

**ADDENDUM NO. 1
TO
QUALIFYING FACILITY AGREEMENT**

This Addendum No. 1 to Qualifying Facility Agreement, entered into this **12th** day of September, 2016 (Effective Date), is between Tooele Army Depot (TEAD), and PacifiCorp, acting in its merchant function capacity. TEAD and PacifiCorp are referred to collectively as the “Parties.”

RECITALS

- A. TEAD and PacifiCorp are parties to that Qualifying Facility Agreement dated May 10, 2016 (QFA);
- B. After the Effective Date of the QFA, the Parties identified certain mutually agreeable and necessary changes to the QFA;
- C. The Parties desire to amend the QFA as set forth herein to reflect their mutual agreement.

NOW THEREFORE, the parties mutually agree as follows:

- 1. **RECITALS**: Recitals A, B, and C are amended as follows:

A. TEAD owns, operates, and maintains two qualifying facilities for the generation of electric power located in Tooele County, Utah with a total Nameplate Capacity Rating of 3.2 megawatts (“**MW**”): (1) Turbine 1500, 1.5MW (2) Turbine 1510, 1.7 MW; These two qualifying facilities are referred to collectively as “the Facility” (“**Facility**”).

B. TEAD intends to operate the Facility as a Qualifying Facility (as such term is defined in Section 3.2.6 below), and shall commence deliveries by Turbine 1500 and Turbine 1510 under this Agreement at 00:00:01 MPT on September 1, 2016 (“**Initial Delivery Date**”; and

C. TEAD estimates that the average annual Delivered Energy to be delivered by the Facility to PacifiCorp is 782,031 kilowatt-hours (kWh) subject to any limitations created pursuant to any maintenance schedules in **Exhibit D**; additionally, at no point will TEAD deliver more than 3.0 MW; and

- 2. **Section 1.16** is amended as follows:

“Maximum Facility Delivery Rate” means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point of Delivery, as specified in Exhibit A. The Maximum Facility Delivery Rate may not exceed 3.0 MW.

3. Section 1.17 is amended as follows:

“Maximum GIA Delivery Rate” means the maximum rate (kW) at which the GIA allows the Facility to deliver energy to the Point of Delivery.

4. Section 1.35. A new Section 1.35 is included as follows:

“Firm Market Price Index” means (a) 93 percent of the average price reported by Intercontinental Exchange, Inc. (“ICE”) Day-Ahead Palo Verde On-Peak Index, for On-Peak Hours, and (b) 93 percent of the average price reported on the ICE Day-Ahead Palo Verde Off-Peak Index, for Off-Peak Hours. If either index is not available for a given period, for purposes of calculations hereunder, the Firm Market Price Index shall be deemed to equal the volumetrically-weighted average price derived from data published by ICE for the same number of days immediately preceding and immediately succeeding the period in which the index in question was not available, regardless of which days of the week are used for this purpose. If the Firm Market Price Index or its replacement or any component of that index or its replacement ceases to be published or available, or useful for its intended purpose hereunder, during the Term, the Parties shall agree upon a replacement Firm Market Price Index or component an index or component that, after any necessary adjustments, provides the most reasonable substitute quotation of the daily price of electricity for the applicable periods.

5. Section 1.36. A new Section 1.36 is included as follows:

1.34. “Test Energy” means any Net Output during periods prior to the Commercial Operation Date and related Capacity Rights.

6. Section 2.3.3 is amended as follows:

2.3.3 TEAD shall achieve Commercial Operation (“**Scheduled Commercial Operation Date**”) for the facilities as follows:

All Facilities: By 00:00:01 MPT on September 1, 2016

7. Section 2.3.4 is amended as follows:

2.3.4 No later than September 30, 2016, TEAD shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

8. Section 4.2 is amended as follows:

4.2 Commencing on the Initial Delivery Date, TEAD shall have the option, but not the obligation, to provide and deliver all or a portion of the Net Output to PacifiCorp at the Point of Delivery. The amount of Net Output that TEAD actually delivers to PacifiCorp

at the Point of Delivery shall be referred to herein as the “**Delivered Energy.**” TEAD shall not deliver energy at a rate exceeding 3.0 MW on an hour average basis and such excess energy, if any, shall not constitute Delivered Energy. At no point will TEAD deliver more than 3.0 MW on an hour average basis. PacifiCorp shall take all Delivered Energy at the Point of Delivery. Title to the Delivered Energy shall pass from TEAD to PacifiCorp at the Point of Delivery.

9. Section 4.5 is amended as follows:

As a result of the Commission order in Docket No. 12-035-100 dated August 16, 2013, PacifiCorp waives any claim to TEAD’s ownership of Green Tags under this Agreement.

10. Section 5.1.1. A new Section 5.1.1 is included as follows:

5.1.1 Test Energy Before Commercial Operation Date. Between the Effective Date, as defined in section 2.1, and the Commercial Operation Date, TEAD shall deliver to PacifiCorp all Test Energy. PacifiCorp shall credit TEAD for such Test Energy delivered at the Point of Delivery, an amount per MWh equal to the Firm Market Price Index for the applicable hour on the applicable day in the applicable month.

11. Section 6.6 is amended as follows:

6.6. TEAD shall not deliver energy from the Facility to the Point of Delivery at a rate that exceeds the Maximum Facility Delivery Rate. TEAD’s failure to limit such deliveries to the Maximum Facility Delivery Rate shall be a breach of a material obligation.

12. Section 12.1.1 is amended as follows:

12.1.1 TEAD shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney’s fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy delivered by TEAD under this Agreement to and at the Point of Delivery, (b) any facilities on TEAD’s side of the Point of Delivery, (c) TEAD’s operation and/or maintenance of the Facility, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, TEAD or others, excepting only such damage, loss, claim, action or suit as may be caused solely by the fault or gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives. TEAD's obligations herein shall not exceed the amount available in the applicable appropriation or fund and this Agreement shall not be construed to require the appropriation of any additional funds.

13. Section 22.1 is amended as follows:

To PacifiCorp:

All Notices: Street: 825 NE Multnomah Street City: Portland, OR 97232 Attn: Contract Administration, Suite 600 Email: cntadmit@PacifiCorp.com Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Payments: Attn: Wholesale Sales PO Box 5504 Portland, OR 97228 Wire Transfer: To be provided by PacifiCorp in separate letter
Invoices: Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 – 5580	Credit and Collections: Attn: Credit Manager, Suite 700 Phone: (503) 813 -7280 Email: randymurgo@PacifiCorp.com
Scheduling: Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 – 6265	With additional Notices of an Event of Default or Potential Event of Default to: PacifiCorp Attn: General Counsel 1407 W. North Temple, Suite 320 Salt Lake City, Utah 84075 Phone: (801) 220-4734 Facsimile: (801) 220-3299

14. Exhibit A is amended as follows:

The third paragraph beginning with “Stirling Solar Field” is deleted.

The fourth paragraph is amended as follows:

The maximum Nameplate Capacity Rating of the Facility, expressed in MW, when operated consistent with the manufacturer’s recommended power factor and operating parameters is 3.2 MW. The terms of this contract limit the Maximum Facility Delivery Rate to 3.0 MW at any one time.

