

Form Agreement

This working sample draft is provided pursuant to Rocky Mountain Power Utah tariff schedule 32. This working draft does not constitute a binding offer, shall not form the basis for an agreement by estoppel or otherwise, and is conditioned upon satisfaction of all requirements of schedule 38 (including but not limited to each party's receipt of all required management approvals (including final credit and legal approval)) and all other necessary regulatory approvals. Any actions taken by a party in reliance on the terms (including but not limited to pricing) set forth in this working draft or on statements made during negotiations pursuant to this working draft shall be at that party's own risk. Until this agreement is negotiated, approved by management, signed, delivered and approved by all required regulatory bodies, no party shall have any other legal obligations, expressed or implied, or arising in any other manner under this working draft or in the course of negotiations.

ELECTRIC SERVICE AGREEMENT (RENEWABLE ENERGY)

Between

ROCKY MOUNTAIN POWER

And

CUSTOMER LEGAL NAME

This ELECTRIC SERVICE AGREEMENT (RENEWABLE ENERGY) (this "Agreement"), entered into on this ____ day of _____, 20____, is by and between PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power"), and Customer Legal Name, a STATE corporation ("Customer"), each sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS, Rocky Mountain Power is a provider of retail electric energy and power to retail electric customers,

WHEREAS, Customer owns or has entered into a separate contract with one or more Renewable Energy Facilities to purchase the power and energy from that generating facility for delivery to one or more Customer's Facilities as allowed under Senate Bill 12 ("SB 12") and provided for in Rocky Mountain Power Electric Service Schedule 32, Service from Renewable Energy Facilities,

WHEREAS, Rocky Mountain Power shall purchase the Net Output from the Renewable Energy Facilities and deliver such renewable power and energy to each Customer Facility up to the load requirements of each Customer Facility under this Agreement,

WHEREAS, Customer desires to purchase from Rocky Mountain Power under this Agreement the Delivered Renewable Energy delivered to each Customer Facility,

WHEREAS, Customer desires to purchase from Rocky Mountain Power under this Agreement firm power and energy to meet the requirements of each Customer Facility, net of the Delivered Renewable Energy delivered by Rocky Mountain Power from one or more Renewable Energy Facilities to each of the Customer's Facilities,

WHEREAS, Rocky Mountain Power desires to be the exclusive provider of such firm power and energy to each of the Customer's Facilities, and

WHEREAS, Rocky Mountain Power shall purchase the Excess Renewable Energy from the Renewable Energy Facilities in accordance with the non-firm rates, terms, and conditions approved by the Commission under Schedule 37 and Schedule 38 for purchases from Qualifying Facilities,

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 DEFINITIONS:

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Section 1:

“Agreement” is defined in the Recitals.

“Back-up Contract Power” is defined in the Electric Service Schedule; Back-up Contract Power shall equal Renewable Contract Power for each Facility under this Agreement. Customer Back-up Contract Power in kilowatts (“kW”) for each of its Facilities is shown in Exhibit ____.

“Billing Demand” means, for each Customer Facility under this Agreement, the Demand in kilowatts for the fifteen-minute period of Customer’s greatest use during the Billing Period, determined to the nearest kilowatt, as shown by or computed from Rocky Mountain Power’s meter readings at the Point of Delivery.

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

“Commission” means the Public Service Commission of Utah.

“Demand” means the rate in kilowatts at which electric energy is generated, transferred, or used. Demand measurements are calculated based on integrated average usage over consecutive fifteen-minute periods of time, unless specified otherwise in the applicable Electric Service Schedule or Electric Service Regulations.

“Delivered Renewable Energy” means, in any hour, the amount of Net Output that PacifiCorp delivers to the aggregate of the Customer’s Facilities under this Agreement.

“Effective Date” is defined in Section 2.1.

“Electric Service Regulations” means Rocky Mountain Power's currently effective electric service regulations, titled “Company Rules,” 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.

“Electric Service Schedule” means Rocky Mountain Power's currently effective Electric Service Schedule No. 32, Service from Renewable Energy Facilities, on file with and approved by the Commission, as it may be amended or superseded from time to time with the approval of the Commission and the terms of the Electric Service Schedules. Any requested change in Electric Service Schedule made by Customer will be effective only when submitted in writing.

