

EXHIBIT 10



Kimberly Ceruti <kimberly.ceruti@ehc-usa.com>

Good Faith PPA Negotiations

5 messages

Kimberly Ceruti <kimberly.ceruti@ehc-usa.com>
To: Bruce Griswold <Bruce.Griswold@pacificorp.com>

Mon, Nov 5, 2012 at 5:15 PM

Dear Bruce,

In anticipation of Good Faith PPA Negotiations with your office, what are the required documents for PPA execution?

Thanks,

Kimberly Ceruti, Executive Director

Ellis-Hall Consultants

A Renewable Energy & Wind Regime Consulting Firm

4733 S. Hiddenwoods Lane, Murray, Utah 84107-6764

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Griswold, Bruce {Mkt Function} <Bruce.Griswold@pacificorp.com>

Mon, Nov 5, 2012 at 6:34 PM

To: Kimberly Ceruti <kimberly.ceruti@ehc-usa.com>

Cc: "Cannon, Douglas" <Douglas.Cannon@pacificorp.com>

Kimberly

First I want to apologize if I offended you with my tone in our discussions. I was in the middle of a scramble to meet a deadline so I was short. Second, I want to be sure after re-reading this email that you are talking about documents for PPAs that are QFs or projects that are seeking a PPA as a result of a request for proposal. They are different. Our RFP PPA is actually posted on the PacifiCorp website as an attachment to the RFP document. We don't have a current renewable RFP open but the old ones are archived on the website. I believe there is a list of required documents in the PPA attachment.

For QFs in UT over 3MW, I have attached Schedule 38 which is the QF schedule used to put in a request for indicative pricing for the QF project. The process is multi-stepped as you can see reading the Schedule 38 process. First you will submit a request for pricing per B.2 items a-j. We will discuss the request with you and once we have agreement of the information and any data we would need to model your project, we complete a modeling of your project and return pricing within 30 days. If you find the pricing acceptable, you can request the preparation of a PPA which will require, at a minimum, the information and

documents listed in B.4. Once that information is provided, the company will provide you with a draft PPA incorporating the pricing and terms and conditions based on documentation provided. It is at that point the two parties will establish a schedule for turn of documents, meetings, calls, etc. to work toward finalizing the draft PPA into an executable document. The list of documents noted in Schedule 38 are general, a good starting point for required documents but may be more expansive for certain types of resources, ownership structures of a project, or projects in certain physical locations. That is why I am unable to provide you a detailed list for your PPA until we receive your specific request. I think Schedule 38 has the information you need.

In regards to the PPA relating specifically to REDCO, as I mentioned, if you have specific questions on that PPA, please call Doug Cannon, our counsel, at [801-220-4565](tel:801-220-4565). He is based in SLC and can answer questions as he is able. As a general rule, I do not speak about other parties PPA negotiations or contents of their PPA because we consider those topics between the specific QF and the company. In addition, because of the litigation around that PPA, I am unable to discuss it with you. I have copied him on this email so that you can contact him with any further questions on that topic.

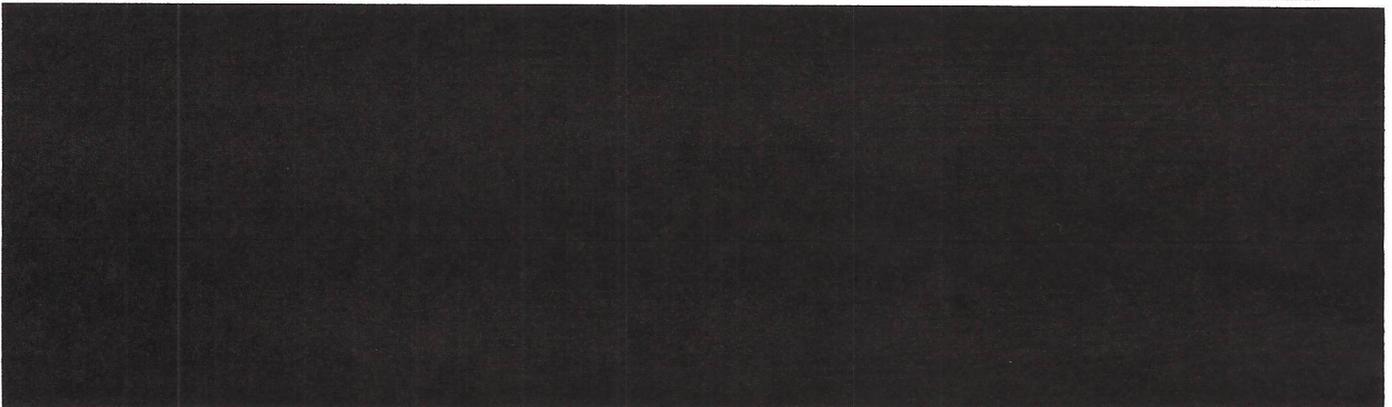
If you have further questions specific to submitting a Schedule 38 indicative pricing request, please submit them and I will attempt to address them in a reasonable response time.