15. The QFA is not amended except as set forth herein.

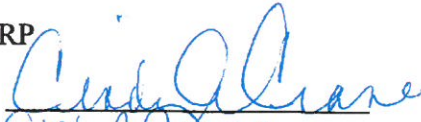
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date:

PACIFICORP

By:

Name:

Title:



Cindy A. Cane
President & CEO

TOOELE ARMY DEPOT

By:

Name:

Title:


James L. Brown
Commander, Tooele Army Depot

QUALIFYING FACILITY AGREEMENT

BETWEEN

TOOELE ARMY DEPOT

AND

PACIFICORP

THIS AGREEMENT is entered into by and between the Tooele Army Depot (TEAD), organized by and operated under the authority of the United States Department of Army, and PacifiCorp, an Oregon corporation (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. TEAD owns, operates, and maintains three qualifying facilities for the generation of electric power located in Tooele County, Utah with a total Nameplate Capacity Rating of 4.9 megawatts (“**MW**”): (1) Turbine 1500, 1.5MW (2) Turbine 1510, 1.7 MW (3) Stirling array, 1.5 MW; These three qualifying facilities are referred to collectively as “the Facility” (“**Facility**”).

B. TEAD intends to operate the Facility as a Qualifying Facility (as such term is defined in Section 3.2.6 below), and shall commence deliveries by Turbine 1500 and Turbine 1510 under this Agreement at 00:00:01 MPT on May 1, 2016 (“**Initial Delivery Date**”; and

C. TEAD estimates that the average annual Delivered Energy to be delivered by the Facility to PacifiCorp is 2,992,984 megawatt-hours (MWh) subject to any limitations created pursuant to any maintenance schedules in **Exhibit D**; additionally, at no point will TEAD deliver more than 3.0 MW; and

D. TEAD intends to utilize all of the output of the Facility to offset power usage on the Tooele Army Depot; and

E. The Agreement constitutes a “New QF Contract” under the PacifiCorp Interjurisdictional Cost Allocation Protocol (“**Protocol**”).

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1. **“As-built Supplement”** shall be a supplement to Exhibit A and Exhibit B, provided by TEAD following completion of construction of the Facility, accurately describing the Facility as actually built.

1.2. **“Billing Period”** means the time period between PacifiCorp's reading of its power purchase billing meters at the Facility in the normal course of PacifiCorp's business. Such periods typically range between twenty-seven (27) and thirty-four (34) days and may or may not coincide with calendar months.

1.3. **“Commission”** means the Public Service Commission of Utah or its successor entity.

1.4. **“Commercial Operation”** means that the Facility is fully operational and reliable and the Facility is fully interconnected, fully integrated, and synchronized with the System, all of which shall be TEAD's responsibility to receive or obtain, and which occurs when all of the following events (a) have occurred, and (b) remain simultaneously true and accurate as of the date and moment on which TEAD gives PacifiCorp notice that Commercial Operation has occurred:

1.4.1. PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating: (1) the Nameplate Capacity Rating of the Facility at the anticipated time of Commercial Operation, of at least the Required Percentage of the Expected Nameplate Capacity Rating, and (2) that the Facility is able to generate electric power reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; and, (3) Start-Up Testing of the Facility shall have been completed;

1.4.2. PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating that, in accordance with the Generation Interconnection Agreement, all required Interconnection Facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with the System in conformance with the Generation Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

1.4.3. PacifiCorp shall have received a certificate from a Licensed Professional Engineer or an opinion from a licensed attorney addressed to PacifiCorp stating that TEAD has obtained or entered into all Required Facility Documents and TEAD has provided copies of any or all Required Facility Documents requested by PacifiCorp.

1.4.4. PacifiCorp shall have received confirmation from the Transmission Provider that the Facility has been designated as a Network Resource and PacifiCorp shall have received confirmation from the Transmission Provider that the transmission service

request has been granted in sufficient capacity to meet or exceed the Maximum Facility Delivery Rate and TEAD has paid all costs associated with any requirements of the transmission service request.

- 1.4.5. TEAD shall provide written notice to PacifiCorp stating when TEAD believes that the Facility has achieved Commercial Operation and its Nameplate Capacity Rating accompanied by the certificates described above. PacifiCorp shall have 10 business days after receipt either to confirm to TEAD that all of the conditions to Commercial Operation have been satisfied or have occurred, or to state with specificity what PacifiCorp reasonably believes has not been satisfied. If, within such 10 business day period, PacifiCorp does not respond or notifies TEAD confirming that the Facility has achieved Commercial Operation, the original date of receipt of TEAD's notice shall be the Commercial Operation Date. If PacifiCorp notifies TEAD within such 10 business day period that PacifiCorp reasonably believes the Facility has not achieved Commercial Operation, TEAD shall address the concerns stated in PacifiCorp's notice to the mutual satisfaction of PacifiCorp. In the event PacifiCorp provides notice of deficiency with regards to the information submitted to establish the Commercial Operation Date then the Commercial Operation Date shall be the date upon which TEAD has addressed the concerns stated in PacifiCorp's notice to PacifiCorp's reasonable satisfaction.

1.5. **“Commercial Operation Date”** means the date that the Facility is deemed by PacifiCorp to be in Commercial Operation.

1.6. **“Contract Year”** means a twelve (12) month period commencing 00:00:01 Mountain Prevailing Time (“MPT”) on January 1 and ending at 24:00:00 MPT on December 31 of the calendar year.

1.7. **“Delivered Energy”** is defined in Section 4.2 of this Agreement.

1.8. **“Emissions Reduction Credit”** is any credit, allowance or instrument issued or issuable pursuant to a state implementation plan under the Clean Power Plan promulgated by the Environmental Protection Agency under the Clean Air Act.

1.9. **“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; (b) all Emissions Reduction Credits; and (c) 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) 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.

1.10. **"Facility"** means TEAD's wind generation facility as described in the Recitals and **Exhibit A** of this Agreement.

1.11. **"Generator Interconnection Agreement"** or **"GIA"** means the Small Generator Interconnection Agreement entered into separately between TEAD and PacifiCorp Transmission dated October 2, 2015, providing for the construction, operation, and maintenance of PacifiCorp Transmission's Interconnection Facilities required to accommodate deliveries of Seller's Net Output.

1.12. **"Green Tags"** means (a) the Environmental Attributes associated with all Output, 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 Facility.

1.13. **"Initial Delivery Date"** means the earliest date TEAD may deliver Delivered Energy under this Agreement, as set forth in Recital B.

1.14. **"Interconnection Facilities"** means all the facilities and ancillary equipment used to interconnect the Facility to the System, as defined in the GIA.

1.15. **"Licensed Professional Engineer"** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Utah, who has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation and/or opinion. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations and opinions required by this Agreement shall not constitute a prohibited economic relationship, association or nexus with the TEAD.