“Environmental Attributes” means any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the

emission of any gas, chemical, or other substance to the air, soil or water. 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 (SOx), nitrogen oxides (NOx), 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 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) ITCs or any Tax Credits, or certain other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility, (ii) matters designated by PacifiCorp as sources of liability, or (iii) adverse wildlife or environmental impacts.

“Excess Renewable Energy” means, in any hour, the amount of Net Output from the Renewable Energy Facility delivered to the Point of Interconnection in excess of the Delivered Renewable Energy.

“Facility” means each Customer facility, as identified in Exhibit B, that receives power and energy from one or more Renewable Energy Facilities and which Rocky Mountain Power shall provide Firm Power and Energy.

“FERC” means the Federal Energy Regulatory Commission.

“Firm Power and Energy” means electric power expressed in kilowatts and associated energy expressed in kilowatt-hours supplied from Rocky Mountain Power's system resource portfolio and 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 requirements.

“Generation Interconnection Agreement” means the large generator interconnection agreement to be entered into separately between Renewable Energy Facility and Interconnection Provider concerning the Interconnection Facilities.

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

“Green Tag Reporting Rights” means the exclusive right of a purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and include reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any

present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

“Initial Delivery Date” means _____ (Specify date), date of first delivery of Net Output by the Renewable Energy Facility to the Point of Interconnection.

“Interconnection Facilities” means all the facilities installed, or to be installed, for the purpose of interconnecting the Renewable Energy Facility to the System, including electrical transmission lines, upgrades, transformers and associated equipment, substations, relay and switching equipment, and safety equipment.

“Nameplate Capacity Rating” means the maximum installed instantaneous generation capacity of the Renewable Energy Facility, expressed in MW (AC), when operated in compliance with the Generation Interconnection Agreement. The Nameplate Capacity Rating of the Renewable Energy Facility shall not exceed 80 MW.

“Net Output” means all energy and capacity produced by the Renewable Energy Facility, less station use and less transformation and transmission losses and other adjustments (e.g., Seller’s load other than station use), if any. Net Output equals the sum of Delivered Renewable Energy and Excess Renewable Energy as measured at the Point of Interconnection..

“PacifiCorp Transmission” means PacifiCorp, an Oregon corporation, acting in its interconnection or transmission function capacity.

“Point of Delivery” means the point of delivery for all power and energy delivered to each Customer Facility, and shall be at Rocky Mountain Power’s point of metering used for billing each of the Customer’s Facilities as identified in Exhibit C.

“Point of Interconnection” means the point of interconnection between the Renewable Energy Facility and the System, as specified in the Generation Interconnection Agreement with PacifiCorp Transmission for each Renewable Energy Facility, which shall be Rocky Mountain Power’s point(s) of metering used for receipt of Net Output under this Agreement.

“PURPA” means the Public Utility Regulatory Policies Act of 1978.

“QF” means “Qualifying Facility,” as that term is defined in the FERC regulations (codified at 18 CFR Part 292) in effect on the Effective Date.

“Renewable Contract Power” means the specified power in kilowatts the Customer contracts with Rocky Mountain Power to be supplied by the Renewable Energy Facility and delivered by Rocky Mountain Power to the Point of Delivery associated with the Customer Agreement. The quantity of Renewable Contract Power, in any hour, shall not exceed the total output capacity of the Renewable Energy Facility as defined by the Renewable Energy Facility LGIA, Network Resource designation and/or Renewable Energy Facility Nameplate Capacity.

“Renewable Energy” means the metered electric energy in kWh generated by the Renewable Energy Facility at the Point of Interconnection with Rocky Mountain Power adjusted for losses.

“Renewable Energy Contract” means a contract between Rocky Mountain Power and Customer for the sale and delivery of electricity from one or more Renewable Energy Facilities to a Customer requiring the use of Rocky Mountain Power’s transmission or distribution system to deliver the electricity from a Renewable Energy Facility to the delivery location(s) under the Customer Agreement(s).

“Renewable Energy Facility” means a generation facility that derives its energy from a renewable energy source defined in Utah Code Section 54-17-601(1)(b) and located in the state of Utah. A Renewable Energy Facility may be owned by the Customer receiving electricity from the Renewable Energy Facility and/or by a party other than the Customer. The Renewable Energy Facility is more fully described in Exhibit A. Does the REF need to have QF status?

