transfer Value” has the meaning set forth in Exhibit F.

“True-Up Balance” means a dollar amount to be worked off during subsequent True-Up Periods to reconcile actual and projected costs and usage for all Customer Renewable Resources for the prior True-Up Period, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

$(a) - ((b) \times (c))$, where

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as relevant, for the most recent True-Up Period;
- (b) = True-Up Rate (\$/kWh); and
- (c) = Consumed Energy (kWh).

“True-Up Rate” means a \$/kWh adjustment to be applied to all Consumed Energy during the next True-Up Period to work off the Annual True-Up or New Resource True-Up, as applicable, for prior True-Up Periods, determined by Company for each New Resource True-Up and Annual True-Up and calculated in accordance with the following formula:

(a) ÷ (b), where:

- (a) = New Resource True-Up (\$) or Annual True-Up (\$), as applicable; and
- (b) = Customer Load Estimate (kWh).

“True-Up Date” means every April 1 during the Term.

“True-Up Period” means a period of up to 12 consecutive Billing Periods beginning on the day that Renewable Supply is first sold to Company for delivery to Customer hereunder for the first True-Up Period, and on the day after the end of the most recent True-Up Period thereafter, and ending on the True-Up Date or the New Resource True-Up Date, as applicable.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as “hereof”, “herein”, “hereunder” and other similar compounds of the word “here” mean and refer to the entire Agreement rather than any particular part of the same. The words “includes” and “including” shall be deemed to mean “including, without limitation” or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity’s successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for so long as the Company has a financial obligation arising from a Customer Renewable Resource acquired for Customer under this Agreement pursuant to a Facility Contract (“Term”). Provided, however, that the Parties may extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party's obligation to perform under this Agreement.

ARTICLE III SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix. Customer shall execute a Renewable Resource Appendix in connection with the Company's execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire Renewable Supply from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Facility Contract, and shall sell and deliver the same to Customer as specified herein and in the then-current Delivery Schedule to the Enrolled Meters.

Section 3.3 Commencement of Deliveries. The Company shall make initial deliveries of Renewable Supply to Customer as soon as Company begins receiving Renewable Supply from a Customer Renewable Resource under a Facility Contract.

Section 3.4 Enrolled Meter List. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource is expected to be available for sale to Company for delivery to Customer hereunder, Customer shall provide Company with a list of all of the Enrolled Meters that will receive Renewable Supply ("Enrolled Meter List") in a form generally consistent with Exhibit C. Thereafter, Customer may amend the Enrolled Meter List in the 30 days up to and including each True-Up Date by delivering to Company a revised Enrolled Meter List, and such revised Enrolled Meter List will be used to calculate the Excess Renewable Supply Adjustment for the True-Up Period ending on that True-Up Date.

Section 3.5 No Resale of Power. Customer shall not resell any Power and Energy delivered under this Agreement to any other Person; provided that use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall not constitute a resale of power hereunder. Aggregation of multiple metered delivery locations by Customer shall not be considered the resale of energy under this Agreement.

ARTICLE IV PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company. Customer may also identify a Customer Renewable Resource to supply renewable energy to the Customer, but the identified Customer Renewable Resource must contract directly with the Company prior to becoming a Customer Renewable Resource as defined by this Agreement. The Customer Renewable Resource must meet all of the requirements for renewable resources in accordance with Utah Code § 54-17-601 and Schedule 34.

Section 4.2 Terms of Procurement. As needed from time to time when a Customer Renewable Resource is sought, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

- (a) the type(s) of resource being sought (*e.g.*, solar, wind, geothermal, etc.);
- (b) the desired size in MW or MWh;
- (c) if the desire is for one or multiple resources;
- (d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;
- (e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;
- (f) acceptable location(s) for the resource;
- (g) the desired online date; and
- (h) whether the Company is asked to issue and administer a request for proposal.

Section 4.3 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

(i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;

(ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and

(iii) within one hundred and eighty (180) days (unless delayed by the Commission or the Facility Owner other than the Company, in which case the time for performance shall be extended on a day-for-day basis), enter into and complete negotiations to procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement

with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, or at Customer's direction, the Facility Owner, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of the Customer Renewable Resource. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

- (d) Each Facility Contract entered into by Company shall:
- (i) Indicate that Renewable Supply purchased by Company thereunder is intended to be utilized by Customer to the extent of the Customer Renewable Resource;
 - (ii) State that Customer is an intended beneficiary of such Facility Contract;
 - (iii) Include liquidated damages for failure to deliver Renewable Supply that includes a Green Tags Price Component;
 - (iv) Require the Facility Owner to grant Green Tag Reporting Rights to Company that are comparable to or greater than those granted to Customer in this Agreement; and
 - (v) Require Facility Owner to comply with all requirements and execute all documents and instruments reasonably requested by Customer in order to document and effect the transfer of Green Tags to or on behalf of Customer through WREGIS.