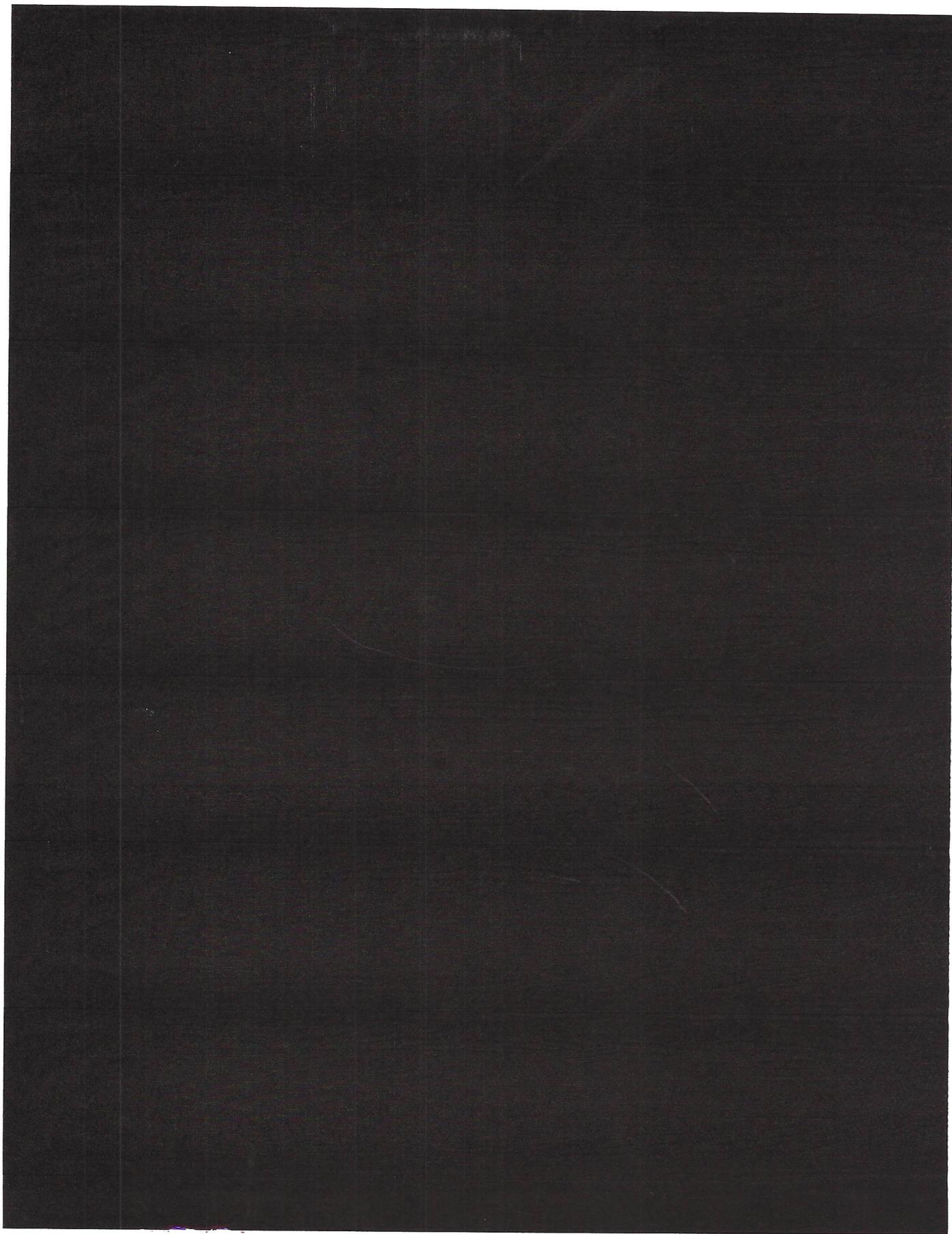
Bruce Griswold
PacifiCorp C&T
[503-813-5218](tel:503-813-5218) Office
[503-702-1445](tel:503-702-1445) Cell
[503-813-6260](tel:503-813-6260) Fax