“Renewable Power” means Metered Power in kilowatts generated by the Renewable Energy Facility at the Point of Interconnection, adjusted for losses.

“Supplementary Contract Power” is defined in the Electric Service Schedule; Customer elects Supplementary Contract Power in kW for each of its Facilities as shown in Exhibit D.

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

“Tariff” means the PacifiCorp FERC Electric Tariff Fifth Revised Volume No. 11 Pro Forma Open Access Transmission Tariff, as revised from time to time.

“Total Contract Power” is defined in the Electric Service Schedule as the sum of the Renewable Contract Power and the Supplementary Contract Power, and Total Contract Power is the maximum power that Rocky Mountain Power agrees to supply and have available for delivery to Customer; Total Contract Demand shall in kW for each of its Facilities as shown in Exhibit D, unless otherwise agreed in accordance with the terms of this Agreement.

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means the Western Renewable Energy Generation Information System.

SECTION 2 TERM; COMMENCEMENT OF DELIVERIES

2.1 Term. This Agreement shall become effective when it is executed and delivered

by both Parties and has been approved by the Commission (the “Effective Date”), and, unless earlier terminated as provided herein, shall remain in effect coterminous with the separate agreement between the Renewable Energy Facility and the Customer or until _____ (Specific Date). (the “Term”). In the event that the Commission order approving this Agreement requires any change in this Agreement or imposes any requirement or condition not anticipated by the Parties that may reasonably be expected to make either Party’s performance under this Agreement commercially impracticable, the Parties may negotiate an amendment to this Agreement in an attempt to restore the Parties to the extent possible, to the commercial position prior to such order. If the Parties are unable to enter into such an amendment within thirty (30) days of the entry of the Commission’s order, the Party adversely impacted by such change or condition may terminate this Agreement by providing the other Party notice within thirty (30) days of the entry of the Commission’s order.

2.2 Adverse Order. The rates, terms and conditions in this Agreement are in accordance with the rates, terms and conditions approved by the Commission for purchases under Schedule 32. For purposes of inter-jurisdictional cost allocation, this Agreement assigns the costs of the Agreement situs to the State of Utah. Deliveries in excess of Customer’s load in any hour that are purchased by Rocky Mountain Power as a QF constitutes a “new QF contract” under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised 2010 Protocol (“2010 Protocol”) and, as such, the 2010 Protocol assigns those excess QF costs on a situs basis to the State of Utah.

2.3 Commencement of Receipt and Deliveries. Rocky Mountain Power shall take initial receipt of Net Output, if available, from the Renewable Energy Facilities and make initial deliveries to the Customer’s Facilities beginning on the Initial Delivery Date of this Agreement

SECTION 3 RECEIPT OF RENEWABLE POWER AND ENERGY

3.1 Purchase and Sale. Except as otherwise expressly provided herein, commencing on the Initial Delivery Date and continuing through the Term, Renewable Energy Facility shall sell and make available to PacifiCorp, and PacifiCorp shall purchase and receive the Net Output at the Point of Interconnection. PacifiCorp shall be under no obligation to make any purchase hereunder other than the Net Output, as described above. PacifiCorp shall not be obligated to purchase, receive or pay for Net Output that is not delivered to the Point of Interconnection.

3.2 Delivery of Net Output. On or before the Initial Delivery Date, Renewable Energy Facility shall hold rights sufficient to enable Renewable Energy Facility to deliver Net Output up to the Nameplate Capacity Rating from the Renewable Energy Facility to the Point of Interconnection pursuant to this Agreement throughout the Term.

3.3 Title and Risk of Loss of Net Output. The Renewable Energy Facility shall deliver Net Output to the Point of Interconnection free and clear of all liens, claims and encumbrances. Title to and risk of loss of all Net Output shall transfer from Renewable Energy

Facility to PacifiCorp upon its delivery to PacifiCorp at the Point of Interconnection. Renewable Energy Facility shall be deemed to be in exclusive control of, and responsible for, any damage or injury caused by, all output up to and at the Point of Interconnection. PacifiCorp shall be deemed to be in exclusive control of, and responsible for, any damages or injury caused by, Net Output after the Point of Interconnection.