1.16. **"Maximum Facility Delivery Rate"** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point of Delivery, as specified in Exhibit A. The Maximum Facility Delivery Rate may not exceed the Maximum GIA Delivery Rate.

1.17. **"Maximum GIA Delivery Rate"** means the maximum rate (kW) at which the GIA allows the Facility to deliver energy to the Point of Delivery and is set forth in Exhibit A.

1.18. **"Nameplate Capacity Rating"** means the maximum capacity of the Facility, expressed in MW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in **Exhibit A**. At no point will TEAD deliver in excess of 3.0 MW.

1.19. **"Net Dependable Capacity"** means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations and reduced by the capacity required for station service or auxiliaries. For purposes of this Agreement, Net Dependable Capacity shall be the Nameplate Capacity Rating less the capacity required for station service or auxiliaries.

1.20. **"Net Output"** means all energy produced by the Facility, less station use and less transformation and transmission losses and other adjustments, if any.

1.21. **"Network Service Provider"** means PacifiCorp Transmission, as a provider of network service to PacifiCorp under the Tariff.

1.22. **"On-Peak"** means the following: October through April inclusive, 7:00 a.m. to 11:00 p.m., Monday thru Friday, except holidays. May through September inclusive, 1:00 p.m. to 9:00 p.m., Monday thru Friday, except holidays. Holidays include only New Year's Day, President's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday or Sunday, the Friday before the holiday (if the holiday falls on a Saturday) or the Monday following the holiday (if the holiday falls on a Sunday) will be considered a holiday and consequently Off-Peak.

1.23. **"Off-Peak"** means those hours that are not On-Peak hours.

1.24. **"PacifiCorp Transmission"** means PacifiCorp, an Oregon corporation, acting in its interconnection and transmission function capacity or its successor.

1.25. **"Point of Delivery"** means the high side of the generation step-up transformer(s) located at the Point of Interconnection between the Facility and PacifiCorp's transmission system, as defined and specified in the Generation Interconnection Agreement and in **Exhibit B**.

1.26. **"Prime Rate"** means the then effective US Prime Rate as published in the Eastern print edition of the Wall Street Journal.

1.27. **"Prudent Electrical Practices"** means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

1.28. **"Required Facility Documents"** means all of the permits and other authorizations, rights and agreements now or hereafter necessary for construction, operation, and maintenance of the Facility. The Required Facility Documents are set forth in Exhibit C.

1.29. “**Scheduled Commercial Operation Date**” means the date by which TEAD promises to achieve the Commercial Operation Date, as specified in Section 2.3.3.

1.30. “**Scheduled Maintenance Periods**” means those times, as reflected in **Exhibit D**, during which the Facility is anticipated to be shut down for routine maintenance with the advance notice to PacifiCorp as provided in Section 6.2.

1.31. “**System**” means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions required to interconnect the Facility, all as set forth in the GIA.

1.32. “**Tariff**” means the PacifiCorp Transmission FERC Electric Tariff Seventh Revised Volume No.11 Pro Forma Open Access Transmission Tariff or the Transmission Provider’s corresponding FERC tariff or both, as revised from time to time.

1.33. “**Transmission Provider**” means PacifiCorp Transmission or a successor, including any regional transmission organization (“RTO”).

1.34. “**Transmission Service**” means, if applicable, the transmission services pursuant to which the Transmission Provider transmits Output to the Point of Delivery, as applicable.

SECTION 2: TERM

2.1 This Agreement shall become effective upon execution by both Parties (“**Effective Date**”). Energy delivery under this Agreement shall not commence prior to the Initial Delivery Date. For purposes of inter-jurisdictional cost allocation, this Agreement constitutes a “New QF Contract” under the PacifiCorp Inter-Jurisdictional Cost Allocation Protocol and, as such, the costs of those QF provisions are allocated as a system resource unless any portion of those costs exceed the cost PacifiCorp would have otherwise incurred acquiring comparable resources. In that event, the Revised Protocol assigns those excess costs on a *situs* basis to the State of Utah. The rates, terms and conditions in this Agreement are in accordance with the rates, terms and conditions approved by the Commission for purchases from qualifying facilities. In addition, for the purposes of inter-jurisdictional cost allocation, PacifiCorp represents that the costs of this Agreement do not exceed the costs PacifiCorp would have otherwise incurred acquiring resources in the market that are defined as “Comparable Resources” in Appendix A to the Inter-Jurisdictional Cost Allocation Revised Protocol. In the event that the Commission order approving this Agreement contains 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 notice within ninety (90) days of the entry of the Commission's order.

2.2. This Agreement shall terminate at 24:00:00 MPT on the date that is ten (10) years from the Commercial Operation Date, unless terminated earlier as otherwise set forth herein, or as otherwise mutually agreed by the parties hereto.

2.3 Time is of the essence for this Agreement, and TEAD's ability to meet certain requirements prior to the Commercial Operation Date and TEAD's ability to deliver Delivered Energy by the Scheduled Commercial Operation Date is critically important. Therefore,

2.3.1 TEAD has provided PacifiCorp with a copy of the executed GIA, which is consistent with all material terms and requirements of this Agreement.

2.3.2 By the Commercial Operation Date, TEAD shall: (i) provide all information and pay all fees the Transmission Provider requires to designate the Facility as a Network Resource in accordance with the Tariff; and (ii) provide all information reasonably required by PacifiCorp to submit a transmission service request for the Facility to the Transmission Provider pursuant to the Tariff.

2.3.3 TEAD shall achieve Commercial Operation ("**Scheduled Commercial Operation Date**") for the facilities as follows:

Wind Turbine 1500: By 00:00:01 MPT on May 3, 2016

Wind Turbine 1510: By 00:00:01 MPT on June 1, 2016

Stirling Array: By 00:00:01 MPT on September 1, 2016

2.3.4 No later than the Commercial Operation Date, TEAD shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

3.1.1 PacifiCorp is duly organized and validly existing under the laws of the state of Oregon.

3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.4 Subject to Commission approval, the execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.

3.1.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its

terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2 TEAD represents, covenants, and warrants to PacifiCorp that:

3.2.1 TEAD is organized and operated under the authority of the United States Department of Army and is authorized to conduct its business in Utah.

3.2.2 TEAD has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required Generation Interconnection Agreements.

3.2.3 TEAD's directors, officers, management or other authorized persons have taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.2.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on TEAD or any valid order of any court, or any regulatory agency or other body having authority to which TEAD is subject.

3.2.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of TEAD, enforceable against TEAD in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2.6 The Facility is and shall for the term of this Agreement continue to be a **"Qualifying Facility"** ("**QF**") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. TEAD has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("**FERC**") self-certification to PacifiCorp prior to PacifiCorp's execution of this Agreement. At any time during the term of this Agreement, PacifiCorp may, at TEAD's sole expense, require TEAD to provide PacifiCorp with evidence satisfactory to PacifiCorp in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements and, if PacifiCorp is not satisfied that the Facility qualifies for such status, a written legal opinion from an Army attorney stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may reasonably request) demonstrating that TEAD has maintained and will continue to maintain the Facility as a QF.

