ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

1407 W North Temple, Suite 320
Salt Lake City, Utah 84114

April 22, 2021

VIA ELECTRONIC FILING

Utah Public Service Commission
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

RE: **Docket No. 21-035-26 – In the Matter of the Application of Rocky Mountain Power for Approval of the Renewable Energy Contract between PacifiCorp and IHC Health Services, Inc. and the Related Agreement with Castle Solar, LLC**

Rocky Mountain Power (the "Company") hereby submits for electronic filing an application to the Public Service Commission of Utah ("Commission") requesting approval of the Renewable Energy Contract between the Company and IHC Health Services, Inc, and the renewable resource contract between the Company and Castle Solar, LLC, each dated March 30, 2021, in accordance with Utah Code Ann. §§ 54-17-801, 802, 803, 804 & 805 and Electric Service Schedule No. 32.

The Company respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

By E-mail (preferred): datarequest@pacificorp.com
utahdockets@pacificorp.com
jana.saba@pacificorp.com
emily.wegener@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Jana Saba at (801) 220-2823.

Sincerely,

Joelle Steward
Vice President, Regulation

Enclosures

Emily Wegener (12275)
Stephanie Barber-Renteria (8808)
Rocky Mountain Power
1407 W North Temple, Suite 320
Salt Lake City, UT 84116
Telephone: (801) 220-4050
Facsimile: (801) 220-4615

Attorneys for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of Rocky Mountain Power for Approval of the Renewable Energy Contract between PacifiCorp and IHC Health Services, Inc. and the Related Agreement with Castle Solar, LLC	Docket No. 21-035-26 **APPLICATION OF ROCKY MOUNTAIN POWER**

Pursuant to Utah Code Ann. § 63G-4-201, and Utah Admin. Code R746-1-203, PacifiCorp, doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power" or "Company") hereby submits this application ("Application") to the Public Service Commission of Utah ("Commission") requesting approval of the Renewable Energy Contract ("Schedule 32 Contract")[1] between the Company and IHC Health Services, Inc. ("Intermountain"), and the Renewable Resource Contract between the Company and Castle Solar, LLC ("RRC"),[2] each dated March 30th, 2021, in accordance with Utah Code Ann. §§ 54-17-801, 802, 803, 804 & 805 and Electric Service Schedule No. 32 ("Schedule 32").

In support of its Application Rocky Mountain Power states as follows:

[1] *See* Eller Testimony, Exhibit RMP__(CME-1).
[2] *See* Eller Testimony, Exhibit RMP__(CME-2).

1. Rocky Mountain Power is a division of PacifiCorp, an Oregon Corporation that provides electric service to retail customers through its Rocky Mountain Power division in the States of Utah, Wyoming, and Idaho, and through its Pacific Power division in the states of Oregon, California and Washington. Rocky Mountain Power is a public utility in the state of Utah and is subject to the Commission's jurisdiction with respect to its prices and terms of electric service to retail customers in Utah. The Company serves approximately 948,000 customers in Utah. Rocky Mountain Power's principal place of business in Utah is 1407 West North Temple, Suite 320, Salt Lake City, Utah 84116.

2. Communications regarding this Application should be addressed to:

Jana Saba
Utah State Regulatory Affairs Manager
Rocky Mountain Power
1407 West North Temple, 330
Salt Lake City Utah 84116
Telephone: 801-220-2823
Email: jana.saba@pacificorp.com

Emily Wegener
Senior Attorney
Rocky Mountain Power
1407 West North Temple, Suite 320
Salt Lake City Utah 84116
Telephone: 801-220-4526
Email: emily.wegener@pacificorp.com

In addition, the Company requests that all data requests regarding this matter be addressed to:

By email (preferred): datarequest@pacificorp.com

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Jana Saba by telephone at (801) 220-2823.

3. Schedule 32 was approved by the Commission in Docket No. 14-035-T02 on March 20, 2015. The Company developed Schedule 32 in order to implement Senate Bill 12, which was passed in its original form during the 2012 Utah legislative session and codified under Utah Code Ann. §§ 54-17-801, 802, 803, 804 & 805. The law allows a customer to receive electricity directly from a renewable energy facility if the customer pays all of the costs associated with that renewable energy.

4. Since Senate Bill 12 became law, and Schedule 32 was approved by the Commission, the Company has entered into one other Schedule 32 contract, with the University of Utah, as approved in Docket No. 18-035-08.

5. Intermountain is an existing customer of the Company, taking the majority of its service under Schedules 6 and 8, and therefore qualifies for service under Schedule 32.

6. The Company also seeks Commission approval of the Renewable Resource Contract between the Company and Castle Solar, LLC ("RRC"), which governs the terms of sale and purchase of the energy produced by the solar generation facility. The Renewable Energy Supply Agreement between Intermountain and Castle Solar, LLC ("RESA")[3] establishes Intermountain's relationship with the initial renewable resource under the Schedule 32 Contract. Castle Solar, LLC is the developer of the solar generation facility, with an expected nameplate capacity rating of 20 MW, that is located in Emery County, Utah and from which the renewable energy will be generated. As a renewable energy facility located in Utah, this resource meets Schedule 32's requirements.

[3] *See* Eller Testimony, Exhibit RMP__(CME-3) (while the RESA does not require the Commission's approval under Schedule 32, it is included with Mr. Eller's testimony to provide the Commission a full understanding of the transaction due to its interrelationship with the other two agreements).

7. The Application is supported by witness Craig Eller, Vice President of Business Policy and Development for Rocky Mountain Power. Mr. Eller discusses: a) the Schedule 32 Contract's structure, its relationship to the RRC and the RESA, which support the transaction with the initial renewable facility that will supply Intermountain; b) the elements of the Schedule 32 Contract that are designed to ensure other ratepayers bear none of the costs associated with the Schedule 32 Contract or its underlying transactions; and c) how future renewable facilities will be identified and added under future contracts.

CONCLUSION

WHEREFORE, based on the foregoing and by this application, the Company respectfully requests that the Commission:

a) Hold a scheduling conference in this matter as soon as reasonably practicable;

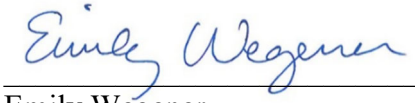
b) Approve the Company's application of approval of the Schedule 32 Contract and the RRC, as filed;

c) Grant such other relief it deems just and reasonable and in the public interest.

DATED this 22nd day of April, 2021.

Respectfully submitted,

ROCKY MOUNTAIN POWER



Emily Wegener

Attorney for Rocky Mountain Power

REDACTED
Rocky Mountain Power
Docket No. 21-035-26
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Direct Testimony of Craig M. Eller

April 2021

Q. Please state your name, business address, and present position with Rocky Mountain Power (the "Company"), a division of PacifiCorp.

A. My name is Craig M. Eller. My business address is 1407 West North Temple Street, Suite 310, Salt Lake City, Utah 84116. My present position is Vice President, Business Policy and Development for Rocky Mountain Power.

Q. How long have you been in your present position?

A. I have been in my present position since July 2020.

Q. Please describe your education and business experience.

A. I have a B.S. in Mechanical Engineering from the University of Nebraska. I have been employed with PacifiCorp since July 2020 as the Vice President of Business Policy and Development responsible for strategic planning, stakeholder engagement, regulatory support, and development and execution of major transmission projects. Prior to my current role, I worked at Northern Natural Gas Company, an affiliate of the Company, from 2007 through 2020 in various business development, commercial marketing, and engineering roles.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to support the Company's application for approval of the Renewable Energy Contract between IHC Health Services, Inc. ("Intermountain") and the Company ("Schedule 32 Contract"), which is attached to my testimony as Confidential Exhibit RMP___(CME-1); and the related Renewable Resource Contract between Castle Solar, LLC ("Castle") and the Company (the "RRC"), which is attached to my testimony as Confidential Exhibit RMP___(CME-2). Specifically, I discuss Electric Service Schedule 32, Service from Renewable Energy Facilities, of the

Company's tariff ("Schedule 32"), which is one of the tools that allows to the Company to meet its customers' renewable energy goals, while protecting the Company's other customers from the financial impacts.

My testimony also addresses how the Schedule 32 Contract with Intermountain meets the requirements of Schedule 32. Finally, I provide a description of the material terms of the Schedule 32 Contract, the RRC and the Renewable Energy Supply Agreement between Intermountain and Castle Solar, LLC ("RESA"), including, overall structure, mechanisms included to protect other ratepayers, and the potential for supply from additional renewable facilities to be added under the Schedule 32 Contract at a later date. While the RESA is an agreement between the Customer and Castle Solar, LLC and does not require the Commission's approval under Schedule 32, I have included it as Confidential Exhibit RMP___(CME-3) to provide the Commission a full understanding of the transaction and its interrelationship with the other two agreements.

Q. Is this the first time the Company has sought approval for an agreement under Schedule 32?

A. No. The Company has one other similar agreement under Schedule 32 with the University of Utah, which was approved by the Commission on May 22, 2018 in Docket No. 18-035-08.

Q. Please describe Schedule 32.

A. Schedule 32 allows industrial and municipal customers to meet part or all of their load with renewable resources without adversely affecting the rates of non-participating customers. It was implemented pursuant to Utah Code § 54-17-801 through -805 in response to customer demand for more renewable energy options. It is one of several

tariff options that allows customers to choose renewable energy. Under Schedule 32 the renewable energy facilities may either be committed to supply the customer by contract or be owned by the customer.[1]

Q. What was the Company's intention when it filed for approval of Schedule 32?

A. When the Company filed for approval of Schedule 32 in 2014, it sought to implement Utah Code § 54-17-801 through -805 and establish the requirements for applicable customers to receive electric service based on the costs of the renewable energy facilities they chose to supply them, so long as all costs related to that choice would be paid by the customers making it, rather than other customers. Additionally, the Company's filing set clear, cost-based rates for the portions of its service not related to the renewable energy supply, including: customer charges, the Company's administrative fee, delivery facilities charges, daily power charges, and supplementary energy provided by the Company.[2]

Q. Has Schedule 32 changed since it was first approved by the Commission?

A. Yes. Aside from housekeeping modifications, Schedule 32 was modified in 2017 in response to legislative changes to the enabling statutes that expanded the types of renewable energy facilities that qualify under the tariff.[3] Specifically, the qualifications were expanded from only facilities located within the state of Utah, to include facilities located outside the state that provide energy from baseload resources.

[1] *See* Schedule 32, Sheet No. 32.1, "Provision"; and Sheet No. 32.4, "Definitions", "Renewable Energy Facility".
[2] *See* Utah Public Service Commission Docket No. 14-035-T02, Direct Testimony of David L. Taylor for Rocky Mountain Power, lines 38-46, July 23, 2014.
[3] *See* Commission Docket No. 17-035-T11.

SCHEDULE 32 REQUIREMENTS

Q. What qualifications are required for customers under Schedule 32?

A. Schedule 32 is available to any customer who would otherwise qualify for Electric Service Schedules 6, 8, or 9 that desires to receive all or part of its electricity from a renewable energy facility (as defined by Schedule 32).[4]

Q. Does Intermountain meet these requirements?

A. Yes. Intermountain currently takes the majority of its service under Electric Service Schedules 6 and 8 and is seeking to receive electricity from a renewable energy facility for a portion of these Schedule 6 and 8 loads.

Q. Please describe the renewable energy facility Intermountain seeks to receive electricity from.

A. Under the RRC, dated March 30, 2021, Castle will construct, own, operate and maintain the Castle Solar electric generation facility located in Emery County, Utah, with an expected nameplate capacity rating of 20 MW, net of station use, transformation and transmission losses to the point of delivery (the "Facility").

Q. Does the Facility meet Schedule 32's definition of a renewable energy facility?

A. Yes. Once constructed the solar facility will meet Schedule 32's requirements for renewable energy facilities.[5] Moreover, through the Schedule 32 Contract it will supply Intermountain substantially more than Schedule 32's minimum threshold of 2 MW on an annual peak load basis.[6]

[4] Schedule 32, Sheet No. 32.1, "Application" (referencing Utah Code Section 54-17-601(1)(b)).
[5] Schedule 32, Sheet No. 32.1, "Application"; and Sheet No. 32.4, "Definitions".
[6] Schedule 32, Sheet No. 32.1, "Conditions of Service", Section 1.

Q. Given that the Schedule 32 Contract allows for additional facilities to be added, how does it ensure compliance with Schedule 32's requirement that renewable resource contracts between the Company and the customer have the same duration and pricing as the contract between the Company and the renewable energy facility?

A. The Schedule 32 Contract establishes that the Term begins with the effective date and "shall continue for so long as any Renewable Resource Contract for Customer remains in place, or for so long as the Company has a financial obligation under a Renewable Resource Contract for Customer, whichever is longer…"[7] This ensures that the term of the Schedule 32 Contract will match the term of any applicable renewable resource contract under it. Additionally, the Company and Intermountain will ensure that the term of the related future renewable energy supply agreement with the Company matches the term in the renewable resources contract with Intermountain. Examining how this is structured for the initial renewable facility provides a good example of how the parties will meet Schedule 32's requirement for subsequent facilities. The Schedule 32 Contract will not become effective until fully executed, and a final non-appealable Commission order is entered approving it.[8] The RRC and the RESA become effective once they are fully executed, and the RRC is approved by the Commission via a final non-appealable order in this docket.[9]

[7] Exhibit RMP__(CME-1), Schedule 32 Contract at Article II.
[8] Exhibit RMP__(CME-1), Schedule 32 Contract, Article I "Definitions", "Effective Date".
[9] Exhibit RMP__(CME-2), RRC, Section 2.1; and Exhibit B, RESA, Section 1.1, "Effective Date".

Q. Do Intermountain or the Facility meet the other requirements of Schedule 32?

A. Yes. For example, the Schedule 32 Contract provides that Intermountain will receive credit for any excess energy at the Company's avoided costs as set forth in its Electric Service Schedule No. 37.[10] This requirement helps protect the Company's other customers, because avoided cost rates for qualified facilities under the Public Utility Regulatory Policies Act of 1978, and the federal regulations promulgated under it, are established based on the principle of customer indifference. In other words, avoided costs are set to ensure that customers will pay no more than they would otherwise pay for the same amount of energy from Company resources.

MATERIAL TERMS OF THE SCHEDULE 32 CONTRACT AND RELATED AGREEMENTS

Q. Can you describe the overall structure of the transaction?

A. Yes. The transaction is enabled by three separate contracts that are linked to each other in order to match risks and obligations between Intermountain and Castle (the owner of the Facility) and ensure that the Company's customers are immune from those risks. First, Intermountain has executed a Renewable Energy Supply Agreement with Castle, the RESA, which establishes Castle's obligation to sell its output to the Company via a Renewable Resource Contract, the RRC, and Intermountain's obligation to enter into a Renewable Resource Contract, the Schedule 32 Contract, with the Company to purchase that output. [11] Second, there is the Schedule 32 Contract between Intermountain and the Company, which establishes the terms by which the Company

[10] Exhibit A, Schedule 32 Contract, Section 5.2
[11] Exhibit RMP___(CME-3).

will sell electricity to Intermountain.[12] Finally, there is the RRC between the Company and Castle that establishes the Company's obligations to purchase and Castle's obligations to sell energy, renewable attributes and capacity from the Facility.[13]

Q. Please discuss the structure of the Schedule 32 Contract.

A. Because the Schedule 32 Contract allows Intermountain to add incremental renewable energy to it from additional renewable energy facilities, it is designed to function as a master service agreement and to establish general mechanisms and pass-through provisions that will apply to all renewable resource contracts that the Company executes in support of it. For example, the Schedule 32 Contract's Section 3.3 establishes Intermountain's obligation to notify the Company of its expected delivery schedules for any of its renewable resources, and what volumes will be delivered to Intermountain on a monthly basis. Intermountain must provide this schedule at least three months before the initial deliveries begin, and thereafter may update the schedule with at least six months' notice. This provision will apply to any renewable resources supplied under the Schedule 32 Contract and procured by way of the RRC.

Section 3.4 of the Schedule 32 Contract establishes the Company's obligation to provide supplementary energy supply to the extent the renewable resources under the Schedule 32 Contract do not meet all of Intermountain's energy demands. As provided under Schedule 32, Section 5.1 of the Schedule 32 Contract states that the Company will charge Intermountain for supplementary supply based on the applicable General Service Schedule. While the number of resources under the Schedule 32 Contract is likely to alter the quantities of supplementary energy needed, it properly

[12] Exhibit RMP___(CME-1).
[13] Exhibit RMP___(CME-2).

addresses how Intermountain will be charged for it regardless of the number or output of resources under the contract.

Sections 4.3 and 4.4 of the Schedule 32 Contract set forth general guidelines for renewable resource contracts between the Company and renewable facilities selected by Intermountain. The provision requires the Company to negotiate reasonable market terms and conditions that do not unreasonably impair the ability of the facility owner to obtain financing, and to not require the facility to bear risks that Intermountain has assumed under the Schedule 32 Contract.

Section 4.5 absolves the Company from any liability to Intermountain for partial or total failures by a renewable facility to perform. This provision is one of several that protect the Company's other customers from the risks of Intermountain's decision to procure additional renewable energy under Schedule 32 through contracting with the Company. Similarly, Section 4.7 states that Intermountain is responsible for all costs incurred under any renewable resource contract under the Schedule 32 Contract.

Section 4.8 of the Schedule 32 Contract establishes that any renewable resource contract shall provide that all renewable and environmental attributes and all renewable energy certificates associated with the renewable supply shall be transferred to Intermountain. Schedule 32 does not require that renewable attributes be transferred in this manner,[14] but Intermountain is paying all costs associated with the renewable resource and this provision provides Intermountain with economic value beyond

[14] *See* Schedule 32, Sheet No. 32.9, "Renewable Energy Contract", at I.C.4.

energy, and allows Intermountain to make valid public claims about the renewable energy it procures.

Section 5.1 of the Schedule 32 Contract establishes the rates for power and energy delivered to Intermountain. The cost of any renewable facility under the Schedule 32 Contract is designed to be a direct pass through of the charges paid by the Company under each renewable resource contract. As noted above, charges for supplementary supply, to the extent Intermountain's full requirements are not met by renewable supply under the Schedule 32 Contract, will be based on the applicable General Service Schedule. The section then makes clear that Intermountain is obligated to pay the other rates set forth in Schedule 32 including Customer Charges, the Administrative Fee, Delivery Facilities Charges, and Daily Power Charges.[15] Additionally, Section 5.1 allows Intermountain to be billed for any equipment lease or subscription charges that are required to facilitate the Schedule 32 Contract, applicable demand side management charges or credits and any applicable taxes.

Q. You mentioned that the contracts are linked to match the risks and obligations between Intermountain and Castle, what is the purpose of that linkage?

A. The primary reason for these links is to ensure that that the Company's other customers are held harmless should either Intermountain or Castle default under any of their respective obligations. Protecting the Company against these default risks is an explicit requirement of Schedule 32.[16] Another reason for the links among the three agreements is to ensure that Intermountain has the right to pursue legal remedies against Castle, and vice versa, if a problem or dispute arises in one of the agreements that either is not

[15] *See* Schedule 32, Sheet No. 32.5 & 32.6, "Monthly Bill".
[16] *Id.* at I.C.3.

directly a party to—the RESA provides for this potential interaction between Intermountain and Castle because the Company has largely shielded itself and its other customers from these issues in the Schedule 32 Agreement and in the RRC.

Q. What sections of the Schedule 32 Contract link to the other two agreements to protect the Company's other customers from default risks?

A. Section 17.1 establishes that each renewable resources contract shall provide that the Company's obligation to purchase under that contract ceases if such non-payment is not cured within 30 days, and the Company may terminate the applicable renewable resource contract in accordance with its notice and termination provisions. This provision is required under Schedule 32. If any renewable resources contract is terminated under Section 17.1, it is automatically removed from the Schedule 32 Contract.

Q. What sections of the RESA link to the other two agreements to protect the Company's other customers from default risks?

A. Section 4.2 of the RESA entitles Intermountain to cure any defaults by either the Company or Intermountain under the RRC (Section 24.1 of the RRC mirrors this), and Castle is obligated to provide written notice to Intermountain of any default that could lead to termination of the RRC as soon as practicable and prior to the expiration of the applicable cure period. Section 5.2 restates the default security provisions under the RRC, which I describe in more detail below. Article VIII of the RESA establishes the events of default that could lead to obligations to cure, termination and damages as between Intermountain and Castle, which includes failure of Intermountain to pay the Company under the RRC, and failures of Castle to post security, double selling or

counting of any environmental attributes, sale of power or energy to anyone other than the Company, foreclosure of the facility, abandonment and Castle's failure to achieve the agreed upon delivery start date.

Q. What sections of the RRC link to the other two agreements to protect the Company's other customers from default risks?

A. Sections 8.2 and 8.3 of the RRC establish the requisite amount of security that Castle must post to cover any defaults by it under the agreement. The default security will be in the form of [redacted] for the benefit of the Company and Intermountain. The Company is entitled to draw upon the security to cover any Intermountain damages. Intermountain is entitled to draw upon the security to the extent of any damages related to its cure of Castle defaults, or to the extent it enforces its rights as a third-party beneficiary of the RRC. Under Section 11.3 of the RRC any defaults by Intermountain that are not cured within the applicable period allow the Company to suspend its obligations to Castle under the RRC until such defaults are cured.

Q. Are there other risks of cost shifting to other customers that the Company has addressed in any of the three agreements?

A. Yes. Section 11.6 of the RRC protects the Company's other customers from bearing additional costs associated with this Schedule 32 transaction by allowing the Company to terminate the contract should network upgrades be required in conjunction with the interconnection of a customer renewable resource. While the nature of these potential interconnection service or transmission service costs may vary depending on, among other factors, whether a Schedule 32 generator is directly interconnected with

PacifiCorp's system, the Company's other customers must be held financially harmless from these costs under Schedule 32. The parties may agree however, prior to termination, upon an alternative solution, if available, such that other customers would not bear the additional costs. Additionally, both the RRC, in Section 4.4.1 and the Schedule 32 Contract, in Section 5.4, allow the Company to economically curtail the customer renewable resource(s) should market conditions exist such that the Company's customers could benefit from reduced generation, which reduced generation would have been available to the Company prior to entering into a contract for the customer renewable resource(s).

Q. You state that Intermountain has the ability to add incremental renewable energy facilities under the contract, can you describe how that will work?

A. Yes. Article IV of the Schedule 32 Contract contemplates that Intermountain may choose to contract with additional facilities to further increase the percentage of its electricity that is supplied by renewable resources. This section establishes the process for the procurement of additional renewable resources, and in Section 4.4(c) makes clear that Intermountain or the owner of the selected renewable resource are to bear any additional expense related to these additional procurements, which protects the Company's other customers from such costs. Rather than require Intermountain to renegotiate a new renewable energy contract with each new resource, the parties have agreed to structure the Schedule 32 Contract as a master agreement that allows Intermountain to add additional renewable resource contracts with other renewable facilities under it. If Intermountain elects to add an additional facility, then the parties will only need to negotiate two additional contracts. The Schedule 32 Contract makes

clear that approval from the Commission is required prior to any new renewable resource contracts becoming effective. It also makes clear that the energy produced by these additional facilities, whether they are remote from or onsite at Intermountain, will be billed under Schedule 32.[17]

Q. Please describe the material terms that will apply under the RRC with the initial renewable energy facility that is before the Commission for approval in this docket.

A. As I previously stated the Facility is a yet to be constructed solar facility that is expected to be rated at 20 MW nameplate capacity. Castle has committed, via the RRC with the Company, to provide Intermountain approximately half of [redacted] MWh of electricity generated by the Facility. The terms of both the RESA and the RRC extend for [redacted] years from the date renewable supply deliveries to the Company begin. As noted above, both agreements are structured to become effective contemporaneously. Under the RESA, Castle will also transfer all renewable and environmental attributes associated with the electricity generated by the Facility and supplied to Intermountain within 90 days following payment for energy it has delivered to the Company. As I discussed above, the transfer of these attributes is required by the Schedule 32 Contract. In addition to renewable attributes, under the RRC, Castle assigns the Company any capacity rights it may have in the Facility during the term.

[17] *See* Exhibit RMP___(CME-1), Schedule 32 Contract, Section 1.1, "Effective Date"; *also see* Schedule 32 Contract, Section 4.2(a).

Q. What is the contract price the Company will pay for the energy under the RRC that will flow through to Intermountain as provided in Schedule 32 and the Schedule 32 Contract?

A. Castle and Intermountain have agreed to a flat dollar per MWh price of [redacted] for the term of the agreement.

Q. Did the Company participate in the price negotiations?

A. Yes, but only to ensure that the agreements captured the price terms accurately. The prices in the RRC were those negotiated and agreed to between Castle and Intermountain at the conclusion of the request for proposal process administered by Intermountain and in light of the most recent general rate case. The Company does not view its role in Schedule 32 transactions as one meant to influence commercial terms like price, at least to the extent those terms will not impact its other customers, or impinge on the Company's ability to carry out its contractual or regulatory obligations.

Q. Does this conclude your direct testimony?

A. Yes.

REDACTED
Rocky Mountain Power
Exhibit RMP___(CME-1)
Docket No. 21-035-26
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Exhibit Accompanying Direct Testimony of Craig M. Eller

Renewable Energy Contract (Schedule 32)

April 2021

RENEWABLE ENERGY CONTRACT (SCHEDULE 32)

This Renewable Energy Contract (SCHEDULE 32) is executed entered into this 30th day of March, 2021, PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Company"), and IHC Health Services, Inc. a Utah corporation ("Customer"), each sometimes referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Customer, an existing electric customer of Company, seeks to increase the renewable energy content of its existing energy supply to meet its sustainability goals within Company's service territory;

WHEREAS, Company is a public electric utility that provides electric power and energy to retail electric customers throughout its certificated service territory in accordance with regulatory governance by the Public Service Commission of Utah;

WHEREAS, the Parties desire to enter into this Agreement for renewable energy to be delivered to Customer in accordance with the provisions of Utah Code Ann. § 54-17-801-805, and Company's Utah Electric Service Schedule No. 32; and

WHEREAS, Customer intends to enter into a Renewable Energy Supply Agreement with one or more a Renewable Resource Provider regarding one or more Customer Renewable Resources.

NOW, THEREFORE, in consideration of the mutual covenants and agreements in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Customer and Company agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1 Definitions. Whenever used herein, the following terms shall have the respective meanings set forth below, unless a different meaning is plainly required by the context, and when the defined meaning is intended, the term is capitalized:

"Affiliate" means an entity that is controlled by, under common control with, "or has the ability to exercise control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise.

"Agreement" means this Renewable Energy Contract (Schedule 32) and any renewals of it, and includes all appendices, exhibits or amendments.

"Applicable Electric Service Schedule" means the Company's Utah Electric Service Schedule No. 6, 8, or 9, or such the Electric Service Schedule pursuant to which Firm Power and Energy is as of the Effective Date, or would in the absence of this Agreement, be delivered by Company to such Retail Service Location.

"Applicable Code" means the applicable provisions of Utah Code Ann. §§54-17-801-805.

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

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time.

"Commission" means the Public Service Commission of Utah.

"Company" has the meaning set forth in the Preamble.

"Confidential Information" means any and all non-public, proprietary written information, data, analyses, documents, and materials furnished or made available by a Party or its Representatives to the other Party or its Representatives in connection with this Agreement, and any and all analyses, compilations, studies, documents, or other material prepared by the receiving Party or its Representatives to the extent containing such information, data, analyses, documents, and materials. Confidential Information shall not include any information that: (a) is already in the public domain or which becomes public knowledge absent any violation of the terms of this Agreement; (b) was already in the possession of a Party prior to disclosure by the other Party; (c) a Party obtains from another Person which such Party reasonably believes was not under an obligation of confidentiality; (d) is or becomes generally available to, or is independently known to or has been or is developed by, any Party or any of its Representatives other than materially as a result of any disclosure of proprietary information by the disclosing Party to the receiving Party; or (e) information independently developed by either Party, without reliance on the Confidential Information.

"Contract Year" with respect to any Customer Renewable Resource means a twelve (12) consecutive month period commencing on the Delivery Start Date for such Customer Renewable Resource or on any anniversary date thereof during the Term of this Agreement. The unqualified term "Year" shall refer to a Contract Year.

"Cost of Renewable Supply" has the meaning set forth in Section 4.6.

"Customer" has the meaning set forth in the Preamble.

"Customer Agreement" means a contract or agreement between Company and Customer that specifies the terms of service to a single metered delivery location. A Customer may have more than one Customer Agreement. Customer Agreement includes each Renewable Resource Appendix signed by the Parties and appended to Exhibit A, together with all of the terms and conditions of this Agreement.

"Customer Renewable Resource" means a Renewable Energy Facility selected by the Customer to provide electric power and energy for use at Customer's service locations consistent with the Applicable Code and Schedule 32. A Customer Renewable Resource may be owned by the Customer and/or by a Person other than the Customer and shall be procured or documented with a Renewable Resource Contract.

"Daily Power" means the kW of Power supplied from Company resources to Customer during any On-Peak Hours. Daily Power shall be determined for each day of the Billing Period. The kW of Daily Power each day shall be the kW for the 15-minute period of the Customer's greatest use of On-Peak Power that day, adjusted for power factor as specified, determined to the nearest kW. For each such 15-minute period, Daily Power shall equal (a) Measured Power minus (b) Renewable Power, but not less than zero nor greater than the Renewable Contract Power. The Daily Power for the Billing Period shall be the sum of the Daily Power for each day of the Billing Period.

"Delivery Schedule" has the meaning set forth in Section 3.3. The currently anticipated Delivery Schedule for the Initial Customer Renewable Resource is reflected in Attachment 2 to Appendix 1 of Exhibit A.

"Delivery Schedule Supplement" means a notice delivered by Customer to Company pursuant to Section 3.2 to effect a change in the Delivery Schedule for one or more Customer Renewable Resources, in a form generally consistent with Exhibit B.

"Delivery Start Date" with respect to any Customer Renewable Resource means the Customer Renewable Resource's commercial operation date, as determined by PacifiCorp's Energy Supply Management group.

"Effective Date" of this Agreement means the date on which (a) this Agreement has been fully executed and delivered by both Parties and (b) final and non-appealable Commission orders have been entered approving without material modification all of the terms of this Agreement, the Initial Customer Renewable Resource and the Renewable Resource Contract for the Initial Customer Renewable Resource. "Effective Date" of any subsequent Renewable Resource Appendix means the date on which (y) such Renewable Resource Appendix has been fully executed and delivered by both Parties and (z) final and non-appealable Commission orders have been entered approving without material modification all of the terms of such Renewable Resource Appendix and the Renewable Resource Contract for such Customer Renewable Resource.

"Electric Service Regulations" means the Company's currently effective and applicable electric service regulations, on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission. To the extent of any inconsistency between this Agreement and the Electric Service Regulations, the terms of this Agreement shall prevail.

"Electric Service Requirements" means Company's currently effective and applicable electric service requirements, as of the Effective Date, specified at https://www.rockymountainpower.net/working-with-us/builders-contractors/electric-service-requirements.html. The Electric Service Requirements may be reasonably amended from time to time by Company.

"Electric Service Schedules and Regulations" means Company's currently effective and applicable electric service schedules and regulations, as of the Effective Date, specified at https://www.rockymountainpower.net/about/rates-regulation/utah-rates-tariffs.html. The Electric

Service Schedules and Regulations may be amended from time to time by the Company with the approval of the Commission.

"Energy" means electric energy expressed in kWh.

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever titled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water and attributable to the generation from a renewable energy generating unit, and its avoided emission of pollutants. Environmental Attributes include but are not limited to:(a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any governmental authority 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) any energy, capacity, reliability, or other power attributes from the generating unit; (ii) production tax credits associated with the construction or operation of the generating unit and other financial incentives in the form of credits, reductions, or allowances associated with the generating unit that are applicable to a state, provincial, or federal income taxation obligation; or (iii) fuel-related subsidies or "tipping fees" that may be paid to the seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular pre-existing pollutants or the promotion of local environmental benefits.

"Excess Energy" has the meaning set forth in Section 5.2.

"Facility Owner" means an Owner of a Renewable Energy Facility.

"Firm Power and Energy" means Power expressed in kW and associated Energy expressed in kWh intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled "Continuity of Service," to meet any agreed-upon portion of Customer's load.

"Force Majeure" has the meaning set forth in ARTICLE XI.

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

"Green Tag Reporting Rights" means the exclusive right of the Customer as the purchaser of Environmental Attributes to report ownership of Environmental Attributes in compliance with federal or state law, if applicable, or to federal or state agencies, or other parties, at Customer's discretion, including under any present or future domestic, international, foreign emissions trading program or renewable portfolio standard. For the avoidance of doubt, any claims or communications by Company that would be a violation of the applicable rules, laws or regulations adopted by WREGIS or a governmental authority with jurisdiction over

Company, including the Federal Trade Commission's "Green Guides" (See, 16 Code of Federal Regulations § 260.15) and related guidance, as the same may change from time to time, related to the Green Tags sold to Customer hereunder will be infringements of Customer's exclusive Green Tag Reporting Rights.

"Initial Customer Renewable Resource" means Resource A as identified in Renewable Resource Appendix 1, appended to Exhibit A.

"kW" means kilowatt.

"kWh" means kilowatt hour.

"Measured Energy" means the electric energy in kWh as shown by or computed from the readings of the kilowatt-hour meter(s) located at each Retail Point of Delivery.

"Measured Power" means the kW as shown by or computed from the readings of the Power meter(s) located at each Retail Point of Delivery, for the 15-minute period of the Customer's greatest use during the Billing Period, On-Peak Hours or day, as applicable.

"Metered Electric Service" means all Measured Power and Measured Energy delivered by the Company to each of Customer's Retail Points of Delivery, as specified in this Customer Agreement.

"Letter of Credit" means an irrevocable standby letter of credit in a form substantially in the same form as the attached Exhibit C, or that is otherwise acceptable to Company, naming Company as the party entitled to demand payment and present draw requests thereunder and that is issued by a Qualifying Institution, and that shall remain in effect for at least ninety (90) days after the end of the Term.

"Losses" means the then current Utah loss factor calculated as the five year average of annual line losses in Utah. As of the Effective Date the loss factor is the average of annual loss percentages for 2014 through 2018, which is 5.71%.

"Moody's" means Moody's Investors Services, Inc.

"MW" means megawatt.

"MWh" means megawatt hour.

"On-Peak Hours" means those hours defined as On-Peak in Schedule 32. At the time of execution of this Agreement, On-Peak Hours are 7 a.m. to 11 p.m., inclusive, Monday through Friday, except holidays from October through April, inclusive; and 1 p.m. to 9 p.m., inclusive, Monday through Friday, except holidays, from May through September, inclusive. On-Peak Hours are based on the prevailing Mountain Time, including the effects of Daylight Savings Time.

"Normal Tariff Rate" means the monthly customer service charge, facilities charge, power charge, energy charge, voltage discount, and power factor adjustment, as applicable, as specified in the Applicable Electric Service Schedule for each of Customer's Enrolled Meters.

"Party" and "Parties" have the meanings set forth in the Preamble.

"Person" means any individual, corporation, company, voluntary association, partnership, incorporated organization, trust, limited liability company, or any other entity or organization, including any governmental authority.

"Power" means electric power expressed in kilowatts. For billing purposes, "Power" means the rate in kilowatts at which electric energy is generated, transferred or used. Power measurements are calculated based on the average (integrated) usage over a relevant consecutive 15-minute period of time, adjusted for power factor as specified, determined to the nearest kW.

"Power Factor" means the percentage determined by dividing Customer's average kilowatt hours (real power) by Customer's average kilovolt-ampere hours (apparent power) in any given month.

"Power Quality Standards" means Company's currently effective and applicable power quality standards contained in the Company's Engineering Handbook as specified at https://www.rockymountainpower.net/con/pqs.html. The Power Quality Standards may be amended from time to time by Company.

"Qualifying Institution" means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least $10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least "A" from S&P and "A2" from Moody's. Should the financial institution providing credit assurances on behalf of the bidder fail to meet these minimum requirements PacifiCorp will require credit assurances from a replacement financial institution that does meet the requirements.

"Qualified Entity" means an entity with the most recently published senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ with stable outlook or greater from S&P, or (b) Baa1 with stable outlook or greater from Moody's; provided that if (a) or (b) is not available, an equivalent rating as determined by Company through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party. When an entity is rated by both rating agencies, the Company will utilize the lower of the two ratings from the agencies to determine if the entity meets the qualified entity status.