3.4 Transmission and Interconnection Costs and Charges. The Renewable Energy Facility shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Net Output up to and at the Point of Interconnection, including transmission costs, Transmission Service, and transmission line losses, and any operation and maintenance charges imposed by PacifiCorp Transmission for the Interconnection Facilities. Without limiting the generality of the foregoing, the Renewable Energy Facility, in accordance with the Generation Interconnection Agreement, shall bear all costs associated with the modifications to Interconnection Facilities or the System (including system upgrades) caused by or related to (a) the interconnection of the Renewable Energy Facility with the System and (b) any increase in generating capacity of the Renewable Energy Facility. Renewable Energy Facility shall provide PacifiCorp with a fully executed Generation Interconnection Agreement at least ninety (90) days prior to the Initial Delivery Date of Renewable Power and Energy under this Agreement.

3.5 Station Service. Renewable Energy Facility shall be responsible for arranging and obtaining, at its sole risk and expense, any station service required by the Renewable Energy Facility that is not provided by the Renewable Energy Facility itself.

3.6 Title to Green Tags. PacifiCorp waives any claim to the Renewable Energy Facility or the Customer's ownership of Green Tags under this Agreement.

3.7 Generation in Excess of Customer Load. Excess Renewable Energy shall be purchased by Rocky Mountain Power under the QF power purchase agreement ("PPA") attached in Addendum A. The QF PPA shall be executed and run coterminous with this Agreement.

SECTION 4 DELIVERY OF POWER AND ENERGY

4.1 Scope of Renewable Deliveries. Rocky Mountain Power shall deliver such amounts of Renewable Power and Renewable Energy to the Point of Delivery as Customer requires to meet its site load requirements up to the Renewable Contract Power. At no time shall Rocky Mountain Power be obligated to deliver amounts of Renewable Power and Energy in excess of Demand from the Facility.

4.2 Scope of Firm Back-up and Supplemental Deliveries. Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery in excess of Renewable Power and Energy delivered as Customer requires to meet its site load requirements up to the Total Contract Power, and may deliver additional amounts of Firm Power and Energy necessary to meet Customer's Excess Power, subject to the provisions of Article VIII. At no

time shall Rocky Mountain Power be obligated to deliver amounts of Firm Power and Energy in excess of Demand from the Facility.

4.3 Request for Changes to Back-up Contract Power and Supplementary Contract Power. Upon Rocky Mountain Power's receipt of Customer's written request for deliveries of power and energy above the existing Total Contract Demand, Rocky Mountain Power shall use commercially reasonable efforts to attempt to supply such additional power under terms and conditions acceptable to both Parties. Within fifteen (15) days of the request Rocky Mountain Power shall advise Customer in writing whether the additional power and energy is or can be made available and the terms on which it can be made available. If Rocky Mountain Power and Customer agree in writing that Rocky Mountain Power shall provide Customer with Firm Power and Energy in excess of the Total Contract Demand commitments, the amount of agreed deliveries shall become the new Total Contract Demand amending and superseding the Total Contract Demand specified in this Agreement.

4.4 Customer may reduce Supplementary Contract Power or Back-up Contract Power under the terms specified in the Electric Service Schedule.

4.5 Resale of Power. Customer shall not resell any Renewable Power and Energy or Firm Power and Energy delivered under this Agreement to any other person or entity.

SECTION 5 PRICES, BILLING, AND PAYMENT FOR POWER AND ENERGY

5.1 Delivered Renewable Energy Prices. For the period beginning on the Initial Delivery Date and thereafter during the Term, prices for Delivered Renewable Energy in any hour shall be specified in Exhibit E. Delivery of the Delivered Renewable Energy from the Point of Interconnection to the Customer Facilities at the Points of Delivery shall be in accordance with the Electric Service Schedule.

5.2 Firm Power and Energy Prices. For the period beginning on the Initial Delivery Date and thereafter during the Term, prices for Firm Power and Energy deliveries shall be in accordance with the Electric Service Schedule.