3.2.7 All Required Facility Documents are listed on Exhibit C. Pursuant to the Required Facility Documents, TEAD holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other later date as may be specified under Requirements of Law), and will maintain for the Term all material authorizations, rights and entitlements necessary to construct, own and operate the Facility and to deliver Delivered Energy to PacifiCorp in accordance with this Agreement. The anticipated use of the Facility complies with all applicable restrictive covenants affecting the premises on which the Facility is located. Following the Commercial Operation Date, TEAD shall notify PacifiCorp of any additional material consent or approval that is required for the operation and maintenance of the Facility promptly after TEAD makes any such determination.

3.3 If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice shall be given as soon as practicable after the occurrence of each such event.

SECTION 4: DELIVERY OF POWER

4.1 Commencing on the Initial Delivery Date and continuing through the term of this Agreement, TEAD shall make available and provide to PacifiCorp, and PacifiCorp shall accept delivery of the Delivered Energy from the Facility at the Point of Delivery as more particularly described in Section 4.2 hereto.

4.2 Commencing on the Initial Delivery Date, TEAD shall have the option, but not the obligation, to provide and deliver all or a portion of the Net Output to PacifiCorp at the Point of Delivery. The amount of Net Output that TEAD actually delivers to PacifiCorp at the Point of Delivery shall be referred to herein as the “**Delivered Energy**.” TEAD shall not deliver energy at a rate exceeding the Nameplate Capacity Rating on an hour average basis and such excess energy, if any, shall not constitute Delivered Energy. At no point will TEAD deliver more than 3.0 MW on an hour average basis. PacifiCorp shall take all Delivered Energy at the Point of Delivery. Title to the Delivered Energy shall pass from TEAD to PacifiCorp at the Point of Delivery.

4.3 As long as PacifiCorp is the sole electrical provider to TEAD, TEAD shall not, for the purpose of net billing, make available or provide Net Output to any entity other than PacifiCorp prior to the termination date specified in Section 2.2. TEAD shall have no minimum delivery obligation under this Agreement. TEAD may elect to self supply its own power usage at the same location as the Facility with any portion of Net Output instead of providing such Net Output to PacifiCorp as Delivered Energy under this Agreement. For purposes of this Agreement, PacifiCorp shall assume, unless given notice by TEAD otherwise, that TEAD desires to deliver to PacifiCorp only those quantities of Net Output that exceed TEAD’s own power usage at the Tooele Army Depot. TEAD shall provide PacifiCorp

written notice prior to the Tooele Army Depot taking any actions that materially modify (increase or decrease) the existing electric usage at the Tooele Army Depot.

4.4 TEAD shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output at a rate exceeding the Nameplate Capacity Rating through any means including, but not limited to, replacement of, modification of, or addition of existing equipment, except with the written consent of PacifiCorp. Such consent shall not be unreasonably withheld, conditioned or delayed. To the extent not otherwise provided in the Generation Interconnection Agreement, all costs associated with the modifications to PacifiCorp's interconnection facilities or electric system occasioned by or related to the interconnection of the Facility with PacifiCorp's system, or any increase in generating capability of the Facility, or any increase of the Net Dependable Capacity from the Facility, shall be borne by TEAD.

4.5 As a result of the Commission order in Docket No. 12-035-100 dated August 16, 2013, PacifiCorp waives any claim to Seller's ownership of Green Tags under this Agreement.

SECTION 5: PRICE

5.1 In consideration for its acceptance of the Delivered Energy PacifiCorp shall credit TEAD the Volumetric Winter and Summer Energy Prices for On-Peak and Off-Peak Hours, Levelized Prices for Net Output, as contained on sheet 37.4 of Schedule 37 in effect as of the Effective Date, up to the Maximum Delivery Rate, as set forth in Section 10. Schedule 37 is contained in Exhibit 5.1. TEAD shall not be entitled to any compensation over and above the Contract Price or the Test Energy price, as the case may be for any Net Output or Capacity Rights associated therewith or any Green Tags later determined to be PacifiCorp's pursuant to Section 4.5.

5.2 The amount of Delivered Energy accepted by PacifiCorp in any Billing Period will be calculated as follows:

Delivered Energy (MWh) = the sum of the hourly kW out meter reads for meter 38650343.

Delivered Energy is the Net Output from the Facility less the internal retail energy usage at TEAD's Facility.

5.3 Costs and Charges. TEAD 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 Delivery, including transmission costs, Transmission Service, and transmission line losses, and any operation and maintenance charges imposed by Interconnection Provider and Transmission Provider for the Interconnection Facilities. PacifiCorp shall be responsible for all costs or charges, if any, imposed in connection with the delivery of Net Output at and from the Point of Delivery, including transmission costs and transmission line

losses and imbalance charges or penalties. Without limiting the generality of the foregoing, TEAD, 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 Facility with the System and (b) any increase in generating capacity of the Facility.

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

5.5 Taxes. TEAD shall pay or cause to be paid when due, or reimburse PacifiCorp for, all existing and any new sales, use, excise, severance, ad valorem, and any other similar taxes, imposed or levied by any Governmental Authority on the Net Output, Capacity Rights or Green Tags (if owned by PacifiCorp as provided in Section 4.6) up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or TEAD under Requirements of Law. PacifiCorp shall pay or cause to be paid when due all such taxes imposed or levied by any Governmental Authority on the Net Output, Capacity Rights or Green Tags (if owned by PacifiCorp as provided in Section 4.6) beyond the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or TEAD under Requirements of Law. The Contract Price shall not be adjusted on the basis of any action of any Governmental Authority with respect to changes to or revocations of sales and use tax benefits, rebates, exception or give back. In the event any taxes are imposed on a Party for which the other Party is responsible hereunder, the Party on which the taxes are imposed shall promptly provide the other Party notice thereof and such other information as such Party may reasonably request with respect to any such taxes.

5.6 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof and subject to Section 5.4, TEAD shall be solely responsible for paying when due (a) all costs of owning and operating the Facility in compliance with existing and future Requirements of Law and the terms and conditions hereof, and (b) all taxes and charges (however characterized) now existing or hereinafter imposed on or with respect to the Facility, its operation, or on or with respect to emissions or other environmental impacts of the Facility, including any such tax or charge (however characterized) to the extent payable by a generator of such energy or environmental attributes.

SECTION 6: OPERATION AND CONTROL

6.1 TEAD shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to accept Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or

in part, pursuant to the GIA, or to the extent generation curtailment is required as a result of TEAD's non-compliance with the GIA.

6.2 After the Initial Delivery Date, TEAD may cease operation of the entire Facility or individual units, if applicable, for Scheduled Maintenance Periods not to exceed a total of sixty (60) days each Contract Year at such times as are provided in the monthly maintenance schedule set forth as Exhibit D

6.3 If the Facility ceases operation for unscheduled maintenance, then as soon as is commercially reasonable, TEAD shall notify PacifiCorp of the necessity of such unscheduled maintenance, the time when such shutdown has occurred or will occur, and the anticipated duration of such shutdown. TEAD shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during Off-Peak hours.