"Records" has the meaning set forth in Article XIII.

"Renewable Energy Certificate" or "REC" means a document evidencing all Environmental Attributes and Green Tags from one megawatt-hour of electricity generation from a renewable energy generating unit registered with WREGIS or a certificate imported from a compatible registry and tracking system and converted to a WREGIS certificate.

"Renewable Contract Power" means the specified Power in kilowatts the Customer contracts with the Company to be supplied by all Customer Renewable Resources and delivered by the Company to Retail Points of Delivery. The Renewable Contract Power is established in this Agreement as the sum of the maximum Renewable Power in kW to be supplied by all Customer Renewable Resources to each Point of Delivery, as described in the Renewable Resource Appendices. The level of Renewable Contract Power shall not exceed the total output capacity of all Customer Renewable Resource(s).

"Renewable Energy" means metered electric energy in kWh generated by Customer Renewable Resources, adjusted for losses.

"Renewable Energy Contract" means a Customer Contract consistent with the Applicable Code and Schedule 32 for the sale and delivery of electricity from one or more Renewable Energy Facilities to Customer requiring the use of the Company's transmission or distribution system to deliver the electricity from a Renewable Energy Facility to the delivery location(s) under the Customer Agreement(s). This Agreement is the Renewable Energy Contract between Company and Customer.

"Renewable Energy Facility" means a generation facility that derives its energy from a renewable energy source defined in Utah Code Section 54-17-601(1)(b). A Renewable Energy Facility may be owned by the Customer receiving electricity from the Renewable Energy Facility and/or by a Person other than the Customer. A Renewable Energy Facility used to provide Renewable Supply hereunder shall mean and refer to a Customer Renewable Resource.

"Renewable Energy Supply Agreement" or "RESA" means an agreement between Customer and a Renewable Resource Provider regarding a Customer Renewable Resource.

"Renewable Power" means Metered Power in kilowatts generated by Customer Renewable Resources, adjusted for losses to the Retail Points of Delivery.

"Renewable Point(s) of Delivery" means the point(s) to which a Customer Renewable Resource is to be delivered to Company, as specified in a Renewable Resource Appendix.

"Renewable Resource Appendix" means an appendix executed by both Parties and appended to Exhibit A that specifies the terms and conditions applicable to a Customer Renewable Resource acquired or provided by Company at Customer's request, in a form similar to Appendix 1 to Exhibit A. Execution by Customer of a Renewable Resource Appendix will constitute Customer's advance written consent for Company to enter into a Renewable Resource Contract.

"Renewable Resource Contract" or "RRC" means a Renewable Energy Contract entered into by Company with a Renewable Resource Provider to procure or supply Renewable Supply under this Agreement.

"Renewable Resource Provider" means the owner or operator of a Customer Renewable Resource that provides Renewable Supply for delivery to Customer hereunder.

"Renewable Supply" means all Renewable Power and Renewable Energy produced by all Customer Renewable Resources and sold to Company for delivery to Customer under this Agreement.

"Representatives" has the meaning set forth at Section 15.3.

"Retail Points of Delivery" means the points at which Metered Electric Service will be delivered by Company to Customer's service locations hereunder. The current Retail Points of Delivery are [Delivery Points] as set forth in Appendix 1 of Exhibit A. The existing Retail Points of Delivery currently both have, and will continue to have, two or more meters treated as a single meter. Other Retail Points of Delivery may be added with the consent of both Parties.

"S&P" means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

"Schedule 32" means Company's Utah Electric Service Schedule No. Schedule 32, or a successor schedule, as approved by the Commission and in effect from time to time.

"Scheduled Maintenance Days" means any day(s) during which any Customer Renewable Resource is fully or partially unavailable to provide Renewable Supply to Company hereunder due to any Maintenance Outage or Planned Outage, as those terms are defined in the applicable Renewable Resource Contract, so long as the Renewable Resource Provider complies with the advance notice and other requirements of the Renewable Resource Contract with respect to such outages.

"Supplementary Energy" means all Measured Energy not supplied by Customer Renewable Resources.

"Supplementary Contract Power" means the specified Power in kW of Supplementary Power that the Customer contracts with the Company to supply and which the Company agrees to have available for delivery to each Retail Point of Delivery for the Customer.

"Supplementary Power" means the kW of Measured Power supplied by the Company to the Customer not supplied by the Customer Renewable Resource. The kW of Supplementary Power for the Billing Period shall be the kW for the 15-minute period of the Customer's greatest use of Supplementary Power during On-Peak Hours during the Billing Period, adjusted for power factor as specified, determined to the nearest kW.

"Supplementary Service" means electric service provided by Company and regularly used by Customer in addition to electric service provided by Customer Renewable Resources.

"Supplementary Supply" means all Supplementary Energy and Supplementary Power supplied by Company at a Retail Point of Delivery pursuant to this Agreement.

"Term" of this Agreement has the meaning set forth in Article II. "Term" of a Customer Renewable Resource is as specified in the applicable Renewable Resource Appendix.

"Total Contract Power" means the sum of Renewable Contract Power and Supplementary Contract Power.

"WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking and reporting system.

Section 1.2 Interpretation. Unless the context plainly indicates otherwise, words importing the singular number shall be deemed to include the plural number and the masculine includes the feminine and neuter (and vice versa); terms such as "hereof", "herein", "hereunder" and other similar compounds of the word "here" mean and refer to the entire Agreement rather than any particular part of the same. The words "includes" and "including" shall be deemed to mean "including, without limitation" or the correlative meaning. All references to any agreement, laws, rules and regulations are references to such agreement, laws, rules or regulations as amended, supplemented or modified from time to time in accordance with its terms or applicable law. All references to a particular entity shall include a reference to such entity's successors and permitted assigns. The headings of divisions, items or other parts of this Agreement are for convenience of reference only and do not define, limit, construe or otherwise affect the contents thereof. Certain other definitions, as required, appear in the following parts of this Agreement.

ARTICLE II.
TERM; CONDITIONS PRECEDENT

Section 2.1 Term. The term of this Agreement shall begin on the Effective Date of this Agreement and, subject to Customer's rights under Section 4.8, and shall continue for so long as any Renewable Resource Contract for Customer remains in place, or for so long as the Company has a financial obligation arising from a Customer Renewable Resource Contract for Customer, whichever is longer; provided, however, that the Parties may shorten or extend the Term by mutual written agreement, as approved by the Commission.

Section 2.2 Conditions Precedent. Approval of the terms and conditions contained in this Agreement by the Commission is a condition precedent to either Party's obligation to perform under this Agreement.

ARTICLE III.
SERVICE TO BE FURNISHED

Section 3.1 Scope of Service. Subject to the terms and conditions set forth below, and at the rates and charges provided below, Company agrees to supply to Customer and Customer agrees to accept and pay for, Firm Power and Energy, including Renewable Supply, at each Enrolled Meter in amounts required by Customer, as more specifically provided herein and as specified in a Renewable Resource Appendix at the Retail Points of Delivery in the proportions set forth therein. Customer shall execute a Renewable Resource Appendix in connection with the Company's execution of a definitive agreement for each Customer Renewable Resource. Customer may, from time to time, request that the Company procure a Customer Renewable Resource to be incorporated into the provision of service by the Company to the Customer under the terms set forth herein.

Section 3.2 Delivery of Renewable Supply. Company shall acquire all Power and Energy from each Customer Renewable Resource under the terms and conditions specified herein and in the applicable Renewable Resource Contracts and shall sell and deliver the same to Customer as

specified herein and in the then-current Delivery Schedule to all of the Retail Points of Delivery, in Appendix 1 of Exhibit A.

Section 3.3 Delivery Schedule. Customer shall notify Company as specified herein of the expected delivery schedule for each Customer Renewable Resource, including the percentage, and associated estimated monthly kWh volume, to be delivered to each Retail Point of Delivery for each month specified therein ("Delivery Schedule"). Attachment 2 to Appendix 1 of Exhibit A provides Customer's currently-anticipated Delivery Schedule for the Initial Customer Renewable Resource. At least three (3) months prior to the initial date on which Renewable Supply from any Customer Renewable Resource, including the Initial Customer Renewable Resource, is expected to be available for sale to Company for delivery to Customer hereunder, Customer through its Renewable Resource Provider shall provide Company with a Delivery Schedule Supplement in a form generally consistent with Exhibit B to reflect its updated expected annual Delivery Schedule. Thereafter, Customer through its Renewable Resource Provider may amend the Delivery Schedule from time to time by delivering to Company a new Delivery Schedule Supplement to become effective on a date specified therein but, absent Company's written consent, no less than six (6) months after the new Delivery Schedule Supplement is provided to Company. Company must notify Customer personnel listed in Exhibit D in the event of a meter change at any Enrolled Meter. Delivery shall be transferred to the new meter unless agreed upon in writing.

Section 3.4 Delivery of Supplementary Supply. Company shall supply and deliver to Customer all Supplementary Supply required by Customer for its service locations and identified in Attachment 2 to Renewable Resource Appendix No. 1 For Resource A, as Supplementary Contract Power, to be established by agreement between Customer and Company, as may be amended in future Renewable Resource Appendices.

Section 3.5 No Resale. Customer shall not resell any Power or Energy delivered under this Agreement to any other Person; provided that neither sales pursuant to Section 5.2, nor use of electric power or energy by a tenant pursuant to the terms of Electrical Service Regulation No. 4, shall constitute a resale of Power or Energy hereunder. Nevertheless, Customer may serve several buildings from one meter.

ARTICLE IV.
PROCUREMENT OF CUSTOMER RENEWABLE RESOURCE

Section 4.1 Customer Renewable Resources. Customer has directed Company to procure the Initial Customer Renewable Resource identified in Renewable Resource Appendix 1 appended to Exhibit A, at the prices and subject to the terms and provisions specified therein.

Section 4.2 Customer Procurement Request. Customer may, from time to time, direct that the Company procure a Customer Renewable Resource on its behalf by giving written notice to Company. Upon Customer's written direction under this Section 4.2, Company shall use commercially reasonable efforts to promptly enter into and complete negotiations to procure the specified Customer Renewable Resource on terms and conditions as directed by Customer, and promptly submit applications for any regulatory approvals that may be required. Any written directions provided by Customer under this Section 4.2 shall include relevant terms and

conditions under which the Company is asked to procure the Customer Renewable Resource. Notwithstanding the forgoing, Customer directed terms and conditions shall be consistent with the Applicable Code and Schedule 32 and consistent with reasonable market terms or conditions in the utility and renewable energy industry.

Section 4.3 Terms of Procurement. When Customer seeks a Customer Renewable Resource, the Parties shall establish in writing the terms and conditions under which the Company is requested to procure such resource, including but not limited to:

(a) the type(s) of resource being sought (e.g., solar, wind, geothermal, etc.);

(b) the desired size in MW or MWh;

(c) if the desire is for one or multiple resources;

(d) the percentage of Renewable Supply from the resource to be acquired that Customer expects to utilize in the event the procurement anticipates a Facility Contract for supply to multiple entities;

(e) the identities and expected percentages of Renewable Supply of other customers expected to participate the resource;

(f) acceptable location(s) for the resource;

(g) the desired online date; and

(h) whether the Company is asked to issue and administer a request for proposal.

Section 4.4 Company's Obligation to Procure Customer Renewable Resource.

(a) Upon Customer's written direction under Section 4.1, Company and Customer will identify and evaluate potential Customer Renewable Resources. Company and Customer will work collaboratively and in good faith using commercially reasonable efforts to complete the following actions after the Customer's written direction under Section 4.1. The time periods set forth below may be revised by mutual agreement of the Parties:

(i) within sixty (60) days, identify and establish the terms of procuring a Customer Renewable Resource in accordance with Section 4.2;

(ii) within ninety (90) days, develop a request for proposals or other appropriate process for selecting a Customer Renewable Resource, which time period will be extended as necessary to accommodate any required Commission approval of the solicitation process; and

(iii) within one hundred and eighty (180) days (unless delayed by the Commission or a Renewable Resource Provider other than the Company, in which case the time for performance shall be extended on a day-for-day

basis), enter into and complete negotiations to procure the Customer Renewable Resource and submit applications for any regulatory approvals required for the procurement, on terms reasonably acceptable to the Customer and Company.

(b) In the event Customer identifies a potential Customer Renewable Resource on its own, Customer shall provide Company a detailed term sheet or proposed definitive agreement with a Facility Owner. Company shall review such term sheet or agreement and provide a detailed explanation of any unacceptable terms or other concerns with the proposed material terms and conditions within fifteen (15) Business Days following receipt, and thereafter work with Customer and the Facility Owner in a good-faith attempt to address and mitigate such unacceptable terms and concerns.

(c) The Customer, shall pay all internal and external costs, if any, reasonably incurred by Company and directly related to the Company's acquisition of a Customer Renewable Resource under this Section. Upon receipt of Customer's notice under Section 4.1, Company shall provide Customer with a good faith estimate of Company's costs for Customer's approval prior to Company commencing work to acquire the Customer Renewable Resource. The Company shall seek prior authorization from Customer prior to incurring any costs for which the Company intends to seek reimbursement from Customer.

(d) Material Terms and Conditions of Renewable Resource Contract. Prior to entering into any proposed Renewable Resource Contract, the Company shall secure Customer's advance written consent to all material terms and conditions of the same. The Company shall not require any terms or conditions in a Renewable Resource Contract that (i) cannot reasonably be considered market terms or conditions in the renewable energy industry, (ii) unreasonably impair the ability to finance the Customer Renewable Resource, or (iii) address or mitigate risks otherwise addressed or mitigated by Customer pursuant to Section 4.3(b) or assumed by Customer. Company is not obligated to enter into a Renewable Resource Contract with any Customer Renewable Resource Provider if the proposed agreement includes any terms unacceptable to the Company or if entering into such agreement raises other concerns for the Company, each only to the extent it is reasonably expected to materially adversely affect the Company. If a proposed Renewable Resource Contract is, to the Company's reasonable satisfaction, acceptable, then Company shall enter into a definitive Renewable Resource Contract with the Customer Renewable Resource Provider. If the Company has identified unacceptable terms or other concerns that Company has determined are reasonably likely to have a materially adverse effect on it; (i) it shall provide Customer prompt notice detailing the unacceptable terms or other concerns, and (ii) if Customer is able, to the Company's reasonable satisfaction, to mitigate the effects of such unacceptable terms or other concerns, then Company shall enter into a definitive Renewable Resource Contract after the mitigation proposed by Customer is agreed to in writing by the Parties. Company

agrees that it will not amend the Renewable Resource Contract after the Effective Date without the written consent of Customer.

Section 4.5 No Liability for Performance of Customer Renewable Resource. The Company shall not be liable to the Customer for any partial or total failure to perform by a Renewable Resource Provider, nor shall the Company be obligated to locate or secure a replacement Customer Renewable Resource.

Section 4.6 Enforcement of Contract and Remittance of Damages. The Company shall use commercially reasonable efforts to enforce the terms of each Renewable Resource Contract, consistent with the Company's enforcement of the terms of other contracts between Company and renewable energy providers. All amounts collected by Company for any output shortfall, delay damages, liquidated damages or other damages from the Renewable Resource Provider in excess of Company's reasonable quantifiable costs and damages shall promptly be remitted to Customer, except to the extent provided otherwise in the relevant Renewable Resource Appendix.

Section 4.7 Cost of Renewable Supply. The Customer shall be responsible for all costs incurred by Company under each Renewable Resource Contract for a Customer Renewable Resource, excluding any costs incurred by the Company to the extent caused by the Company's failure to comply with the terms of any such contract. The Cost of Renewable Supply shall be specified in each Renewable Resource Contract and the associated Renewable Resource Appendix.

Section 4.8 Ownership and Transfer of Environmental Attributes. As described herein and in a Renewable Resource Appendix, Customer is purchasing and Facility Owner shall transfer to Customer all Green Tags associated with Renewable Supply actually generated during a Billing Period from Customer Renewable Resources within ninety (90) days after Customer has paid Company's invoice for such Renewable Supply and the Environmental Attributes have been created in WREGIS. Facility Owner shall transfer all Renewable Energy Certificates acquired to Customer's WREGIS account in accordance with applicable WREGIS rules and requirements. Upon written request by Customer, Company shall retain the Renewable Energy Certificates in the Company's WREGIS account and retire them on Customer's behalf. Facility Owner shall pay all costs incurred in transferring the Renewable Energy Certificate(s) to Customer and/or Company retiring them on Customer's behalf.

Section 4.9 Termination of Renewable Resource Contract. Customer may direct Company to terminate any Renewable Resource Contract at any time upon at least 180 days' advance written notice to Company only if such termination will not generate a liability or cost to Company or Company's other customers. Upon any termination of a Renewable Resource Contract, Company will be relieved of any obligation to purchase Renewable Supplies from such Renewable Resource Provider or to deliver the same to Customer hereunder.

ARTICLE V.
SERVICE RATES AND CHARGES

Section 5.1 Rates for Power and Energy Delivered to Customer. The amount to be paid by Customer to Company for Power and Energy delivered to Customer under this Agreement shall be calculated based upon (a) the Cost of Renewable Supply; (b) Transmission voltage level Customer Charges, Administrative Fee, Delivery Facilities Charges, and Daily Power Charges, all as specified in Schedule 32; (c) Charges for Supplementary Supply based on the Applicable General Service Schedule; (d) any applicable equipment lease or subscription charges; (e) any applicable demand side management or other applicable surcharges or credits; and (f) any applicable taxes.

Section 5.2 Company Purchase of Excess Energy. Company agrees to purchase from Customer each kWh of Renewable Supply, if any, in excess of Customer's aggregate metered kWh load in any hour at each Retail Point of Delivery ("Excess Energy"). The purchase price for such Excess Energy shall be the price per MWh specified in the Company's Utah Electric Service Schedule No. 37, or a successor schedule, as approved by the Commission and in effect for a like resource at the time of purchase. In the event the amount of Excess Energy exceeds three MWh per hour on a consistent basis over a period in excess of three months, Company may determine a purchase price for future Excess Energy in a manner consistent with the Company's Utah Electric Service Schedule No. 38, or a successor schedule, as approved by the Commission and in effect for a like resource at the time of purchase. The total purchase price for all Excess Energy purchased by Company each month under this Agreement shall be credited against Customer's aggregated invoice from Company for that same month.

Section 5.3 General Non-Compensable Curtailment. The generation of Renewable Supply from the Facility and, therefore, the delivery of such Renewable Supply to Customer may be curtailed under 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 generation interconnection agreement between the Seller (in an RRC) and Company, (b) the Market Operator, 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 (excluding curtailment of purchases for general economic reasons unilaterally directed by the Market Operator or PacifiCorp acting solely in its merchant function capacity), even if and no matter how 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 any way in order to meet its obligations to the Market Operator, Transmission Provider or Network Service Provider to operate within system limitations or otherwise, (c) the Facility's 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 ("Non-Compensable Curtailment"). "Market Operator" means the California Independent System Operator or any successor or other entity performing the market operator function for the Energy Imbalance Market or any other market in which the Facility may hereafter participate. "Transmission Provider" means PacifiCorp Transmission, including the Grid Operations business unit. "Network Service Provider" means PacifiCorp Transmission, as a provider of network service to PacifiCorp under the Tariff. "Tariff" means the PacifiCorp FERC Electric Tariff Volume No. 11 Open Access Transmission

Tariff, as revised from time to time. Customer acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser under the Facility Contract, has no responsibility for or control over PacifiCorp Transmission or any successor Transmission Provider.

Section 5.4 Compensable Curtailment Energy. In the event the Net Output of the Customer Renewable Resource is reduced or affected at any time as a result of a curtailment that is other than Non-Compensable Curtailment ("Compensable Curtailment Energy") under the RRC, Customer's bill will reflect Compensable Curtailment Energy as Net Output delivered to each of Customer's Retail Points of Delivery for all billing purposes as though there had been no such curtailment, except that no Renewable Energy Certificates will be created or transferred.

ARTICLE VI.
BILLING & PAYMENT

Section 6.1 Calculation of the Total Amount Due. The total amount due from Customer to Company each month shall be metered and billed separately for each Retail Point of Delivery. Each invoice and backup information shall be transmitted to Customer both electronically and by U.S. Mail and shall include a consolidated monthly and annual summary for each Retail Point of Delivery specifying Renewable Energy and Supplemental Power received by Customer.

Section 6.2 Payments. All bills shall be paid within thirty (30) days of receipt by Customer. Customer may make payments by check, EDI or wire transfer to an account designated by Company. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall give prompt notice to Company of and the basis for the dispute and shall pay the undisputed portion. Each of the Parties agrees to work in good faith to promptly rectify any disputed amounts. Late payments and any disputed amounts determined to be due to Company shall bear interest at the rate then specified by the Commission or, if no rate is specified, at the then-effective prime rate as specified in The Wall Street Journal.

Section 6.3 No Duplication. Customer shall not be liable under this Agreement to make any payment of amounts due (or for which Customer has paid in advance) if and to the extent that Company has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

Section 6.4 Credit Requirements.

(a) Company acknowledges that, at the time of execution of this Agreement, Customer's credit profile well exceeds the minimum standards to satisfy the definition of Qualified Entity. However, because of the extended duration of this Agreement and the potential for changed credit profile over time, the following standards shall be applicable to this Agreement:

(i) In the event Company determines that the Customer is no longer a Qualified Entity then, upon request by Company, or as specified in a Renewable Resource Appendix, Customer shall deliver to Company within ten (10) days of demand by Company, either a Guaranty from a Qualified Entity or a Letter of Credit in an amount reasonably determined

by Company to secure the payment and performance when due of Customer's obligations related to a Customer Renewable Resource. A Guaranty shall be in a form reasonably acceptable to Company and shall be issued by a Qualified Entity that wholly owns or controls Customer, directly or indirectly.

(ii) No more frequently than two (2) times per calendar year, Company may request the Customer's or its Guarantor's most recent annual audited financial records.

(iii) At the time of and as a condition of entering into each new Renewable Resource Appendix the Company may evaluate Customer's financial status or the Guarantor's financial status relative to the new commitments associated with the new Renewable Resource Appendix. Customer or its Guarantor shall provide Company audited financial records in support of the evaluation under this section.

(iv) A failure on the part of either Customer or Guarantor to so provide such financial information as requested under section 6.4(a)(ii) or (iii) within thirty (30) days of request shall be a Customer default of this Agreement.

(v) To the extent that a Guaranty accepted by Company contains a limitation as to the Guaranteed amount then Company may demand an amended Guaranty in association with each new Renewable Resource Appendix in order to secure the increase in Customer's cumulative obligations to Company.

(vi) The Customer shall maintain any Guaranty at the level last approved by Company and the Guarantor shall maintain Qualified Entity status as determined in the judgement of Company and if a deficiency in either case is not cured within five (5) business days after Company gives Customer notice of such deficiency then the deficiency shall be a Customer default of this Agreement.

(vii) If the Company determines that the Guarantor is not a Qualified Entity or there is a breach of the Guaranty terms then, without waiving any other rights or remedies including declaring Customer default, Company may demand that Customer establish a Letter of Credit in favor of Company in lieu of the Guaranty.

Section 6.5 Adequate Assurances. If Customer has failed to make a timely payment hereunder, and Company has reasonable grounds for insecurity regarding the performance of any obligation of Customer hereunder (whether or not then due), Company may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means a sufficient deposit or other security in the form, amount, and for the term reasonably acceptable to Company, including, but not limited to, cash, a standby irrevocable Letter of Credit, a prepayment, an asset,

a performance bond, or a Guaranty from a Qualified Entity other than Customer, and taking into consideration any security already held by Company. Such Adequate Assurances of Performance shall be provided within five business days after a written demand is made by Company.

ARTICLE VII.
[Reserved]

ARTICLE VIII.
OPERATIONAL CONSTRAINTS

Section 8.1 Applicable Requirements. Customer shall comply with all Electric Service Regulations, and all applicable Electric Service Schedules and Regulations.

Section 8.2 Conflict with Interconnection Agreement. To the extent terms and conditions in this Agreement conflict with terms and conditions of any interconnection agreement between Customer and Company, the terms of the interconnection agreements shall control.

ARTICLE IX.
REPRESENTATIONS AND WARRANTIES

Section 9.1 Mutual Representations and Warranties. On the Effective Date, each Party represents, warrants and covenants to the other Party that:

(a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) Except for the approval of the Commission, it has, or to its knowledge expects to timely acquire, all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;

(c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses;

(e) There is not pending, or to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;

(f) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party, and it is capable of assessing the merits of and understanding,

and understands and accepts the terms, conditions and risks of this Agreement; and

(g) It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement.

ARTICLE X.
TERMINATION

Section 10.1 Termination. This Agreement may be terminated or modified as permitted hereunder. If this Agreement is terminated for any reason, service to Customer at each Enrolled Meter shall be in accordance with the Company's Commission-approved Applicable Rate Schedule.

Section 10.2 Material Adverse Conditions. If any subsequent change in the law applicable to this Agreement contains any condition or otherwise modifies the provisions of this Agreement in a manner that is materially adverse to either Party, the Party adversely impacted by the condition or modification may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the effective date of the change in law; provided, however, that the other Party may avoid termination under this provision by electing in its sole discretion to make the adversely impacted Party whole.

ARTICLE XI.
FORCE MAJEURE

Section 11.1 Definition of Force Majeure. Neither Party shall be under obligation or subject to any liability or damages for any act or event that delays or prevents Company or Customer from timely performing its obligations under this Agreement or from complying with this Agreement if such act or event is beyond the reasonable control of, and could not have been prevented or mitigated with the exercise of reasonable due diligence by, the Party relying thereon as justification for such delay, nonperformance or noncompliance (such act or event, a "Force Majeure"). Force Majeure includes without limitation, (a) an act of God or the elements, explosion, fire, epidemic, landslide, mudslide, sabotage, lightning, earthquake, flood or similar cataclysmic event, an act of public enemy, war, terrorism, blockade, civil insurrection, riot, civil disturbance, boycott, strike or other labor difficulty caused or suffered by third parties beyond the reasonable control of Customer or Company (whether such cause is similar or dissimilar to the foregoing or is foreseen, unforeseen, or foreseeable), (b) the operation and effect of any law, rule, regulation, or other acts of governmental authorities, whether federal, state or local, not initiated or supported by the Party claiming the event of Force Majeure, or (c) failure, breakdown of or damage to the Company's or third-party's facilities (including a Customer Renewable Resource) if caused by an independent event of Force Majeure. Force Majeure does not include changes in economic or market conditions that affect the cost of fuel or fuel transportation, the cost of transmission, the demand for products manufactured by Customer, the price of energy, or that otherwise render this Agreement uneconomic or unprofitable for a Party. Should an event of Force Majeure occur, and (1) Customer claims Force Majeure, then Customer shall have no liability for service until service is restored, except for any minimum monthly payments or

termination charges designed to cover special facilities extension costs, or (2) the Company claims Force Majeure, then Customer shall have no liability for service until service is restored. The Party claiming Force Majeure shall make commercially reasonable efforts to remedy the cause thereof. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect. Notwithstanding this Article XI, Company's obligations to provide electric service under this Agreement shall be governed by the section of Electric Service Regulation No. 4, entitled "Continuity of Service."

Section 11.2 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure shall be excused by the Force Majeure.

Section 11.3 Right to Terminate. If a Force Majeure event prevents a Party from substantially performing its obligations hereunder for a period exceeding two hundred and forty (240) consecutive days (despite such Party's effort to take all reasonable steps to remedy the effects of the Force Majeure with all reasonable dispatch), then the Party not affected by the Force Majeure event, with respect to its obligations hereunder, may terminate this Agreement by giving ten (10) days' prior notice to Company. Upon such termination, neither Party will have any liability to the other with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising hereunder before the effective date of such termination. Notwithstanding the foregoing, this Agreement may be terminated for Force Majeure exceeding two hundred and forty (240) consecutive days only if the Renewable Resource Contract is also terminated.

ARTICLE XII.
LIABILITY

Subject to the limitations of liability contained herein and in Company's Electric Service Regulations, each Party will defend and indemnify and hold harmless the other Party from and against any liability, damage, loss, costs and expenses, including, but not limited to, employees, occurring on or occasioned by facilities owned or controlled by such Party, to the extent such injury or damage resulted from the negligence or willful misconduct of such Party.

ARTICLE XIII.
RECORDS: AUDIT

Company shall create and keep accurate accounts of calculations, costs, expenses and liabilities substantiating amounts due from Customer to Company under this Agreement, including accounts of Company costs under Renewable Resource Contracts ("Records"). Company shall maintain the Records in a format sufficient to allow verification that same are complete, accurate, and up-to-date. Company shall keep and maintain the Records for a period of at least five (5) years after the respective records are created, and Customer may inspect and audit those records during normal business hours upon reasonable advance notice and with as little impact to Company's business as reasonably possible. At Customer's request, Company shall use commercially reasonable efforts to obtain similar records from its counterparties under any

Renewable Resource Contracts. The Parties shall bear their respective costs of such audits and inspections.

ARTICLE XIV.
ASSIGNMENT

Section 14.1 Assignment by Customer. Customer may not assign all or any portion of its rights and obligations under this Agreement without Company's consent, which shall not be unreasonably withheld, conditioned or delayed. Any assignment is subject to (1) such successor's qualification as a customer under Company's policies, including credit policies, and the Electric Service Regulations, and (2) the written agreement of such successor to be bound by this Agreement and the Electric Service Regulations and to assume the obligation of Customer from the date of assignment. If Company consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement and the Electric Service Regulations through the date of assignment. Commission approval shall not be required for any assignment by Customer as permitted hereunder.

Section 14.2 Assignment by Company. Company may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) Affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party, upon approval of the same by the Commission.

ARTICLE XV.
INFORMATION

Section 15.1 Furnishing Information. Upon Company's request, Customer shall submit its year-end audited financial statements to Company, certified to be true and correct and in accordance with Generally Accepted Accounting Principles or Government Auditing Standards, as applicable; provided that public filings by Customer shall be deemed to satisfy this requirement. Company will keep non-public financial information confidential.

Section 15.2 Accuracy of Information. Each Party represents that to the actual knowledge of those representatives of such Party listed on Exhibit D, all information it has furnished or will furnish to the other Party in connection with this Agreement will be accurate and complete in all material respects. Each Party also represents that it has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Customer or the obligations of the other Party under this Agreement.

Section 15.3 Confidentiality.

(a) Except as expressly provided in this Agreement or as agreed in writing by the other Party, each receiving Party will (a) keep strictly confidential and take reasonable precautions to protect against the disclosure of (i) the terms and conditions and other facts with respect to this Agreement and (ii) all Confidential Information, and (b) not knowingly use Confidential Information for any purposes

other than performing its obligations under this Agreement; provided, a Party may disclose facts, terms and conditions referred to in clause (a) above and Confidential Information to those of its or its Affiliates' directors, officers, members, employees, representatives, agents, consultants, attorneys or auditors (collectively, "Representatives") who need to know such information for the purposes of performing the receiving Party's obligations under this Agreement if, prior to being told of such matters or being given access to Confidential Information, such Representatives are informed of the confidentiality thereof and the requirements of this Agreement and are directed to comply with the requirements of this Agreement. Each Party will be responsible for any breach of this Agreement by its Representatives.

(b) Either Party may disclose the substance or terms of this Agreement as required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, subject to the condition that the disclosing Party give prompt notice to the other Party, so that a protective order or other protective arrangements may be sought by such other Party.

Section 15.4 Publicity and Marketing.

(a) No announcement or press release regarding the arrangement contemplated under this Agreement, including the existence hereof, shall be made by the Company without the prior written approval of the Customer. In addition, without obtaining the Customer's prior written consent, Company shall not, and shall cause its agents not to, engage in advertising, promotion or publicity containing non-public information concerning this Agreement, or make public use of the Customer's name, trade names, trademarks, service marks, insignias, symbols, logos or any other product, service or organization designation, or specifications or drawings.

(b) Company shall not infringe upon Customer's Green Tag Reporting Rights. Among other things, Company shall not claim any renewable energy credits or certificates, Environmental Attributes, or other "renewable energy," "green energy," "clean energy" or similar attributes of the Renewable Supply as belonging to Company.

(c) Other than as required for utility regulatory purposes or by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction, Customer shall have the exclusive, unilateral right to determine the timing of any press release and initial public disclosure with respect to the execution of this Agreement and any Customer Renewable Resource.

(d) Simultaneous with the execution of this Agreement, Company, Customer and Renewable Resource Provider shall enter into a Marketing Communication Agreement in a form substantially similar to the form in Exhibit 7 of the Renewable Resource Contract regarding marketing and publicity.

ARTICLE XVI.
DISPUTE RESOLUTION

Section 16.1 Administrative Remedies. Alternative Dispute Resolution. In the event of a dispute arising under this Agreement regarding any matter for which the Commission has jurisdiction, the Party seeking a claim of breach shall first exhaust its administrative remedies in accordance with the Commission's administrative rules. In the event of any other dispute arising under this Agreement, for which the Commission does not have jurisdiction, the Parties shall first attempt to resolve the matter through direct negotiation between the representatives of the Parties. If the representatives are unable to resolve the issue within a reasonable period of time after presentation of the dispute, then the Parties agree to participate in non-binding mediation in good faith, using a mediator mutually agreeable to the Parties, prior to engaging in any arbitration or court proceeding or other legal action in connection with such dispute. The costs of mediation, including the costs of the mediator, if any, shall be shared equally between the Parties.

Section 16.2 Governing Law; Jurisdiction; Venue. All provisions of this Agreement and the rights and obligations of the Parties shall in all cases be governed by and construed in accordance with the laws of the state of Utah applicable to contracts executed in and to be wholly performed in Utah by Persons domiciled in the state of Utah. Subject to the provisions of Section 16.1, each Party agrees that any dispute relating to this Agreement, the Electric Service Regulations or the transactions contemplated hereby or thereby shall be brought before the Federal courts located within the state of Utah, or state courts of the state of Utah, and each Party consents to the exclusive jurisdiction of such fora (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Section 16.3 Waiver of Jury Trial. 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 any 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.

ARTICLE XVII.
DEFAULT; REMEDIES; WAIVER

Section 17.1 Default in Purchasing Renewable Supply. Each Renewable Resource Contract shall provide that, in the event Customer defaults in its obligation to purchase and pay for all Renewable Supply purchased by Company under such Renewable Resource Contract and delivered to Customer, and fails to cure such default within thirty (30) days of Customer's receipt of written notice of default, Company's obligation to acquire or purchase Renewable Supply under such Renewable Resource Contract shall cease and, subject to notice and

termination provisions in the applicable RRC, Company may elect to terminate such Renewable Resource Contract, in which case the Renewable Resource Appendix associated with such Renewable Resource Contract shall terminated and removed from this Agreement.

Section 17.2 Remedies; Waiver. Subject to the provisions of Article XVI, either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Company's liability for any action arising out of its activities relating to this Agreement or Company's electric utility service shall be as specified by applicable Utah laws or regulations. Under no circumstances shall either party be liable for any special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement or the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement or the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

ARTICLE XVIII.
COMMUNICATIONS AND NOTICE

Any notice required or desired to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, electronic mail or by registered or certified mail, return receipt requested, to the other Party at the address set forth below:

[redacted]

[redacted]

[redacted]

[redacted]

ARTICLE XIX.
REGULATORY APPROVAL; INTENT

Section 19.1 No Modification Request. This Agreement is subject to approval by the Commission as a condition precedent to performance. Both Parties agree that, during the term of this Agreement, they will not petition the Commission for or otherwise seek or support provisions in any order of the Commission that would cancel, terminate or modify the specific provisions of this Agreement or prejudice the other Party in the performance of this Agreement in any way without the prior written consent of the other Party.

Section 19.2 Regulatory Approval. If the Commission order approving this Agreement includes 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 written notice within thirty (30) days of the entry of the Commission order, in which case the Parties will negotiate in good faith in an effort to reach agreement on revisions or an amendment to this Agreement with mutually acceptable rates, terms and conditions for service to Customer, which amendment or revised agreement shall be subject to Commission approval.

ARTICLE XX.
MISCELLANEOUS

Section 20.1 Sole Purpose Agreement. This Agreement and the rates and provisions contained herein are based upon the specific load, operating and cost characteristics of the Customer, and on specific Utah laws, and are thus applicable only to the Customer.

Section 20.2 Jurisdiction of Regulatory Authorities. The terms of Schedule 32, the Applicable General Service Schedule.