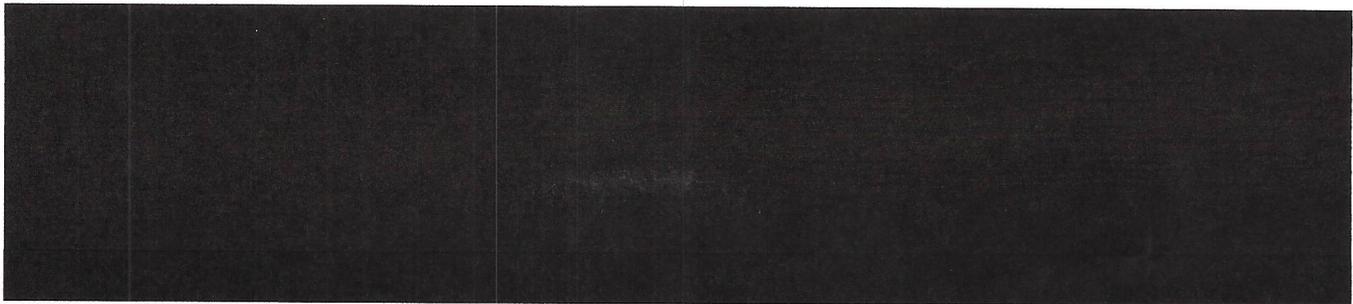
From: Kimberly Ceruti [mailto:kimberly.ceruti@ehc-usa.com]
Sent: Monday, November 05, 2012 4:15 PM
To: Griswold, Bruce {Mkt Function}
Subject: Good Faith PPA Negotiations

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 **Qualifying_Facility_Procedures.pdf**
451K







ROCKY MOUNTAIN POWER
ELECTRIC SERVICE SCHEDULE NO. 38

STATE OF UTAH

Qualifying Facility Procedures

AVAILABILITY: To owners of Qualifying Facilities (QFs) in all territory served by the Company in the state of Utah.

APPLICATION: To owners of existing or proposed QFs with a design capacity greater than 1,000 kW for a Cogeneration Facility or greater than 3,000 kW for a Small Power Production facility who desire to make sales to the Company. Such owners will be required to enter into written power purchase and interconnection agreements with the Company pursuant to the procedures set forth below. Additional or different requirements may apply to Utah QFs seeking to make sales to third-parties, or out-of-system QFs seeking to wheel power to Utah for sale to the Company.

I. Process For Negotiating Power Purchase Agreements

A. Communications

Unless otherwise directed by the Company, all communications to the Company regarding QF power purchase agreements should be directed in writing as follows:

Rocky Mountain Power
Manager - QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

The Company will respond to all such communications in a timely manner. If the Company is unable to respond on the basis of incomplete or missing information from the QF owner, the Company shall indicate what additional information is required. Thereafter, the Company will respond in a timely manner following receipt of all required information.

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures

1. The Company's proposed generic power purchase agreement may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request."
2. To obtain an indicative pricing proposal with respect to a proposed project, the owner must provide in writing to the Company, general project information reasonably required for the development of indicative pricing, including, but not limited to:
 - a) generation technology and other related technology applicable to the site
 - b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system
 - c) quantity and timing of monthly power deliveries (including project ability to respond to dispatch orders from the Company)
 - d) proposed site location and electrical interconnection point
 - e) proposed on-line date and outstanding permitting requirements
 - f) demonstration of ability to obtain QF status
 - g) fuel type (s) and source (s)
 - h) plans for fuel and transportation agreements
 - i) proposed contract term and pricing provisions (i.e., fixed, escalating, indexed)
 - j) status of interconnection arrangements
3. The Company shall not be obligated to provide an indicative pricing proposal until all information described in Paragraph 2 has been received in writing from the QF owner. Within 30 days following receipt of all information required in Paragraph 2, the Company will provide the owner with an indicative pricing proposal, which may

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

include other indicative terms and conditions, tailored to the individual characteristics of the proposed project. Such proposal may be used by the owner to make determinations regarding project planning, financing and feasibility. However, such prices are merely indicative and are not final and binding. Prices and other terms and conditions are only final and binding to the extent contained in a power purchase agreement executed by both parties and approved by the Commission. The Company will provide with the indicative prices a description of the methodology used to develop the prices.