6.4 For each month commencing on the Initial Delivery Date, TEAD shall provide PacifiCorp estimates of Delivered Energy to be delivered. TEAD shall provide such estimates, and any changes thereto, to PacifiCorp on the first business day of the month preceding the month of the estimated delivery, or as soon thereafter as practicable. TEAD shall provide such estimates and changes thereto to PacifiCorp's scheduling personnel per Section 22. Such estimates shall be based on the best information available. The Parties agree that the estimates are only estimates and, therefore, are not binding on TEAD.

6.5 TEAD does not guarantee availability of the Facility; however, TEAD agrees to notify PacifiCorp of unplanned outages and will use reasonable commercial efforts to keep the Facility operating at highest availability for providing Delivered Energy to PacifiCorp.

6.6 TEAD shall not deliver energy from the Facility to the Point of Delivery at a rate that exceeds the Maximum GIA Delivery Rate. TEAD's failure to limit such deliveries to the Maximum GIA Delivery Rate shall be a breach of a material obligation.

6.7 With respect to any and all scheduling requirements for the Facility (a) TEAD shall cooperate with PacifiCorp with respect to scheduling Net Output and provide all reasonable scheduling information requested by PacifiCorp, and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising hereunder.

6.7.1 TEAD will provide generation output data to PacifiCorp for forecasting purposes. The output data shall be provided, pursuant to the Generator Interconnection Agreement, no less than every 5 minutes. TEAD will pay PacifiCorp its cost to forecast the Net Output from the Facility, which is currently \$43 per month, throughout the term of this Agreement. PacifiCorp may deduct its forecasting costs pursuant to Section 10.1 of this Agreement.

6.8 TEAD acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser under this Agreement, has no responsibility for or control over PacifiCorp Transmission or any successor Transmission Provider and that interaction between PacifiCorp

and PacifiCorp Transmission are at arm's length pursuant to the Tariff and FERC Order No. 888 and related regulation.

SECTION 7: FUEL/MOTIVE FORCE

7.1 PacifiCorp shall have no obligation to procure or pay for any fuel that might be used in the operation of the Facility.

SECTION 8: ENERGY ACCEPTANCE

8.1 PacifiCorp shall not be obligated to purchase, accept, receive, pay for, or pay any damages associated with, Net Output (or associated Production Tax Credits, Green Tags or Environmental Attributes, if any) if such Net Output (or associated Production Tax Credits, Green Tags or Environmental Attributes) is not delivered to the System or Point of Delivery due to any of the following: (a) the interconnection between the Facility and the System is disconnected, suspended or interrupted, in whole or in part, consistent with the terms of the GIA, (b) the Transmission Provider or Network Service Provider directs a general curtailment, reduction, or redispatch of generation in the area (which would include the Net Output) for any reason, even if such curtailment or redispatch directive is carried out by PacifiCorp, which may fulfill such directive by acting in its sole discretion; or if PacifiCorp curtails or otherwise reduces the Net Output in order to meet its obligations to the Transmission Provider or Network Service Provider to operate within system limitations, (c) the Facility's Net Output is not received because the Facility is not fully integrated or synchronized with the System, or (d) an event of Force Majeure prevents either Party from delivering or receiving Net Output.

8.2 Upon termination of each curtailment, each Party having knowledge of the curtailment shall transmit to the other Party, within ten (10) business days, a written statement documenting the cause of curtailment, the time curtailment commenced, the amount of curtailment during each hour of the curtailment period, and the time curtailment ended.

SECTION 9: METERING

9.1 PacifiCorp shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the GIA.

9.2 Metering shall be performed at the location and in the manner specified in the GIA, and section 5.2 of this Agreement.

9.3 The metering equipment will be inspected, tested, repaired and replaced as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses Inaccurate Metering as defined in the Generation Interconnection Agreement, a correction will be made as provided in that agreement. Any correction in billings or payments resulting from a correction in the meter records shall be settled and netted in accordance with Section 10 of this Agreement.

9.4 To the extent not otherwise provided in the Generation Interconnection Agreement, all PacifiCorp's costs relating to all metering equipment installed to accommodate TEAD's Facility shall be borne by TEAD.

9.5 TEAD shall provide telemetering equipment and facilities capable of telephonic interrogation by PacifiCorp pursuant to the Generation Interconnection Agreement, and will operate such equipment to indicate Net Output.

9.6 Metering shall be performed at the location and in the manner specified in Exhibit B and the GIA. All quantities of energy accepted hereunder shall be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the credited amount reflects the net amount of energy flowing into PacifiCorp's system at the Point of Delivery. The loss adjustment shall be a reduction of 2% per annum of the kWh energy production recorded on the Facility output meter until actually measured and calibrated at the meter by PacifiCorp and documented in a signed letter to TEAD from PacifiCorp's QF Contracts Administrator.

SECTION 10: BILLINGS, COMPUTATIONS AND PAYMENTS

10.1 On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall credit TEAD's main account for TEAD's deliveries of Delivered Energy to PacifiCorp, together with computations supporting such credit. PacifiCorp may offset any such credit to reflect amounts owing from TEAD to PacifiCorp pursuant to this Agreement, the GIA, or any other agreement between the Parties.

10.2 PacifiCorp shall have up to thirty-six (36) months to adjust any credit made pursuant to Section 10.1. In the event PacifiCorp determines it has overcredited TEAD, PacifiCorp may adjust TEAD's future credit accordingly in order to correct the error in a reasonable time.

10.3 If either Party, in good faith, disputes any amount due pursuant to an invoice rendered hereunder, such Party shall notify the other Party of the specific basis for the dispute and, if the invoice shows an amount due, shall pay that portion of the statement that is undisputed, on or before the due date. Except with respect to invoices being adjusted pursuant to Section 10.2, any such notice shall be provided within two (2) years of the date of the invoice in which the error first occurred. If any amount disputed by such Party is determined to be due to the other Party, or if the Parties resolve the payment/credit dispute, the amount due shall be paid within five (5) business days after such determination or resolution, along with interest in accordance with Section 10.4.

10.4 Any amounts owing after the due date thereof, including amounts disputed under Section 10.3, shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

SECTION 11: DEFAULT AND REMEDIES

11.1 The following events shall constitute defaults under this Agreement:

11.1.1 Failure of a Party to perform any material obligation (including, but not limited to achieving the milestones in Section 2.3) imposed upon that Party by this Agreement or breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice to the defaulting Party. The thirty (30) day cure period shall be extended by an additional sixty (60) days if (a) the failure cannot reasonably be cured within the thirty (30) day cure period despite diligent efforts, (b) the default is capable of being cured within the additional sixty (60) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

11.1.2 A Party (a) makes an assignment for the benefit of its creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (c) becomes insolvent; or (d) is unable to pay its debts when due.

11.1.3 TEAD's failure to cure any default under the Generation Interconnection Agreement within the time allowed for a cure under such agreement.