Section 20.3 Integration; Amendment. All effective electric service agreements previously or hereafter entered into by Company and Customer with respect to all Retail Points of Delivery shall remain in full force and effect, except to the extent inconsistent with or superseded by this Agreement. All terms and conditions with respect to Renewable Supply under this Agreement are merged into this Agreement, and no previous or contemporary representation or agreement made by any officer, agent or employee of Company or Customer relating to Renewable Supply shall be binding upon either Party unless contained herein. Except as otherwise expressly provided, this Agreement may be modified only by a subsequent written amendment or agreement executed by both Parties.

Section 20.4 Conflicts with Electric Service Agreements. To the extent terms and conditions in this Agreement conflict with terms and conditions of any other electric service agreements between Customer and Company, the terms of this Agreement shall control.

Section 20.5 Survival. The provisions of this Agreement that by their nature are intended to survive the termination, cancellation, completion, or expiration of this Agreement shall continue as a valid and enforceable obligation of the Party notwithstanding any such termination, cancellation, completion, or expiration.

Section 20.6 Good Faith Efforts. Company and Customer each agree that each Party shall, in good faith, take all reasonable actions necessary to permit each Party to fulfill its obligations under this Agreement. Where the consent, agreement or approval of either Party must be obtained hereunder, such consent, agreement or approval shall not be unreasonably withheld, conditioned or delayed. Where either Party is required or permitted to act or omit to act based on its opinion or judgment, such opinion or judgment shall not be unreasonably exercised.

Section 20.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all such counterparts will together constitute but one and the same instrument. Company and Customer may retain a duplicate copy of this Agreement, which will be considered an equivalent to this original.

Section 20.8 Independent Contractor Relationship. The Parties intend that an independent relationship will be created by this Agreement. No agent, employee, or representative of the Company shall be deemed to be an employee, agent, or representative of the Customer for any purpose, and the employees of the Company are not entitled to any of the benefits the Customer provides for its employees. No agent, employee, or representative of the Customer shall be deemed to be an employee, agent, or representative of the Company for any purpose, and the employees of the Customer are not entitled to any of the benefits the Company provides for its employees. Each Party will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

Section 20.9 Severability. If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term does not change the relative benefits or liabilities between the Parties, then the validity

of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

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

CUSTOMER:

IHC HEALTH SERVICES, INC.

Authorized Signature: Robert Allen
Robert Allen (Apr 16, 2021 05:03 MDT)

Name (print): Robert Allen

Title: Chief Operating Officer

Date: Apr 16, 2021

COMPANY:

ROCKY MOUNTAIN POWER

By: _____

Name: _____

Title: _____

of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. However, to the extent that any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, and the removal of such term would change the relative benefits and liabilities between the Parties, then the Parties shall negotiate in good faith to attempt to draft an amendment to this Agreement that preserves or restores the relative benefits and liabilities as they existed between the Parties at the time the Agreement was executed.

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

CUSTOMER:

IHC HEALTH SERVICES, INC.

By: _____

Name: _____

Title: _____

COMPANY:

ROCKY MOUNTAIN POWER

By: _____

Name: Gary Hoogeveen

Title: President & CEO

Exhibit A

[Renewable Resource Appendices]

Attached Appendices:

	Project/Appendix	Anticipated Delivery Start Date
1.	Renewable Resource Appendix A - Resource A: [Castle Solar, LLC]	June 30, 2022
2.		

Renewable Resource Appendix No. 1;
Resource A
[Castle Solar, LLC]

This Renewable Resource Appendix No. 1 For Resource A [Castle Solar, LLC] supplements, forms a part of, and is subject to, the terms of the Renewable Energy Contract (Schedule 32) ("Agreement") executed and entered into on the 2nd day of February, 2021, by and between PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Company"), and IHC health Services, Inc. a Utah corporation ("Customer").

This Appendix is a "Renewable Resource Appendix" within the meaning of the Agreement. In the event of any inconsistency between a provision of the Agreement and a provision of this Appendix, the provision of this Appendix shall control for purposes of acquiring and delivering the Customer Renewable Resource referenced herein. Capitalized terms used and not otherwise defined in this Appendix will have the meanings assigned to them in the Agreement.

Project Name:	Castle Solar, LLC("Project" or "Resource")
Expected Delivery Start Date:	June 30, 2022
Seller:	Castle Solar, LLC
Buyer:	IHC Health Services, Inc.(Customer)
Type of Resource:	solar photovoltaic
Maximum Renewable Power:	20 MW
Product:	Power, Energy and RECs
Term	[redacted]
Cost of Renewable Supply:	[redacted]
Point(s) of Delivery:	69 kV at PacifiCorp McFadden Substation (Q752)
Estimated Production:	[redacted]
Renewable Contract Power:	20 MW
Other Terms and Conditions (as applicable):	

IHC HEALTH SERVICES, INC.

Authorized Signature: Robert Allen
Robert Allen (Apr 16, 2021 08:04 MDT)

Name (print): Robert Allen

Title: Chief Operating Officer

Date: Apr 16, 2021

ROCKY MOUNTAIN POWER

By: _____

Name: _____

Title: _____

IHC HEALTH SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

ROCKY MOUNTAIN POWER

Bruce Griswold Digitally signed by Bruce Griswold
Date: 2021.04.02 07:53:23 -07'00'

By: _____

Name: Bruce Griswold

Title: Director, Short-term Origination

Date: April 2, 2021

Attachment 1

To Renewable Resource Appendix No. 1

For Resource A:

[Cost of Renewable Supply]

[redacted]	Price ($/MWh)
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Attachment 2

To Renewable Resource Appendix No. 1

For Resource A:

[Estimated Production]

Retail Points of Delivery - Site Name	Address	Account#	Meter#	Line #	Rate Schedule	% Allocation	kW Allocation	Supp. Contract Demand - KW
[redacted]								

REDACTED

REDACTED

Retail Points of Delivery - Site Name	Address	Account#	Meter#	Line #	Rate Schedule	% Allocation	kW Allocation	Supp. Contract Demand - KW
[redacted]								

Retail Points of Delivery Allocation (MWh)	January	February	March	April	May	June	July	August	September	October	November	December	TOTAL
[redacted]													

Exhibit B

[Form of Delivery Schedule Supplement]

Project Description:	Expected Effective Date:	Expected Resource Size (kW):
Resource A [Castle Solar, LLC]	June 2022	20 MW
Resource B: [_____]		
Resource C: [_____] [Etc.]		

Renewable Contract Power:	Total [kW]	Retail Delivery Point [1] [% / kW]	Retail Delivery Point [2] [% / kW]
	20,000	100%	
-Resource A			
-Resource B			
-Resource C			
Total:			

Estimated Energy (Before Losses):	Total [MWh]	Retail Delivery Point [1] [% / MWh]	Retail Delivery Point [2] [% / MWh]
January			
-Resource A			
-Resource B			
-Resource C			
Total:			
February			
-Resource A			
-Resource B			
-Resource C			
Total:			

March
-Resource A
-Resource B
-Resource C
Total:
April
-Resource A
-Resource B
-Resource C
Total:
May
-Resource A
-Resource B
-Resource C
Total:
June
-Resource A
-Resource B
-Resource C
Total:
July
-Resource A
-Resource B
-Resource C
Total:
August
-Resource A
-Resource B
-Resource C
Total:
September
-Resource A
-Resource B
-Resource C
Total:
October
-Resource A
-Resource B
-Resource C
Total:
November
-Resource A
-Resource B
-Resource C
Total:

December
-Resource A
-Resource B
-Resource C
Total:

Annual Totals:

Exhibit C

[Form of Letter of Credit]

(to be added)

Exhibit D

[Actual Knowledge Personnel]

Company:

Customer:

REDACTED
Rocky Mountain Power
Exhibit RMP___(CME-2)
Docket No. 21-035-26
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Exhibit Accompanying Direct Testimony of Craig M. Eller

Renewable Resource Contract

April 2021

RENEWABLE RESOURCE CONTRACT

BETWEEN

CASTLE SOLAR, LLC

AND

PACIFICORP

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Exhibit 22.1	Addresses

RENEWABLE RESOURCE CONTRACT

THIS RENEWABLE RESOURCE CONTRACT is entered into this 30th day of March, 2021, between Castle Solar, LLC, a Delaware limited liability company (the "Seller"), and PacifiCorp, an Oregon corporation ("PacifiCorp"). Seller and PacifiCorp are sometimes referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Seller intends to construct, own, operate and maintain a solar-powered generation facility for the generation of electric energy located in Emery County, Utah with an Expected Nameplate Capacity Rating of 40 MW (AC) (the "Facility").

WHEREAS, Seller expects that the Facility will produce [redacted] of Net Output in the first year of operation, of which a percentage, calculated by dividing the Contracted Capacity by the Nameplate Capacity Rating, will be Contracted Output under this Agreement. Seller estimates that the Contracted Output will be delivered during each calendar year according to the estimates of monthly output set forth in Exhibit A. Seller acknowledges that PacifiCorp will include this amount of energy in PacifiCorp's resource planning.

WHEREAS, Seller desires to sell, and PacifiCorp desires to purchase, the Contracted Output, and Environmental Attributes generated by or associated with the Contracted Output, approximately 20 MW (AC) portion of the Facility.

WHEREAS, Seller acknowledges that the Contracted Output and associated Environmental Attributes generated by the Facility will be delivered by Seller to PacifiCorp and re-delivered by PacifiCorp to or for the benefit of IHC Health Services, Inc. ("Customer") pursuant to a Renewable Energy Contract (Schedule 32) between Customer and PacifiCorp dated March 30, 2021, and Customer Appendix 1, in accordance with Utah Code Ann. 54-17-801-805 and Electric Service Schedule 32 ("Customer Contract").

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

SECTION 1.
DEFINITIONS, RULES OF INTERPRETATION

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

"AAA" means the American Arbitration Association.

"Abandonment" means (a) the relinquishment of all possession and control of the Facility by Seller, other than pursuant to a transfer permitted under this Agreement, or (b) if after commencement of the construction and prior to the Commercial Operation Date, there is a complete cessation of the construction, testing, and inspection of the Facility for ninety (90) consecutive days by Seller and Seller's contractors, but only if such relinquishment or cessation is not caused by or attributable to an Event of Default by PacifiCorp, a request by PacifiCorp, or an event of Force Majeure.

"AC" means alternating current.

"Affiliate" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to PacifiCorp, Affiliate shall only include Berkshire Hathaway Energy Company and its direct, wholly owned subsidiaries.

"Agreement" means this Renewable Resource Contract and any renewal hereof and any appendix, exhibit or amendment hereto.

"As-built Supplement" is a supplement to be added to Exhibit 6.1 that describes the Facility as actually built, pursuant to Section 6.1 and includes an American Land Title Association survey of the Premises.

"Business Day" means any day on which banks in Salt Lake City, Utah, are not authorized or required by Requirements of Law to be closed, beginning at 6:00 a.m. and ending at 5:00 p.m. local time in Utah.

"Capacity Rights" means any current or future defined characteristic, certificate, tag, credit, ancillary service or attribute thereof, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Facility or the Facility's capability and ability to produce energy. Capacity Rights are measured in MW and do not include any Tax Credits, or any other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility. The Parties recognize that currently there is no organized market for Capacity Rights in the PacifiCorp East Balancing Authority Area (as that area is defined by the Western Electricity Coordinating Council).

"Change of Control" means, with respect to Seller, any transaction or series of transactions following which Seller's Parent Entity no longer directly or indirectly (i) remains the owner of more than fifty percent (50%) of the direct or indirect equity or voting interests of Seller which are not otherwise held by Seller's Lenders, or (ii) retains the power to control the management and policies of Seller.

"Commercial Operation" means that not less than 19 MW (AC) of Contracted Capacity of the Facility is fully operational and reliable and the Facility is fully interconnected, fully integrated, and synchronized with the System, all of which are Seller'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 Seller gives PacifiCorp notice that Commercial Operation has occurred:

(a) PacifiCorp has received a letter addressed to PacifiCorp from a Licensed Professional Engineer certifying: (1) the Nameplate Capacity Rating of the Facility at the anticipated time of Commercial Operation, which must include at least 19 MW (AC) of Contracted Capacity; and (2) that the Facility is able to generate electric energy reliably in amounts expected by and consistent with the terms and conditions of this Agreement;

(b) PacifiCorp has received a letter addressed to PacifiCorp from a Licensed Professional Engineer certifying that, in conformance with the requirements of the Generation Interconnection Agreement: (1) all required Interconnection Facilities have been constructed, (2) all required interconnection tests have been completed, and (3) the Facility is physically interconnected with the System in conformance with the Generation Interconnection Agreement;

(c) PacifiCorp has received a letter from a Licensed Professional Engineer addressed to PacifiCorp certifying that Seller has obtained or entered into all Required Facility Documents;

(d) PacifiCorp has received a certificate from an officer of Seller stating that neither Seller nor the Facility are in violation of or subject to any liability under any Requirements of Law;

(e) Seller has satisfied its obligation to pay for any network upgrades or other interconnection costs required under the Generation Interconnection Agreement (as those terms are defined in the Generation Interconnection Agreement); and

(f) PacifiCorp has received the Default Security, as applicable.

Seller must provide written notice to PacifiCorp stating when Seller believes that the Facility has achieved Commercial Operation and its Nameplate Capacity Rating and Contracted Capacity, accompanied by the documentation described above. PacifiCorp must respond to Seller's notice within ten (10) Business Days of receipt of a notice satisfying the requirements of the preceding sentence. If PacifiCorp does not respond to Seller's complying notice within such time period, the Commercial Operation Date will be the date of PacifiCorp's receipt of such complying notice from Seller. If PacifiCorp informs Seller within such ten (10) Business Day period that PacifiCorp reasonably believes the Facility has not achieved Commercial Operation, identifying the specific areas of deficiency, Seller must address the concerns stated in PacifiCorp's deficiency notice to the reasonable satisfaction of PacifiCorp; the Commercial Operation Date will then be the date that the matters identified in PacifiCorp's deficiency notice have been addressed to PacifiCorp's reasonable satisfaction. If Commercial Operation is achieved with a Contracted Capacity of at least 19 MW (AC) but less than 20 MW (AC) and Seller informs PacifiCorp that Seller intends to bring the Contracted Capacity up to 20 MW (AC), Seller shall provide PacifiCorp, no later than ten (10) Business Days after the Commercial Operation Date, with a list of all items to be completed in order to achieve Final Completion ("Final Completion Schedule"). All items on the Final Completion Schedule must be completed on or before the one hundred eightieth (180th) day after the Commercial Operation Date. If a Final Completion Schedule is not provided to PacifiCorp within ten (10) Business Days following the Commercial Operation Date, then the date of Final Completion shall be the same as the Commercial Operation Date.

"Commercial Operation Date" means the date that Commercial Operation is achieved for the Facility.

"Commission" means the Utah Public Service Commission.

"Compensable Curtailment Energy" has the meaning described in Section 5.1.3.

"Compensable Curtailment Price" is defined in Section 5.1.3(b).

"Contract Interest Rate" means the lesser of (a) the highest rate permitted under Requirements of Law or (b) 200 basis points per annum plus the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by Citibank, N.A. as its "prime rate." If a Citibank, N.A. prime rate is not available, the applicable prime rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with $10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest is being paid.

"Contract Price" means the applicable price, expressed in $/MWh for Contracted Output, Green Tags, and Capacity Rights stated in Section 5.1 and Exhibit 5.1.

"Contract Year" means any consecutive 12-month period during the Term, commencing at 00:00 hours on the Commercial Operation Date or any of its anniversaries and ending at 24:00 hours on the last day of such 12-month period.

"Contracted Capacity" means the MW (AC) of the Nameplate Capacity Rating dedicated to produce Contracted Output pursuant to this Agreement. The Contracted Capacity is expected to be 20 MW (AC), but is subject to possible adjustment down to 19 MW (AC) under the last paragraph of the definition of Commercial Operation.

"Contracted Output" means the Net Output of the Facility associated with the Contracted Capacity. For purposes of calculating payment under this Agreement, Contracted Output of energy shall be a percentage of the amount of energy flowing through the Point of Delivery calculated by dividing the Contracted Capacity by the Nameplate Capacity Rating.

"Credit Requirements" means a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB+ or greater from S&P, or (b) Baa1 or greater from Moody's, and if such ratings are split, the lower of the two ratings must be at least 'BBB+' or 'Baa1' from S&P or Moody's, respectively; provided that if (a) or (b) is not available, an equivalent rating as determined by PacifiCorp through an internal process review and utilizing a proprietary credit scoring model developed in conjunction with a third party.

"Customer" is defined in the Recitals.

"Customer Appendix 2" means Renewable Resource Appendix No. 2 to the Customer Contract, which details certain agreements between PacifiCorp and Customer relating to the Contracted Output.

"Customer Contract" is defined in the Recitals.

"Daily Delay Damages" means an amount equal to (a) with respect to the first (1st) through and including the one hundred sixty-sixth (166th) day following the Scheduled Commercial Operation Date, US $0 per day (no payment); (b) with respect to the one hundred sixty-sixth (166th) through and including the one hundred and eightieth (180th) day following the Scheduled Commercial Operation Date, US [redacted] and (c) with respect to the one

hundred and eighty-first (181st) day following the Scheduled Commercial Operation Date and each day thereafter, US $18,000 per day.

"Default" is defined in Section 11.1.

"Default Security" is defined in Section 8.3.

"Deficit Damages" means a one-time payment equal to (a) the difference between (i) 20 MW (AC) and (ii) the Contracted Capacity upon the date of Final Completion, stated in MWs (AC), multiplied by (b) [redacted]

"Effective Date" is defined in Section 2.1.

"Electric System Authority" means each of NERC, WECC, WREGIS, an RTO, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the WECC region, as such are applicable to the Seller or PacifiCorp.

"Energy" means electric energy expressed in kilowatt hours.

"Energy Imbalance Market" means generation facilities electrically located within PacifiCorp's balancing authority areas that are, from time to time, bid in to or otherwise subject to dispatch instructions issued or originating from the Market Operator.

"Environmental Attributes" means any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change or any Governmental Authority 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) the ITC or any other Tax Credits, or certain other tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility, (ii) matters designated by PacifiCorp as sources of liability, or (iii) adverse wildlife or environmental impacts.

"Environmental Contamination" means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of federal, state or local laws or regulations, and present a material risk under federal, state or local laws and regulations that the Premises will not be available or usable for the purposes contemplated by this Agreement.

"Event of Default" is defined in Section 11.1.

"Expected Energy" means 55,011 MWh of Contracted Output in the first full Contract Year, reduced by an annual degradation factor of one half of one percent (0.5%) per Contract

Year, measured at the Point of Delivery, which is Seller's best estimate of the projected long-term average annual Contracted Output production, based upon typical solar conditions at the Facility as determined by a Solar Performance Modeling Program, delivered to the Point of Delivery and Contracted Capacity of 20 MW (AC). Seller estimates that the Contracted Output will be delivered during each Contract Year according to the estimates of monthly Contracted Output set forth in Exhibit A. If at Final Completion the Facility's Contracted Capacity is at least 19 MW (AC) but less than 20 MW (AC), Expected Energy for each year as reflected in Exhibit A shall be reduced proportionally each year by multiplying Expected Energy for such year by a fraction, the numerator of which is the Contracted Capacity in MW (AC) and the denominator of which is 20 MW (AC). Seller acknowledges that PacifiCorp will include Expected Energy in PacifiCorp's resource planning. PacifiCorp acknowledges that solar insolation is variable and that the Facility's actual annual output of Net Output in the ordinary course in any given year will be subject to variation caused by differences in the actual solar insolation at the Facility from year to year.

"Expected Nameplate Capacity Rating" means the AC Capacity needed to achieve 40 MW (AC) at the Point of Delivery, the expected maximum instantaneous generation capacity of the Facility. It is determined by summing the inverter derated capacity to the expected design temperatures for this site as assumed in the Solar Performance Modeling Program used to generate the Expected Energy.

"Facility" is defined in the Recitals and is more fully described in attached Exhibit 6.1, which Exhibit may be updated by Seller as provided in Section 2.2, and includes the photovoltaic power generating equipment, including panels, arrays, tracking system (if applicable), inverters, and all other equipment, devices, associated appurtenances owned, controlled, operated and managed by Seller in connection with, or to facilitate, the production, generation, transmission, delivery, or furnishing of electric energy by Seller to PacifiCorp and required to interconnect with the System.

"FERC" means the Federal Energy Regulatory Commission.

"Final Completion" means, subject to the last two sentences of the definition of Commercial Operation, that the Facility is fully operational and reliable, at or greater than 19 MW (AC) of Contracted Capacity, and fully interconnected, fully integrated, and synchronized with the Transmission Provider's System, modified if necessary to reflect the Nameplate Capacity Rating and, if applicable, through completion of all the items set forth on the Final Completion Schedule.

"Final Completion Schedule" is defined in the definition of "Commercial Operation."

"Firm Market Price Index" means the hourly value calculated based on the average prices reported by Intercontinental Exchange, Inc. ("ICE") Day-Ahead PV On-Peak Index and the ICE Day-Ahead PV Off-Peak Index (each, an "ICE Index") for a given day, weighted by the count of hours for each ICE Index on such day, multiplied by the hourly CAISO day-ahead market locational marginal price for the "PACE.DGAP_PACE-APND" location, and divided by the average of the same CAISO prices over all hours in such day. If applicable, the resulting value will be reduced by the integration costs specified in the most recent Commission order as

applicable to the Facility. If any index is not available for a given period, for purposes of calculations under this Agreement, the Firm Market Price Index shall be deemed to equal the average price derived from days in which all published data is available, 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 in this Agreement, during the Term, the Parties shall agree upon a replacement Firm Market Price Index or component that, after any necessary adjustments, provides the most reasonable substitute quotation of the daily price of electricity for the applicable periods.

"Force Majeure" and "event of Force Majeure" are defined in Section 14.1.

"Forced Outage" means NERC Event Types U1, U2 and U3, as set forth in attached Exhibit B, and specifically excludes any Maintenance Outage or Planned Outage.

"Future Program" means a program for qualifying, tracking, registering, certifying, accounting for, transferring, or receiving Environmental Attributes or a market for Capacity Rights that is implemented after the Effective Date.

"Generation Interconnection Agreement" means the Standard Large Generator Interconnection Agreement (LGIA) between PacifiCorp and Seller (Q0752), dated January 31, 2018, as amended on March 16, 2020, and as it may hereafter be further amended.

"Governmental Authority" means any supranational, federal, state or other political subdivision thereof, having jurisdiction over Seller, PacifiCorp or this Agreement, including any municipality, township or county, and any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any corporation or other entity owned or controlled by any of the foregoing.

"Green Tags" [redacted]

"Green Tags Price Component" means the greater of: (1) the price for Green Tags from a renewable electric generating facility other than the Facility determined by arithmetically averaging quotes for such Green Tags from three nationally recognized independent Green Tag brokers selected by PacifiCorp pursuant to which PacifiCorp could reasonably purchase substitute Green Tags similar to those Green Tags that Seller failed to deliver, with delivery terms, vintage period and any renewable program certification eligibility that are similar to those associated with those Green Tags that Seller failed to deliver, calculated as of the date of Seller's failure to deliver such Green Tags or as soon as reasonably possible thereafter; (2) if after the Effective Date a liquid market for Green Tags exists, the price established for Green Tags in such market; or (3) $1.00 per Green Tag.

"Green Tag Reporting Rights" means the exclusive right of a purchaser of Environmental Attributes to report ownership of such Environmental Attributes in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, including under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

"Guaranteed Commercial Operation Date" means [redacted], subject to extension on a day-for-day basis for an Interconnection Delay, up to a maximum of one hundred fifty (150) days. For the avoidance of doubt, the Guaranteed Commercial Operation Date may not be extended for Interconnection Delay beyond [redacted]. Daily Delay Charges will still apply as set forth in Sections 2.5.2, 2.6, and 2.7.

"Guaranteed Energy" has the meaning set forth in Section 6.12.1.

"Hazardous Materials" means any waste or other substance that is listed, defined, designated or classified as or determined to be hazardous under or pursuant to any environmental law or regulation.

"Indemnified Party" is defined in Section 6.2.3(b).

"Indemnifying Party" is defined in Section 6.2.3(b).

"Interconnection Availability Date" means the later of (a) the "Backfeed" milestone date as specified in Appendix B to the Generation Interconnection Agreement, and (b) the date on which such "Backfeed" milestone is actually achieved. As of the Effective Date, the Interconnection Availability Date is expected to be on or before August 14, 2021.

"Interconnection Delay" means the number of days between (a) August 14, 2021 and (b) a new Interconnection Availability Date if the same is delayed or extended by Interconnection Provider after the Effective Date; provided such delayed Interconnection Availability Date is not the result of Seller's failure, in its capacity as interconnection customer, to perform under the Generation Interconnection Agreement or to achieve any of the LGIA Milestones. For example, if the Interconnection Availability Date is delayed by sixty (60) days by Interconnection Delay, the Guaranteed Commercial Operation Date will be extended by sixty (60) days, to February 28, 2023.

"Interconnection Facilities" means, as specified in the Generation Interconnection Agreement, all the facilities installed, or to be installed, for the purpose of interconnecting the Facility to the System, including electrical transmission lines, upgrades, transformers and associated equipment, substations, relay and switching equipment, and safety equipment.

"Interconnection Provider" means PacifiCorp Transmission.

"Inverter" means the equipment installed at the Facility to convert direct current from the Solar Panels to alternating current, as described in Exhibit 6.1.

"Investment Grade" means a senior, unsecured long term debt rating (or corporate rating if such debt rating is unavailable) of (a) BBB- or greater from S&P, or (b) Baa3 or greater from

Moody's, and if such ratings are split, the lower of the two ratings must be at least 'BBB-' or 'Baa3' from S&P or Moody's, respectively.

"ITC" means the investment tax credit established pursuant to Section 48 of the Internal Revenue Code, as such law may be amended or superseded.

"kW" means kilowatt.

"kWh" means kilowatt hour.

"Leases" means the memoranda of lease and redacted leases recorded in connection with the development of the Facility, as the same may be supplemented, amended, extended, restated, or replaced from time to time.

"Lender" means an unaffiliated third party lending money or extending credit (including any financing lease, monetization of tax benefits, transaction with a tax equity investor (including any Affiliate of Seller making such a tax equity investment), backleverage financing or credit derivative arrangement) to Seller or Seller's Affiliates (a) for the construction, term or permanent financing or refinancing of the Facility; (b) for working capital or other ordinary business requirements for the Facility (including for the maintenance, repair, replacement or improvement of the Facility); (c) for any development financing, bridge financing, credit support, and related credit enhancement or interest rate swap or hedge, currency, weather, or Environmental Attributes in connection with the development, construction or operation of the Facility; or (d) for the purchase of the Facility and related rights from Seller.

"Letter of Credit" means an irrevocable standby letter of credit in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests pursuant to such standby letter of credit that:

(a) is issued by a Qualifying Institution;

(b) by its terms, permits PacifiCorp to draw up to the face amount thereof for the purpose of paying any and all amounts owing by Seller under this Agreement;

(c) permits PacifiCorp to draw the entire amount available under the standby letter of credit if such letter of credit is not renewed or replaced at least thirty (30) Business Days prior to its stated expiration date;

(d) permits PacifiCorp to draw the entire amount available under the standby letter of credit if such letter of credit is not increased or replaced as and when provided in Section 8;

(e) is transferable by PacifiCorp to any party to which PacifiCorp may assign this Agreement; and

(f) shall remain in effect for at least ninety (90) days after the end of the Term.

"LGIA Milestones" means the Interconnection Customer milestone dates specified in Appendix B to the Generation Interconnection Agreement as of the Effective Date.

"Liabilities" is defined in Section 12.1.1.

"Licensed Professional Engineer" means a person proposed by Seller and acceptable to PacifiCorp in its reasonable judgment who (a) to the extent mandated by Requirements of Law is licensed to practice engineering in the appropriate engineering discipline for the required certification being made, in the United States, and in all states for which the person is providing a certification, evaluation or opinion with respect to matters or Requirements of Law specific to such state, (b) has training and experience in the engineering disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion, (c) is not an employee of Seller or an Affiliate, and (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or a representative of a manufacturer or supplier of any equipment installed in the Facility.

"Lost Output" means the quantity of Contracted Output that was not delivered to the Point of Delivery (or not accepted by PacifiCorp) during periods constituting Seller Uncontrollable Minutes, reasonably calculated based upon relevant circumstances, including the potential quantity of Contracted Output that otherwise could have been delivered, taking into consideration the cause, time and duration of such Seller Uncontrollable Minutes, solar and meteorological conditions at the site during the Seller Uncontrollable Minutes, and production estimates for the Facility.

"Maintenance Outage" means NERC Event Type MO, as set forth in attached Exhibit B, and includes any outage involving ten percent (10%) of the Facility's Net Output that is not a Forced Outage or a Planned Outage.

"Market Operator" means the California Independent System Operator or any other entity performing the market operator function for the Energy Imbalance Market.

"Marketing Communications Agreement" means an agreement among PacifiCorp, Seller and Customer in a form substantially consistent with the attached Exhibit 7.

"Maximum Delivery Rate" means the maximum hourly rate of delivery in MWh of Net Output or Contracted Output, as applicable, from the Facility to the Point of Delivery, calculated on the basis of the Net Output or Contracted Output, as applicable, delivered in an hour accruing at an average rate equivalent to the Nameplate Capacity Rating or Contracted Capacity, as applicable.

"Mediation Notice" is defined in Section 23.2.1.

"Mediation Procedures" is defined in Section 23.2.1.

"Moody's" means Moody's Investor Services, Inc.

"Mountain Prevailing Time" or "MPT" means Mountain Standard Time or Mountain Daylight Time, as applicable in Utah on the day in question.

"MW" means megawatt.

"MWh" means megawatt hour.

"Nameplate Capacity Rating" means the sum of the maximum installed instantaneous generation capacity of the Inverters of the completed Facility, expressed in MW (AC), and derated to the expected design temperatures for this site as assumed in the energy model used to generate the Expected Energy, when operated in compliance with the Generation Interconnection Agreement and consistent with the recommended power factor and operating parameters provided by the manufacturer of the Solar Panels and Inverters, as set forth in a notice from Seller to PacifiCorp delivered prior to the Commercial Operation Date and, if applicable, updated in a subsequent notice from Seller to PacifiCorp as required for Final Completion. The Nameplate Capacity Rating of the Facility shall not exceed the AC capacity needed to achieve 40 MW (AC) at the Point of Delivery.

"NERC" means the North American Electric Reliability Corporation.

"Net Output" means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments (e.g., Seller's load other than station use), if any.

"Network Resource" is defined in the Tariff.

"Non-Compensable Curtailment" has the meaning set forth in Section 4.4.1.

"Non-Delivery Damages" is defined in Section 6.12.2.

"Offer Notice" has the meaning set forth in Section 11.4.2.

"On-Peak Daylight Hours" means any daylight hours defined as On-Peak hours in Schedule 32.

"Output" means all energy produced by the Facility.

"PacifiCorp" is defined in the Recitals, and explicitly excludes PacifiCorp Transmission.

"PacifiCorp Indemnitees" is defined in Section 12.1.1.

"PacifiCorp Representatives" is defined in Section 6.13.

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

"PacifiCorp's Cost to Cover" means the positive difference, if any, between (a) the sum of (i) the time weighted average of the Firm Market Price Index for each day for which the determination is being made, plus (ii) the Green Tags Price Component, and (b) the Contract Price specified in Exhibit 5.1 in effect on such days, stated as an amount per MWh. If on a given day the difference between (a) minus (b) referenced above is zero or negative, then PacifiCorp's

Cost to Cover shall be zero dollars ($0), and Seller shall have no obligation to pay any amount to PacifiCorp on account of Section 11.2.1 with respect to such day. For any days prior to the Commercial Operation Date, the Contract Price applicable in the first Contract Year shall be utilized for purposes of clause (b).

"Party" and "Parties" are defined in the Recitals.

"Permits" means the permits, licenses, approvals, certificates, entitlements and other authorizations issued by Governmental Authorities required for the construction, ownership or operation of the Facility or occupancy of the Premises, and all amendments, modifications, supplements, general conditions and addenda thereto.

"Planned Outage" means NERC Event Type PO, as set forth in attached Exhibit B, and specifically excludes any Maintenance Outage or Forced Outage.

"Point of Delivery" means the point of interconnection between the Facility and the System, as specified in the Generation Interconnection Agreement and as further described in Exhibit 9.2.

"Post," "Posted" or "Posting" means actions by Seller sufficient to make specified information available to PacifiCorp and Customer through a secure website and through procedures that provide instantaneous and simultaneous notice to PacifiCorp and Customer of the Posting and that permit PacifiCorp and Customer and their consultants and agents to access, download and review the specified documents or information Posted.

"Potential Contracted Output" means the quantity of Contracted Output that Seller is capable of delivering at the Point of Delivery at any specific time. Potential Contracted Output will be calculated using PacifiCorp's solar forecasting vendor AWS Truepower or any other solar forecasting provider agreed upon by the Parties as 100% of the aggregate energy associated with Contracted Capacity available for delivery at the Point of Delivery from the Facility using the best available data obtained through commercially reasonable methods, and shall be dependent on solar insolation data at the Facility, cloud cover forecast models, Facility equipment availability, Solar Panels and Inverter performance guaranties provided by Seller to PacifiCorp, derates and transmission line losses, and any other adjustments necessary to accurately reflect the Facility's capability to produce and deliver energy at the Point of Delivery.

"Premises" means the real property on which the Facility is or will be located, as may be updated by Seller in accordance with Section 2.2.

"Project Development Security" is defined in Section 8.2.

"Prudent Electrical Practices" means any of the practices, methods and acts engaged in or approved by a significant portion of the independent electric power generation industry for solar facilities of similar size and characteristics 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.

"Qualified Operator" is defined in Section 6.2.2.

"Qualifying Institution" means a United States commercial bank or trust company organized under the laws of the United States of America or a political subdivision thereof having assets of at least $10,000,000,000 (net of reserves) and a credit rating on its long-term senior unsecured debt of at least "A" from S&P and "A2" from Moody's.

"Replacement Resource" is defined in Section 11.5.2.

"Reporting Quarter" is defined in Section 6.10.1.

"Required Facility Documents" means the Permits and other authorizations, rights and agreements now or hereafter necessary for construction, ownership, operation, and maintenance of the Facility, and to deliver the Contracted Output to PacifiCorp in accordance with this Agreement and Requirements of Law, including those set forth in Exhibit 3.2.3.

"Requirements of Law" means any applicable and mandatory (but not merely advisory) federal, state and local law, statute, regulation, rule, action, order, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and wildlife protection and occupational safety and health).

"RESA" means that certain Renewable Energy Supply Agreement, dated as of the date hereof, by and between Seller and Customer.

"Restricted Period" has the meaning set forth in Section 11.4.2.

"Rolling Period" is defined in Section 6.12.1.

"RTO" means any entity (including an independent system operator) that becomes responsible as system operator for, or directs the operation of, the System.

"S&P" means Standard & Poor's Rating Group (a division of S&P Global, Inc.).

"SCADA" means supervisory control and data acquisition.

"Schedule 32" means PacifiCorp's Utah Electric Service Schedule 32, as approved by the Commission and in effect at any relevant time.

"Scheduled Commercial Operation Date" means June 30, 2022.

"Seller" is defined in the Recitals.

"Seller Indemnitees" is defined in Section 12.1.2.

"Seller Permitted Transfer" means any of the following: (a) the direct or indirect transfer of shares of, or equity interests in, Seller in a single transaction or series of transactions to a tax equity investor so long as Seller's Parent Entity retains the ability to directly or indirectly control the management and policies of Seller; or (b) a direct or indirect transfer of 50% or more of the

shares of, or equity interests in, or all or substantially all of the assets of, Seller in a single transaction or a series of transactions so long as the transferee (i) is a Qualified Operator or has contracted with a Qualified Operator to operate the Facility, (ii) ensures that Seller maintains all applicable security requirements, (iii) either (A) satisfies the Credit Requirements and is not subject to a negative credit watch from S & P or on Moody's watch list for a potential downgrade below the Credit Requirements, or (B) has a tangible net worth of no less than $125,000,000, and (iv) itself or its Affiliates are not involved in any active or ongoing dispute with PacifiCorp, Customer, or any Affiliate of PacifiCorp or Customer. At least sixty (60) days prior to any transfer under clause (b) of this definition, Seller shall give PacifiCorp notice of such transfer and reasonably consult with PacifiCorp with respect to such transfer.