(e) Material Terms and Conditions of Facility Contract. Prior to entering into any proposed Facility Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Facility Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Facility Contract with any Facility Owner if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Facility Contract is, to the Company's reasonable satisfaction, acceptable, then Company shall enter into a definitive Facility Contract with the Facility Owner. If the Company has identified unacceptable terms or other concerns that Company has determined are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Facility Contract after the mitigation proposed by Customer is agreed to in writing by the Parties.

Section 4.4 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Facility Owner of a Customer Renewable Resource, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.5 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Facility Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Facility Owner of a Customer Renewable Resource in excess of Company's quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.6 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under the Facility Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract ("Cost of Renewable Supply"). The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.7 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Company shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Customer, or at Customer's direction, the Facility Owner, shall pay all costs incurred by Company in transferring the Renewable Energy Certificate(s) to Customer and/or retiring them on Customer's behalf.

ARTICLE V SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. Beginning with the Billing Period in which Renewable Supply from any Customer Renewable Resource is first sold to Company for delivery to Customer hereunder, the charges for all Power, Energy and Renewable Supply delivered to each of Customer's Enrolled Meters and all Green Tags acquired on behalf of Customer under this Agreement shall be made up of the following components, as applicable:

- (a) Normal Tariff Rates – applied to all kW and kWh delivered by Company to each Enrolled Meter;
- (b) Renewable Supply Rate – applied to all kWh delivered by Company to each Enrolled Meter;
- (c) True-Up Rate – applied to all kWh delivered after the first True-Up Date to each Enrolled Meter;

- (d) Administrative Fees of \$500- single charge applied to one customer invoice each month;
- (e) Applicable EBA Surcharge – applied to all kW and kWh charges at each Enrolled Meter;
- (f) Unbundled REC Charges, if any – single charge applied to one customer invoice each month;
- (g) Other Schedule 80 Surcharges – applied to each Enrolled Meter; and
- (h) Other charges, fees, exemptions and credits associated with Firm Power and Energy and Renewable Supply delivered by Company to Customer to each Enrolled Meter hereunder, as determined by the Commission from time to time, including possible future carbon taxes, charges or exemptions.

Section 5.2 Final True-Up. At the of the term of the last active Customer Renewable Resource, Company will calculate a final Annual True-Up and apply that amount proportionally to each Enrolled Meter based on the total usage over the final True-Up Period at each Enrolled Meter, which amount shall be billed in twelve equal installments in Billing Periods following the final Annual True-Up.

Section 5.3 REC Procurement. The Customer may direct the Company to acquire unbundled RECs on behalf of the Customer by providing written notice to the Company. If so directed, Company will acquire Renewable Energy Certificates on a least-cost basis. Company shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Any cost associated with the acquisition of the Renewable Energy Certificates will be direct assigned to the Customer.

ARTICLE VI BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be calculated using the applicable components outlined in Section 5.1 for the previous Billing Period.

Section 6.2 Billing Statements. Company will present Customer with an aggregated bill that contains all applicable rates, charges, taxes and fees under this Agreement, and Customer shall make a single monthly payment to Company. All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy delivered and all the associated charges. Each bill shall be transmitted to Customer both electronically and by U.S. Mail.

Section 6.3 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall give prompt notice to Company of and the basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in

good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.4 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.5 Credit Requirements. Unless Customer is a Qualified Entity, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined by Company, to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource, including but not limited to its obligations under Section 10.3. A guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

Section 6.6 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset, a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within five business days after a written demand is made by Company.

ARTICLE VII [Reserved]

ARTICLE VIII OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X TERMINATION

Section 10.1 Termination. This Agreement may be terminated by Customer on sixty (60) days' written notice to Company, or as otherwise permitted under this Article, subject to payment of an Early Termination Payment pursuant to Section 10.3. If this Agreement is terminated for any reason in this Article, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

Section 10.3 Early Termination. If, after the satisfaction of the condition precedent in Section 2.2, this Agreement is terminated or caused to be terminated for any reason other than the fault of

Company before the end of the Term, then Customer shall pay to Company the Early Termination Payment as determined by the methodology set forth in Exhibit F. Customer shall pay Company the Early Termination Payment in full within thirty (30) days after Customer receives notice from Company of the amount of the Early Termination Payment. In the event the Early Termination Payment is due from Company to Customer, then Company shall pay the Early Termination Payment over the remaining life of the obligation to the Customer Renewable Resource as those revenues are realized by Company.