11.1.4 TEAD's failure to achieve Commercial Operation by the Scheduled Commercial Operation Date, if such failure is not cured within sixty (60) days following written notice to the defaulting Party.

11.1.5 TEAD's making available or providing Net Output for net billing purposes to any entity other than PacifiCorp so long as PacifiCorp is the sole electrical provider.

11.2 In the event of any default hereunder that is not cured in the manner and within the time provided for in the Agreement, the non-defaulting Party may terminate this agreement at its sole discretion by delivering written notice of the termination to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement. The rights provided in this Section 11 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

11.3 In the event this Agreement is terminated because of TEAD's default and TEAD wishes to again provide Net Output from the Facility, or any other electric generation facility constructed on the same premise as is to be the location of the Facility, to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that TEAD shall do so subject to

the terms of this Agreement, including but not limited to the contract prices, until the termination date set forth in Section 2.2.

11.4 Upon an event of default or termination event under this Agreement, in addition to and not in limitation of any other right or remedy under contract or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract or agreement between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

SECTION 12: INDEMNIFICATION AND LIABILITY

12.1 TEAD and PacifiCorp shall release, indemnify, protect and hold harmless each other as follows:

12.1.1 TEAD shall release, indemnify and hold harmless PacifiCorp, its directors, officers, agents, and representatives against and from any and all loss, fines, penalties, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with (a) the energy delivered by TEAD under this Agreement to and at the Point of Delivery, (b) any facilities on TEAD's side of the Point of Delivery, (c) TEAD's operation and/or maintenance of the Facility, or (d) arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, TEAD or others, excepting only such damage, loss, claim, action or suit as may be caused solely by the fault or gross negligence of PacifiCorp, its directors, officers, employees, agents or representatives.

12.1.2 PacifiCorp shall release, indemnify and hold harmless TEAD, its officers, directors, employees, agents, and representatives against and from any and all loss, claims, actions or suits, including costs and attorney's fees, both at trial and on appeal, resulting from, or arising out of or in any way connected with the energy delivered by TEAD under this Agreement after the Point of Delivery or arising from this Agreement, including without limitation any loss, claim, action or suit, for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property, excepting only such damage, loss, claim, action or suit as may be caused solely by the fault or gross negligence of TEAD, its partners, officers, employees, agents, lenders or representatives.

12.2 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor

affect the status of PacifiCorp as an independent public utility corporation or TEAD as an independent individual or entity.

12.3 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

SECTION 13: FORCE MAJEURE

13.1 As used in this Agreement, “Force Majeure” or “an event of Force Majeure” means any cause beyond the reasonable control of TEAD or of PacifiCorp which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force to operate the Facility or changes in market conditions that affect the price of energy or transmission. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

13.1.1 the non-performing Party shall, within five (5) days after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

13.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure; and

13.1.3 the non-performing Party uses its reasonable commercial efforts to remedy its inability to perform.

13.2 No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.

13.3 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to the Party's best interests.

13.4 Either party may terminate the Agreement for inability to perform, due to a Force Majeure event, within 180 days after the occurrence of the initial event that caused the Force Majeure.

SECTION 14: REGULATORY TERMINATION

PacifiCorp may terminate this Agreement if TEAD (i) suspends operations at the Facility for more than thirty (30) days as the result of a regulatory or legal action by either the State of Utah or the United States Environmental Protection Agency which has become final without further appeal or (ii) loses its QF certification.

SECTION 15: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties.

SECTION 16: CHOICE OF LAW

This Agreement is subject to the Contract Dispute Act 41 USC 601-613, except to the extent disputes are subject to the regulatory jurisdiction of Federal, state or other regulatory bodies. This Agreement is also subject to the requirements of state law with respect to the establishment of rates set by the Utah Public Service Commission.

SECTION 17: PARTIAL INVALIDITY

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties to this Agreement.

SECTION 18: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

SECTION 19: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. PacifiCorp's compliance with the terms of this

Agreement is conditioned on TEAD's submission to PacifiCorp prior to the Initial Delivery Date and maintaining thereafter copies of all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility.

SECTION 20: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction or as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 21: ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's acceptance of Delivered Energy from the Facility commencing on the Initial Delivery date. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

SECTION 22: NOTICES

22.1 All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

To PacifiCorp:

All Notices: Street: 825 NE Multnomah Street City: Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 5952 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Payments: Attn: Wholesale Sales PO Box 5504 Portland, OR 97228 Wire Transfer: To be provided by PacifiCorp in separate letter
Invoices: Attn: Back Office, Suite 600 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Credit and Collections: Attn: Credit Manager, Suite 400 Phone: (503) 813 - 5684 Facsimile: (503) 813 - 5609
Scheduling: Attn: Resource Planning, Suite 600	With additional Notices of an Event of Default or Potential Event of Default to:

Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	PacifiCorp Energy Attn: General Counsel 1407 W. North Temple, Suite 320 Salt Lake City, Utah 84075 Phone: (801) 220-4568 Facsimile: (801) 220-3299
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To TEAD:

Roland Howard 435-833-3717 Roland.o.howard.civ@mail.mil	Royal Rice 435-830-6414 Royal.d.rice.civ@mail.mil
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22.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 22.

SECTION 23: COUNTERPARTS


This Agreement may be executed in counterparts. Signed copies of such counterparts may be transmitted to the Parties via facsimile or electronic mail. Electronically transmitted signed counterparts shall have the same effect as originals as between the Parties.

SECTION 24: JURY TRIAL WAIVER

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PACIFICORP

By: 
Name: Cindy Crane
Title: President & CEO, Rocky Mountain Power
Date: 5/5/14

UNITED STATES DEPARTMENT OF ARMY

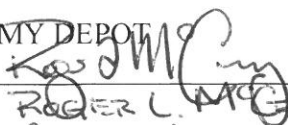
TOOELE ARMY DEPOT

By:

Name:

Title:

Date:


ROGER L. MCCREARY

COMMANDER

10 MAY 16

EXHIBIT A DESCRIPTION OF TEAD'S FACILITY

Wind Turbine #1 (1500) - The single CPC FD77-1500-IIIA wind turbine generator (WTG) is a 3 blade, horizontal-axis, 80meter, AC excited double fed asynchronous commercial onshore power generation unit. The generator name plate is rated to produce 1560kW @ 60Hz.

Wind Turbine #2 (1510) - The single GE 1.7-103 HH IEC Class S wind turbine generator (WTG) is a 3 blade, horizontal-axis, 80meter, doubly fed asynchronous commercial onshore power generation unit. The generator name plate is rated to produce 1715kW @ 60Hz.

Stirling Solar Field- The 429 PowerDish solar generators consist of a Stirling generator and cooling system, concentrator, slew drive motors, Heater Control Module (HCM) Enclosure and power conditioning and control electronics. Each PowerDish is name plate rated to produce 3,500 watts. The PowerBlock consist of a group of 64 PowerDish solar generators, 8 strings of 8 units, all feeding a single inverter. The PowerBlock includes the inverter, an uninterruptible power supply (UPS) a control and communication module (CCM), a global positioning system (GPS) antenna, anemometer, and supporting switchgear, wiring, and communication equipment. The Stirling PowerDish Array Field consists of seven (7) PowerBlocks (A, B, C, D, F, G, & H), a weather station, and FMS (field management system). PowerBlock "H" is a partial PowerBlock with 19 PowerDish slated for "Future" expansion.