"Seller Uncontrollable Minutes" means, for the Facility in any Contract Year, the total number of minutes during such Contract Year during which the Facility was unable to deliver Contracted Output to PacifiCorp (or during which PacifiCorp failed to accept such delivery) due to one or more of the following events, each as recorded by Seller's SCADA and indicated by Seller's electronic fault log: (a) a Force Majeure event; (b) to the extent not caused by Seller's actions or omissions, a Non-Compensable Curtailment specified in Section 4.4.1; (c) the System operating outside the voltage or frequency limits defined in the applicable operating manual for the Inverters installed at the Facility; (d) an event resulting in Compensable Curtailment Energy; or (e) a Default by PacifiCorp; provided, however, that if more than one of the events described above in items (a) through (e) occur simultaneously, then the relevant period of time shall only be counted once in order to prevent double counting. Seller Uncontrollable Minutes shall not include minutes when (i) the Facility or any portion thereof was unavailable solely due to Seller's non-conformance with the Generation Interconnection Agreement or (ii) the Facility or any portion thereof was paused or withdrawn from use by Seller for reasons other than those covered in this definition.

"Seller's Cost to Cover" means the positive difference, if any, between (a) the Contract Price per MWh specified in Exhibit 5.1, and (b) the net proceeds per MWh actually realized by Seller from the sale to a third party of both Contracted Output and associated Green Tags not purchased by PacifiCorp as required under this Agreement. If on any given day the difference between (a) minus (b) referenced above is zero or negative, then Seller's Cost to Cover shall be zero dollars with respect to such day, and PacifiCorp shall have no obligation to pay any amount to Seller on account of Section 11.2.2 with respect to such day. For any days prior to the Commercial Operation Date, the Contract Price applicable in the first Contract Year shall be utilized for purposes of clause (a).

"Seller's Parent Entity" means DESRI Holdings, L.P. or Seller's ultimate parent entity following a Seller Permitted Transfer, a Change of Control or other foreclosure, transfer or assignment permitted under Section 20.

"Solar Array" means one or more Solar Panels connected to the same Inverter.

"Solar Panels" means the photovoltaic energy generating panels installed at the Facility, as described in Exhibit 6.1.

"Solar Performance Modeling Program" means a commercially available computer modeling program that is generally accepted in the solar energy industry capable of modeling the Expected Energy and other similar outputs. Solar Performance Modeling Program includes, but is not limited to, the PVSYST program. If Seller elects a Solar Performance Modeling Program to which PacifiCorp does not have access, Seller, at its cost, shall provide PacifiCorp access to the Solar Performance Modeling Program in order for PacifiCorp to fully analyze all modeling provided by Seller under this Agreement.

"Solar Unit" means each inverter connected with photovoltaic arrays, tracking devices, and other equipment necessary for the Facility to collect sunlight and convert it into electricity installed as part of the Facility, which such panels, trackers and inverters shall be specified in Exhibit 6.1.

"SQMD" has the meaning set forth in Section 9.6.

"Start-Up Testing" means the start-up tests for the Facility.

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

"Tariff" means the PacifiCorp FERC Electric Tariff Volume No. 11 Open Access Transmission Tariff, as revised from time to time.

"Tax Credits" means any state, local and/or federal production tax credit, tax deduction, and/or investment tax credit (including the ITC) specific to the production of renewable energy and/or investments in renewable energy facilities.

"Technical Dispute Notice" is defined in Section 23.2.2(a).

"Technical Expert" is defined in Section 23.2.2.

"Term" is defined in Section 2.1.

"Test Energy" means any Contracted Output during periods prior to the Commercial Operation Date and related Capacity Rights.

"Transmission Provider" means PacifiCorp Transmission, including the Grid Operations business unit.

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

"WECC" means the Western Electricity Coordinating Council.

"WREGIS" means the Western Renewable Energy Generation Information System.

"WREGIS Certificate" or "Certificate" means "Certificate" as defined by the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

1.2. Rules of Interpretation.

1.2.1. General. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity's or index's successors; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined in this Agreement shall be construed in accordance with generally accepted accounting principles, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" means "including, without limitation" or "including, but not limited to"; (h) all references to a particular law or statute mean that law or statute as amended from time to time; (i) all references to energy or capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; and (j) the word "or" is not necessarily exclusive. Reference to "days" shall be calendar days, unless expressly stated otherwise in this Agreement.

1.2.2. Terms Not to be Construed For or Against Either Party. Each term in this Agreement will be construed according to its fair meaning and not strictly for or against either Party.

1.2.3. Headings. The headings used for the sections and articles of this Agreement are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions hereof.

1.2.4. Examples. Example calculations and other examples set forth in this Agreement are for purposes of illustration only and are not intended to constitute a representation, warranty or covenant concerning the example itself or the matters assumed for purposes of such example. If there is a conflict between an example and the text hereof, the text shall control.

1.2.5. Interpretation with FERC Orders. Each Party conducts and shall conduct its operations in a manner intended to comply with FERC Order No. 717, Standards of Conduct for Transmission Providers, and its companion orders, requiring the separation of its transmission and merchant functions. Moreover, the Parties acknowledge that Interconnection Provider's transmission function offers transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service.

(a) The Parties acknowledge and agree that the Generation Interconnection Agreement shall be a separate and free standing contract and that the terms hereof are not binding upon the Interconnection Provider. The Parties further acknowledge that this Agreement does not impair or modify Seller's or PacifiCorp Transmission's rights or obligations under the Generation Interconnection Agreement or the Tariff.

(b) Notwithstanding any other provision in this Agreement, nothing in the Generation Interconnection Agreement, nor any other agreement between Seller on the one hand and Transmission Provider or Interconnection Provider on the other hand, nor any alleged event of default in the Generation Interconnection Agreement, shall alter or modify the Parties' rights, duties, and obligations under this Agreement. This Agreement shall not be construed to create any rights between Seller and the Interconnection Provider or between Seller and the Transmission Provider.

(c) Seller acknowledges that, for purposes of this Agreement, the Interconnection Provider and Transmission Provider are deemed separate entities and separate contracting parties from PacifiCorp. Seller acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser in this Agreement, has no responsibility for or control over Interconnection Provider or Transmission Provider, and is not liable for any breach of agreement or duty by Interconnection Provider or Transmission Provider.

SECTION 2.
TERM; FACILITY DEVELOPMENT

2.1. Term. This Agreement shall become binding on the Parties when it is executed and delivered by both Parties and the Commission has entered a final non-appealable Order approving without material modification all of the terms of the Renewable Energy Contract (Schedule 32) related to this Agreement and this Agreement (the "Effective Date"). Unless earlier terminated as provided in this Agreement, this Agreement shall remain in effect until the [redacted] anniversary of the Commercial Operation Date (the "Term").

2.2. Facility. Exhibit 6.1 provides a detailed preliminary description of the intended Facility as of the Effective Date, including identification of the major equipment and components that will make up the Facility, a legal description of the Premises, the Point of Interconnection, and a Site map. No later than the earlier of (i) thirty (30) days after selecting the technology that will make up the Solar Units (panels, inverters and trackers only) for the Facility, and (ii) nine months prior to the Scheduled Commercial Operation Date, Seller shall deliver to PacifiCorp an updated Exhibit 6.1, which will include a detailed description of the intended Facility at Commercial Operation. Upon such delivery by Seller, this Agreement shall be deemed amended to include such updated Exhibit 6.1. Thereafter, Seller shall provide prompt written notice to PacifiCorp of any other material change to the information provided in Exhibit 6.1 with respect to the Facility; provided that Seller may not change the location of the Facility or the Point of Interconnection or Point of Delivery, or, except as specified in Section 6.8, add energy storage capabilities to the Facility, without the advance written consent of PacifiCorp. Seller may at any time during the Term, consistent with Prudent Electrical Practices and upon prior notice to and reasonable consultation with PacifiCorp, replace the Solar Panels, Inverter(s) or trackers identified thereon in the construction of the Facility, or other equipment or components

constituting the Facility (in whole or in part) without PacifiCorp's prior approval, so long as such replacement will not delay the Commercial Operation Date, materially alter the quantity of Contracted Output, or be designed to materially and negatively impact the expected delivery of MWh from the Facility during any On-Peak Daylight Hour, or materially impact Seller's ability to perform its obligations hereunder. In the event of any such replacement, Seller will also update Exhibit A and Exhibit 6.1, as applicable, and upon delivery of such updates by Seller this Agreement shall be deemed amended to include such updated Exhibit A and Exhibit 6.1, as applicable.

2.3. Transmission Service Related Network Upgrades. No later than five (5) days following the Effective Date, PacifiCorp will request designation of this Agreement as a Network Resource with the Transmission Provider. If PacifiCorp receives written notice from the Transmission Provider that no transmission service study will be necessary in connection with designating this Agreement as a Network Resource, PacifiCorp shall provide such notice to Seller within five (5) Business Days of receipt of such notice by PacifiCorp and the termination right under Section 11.6 will no longer be applicable. If a transmission service study is required, PacifiCorp will request that such study evaluate the transmission service request. If a transmission service study is required, and the system impact study from the Transmission Provider confirms that network upgrade costs are necessary to establish designated Network Resource Transmission Service for the Agreement, then PacifiCorp shall have the right under Section 11.6 to terminate the Agreement; provided, however, that PacifiCorp may reach mutual agreement with Customer to otherwise address such costs and cancel any notice of termination under Section 11.6 within the time allowed in that section. PacifiCorp shall provide copies of system impact study results to Seller and Customer within five (5) Business Days of receipt by PacifiCorp.

2.4. Milestones. Time is of the essence in the performance of this Agreement, and Seller's completion of the Facility and delivery of Contracted Output and Green Tags by the Scheduled Commercial Operation Date is critically important. Therefore, Seller shall achieve the following milestones at the times indicated.

2.4.1. On or before the thirtieth (30th) day following the Effective Date, Seller shall provide or post Project Development Security as required in Section 8.2;

2.4.2. On or before the Commercial Operation Date, Seller shall provide or post Default Security as required in Section 8.3;

2.4.3. Seller shall provide PacifiCorp with documentation showing that Seller has obtained retail electric service for the Facility prior to the Commercial Operation Date;

2.4.4. Subject to Sections 2.5.3, 11.3, 11.4 and 11.6, Seller shall cause the Facility to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date; and

2.4.5. If Commercial Operation of the Facility is achieved based on less than 100 percent of the Contracted Capacity, then Seller may inform PacifiCorp, by written notice received no later than ten (10) Business Days after the Commercial Operation Date, that Seller

intends to bring the Contracted Capacity up to but not exceeding 20 MW (AC). Such notice from Seller shall include a Final Completion Schedule. After providing that notice, Seller shall cause the Facility to achieve Final Completion on or before the one hundred eightieth (180th) day after the Commercial Operation Date.

2.5. Project Construction and Final Completion.

2.5.1. On or before the Commercial Operation Date, Seller shall provide to PacifiCorp a certificate from a Licensed Professional Engineer and/or an authorized officer of Seller confirming that the Required Facility Documents that are necessary to construct and operate the Facility have been or will timely be obtained by Seller.

2.5.2. If Commercial Operation is not achieved by the Scheduled Commercial Operation Date, Seller shall pay to PacifiCorp Daily Delay Damages from and after the Scheduled Commercial Operation Date up to, but not including, the earlier of (i) the date that the Facility achieves Commercial Operation and (ii) the Guaranteed Commercial Operation Date, but in no event will Seller owe PacifiCorp cumulative Daily Delay Damages in excess of the Project Development Security.

2.5.3. If the Facility does not achieve Commercial Operation by the Guaranteed Commercial Operation Date, the Parties shall have the rights and obligations specified in Section 11.4, and Seller shall continue to pay Daily Delay Damages to PacifiCorp, until such time as Commercial Operation is achieved or this Agreement is terminated, but in no event will Seller owe PacifiCorp cumulative Daily Delay Damages in excess of the Project Development Security.

2.5.4. If the Facility achieves Final Completion with Contracted Capacity of less than 20 MW (AC), Seller shall pay to PacifiCorp Deficit Damages.

2.5.5. After the date of Final Completion, any partially completed Solar Array shall not be part of the Facility, and Seller shall not undertake to add any such partially completed Solar Array or output from such partially completed Solar Array to the Facility without the prior written consent of PacifiCorp. Any output of such Solar Array or Capacity Rights associated with such output shall be treated as Contracted Output above the Maximum Delivery Rate and is subject to Section 6.8.

2.6. Damages Calculation. Each Party agrees and acknowledges that (a) the damages PacifiCorp would incur due to Seller's delay in achieving Commercial Operation on or before the Scheduled Commercial Operation Date, or failure to reach Final Completion with Contracted Capacity of 20 MW (AC), are difficult or impossible to predict with certainty, and (b) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Daily Delay Damages and Deficit Damages as agreed to by the Parties and set forth herein are a fair and reasonable approximation of such damages. The Parties agree that Daily Delay Damages shall be liquidated damages and PacifiCorp's exclusive remedy for a delay in achieving Commercial Operation through the Guaranteed Commercial Operation Date and believe that Daily Delay Damages fairly represent actual damages. The Parties agree that Deficit Damages shall be liquidated damages and PacifiCorp's exclusive remedy for a failure to reach Final

Completion with Contracted Capacity of 20 MW (AC) and believe that Deficit Damages fairly represent actual damages.

2.7. Damages Invoicing. By the tenth (10th) day following the end of the calendar month in which Delay Damages begin to accrue or Deficit Damages are incurred, as applicable, and continuing on the tenth (10th) day of each subsequent calendar month while such Delay Damages continue to accrue, the Party to whom payment is owed will deliver to the other Party an invoice for the amount owed. No later than ten (10) days after receiving such an invoice and subject to Sections 10.2, 10.3, 10.4 and 10.5, Seller shall pay Delay Damages to PacifiCorp by wire transfer of immediately available funds to an account specified in writing by PacifiCorp, the amount stated in such invoice.

2.8. PacifiCorp's Right to Monitor.

2.8.1. During the Term, Seller will allow PacifiCorp to monitor and will Post monthly updates concerning (a) the progress of Seller regarding the acquisition, design, financing, engineering, construction and installation of the Facility, and (b) the contractors' performance of tests required to achieve Commercial Operation. Seller shall use commercially reasonable efforts to provide PacifiCorp at least ten (10) Business Days' prior notice, and in all circumstances Seller will provide PacifiCorp at least two (2) Business Days' prior notice, of each such performance test. Notwithstanding the foregoing, nothing in this Agreement will be construed to require PacifiCorp to monitor Seller's development of the Facility or to review, comment on, or approve any contract between Seller and a third party.

2.8.2. With respect to the right to receive reports and monitor under this Section 2.8, (i) such monitoring shall occur subject to reasonable rules developed by Seller regarding Facility construction, access, health, safety, and environmental requirements, and (iii) PacifiCorp shall have no liability to Seller for failing to advise it of any condition, damages, circumstances, infraction, fact, act, omission or disclosure discovered or not discovered by PacifiCorp with respect to the Facility or any contractor. Any review or monitoring of the Facility conducted by PacifiCorp will be performed in a manner that does not impede, hinder, postpone, or delay Seller or its contractors in their performance of the engineering, construction, design or testing of the Facility.

2.9. Tax Credits. Seller shall bear all risks, financial and otherwise throughout the Term, associated with Seller's or the Facility's eligibility to receive the ITC or other Tax Credits, or to qualify for accelerated depreciation for Seller's accounting, reporting or tax purposes. The obligations of the Parties under this Agreement, including those obligations set forth in this Agreement regarding the purchase and price for and Seller's obligation to deliver Contracted Output, shall be effective regardless of whether the sale of Output or Net Output from the Facility is eligible for, or receives, the ITC or other Tax Credits during the Term.

SECTION 3.
REPRESENTATIONS AND WARRANTIES

3.1. Mutual Representations and Warranties. Each Party represents, covenants, and warrants to the other that:

3.1.1. Organization. It is duly organized and validly existing under the laws of the State of its organization.

3.1.2. Authority. It has the requisite power and authority to enter this Agreement and to perform according to the terms hereof.

3.1.3. Corporate Actions. It has taken all corporate or other actions required to be taken by it to authorize the execution, delivery and performance hereof and the consummation of the transactions contemplated hereby.

3.1.4. No Contravention. The execution and delivery hereof does not contravene any provision of, or constitute a default under, any indenture, mortgage, security instrument or undertaking, or other material agreement to which it is a party or by which it is bound, or any valid order of any court, or any regulatory agency or other Governmental Authority having authority to which it is subject.

3.1.5. Valid and Enforceable Agreement. This Agreement is a valid and legally binding obligation of it, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by general principles of equity or bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies.

3.1.6. Litigation. No litigation, arbitration, investigation or other proceeding is pending or, to the best of either Party's knowledge, threatened in writing against either Party or its members, with respect hereto and the transactions contemplated hereunder. No other investigation or proceeding is pending or threatened in writing against a Party, its members, or any Affiliate, the effect of which would materially and adversely affect the Party's performance of its obligations hereunder.

3.1.7. Eligible Contract Participant. It, and any guarantor of its obligations under this Agreement, is an "eligible contract participant" as that term is defined in the United States Commodity Exchange Act.

3.2. Seller's Further Representations and Warranties. Seller further represents and warrants, or, as appropriate given the context, covenants, to PacifiCorp that:

3.2.1. Authority. Seller (a) has (or will have prior to the Commercial Operation Date) all required regulatory authority to make wholesale sales from the Facility; (b) has the power and authority to own and operate the Facility and be present upon the Premises for the Term; and (c) is duly qualified and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification.

3.2.2. No Contravention. The execution, delivery, performance and observance by Seller of its obligations do not and will not:

(a) contravene, conflict with or violate any provision of any material Requirements of Law presently in effect having applicability to either Seller or any of Seller's members;

(b) require the consent or approval of or material filing or registration with any Governmental Authority or other person other than such consents and approvals which are (i) set forth in Exhibit 3.2.3 or (ii) required in connection with the construction or operation of the Facility and expected to be obtained in due course; or

(c) result in a breach of or constitute a default under any provision of any security issued by any of Seller's members or managers, the effect of which would materially and adversely affect Seller's performance of, or ability to perform, its obligations, or any material agreement, instrument or undertaking to which either Seller's members or any Affiliates of Seller's members is a party or by which the property of any of Seller's members or any Affiliates of Seller's members is bound, the effect of which would materially and adversely affect Seller's performance of, or ability to perform, its obligations.

3.2.3. Required Facility Documents. All material Required Facility Documents that are known or that reasonably should be known to the Seller as of the Effective Date are listed in Exhibit 3.2.3; provided that Seller's unintentional omission of a Required Facility Document from Exhibit 3.2.3 shall not constitute an Event of Default or a breach of contract if such omission has no adverse effect on PacifiCorp or the Facility and Seller provides the omitted Required Facility Document promptly after the omission is discovered. Seller 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), all Required Facility Documents and will maintain each Required Facility Document for the period for which the same is required. Following the Commercial Operation Date, Seller shall promptly notify PacifiCorp of any additional Required Facility Documents.

3.2.4. Delivery of Energy. On or before the Commercial Operation Date, Seller shall hold rights sufficient to enable Seller to deliver Contracted Capacity from the Facility to the Point of Delivery, including delivery of Contracted Output pursuant to this Agreement, throughout the Term.

3.2.5. Control of Premises. Seller has all legal rights necessary for the Seller to enter upon and occupy the Premises for the purpose of constructing, operating and maintaining the Facility for the Term. All Leases of real property required for the operation of the Facility or the performance of any obligations of Seller are set forth and accurately described in Exhibit 3.2.3. Seller shall maintain all Leases or other land grants necessary for the construction, operation and maintenance of the Facility as valid for the Term. Upon request by PacifiCorp, Seller shall provide copies of the memoranda of lease recorded in connection with the development of the Facility.

3.2.6. Undertaking of Agreement; Professionals and Experts. Seller has engaged those professional or other experts it believes necessary to understand its rights and obligations pursuant to this Agreement. In entering into this Agreement and the undertaking by Seller of the obligations within it, Seller has investigated and determined that it is capable of performing and

has not relied upon the advice, experience or expertise of PacifiCorp or Customer in connection with the transactions contemplated by this Agreement.

3.2.7. Verification. All information relating to the Facility, its operation and output and the Premises provided to PacifiCorp and contained in this Agreement is, to the best of Seller's knowledge, true and accurate.

3.2.8. Renewable Claims. Seller has at all times complied with the Federal Trade Commission requirements and guidelines set forth in 16 CFR Part 260 in any communications concerning the Output, the Facility and the Green Tags that have or may be generated from the Facility. Seller has not claimed the Green Tags, Environmental Attributes or other "renewable energy," "green energy," "clean energy" or similar attributes of the Contracted Output or the Contracted Output portion of the Facility as belonging to the Seller or any Seller Affiliate and, as of the Effective Date, Seller is not aware of any such claims made by third parties with respect to such portion of the Facility or the Contracted Output.

3.3. No Other Representations or Warranties. Each Party acknowledges that it has entered into this Agreement in reliance upon only the representations and warranties set forth in this Agreement, and that no other representations or warranties have been made by the other Party with respect to its subject matter.

3.4. Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this section are made as of the Effective Date and deemed repeated as of the Commercial Operation Date. If at any time during the Term, either Party obtains actual knowledge of any event or information that would have caused any of the representations and warranties in Section 3 to be materially untrue or misleading at the time given, 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, if possible, to make the representations and warranties true and correct. If at any time the Seller obtains actual knowledge that the representations and warranties in this Section 3 made by Seller were not true at the time given or cease to be true, Seller shall provide written notice to PacifiCorp. For the sake of clarity, the notice requirements of this Section 3.4 shall not cause a representation or warranty that was true at the time given but that later ceases to be true to constitute an Event of Default under Section 11.1.1(c). The notice required pursuant to this section shall be given as soon as practicable after the occurrence of each such event.

SECTION 4.
DELIVERIES OF CONTRACTED OUTPUT AND GREEN TAGS

4.1. Purchase and Sale. Except as otherwise expressly provided in this Agreement, commencing on the Commercial Operation Date and continuing through the Term, Seller shall sell and make available to PacifiCorp or its designees, and PacifiCorp shall purchase (a) the entire Contracted Output from the Facility at the Point of Delivery, and (b) all Green Tags associated with the Contracted Output portion of the Output or otherwise resulting from the generation of the Contracted Output portion of energy by the Facility. PacifiCorp shall be under no obligation to make any purchase other than Contracted Output and all Green Tags, as described above. PacifiCorp shall not be obligated to purchase, receive or pay for Output (or

Green Tags associated with such Output) that is not delivered to the Point of Delivery. In addition, during the period between the Effective Date and the Commercial Operation Date, Seller shall sell and make available to PacifiCorp or its designees, and PacifiCorp shall purchase, all Contracted Output and associated Green Tags from the Facility as Test Energy at the price specified in Section 5.1.1.

4.2. No Sales to Third Parties. During the Term, Seller shall not sell any Contracted Output or associated energy, Green Tags or Capacity Rights, from the Contracted Output portion of the Facility to any party other than PacifiCorp; provided, however, that this restriction shall not apply during periods when PacifiCorp is in Default hereof because it has failed to accept or purchase that Contracted Output or associated Green Tags as required by this Agreement.

4.3. Title and Risk of Loss of Contracted Output. Seller shall deliver Contracted Output and associated Green Tags and Capacity Rights free and clear of all liens, claims and encumbrances. Title to and risk of loss of all Contracted Output shall transfer from Seller to PacifiCorp upon its delivery to PacifiCorp at the Point of Delivery. Seller is in exclusive control of, and responsible for, any damage or injury caused by, all Output up to and at the Point of Delivery. PacifiCorp is in exclusive control of, and responsible for, any damages or injury caused by, Contracted Output after the Point of Delivery.

4.4. Curtailment.

4.4.1. Non-Compensable Curtailment. Except for Compensable Curtailment Energy in accordance with Section 5.1.3, PacifiCorp is not obligated to purchase, receive, pay for, or pay any damages associated with, Contracted Output 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 Generation Interconnection Agreement, (b) the Market Operator or Transmission Provider directs a general curtailment, reduction, or redispatch of generation in the area, (which would include the Contracted Output) for any reason (excluding curtailment of purchases for general economic reasons unilaterally directed by the Market Operator or PacifiCorp acting solely in its merchant function capacity), even if and no matter how 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 Contracted Output in any way in order to meet its obligations to the Market Operator or Transmission Provider to operate within system limitations or otherwise, (c) the Facility's 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 Contracted Output ("Non-Compensable Curtailment"); provided, however, that any reduction in Contracted Output due to curtailment, reduction, or redispatch of the Facility that is the result of (x) discriminatory or preferential actions by PacifiCorp acting in its merchant function capacity, or (y) PacifiCorp's bidding and scheduling practices and strategies, shall be Compensable Curtailment Energy.

4.4.2. Curtailed Amount. Seller will calculate the quantity of Non-Compensable Curtailment by determining the quantity of Contracted Output that would have been produced by the Facility and delivered to the Point of Delivery had its generation not been so curtailed under this Section 4.4. Seller shall determine the quantity of such curtailed energy based on (a) the time

and duration of the Non-Compensable Curtailment and (b) solar conditions recorded at the Facility during the period of Non-Compensable Curtailment and the production estimate based on the Solar Panels and Inverter performance guaranties provided by Seller to PacifiCorp in accordance with Exhibit 6.1. Seller shall promptly provide PacifiCorp with access to such information and data as may be reasonably requested to confirm the amount of energy that was not generated or delivered because of a Non-Compensable Curtailment.

4.4.3. Compensable Curtailment. PacifiCorp shall pay Seller for Compensable Curtailment Energy as set forth in Section 5.1.3.

4.5. PacifiCorp as Merchant. Seller 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.

4.6. Green Tags.

4.6.1. Title. Title to the Green Tags associated with Contracted Output shall pass from Seller to Customer immediately upon the generation of the Output at the Facility that gives rise to such Green Tags. Subject to Section 4.6.2, Seller shall transfer to Customer WREGIS Certificates for all Green Tags associated with all Contracted Output of the Facility within fifteen (15) calendar days from when they are created in WREGIS.

4.6.2. Documentation. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to Customer through WREGIS and/or the Center for Resource Solutions Green-e Program. Without limiting the generality of the foregoing, Seller shall, within fifteen (15) calendar days from when Green Tags associated with Contracted Output of the Facility are created in WREGIS, deliver to Customer a Green Tags Attestation and Bill of Sale, in the form attached in Exhibit 4.6.1, for all Green Tags delivered to Customer under this Agreement in the preceding month, along with an attestation that is in the form of the then-current form of attestation required for the Center for Resource Solution's Green-e Program (or such successor program). Seller shall, at its own cost and expense, cause the Facility to maintain its registration in good standing with the Center for Resource Solution's Green-e Program (or such successor program) throughout the Term. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller shall, at its sole expense, effectuate the transfer of WREGIS Certificates to Customer's WREGIS account in accordance with WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form similar to that in Exhibit 4.6.2 or elect to retain a third-party or act as its own WREGIS-defined Qualified Reporting Entity. Each Party acknowledges and agrees that nothing in the Qualified Reporting Entity Services Agreement is intended to abrogate, amend or modify the terms of this Agreement, and that no breach under the Qualified Reporting Entity Services Agreement shall excuse a Party's nonperformance under this Agreement, except as described in the following sentence, or constitute a Default under this Agreement. Unless the failure to deliver WREGIS Certificates was caused by action of Customer or PacifiCorp not acting in its capacity as Qualified Reporting Entity under the Qualified

Reporting Entity Services Agreement, PacifiCorp shall be entitled to a refund of the Green Tags Price Component of Green Tags associated with any Contracted Output for which WREGIS Certificates are not delivered, and the affected Green Tags shall not be transferred back to Seller, provided that Seller shall have thirty (30) days after the conclusion of any applicable WREGIS dispute resolution process to correct any error and deliver such WREGIS Certificates to Customer or provide such refund payment. Seller shall promptly provide Customer copies of all documentation it submits to WREGIS. If WREGIS changes the WREGIS Operating Rules after the execution of this Agreement or applies the WREGIS Operating Rules in a manner inconsistent with this Agreement after the execution of this Agreement, the Parties will promptly cooperate as reasonably required to cause and enable Seller to deliver WREGIS Certificates associated with the Contracted Output to Customer's WREGIS account. Further, in the event of the promulgation of a scheme involving Green Tags administered by a Governmental Authority, upon notification by such Governmental Authority that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded, provided that PacifiCorp pays all costs associated with Seller's participating in any such scheme, including, but not limited to, Facility certification costs, recording costs, program administration costs, and any additional overhead or other costs imposed on Seller or the Facility. Notwithstanding anything to the contrary in this Agreement, the Green Tags are not required to comply with, and Seller disclaims any representation or warranty that they do comply with, any present or future state or federal renewable energy or portfolio standard, or any standard other than the Center for Resource Solutions Green-e Program.

4.6.3. Publicity. Seller shall comply with the requirements of Section 7 with respect to marketing rights, news releases, publicity as to ownership of the Green Tags purchased.

4.7. Purchase and Sale of Capacity Rights. For and in consideration of PacifiCorp's agreement to purchase from Seller the Facility's Contracted Output and associated Green Tags on the terms and conditions set forth in this Agreement, Seller transfers to PacifiCorp, and PacifiCorp accepts from Seller, any right, title, and interest that Seller may have in and to Capacity Rights, if any, existing during the Term. Seller represents that it has not sold, and covenants that during the Term it will not sell or attempt to sell, to any other person or entity the Capacity Rights, if any. During the Term, Seller shall not report to any person or entity that the Capacity Rights, if any, belong to anyone other than PacifiCorp. At PacifiCorp's request, Seller shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Contracted Output or any associated Capacity Rights to PacifiCorp.

4.8. Sale of Remaining Net Capacity. PacifiCorp acknowledges that Seller intends to enter into one or more contracts for the sale of the Net Output of the Facility that is not Contacted Output. To the extent any such proposed contract is with anyone other than PacifiCorp and would utilize the same meter used for Contacted Output, Seller may not enter into any such contract without PacifiCorp's advance written consent. In all circumstances, any such contract for any part of the remaining Net Output shall not affect any remedies provided to PacifiCorp herein for delay in Commercial Operation beyond the Scheduled Commercial Operation Date and may not be designed to materially and negatively impact the expected delivery of MWh

from the Facility during any On-Peak Daylight Hour, or materially alter the quantity of the Contracted Output of the Facility or the ability of Seller to fulfill its obligations under this Agreement.

SECTION 5.
CONTRACT PRICE; COSTS

5.1. Contract Price; Includes Green Tags and Capacity Rights. PacifiCorp shall pay Seller the prices specified in Exhibit 5.1 for all deliveries of Contracted Output and associated Green Tags and Capacity Rights, up to the Maximum Delivery Rate. The price provided for Test Energy in Section 5.1.1, the Contract Price provided for in Section 5.1.2, and the Compensable Curtailment Price provided for in Section 5.1.3 include the consideration to be paid by PacifiCorp to Seller for all Contracted Output and Test Energy, and Seller shall not be entitled to any compensation over and above the Contract Price or the Test Energy price, as the case may be, for the Green Tags and Capacity Rights associated therewith. The Parties acknowledge that nothing in this Agreement, including this Section 5.1, gives PacifiCorp any right, title, or interest in the Facility and/or any amounts paid to the Seller (by PacifiCorp or otherwise), including with respect to the Facility, its construction, operation, design, capability or output.

5.1.1. Test Energy and Contracted Output Before Commercial Operation Date. Between the Effective Date and the Commercial Operation Date, Seller shall sell and deliver to PacifiCorp all Contracted Output and all Test Energy associated with the Contracted Capacity. PacifiCorp shall pay Seller for such Test Energy and Contracted Output delivered at the Point of Delivery, an amount per MWh equal to [redacted] for the applicable hour on the applicable day in the applicable month, provided, however, that Seller's right to receive payment for such Test Energy and Contracted Output is subject to PacifiCorp's right of offset under Section 10.2 for, among other things, payment by Seller of any Daily Delay Damages owed to PacifiCorp by Seller pursuant to Sections 2.5.2, 2.6 and 2.7.

5.1.2. Contracted Output After The Commercial Operation Date. Beginning on the Commercial Operation Date and thereafter during the Term, PacifiCorp shall pay to Seller the Contract Price per MWh of Contracted Output delivered to the Point of Delivery, as specified in Exhibit 5.1.

5.1.3. Compensable Curtailment. If, during the period beginning on the Commercial Operation Date and thereafter during the Term, Contracted Output is curtailed by PacifiCorp and such curtailment is not included as a Non-Compensable Curtailment as provided in Section 4.4.1 ("Compensable Curtailment Energy"), then PacifiCorp shall pay to Seller the Compensable Curtailment Price for the Compensable Curtailment Energy, as determined below.

(a) Compensable Curtailment Energy shall equal the number of MWh represented by the Potential Contracted Output that would have been available for delivery had its generation not been so curtailed, less the Contracted Output actually delivered to the Point of Delivery.

(b) PacifiCorp will pay Seller for each MWh of Compensable Curtailment Energy, net of any Non-Compensable Curtailments, the Contract Price (the "Compensable Curtailment Price").

(c) For purposes of determining Compensable Curtailment Energy, the amount of Potential Contracted Output at any given time will be calculated using PacifiCorp's solar forecasting vendor AWS Truepower or any other solar forecasting provider agreed upon by the Parties.

5.2. Costs and Charges. Seller shall pay when due all costs or charges imposed in connection with the scheduling and delivery of Contracted 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 for the Interconnection Facilities. PacifiCorp shall pay all costs or charges, if any, imposed in connection with the delivery of Contracted 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, Seller, in accordance with the Generation Interconnection Agreement, shall pay all costs associated with the modifications to Interconnection Facilities or the System (including system upgrades) caused by or related to (the Facility.

5.3. Station Service. Seller shall arrange and obtain, at its sole risk and expense, any station service required by the Facility that is not provided by the Facility itself.

5.4. Taxes. Seller 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 Contracted Output, Capacity Rights, or Green Tags up to and including, but not beyond, the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Seller 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 Contracted Output and associated Capacity Rights or Green Tags beyond the Point of Delivery, regardless of whether such taxes are imposed on PacifiCorp or Seller under Requirements of Law. The Contract Price will 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 under this Agreement, 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. Any and all sun and light severance taxes are Seller's responsibility.

5.5. Costs of Ownership and Operation. Without limiting the generality of any other provision hereof and subject to Section 5.4, Seller is 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 later imposed on or with respect to the Facility and its operation including any such tax or charge (however characterized) to the extent payable by a generator of Environmental Attributes.

5.6. Rates Not Subject to Review. The rates for service specified in this Agreement will remain in effect until expiration of the Term, and are not be subject to change for any reason, including regulatory review, absent agreement of the Parties. Neither Party will petition FERC to amend such prices or terms, or support a petition by any other person seeking to amend such prices or terms, absent the agreement in writing of the other Party. Further, absent the agreement in writing by both Parties, the standard of review for changes hereto proposed by a Party, a non-party or the FERC acting sua sponte shall be the "public interest" application of the "just and reasonable" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) and clarified by Morgan Stanley Capital Group. Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527, 128 S. Ct. 2733 (2008).

5.7. Future Program. If, after the Effective Date, PacifiCorp is required to participate in a Future Program, then each Party shall take all actions required for it to be in compliance with such Future Program. If, after the Effective Date, PacifiCorp elects to participate in a voluntary Future Program, then PacifiCorp shall pay all charges associated with complying with such Future Program to the extent [redacted].

5.8. Participation in an RTO. If, after the Effective Date, PacifiCorp, at the Point of Delivery becomes subject to any electric tariff or other rules or protocols of an RTO, then the Parties shall meet in good-faith discussions regarding any effects or implications of the same.

SECTION 6.
OPERATION AND CONTROL

6.1. As-Built Supplement. In addition to any updates to Exhibit 6.1 provided by Seller prior to the Commercial Operation Date, within ninety (90) days of completion of construction of the Facility, Seller shall Post the As-built Supplement. The As-built Supplement shall be deemed effective and shall be added to Exhibit 6.1 when it has been reviewed and approved by PacifiCorp, which approval shall not be unreasonably withheld or delayed. If the proposed As-built Supplement does not accurately describe the Facility as actually built or is otherwise defective as to form in any material respect, PacifiCorp may within fifteen (15) days after receiving the proposed As-built Supplement give Seller a notice describing what PacifiCorp wishes to correct. If PacifiCorp does not give Seller such a notice within the fifteen (15) day period, the As-built Supplement shall be deemed approved. If PacifiCorp provides a timely notice requiring corrections, Seller shall in good faith cooperate with PacifiCorp to revise the As-built Supplement to address PacifiCorp's concerns. Notwithstanding the foregoing, PacifiCorp shall have no right to require Seller to relocate, modify or otherwise change in any respect any aspect of the Facility as actually built.