ARTICLE XI FORCE MAJEURE

Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a “Force Majeure”). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company’s or third-party’s facilities (not including a Customer Renewable Resource). Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company’s obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled “Continuity of Service.”

ARTICLE XII LIABILITY

Subject to the limitations of liability contained herein and in Company’s Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII
RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under contracts entered into with Facility Owners (“Records”). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company’s business as reasonably possible. At Customer’s request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any contracts entered into with Facility Owners. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV
ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company’s consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor’s qualification as a customer under Company’s policies and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV
INFORMATION

Section 15.1 Furnishing Information. Upon Company’s request, Customer shall submit its year-end financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Confidentiality.

(a) Except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.4 Publicity.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not to claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction,

Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

(d) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource. The Parties must mutually agree upon the content of any press release or other initial public disclosure with respect to the existence or execution of this Agreement or any Customer Renewable Resource, or the terms, conditions or other content herein or therein. Neither Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

ARTICLE XVI DISPUTE RESOLUTION

Section 16.1 Administrative Remedies. Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

with copies to: PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, Oregon 97232- 2315
Attn: Assistant General Counsel
Telefacsimile (503) 813-6761

and termination notices to Company: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: President

and to: PacifiCorp
1407 West North Temple
Suite 320
Salt Lake City, Utah 84116
Attn: General Counsel

If to Customer: VR CPC Holdings, Inc.
1345 Lowell Avenue
Park City, Utah 84060
Attention: Thomas Bradley
Email: tbradley2@vailresorts.com

With a copy to: Vail Resorts Management Company
390 Interlocken Crescent
Broomfield, Colorado 80021
Attention: Legal Department
Email: legalnotices@vailresorts.com

ARTICLE XIX REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good

faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Enrolled Meters shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.3 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.4 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.5 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.7 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any

purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

Section 20.8 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

[Execution Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first set forth above.

CUSTOMER:

COMPANY:

VR CPC HOLDINGS, Inc.

ROCKY MOUNTAIN POWER

By: 

By: 

Name: David T. Shapiro

Name: Gary Hougerson

Title: General Counsel + EVP

Title: President

EXHIBIT B

FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION

THIS GUARANTY (this “Guaranty”), dated as of _____, 20__, is issued and delivered by _____, a _____ (the “Guarantor”) for the benefit of PacifiCorp, an Oregon corporation (the “Beneficiary”), with reference to the following:

WHEREAS, the Beneficiary and _____, a _____ (the “Obligor”) entered into that certain Renewable Energy Service Contract, dated as of _____, 20__ (the “Agreement”); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due all of the obligations of Obligor under the Agreement (the “Guaranteed Obligations”).

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term hereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in whole or in part or Beneficiary's rights hereunder to anyone at any time. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

6. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this

Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

7. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

8. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

9. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

10. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

11. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

12. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW,

EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

14. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary.

15. Other than an assignment to or enforcement by Customer (as defined in the Agreement) of this Guaranty, Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

16. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile to the Guarantor or to the Beneficiary, as applicable, at its address as indicated below, or such other address as the Guarantor or the Beneficiary shall from time to time specify:

If to the Guarantor, at:

With a copy to:

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With copies to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or (c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

|

EXHIBIT C

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit (“Letter of Credit”) for the account of _____ (the “Applicant”) for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the “Initial Expiration Date”). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank’s address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) (“ISP98”) with regard to all matters not provided for herein, and, to

the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

- [name of account]*
- [account number]*
- [name and address of bank at which account is maintained]*
- [aba number]*
- [reference]*

The following amount:

[insert number of dollars in writing] United States Dollars
(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]* dated *[effective date]*

[Beneficiary]

By: _____
Name: _____
Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to the draw the funds requested.

Or

Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____
Name: _____
Title: _____

EXHIBIT D
FORM OF RENEWABLE RESOURCE APPENDIX

This Renewable Resource Appendix confirms the terms of the agreement made between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon corporation (“Rocky Mountain Power” or the “Company”), and _____, a _____ (“Customer”) as of the effective date referenced below concerning the acquisition of the Customer Renewable Resource pursuant to a Facility Contract as referenced below.