TEAD Confirmation: TEAD hereby confirms that the information in this Exhibit A is correct as of 4/28/2016.

EXHIBIT B
POINT OF DELIVERY / PARTIES' INTERCONNECTION FACILITIES

Instructions to Seller:

1. Include description of point of metering, and Point of Delivery
2. Provide interconnection single line drawing of Facility including any transmission facilities on Seller's side of the Point of Delivery.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

GIA
Retail Service Agreement
Permits

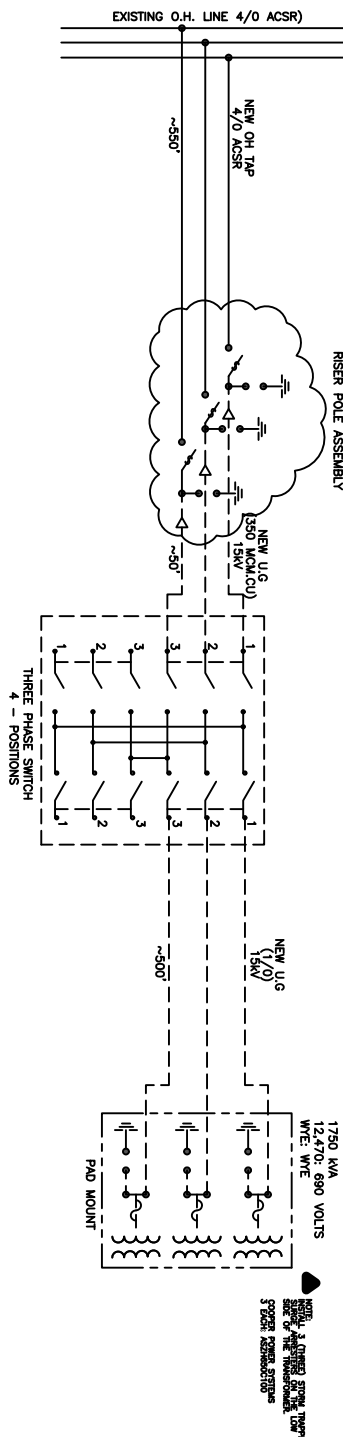
EXHIBIT D
MONTHLY MAINTENANCE SCHEDULES

EXHIBIT 5.1
PRICING (\$/MWh)

Winter		Summer	
HLH	LLH	HLH	LLH
\$30.41	\$24.88	\$37.12	\$26.59

EXHIBIT G
QRE AGREEMENT
(Not Applicable)

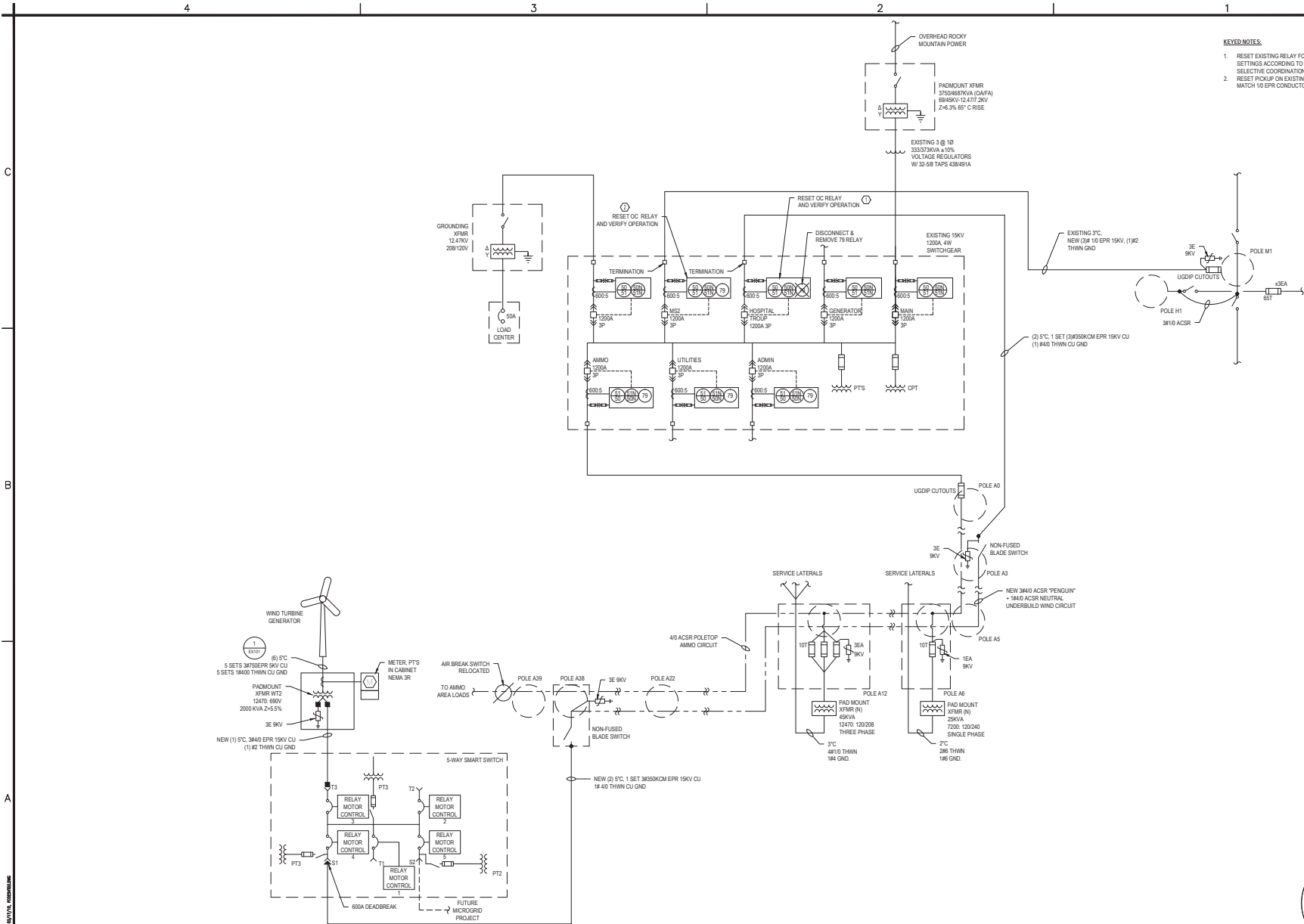
I HEREBY CERTIFY THAT THE MATERIAL SHOWN AND MARKED IN THIS DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH THE REQUIREMENTS OF THE SPECIFICATIONS AND ALLOCATED SPACES, AND IS SUBMITTED FOR GOVERNMENT APPROVAL.
 CERTIFIED BY: JOC MANAGER DATE: _____