6.2. Standard of Facility Operation.

6.2.1. General. At Seller's sole cost and expense, Seller shall operate, maintain and repair the Facility in accordance with (a) the applicable and mandatory standards, criteria and formal guidelines of FERC, NERC, any RTO, and any other Electric System Authority and any successors to the functions thereof; (b) the Permits and Required Facility Documents; (c) the Generation Interconnection Agreement; (d) all Requirements of Law; (e) the requirements of this

Agreement; and (f) Prudent Electrical Practices. Seller acknowledges that it has no claim under this Agreement against PacifiCorp with respect to any requirements imposed by or damages caused by (or allegedly caused by) the Transmission Provider or Interconnection Provider or with respect to the provision of station service. Following the Commercial Operation Date, to the extent that any Solar Panels, Inverters, or trackers need to be replaced, Seller shall replace such equipment in accordance with the applicable terms of Section 2.2.

6.2.2. Qualified Operator. From and after the Commercial Operation Date, Seller or an Affiliate of Seller shall itself operate and maintain the Facility or cause the Facility to be operated and maintained by either (a) First Solar, MaxGen Energy Services, or SOLV, Inc. (or any affiliate of any of the foregoing providing such operation and maintenance services) or (b) an entity that has at least two years of experience in operation and maintenance of solar energy facilities of comparable size to the Facility ("Qualified Operator"). Seller shall provide PacifiCorp thirty (30) days prior written notice of any proposed change in the operator of the Facility.

6.2.3. Fines and Penalties.

(a) Without limiting a Party's rights under Section 6.2.3(b), each Party shall pay all fines and penalties incurred by such Party on account of noncompliance by such Party with Requirements of Law in respect to this Agreement, except where such fines and penalties are being contested in good faith through appropriate proceedings.

(b) If fines, penalties, or legal costs are assessed against or incurred by either Party (the "Indemnified Party") on account of any action by any Governmental Authority due to noncompliance by the other Party (the "Indemnifying Party") with any Requirements of Law or the provisions hereof, or if the performance of the Indemnifying Party is delayed or stopped by order of any Governmental Authority due to the Indemnifying Party's noncompliance with any Requirements of Law, the Indemnifying Party shall indemnify and hold harmless the Indemnified Party against any and all losses, liabilities, damages, and claims suffered or incurred by the Indemnified Party as a result thereof. Without limiting the generality of the foregoing, the Indemnifying Party shall reimburse the Indemnified Party for all fees, damages, or penalties imposed on the Indemnified Party by any Governmental Authority, other person or to other utilities for violations to the extent caused by a Default by the Indemnifying Party or a failure of performance by the Indemnifying Party under this Agreement.

6.3. Interconnection. Seller is responsible for the costs and expenses associated with obtaining from the Transmission Provider energy resource interconnection service for the Facility at its Nameplate Capacity Rating at the Point of Delivery. Seller has no claims under this Agreement against PacifiCorp, acting in its merchant function capacity, with respect to any requirements imposed by or damages caused by (or allegedly caused by) acts or omissions of the Transmission Provider or Interconnection Provider, in connection with the Generation Interconnection Agreement or otherwise.

6.4. Coordination with System. Seller shall be responsible for the coordination and synchronization of the Facility and the Interconnection Facilities with the System in accordance in all material respects with its Generation Interconnection Agreement and the Tariff.

6.5. Outages.

6.5.1. Planned Outages. Except as otherwise provided in this Agreement, Seller shall not schedule a Planned Outage during any On-Peak Daylight Hours during any portion of the months of November, December, January, February, June, July, and August, except to the extent a Planned Outage is reasonably required to enable a vendor to satisfy a guarantee requirement. Seller shall Post an annual forecast of Planned Outages for each Contract Year at least one month, but no more than three months, before the first day of that Contract Year, and shall promptly update such schedule, or otherwise change it, only to the extent that Seller is reasonably required to change it in order to comply with Prudent Electrical Practices. Seller shall not schedule any maintenance of Interconnection Facilities during such months, without the prior written approval of PacifiCorp, which approval shall not be unreasonably withheld or delayed.

6.5.2. Maintenance Outages. If Seller reasonably determines that it is necessary to schedule a Maintenance Outage, Seller shall notify PacifiCorp of the proposed Maintenance Outage as soon as practicable but in any event at least five days before the outage begins (or such shorter period to which PacifiCorp may reasonably consent in light of then-existing solar conditions). Upon such notice, the Parties shall plan the Maintenance Outage to mutually accommodate the reasonable requirements of Seller and the service obligations of PacifiCorp; provided, however, that Seller shall take all reasonable measures consistent with Prudent Electrical Practices to not schedule any Maintenance Outage during the daylight hours of the following periods: November, December, January, February, June 15 through June 30, July, August, and September 1 through September 15. Notice of a proposed Maintenance Outage shall include the expected start date and time of the outage, the amount of generation capacity of the Contracted Output portion of the Facility that will not be available, and the expected completion date and time of the outage. Seller shall give PacifiCorp notice of the Maintenance Outage as soon as practicable after Seller determines that the Maintenance Outage is necessary. PacifiCorp shall promptly respond to such notice and may request reasonable modifications in the schedule for the outage. Seller shall use all reasonable efforts to comply with any request to modify the schedule for a Maintenance Outage provided that such change has no substantial impact on Seller. Seller shall notify PacifiCorp of any subsequent changes in generation capacity available to PacifiCorp as a result of such Maintenance Outage or any changes in the Maintenance Outage completion date and time. As soon as practicable, any notifications given orally shall be confirmed in writing. Seller shall take all reasonable measures consistent with Prudent Electrical Practices to minimize the frequency and duration of Maintenance Outages. Notwithstanding anything in this section to the contrary, Seller may schedule a Maintenance Outage at any time and without the requirement to notify PacifiCorp in advance during conditions of low solar insolation.

6.5.3. Forced Outages. Seller shall promptly provide to PacifiCorp an oral report, via telephone to a number specified by PacifiCorp (or other method approved by PacifiCorp), of any Forced Outage resulting in more than ten (10) percent of the Nameplate Capacity Rating of the Facility being unavailable. This report shall include the amount of the generation capacity of the Facility that will not be available because of the Forced Outage and the expected return date of such generation capacity. Seller shall promptly update the report as necessary to advise PacifiCorp of changed circumstances. As soon as practicable, the oral report shall be confirmed

in writing by notice to PacifiCorp. Seller shall take all reasonable measures consistent with Prudent Electrical Practices to avoid Forced Outages and to minimize their duration.

6.5.4. Notice of Deratings and Outages. Without limiting the foregoing, Seller will inform PacifiCorp, via telephone to a number specified by PacifiCorp (or other method approved by PacifiCorp), of any major limitations, restrictions, deratings or outages known to Seller affecting the Facility for the following day (except curtailments pursuant to Section 4.4.1) and will promptly update Seller's notice to the extent of any material changes in this information, with "major" defined as affecting more than five (5) percent of the Nameplate Capacity Rating of the Facility.

6.5.5. Effect of Outages on Estimated Output. Seller represents and warrants that the estimated monthly Contracted Output set forth on Exhibit A takes into account the Planned Outages, Maintenance Outages, and Forced Outages that Seller reasonably expects to encounter in the ordinary course of operating the Facility.

6.6. Scheduling Cooperation and Standards. PacifiCorp will be the scheduling agent for the Facility. With respect to any and all scheduling requirements, (a) Seller shall cooperate with PacifiCorp with respect to scheduling Contracted Output, and (b) each Party shall designate authorized representatives to communicate with regard to scheduling and related matters arising under this Agreement. Each Party shall comply with the applicable variable resource standards and criteria of any applicable Electric System Authority.

6.7. Forecasting.

6.7.1. Long-Range Forecasts. For planning purposes, Seller shall, by December 1 of each year during the Term (except for the last year of the Term), Post an annual update to the expected long-term monthly/diurnal mean net energy and net capacity factor estimates (12 X 24 profile). Seller shall prepare such forecasts by utilizing a solar prediction model or service that is satisfactory to PacifiCorp in the exercise of its reasonable discretion and comparable in accuracy to models or services commonly used in the solar industry. Seller shall ensure that all forecasts it provides comply with the applicable Electric System Authority tariff procedures, protocols, rules and testing as necessary and as may be modified from time to time.

6.7.2. Day-Ahead Forecasts and Updates. At Seller's expense, PacifiCorp shall solicit and obtain from a qualified solar energy production forecasting vendor forecast data and information with respect to the Facility, including day-ahead and real-time forecasting services and provision of real-time meteorological data necessary for compliance with applicable Electric System Authority procedures, protocols, rules and testing. Upon request by PacifiCorp, Seller shall provide a 24-hour telephone number that PacifiCorp may contact to determine the then-current status of the Facility. PacifiCorp shall present Seller with an invoice and documentation supporting the costs of obtaining such forecasting data. Seller shall pay the amount stated on the invoice within fifteen (15) days of receipt. PacifiCorp reserves the right to change the forecasting vendor in its sole discretion during the Term.

6.8. Increase in Nameplate Capacity Rating; New Project Expansion or Development. Without limiting any restrictions in this Agreement on Nameplate Capacity Rating, if Seller

proposes to increase, at its own expense, the ability of the Facility to deliver Net Output in quantities in excess of the Maximum Delivery Rate for Net Output through any means, including replacement or modification of Facility equipment or related infrastructure, Seller shall provide advance written notice to PacifiCorp of the details of any such intent and PacifiCorp has the option, but not the obligation, to purchase a percentage, calculated by dividing the Contracted Capacity by the Nameplate Capacity Rating, of any such increase in Net Output and associated Green Tags from the same for the benefit of Customer. To the extent any such proposed increase would utilize the same meter used for the Facility, and PacifiCorp declines to purchase the additional output associated with the proposed increase, then Seller is not permitted to increase such output without PacifiCorp's written consent. Any such expansion or additional facility that does not utilize the same meter as the Facility shall be constructed and operated in a manner that does not delay the Commercial Operation Date, is not designed to materially and negatively impact the expected delivery of MWh from the Facility during any On-Peak Daylight Hour, and does not materially alter the quantity of the Contracted Output or the ability of Seller to fulfill its obligations under this Agreement. In recognition of emerging technologies and opportunities that will continue to evolve during the Term, at either Party's request, the Parties shall in good faith discuss options for and implications of incorporating the use of storage technologies into the Facility; provided that Seller shall have the right to incorporate the use of storage technologies into the Facility (without any additional consent required from PacifiCorp or Customer) and monetize the attributes, operational control and benefits associated with such storage technologies, other than the Contracted Output delivered to PacifiCorp at the Point of Delivery, so long as the product or other output from such storage technologies is provided to PacifiCorp either for the benefit of Customer under an amendment to this Agreement or under a separate agreement with PacifiCorp (including as part of any request for proposal or other arrangement with PacifiCorp); and provided, further, that (a) the incorporation of storage technologies does not delay the Commercial Operation Date, is not designed to materially and negatively impact the expected delivery of MWh from the Facility during any On-Peak Daylight Hour, and does not materially alter the quantity of the Contracted Output of the Facility or the ability of Seller to fulfill its obligations under this Agreement, or affect the Facility's ability to produce Environmental Attributes, (b) the incorporation of storage technologies does not (i) diminish PacifiCorp's rights or benefits hereunder or (ii) increase PacifiCorp's obligations or liabilities hereunder, (c) Seller is otherwise able to continue to comply with all other obligations of Seller under this Agreement, and (d) Seller updates its insurance coverage in the types and amounts to account for the applicable storage technologies.

6.9. Electronic Communications.

6.9.1. Telemetering. Seller shall during the Term provide telemetering equipment and facilities capable of transmitting the following information concerning the Facility pursuant to the Generation Interconnection Agreement and to PacifiCorp on a real-time basis, and will operate such equipment when requested by PacifiCorp to indicate:

(a) instantaneous MW (AC) output at the Point of Delivery;

(b) Net Output and Contracted Output; and

(c) the Facility's total instantaneous generation capacity.

6.9.2. Real Time Data. Commencing on the date of initial delivery of Test Energy, Seller shall also transmit or cause to be transmitted to or make accessible to PacifiCorp any other data from the Facility that Seller receives on a real time basis, including meteorological data, solar insolation data and Net Output data. Seller shall ensure that such real time data is provided to or made accessible to PacifiCorp on the same basis on which Seller receives the data (e.g., if Seller receives the data in four second intervals, PacifiCorp shall also receive the data in four second intervals). Seller shall provide PacifiCorp access to Seller's web-based performance monitoring system.

6.9.3. Transmission Provider Consent. Seller shall execute a consent, in the form required by Transmission Provider, which allows PacifiCorp to read the meter and receive all data from the Transmission Provider relating to transmission of Output or other matters relating to the Facility without the need for further consent from Seller.

6.9.4. Dedicated Communication Circuit. Seller shall install a dedicated direct communication circuit (which may be by common carrier telephone) between PacifiCorp and the control center in the Facility's control room or such other communication equipment as the Parties may agree. Seller shall provide Customer with real-time electronic access, such as via API, to hourly output data collected at the Facility and corresponding unit availability data.

6.10. Reports and Records.

6.10.1. Quarterly Reports. Commencing on the Commercial Operation Date, within thirty (30) days after the end of each quarter during the Term (each, a "Reporting Quarter"), Seller shall Post a report in electronic format, which report shall include (a) summaries of the Facility's solar insolation and actual and predicted output data for the Reporting Quarter in intervals not to exceed one hour (or such shorter period as is reasonably possible with commercially available technology), including information from the Facility's computer monitoring system; (b) summaries of any other significant events related to the construction or operation of the Facility for the Reporting Quarter; and (c) any supporting information that PacifiCorp may from time to time reasonably request (including historical solar insolation data for the Facility).

6.10.2. Electronic Fault Log. Seller shall maintain an electronic fault log of operations of the Facility during each hour of the Term commencing on the Commercial Operation Date. Seller shall provide PacifiCorp with a copy of the electronic fault log within thirty (30) days after the end of the quarter to which the fault log applies.

6.10.3. Other Information Provided to PacifiCorp. Following the Effective Date until the Commercial Operation Date, Seller shall Post a quarterly progress report stating the percentage completion of the Facility and a brief summary of construction activity during the prior quarter and contemplated for the next calendar.

6.10.4. Information to Governmental Authorities. Seller shall, promptly upon written request from PacifiCorp, provide PacifiCorp with all data collected by Seller related to the construction, operation or maintenance of the Facility reasonably required for reports to any Governmental Authority or Electric System Authority, along with a statement from an officer of

Seller certifying that the contents of the submittals are true and accurate to the best of Seller's knowledge. Seller shall use best efforts to provide this information to PacifiCorp with sufficient advance notice to enable PacifiCorp to review such information and meet any submission deadlines. PacifiCorp will reimburse Seller for all of Seller's reasonable actual costs and expenses in [redacted], if any, incurred in connection with PacifiCorp's requests for information under this subsection.

6.10.5. Data Request. Seller shall, promptly upon written request from PacifiCorp, provide PacifiCorp with data collected by Seller related to the construction, operation or maintenance of the Facility reasonably required for information requests from any Governmental Authorities, state or federal agency intervener or any other party achieving intervenor status in any PacifiCorp rate proceeding or other proceeding before any Governmental Authority. Seller shall use best efforts to provide this information to PacifiCorp sufficiently in advance to enable PacifiCorp to review it and meet any submission deadlines. PacifiCorp will reimburse Seller for all of Seller's reasonable actual costs and expenses in excess of $5,000 per year, if any, incurred in connection with PacifiCorp's requests for information under this subsection.

6.10.6. Documents to Governmental Authorities. After sending or filing any statement, application, and report or any document with any Governmental Authority or Electric System Authority relating to operation and maintenance of the Facility, Seller shall promptly provide to PacifiCorp a copy of the same.

6.10.7. Operational Reports. Seller shall Post quarterly operational reports in the form of Exhibit 6.10.7, and Seller shall, promptly upon written request from PacifiCorp, provide PacifiCorp with all operational data requested by PacifiCorp with respect to the performance of the Facility and delivery of Net Output, Green Tags, or Capacity Rights therefrom.

6.10.8. Notice of Material Adverse Events. Seller shall promptly Post notice of its receipt of written notice or actual knowledge by Seller or its Affiliates of the occurrence of any event of default under any material agreement to which Seller is a party and of any other development, financial or otherwise, which would have a material adverse effect on Seller, the Facility or Seller's ability to develop, construct, operate, maintain or own the Facility as provided in this Agreement.

6.10.9. Notice of Litigation. Seller shall promptly Post notice and notify PacifiCorp in writing consistent with Section 22 of its receipt of written notice or actual knowledge of the commencement of any action, suit, or proceeding before any court or Governmental Authority against Seller, its members, or any Affiliate relating to the Facility or this Agreement, or that could materially and adversely affect Seller's performance of its obligations in this Agreement.

6.10.10. Additional Information. Seller shall Post such other information respecting the condition or operations of Seller, as relevant to Seller's performance of its obligations, or the Facility as PacifiCorp may, from time to time, reasonably request.

6.10.11. Confidential Treatment. The quarterly reports and other information provided to PacifiCorp under this Section 6.10 shall be treated as Confidential

Business Information if such treatment is requested in writing by Seller at the time the information is provided to PacifiCorp, subject to PacifiCorp's rights to disclose such information pursuant to Sections 6.10.4, 6.10.5, 9.5 and 9.7, and pursuant to any applicable Requirements of Law. Seller will have the right to seek confidential treatment of any such information from the Governmental Authority entitled to receive such information.

6.11. Financial and Accounting Information. If PacifiCorp or one of its Affiliates determines that, under (i) the Accounting Standards Codification (ASC) 810, Consolidation of Variable Interest Entities, and (ii) Requirements of Law that it may hold a variable interest in Seller, but it lacks the information necessary to make a definitive conclusion, Seller hereby agrees to provide, upon PacifiCorp's written request, sufficient financial and ownership information so that PacifiCorp or its Affiliate may confirm whether a variable interest does exist under ASC 810 and Requirements of Law. If PacifiCorp or its Affiliate determines that, under ASC 810, it holds a variable interest in Seller, Seller shall provide, upon PacifiCorp's written request, sufficient financial and other information to PacifiCorp or its Affiliate so that PacifiCorp may properly consolidate the entity in which it holds the variable interest or present the disclosures required by ASC 810 and Requirements of Law. PacifiCorp will reimburse Seller for Seller's reasonable costs and expenses, if any, incurred in connection with PacifiCorp's requests for information under this section. Seller will have the right to seek confidential treatment of any such information from any Governmental Authority entitled to receive such information.

6.12. Output Guaranty.

6.12.1. Guaranteed Energy. Seller acknowledges that PacifiCorp and Customer are relying upon the Expected Energy each Contract Year. Seller promises to deliver to the Point of Delivery a quantity of Contracted Output during each period of three consecutive Contract Years (each, a "Rolling Period") occurring during the Term that is at least equal to the difference of [redacted] as specified in Exhibit A for each Contract Year within such Rolling Period, less any Lost Output for such Rolling Period (such amount for a given Rolling Period, the "Guaranteed Energy").

6.12.2. Non-Delivery Liquidated Damages. If the quantity of Contracted Output delivered by the Facility during any Rolling Period is equal to or greater than the Guaranteed Energy for such Rolling Period, Seller's delivery obligation shall be deemed satisfied for such Rolling Period. If the quantity of Contracted Output delivered by the Facility during any Rolling Period is less than the Guaranteed Energy for such Rolling Period, Seller will be liable for agreed-upon liquidated damages ("Non-Delivery Damages") for the resulting shortfall, if any, for the first Contract Year occurring during such Rolling Period, or in the case of the final Rolling Period during the Term, for each Contract Year (without duplication) occurring during such final Rolling Period (the "Output Shortfall"). The Output Shortfall for such Contract Year shall be expressed in MWh and calculated as follows:

(a) The Output Shortfall for a Contract Year shall equal (i) [redacted] for such Contract Year, (ii) less the sum of (A) Lost Output for such Contract Year and (B) the Contracted Output for such Contract Year.

(b) If the Output Shortfall is a positive number, Seller shall pay to PacifiCorp liquidated Non-Delivery Damages equal to the product of (i) the Output Shortfall for that Contract Year, multiplied by (ii) [redacted]. If the Output Shortfall is a negative number, Seller shall not be obligated to pay Output Shortfall damages for such Contract Year.

(c) Each Party agrees and acknowledges that the damages that would be incurred due to Seller's failure to deliver Guaranteed Energy would be difficult or impossible to predict with certainty and that the Non-Delivery Damages contemplated by this provision represent a fair and reasonable calculation of such damages. PacifiCorp's rights (i) to collect liquidated damages pursuant to this Section 6.12, (ii) relating to Default Security under Section 8, and (iii) relating to termination rights and remedies for an Uncured Event of Default under Section 11.5 for unpaid liquidated damages owing pursuant to this Section 6.12 shall be PacifiCorp's exclusive remedy for a failure to deliver the Guaranteed Energy in any one Contract Year. For the avoidance of doubt, payment of any liquidated damages by Seller as specified herein will be deemed a complete remedy for the Output Shortfall for the Contract Year for which payment is made.

6.12.3. Damages Invoicing. No later than 30 days after the end of each Rolling Period, Seller shall Post and provide to PacifiCorp its calculation of and records supporting Non-Delivery Damages due under this section. In preparing such calculations, Seller shall utilize meter data for the month in question, but may rely on historical averages and such other information as may be available at the time if meter data is incomplete or not available. PacifiCorp shall within sixty (60) days after receiving a proposed invoice raise any objections regarding any disputed portion of the invoice. Objections not made by PacifiCorp within the sixty (60) day period shall be deemed waived. To the extent required, any such invoice provided by Seller shall be trued up as promptly as practicable following receipt of actual results. Within sixty (60) days of PacifiCorp's approval, or deemed approval based on a failure to timely raise any objections, of an invoice, Seller shall pay to PacifiCorp, by wire transfer of immediately available funds to an account specified in writing by PacifiCorp or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice, and shall within 30 days after receiving the invoice raise any objections regarding any disputed portion of the invoice. All disputes regarding such invoices shall be subject to Section 10.4 and Section 23.

6.13. Access Rights. Upon reasonable prior notice and subject to the prudent safety requirements of Seller, and Requirements of Law relating to workplace health and safety, Seller shall provide PacifiCorp and its authorized agents, employees and inspectors ("PacifiCorp Representatives") with reasonable access to the Facility: (a) for the purpose of reading or testing metering equipment, (b) as necessary to witness any acceptance tests, (c) to provide tours of the Facility to Customer and other guests of PacifiCorp (not more than twelve (12) times per year), (d) for purposes of implementing Sections 2.7 or 10.5, and (e) for other reasonable purposes at the reasonable request of PacifiCorp. PacifiCorp releases Seller from any and all Liabilities resulting from actions or omissions by any of the PacifiCorp Representatives in connection with their access to the Facility, except to the extent that such Liabilities are caused by the intentional or negligent act or omission of Seller or its agents or Affiliates.

SECTION 7.
MARKETING RIGHTS; NEWS RELEASES; PUBLICITY

7.1. Marketing Communications Agreement. PacifiCorp and Seller shall enter into a Marketing Communications Agreement with Customer substantially in the form of Exhibit 7. Prior to execution of the Marketing Communications Agreement, Seller and PacifiCorp agree not to make any public disclosure with respect to the existence or execution of this Agreement or the terms, conditions or other content in this Agreement. The Parties agree not to make any public disclosures with respect to the existence or execution of this Agreement or the terms, conditions, or other content in this Agreement except in accordance with the Marketing Communications Agreement. Notwithstanding anything to the contrary in this Agreement or the Marketing and Communications Agreement, any use of the name "Berkshire Hathaway," in any form, requires the prior written consent of PacifiCorp.

SECTION 8.
SECURITY AND CREDIT SUPPORT

8.1. Guaranty Information Requirements. If Seller notifies PacifiCorp that Seller intends to provide a guaranty as the Project Development Security pursuant to Section 8.2, or as Default Security pursuant to Section 8.3, Seller shall Post or provide, or cause any entity offering or providing a guaranty to Post or provide, to PacifiCorp and Customer all financial and other records necessary for PacifiCorp to reasonably confirm whether the guarantor satisfies the Credit Requirements.

8.2. Project Development Security. On or before the date specified in Section 2.4.1, Seller shall post and maintain in favor of PacifiCorp (a) a guaranty from an entity that satisfies the Credit Requirements, in substantially the form attached hereto as Exhibit C, (b) a Letter of Credit in favor of PacifiCorp, in a form acceptable to PacifiCorp in its reasonable discretion, or (c) cash in an account subject to escrow arrangements reasonably acceptable to Buyer and Seller, equal in each case to [redacted] the "Project Development Security"). Seller and any entity providing a guaranty shall Post or provide within five (5) Business Days from receipt of a written request from PacifiCorp all reasonable financial records necessary for PacifiCorp to confirm that a guarantor continues to satisfy the Credit Requirements. If the Commercial Operation Date occurs after the Scheduled Commercial Operation Date and Seller has failed to pay any Daily Delay Damages when due under Sections 2.5.2, 2.6 and 2.7, PacifiCorp is entitled to draw upon the Project Development Security an amount equal to the Daily Delay Damages until the Project Development Security is exhausted, and the amount of cumulative Daily Delay Damages is limited to the amount of such Project Development Security. PacifiCorp shall also be entitled to draw upon the Project Development Security in the amount of any unpaid damages caused by an Event of Default by Seller. Seller is not required to maintain the Project Development Security after the Commercial Operation Date, if, at such time, no damages are owed to PacifiCorp under this Agreement and Seller has provided Default Security. However, as of the Commercial Operation Date, Seller may elect to apply the Project Development Security toward the Default Security required by Section 8.3, including by the automatic continuation (as opposed to the replacement) thereof. Upon PacifiCorp's receipt of the Default Security (to the extent required under this Agreement), PacifiCorp shall refund the Project Development Security within thirty (30) days of the

Commercial Operation Date, unless Seller elects to apply the Project Development Security toward Default Security, as provided in this section.

8.3. Default Security. By the date specified in Section 2.4.2, Seller shall post and maintain Default Security in favor of PacifiCorp in the form of either (a) a guaranty from an entity that satisfies the Credit Requirements, in substantially the form attached hereto as Exhibit C, (b) a Letter of Credit, or (c) cash in an account subject to escrow arrangements reasonably acceptable to Buyer and Seller, equal in each case to [redacted] (the "Default Security"), as provided in this Section 8.3. Seller and any entity providing a guaranty shall provide within five (5) Business Days from receipt of a written request from PacifiCorp all reasonable financial records necessary for PacifiCorp to confirm the guarantor satisfies the Credit Requirements. PacifiCorp is entitled to draw upon the Default Security in any unpaid amounts representing Deficit Damages, PacifiCorp's Cost to Cover or any other unpaid amounts related to Seller's obligations under this Agreement.

8.4. Security is Not a Limit on Seller's Liability. On and after the Commercial Operation Date, the Default Security constitutes security for, but is not a limitation of, Seller's obligations under this Agreement and is not PacifiCorp's exclusive remedy for Seller's failure to perform in accordance with this Agreement, except as expressly provided in this Agreement. To the extent PacifiCorp draws on the Default Security, Seller shall, within thirty (30) days following such draw, replenish or reinstate the security to the full amount then required under this Agreement. If at any time Seller or Seller's credit support provider(s) fails to meet the Credit Requirements, Seller shall provide replacement security meeting the requirements in this Section 8 within ten (10) Business Days after the earlier of (a) Seller's receipt of notice from any source that Seller or the credit support provider(s), as applicable, no longer meets the Credit Requirements, except, if the determination of meeting the Credit Requirements is based on PacifiCorp's internal evaluations, then upon notice from PacifiCorp, or (b) Seller's receipt of written notice from PacifiCorp requesting the posting of alternate security.

SECTION 9.
METERING

9.1. Installation of Metering Equipment. At Seller's expense, Seller shall ensure that metering equipment is designed, furnished, installed, owned, inspected, tested, maintained and replaced as provided in the Generation Interconnection Agreement. Seller shall reasonably cooperate with PacifiCorp in developing any metering protocols necessary for PacifiCorp to comply with the requirements of the Market Operator.

9.2. Metering. Seller shall ensure that metering is performed at the location and in the manner specified in Exhibit 9.2, as such Exhibit is updated upon receipt from Interconnection Provider, the Generation Interconnection Agreement, and as necessary to perform Seller's obligations in this Agreement. Seller shall ensure that all quantities of Contracted Output purchased reflect 50% of the Net Output flowing into the System at the Point of Delivery.

9.3. Inspection, Testing, Repair and Replacement of Meters. PacifiCorp has the right to periodically inspect, test, repair and replace the metering equipment that is provided for in the Generation Interconnection Agreement, without PacifiCorp assuming any of Seller's obligations

under it. If any of the inspections or tests disclose an error exceeding 0.5 percent (0.5%), either fast or slow, the necessary corrections will be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the corrections will be made for the entire time period since the metering equipment was last inspected and verified accurate, not to exceed three (3) months. Any corrections under this section will be reflected as an adjustment in the next monthly invoice.

9.4. Metering Costs. To the extent not otherwise provided in the Generation Interconnection Agreement, Seller shall pay the costs (including PacifiCorp's costs) relating to metering equipment installed to accommodate Seller's Facility.

9.5. Meter Data. Within ten (10) days of the Effective Date, Seller may request the Interconnection Provider or Transmission Provider in writing in a form similar to that found in Exhibit 9.5 to provide any and all meter or other data associated with the Facility or Net Output directly to PacifiCorp. Should Seller refuse to provide a release similar to that found in Exhibit 9.5, Seller shall establish a mechanism at its expense that allows PacifiCorp, in its merchant function, to obtain all necessary meter and other data to fully perform and verify Seller's performance under this Agreement. Notwithstanding any other provision hereof, PacifiCorp shall have the right to provide such data to any Electric System Authority.

9.6. SQMD Plan. Prior to commencing Commercial Operation, Seller shall support and reasonably cooperate with PacifiCorp in PacifiCorp's development and submittal to the Market Operator of its Settlement Quality Meter Data ("SQMD") plan for the Facility. The SQMD plan will detail the metering equipment and any calculation or data validation performed as a part of the data submission process to the Market Operator, consistent with its requirements in the then-current version of the "Business Practice Manual for Metering."

9.7. WREGIS Metering. Seller shall cause the Facility to implement all necessary generation information communications in WREGIS, and report generation information to WREGIS pursuant to a WREGIS-approved meter that is dedicated to the Facility and only the Facility.

SECTION 10.
BILLINGS, COMPUTATIONS AND PAYMENTS

10.1. Monthly Invoices. On or before the tenth (10th) day following the end of each calendar month, Seller shall deliver to PacifiCorp a proper invoice showing Seller's computation of Contracted Output delivered to the Point of Delivery during such month. When calculating the invoice, Seller shall provide computations showing the portion of Contracted Output that was delivered during On-Peak Hours and the portion of Contracted Output that was delivered during Off-Peak Hours. If such invoice is delivered by Seller to PacifiCorp, then PacifiCorp shall send to Seller, on or before the later of the twentieth (20th) day following receipt of such invoice or the thirtieth (30th) day following the end of each month, payment for Seller's deliveries of Contracted Output and associated Green Tags to PacifiCorp.

10.2. Offsets. Either Party may offset any payment due under this Agreement against amounts owed by the other Party pursuant hereto. Either Party's exercise of recoupment and set off rights does not limit the other remedies available to such Party.

10.3. Reactive Power Service Compensation. The compensation that Seller receives from PacifiCorp under this Agreement includes full compensation for Seller's fixed costs for providing reactive power service. Therefore, Seller shall not file a rate schedule at FERC for reactive power compensation payable prior to expiration of the Term or the earlier termination of this Agreement.

10.4. Ancillary Services Compensation. The compensation that Seller receives from PacifiCorp under this Agreement includes full compensation for Seller's fixed and variable costs for providing ancillary services. Compensation for reactive power service is addressed in Section 10.3 and not this Section 10.4.

10.5. Interest on Late Payments. Any amounts that are not paid when due will bear interest at the Contract Interest Rate from the date due until paid.

10.6. Disputed Amounts. If either Party, in good faith, disputes any amount due pursuant to an invoice rendered, 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 provided under Section 6.12.2, 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 the other Party, or if the Parties resolve the payment dispute, the amount due shall be paid within five (5) Business Days after such determination or resolution, along with interest at the Contract Interest Rate from the date due until the date paid.

10.7. Audit Rights. Each Party, through its authorized representatives, has the right, at its sole expense upon reasonable notice and during normal business hours, to examine and copy the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made under this Agreement or to verify the other Party's performance of its obligations. Upon request, each Party shall provide to the other Party statements evidencing the quantities of Net Output and Contracted Output delivered at the Point of Delivery. If any statement is found to be inaccurate, a corrected statement shall be issued and, subject to Section 10.4, any amount due from one Party to the other Party as a result of the corrected statement will be promptly paid including the payment of interest at the Contract Interest Rate from the date of the overpayment or underpayment to the date of receipt of the reconciling payment. Notwithstanding the foregoing, adjustments will not be made to any statement or payment if a Party fails to question the accuracy of such payment or statement within two (2) years of the date of such statement or payment.

SECTION 11.
DEFAULTS AND REMEDIES; TERMINATION

11.1. Defaults. The following events are defaults (each a "Default" before the passing of applicable notice and cure periods, and an "Event of Default" thereafter):

11.1.1. Defaults by Either Party.

(a) A Party fails to make a payment when due if the failure is not cured within ten (10) Business Days after the non-defaulting Party gives the defaulting Party a notice of the Default.

(b) A Party (i) makes a general assignment for the benefit of its creditors; (ii) 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 ninety (90) days after such filing; (iii) becomes insolvent; or (iv) is unable to pay its debts when due.

(c) A Party breaches a representation or warranty made by it in this Agreement if the breach is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party a notice of the Default; provided that if such Default is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within a ninety (90) day cure period, the defaulting Party will have such additional time (not exceeding an additional sixty (60) days) as is reasonably necessary to cure, if, prior to the end of the thirty (30) day cure period the defaulting Party provides the non-defaulting Party a remediation plan, the non-defaulting party approves such remediation plan, and the defaulting Party promptly commences and diligently pursues the remediation plan.

(d) A Party fails to perform any material obligation in this Agreement for which an exclusive remedy or cure period is not provided and which is otherwise an identified Event of Default, if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the Default; provided, however, that if such Default is not reasonably capable of being cured within the thirty (30) day cure period but is reasonably capable of being cured within a one hundred and twenty (120) day cure period, the defaulting Party will have an additional reasonable time to cure the Default, not to exceed an additional ninety (90) days following the date of notice of the default by the non-defaulting Party, if, prior to the end of the thirty (30) day cure period the defaulting Party provides the non-defaulting Party a remediation plan, such remediation plan is approved by PacifiCorp, and the defaulting Party promptly commences and diligently pursues the remediation plan; provided, however, that if PacifiCorp fails to approve or provide substantive comments to the proposed remediation plan within fifteen (15) days of receipt of the proposed remediation plan, then PacifiCorp shall be deemed to have approved Seller's remediation plan.

11.1.2. Defaults by Seller.

(a) Seller fails to post, increase, or maintain the Project Development Security or Default Security as required under, and by the applicable dates set forth in Section Sections 2 and 8 and such failure is not cured within ten (10) Business Days after PacifiCorp gives Seller notice of Default.

(b) Seller fails to cause the Facility to achieve Commercial Operation on or before the Guaranteed Commercial Operation Date.

(c) Seller sells Contracted Output or associated Green Tags or Capacity Rights from the Facility to a party other than PacifiCorp in breach of Section 4.2, or Seller makes a public statement or otherwise takes an action that any Governmental Authority or the Center for Resource Solutions determines is a retirement, double counting, double sale, double use or double claim of Green Tags, and, in either case, Seller does not permanently cease such sale, public statement, or other action and compensate PacifiCorp for the damages arising from the breach within ten (10) days after PacifiCorp gives Seller a notice of Default.

(d) PacifiCorp receives notice of foreclosure of the Facility or any part thereof by a mechanic or materialman, or any other holder, excluding a Lender, of an unpaid lien or other charge or encumbrance, if the same has not been stayed, paid, or bonded around within ten (10) days of the date of the notice received by PacifiCorp.