5.3 Excess Renewable Energy Prices. For the period beginning on the Initial Delivery Date and thereafter during the Term, PacifiCorp shall pay to Renewable Energy Facility for Excess Renewable Energy delivered to the Point of Interconnection, the prices specified in Addendum A, Non-Firm Power Purchase Agreement for Schedule 32 (Renewable Energy) between Seller and PacifiCorp.

5.4 Billing. All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy purchased or delivered and the associated charges in accordance with the applicable Electric Service Schedule and any charges permitted or required under the applicable Electric Service Regulations, the sum of which shall

establish the total amount due from Customer for the Billing Period.

5.5 Payments. All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Customer may make payments by check, EDI or wire transfer to an account designated by Rocky Mountain Power. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Rocky Mountain Power shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Rocky Mountain Power determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as quoted in The Wall Street Journal.

5.6 Deposits and Security. Rocky Mountain Power may request deposits to the extent permitted under the Electric Service Regulations and the Electric Service Schedule. In the event of a default by Customer in any of its obligations under this Agreement, the applicable Electric Service Regulations, or the applicable Electric Service Schedule, Rocky Mountain Power may exercise any or all of its rights and remedies under this Agreement, the Electric Service Regulations, or the Electric Service Schedule and under any applicable laws, rules and regulations with respect to any such deposits.

SECTION 6 METERING

6.1 Metering Equipment Rocky Mountain Power shall provide, maintain and test meters and metering equipment required for billing purposes. The parties shall specify the locations for Rocky Mountain Power's installation of metering equipment in Customer's premises, and Customer shall allow Rocky Mountain Power access to such locations without charge during reasonable business hours.

6.2 Telecommunications Facilities. Customer shall provide a dedicated telephone line or other Rocky Mountain Power approved dedicated data access for meter interrogation. Customer shall provide the dedicated access without charge to Rocky Mountain Power.

6.3 Secondary Metering If the Point of Delivery is on the primary side of Customer's transformers, Rocky Mountain Power may elect to install its meter on the secondary side of the transformers, whereupon transformer and other losses occurring between the Point of Delivery and the meter shall be computed and added to the meter readings to determine the demand and energy consumption.

6.4 Transformer Loss Curves If Customer takes service at primary voltage and if secondary metering is used, Customer shall, prior to commencement of service, provide Rocky Mountain Power with transformer loss curves and test data to allow Rocky Mountain Power to calculate transformer losses for billing purposes.

SECTION 7 DELIVERY OPERATIONAL CONSTRAINTS

7.1 Notification Customer shall notify Rocky Mountain Power prior to increasing its consumption of electric power and energy that is allowed under the Electric Service Schedule consistent with normal operating limits of Rocky Mountain Power's electric system, and Customer shall provide sufficient time for Rocky Mountain Power to accommodate such loads. Customer shall also notify Rocky Mountain Power prior to any significant change in load characteristics or installation of devices (such as large power factor correction capacitors, large rectifiers, large adjustable speed drives, etc.) that could impact the operation of Rocky Mountain Power's electric system or Customer's interaction with Rocky Mountain Power's electric system.

7.2 Normal Operating Conditions Customer shall comply with Rocky Mountain Power's Utah Electric Service Requirements. Customer accepts and shall adhere to Rocky Mountain Power's normal operating conditions as provided in the Power Quality section of the Engineering Handbook, including the sections entitled "Voltage Level and Range", "Voltage Balance", and "Voltage Disturbances." (The Rocky Mountain Power Engineering Handbook Power Quality Section provides detailed information, guidelines, and requirements pertaining to operational constraints and power quality.) All measurements of currents and voltages under this Article VI shall be taken at the Point of Delivery.

7.3 Delivery Voltage Rocky Mountain Power shall deliver Renewable Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage of _____ volts.

7.4 Reactive Requirements. Customer shall control and limit the flow of reactive power between Rocky Mountain Power's and Customer's system so as to maintain a Power Factor in accordance with the Electric Service Schedule. Rocky Mountain Power's Billing Demand shall be increased in accordance with the Electric Service Schedule for excessive reactive flow.

7.5 Voltage Fluctuation and Light Flicker In order to receive electric service from Rocky Mountain Power, Customer shall continuously comply with Rocky Mountain Power's "Voltage Fluctuation and Light Flicker" guidelines and with the operating criteria set forth in the Power Quality section of Rocky Mountain Power's Engineering Handbook. If operation outside of these limits is desired, Customer must contact Rocky Mountain Power for engineering studies to be done prior to changing operations such that operation will stay within these limits.