SEE DRAWING FOR THE LOCATION OF THE TRANSFORMER

Sheet No. 11 of 15

TOOLE AD EOP WIND TURBINE GENERATOR (TEAD) TOOLE ARMY DEPOT, RFP NO. W91238-06-R-1541P1 ELECTRICAL LINE DRAWING	SGS ENGINEERING LLC 401 50TH STREET LUBBOCK, TEXAS 79404 DEPARTMENT OF THE ARMY SACRAMENTO DISTRICT, CORPS OF ENGINEERS SACRAMENTO, CALIFORNIA	Designed by: M.L.R. Date: 10/07/09 Drawn by: J.S. Date: 10/07/09 Checked: _____ Date: _____ Submitted by: _____ Date: _____	Title: 10/07/09 Design file no: 10-07-09 Drawing Code: 10-07-09 Type: 10-07-09 (1 of 15) File no: 10-07-09 (1 of 15) Job no: 10-07-09 (1 of 15) Job code: 10-07-09 (1 of 15)	4-22-11 NO REDRAWN, AS-BUILT (AS) 12/09/09 ADD LIGHTNING ARRESTERS TO LOW-SIDE TRANSFORMER 10/01/09 100% STRUCTURAL DESIGN / 60% GROUND & ELECTRICAL
		Sheet number: 11 of 15 E-2		
		TOOLE AD EOP WIND TURBINE GENERATOR (TEAD) TOOLE ARMY DEPOT, RFP NO. W91238-06-R-1541P1 ELECTRICAL LINE DRAWING		
		TOOLE AD EOP WIND TURBINE GENERATOR (TEAD) TOOLE ARMY DEPOT, RFP NO. W91238-06-R-1541P1 ELECTRICAL LINE DRAWING		



- KEYED NOTES:**
1. RESET EXISTING RELAY FOR OVER CURRENT SETTINGS ACCORDING TO ENGINEER'S SELECTIVE COORDINATION STUDY
 2. RESET PICKUP ON EXISTING RELAY HIGHER TO MATCH 1/0 EPR CONDUCTOR



Revision	Description	By	Date
1	ISSUED FOR CONSTRUCTION	KEITH D. GAHNER	10/10/2015

Designed by	10/10/2015	Rev.	10/10/2015
Drawn by	10/10/2015	Checked by	10/10/2015
Reviewed by	10/10/2015	Submitted Status	10/10/2015
Approved by	10/10/2015	Per	10/10/2015
Disapproved by	10/10/2015	For	10/10/2015

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
SACRAMENTO, CALIFORNIA

Ken Carter Engineering, Inc.
ELECTRICAL CONSULTING ENGINEERING

UTAH
1.7MW WIND TURBINE / TRANSMISSION LINE
TOGGLE ARMY DEPOT UTAH
NEW ONE-LINE DIAGRAM
ISSUED FOR CONSTRUCTION

Sheet
reference
number:
EX101



US Army Corps of Engineers
Sacramento District

Project	Sheet	Revision
15M STIRLING SOLAR THERMAL ARMY	0-11-13	0-20-13
15M STIRLING SOLAR THERMAL ARMY	0-11-13	0-20-13

15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY

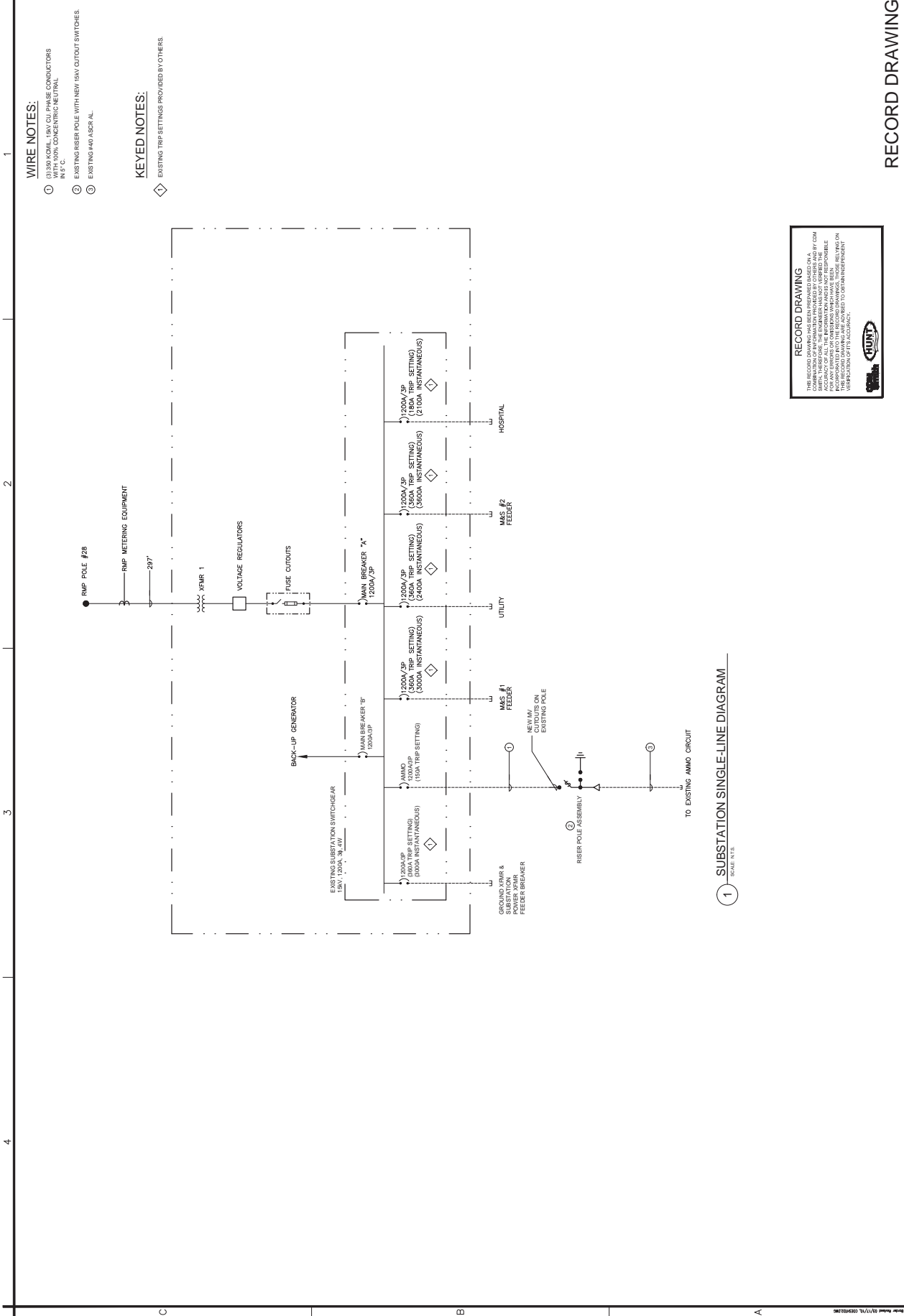
15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY

15M STIRLING SOLAR THERMAL ARMY



RECORD DRAWING