(e) After the Commercial Operation Date, Seller fails to maintain any material Permit necessary to own or operate the Facility and such failure continues for thirty (30) days after Seller's receipt of written notice thereof from PacifiCorp; provided, however, that, upon written notice from Seller, the thirty (30) day period shall be extended by an additional sixty (60) days if (i) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (ii) the Default is capable of being cured within the additional sixty (60) day period, and (iii) Seller commences the cure within the original thirty (30) day period and, prior to the end of the thirty (30) day cure period, provides PacifiCorp a remediation plan and promptly commences and diligently pursues the remediation plan.

(f) Seller's Abandonment of construction or operation of the Facility and such failure is not cured within thirty (30) days after Seller's receipt of written notice thereof from PacifiCorp.

(g) Seller fails to maintain insurance as required by the Agreement and such failure is not cured within ten (10) days after Seller's receipt of written notice thereof from PacifiCorp.

(h) Seller fails to deliver Contracted Output in an amount equal to or greater than 85% of the Expected Energy for a given Contract Year, less Lost Output for such Contract Year, in each of three (3) consecutive Contract Years; provided, that to the extent such failure is due to the failure of any high-voltage transformer for the Facility, then Seller shall not be in Default pursuant to this section if Seller delivers at least 85% of the Expected Energy for such Contract Year, less Lost Output, in the subsequent Contract Year.

11.2. Remedies for Failure to Deliver/Receive.

11.2.1. Remedy for Seller's Failure to Deliver. Upon the occurrence and during the continuation of a Default of Seller under Section 11.1.2(c), Seller shall pay PacifiCorp within five (5) Business Days after invoice receipt, an amount equal to the sum of (a) PacifiCorp's Cost to Cover multiplied by the Contracted Output delivered to a party other than PacifiCorp, (b) additional transmission charges, if any, reasonably incurred by PacifiCorp in moving replacement energy to the Point of Delivery or if not there, to such points in PacifiCorp's control area as are determined by PacifiCorp, and (c) any additional cost or expense incurred as a result

of Seller's Default under Section 11.1.2(c), as determined by PacifiCorp in a commercially reasonable manner. The invoice for such amount will include a written statement explaining in reasonable detail the calculation of such amount.

11.2.2. Remedy for PacifiCorp's Failure to Purchase. If PacifiCorp fails to receive or purchase all or part of the Contracted Output and Green Tags required to be purchased pursuant hereto and such failure is not excused under the terms hereof or by Seller's failure to perform, then Seller shall first satisfy its obligations under Section 11.8 and then PacifiCorp shall pay Seller, on the earlier of the date payment would otherwise be due in respect of the month in which the failure occurred or within five (5) Business Days after invoice receipt, an amount equal to Seller's Cost to Cover multiplied by the amount of Contracted Output so not purchased, less amounts received by Seller pursuant to Section 11.8. The invoice for such amount will include a written statement explaining in reasonable detail the calculation thereof.

11.3. Customer Default or Termination. If Customer either (a) defaults in its obligation to make required payments to PacifiCorp under the Customer Contract and Customer fails to cure such payment default within the applicable cure period specified in the Customer Contract, (b) directs PacifiCorp to terminate this Agreement pursuant to the Customer Contract, or (c) terminates the RESA and directs PacifiCorp to terminate this Agreement pursuant to Section 9.1 of the RESA, PacifiCorp's obligation to purchase further Contracted Output under this Agreement for delivery to Customer may be suspended by PacifiCorp until Customer rescinds such termination or direction, or remedies such default, as applicable, with such suspension to be effective upon delivery of written notice of such suspension by PacifiCorp to Seller. If Customer fails to rescind such termination or direction, or cure such default, as applicable, within the applicable cure period, if any, PacifiCorp's obligation to acquire or purchase Contracted Output under this Agreement may cease at PacifiCorp's election, and, subject to the notice provisions in this Agreement, PacifiCorp may elect to terminate this Agreement. A termination under this section does not subject either Party to termination damages or other liability to the other Party under this Agreement or otherwise; provided that nothing herein shall limit any remedies Seller is entitled to under the RESA. If PacifiCorp terminates this Agreement pursuant to this section, any Project Development Security posted by Seller will be returned or terminated, as applicable. If PacifiCorp does not terminate this Agreement within (x) 90 days, in the case of a Customer direction to terminate this Agreement or a failure by Customer to cure a payment default within the applicable cure period specified in the Customer Contract, or (y) 180 days of Customer's notice of termination of the RESA and direction to terminate this Agreement, in the case of a Customer termination pursuant to Section 9.1 of the RESA, then this Agreement and each Party's obligations hereunder shall remain valid and binding and in full force and effect in accordance with its terms for the remainder of the Term, and Parties shall enter into such amendments to this Agreement as are reasonably required to remove references to Customer. PacifiCorp agrees to use commercially reasonable efforts to provide Seller with prompt notice of any Customer direction to terminate or default under the Customer Contract as well as any Customer failure to rescind such direction or cure such default within the applicable cure period specified in the Customer Contract; provided that any failure by PacifiCorp to provide any such notice shall not affect its termination rights under this Section.

11.4. Rights and Obligations of Parties if Commercial Operation is not Achieved by Guaranteed Commercial Operation Date.

11.4.1. Termination Rights. If an Event of Default occurs under Section 11.1.2(b) for failure of the Facility to achieve Commercial Operation by the Guaranteed Commercial Operation Date, PacifiCorp may terminate this Agreement at any time thereafter by delivering written notice of termination to Seller as specified in Section 11.5. If PacifiCorp does not exercise its termination right set forth in this Section 11.4.1 within thirty (30) days after the Guaranteed Commercial Operation Date, then within sixty (60) days after the Guaranteed Commercial Operation Date, Seller may terminate this Agreement by Posting a notice of termination, which notice shall specify the effective date of termination, which shall be no less than seven (7) and no more than thirty (30) days after such Posting. Unless the Parties agree otherwise, this Agreement shall terminate effective upon the date specified in Seller's notice of termination that is Posted pursuant to this Section 11.4.1.

11.4.2. Right of First Offer. If this Agreement is terminated by Seller pursuant to Section 11.4.1, for a period that ends twenty-four (24) months after the effective date of such termination (the "Restricted Period"), neither Seller nor any Affiliate of Seller shall sell, or enter into a contract with any party other than PacifiCorp to sell, the Contracted Output percentage of any Net Output or Green Tags generated by, associated with or attributable to the Facility or any other generating facility installed on the Premises unless, prior to entering into any such agreement, Seller or Seller's affiliate Posts a written offer ("Offer Notice") to sell to PacifiCorp the Contracted Output percentage of all such Net Output and Green Tags at such prices and subject to such material terms and conditions as are specified in the Offer Notice.

(a) PacifiCorp has thirty (30) days after Posting of the Offer Notice to accept such offer. If PacifiCorp fails to accept such offer within such thirty-day period, or the Parties attempt in good faith to negotiate an agreement but are unable to execute a definitive agreement within sixty (60) days after PacifiCorp timely accepts such offer, then Seller or its Affiliate may enter into an agreement to sell such Contracted Output percentage of the Net Output and Green Tags associated with the Facility or such other generating facility installed on the Premises to the third party on terms and conditions in the aggregate not more favorable to the purchaser than the terms and conditions contained in the Offer Notice.

(b) If Seller or its Affiliate wish to enter into an agreement with a third party on terms in the aggregate more favorable to such third party than those offered to PacifiCorp in the Offer Notice, or if Seller or its relevant Affiliate fail to close the transaction which gave rise to Seller's obligation to provide an Offer Notice pursuant to this section within nine (9) months following the issuance of the Offer Notice, then any subsequent sale of such Contracted Output percentage of the Net Output and Green Tags associated with the Facility or such other generating facility installed on the Premises during the Restricted Period will be subject to this section.

(c) Seller or its Affiliates shall not sell or transfer the Facility, or any part thereof, or land rights or interests in the Premises (including the Generation Interconnection Agreement) during the Restricted Period to the extent that the limitations contained in this section apply, unless the transferee agrees to be bound by the terms set forth in this section pursuant to a written agreement reasonably acceptable to PacifiCorp.

(d) Upon PacifiCorp's request following a termination of this Agreement by Seller under Section 11.4.1, Seller shall deliver to PacifiCorp a notice of PacifiCorp's rights under this section in respect of the Premises, in a form reasonably acceptable to PacifiCorp, that PacifiCorp may record to provide public notice of PacifiCorp's rights under this section.

(e) This section is specifically enforceable without bond and without a need to prove irreparable harm.

11.5. Termination and Remedies. From and during the continuance of an Event of Default, the non-defaulting Party is entitled to all remedies available at law or in equity, and may terminate this Agreement by notice to the other Party designating the date of termination and delivered to the defaulting Party no less than one (1) Business Day before such termination date. The notice required by this section may be provided in the notice of Default (and does not have to be a separate notice) so long as it complies with all other terms of this section. As a precondition to Seller's exercise of this termination right, Seller shall also Post such notice and provide copies of such notice to the notice addresses of the then-current President and General Counsel of PacifiCorp. Seller shall send such copies by registered overnight delivery service or by certified or registered mail, return receipt requested. In addition, Seller shall prominently state in the termination notice in typefont no smaller than 14-point all-capital letters that "THIS IS A TERMINATION NOTICE UNDER A PPA. YOU MUST CURE A DEFAULT, OR THE PPA WILL BE TERMINATED," and shall state any amount purported to be owed with wiring instructions. Notwithstanding any other provision of this Agreement to the contrary, Seller does not have any right to terminate this Agreement if the Default that gave rise to the termination right is cured within fifteen (15) Business Days of PacifiCorp's receipt of such notice. Further, from and after the date upon which Seller fails to remedy a Default within the time periods provided in Section 11.1, and until PacifiCorp has recovered all damages incurred on account of such Default by Seller, without exercising its termination right, PacifiCorp may offset its damages against any payment due Seller. Except in circumstances in which a remedy provided for in this Agreement is described as a Party's sole or exclusive remedy, upon termination, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law, equity or this Agreement. The rights contemplated by this Section 11 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights. In the event of a termination hereof:

11.5.1. Each Party shall pay to the other all amounts due the other for all periods prior to termination, subject to offset by the non-defaulting Party against damages incurred by such Party.

11.5.2. The non-defaulting Party shall reasonably calculate termination damages and the defaulting Party shall pay such reasonably calculated charges. If this Agreement is terminated due to an Event of Default by Seller, termination damages shall include the net present value of (i) (A) the price at which PacifiCorp, following compliance with Section 11.8, is able to contract with a renewable energy resource with similar technology and renewable program certification eligibility that has not yet been constructed for the remaining term of this Agreement ("Replacement Resource") minus (B) the Contract Price for the reasonably estimated Contracted Output for the remaining intended term of this Agreement, plus (ii) PacifiCorp's Cost to Cover from the effective date of termination of this Agreement through the date of

commercial operation of the Replacement Resource. If this Agreement is terminated due to an Event of Default by PacifiCorp, termination damages shall include the net present value of (y) the Contract Price minus (z) following compliance with Section 11.8, the price at which Seller is able to sell the Contracted Output, associated Green Tags, and Capacity Rights associated with the Facility at the same Point of Delivery, reasonably estimated for the remainder of the Term.

11.5.3. The amounts due pursuant to Sections 11.5.1 and 11.5.2 will be calculated, invoiced, Posted, and paid within thirty (30) days after the billing date for such charges and will bear interest thereon at the Contract Interest Rate from the date of termination until the date paid. The foregoing does not extend the due date of, or provide an interest holiday for any payments otherwise due.

11.5.4. Before and after the effective date of termination, the non-defaulting Party may pursue, to the extent permitted by this Agreement, any and all legal or equitable remedies provided by law, equity or this Agreement.

11.5.5. Without limiting the generality of the foregoing, the provisions of Sections 4.5, 5.4, 5.5, 5.6, 6.10.4, 6.10.5, 7.1, 8.2, 8.3, 8.4, 10.2, 10.3, 10.4, 10.5, 11.2, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 12, 13, 23, and 24 survive the termination of this Agreement.

11.6. Transmission-Related Termination. Notwithstanding anything to the contrary in this Agreement but subject to the remainder of this section, PacifiCorp has the right to terminate this Agreement if the Transmission Provider confirms in the system impact study that network upgrades will be required on the Transmission Provider's transmission system in order to designate this Agreement as a Network Resource; provided, however, prior to the exercise of such termination right, PacifiCorp shall deliver written notice to Seller and Customer of PacifiCorp's intent to terminate this Agreement and, unless the Parties otherwise mutually agree upon an alternative solution, such termination is effective thirty (30) days after receipt of such written notice. The termination right described in this section expires on the date that is sixty (60) days following PacifiCorp's receipt of the transmission system impact study from the Transmission Provider that causes such termination right to vest. A termination under this section does not subject either Party to termination damages or other liability to the other Party under this Agreement or otherwise. In the event PacifiCorp terminates this Agreement pursuant to this section, any Project Development Security posted by Seller will be returned or terminated, as applicable.

11.7. Lender Foreclosure. An exercise of remedies under the financing documents between Seller and any Lender is, by itself, not an Event of Default under Section 11.1.2(c).

11.8. Duty/Right to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance hereof. "Commercially reasonable efforts" (a) by Seller include requiring Seller to use commercially reasonable efforts to maximize the price for Contracted Output and associated Green Tags received by Seller from third parties, including entering into an enabling agreement with, or being affiliated with, one or more power marketers of nationally recognized standing to market such Contracted Output and associated Green Tags not purchased or accepted by PacifiCorp (only during a period PacifiCorp

is in Default), in each case only to the extent any of the foregoing actions are permitted under Requirements of Law and the Generation Interconnection Agreement; and (b) by PacifiCorp, shall include requiring PacifiCorp to use commercially reasonable efforts to minimize PacifiCorp's Cost to Cover and the cost of a Replacement Resource.

11.9. Security. If this Agreement is terminated because of Seller's Default, PacifiCorp may, in addition to pursuing any and all other remedies available at law or in equity, proceed against any security held by PacifiCorp in whatever form to reduce any amounts that Seller owes PacifiCorp arising from such Default.

11.10. Cure by Lender or Customer.

11.10.1. Seller shall notify PacifiCorp and Customer of the names and addresses of any Lender that Seller wishes to have the rights set forth in this Section 11.10.

11.10.2. PacifiCorp upon serving Seller any notice of Default pursuant to any provisions of this Agreement, shall also serve a copy of such notice upon any Lender and Customer at the addresses provided for in Section 22. No notice of Default by PacifiCorp will be deemed to have been duly given unless and until a copy thereof shall have been so served.

11.10.3. From and after the date that such notice has been given to a Lender and Customer, said Lender or Customer shall, each in its sole discretion, have the same period for remedying any alleged Default or causing the same to be remedied, as is given to Seller pursuant to this Agreement. Lender or Customer may cure any Default by either Party under this Agreement and recover from the defaulting Party any damages, costs or expenses suffered or incurred by Lender or Customer in enforcing this Agreement or curing a Default, including reasonable attorneys' fees. The Parties shall accept such performance by or on behalf of such Lender or Customer as if the same had been done by Seller. If Seller is not proceeding with due diligence to remedy any such Default, neither PacifiCorp nor Seller shall interpose any objection if any Lender or Customer takes such action for such purpose.

11.11. Cumulative Remedies. Except in circumstances in which a remedy provided for in this Agreement is described as a sole or exclusive remedy, the rights and remedies provided to PacifiCorp under this Agreement are cumulative and not exclusive of any rights or remedies of PacifiCorp.

SECTION 12.
INDEMNIFICATION AND LIABILITY

12.1. Indemnities.

12.1.1. Indemnity by Seller. To the extent permitted by Requirements of Law and subject to Section 12.2, Seller releases, indemnifies and holds harmless PacifiCorp, its divisions, Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "PacifiCorp Indemnitees") against and from any and all losses, fines, penalties, claims, demands, damages, liabilities, actions or suits of any nature whatsoever (including legal costs and attorneys' fees, both at trial and on appeal, whether or not suit is brought) (collectively, "Liabilities") actually or allegedly resulting from, or arising out of, or in

any way connected with, the performance by Seller of its obligations, or relating to the Facility or Premises, for or on account of injury, bodily or otherwise, to, or death of, or damage to or destruction of property of, any person or entity, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the PacifiCorp Indemnitees. Seller is solely responsible for (and shall defend and hold PacifiCorp harmless against) any damage that may occur as a direct result of Seller's breach of the Generation Interconnection Agreement.

12.1.2. Indemnity by PacifiCorp. To the extent permitted by Requirements of Law and subject to Section 12.1.5, PacifiCorp releases, indemnifies and holds harmless Seller, its Affiliates, and each of its and their respective directors, officers, employees, agents, and representatives (collectively, the "Seller Indemnitees") against and from any and all Liabilities actually or allegedly resulting from, or arising out of, or in any way connected with, the performance by PacifiCorp of its obligations for or on account of (a) injury, bodily or otherwise, to, or death of, or (b) for damage to, or destruction of property of, any person or entity within the Seller Indemnitees, excepting only to the extent such Liabilities as may be caused by the gross negligence or willful misconduct of any person or entity within the Seller Indemnitees.

12.1.3. Additional Cross Indemnity. Without limiting Sections 12.1.1 and 12.1.2, Seller releases, indemnifies and holds harmless the PacifiCorp Indemnitees from and against all Liabilities related to Contracted Output prior to its delivery by Seller at the Point of Delivery, and PacifiCorp releases, indemnifies and holds harmless the Seller Indemnitees from and against all Liabilities related to Contracted Output once delivered to PacifiCorp at the Point of Delivery as provided in this Agreement, except in each case to the extent such Liabilities are attributable to the gross negligence or willful misconduct or a breach of this Agreement by any member of the PacifiCorp Indemnitees or the Seller Indemnitees, respectively, seeking indemnification.

12.1.4. No Dedication. 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. No undertaking by one Party to the other under any provision in this Agreement constitutes the dedication of PacifiCorp's facilities or any portion thereof to Seller or to the public, nor affects the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

12.1.5. Consequential Damages. NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE. THE PARTIES AGREE THAT ANY LIQUIDATED DAMAGES, DELAY DAMAGES, DEFICIT DAMAGES, TERMINATION DAMAGES OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT DO NOT REPRESENT SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES AS CONTEMPLATED IN THIS PARAGRAPH.

SECTION 13.
INSURANCE

13.1. Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry the insurance coverage specified on Exhibit 13.

13.2. Certificates of Insurance. Seller shall provide PacifiCorp with certificates of insurance within ten (10) days after the date by which such policies are required to be obtained (as set forth in Exhibit 13). Seller shall provide a certificate of insurance (in ACORD or similar industry form) to PacifiCorp within ten (10) days of the effective date of any insurance policy required under this Agreement. The certificates shall indicate that the insurer shall provide thirty (30) days prior written notice of cancellation. If any coverage is written on a "claims-made" basis, the certification accompanying the policy shall conspicuously state that the policy is "claims made."

SECTION 14.
FORCE MAJEURE

14.1. Definition of Force Majeure. "Force Majeure" or "an event of Force Majeure" means an event that (a) is not reasonably anticipated as of the date hereof, (b) is not within the reasonable control of the Party affected by the event, (c) is not the result of such Party's negligence or failure to act, and (d) could not be overcome by the affected Party's use of due diligence in the circumstances. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the tests set forth in the preceding sentence): acts of God; civil disturbance; sabotage; strikes; lock-outs; work stoppages; and action or restraint by court order or public or Governmental Authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such court or government action). Notwithstanding the foregoing, none of the following constitute Force Majeure: (i) Seller's ability to sell, or PacifiCorp's ability to purchase energy, capacity or Green Tags at a more advantageous price than is provided by this Agreement; (ii) the cost or availability of fuel or motive force to operate the Facility; (iii) economic hardship, including lack of money; (iv) any breakdown or malfunction of the Facility's equipment (including any serial equipment defect) that is not caused by an independent event of Force Majeure, (v) the imposition upon a Party of costs or taxes allocated to such Party under Section 5, (vi) delay or failure of Seller to obtain or perform any Required Facility Document unless due to an independent event of Force Majeure, (vii) any delay, alleged breach of contract, or failure by the Transmission Provider or Interconnection Provider unless due to an independent event of Force Majeure , (viii) maintenance upgrade or repair of any facilities or right of way corridors constituting part of or involving the Interconnection Facilities, whether performed by or for Seller, or other third parties (except for repairs made necessary as a result of an independent event of Force Majeure); (ix) Seller's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to transmission owner, Transmission Provider or Interconnection Provider, unless due to an independent event of Force Majeure; or (x) an event attributable to the use of Interconnection Facilities for deliveries of Contracted Output to any party other than PacifiCorp unless due to an independent event of Force Majeure. Notwithstanding anything to

the contrary in this Agreement, in no event will the increased cost of electricity, steel, labor, or transportation constitute an event of Force Majeure.

14.2. Suspension of Performance. Neither Party is liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an Event of Default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure during the continuation of the event of Force Majeure, for the same number of days that the event of Force Majeure has prevailed, provided that: (a) the Party affected by the Force Majeure, shall, within thirty (30) days after the occurrence of the event of Force Majeure, give the other Party written notice describing the particulars of the event; (b) the suspension of performance shall be of no greater scope and of no longer duration than is required to remedy the effect of the Force Majeure; and (c) the affected Party shall use diligent efforts to remedy its inability to perform.

14.3. Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure are excused by the Force Majeure.

14.4. Strikes. Notwithstanding any other provision hereof, neither Party is 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.

14.5. Right to Terminate. If a Force Majeure event prevents a Party from substantially performing its obligations for a period exceeding two hundred forty (240) consecutive days, then the Party not affected by the Force Majeure event may terminate this Agreement by giving ten (10) days' prior notice to the other Party. Upon such termination, neither Party will have any liability to the other with respect to the period following the effective date of such termination; provided, however, that this Agreement will remain in effect to the extent necessary to facilitate the settlement of all liabilities and obligations arising before the effective date of such termination.

SECTION 15.
SEVERAL OBLIGATIONS

15.1. The Parties do not intend for any provision of the Agreement to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation or liability on or between the Parties, and the Parties agree that the terms of this Agreement should be construed accordingly.

SECTION 16.
CHOICE OF LAW

16.1. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Utah, applying any choice of law rules that may direct the application of the laws of another jurisdiction.

SECTION 17.
PARTIAL INVALIDITY

17.1. If any of the terms hereof 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 this Agreement will remain in effect. The Parties shall use best efforts to amend this Agreement to reform or replace any terms determined to be invalid, illegal or void, such that the amended terms (a) comply with and are enforceable under applicable law, (b) give effect to the intent of the Parties under this Agreement, and (c) preserve the balance of the economics and equities contemplated by this Agreement in all material respects.

SECTION 18.
NON-WAIVER

18.1. No waiver of any provision of this Agreement is effective unless the waiver is set forth in a writing that (a) expressly identifies the provision being waived, and (b) is executed by the Party waiving the provision. A Party's waiver of one or more failures by the other Party in the performance of any of the provisions of this Agreement is not, and is not to be construed as, a waiver of any other failure or failures, whether of a like kind or different nature.

SECTION 19.
GOVERNMENTAL JURISDICTIONAND AUTHORIZATIONS

19.1. This Agreement is subject to the jurisdiction of those Governmental Authorities having control over either Party or this Agreement.

SECTION 20.
SUCCESSORS, ASSIGNS AND CHANGE OF CONTROL

20.1. Restriction on Assignments. Except as expressly provided in this Section 20, neither Party may assign this Agreement or any of its rights or obligations hereunder, without the prior written consent of the other Party. Seller shall promptly notify Buyer of any completed assignment.

20.2. Permitted Assignments.

20.2.1. Notwithstanding Section 20.1, either Party may, without the need for consent from the other Party (but with prompt written notice to the other Party, including the names of the assignees): (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds therefrom to a Lender in connection with financing for the Facility; or (b) transfer or assign this Agreement to an Affiliate meeting the requirements of Section 20.2.2; provided, however, that Seller shall not transfer, sell, encumber or assign this Agreement or any interest herein to any Affiliate of PacifiCorp without the prior written consent of PacifiCorp.

20.2.2. Except with respect to collateral assignments for financing purposes, in every assignment permitted under this Section 20.2, the assignee must (i) agree in writing to be bound by the terms and conditions hereof; (ii) either be or contract with a Qualified Operator or

expressly agree in writing to comply with the obligations of Section 6.2.2, and (iii) possess the same or better creditworthiness as the assignor.

20.3. Lender Consent. PacifiCorp agrees upon written request to, from time to time, provide an estoppel substantially in the form of Exhibit 20.3.

20.4. PacifiCorp Assignment. PacifiCorp may assign this Agreement in whole or in part without the consent of Seller to any person or entity in the event that PacifiCorp ceases to be a load-serving entity, in which event PacifiCorp will be released from liability under this Agreement upon approval of PacifiCorp ceasing to be a load-serving entity by the Commission, provided that, at the time of assignment, the assignee (i) is a load-serving entity and (ii) has creditworthiness that is at least Investment Grade, and is not subject to a negative credit watch from S & P or on Moody's watch list for a potential downgrade.

20.5. Costs. The Party seeking to assign or transfer this Agreement shall be solely responsible for paying all costs of assignment, including costs of conducting reasonable due diligence and providing consent.

20.6. Change of Control. Seller may not suffer any Change of Control, whether voluntary or by operation of law, without PacifiCorp's prior written consent, not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, neither of the following shall require PacifiCorp's consent: (x) a Seller Permitted Transfer, or (y) a foreclosure or other exercise of remedies by a Lender, including on the direct or indirect ownership interests in Seller (including a transfer in lieu of foreclosure or any transfer, assignment or designation to another entity following such foreclosure or exercise in remedies). In the case of any Change of Control, Seller Permitted Transfer or foreclosure, transfer or assignment permitted hereunder, Seller shall provide notice to PacifiCorp within ten (10) days of any such transaction.

20.7. Unpermitted Transfers Are Null and Void. Any Change of Control or sale, transfer, or assignment of this Agreement made without fulfilling the requirements of this Agreement shall be null and void and shall constitute an Event of Default by Seller pursuant to Section 11.1.1(d).

SECTION 21.
ENTIRE AGREEMENT

21.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding the subject matter of this Agreement. No modification of this Agreement is effective unless it is in writing and executed by both Parties.

SECTION 22.
NOTICES

22.1. Addresses and Delivery Methods. All notices, requests, statements or payments must be made to the addresses set out in Exhibit 22.1. In addition, copies of a notice of termination of this Agreement under Section 11.5 must contain the information required by

Section 11.5 and must be sent to the then-current President and General Counsel of PacifiCorp. Notices required to be in writing must be delivered by letter or other tangible documentary form. Notice by overnight mail or courier will be deemed to have been given on the date and time evidenced by the delivery receipt. Notice by hand delivery will be deemed to have been given when received or hand delivered. Notice by electronic transmission is effective as of transmission, but must be followed up by notice by registered mail or overnight carrier to be effective. Notice by certified or registered mail, return receipt requested, will be deemed to have been given upon receipt. The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this section.

SECTION 23.
DISAGREEMENTS

23.1. Negotiations. Prior to proceeding with formal dispute resolution procedures as provided below, the Parties must first attempt in good faith to informally resolve all disputes arising out of, related to or in connection with this Agreement. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one level above those employees who have previously been involved in the dispute must meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days after the referral of the dispute to such senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either Party may initiate any legal remedies available to the Party. No statements of position or offers of settlement made in the course of the dispute process described in this section will be offered into evidence for any purpose in any litigation between the Parties, nor will any such statements or offers of settlement be used in any manner against either Party in any such litigation. Further, no such statements or offers of settlement will constitute an admission or waiver of rights by either Party in connection with any such litigation. At the request of either Party, any such statements and offers of settlement, and all copies of them, will be promptly returned to the Party providing the same.

23.2. Mediation; Technical Expert.

23.2.1. Mediation. If the dispute is not resolved informally pursuant to Section 23.1, either Party may request that the matter be submitted to non-binding mediation. If the other Party agrees, the mediation will be conducted in accordance with the Construction Industry Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Construction Disputes) of the AAA, as amended and effective on the date a Party requests mediation, and except as modified in this section (the "Mediation Procedures").

(a) The Party requesting the mediation, may commence the mediation process with AAA by notifying AAA and the other Party in writing ("Mediation Notice") of such Party's desire that the dispute be resolved through mediation, including with the Mediation Notice a copy of the Dispute Notice and the responses, if any, and a copy of the other Party's written agreement to such mediation.

(b) The mediation will be conducted through, by and at the office of AAA located in Salt Lake City, Utah.

(c) The mediation will be conducted by a single mediator. The Parties may select any mutually acceptable mediator. If the Parties cannot agree on a mediator within five (5) days after the date of the Mediation Notice, then the AAA's arbitration administrator will send a list and resumes of three (3) available mediators to the Parties, each of whom shall strike one name, and the remaining person will be appointed as the mediator. If more than one name remains, either because one or both Parties have failed to respond to the AAA's arbitration administrator within five (5) days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the AAA's arbitration administrator will choose the mediator from the remaining names. If the designated mediator dies, become incapable or, unwilling to, or unable to serve or proceed with the mediation, a substitute mediator will be appointed in accordance with the selection procedure described above in this section, and such substitute mediator will have all such powers as if he or she has been originally appointed.

(d) The mediation will consist of one or more informal, non-binding meetings between the Parties and the mediator, jointly and in separate caucuses, out of which the mediator will seek to guide the Parties to a resolution of the Dispute. The mediation process will continue until the resolution of the dispute, or the termination of the mediation process pursuant to Section 23.2.1(f). The costs of the mediation, including fees and expenses, will be borne equally by the Parties.

(e) All verbal and written communications between the Parties and issued or prepared in connection with this section will be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and will be exempt from discovery and production, and will not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the dispute. At the request of either Party, any such statements and offers of settlement, and all copies of them, will be promptly returned to the Party providing the same.

(f) The initial mediation meeting between the Parties and the mediator shall be held within twenty (20) days after the Mediation Notice. Either Party may terminate the mediation process upon or after the earlier to occur of (i) the failure of the initial mediation meeting to occur within twenty (20) days after the date of the Mediation Notice, (ii) the passage of thirty (30) days after the date of the Mediation Notice without the dispute having been resolved, or (iii) such time as the mediator makes a finding that there is no possibility of resolution through mediation.

(g) All deadlines specified in this section may be extended by mutual agreement.

23.2.2. Technical Expert. If the dispute regards (i) whether or not Commercial Operation has been achieved, or (ii) the disputed amount of any invoice, the Parties may, in lieu of mediation, have such dispute resolved pursuant to this section. Any such dispute will be determined by an independent technical expert, who will be a mutually acceptable third party

with training and experience in the disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion (the "Technical Expert"), which determination will be (x) except as otherwise provided in this section, made in accordance with the Construction Industry Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Construction Disputes) of the AAA, as amended and effective on the date a Party provides notice of its intent to submit the dispute to a technical expert, and (y) binding upon the Parties.

(a) Either Party may commence the technical dispute process with AAA by notifying AAA and the other Party in writing ("Technical Dispute Notice") of such Party's desire that the dispute be resolved through a determination by a technical expert.

(b) The determination will be conducted by a sole Technical Expert. The Parties may select any mutually acceptable Technical Expert. If the Parties cannot agree on a Technical Expert within five (5) days after the date of the Technical Dispute Notice, then the AAA's arbitration administrator will send a list and resumes of three (3) available technical experts meeting the qualifications set forth in Section 23.2.2 to the Parties, each of whom shall strike one name, and the remaining person will be appointed as the Technical Expert. If more than one name remains, either because one or both Parties have failed to respond to the AAA's arbitration administrator within five (5) days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the AAA's arbitration administrator will choose the Technical Expert from the remaining names. If the designated Technical Expert dies, become incapable or, unwilling to, or unable to serve or proceed with the determination, a substitute technical expert will be appointed in accordance with the selection procedure described above, and such substitute Technical Expert shall have all such powers as if he or she has been originally appointed.

(c) Within thirty (30) days of the appointment of the Technical Expert pursuant to the foregoing subsection, each Party will submit to the Technical Expert a written report containing its position with respect to the dispute, and arguments therefor together with supporting documentation and calculations. Discovery will be limited to Facility documentation relating to the disputed matter. Within sixty (60) days from receipt of such submissions, the Technical Expert will select one or the other Party's position with respect to the dispute, whereupon such selection is a binding determination upon the Parties for all purposes under this Agreement. The costs of the determination by the Technical Expert of any dispute, including fees and expenses, will be borne by the Party whose position was not selected by the Technical Expert. If the Technical Expert fails to render a decision within ninety (90) days from receipt of each Party's submissions, either Party may initiate litigation in accordance with the provisions of this Agreement.

(d) All verbal and written communications between the Parties and issued or prepared in connection with this section will be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and shall be exempt from discovery and production, and shall not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the dispute. At the request of either Party, any such statements and offers of settlement, and all copies of them, will be promptly returned to the Party providing the same.

(e) All deadlines specified in this section may be extended by mutual agreement of the Parties.

23.3. Choice of Forum. Each Party irrevocably consents and agrees that any legal action or proceeding arising out of this Agreement or the actions of the Parties leading up to the Agreement will be brought exclusively in the United States District Court for the District of Utah in Salt Lake City, Utah, or if such court does not have jurisdiction, in the 3rd Judicial District (Salt Lake County) Court of the State of Utah. By execution and delivery of this Agreement, each Party (a) accepts the exclusive jurisdiction of such court and waives any objection that it may now or hereafter have to the exercise of personal jurisdiction by such court over each Party for the purpose of any proceeding related to this Agreement, (b) irrevocably agrees to be bound by any final judgment (after any and all appeals) of any such court arising out of such documents or actions, (c) irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceedings arising out of such documents brought in such court (including any claim that any such suit, action or proceeding has been brought in an inconvenient forum) in connection with this Agreement, (d) agrees that service of process in any such action may be effected by mailing a copy of such service of process by registered or certified mail, postage prepaid, to such Party at its address as set forth in this Agreement, and (e) agrees that nothing in this Agreement affects the right to effect service of process in any other manner permitted by law.

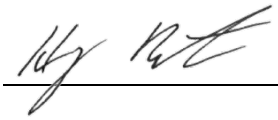
23.4. Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WITH ANY PROCEEDING IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

SECTION 24.
MATERIAL TERMS AND CONDITIONS – CUSTOMER

24.1. PacifiCorp represents that, before entering into this Agreement, it secured Customer's consent to material terms and conditions included in this Agreement related to resource size, estimated production, expected Delivery Start Date, contract Term, the costs and charges for Output, performance guarantees, operational terms, credit provisions, and default and termination provisions. Customer is a third-party beneficiary of this Agreement and has the right, but not the obligation, to enforce this Agreement according to its terms. Customer may, in its sole discretion, cure any Default by either Party under this Agreement and recover from the defaulting Party any damages, costs or expenses suffered or incurred by such Customer in enforcing this Agreement or curing a Default, including reasonable attorneys' fees and may recover against security posted pursuant to Section 8. PacifiCorp and Seller each agrees to provide written notice to Customer of any Default by the other Party under this Agreement that could lead to termination as soon as practicable and in all events prior to the expiration of the cure period applicable to such Default.

[Signature page(s) follow]

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

CASTLE SOLAR, LLC		PACIFICORP	
By:		By:	
Name:	Hy Martin	Name:	
Title:	Authorized Signatory	Title:	
Date:	3/31/2021	Date:	

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

CASTLE SOLAR, LLC	PACIFICORP
By: _____	By: Bruce Griswold Digitally signed by Bruce Griswold Date: 2021.04.02 07:55:29 -07'00'
Name: _____	Name: Bruce Griswold
Title: _____	Title: Director, Short-term Origination
Date: _____	Date: April 2, 2021

EXHIBIT A

ESTIMATED MONTHLY CONTRACTED OUTPUT

PERIOD	TOTAL (MWh)
January	[redacted]
February	[redacted]
March	[redacted]
April	[redacted]
May	[redacted]
June	[redacted]
July	[redacted]
August	[redacted]
September	[redacted]
October	[redacted]
November	[redacted]
December	[redacted]
First Year Total	[redacted]

Note: Estimated monthly output in the table above is reflective of the first Contract Year. Monthly Contracted Output in subsequent Contract Years will be adjusted by the annual degradation factor specified in the definition of "Expected Energy".

