EXHIBIT 43

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

201 South Main, Suite 2300
Salt Lake City, Utah 84111

September 5, 2013

Kimberly Ceruti, Executive Director
Ellis-Hall Consultants
4733 S. Hiddenwoods Lane
Murray, Utah 84107-6764

Re: Response to Indicative Pricing Request

Dear Kimberly:

On August 12, 2013, the Company provided indicative pricing for your Monticello Wind Farm Project ("Project") and stated that the indicative prices are, pursuant to Rocky Mountain Power Utah Schedule No. 38 ("Schedule 38"), "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."

In the August 16, 2013 Public Service Commission of Utah ("Commission") order in Phase II of Docket No. 12-035-100, the Commission directed the Company to discontinue use of the market proxy pricing method and to provide indicative avoided cost pricing to wind and solar qualifying facility projects based on the partial displacement differential revenue requirement pricing method. That Commission order also specified capacity contribution levels and integration costs to be applied when calculating indicative avoided costs.

Furthermore, in its December 20, 2012 order in Docket No. 12-035-100, the Commission stated the following on pages 17-18:

> *"We acknowledge the possibility the outcome of the Phase Two hearings and the interests of ratepayers may require the application of new avoided cost calculations for all large wind QF projects not in possession of executed power purchase agreements when the Phase Two order is issued."*

Your project has previously received indicative pricing but is not currently in possession of an executed power purchase agreement. Therefore, pursuant to the Commission orders in Docket No. 12-035-100 and consistent with Schedule 38, provided below is updated indicative avoided cost pricing consistent with relevant Commission orders. This pricing replaces and supersedes any pricing previously provided.

The indicative pricing that accompanies this letter is provided pursuant to Schedule 38. Indicative prices, as noted in Schedule 38 "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 indicative pricing

contained herein is based on certain assumptions (including, but not limited to, the availability of certain transmission services). The assumptions used to determine the avoided cost pricing are subject to change, which in turn may modify the provided indicative avoided cost pricing.

The indicative pricing has been provided for illustrative purposes in annual on peak ("HLH") and off peak ("LLH") values and as annual 7x24 flat (all hours) values. The pricing has also been provided in monthly HLH and LLH values. Should you choose to move forward with a power purchase agreement, the monthly HLH and LLH values will be used in the power purchase agreement. You may also be required to provide a wind study to verify the 12x24 matrix you provided.

HLH is defined as Monday through Saturday, 7:00 AM MST to 11:00 PM MST, excluding NERC holidays. LLH is defined as all hours that are not on peak.

Schedule 38 also indicates it is the responsibility of the QF developer to make necessary interconnection arrangements with PacifiCorp Transmission. As noted in Schedule 38, "[t]he Company's obligation to make purchases from a QF is conditioned upon all necessary interconnection arrangements being consummated." The process of making the interconnection arrangements may result in the identification of additional costs (including, but not limited to, potential improvements to the distribution and/or transmission system) or timing considerations to accomplish necessary interconnection upgrades that are the responsibility of the qualifying facility developer.

A copy of Schedule 38 can be obtained on the website for Rocky Mountain Power (http://www.rockymountainpower.net/about/rar/wri.html). Nothing in this letter should be construed as creating a power purchase agreement or other legally enforceable obligation between PacifiCorp and Project. Nothing in this indicative pricing request response should be construed as an offer on the part of PacifiCorp to enter a power purchase agreement with Project. The Project may only obtain a final power purchase agreement through full compliance with the procedures for such as detailed in Schedule 38. If you have any questions or require additional information, please feel free to contact me.

Regards,

Paul Clements

Paul Clements
Power Marketer, PacifiCorp

This communication is preliminary and is intended to serve as a basis for further discussion and negotiations between the parties. This does not contain all matters upon which agreement must be reached in order for a transaction to be completed. The matters set forth herein are not intended to and do not constitute a binding agreement or establish any obligation by any party, and this communication may not be relied upon as the basis for a contract by estoppel or otherwise. A binding agreement will arise only upon the negotiation, execution and delivery of mutually satisfactory definitive agreements and the satisfaction of the conditions set forth therein, including completion of due diligence and the approval of such agreements by the respective governing bodies and management of each party, which approval shall be in the sole subjective discretion of the respective governing bodies and management. Any actions taken by a party in reliance on the non-binding terms expressed herein or on statements made during negotiations

of the transactions contemplated hereby shall be at that party's own risk. In addition, our proposed terms are based on current market conditions and PacifiCorp may update our proposed terms/conditions based on changing market conditions until such time as the parties have executed a definitive agreement.

Indicative Pricing for Monticello Wind Farm

September 5, 2013

ILLUSTRATIVE ANNUAL PRICING

Year	Energy Payment ($/MWH)		Total $/MWH at 33.8% CF (1)
	HLH	LLH	
2015(p)	[redacted]		
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035(p)			

20 Year Nominal Levelized Prices at 6.88% Discount Rate

$/MWh [redacted]

(1) Total $/MWh are illustrative. Actual avoided cost prices will be provided in monthly detail by hour class. Actual effective prices will depend on QF generation levels.

(p) Partial Year

MONTHLY PRICING FOR USE IN CONTRACT ($/MWH)

Month	2015		2016		2017		2018		2019	
	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH
Jan	[redacted]									
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										

Month	2020		2021		2022		2023		2024	
	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH
Jan	[redacted]									
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										

Month	2025		2026		2027		2028		2029	
	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH
Jan	[redacted]									
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										

MONTHLY PRICING FOR USE IN CONTRACT ($/MWH) (Cont.)

Month	2030		2031		2032		2033		2034	
	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH	HLH	LLH
Jan	[redacted]									
Feb										
Mar										
Apr										
May										
Jun										
Jul										
Aug										
Sep										
Oct										
Nov										
Dec										

Month	2035	
	HLH	LLH
Jan	[redacted]	
Feb		
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		