

EXHIBIT A

POWER PURCHASE AGREEMENT

(RENEWABLE ENERGY)

BETWEEN

BLUE MOUNTAIN WIND 1, LLC

AND

PACIFICORP

**POWER PURCHASE AGREEMENT
(RENEWABLE ENERGY)**

THIS POWER PURCHASE AGREEMENT (RENEWABLE ENERGY) (this "Agreement"), entered into this 8th day of November, 2011 (the "Effective Date"), is between Blue Mountain Wind 1, LLC, a Delaware limited liability company (the "Seller") and PacifiCorp, an Oregon corporation acting in its merchant function capacity ("PacifiCorp"). Seller and PacifiCorp are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Seller intends to construct, own, operate and maintain a wind-powered generation facility for the generation of electric energy located in San Juan County, Utah with an expected nameplate capacity rating of 79.5 MW (the "Facility").

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

WHEREAS, Seller expects that the Facility will deliver to PacifiCorp 206,833 MWh per calendar year of Net Output and associated green tags. Seller estimates that the Net Output and green tags will be delivered during each calendar year according to the estimates of monthly output set forth in Exhibit A. Seller acknowledges that PacifiCorp will include this amount of energy and associated green tags in PacifiCorp's resource planning.

WHEREAS, Seller desires to sell, and PacifiCorp desires to purchase, the Net Output expected to be delivered by the Facility and all associated green tags in accordance with the terms and conditions hereof.

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

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

NOW, THEREFORE, in consideration of foregoing and the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

**SECTION 1
DEFINITIONS, RULES OF INTERPRETATION**

1.1 Defined Terms. Unless otherwise required by the context in which any term appears, initially capitalized terms used herein shall have the following meanings:

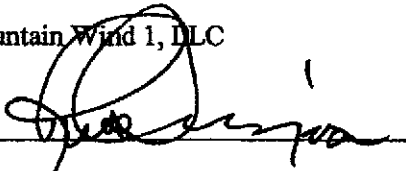
"AAA" is defined in Section 5.6.2.

24.6 Specific Performance. Each Party shall be entitled to seek and obtain a decree compelling specific performance or granting injunctive relief with respect to, and shall be entitled, to enjoin any actual or threatened breach of any material obligation of the other Party hereunder. The Parties agree that specific performance (including temporary and preliminary relief) and injunctive relief are proper in the event of any actual or threatened breach of any material obligation of the other Party hereunder, and that any liability limits contained herein shall not operate to limit the exercise of PacifiCorp's remedies in equity to cause Seller to perform its obligations hereunder. Seller agrees that it will not assert as a defense to PacifiCorp's action for specific performance of, or injunctive relief relating to, Seller's obligations hereunder that the amounts payable or paid by Seller in respect of liquidated damages constitute an adequate remedy for the breach of such obligation, and Seller hereby conclusively waives such defense. Seller shall at all times during the Term, own, lease, control, hold in its own name or be signatory to (as the case may be) all assets and Required Facility Documents relating to the Facility to the extent necessary to prevent a material adverse effect on PacifiCorp's right to specific performance or injunctive relief.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the date first above written.

Blue Mountain Wind 1, LLC

By:



Name:

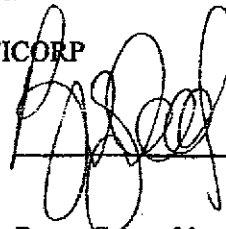
RYAN DAMES

Title:

MANAGING MEMBER

PACIFICORP

By:



Name: Bruce Griswold

Title: Director, Short-term Origination

DC



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Docket Index

Docket Number: 11-035-196

In the Matter of: the Application of Rocky Mountain Power for Approval of the Power Purchase Agreement between PacifiCorp and Blue Mountain Wind 1, LLC

211378

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