EXPECTED CONTRACTED ENERGY - ANNUAL REDUCTION	
[redacted]	EXPECTED CONTRACTED ENERGY (MWh)

Under separate cover, Seller will also Post one (1) electronic copy, and provide PacifiCorp one (1) hard copy, of the solar plant performance estimation report using a Solar Performance Modeling Program no later than ninety (90) days prior to the start of construction. This report will include, at a minimum, estimated hourly MW generation output in MWh/h for the site and Facility, and shall set forth additional losses related to availability, AC-side collection, transformers, substation and no-load/overnight losses. On or prior to the Commercial Operation Date, Seller shall Post and provide an updated Exhibit A and solar plant performance estimation report based on completed construction.

Upon the date of Final Completion, if different than the Commercial Operation Date, Seller shall Post and provide an updated Exhibit A and solar plant performance estimation report based on the final completed construction.

EXHIBIT B

NERC EVENT TYPES

Event Type	Description of Outages
U1	Unplanned (Forced) Outage—Immediate – An outage that requires immediate removal of a unit from service, another outage state or a Reserve Shutdown state. This type of outage results from immediate mechanical/electrical/hydraulic control systems trips and operator-initiated trips in response to unit alarms.
U2	Unplanned (Forced) Outage—Delayed – An outage that does not require immediate removal of a unit from the in-service state but requires removal within six (6) hours. This type of outage can only occur while the unit is in service.
U3	Unplanned (Forced) Outage—Postponed – An outage that can be postponed beyond six hours but requires that a unit be removed from the in-service state before the end of the next weekend. This type of outage can only occur while the unit is in service.
SF	Startup Failure – An outage that results from the inability to synchronize a unit within a specified startup time period following an outage or Reserve Shutdown. A startup period begins with the command to start and ends when the unit is synchronized. An SF begins when the problem preventing the unit from synchronizing occurs. The SF ends when the unit is synchronized or another SF occurs.
MO	Maintenance Outage – An outage that can be deferred beyond the end of the next weekend, but requires that the unit be removed from service before the next planned outage. (Characteristically, a MO can occur any time during the year, has a flexible start date, may or may not have a predetermined duration and is usually much shorter than a PO.)
ME	Maintenance Outage Extension – An extension of a maintenance outage (MO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the MO.
PO	Planned Outage – An outage that is scheduled well in advance and is of a predetermined duration, lasts for several weeks and occurs only once or twice a year. (Boiler overhauls, turbine replacement or inspections are typical planned outages.)
PE	Planned Outage Extension – An extension of a planned outage (PO) beyond its estimated completion date. This is typically used where the original scope of work requires more time to complete than originally scheduled. Do not use this where unexpected problems or delays render the unit out of service beyond the estimated end date of the PO.

EXHIBIT C

[FORM OF GUARANTY — CREDIT SUPPORT OBLIGATION]

THIS GUARANTY (this "Guaranty"), dated as of _____ __, 20[__], is issued and delivered by [_____], a [_____] (the "Guarantor") for the benefit of PacifiCorp, an Oregon corporation (the "Beneficiary"), with reference to the following:

WHEREAS, the Beneficiary and [_____)_____], a [_____] (the "Obligor") entered into that certain Power Purchase Agreement, dated as of [_____] (the "Agreement"); and Guarantor delivers to the Beneficiary this Guaranty as an inducement to Beneficiary to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the Guarantor hereby agrees as follows:

1. Guarantor absolutely and unconditionally guarantees, as an independent obligation of Guarantor, the prompt and complete payment when due of the obligations of Obligor under the Agreement, including without limitation the following (the "Guaranteed Obligations"):

(a) for the period beginning on the thirtieth (30^{th}) day following the Effective Date (as defined in the Agreement) until the earlier of the date that either the Guaranteed Obligations have been satisfied in full or Seller has posted the Default Security, an amount equal to the Project Development Security (as defined in the Agreement), as described in Section 8.1 of the Agreement to be [_____ ($_____)] (the "Project Development Security Cap"); and

(b) for the period beginning on the Commercial Operation Date (as defined in the Agreement) and continuing until the date that the Guaranteed Obligations have been satisfied in full, all claims under the Agreement against an amount equal to [_____ ($_____)] (the "Default Security Cap").

2. This Guaranty is one of payment and not of collection and shall apply regardless of whether recovery of any Guaranteed Obligations may be or become barred by any statute of limitations, discharged, or uncollectible due to any change in law or regulation or in any bankruptcy, insolvency or other proceeding, or otherwise be unenforceable. All sums payable by Guarantor hereunder shall be made in immediately available funds without any setoff, deduction, counterclaim or withholding for taxes unless required by applicable law, in which case Guarantor shall pay, in addition to the payment to which Beneficiary is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by Beneficiary (free and clear of any setoff, deduction, counterclaim or withholding for taxes) will equal the full amount which Beneficiary would have received had no such setoff, deduction, counterclaim or withholding been required.

3. Beneficiary may at any time, whether before or after termination of this Guaranty, and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (1) apply any sums received to any

indebtedness or other obligations for which Obligor is liable, whether or not such indebtedness is an Obligation; (2) modify, compromise, release, subordinate, substitute, exercise, alter, enforce or fail or refuse to exercise or enforce any claims, rights or remedies of any kind which Beneficiary may have, at any time against Obligor or Guarantor, endorser, or other party liable for the Guaranteed Obligations or any part or term thereof, or with respect to collateral or security of any kind Beneficiary may have, at any time, whether under the Guaranteed Obligations, or any other agreement, or this Guaranty, or otherwise; (3) release, substitute, or surrender and to enforce, collect or liquidate or to fail or refuse to enforce, collect or liquidate, any collateral or security of any kind Beneficiary may have, at any time, whether under this Guaranty or otherwise; (4) take and hold security for the payment and performance of the obligations guaranteed hereby, and exchange, enforce, waive, and release or apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine; (5) release or substitute any other Guarantor of Obligor's payment or performance; and (6) assign this Guaranty in connection with an assignment permitted under the Agreement. Guarantor hereby consents to each and all of the foregoing acts, events and/or occurrences.

4. Guarantor expressly waives (i) protest, (ii) notice of acceptance of this Guaranty by the Beneficiary, (iii) demand for payment of any of the Guaranteed Obligations; (iv) any right to assert against Beneficiary any defense (legal or equitable), counter-claim, set-off, cross-claim or other claim that Guarantor may now or at any time hereafter have (a) against Obligor or (b) acquired from any other party, not affiliated with Guarantor, to which Beneficiary may be liable; and (v) any defense arising by reason of any claim or defense based upon an election of remedies by Beneficiary which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against Obligor for reimbursement, or any other rights of the Guarantor to proceed against Obligor or against any other person, property or security.

5. This Guaranty shall continue in full force and effect with respect to all Guaranteed Obligations arising prior to its termination. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored or returned due to bankruptcy or insolvency laws or otherwise. The failure of Beneficiary to enforce any of the provisions of this Guaranty at any time or for any period of time shall not be construed to be a waiver of any such provision or the right thereafter to enforce the same. All remedies of Beneficiary shall be cumulative. The terms and provisions hereof may not be waived, altered, modified, or amended except in a writing executed by Guarantor and a duly authorized officer of Beneficiary.

6. Until all Guaranteed Obligations are indefeasibly paid in full, Guarantor hereby waives all rights of subrogation, reimbursement, contribution, and indemnity from Obligor and any collateral held therefor, and Guarantor hereby subordinates all rights under any debts owing from Obligor to Guarantor, whether now existing or hereafter arising, to the prior payment of the Guaranteed Obligations. No payment in respect of any such subordinated debts shall be received by Guarantor. Upon any Obligation becoming due, Obligor or its assignee, trustee in bankruptcy, receiver, or any other person having custody or control over any or all of Obligor's property is authorized and directed to pay to Beneficiary the entire unpaid balance of the debt before making any payments to Guarantor, and for that purpose. Any amounts received by

Guarantor in violation of the foregoing shall be received as trustee for the benefit of Beneficiary and shall forthwith be paid over to Beneficiary.

7. Guarantor warrants and represents that it is an "eligible contract participant" within the meaning of Section 1a(18) of the Commodity Exchange Act.

8. This Guaranty shall remain in full force and effect until the earlier of (i) such time as all the Guaranteed Obligations have been finally and indefeasibly discharged in full, and (ii) [_____] (the "Expiration Date"); provided however, the Guarantor will remain liable hereunder for Guaranteed Obligations that were outstanding prior to the Expiration Date.

9. This Guaranty shall be governed by and construed in accordance with the internal laws of the State of Utah. Guarantor and Beneficiary agree to the exclusive jurisdiction of the state and federal courts located in the state of Utah over any disputes arising or relating to this Guaranty.

10. Guarantor agrees to pay all reasonable out-of-pocket expenses (including the reasonable fees and expenses of the Beneficiary's counsel) relating to the enforcement of the Beneficiary's rights hereunder in the event the Guarantor disputes its obligations under this Guaranty and it is finally determined (whether through settlement, arbitration or adjudication, including the exhaustion of all permitted appeals), that the Beneficiary is entitled to receive payment of a portion of or all of such disputed amounts ("Expenses").

11. Waiver of Jury Trial. 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. THIS PARAGRAPH WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. This Guaranty integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all oral negotiations and prior writings in respect to the subject matter hereof. Each provision hereof shall be severable from every other provision when determining its legal enforceability such that this Guaranty may be enforced to the maximum extent permitted under applicable law. This Guaranty may only be amended or modified by an instrument in writing signed by each of the Guarantor and the Beneficiary. There are no intended third party beneficiaries of this Guaranty.

13. Guarantor may not assign its rights nor delegate its obligations under this Guaranty in whole or part, without written consent of Beneficiary, and any purported assignment or delegation absent such consent is void. Guarantor agrees to properly execute, or cause to be executed, all documents reasonably required by Beneficiary in connection herewith in order to fulfill the intent and purposes hereof and of the Transaction.

14. Notices. Any communication, demand or notice to be given hereunder will be duly given when delivered in writing or sent by facsimile, and sent electronically by email, to the Guarantor or to the Beneficiary, as applicable, at its addresses as indicated below:

If to the Guarantor, at:

[_____]
[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

With a copy to:

[_____]
[_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

If to the Beneficiary, at:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Director, Valuation & Commercial Business
Fax (503) 813-6260

With a copies to:

PacifiCorp
825 NE Multnomah, Suite 600
Portland, OR 97232-2315
Attn: Contract Administration
Fax (503) 813-6291
email: cntadmin@pacificorp.com

PacifiCorp Legal Department
825 NE Multnomah, Suite 1800
Portland, OR 97232-2315
Attn: Assistant General Counsel
Fax (503) 813-6761

or such other address as the Guarantor or the Beneficiary shall from time to time specify. Notice shall be deemed given (a) when received, as evidenced by signed receipt, if sent by hand delivery, overnight courier or registered mail or (b) when received, as evidenced by transmission confirmation report, if sent by facsimile and received on or before 4 pm local time of recipient, or

(c) the next business day, as evidenced by transmission confirmation report, if sent by facsimile and received after 4 pm local time of recipient.

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty as of the day and year first above written.

By: _____
Name:
Title:

EXHIBIT 3.2.3

REQUIRED FACILITY DOCUMENTS

1. Required Facility Documents Already Obtained:

a. Permits:

i. Conditional Use Permit ("CUP") approved by Emery County on June 12, 2019 and amended for extension on May 19, 2020.

b. Interconnection Approval:

i. PacifiCorp Large Generator Interconnection Agreement ("LGIA") Queue #752 dated January 31, 2018, as amended March 16, 2020.

c. Land Rights:

Lease(s) and Easement(s):

Document Type	Counterparty	Status
SPECIAL USE LEASE AGREEMENT	THE STATE OF UTAH, ACTING BY AND THROUGH SCHOOL AND INSITUTIONAL TRUST LANDS ADMINISTRATION ("SITLA")	EXECUTED
GROUND LEASE AGREEMENT	LYNN C. SITTERUD AND PAULENE R. SITTERUD, TRUSTEES OF THE SITTERUD FAMILY TRUST, DATED AUGUST 24, 2007	EXECUTED
GROUND LEASE AGREEMENT	CASTLE LAND ENTERPRISES, LLC	EXECUTED
EASEMENTS	MULTIPLE	IN PROGRESS

d. Others:

2. Required Facility Documents To Be Obtained Prior to Commercial Operation:

a. Licenses, Permits and Authorizations:

i. Evidence of market-based rate authority under Section 205 of the Federal Power Act:

ii. Encroachment Permits from Emery County and/or Utah Department of Transportation:

iii. Building Permits:

iv. Electrical Permits:

v. Environmental Permits:

vi. Generator Tie Line Easement:

vii. Utility Easement(s):

b. Construction and Operations and Maintenance:

i. Engineering, Procurement and Construction ("EPC") and Procurement Contracts:

ii. Proof of Insurance:

iii. Retail Electric Service Agreement:

iv. Balance of Plant/Construction Services Agreement:

c. Operations and Maintenance Agreements:

i. Warranty, Service and Maintenance Agreement(s):

EXHIBIT 4.6.1
GREEN TAG ATTESTATION AND BILL OF SALE

[_____] ("Seller") hereby sells, transfers and delivers to PacifiCorp the Green Tags (including all Environmental Attributes and Green Tag Reporting Rights) associated with the generation and delivery of a percentage, calculated by dividing the Contracted Capacity by the Nameplate Capacity Rating, of the Net Output of the Facility to PacifiCorp under the Renewable Resource Contract (Renewable Energy) between Seller and PacifiCorp dated [_____] (the "PPA"), as described below, in the amount of one Green Tag for each megawatt hour generated. Defined terms used in this Green Tag Attestation and Bill of Sale (as indicated by initial capitalization) shall have the meaning set forth in the PPA.

Facility name and location: _____
Fuel Type: Solar
Capacity (MW): _____
Operational Date: _____
Energy Admin. ID no.: _____

Dates	MWh generated
_____	_____

Seller further attests, warrants and represents as follows:

i) to the best of its knowledge, the information provided herein is true and correct;

ii) its sale to PacifiCorp is its one and only sale of all or any part of the Green Tags referenced herein;

iii) the Facility generated and delivered to the grid the energy in the amount indicated above; and

iv) to the best of Seller's knowledge, each of the Green Tags associated with the generation of energy for delivery under the PPA have been generated by the Facility and sold by Seller.

This Green Tag Attestation and Bill of Sale confirms, in accordance with the PPA, the transfer from Seller to PacifiCorp all of Seller's right, title and interest in and to the Green Tags associated with a percentage, calculated by dividing the Contracted Capacity by the Nameplate Capacity Rating, of the Net Output of the Facility to be delivered under the PPA as set forth above.

This Attestation may be disclosed by Seller and PacifiCorp to others, including the Center for Resource Solutions and the public utility commissions having jurisdiction over PacifiCorp, to substantiate and verify the accuracy of PacifiCorp's advertising and public communication claims, as well as in PacifiCorp's advertising and other public communications.

Seller's Contact Person: [_____]

WITNESS MY HAND,
[_____], a [_____]
By _____
Its _____
Date: _____

EXHIBIT 4.6.2

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT

Energy Supply Management Master v4.1a; 05102017

This Qualified Reporting Entity Services Agreement (this "Agreement") is entered into by and between PacifiCorp ("PacifiCorp") and _____ ("Counterparty"; PacifiCorp and Counterparty may be referred to individually herein as "Party" and collectively as "Parties") as of the date signed by both Parties with reference to the following:

WHEREAS, Counterparty represents to PacifiCorp that it owns or otherwise has the rights to all or part of the non-energy attributes of the generation from that certain electric generation facility as more particularly described in Exhibit A (the "Facility") as such rights are defined in that power purchase agreement between PacifiCorp and Counterparty (the "PPA"), or other rights respecting the Facility itself enabling it to lawfully enter hereinto; and

WHEREAS, the Western Renewable Electricity Generation Information System ("WREGIS") is a system tracking quantities of renewable energy generation generated by electric generating facilities in the nature of the Facility, as a Facility pursuant to WREGIS Terms of Use ("TOU"); and

WHEREAS, WREGIS requires that each Facility have a designated Qualified Reporting Entity; and

WHEREAS, Counterparty is an Account Holder in WREGIS and wishes to register the Facility with WREGIS; and

WHEREAS, Counterparty wishes to retain PacifiCorp to act as its WREGIS-defined Qualified Reporting Entity ("QRE") for the Facility;

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

I. Definitions; Rules of Construction.

1.1 Initially capitalized terms used and not otherwise defined herein are defined in the in the WREGIS Operating Rules or in Attachment 1 *Definitions* of the WREGIS TOU.

1.2 "Affiliate" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to PacifiCorp, Affiliate shall only include Berkshire Hathaway Energy Company and its direct, wholly owned subsidiaries.

1.3 "Business Day" means a day of the week other than Saturday, Sunday, or a federal holiday.

1.4 "Electric System Authority" means each of NERC, WECC, WREGIS, a regional transmission organization, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the WECC region.

1.5 "FERC" means the Federal Energy Regulatory Commission.

1.6 "Generation Interconnection Agreement" means the agreement entered into separately between Counterparty and Interconnection Provider concerning the Interconnection Facilities.

1.7 "Facility" is defined in the Preamble.

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

1.9 "Interconnection Provider" means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for interconnection to the electric transmission grid; in the event Interconnection Provider is PacifiCorp, PacifiCorp would be the Interconnection Provider operating in its regulated transmission function, and not as the party hereto.

1.10 "Metering External Webpage" means a website owned and operated by PacifiCorp that PacifiCorp may at its option, but without being obligated to do so, make available and operate for the display of all data that will be included in the Monthly Generation Extract File.

1.11 "Monthly Generation Extract File" means a data file that contains generation data from Counterparty's Points of Metering and conforms to the characteristics and requirements set forth in the WREGIS Interface Control Document.

1.12 "NERC" means the North American Electric Reliability Corporation.

1.13 "Points of Metering" means the points at which electric generation is measured.

1.14 "PPA" is defined in the Preamble.

1.15 "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.

1.16 "QRE" means a WREGIS-defined Qualified Reporting Entity.

1.17 "Renewable" is defined in section 2 of the WREGIS Operating Rules.

1.18 "Requirements of Law" means any applicable federal, state and local law, statute, regulation, rule, code or ordinance enacted, adopted, issued or promulgated by any federal, state, local or other Governmental Authority or regulatory body (including those pertaining to electrical, building, zoning, environmental and occupational safety and health requirements).

1.19 "Settlement Estimation Procedures" means a calculation based on standard utility estimation rules using algorithms developed and approved by PacifiCorp's billing department.

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

1.21 "Tariff" means the PacifiCorp FERC Electric Tariff Fifth Revised Volume No. 11 Open Access Transmission Tariff, or such updated volume as posted on PacifiCorp's Open Access Same-Time Information System on the effective date of this Agreement.

1.22 "Transmission Provider" means the FERC-regulated or United States Department of Energy entity with whom the Facility has contracted for electric transmission at and away from the Facility to any point on, or interconnection with, the electric transmission grid; in the event Transmission Provider is PacifiCorp, PacifiCorp would be the Interconnection Provider operating in its regulated transmission function, and not as the party hereto.

1.23 "Wholesale Generation Also Serving On-Site Loads" is defined in section 2 of the WREGIS Operating Rules.

1.24 "WECC" means the Western Electricity Coordinating Council.

1.25 "WREGIS" means the Western Renewable Energy Generation Information System.

1.26 "WREGIS Certificate" or "Certificate" means "Certificate" as defined by the WREGIS Operating Rules.

1.27 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS, including the TOU.

1.28 General Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or an electricity market price index include a reference to such entity's or index's successors; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" means "including, without limitation" or "including, but not limited to"; (h) all references to a particular law or statute mean that law or statute as amended from time to time; and (i) the word "or" is not necessarily exclusive.

1.29 Interpretation with FERC Orders. Counterparty acknowledges and agrees that PacifiCorp must conduct its operations in a manner intended to comply with FERC Order No. 717, Standards of Conduct for Transmission Providers, which requires the functional separation of a utility's transmission and merchant functions. Moreover, the Parties acknowledge that each of Transmission Provider's and Interconnection Provider's transmission function offers transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service. Counterparty agrees to conduct itself and operate the Facility in accordance with all Requirements of Law, all requirements of all applicable Electric System Authorities, and all requirements of the Interconnection Agreement.

1.29.1 Counterparty agrees to enter into the Generation Interconnection Agreement with the Interconnection Provider. The Generation Interconnection Agreement shall be a separate and free standing contract and the terms hereof are not binding upon the Interconnection Provider or Transmission Provider, although both are express third party beneficiaries hereof.

1.29.2 Notwithstanding any other provision in this Agreement, nothing in the Generation Interconnection Agreement, nor any other agreement between Counterparty on the one hand and Transmission Provider or Interconnection Provider on the other hand, nor any alleged event of default thereunder, shall alter or modify the Parties' rights, duties, and obligation hereunder. Likewise, nothing herein or connected with the performance by PacifiCorp hereof shall affect or impair the rights of Interconnection Provider or Transmission Provider, under the Interconnection Agreement or otherwise. This Agreement shall not be construed to create any rights between Counterparty and the Interconnection Provider or between Counterparty and the Transmission Provider.

1.29.3 Counterparty expressly recognizes that, for purposes hereof, the Interconnection Provider and Transmission Provider each shall be deemed to be a separate entity and separate contracting party from PacifiCorp whether or not the Generation Interconnection Agreement is entered into with Interconnection Provider or an affiliate thereof. Counterparty acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser hereunder, has no responsibility for or control over Interconnection Provider or Transmission Provider, and is not liable for any breach of agreement or duty by Interconnection Provider or Transmission

Provider. Nothing in this Agreement shall operate to diminish, nor shall this Agreement extend to, Interconnection Provider or Transmission Provider's use, retention, or disclosure of Counterparty or Facility information (including information within the scope of this Agreement) in connection with PacifiCorp operating in its transmission function, including its carrying out of its obligations and business practices as a Balancing Authority or activities undertaken pursuant to the Tariff.

II. Term and Termination.

2.1 This Agreement shall be effective upon execution by the Parties and shall continue in effect until such time as either Party, upon providing 60 days written notice to the other Party, chooses to terminate. PacifiCorp may initiate any regulatory proceedings it deems appropriate to terminate this Agreement prior to the effectiveness of such termination. Notwithstanding the foregoing, (a) Counterparty may terminate this Agreement upon an event of default by PacifiCorp if PacifiCorp does not cure such event of default within 10 days of written notice, (b) PacifiCorp may terminate this Agreement upon an event of default by Counterparty if Counterparty does not cure such event of default within 10 days of written notice, (c) PacifiCorp may terminate this Agreement if the Facility fails to meet the requirements of Section 3.1 hereof and such failure is not cured within 30 days, and (d) either Party may terminate this Agreement immediately upon notice to the other if Counterparty or the Facility fail to comply with Section 1.28. This Agreement may also be terminated as otherwise set forth herein.

III. QRE Services.

3.1 QRE Services. PacifiCorp will, on the terms set forth herein, serve as a QRE for the Facility so long as (a) the Facility meets the definition of Renewable, (b) is within the metered boundaries of both PacifiCorp's Balancing Authority, (c) is equipped with either: (1) Transmission Provider or Interconnection Provider (as applicable) owned and operated meters; or (2) meters that meet the Interconnection Provider's requirements and (d) meet all applicable WREGIS requirements.

3.2 Compensation to PacifiCorp. In exchange for the services performed by PacifiCorp hereunder, Counterparty shall pay PacifiCorp as follows: Counterparty shall pay PacifiCorp a one-time initial setup fee of $280, which PacifiCorp may at its option deduct from payments due to Counterparty under the PPA and otherwise shall be payable within ten days of demand by invoice following execution of this Agreement. PacifiCorp shall charge Counterparty a monthly reporting fee of $50 per generating unit for which PacifiCorp reports output to WREGIS, provided that PacifiCorp may, in its discretion, assess and bill for all fees due hereunder on an annual, rather than monthly, basis. PacifiCorp may at its option deduct from payments due to Counterparty under the PPA all other fees due hereunder, which shall otherwise be due within ten days of PacifiCorp's issuance of an invoice for such fees. PacifiCorp will review costs associated with this service on an annual basis, and may make necessary adjustments to the monthly reporting fee charged herein. Any change in the monthly reporting fee will become effective only after a minimum thirty (30) days prior written notice to Counterparty. In the event WREGIS, WECC, or any other entity with the ability or jurisdiction to modify the QRE reporting process requires a change that materially increases the costs to PacifiCorp of providing QRE services, PacifiCorp may pass those costs to the Counterparty by

increasing the monthly reporting fee. PacifiCorp will use best efforts to provide Counterparty with prior notice before billing Counterparty for such increased costs. The fees set forth herein relate to PacifiCorp serving as a QRE for Counterparty pursuant to the terms of this Agreement. The necessary metering is a prerequisite for this service and is not covered in the fees described above.

3.3 Points of Metering. The Points of Metering that PacifiCorp will use are set forth in Exhibit A. Counterparty certifies that all Points of Metering listed in Exhibit A measure data only from Facility that meet the definition of Renewable. Counterparty shall notify PacifiCorp at least thirty (30) Business Days prior to making any proposed material changes to the Points of Metering. Following such notification, the Parties will decide whether such changes are mutually acceptable. If such changes are not acceptable to PacifiCorp, PacifiCorp may terminate this Agreement.

3.4 Expenses. Except as otherwise provided in the Interconnection Agreement (and in such case, only vis-à-vis Interconnection Provider), Counterparty shall bear all costs and expenses, including those incurred by PacifiCorp, relating to all metering or other equipment installed to accommodate Counterparty's Facility.

3.5 Reporting. Counterparty hereby grants to PacifiCorp sole and exclusive permission and authority to report Data and Output to WREGIS and warrants and represents that neither Counterparty nor any other person or entity acting on behalf of Counterparty has granted, or will hereafter grant during the term hereof any similar data reporting authority or permission to any other QRE or WREGIS Account Holder or to any other party or Agent for use in WREGIS, or any other energy tracking system, for the Facility. As a precondition for PacifiCorp to be able to perform hereunder, Counterparty shall submit Counterparty's Output data to PacifiCorp by allowing PacifiCorp to collect such data, at the Points of Metering, and report such data in the manner set forth herein.

3.5.1 Monthly Generation Extract File. PacifiCorp shall submit a Monthly Generation Extract File to WREGIS on Counterparty's behalf, which will conform to the characteristics and data requirements set forth in the WREGIS Interface Control Document.

3.5.2 Reporting Cycle. PacifiCorp shall submit the Monthly Generation Extract File to WREGIS no later than sixty days following the end date of the output being reported.

3.5.3 Verification. Should PacifiCorp choose at its option to operate and make available a Metering External Webpage, PacifiCorp may in its reasonably exercised discretion grant Counterparty access for Counterparty to verify such information as prescribed by PacifiCorp from time to time, and to timely notify PacifiCorp in writing of any errors Counterparty detects.

3.5.4 Adjustments. After PacifiCorp submits the Monthly Generation Extract File to WREGIS, any information contained in the Monthly Generation Extract File shall be final for purposes of WREGIS reporting, subject only to the adjustment procedures set forth in the WREGIS Operating Rules, which shall be Counterparty's responsibility to implement if necessary.

3.6 Obligations of Counterparty. Counterparty shall report and provide to PacifiCorp accurate and complete generation Data and Output information for the Facility. Counterparty shall send the Data and other Output Information in a format and in compliance with any protocols which PacifiCorp may specify to Counterparty. Counterparty has a continuing duty to immediately notify PacifiCorp, if and when any generation Data or Output information has been sent in error or ceases to be truthful, accurate, or complete and to supply the corrected data as soon as practical, but not later than five (5) Business Days from the date Counterparty discovers that discrepancy in the Data or Output information.

3.7 WREGIS Fees. Counterparty is solely responsible for the payment directly to WREGIS of any and all WREGIS fees and costs that are required to register Counterparty's Facility and, to the extent the Generator Owner is a WREGIS Account Holder, Counterparty is responsible for the payment directly to WREGIS of all other WREGIS fees incident to the reporting of Generator Data and Output to WREGIS. Counterparty acknowledges and agrees that PacifiCorp shall have no obligation to advance or make payment of WREGIS fees or costs on Counterparty's behalf. Upon request by PacifiCorp made if PacifiCorp has received such a request from WREGIS or any regulator or third party, Counterparty shall provide PacifiCorp with evidence of payment of WREGIS fees and costs; failure to provide such information to PacifiCorp, upon request, shall constitute an event of default under this Agreement.

3.8 WREGIS Accounts. Counterparty will be solely responsible to make arrangements and registrations and for entering into any such agreements that are necessary to establish transfer of Certificates directly to proper Accounts or Subaccounts of Counterparty. Counterparty agrees that such arrangements shall preclude the need for PacifiCorp to act as custodian of such Certificates or to be responsible in any way to hold such Certificates in any Account or Subaccount of PacifiCorp or bear any responsibility, possession, obligation, or risk of loss with respect to Certificates created, held, or owned, with respect to the Facility. Counterparty acknowledges that, pursuant to section 11 of the WREGIS TOU, any generation data that PacifiCorp, acting as a QRE, provides to WREGIS shall reside in WREGIS and Counterparty will have no control over such data's use other than that provided for under the WREGIS TOU.

3.9 Obligations of PacifiCorp. PacifiCorp shall specify for Counterparty the protocols, reporting frequency, data file formats, and communication protocols for reporting generating Data, or Output, as necessary. PacifiCorp shall timely report to WREGIS Counterparty Data and/or Output information as specified in the most current WREGIS Interface Control Document (ICD). PacifiCorp shall not use or disclose Counterparty generation Data for any other purpose than reporting the Data to WREGIS, except as may be required by law, the Public Utility Commission of Oregon, any other state, federal, municipal or other regulator or governmental authority with jurisdiction over PacifiCorp or any of its assets, or a court of competent jurisdiction or as required under the terms of an existing agreement between the Parties. PacifiCorp shall not use Generator Owner generation Data for any other purpose. Notwithstanding the foregoing, PacifiCorp shall not be responsible for handling, account administration, transfer, evidence of, or any determination of Counterparty Certificate ownership or any other obligations for Certificates of Counterparty with regard to Certificates; and

Counterparty shall bear all responsibility for such handling, account administration, evidence of, or any determination of Counterparty Certificate ownership and all other obligations pertaining to creation and ownership of such Certificates.

3.10 Measurement.

3.10.1 Meter Data. Counterparty authorizes PacifiCorp's metering services organization to provide Counterparty's meter data directly to WREGIS in the form of the Monthly Generation Extract File. Counterparty authorizes PacifiCorp to gather data from the Points of Metering listed in Exhibit A. All such data is considered data which Counterparty has created and submitted to PacifiCorp, notwithstanding that PacifiCorp, rather than Counterparty will gather it.

3.10.2 Wholesale Generation Also Serving On-Site Loads. If Counterparty has any Wholesale Generation Also Serving On-Site Loads (as defined in Article One above), such Facility will need to have the on-site load generation metered (and registered) separately from the generation that is supplied to the grid, in accordance with the WREGIS Operating Rules. Otherwise, PacifiCorp will not report any data from such Facility. If such Facility exist, they must be specified in Exhibit 6.1.

3.10.3 Estimates. When meter readings are not available due to meter hardware failure or data that is determined to be invalid due to meter malfunction or calibration or configuration error, to the extent deemed by PacifiCorp to be appropriate and permitted pursuant to WREGIS TOU, PacifiCorp will, if possible, rely on readings from redundant meters whether such meters are PacifiCorp owned or not. If readings from redundant meters are not possible, PacifiCorp will estimate and report meter data according to PacifiCorp's Settlement Estimation Procedures.

3.10.4 Responsibility. Counterparty is solely responsible for the data created and submitted to PacifiCorp, acting as a QRE, to forward to WREGIS.

3.11 Regulatory Requirements. PacifiCorp may release information provided by Counterparty hereunder, or gathered by PacifiCorp in connection herewith, to comply with any regulatory requirements applicable to PacifiCorp or if requested by a PacifiCorp regulator or if required by any other federal law or court order. Counterparty waives all applicable provisions of the Tariff which require PacifiCorp to hold confidential information with respect to the Generator Owner and the Facility, to the extent necessary for PacifiCorp to report, as a QRE, generation Data and Output regarding the Generation Unit(s) and to carry out PacifiCorp's obligations under this Agreement. This provision shall survive any termination of this Agreement.

3.12 Grant by Counterparty. Counterparty hereby grants to, permits, and authorizes PacifiCorp the following:

3.12.1 PacifiCorp is hereby authorized to communicate and transact with WREGIS as Counterparty's sole and exclusive reporting source of generation data for the

Facility, and WREGIS is hereby authorized to communicate and transact directly with PacifiCorp regarding any generation data issues for the Facility. PacifiCorp is hereby authorized to act on behalf of Counterparty, but only to the extent that PacifiCorp has lawful, contractual access to WREGIS.

3.12.2 PacifiCorp is hereby authorized to provide WREGIS with all generation data for the Facility that WREGIS requires, including, but not limited to, data required for preparation of required reports and billing.

3.12.3 PacifiCorp is authorized to undertake all actions which are reasonable and necessary to carry out the obligations set forth in the subsections above.

3.12.4 Counterparty retains all other rights and responsibilities and all other obligations to WREGIS.

IV. **INDEMNITY**.

4.1 **INDEMNITY**. **TO THE EXTENT PERMITTED BY REQUIREMENTS OF LAW, COUNTERPARTY HEREBY INDEMNIFIES AND AGREES TO HOLD PACIFICORP, ITS AFFILIATES, AND EACH OF ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE "PACIFICORP INDEMNITEES") HARMLESS AGAINST ANY AND ALL LOSSES, FINES, PENALTIES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), DEMANDS, DAMAGES, LIABILITIES, ACTIONS OR SUITS OF ANY NATURE WHATSOEVER (INCLUDING LEGAL COSTS AND ATTORNEY'S FEES, BOTH AT TRIAL AND ON APPEAL, WHETHER OR NOT SUIT IS BROUGHT) (COLLECTIVELY, "LIABILITIES") THAT ARE IN ANY WAY ASSOCIATED WITH PACIFICORP'S PERFORMANCE OR FAILURE TO PERFORM HEREUNDER. THIS INCLUDES LIABILITY ARISING FROM: THE DATA CONTAINED IN THE MONTHLY GENERATION EXTRACT FILE, OR ANY OTHER FINANCIAL INJURY, OR DAMAGE TO PERSONS OR PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

4.2 **WAIVER OF CAUSES OF ACTION AND CLAIMS FOR DAMAGES**. **WITHOUT LIMITING THE GENERALITY OF SECTION 4.1 ABOVE, COUNTERPARTY HEREBY WAIVES ANY AND ALL CAUSES OF ACTION ARISING UNDER OR IN RESPECT TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY (INCLUDING STRICT LIABILITY) AGAINST PACIFICORP OR ANY PACIFICORP INDEMNITEE. IN NO EVENT SHALL PACIFICORP OR ANY PACIFICORP INDEMNITEE BE LIABLE TO COUNTERPARTY ITS BOARD OF DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES FOR ANY DEMANDS, DIRECT COSTS, LOST OR PROSPECTIVE PROFITS OR ANY OTHER LIABILITIES OR EXPENSES, WHETHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT IN NATURE, THAT ARE IN ANY WAY ASSOCIATED WITH**

PACIFICORP'S PERFORMANCE OF THE QRE FUNCTION OR OTHERWISE UNDER OR IN RESPECT OF THIS AGREEMENT.