This Renewable Resource Appendix supplements, forms a part of, and is subject to, the terms of the Renewable Energy Service Contract, dated as of _____, 2019, between Company and Customer (as modified from time to time, the “Renewable Energy Service Contract” or “RESC”). This Renewable Resource Appendix shall constitute a “Renewable Resource Appendix” within the meaning of the Renewable Energy Service Contract. In the event of any inconsistency between a provision of the Renewable Energy Service Contract and a provision of this Renewable Resource Appendix, the provision of this Renewable Resource Appendix shall control for purposes of acquiring the Customer Renewable Resource referenced below. Capitalized terms used in this Renewable Resource Appendix and not otherwise defined will have the respective meanings assigned in the Renewable Energy Service Contract. The terms of this Renewable Resource Appendix are as follows:

Facility Contract:	[Name of Facility Contract -PPA]
Effective date of Facility Contract:	[DATE]
Seller/Facility Owner:	[TBD]
Buyer:	Company
Resource Type:	[Wind, Solar, Geothermal, etc.]
Facility Name:	[TBD] (“Facility”)
Facility Size:	[●] MW AC
Customer’s Share of kWh and Green Tags:	[●] % [Estimated [____] MWh during first 12 months]
Product:	Renewable Energy and Green Tags
Expected COD:	[SCOD DATE]
Latest COD	[GCOD DATE]
Termination Date	[DATE]
Options	[Describe]
Price after COD:	[\$[●] per MWh]
Test Energy Price:	[\$[●] per MWh]

Point of Delivery:	[TBD]
Estimated Annual Production:	See Attachment 1
Scheduling and Curtailment Provisions:	[TBD]
Net Renewable Supply Charge:	[\$●] per MWh
System Facilities Capital Charge:	[\$●] per MWh
Timing and Performance Guarantees Provided by Seller and Associated Damages:	[TBD]
Credit Support:	[TBD]
Facility Contract Rights, Notices, Events of Default, Remedies, Termination	<p>[TBD]</p> <p>[Edit/Adapt depending upon circumstances]</p> <ol style="list-style-type: none"> 1. The Company shall use commercially reasonable efforts to enforce the terms of the Facility Contract for the benefit of Customer in a manner consistent with the Company’s enforcement of the terms of other contracts between Company and other renewable energy providers. 2. Company shall use commercially reasonable efforts to collect or draw upon security for any damages owed by Facility Owner, including the Green Tags Price Component for any of Customer’s share of Green Tags that are not delivered to Company by Facility, and shall pay 100% of the collected amount to Customer within 30 days of receipt, net of any internal and external costs, if any, reasonably incurred by Company. 3. As soon as practicable, but in any event within seven (7) days of receipt, Company shall provide Customer with copies of any notice or information received by it or delivered to it under the Facility Contract regarding any of the following:; final completion (Section ____); damages (Sections ____); non-compensable curtailment (Section ____); Green Tags (Section ____); compensable curtailment (Section ____); litigation (Section ____); security and credit support (Sections ____); invoices

	<p>(Section ____); disputes (Section ____); transfer, assignment or change of control (Sections ____), default (Section ____), termination (Sections ____); force majeure (Section ____); and [others].</p> <p>4. As soon as practicable, but in any event within seven (7) days of its receipt of a request from Customer, Company shall (a) deliver to Customer any reports, records or other information received from Seller under the Facility Contract, or (b) request from Seller and deliver to Customer any documents or information that Company has a right to receive or request under the Facility Contract. Seller shall compensate Company for any incremental costs incurred by Company under the Facility Contract as a result of such requests by all Customers, prorated among requesting Customers.</p> <p>5. So long as the RESC remains in effect, without the advance written consent of Customer Company shall not do any of the following with respect to the Facility, the Facility Contract or the Facility Owner: consent to any transfer or assignment of the Facility Contract or the membership interests in Facility Owner, enter into a lender's consent or estoppel certificate, extend the Guaranteed Commercial Operation Date, terminate the Facility Contract, consent to any amendment or material modification to the Facility Contract, release any security, or agree to a material modification of the equipment comprising the Facility as of the Effective Date</p> <p>6. Customer may, in its sole discretion, elect to cure any payment default by Company under the Facility Contract. So that Customer may exercise this right, Company shall give written notice to Customer as soon as practicable after Company receives notice of such a default, but in no case later than the end of the cure period applicable to such default.</p> <p>7. [Others, to be Negotiated]</p>
Green Tags:	<p>Company's monthly statement to Customer under the RESC will include the number of Green Tags generated during the Billing Period, including Green Tags associated with Test Energy prior to the Commercial Operation Date. Within ninety (90) days after Customer has paid Company's monthly statement relating to such Billing Period, or within the thirty (30) days following any Green Tags being made available in the WREGIS system, whichever is later, Company shall transfer to Customer WREGIS Certificates for all Green Tags associated with Customer's share of Green Tags from the Facility relating to such Billing Period. Company shall transfer all such Green Tags to Customer's WREGIS account in accordance with instructions from Customer and applicable WREGIS rules and requirements, as the same may be amended from time to time. Upon written request by Customer, Company shall retain the Green Tags in the Company's WREGIS account and retire them on Customer's behalf. Customer shall pay all costs incurred by Company in transferring Green Tags to Customer and/or retiring them on Customer's behalf.</p>
Green Tag Price Component:	<p>\$_____ per Green Tag (as stated in the Facility Contract).</p>