4. If the owner desires to proceed forward with the project after reviewing the Company's indicative proposal, it may request in writing that the Company prepare a draft power purchase agreement to serve as the basis for negotiations between the parties. In connection with such request, the owner must provide the Company with any additional project information that the Company reasonably determines to be necessary for the preparation of a draft power purchase agreement, which may include, but shall not be limited to:
 - a) updated information of the categories described in Paragraph B.2,
 - b) evidence of adequate control of proposed site
 - c) identification of, and timelines for obtaining any necessary governmental permits, approvals or authorizations

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

- d) assurance of fuel supply or motive force
 - e) anticipated timelines for completion of key project milestones
 - f) evidence that any necessary interconnection studies have been completed and assurance that the necessary interconnection arrangements are being made in accordance with Part II.
5. The company shall not be obligated to provide the owner with a draft power purchase agreement until all information required pursuant to Paragraph 4 has been received by the Company in writing. Within 30 days following receipt of all information required pursuant to paragraph 4, the Company shall provide the owner with a draft power purchase agreement containing a comprehensive set of proposed terms and conditions, including a specific pricing proposal for purchases from the project. Such draft shall serve as the basis for subsequent negotiations between the parties and, unless clearly indicated, shall not be construed as a binding proposal by the Company
6. After reviewing the draft power purchase agreement, the owner may prepare an initial set of written comments and proposals regarding the draft power purchase agreement and forward such comments and proposals to the Company. The Company shall not be obligated to commence negotiations with a QF owner until The Company has received an initial set of written comments and proposals from the QF owner. Following the Company's receipt of such comments and proposals, the owner may contact the Company to schedule contract negotiations at such times and places as are mutually agreeable to the parties. In connection with such negotiations, the Company:
- a) will not unreasonably delay negotiations and will respond in good faith to any additions, deletions or modifications to the draft power purchase agreement that are proposed by the owner

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

B. Procedures (continued)

- b) may request to visit the site of the proposed project if such a visit has not previously occurred
 - c) will update its pricing proposals at appropriate intervals to accommodate any changes to the Company's avoided-cost calculations, the proposed project or proposed terms of the draft power purchase agreement
 - d) may request any additional information from the owner necessary to finalize the terms of the power purchase agreement and satisfy the Company's due diligence with respect to the Project.
7. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner a final, executable version of the agreement. The Company reserves the right to condition execution of the power purchase agreement upon simultaneous execution of an interconnection agreement between the owner and the Company's power delivery function, as discussed in Part II. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties and approved by the Commission.

II. Process for Negotiating Interconnection Agreements

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated.

It is recommended that the owner initiate its request for interconnection as early in the planning process as possible, to ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. Process for Negotiating Interconnection Agreements (continued)

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's power delivery function.

A. Communications

Initial communications regarding interconnection agreements should be directed to the Company in writing as follows:

Rocky Mountain Power
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

Based on the project size and other characteristics, the Company will direct the QF owner to the appropriate individual within the Company's power delivery function that will be responsible for negotiating the interconnection agreement with the QF owner. Thereafter, the QF owner should direct all communications regarding interconnection agreements to the designated individual, with a copy of any written communications to the address set forth above.

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) completion of studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, (3) execution of an Interconnection Facilities Agreement to address facility construction, testing and acceptance and (4) execution of an Interconnection Operation and Maintenance Agreement to address ownership and operation and maintenance issues.

Consistent with PURPA, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis.

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ELECTRIC SERVICE SCHEDULE NO. 38 - Continued

II. B. Procedures (continued)

For interconnections impacting the Company's Transmission System, the Company will process the interconnection application through PacifiCorp Transmission Services following the procedures for studying the generation interconnection described in the Company's Open Access Transmission Tariff, PacifiCorp FERC Electric Tariff, Fifth Revised Volume No. 11 Pro Forma Open Access Transmission Tariff (OATT) on file with the Federal Regulatory Commission. A copy of the OATT is available on-line at <http://www.oasis.pacificorp.com>.

For interconnections impacting the Company's Distribution System only, the Company will process the interconnection application through the Manager of QF Contracts at the address shown in Section II.A.