7.6 Harmonic Distortion Customer shall operate the Facility in such a manner so that harmonic distortion and notching falls within Rocky Mountain Power's Harmonic Distortion guidelines and standards as described in the Power Quality section of Rocky Mountain Power's Engineering Handbook.

7.7 Current Imbalance Customer shall operate the Facility in a manner such that Facility steady-state load currents are reasonably balanced between each phase.

7.8 Remediation In the event that the Customer's operations fall outside of the technical requirements of this Agreement, or the Commission's requirements, or adversely affects the operations of Rocky Mountain Power's transmission or distribution system, or other Rocky Mountain Power customers, Rocky Mountain Power shall give written notice of the corrective actions required, and Customer shall have the opportunity for a period of fourteen (14) days to discuss Rocky Mountain Power's requirements. After such fourteen-day period, Rocky Mountain Power shall give Customer its final determination of Rocky Mountain Power's required corrective action. Although Rocky Mountain Power will discuss the corrective action with Customer, final determination of the corrective action required shall be made by Rocky Mountain Power, based on compliance with Rocky Mountain Power's Engineering Handbook guidelines and standards.

Should Customer fail to begin to take corrective action required by Rocky Mountain Power within thirty (30) days after written notice from Rocky Mountain Power or fail to pursue completion of such corrective action with diligence, Rocky Mountain Power may perform such services or supply and install such equipment as it deems necessary to provide corrective action, whereupon Customer shall compensate Rocky Mountain Power for all sums expended, all materials utilized, and all services contracted or performed, by paying a sum equal to 110% of all costs, expenses, material, and labor charges incurred by Rocky Mountain Power, including Rocky Mountain Power's internal material and labor charges and standard overhead costs. Customer shall pay such sums within fifteen (15) days after Rocky Mountain Power has mailed an itemized statement of its charges therefore. If Customer desires to operate outside of these limits, Customer shall pay for studies done by Rocky Mountain Power to determine the impact on other Rocky Mountain Power Customers and whether the proposed operation is acceptable to Rocky Mountain Power.

Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations, Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself to any liability provided Rocky Mountain Power has acted reasonably. If Rocky Mountain Power has performed the work and/or corrective action, as soon as practicable thereafter, Rocky Mountain Power will advise Customer in writing of the work performed or the action taken and will endeavor to arrange for the accommodation of Customer's operations, subject to the terms of this Agreement, the Electric Services Regulations, the guidelines and standards contained in the Rocky Mountain Power Engineering Handbook, Rocky Mountain Power's Utah Electric Service Requirements, and all other applicable rules or regulations. Customer shall be responsible for paying Rocky Mountain Power, upon demand, for all

reasonable costs incurred by Rocky Mountain Power for all work, action, and accommodation performed by Rocky Mountain Power that is consistent with the terms of this paragraph.

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

[Remaining Boilerplate Sections Not Included]

CUSTOMER LEGAL NAME

ROCKY MOUNTAIN POWER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Renewable Energy Facility Description

DRAFT

Exhibit B
Customer Facilities
Point of Delivery for Customer Facilities

Customer to provide
Enter the Name of Customer Facility, address, and RMP account number

Customer Facility	Address	Account #

DRAFT

Exhibit C
Point of Delivery for Customer Facilities

Customer to provide

Enter the Name of Customer Facility and Description of Point of Delivery

Customer Facility	Point of Delivery

DRAFT

Exhibit D
Back-up and Supplemental Contract Demand for Customer Facilities

Customer to provide

Enter the Name of Customer Facility and Back-up and Supplemental Contract Demand in kW

Customer Facility	Back-up Contract Demand (kW)	Supplemental Contract Demand (kW)

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Exhibit E
Delivered Renewable Energy Prices

Year	Price per MWh

Prices for delivery of the Delivered Renewable Energy from the Point of Interconnection to the Customer Facilities at the Points of Delivery shall be in accordance with the Electric Service Schedule.

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Addendum A
Non-Firm Qualifying Facility Power Purchase Agreement for Utah Schedule 32

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