Early Termination Payment	If the Customer no longer requires the supply provided by this Customer Renewable Resource, Customer may elect to terminate this Renewable Resource Appendix, subject to payment of the associated Contract Value, less any applicable Proceeds and Transfer Value, as those terms are defined in Exhibit [X] to the Renewable Energy Service Contract.
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IN WITNESS WHEREOF, the parties have executed this Renewable Resource Appendix on the respective dates specified below with effect as of the date set forth above.

ROCKY MOUNTAIN POWER

VR CPC HOLDINGS, INC.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Attachment 1
TO RENEWABLE RESOURCE APPENDIX

Estimated Annual Production and Cost of Renewable Supply

Year	Estimated Annual Production (MWh)	Cost of Renewable Supply (\$/kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

EXHIBIT E

BILLING EXAMPLES

(See attached Excel file “RESC EXHIBIT E - Billing Example 11.15.19.xlsx”)

EXHIBIT F

CALCULATION OF EARLY TERMINATION PAYMENT

The Early Termination Payment payable to one Party (the “Payee”) by the other Party (the “Payer”) shall be equal to the sum of the Contract Values less any Proceeds and Transfer Values, each as determined at the time of termination, for every Customer Renewable Resource then in effect (“Early Termination Payment”). If the resulting amount is a positive number, Customer shall pay the amount to Company. If the resulting amount is a negative number, Company shall pay the absolute value of the amount to Customer. For the avoidance of doubt, the Parties intend that the Early Termination Payment should make the Company whole in the event of early termination.

The Company will calculate in good faith the Early Termination Payment in a commercially reasonable manner and will provide to Customer a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying any Early Termination Payment payable and (3) giving details of the relevant account to which any amount payable to it is to be paid.

“**Contract Value**” means the following, as applicable: (1) If the Company elects not to terminate the Facility Contract or if the Facility Contract does not allow the Company to terminate it if this Agreement upon an early termination by the Customer, then the present values of the product, for each year (or portion thereof) in the then remaining term (determined without reference to the early termination), of (A) the quantity of Renewable Energy and Green Tags expected to be produced during such year (or portion thereof) from the Customer Renewable Resource times (B) the Total Cost of Renewable Supply for such energy and Green Tags for such year; or (2) If the Facility Contract gives the Company the right to terminate it upon an early termination of this Agreement by Customer and the Company elects to exercise that right, then the Customer’s share of the early termination payment that Company must pay to the Seller pursuant to the Facility Contract; or (3) If the Company is the Facility Owner, then the amount paid by Company to acquire ownership of a renewable energy facility that was the subject of a Renewable Energy Procurement. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

“**Proceeds**” means payments and other benefits received by or credited to Company, including as a result of damages payments and insurance payments, in connection with the early termination of any power purchase agreement with the Facility Owner.

“**Transfer Value**” means: the Market Value of the Renewable Energy and Green Tags procured by Company under the power purchase agreement.

“**Market Value**” means the present values of the product, for each year (or portion thereof) in the then remaining term of the Facility Contract (determined without reference to the early termination of the Renewable Energy Service Contract), of (A) the quantity of Renewable Energy and Green Tags expected to be produced by the Customer Renewable Resource during such year (or portion thereof) times (B) the price at which Company, by its commercially reasonable efforts, is able to resell such Renewable Energy and Green Tags for such year. The present values of the monthly payments from their payment dates in the foregoing calculations shall be determined using a discount factor equal to the current yield for direct obligations of the

United States Treasury with a maturity that is closest to, but not less than, the remaining Term of the Renewable Energy Service Contract.

CERTIFICATE OF SERVICE

Docket No. 19-035-39

I hereby certify that on December 27, 2019, a true and correct copy of the foregoing was served by electronic mail to the following:

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