4.3 **INDEMNITY FOR COUNTERPARTY ACTIONS**. **WITHOUT LIMITING THE GENERALITY OF SECTION 4.1 ABOVE, COUNTERPARTY SHALL RELEASE, INDEMNIFY AND HOLD PACIFICORP AND ALL PACIFICORP INDEMNITEES HARMLESS AGAINST AND FROM ANY AND ALL LIABILITIES RESULTING FROM, OR ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE PERFORMANCE BY COUNTERPARTY OF ITS OBLIGATIONS HEREUNDER, OR RELATING TO THE FACILITY, FOR OR ON ACCOUNT OF (I) INJURY, BODILY OR OTHERWISE, TO, OR DEATH OF, OR (II) FOR DAMAGE TO, OR DESTRUCTION OR ECONOMIC LOSS OF PROPERTY OF, ANY PERSON OR ENTITY, EXCEPTING ONLY TO THE EXTENT SUCH LIABILITIES AS MAY BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY PACIFICORP INDEMNITEE.**

4.4 **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, COUNTERPARTY ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM (1) THE FAILURE TO SEND DATA IN A FORMAT SPECIFIED BY PACIFICORP, (2) THE FAILURE TO USE PROTOCOLS SPECIFIED BY PACIFICORP OR (3) THE SENDING OF ERRONEOUS, UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE GENERATING DATA TO PACIFICORP OR THE SENDING OF ERRONEOUS, UNTRUTHFUL, INACCURATE, AND/OR INCOMPLETE DATA BY PACIFICORP TO WREGIS. IN NO EVENT SHALL PACIFICORP BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHER INDIRECT LOSS OR DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT, WHETHER CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTIONS OF PACIFICORP (AND/OR ITS CONTRACTORS, AGENTS, AND EMPLOYEES), REGARDLESS OF WHETHER SUCH CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL PACIFICORP BE LIABLE FOR ANY LOSS OR HARM SUFFERED BY COUNTERPARTY OR ANY THIRD PARTY DUE TO ANY ACTION OR INACTION BY PACIFICORP TAKEN HEREUNDER THAT CAUSES A FACILITY TO LOSE ANY CREDENTIALS, REGISTRATION OR QUALIFICATION UNDER THE RENEWABLE PORTFOLIO STANDARD OR SIMILAR LAW OF ANY STATE OR OTHER JURISDICTION.**

4.5 **PACIFICORP WILL NOT BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ECONOMIC LOSS, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF PRODUCTION TAX CREDITS, LOSS OF SAVINGS OR REVENUE, LOSS OF GOODWILL, THE CLAIMS OF THIRD PARTIES (INCLUDING CUSTOMERS AND SHAREHOLDERS OR OTHER EQUITY OWNERS), PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE COUNTERPARTY OR ANY THIRD PARTIES, EVEN IF PACIFICORP HAS BEEN NOTIFIED BY COUNTERPARTY (OR BY ANY THIRD PARTY) OF SUCH DAMAGES.**

4.6 **PACIFICORP DISCLAIMS ANY LIABILITY FOR AND COUNTERPARTY WAIVES ANY CLAIM FOR LOSS OR DAMAGE RESULTING FROM ERRORS, OMISSIONS, OR OTHER INACCURACIES IN ANY PART OF WREGIS OR THE REPORTS, CERTIFICATES OR OTHER INFORMATION COMPILED OR PRODUCED BY AND FROM OR INPUT INTO WREGIS USING COUNTERPARTY-SUPPLIED GENERATION DATA, WHETHER OR NOT SUCH ERRORS, OMISSIONS OR INACCURACIES ARE DUE TO ERRONEOUS, UNTRUTHFUL, INCOMPLETE, OR INACCURATE INFORMATION INPUT BY PACIFICORP INTO WREGIS.**

4.7 **COUNTERPARTY HEREBY RELEASES PACIFICORP AND PACIFICORP INDEMNITEES FROM ANY AND ALL LIABILITY WITH RESPECT TO DAMAGES OR INJURIES INCURRED BY GENERATOR OWNER AS RELATES TO THE FOREGOING, EXCLUDING ANY ARISING AS A RESULT OF TORTIOUS AND INTENTIONALLY KNOWING OR RECKLESS CONDUCT BY PACIFICORP.**

4.8 **COUNTERPARTY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF BREACH OF THIS CONTRACT OR ANY OTHER ACTION RESULTING IN LOSS OR POTENTIAL LOSS OR DAMAGE TO COUNTERPARTY, COUNTERPARTY'S SOLE RECOURSE IS TERMINATION OF THIS AGREEMENT.**

4.9 **WITHOUT LIMITING THE GENERALITY OF SECTION 4.1 ABOVE, COUNTERPARTY AGREES TO DEFEND, INDEMNIFY, AND HOLD PACIFICORP AND PACIFICORP INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING THIRD-PARTY CLAIMS); CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY); COSTS AND EXPENSES AND OTHER LIABILITIES OF ANY NATURE WHATSOEVER, WHENEVER ARISING, ARISING OUT OF, RESULTING FROM, ATTRIBUTABLE TO, OR RELATED TO COUNTERPARTY GENERATION DATA OR OUTPUT, INCLUDING: ANY INACCURACY, ERROR, OR DELAY IN OR OMISSION OF (I) ANY DATA, INFORMATION, OR SERVICE, OR (II) THE TRANSMISSION OR DELIVERY OF ANY DATA, INFORMATION, OR SERVICE; ANY INTERRUPTION OF ANY SUCH DATA, OUTPUT, INFORMATION, OR SERVICE (WHETHER OR NOT CAUSED BY PACIFICORP); OR ANY FINANCIAL, BUSINESS, COMMERCIAL, OR OTHER JUDGMENT, DECISION, ACT, OR OMISSION MADE BY ANY PERSON OR ENTITY BASED UPON OR RELATED TO THE DATA, OUTPUT, INFORMATION OR SERVICE.**

4.10 Interconnection. Counterparty shall have no claims hereunder against PacifiCorp, acting in its merchant function capacity, with respect to any requirements imposed by or damages caused by (or allegedly caused by) acts or omissions of the Transmission Provider or Interconnection Provider, in connection with the Generation Interconnection Agreement or otherwise. Counterparty shall defend, indemnify and hold PacifiCorp harmless against any liability arising due to Counterparty's performance or failure to perform under the Generation Interconnection Agreement. Counterparty's failure to obtain, or perform under, the Generation

Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

4.11 This Article IV shall survive any termination of this Agreement, whether such termination is by PacifiCorp or Counterparty, and whether or not such termination is on account of a default.

V. Further Counterparty Obligations.

5.1 No Sale. Nothing herein constitutes a sale or purchase of energy or renewable energy certificates to or by PacifiCorp.

5.2 Tax Benefits. Counterparty shall bear all risks, financial and otherwise throughout the Term, associated with Counterparty's or the Facility's eligibility to receive any tax benefits, including production or investment tax credits or accelerated depreciation.

5.3 Further Assurances. At PacifiCorp's request, the Parties shall execute such documents and instruments as may be reasonably required to effect the essential intent and purposes hereof.

5.4 Station Service. Counterparty shall be responsible for arranging and obtaining, at its sole risk and expense, any station service required by the Facility.

5.5 Costs of Ownership and Operation. Without limiting the generality of any other provision hereof, Counterparty 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 renewable energy certificates.

5.6 Coordination with System. Counterparty shall be responsible for the coordination and synchronization of the Facility and the Interconnection Facilities with the System, and shall be solely responsible for (and shall defend and hold PacifiCorp harmless against) any damage that may occur as a direct result of Counterparty's breach of the Generation Interconnection Agreement.

5.7 Data Request. Counterparty shall, promptly upon written request from PacifiCorp, provide PacifiCorp with data reasonably required for information requests from any Governmental Authorities, state or federal agency intervener or any other party achieving intervenor status in any PacifiCorp rate proceeding or other proceeding before any governmental authority. Counterparty shall use best efforts to provide this information to PacifiCorp sufficiently in advance to enable PacifiCorp to review it and meet any submission deadlines.

5.8 Additional Information. Counterparty shall provide to PacifiCorp such other information respecting Counterparty or the Facility as PacifiCorp may, from time to time, reasonably request.

5.9 No Dedication. Nothing herein shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party hereto. No undertaking by one Party to the other under any provision hereof shall constitute the dedication of PacifiCorp's facilities or any portion thereof to Counterparty or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Counterparty as an independent individual or entity.

5.10 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Counterparty hereunder, Counterparty shall secure and continuously carry with an insurance company or companies the insurance coverage specified in the Generation Interconnection Agreement.

VI. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the corporate, governmental and other legal capacity and authority to enter hereinto and to perform its obligations hereunder; (iii) such execution and performance do not violate or conflict with any law, order or agreement applicable to it; (iv) it has all governmental and other authorizations that are required to have been obtained or submitted by it with respect hereto, and they are in full force and effect; (v) its obligations hereunder are valid, binding and enforceable in accordance with their terms (subject to bankruptcy or similar laws affecting creditors' rights generally); and (vi) no Event of Default, or event which with notice and/or lapse of time would constitute such an Event of Default, has occurred and is continuing or would occur as a result of its entering into or performing its obligations hereunder.

6.2 Representations and Warranties of Counterparty. Counterparty hereby represents and warrants to PacifiCorp: (i) it is not relying upon any representations of PacifiCorp other than those expressly set forth herein; (ii) it has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; (iii) it has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by PacifiCorp; (iv) it has not received from PacifiCorp any assurances or promises regarding any financial results or benefits hereunder; (v) service hereunder is not a utility service within the meaning of Section 466 of the United States Bankruptcy Code; and (vi) Counterparty holds legal title to the Facility or otherwise holds the legal right to cause the Facility to enter into this Agreement.

VII. Financial Responsibility.

7.1 Adequate Assurances. Without limiting PacifiCorp's rights under Article VIII hereof, if Counterparty has failed to make a timely payment hereunder, and PacifiCorp has reasonable grounds for insecurity regarding the performance of any obligation of Counterparty

hereunder (whether or not then due), PacifiCorp may demand Adequate Assurances of Performance. "Adequate Assurances of Performance" means sufficient security in the form, amount, by an issuer or guarantor, and for the term reasonably acceptable to PacifiCorp, including, but not limited to, cash, a standby irrevocable letter of credit, a prepayment, a security interest in government securities, an asset or a performance bond or guaranty. Such Adequate Assurances of Performance shall be provided within three business days after a written demand is made by PacifiCorp.

VIII. Events of Default; Remedies.

8.1 Event of Default. "Event of Default" means, with respect to a Party (the "Defaulting Party"):

8.1.1 the failure to render when due any payment or performance hereunder, if such failure is not remedied within five days after written notice;

8.1.2 the failure to timely provide adequate assurances required pursuant to Article VII hereof;

8.1.3 any such Party's representation or warranty proves to have been incorrect or misleading in any material respect when made;

8.1.4 the failure to perform any other covenant set forth herein if such failure is not remedied within five days after written notice;

8.1.5 its bankruptcy, if adequate assurances acceptable to PacifiCorp and approved by the Bankruptcy Court are not provided;

8.1.6 the expiration or termination of any credit support of Counterparty's obligations hereunder (other than in accordance with its terms) prior to the satisfaction of all obligations of Counterparty without the written consent of PacifiCorp; or

8.1.7 In the case of Counterparty:

8.1.7.1 Counterparty fails to report generation Data or Output information to PacifiCorp for the Facility or Counterparty fails to send the data in a format and use the protocols specified by PacifiCorp as determined by PacifiCorp to be required to meet the requirements of the WREGIS Operating Rules;

8.1.7.2 Counterparty is delinquent in payment to WREGIS of any WREGIS fees for registration or maintenance of Accounts or Subaccounts, which payment impairs the ability of PacifiCorp to report Generator Data, Output, or other information to WREGIS regarding the Facility, which delinquency continues for a period of thirty (30) days;

8.1.7.3 Counterparty fails to comply with a request by PacifiCorp to provide evidence of payment of WREGIS fees pertaining to the Facility; or

8.1.7.4 Counterparty knowingly or intentionally falsifies or misrepresents any Data, Output information, or other information required by WREGIS.

8.2 Remedies Upon Event of Default. In the Event of Default by a Party and for so long as the Event of Default is continuing, the non-defaulting Party (the "Performing Party") shall have the right to do any or all of the following: (1) upon two business days' written notice to the Defaulting Party, terminate this Agreement; (2) withhold any payments or performance due in respect of this Agreement; and (3) exercise such other remedies as may be available at law or in equity or as otherwise provided for herein, to the extent such remedies have not been otherwise waived or limited pursuant to the terms hereof.

8.3 Setoff. If an Event of Default occurs, the Performing Party may, at its election, set off any or all amounts which the Defaulting Party owes to it or any Affiliate of the Performing Party (whether under this Agreement or otherwise and whether or not then due) against any or all amounts which it or any Affiliate of the Performing Party owes to the Defaulting Party (whether under this Agreement or otherwise and whether or not then due).

8.4 Payment of Damages. Any amounts due on account of default shall be paid by the close of business on the next business day following the Defaulting Party's receipt of the Performing Party's written termination notice setting forth the termination payment due.

8.5 Limitation of Liability. **THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY THEREFOR. LIABILITY THAT HAS NOT BEEN OTHERWISE EXCLUDED PURSUANT TO THE TERMS HEREOF SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.**

8.6 Survival. This Article survives the expiration or termination hereof.

IX. Force Majeure.

9.1 Except with regard to a Party's obligation to make payments hereunder, in the event either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect hereto, then upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing or by facsimile to the other Party, then the obligations of the Claiming Party shall, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming

Party shall not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure shall have until the end of the Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations hereunder, which event or circumstance was not anticipated, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Counterparty's failure to obtain, or perform under, the Generation Interconnection Agreement, or its other contracts and obligations to, Transmission Provider or Interconnection Provider is not a Force Majeure.

9.2 Force Majeure Does Not Affect Other Obligations. No obligations of either Party that arose before the Force Majeure causing the suspension of performance or that arise after the cessation of the Force Majeure shall be excused by the Force Majeure.

9.3 Strikes. Notwithstanding any other provision hereof, 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, are contrary to the Party's best interests.

X. Miscellaneous.

10.1 Choice of Law. This Agreement shall be interpreted and enforced in accordance with the laws of the state of Oregon, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

10.2 Restriction on Assignments. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment in violation hereof shall be void ab initio. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

10.3 Notices. All notices, requests, statements or payments shall be made to the addresses set out on the Notices Exhibit. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been given when received or hand delivered. Notice by overnight mail or courier shall be deemed to have been given on the date and time evidenced by the delivery receipt. The Parties may change any of the persons to whom notices are addressed, or their addresses, by providing written notice in accordance with this Section.

10.4 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This Agreement may be executed in counterparts, including by telefacsimile transmission, each of which is an original and all of which taken together constitute one and the same original instrument. This Agreement completely and fully

supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.

10.5 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.

10.6 Jurisdiction. Any judicial action arising out of, resulting from or in any way relating to this Agreement shall be brought only in a state or federal court of Multnomah County, Oregon. In the event such judicial proceedings are instituted by either Party, the prevailing Party shall be entitled to award of its costs and attorneys' fees incurred in connection with such proceedings.

10.7 **Jury Trial Waiver. THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY. 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.**

10.8 No Third Party Beneficiaries. With the exception of Transmission Provider and Interconnection Provider, who are express third party beneficiaries hereof, this Agreement confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

10.9 Relationship of the Parties. Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement.

10.10 Survival. This Article survives the expiration or termination hereof.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date last below written.

PacifiCorp	*<COUNTERPARTY>*
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

QUALIFIED REPORTING ENTITY SERVICES AGREEMENT
Exhibit A
Facility and Generation Data

For Facility enter the following information:

Facility Name and Address or Location

Meter Number (Device ID)

Facility's WREGIS Generator ID

EIA or QF ID#

One-line diagram that includes description of meter locations at the facility – voltage and location

EXHIBIT 5.1

CONTRACT PRICE

[CONFIDENTIAL]

[redacted]

EXHIBIT 6.1

Description of Seller's Facility and Premises

Seller's Facility consist will of bifacial modules, 14 medium-voltage inverters, and a horizontal single-axis tracking racking system. More specifically, the Facility includes:

Solar Panels:

Manufacturer: Jinko Solar
Model: JKM450M-7RL3-TV (or similar version) Power rating (Watts DC @ STC): 450-500 W

Inverters:

Manufacturer: Sungrow
Model: SG3150U (or similar version)
Number of Inverters: 14

Mounting:

Tracking: Horizontal Single-Axis
Module orientation: South
Tilt Angle (Degrees): 0
Azimuth (Degrees): 180 (south)

Transformation:

Number of Main Step-up transformers: 1
Size of Step-up Transformers (kVA): 43,000
Low Side voltage of Step-up transformer (volts): 34,500 V
High Side voltage of Step up transformer (volts): 69,000 V

Total land required:~350 acres

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF= +/-0.95
Leading: 0.95
Lagging: 0.95

Seller's Estimates of Facility Annual Output Under Ideal (Maximum) or Worst (Minimum) Conditions and Other Information:

Maximum kW Output: 40,000
Maximum kVa Output: 42,100 (at 0.95 PF)
Maximum Generator Interconnection Agreement Delivery Rate: 40,000 kW
Minimum kW Output:0
Estimated kW AC Output: 40,000 kW
Nameplate Capacity Rating: 40,000 kW
Maximum Generator Interconnection Agreement Delivery Rate (instantaneous and hour-averaged): 40,000 kW
Station service requirements: 50 kVA

PV Panel output degradation factor: 0.5% per year

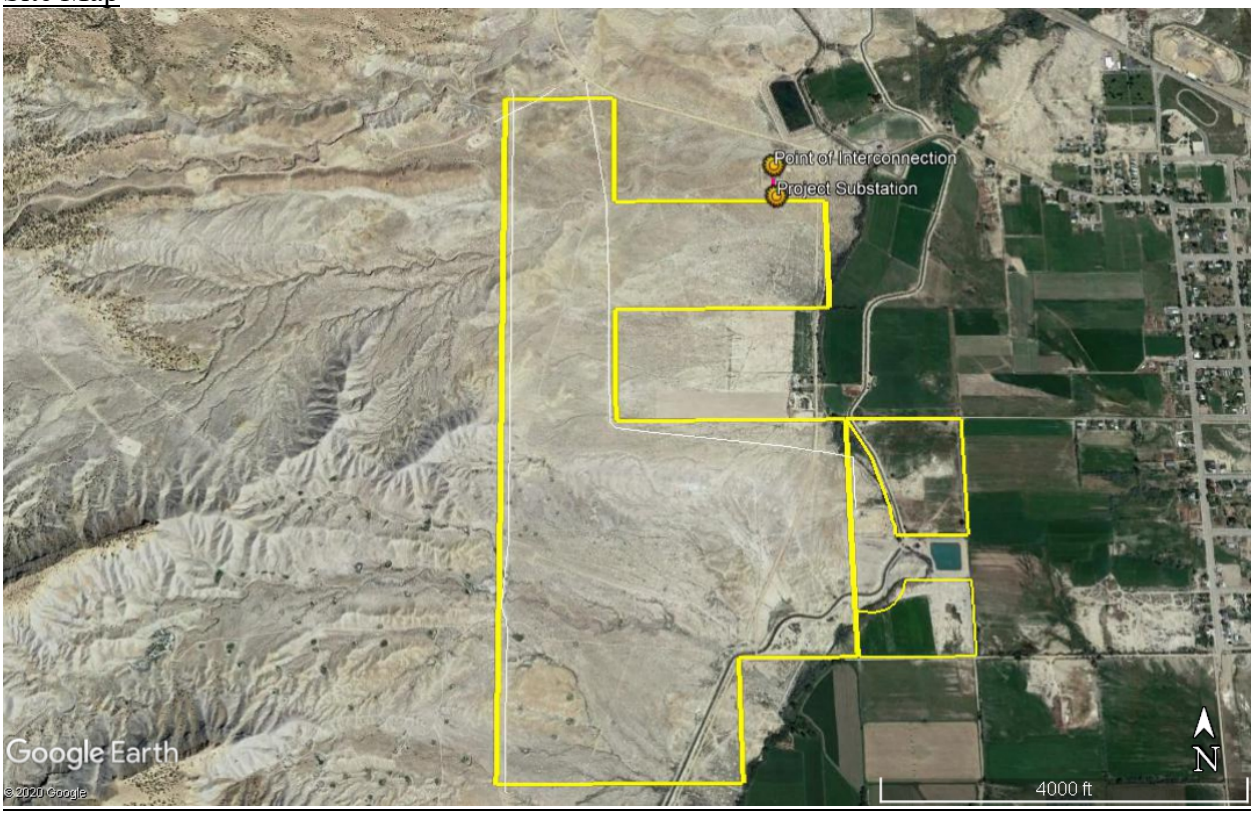
Premises:

Description: Approximately 350 acres within an approximately 500 acre area

Location: McFadden Road at W. 400 N, Emery County, UT

Attachments to Exhibit 6.1:

1. Site Map



2 Substation Metering One-Line Diagram:

See attachment to Exhibit 9.2

Seller Confirmation:

Seller hereby confirms that the information in this Exhibit 6.1 is true and correct as of [_____]

Seller Confirmation Signature: _____

EXHIBIT 6.10.7

Form of Operational Report

Summary of operational activities during the reporting period, including a designation of the operating status of the units by hour; description of each outage; and any actions taken to resolve or prevent recurrence of the event. If an outage is categorized as Seller Uncontrollable Minutes, the description should list the applicable term(s) of the Agreement and sufficient information to demonstrate the qualification of the outage as Seller Uncontrollable Minutes.

Categories

1. Seller Uncontrollable Minutes
    a) Force Majeure Event
    b) Non-Compensable Curtailment due to Market Operator or Transmission Provider direction
    c) System operating outside of voltage/frequency limits allowed
    d) Planned Outages
    e) Compensable Curtailment
    f) Default by PacifiCorp
2. Planned Outage
3. Maintenance Outage
4. Forced Outage
5. Other Non-Compensable Curtailment
6. Other – please specify

In the event of any communications or data outage, or other issue affecting the recordation of Seller Uncontrollable Minutes, Seller shall be permitted to use available data from a comparable source following reasonable consultation with PacifiCorp.

Sample Partial Operational Report:
Note: Extend for all hours related in relevant reporting period. Please provide table as a separate Excel sheet.

Mo.	Day	HE	# of Inverters Available	# of Inverters not Available	MW Available Including Curtail-ment	Cate-gory	Description, if applicable	Actual Net Output (MWh)	Solar Insolation (W/m2)	Lost Output (MWh)
5	1	1								
5	1	2								
5	1	3								
5	1	4								
5	1	5								
5	1	6								
5	1	7								
5	1	8								
5	1	9								
5	1	10								
5	1	11								
5	1	12								
5	1	13								

- Please describe:
    - Any significant maintenance events:
    - Any unusual conditions found during routine inspections:
    - Any outages or other performance issues or curtailments in the prior month;
    - Any other significant events related to the operation of the facility:

- Please provide an updated forecast of facility energy for the immediately succeeding twelve (12) month period, or shorter period ending through the end of the settlement term if applicable; and a description of any issues that could materially impact this forecast prospectively.

- If the P50 hourly annual estimate (8760) for the facility is revised, please provide a copy of the updated file.

EXHIBIT 7

Form of Marketing Communications Agreement

This MARKETING COMMUNICATIONS AGREEMENT (this "**Agreement**") is made and entered into as of the date of the last to be made signature below (the "Effective Date"), by and among IHC Health Services, Inc. ("**Customer**"), PacifiCorp ("**Company**") and Castle Solar, LLC ("**Developer**"). Customer, Company and Developer are together sometimes hereinafter referred to as the "Parties" and individually as a "Party."

WHEREAS, Company and Developer executed a PPA as contemplated under the Schedule 32 Contract, whereby Company will purchase from Developer and deliver to Customer under the Schedule 32 Contract certain Renewable Energy and RECs generated by the Facility (as those and the following terms are defined in Section 1 hereof); and

WHEREAS, the Parties intend to hereinafter engage in public communications concerning Renewable Energy and RECs from the Facility; and

WHEREAS, the Parties wish to comport with best practices for communications concerning Renewable Energy and RECs from the Facility, and to comply with the REC Communication Rules;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

"Center for Resource Solutions Standards" means the rules, standards and practices of the Center for Resource Solutions for communications concerning RECs, in connection with its Green-e Standard for Canada and the United States, Version 3.2, as the same may change from time to time, as applied to Schedule 32 and the Schedule 32 Contract and the performance of the respective parties thereto thereunder.

"Customer's Percentage" means the percentage of energy and associated RECs generated by the Facility to be purchased by Company under the PPA for delivery to Customer under the Schedule 32 Contract.

"Facility" means the proposed solar powered generation facility located in Emery County, Utah with an expected nameplate capacity of 40 MW (AC).

"Federal REC Communication Rules" means those portions of the Federal Trade Commission rules, regulations and guidances relating to communications concerning RECs,

including 16 Code of Federal Regulations § 260.15, 77 Federal Register 62131-32, and the Federal Trade Commission Feb. 5, 2015, staff letter,[1] as the same may change from time to time.

"Post," "Posted" or "Posting" means actions by Seller sufficient to make specified information available to Company and Customer through a secure website and through procedures that provide instantaneous and simultaneous notice to Company and Customer of the Posting and that permit Company and Customer and their consultants and agents to access, download and review the specified documents or information Posted.

"PPA" means the Renewable Resource Contract executed by Company and Developer pursuant to which Company will purchase the Customer's Percentage of energy and RECs generated by the Facility for Customer.

"REC" has the same meaning as "Green Tags" as defined in the PPA.

"REC Claims" means any claims or public communications covered by REC Communication Standards.

"REC Communication Standards" means the Federal REC Communications Rules and the Center for Resource Solutions Standards.

"Renewable Energy" means energy in kWh produced by a renewable resource and purchased by Company for use by Customer under Schedule 32 and the Schedule 32 Contracts.

"Schedule 32" means Company's Utah Electric Service Schedule 32 as approved by the Utah Public Service Commission and as in effect at any relevant time.

"Schedule 32 Contract" means the Renewable Energy Contract (Schedule 32) between Company and Customer, including Appendix No. 2 thereto relating to the Facility.

2. Term. This Agreement will commence on the Effective Date and remain in full force and effect for so long as the PPA and Schedule 32 Contract remain in effect. This Agreement will terminate upon the earlier of termination of the PPA or termination of the Schedule 32 Contract.

3. Marketing Rights; News Releases and Publicity.

(a) The Parties hereby agree that Customer will have a unilateral right to determine the timing of press releases which will constitute the initial public disclosure with respect to the execution of the PPA and this Agreement. The Parties must mutually agree upon the content of any initial press release or other initial public disclosure with respect to the existence or execution of the PPA or this Agreement or the terms, conditions or other content herein. No Party will unreasonably withhold, delay or condition its consent and agreement to the content of such press releases or public disclosures.

[1] available at https://www.ftc.gov/system/files/documents/public_statements/624571/150205gmpletter.pdf

(b) Without limiting the effect of Section 3(a), Company and Developer each hereby grant to Customer the right to advertise, market, and promote to the general public the existence, implications and benefits of the Schedule 32 Contract, the PPA, this Agreement, and the RECs associated with the PPA and this Agreement, including the exclusive right to associate Customer with any claimed or actual environmental or sociological benefits arising from the PPA, this Agreement, the Schedule 32 Contract, and the creation, sale or retirement of RECs associated with the PPA and this Agreement.

(c) This Marketing Communications Agreement implements provisions concerning public communications of the Schedule 32 Contract in relation to the PPA. As between Company and Customer, in the event of any contradiction between this Agreement and the Schedule 32 Contract, this Agreement controls. As between Company and Developer, in the event of any contradiction between this Agreement and the PPA, this Agreement controls.

(d) Except as otherwise provided above in this Section 3, no Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information to the public, or respond to any inquiry from the media, concerning the PPA, this Agreement, or the participation of the other Parties in the transactions contemplated hereby, without the prior written approval of the other Parties, which approval shall not be unreasonably withheld, delayed or conditioned. The Party from whom approval is sought will have ten (10) Business Days to provide a definitive response. However, if that Party does not timely provide a response, it will make reasonable, good faith efforts to escalate the request in order to provide a response. This provision shall not prevent the Parties from releasing information (i) which is required to be disclosed in order to obtain permits, licenses, releases and other approvals; or (ii) as necessary to fulfill such Party's obligations under the PPA or this Agreement or as otherwise required by applicable laws, including Federal and state securities laws, as reasonably determined by such Party's counsel.

(e) Except with the written consent of the Customer, or to the extent allowed in this Marketing Communications Agreement, neither Company nor Developer may use the name, logo, or trademarks of any Customer or any of its Affiliates, or issue any public announcements or press releases, or confirm or comment on any information, public or otherwise, concerning any Customer or its Affiliates regarding this Agreement, provided that nothing herein shall affect each Customer's obligation to reasonably cooperate with other Parties on public disclosures under Section 3(a) and 3(d).

(f) Each Party commits to comply, and to cause all of its Affiliates to comply, with all of the provisions of this Agreement.

(g) Except as expressly set forth herein, nothing in this Agreement grants to any Party the right to use any names or logos or other intellectual property of any other Party.

(h) This Section will survive any termination of this Agreement for a period of three years from the date of such termination.

3. REC Claims.

(a) During and after the term of this Agreement, each Party will comply with the REC Communication Standards with respect to RECs generated by the Facility and purchased by Company under the PPA.

(b) This Section will survive any termination of this Agreement for a period of three years from the date of such termination.

(c) In the event any governmental authority or credible third party asserts during the Term that Company or Developer has claimed any benefits of any RECs dedicated to Customers under this Agreement, Company or Developer, as applicable, will make all reasonable efforts to resolve the matter in good faith with Customer so that Customer will retain all of its expected benefits from the RECs to be transferred to Customer or Retired on Customer's behalf under this Agreement.

5. Exception. Notwithstanding anything to the contrary in this Agreement, a Party may make such filings, reports, and public statements that it believes are required to comply with applicable laws, rules or regulations.

6. Facility Images. Upon request from Customer, Developer shall promptly provide to Customer copies of digital images of the Facility showing the Facility during construction and as constructed. The promotional rights granted to Customer herein include the right to use and distribute Facility images.

7. Coordination.

(a) Developer will develop and utilize a secure web-based system ("Web Client") to which it will Post documents and information as specified in the PPA. Developer will ensure that Company and Customer will receive instantaneous notice and will have unfettered access to all documents and information required by the PPA to be Posted.

(b) Developer and Customer will cooperate in good faith to enter into a non-disclosure agreement addressing the confidential nature of the information provided by Developer to the Web Client.

(c) Upon request, Developer shall provide Customer with real-time electronic access, such as via API, to hourly output data collected at the Facility and corresponding unit availability data.

8. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement.

9. Governing Law; Venue. The validity, interpretation and effect of this Agreement are governed by and will be construed in accordance with the laws of the State of Utah.

10. Waiver of Right to Jury Trial. 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.

11. Further Assurances. The Parties agree to cooperate in good faith, take additional actions, and execute documents as may be reasonably required to implement this Agreement.

12. Limitations on Damages. NO PARTY WILL BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE.

13. Miscellaneous. This Agreement may only be amended by a writing signed by all Parties. This Agreement is not assignable by a Party without the prior written consent of the non-assigning Parties, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon the Parties' successors and permitted assigns. Nothing contained in this Agreement creates a joint venture or partnership between the Parties. There are no intended third-party beneficiaries hereof, and the Parties do not intend to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary hereof or of any duty, obligation, or undertaking established herein.

14. Counterpart; Signatures. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Delivery of a PDF copy of an original signature shall have the same force and effect as execution of an original.

15. Notices.

(a) Addresses and Delivery Methods. All notices, requests, statements or payments shall be sent or made to the mail and email addresses set out below. Notices required to be in writing shall be delivered by letter, facsimile or other tangible documentary form, and electronically to the email addresses specified below. Notice by overnight mail or courier shall be deemed to have been given on the date and time evidenced by the delivery receipt. Notice by hand delivery shall be deemed to have been given when received or hand delivered. Notice by facsimile is effective as of transmission to each and all of the telefacsimile numbers provided below for a Party, but must be followed up by notice by registered mail or overnight carrier to be effective. Notice by certified or registered mail, return receipt requested, shall be deemed to have been given upon receipt.

REDACTED

[redacted]

[redacted]

[redacted]

(b) Changes of Address. The persons to whom notices are addressed, or their addresses, by the applicable recipient may be changed by providing written notice in accordance with this section.

[Execution Page Follows]

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

Developer:
Castle Solar, LLC
By: _____
Name: Hy Martin
Title: Authorized Signatory
Date: 3/31/2021

Company:
PacifiCorp
By: _____
Name: _____
Title: _____
Date: _____

Customer:
IHC Health Services, Inc.
By: _____
Name: _____
Title: _____
Date: _____

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

Developer:		Company:	
Castle Solar, LLC		PacifiCorp	
By:	_____	By:	_____
Name:	_____	Name:	Craig Eller
Title:	_____	Title:	VP Business Policy and Development
Date:	_____	Date:	4/7/2021

Customer:
IHC Health Services, Inc.
By: _____
Name: _____
Title: _____
Date: _____

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

Developer:	Company:
Castle Solar, LLC	PacifiCorp
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

IHC HEALTH SERVICES, INC.

Authorized
Signature: Robert Allen
Name (print): Robert Allen
Title: Chief Operating Officer
Date: Apr 16, 2021

EXHIBIT 9.2

POINT OF DELIVERY/INTERCONNECTION FACILITIES

The Point of Interconnection for the 40 MW (AC) Facility will be at: PacifiCorp's McFadden Substation in Emery County, Utah.

The Facility will interconnect at 69 kV.

The facility will be metered with revenue grade meters at the Facility substation and at the Point of Interconnection substation.

The Point of Delivery will be at: PacifiCorp's McFadden Substation.

EXHIBIT 9.2 – Attachment

Substation Metering One-Line Diagram (Attached)

EXHIBIT 9.5

SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO PACIFICORP

Refer to the authorization of Hy Martin (on behalf of Seller), dated August 27, 2020, posted on PacifiCorp's OASIS site, as such authorization may be amended following the Effective Date.

EXHIBIT 13

REQUIRED INSURANCE

1.1 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, Seller shall secure and continuously carry with an insurance company or companies rated not lower than "A-/VII" by the A.M. Best Company the insurance coverage specified below:

1.1.1 Workers' Compensation. Seller shall comply with any applicable laws or statutes, state or federal jurisdiction, where Seller performs work.

1.1.2 Employers' Liability. Seller shall maintain employers' liability insurance with minimum limits covering bodily injury for: $1,000,000 – each accident, $1,000,000 by disease – each employee, and $1,000,000 by disease – policy limit.

1.1.3 Commercial General Liability. Seller shall maintain insurance to include premises and operations, contractual liability, with a minimum single limit of $1,000,000 each occurrence to protect against and from loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

1.1.4 Business Automobile Liability. Seller shall secure and continuously carry business automobile liability insurance with a minimum single limit of $1,000,000 each accident covering bodily injury and property damage with respect to Seller's vehicles whether owned, hired or non-owned.

1.1.5 Umbrella/excess Liability. Seller shall maintain an occurrence based umbrella or excess liability insurance with a minimum limit of $5,000,000.

1.1.6 Property Insurance. Seller shall maintain property insurance covering equipment and structures in an amount at least equal to the full replacement value for "all risks" of physical loss or damage, including coverage for earth movement, flood, boiler and machinery, and business interruption. The policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. Property insurance will be maintained in accordance with terms available in the insurance market for similar facilities.

1.2 Additional Provisions or Endorsements:

1.2.1 Except for workers' compensation and property insurance, the policies required herein shall include provisions or endorsements as follows:

(a) naming PacifiCorp, parent, divisions, officers, directors and employees as additional insureds;

(b) include provisions that such insurance is primary insurance with respect to the interests of PacifiCorp and that any other insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and

(c) cross liability coverage or severability of interest.

1.2.2 Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against PacifiCorp.

1.3 Certificates. Prior to connection of the Facility to PacifiCorp's electric system, or another utility's electric system if delivery to PacifiCorp is to be accomplished by wheeling, Seller shall secure and continuously carry insurance in compliance with the requirements of this Section. Seller shall provide PacifiCorp insurance certificate(s) confirming Seller's compliance with the insurance requirements hereunder. Insurance certificate confirming compliance shall be provided to PacifiCorp by Seller at least annually and each time a new insurance policy is issued or becomes effective.

1.4 Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate, and Seller shall be maintained by Seller for a minimum period of five (5) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of the activities under this Agreement.

1.5 Periodic Review. PacifiCorp may review this schedule of insurance as often as once every two (2) years. PacifiCorp may in its discretion require Seller to make reasonable changes to the policies and coverages described in this Exhibit 13 to the extent reasonably necessary to cause such policies and coverages to conform to the insurance policies and coverages typically obtained or required for power generation facilities comparable to the Facility at the time PacifiCorp's review takes place.

EXHIBIT 20.3

FORM OF

ESTOPPEL CERTIFICATE

In connection with the construction financing of an approximately 40 MW (AC) solar-powered electric generating facility located in [ ], Utah known as [ ]; [ ], a [ ] (the "Seller") intends to (a) obtain one or more loans from financial institutions from time to time through [ ] (together with its successors and permitted assigns) as collateral agent to [ ] (together with its successors and permitted assigns) and (b) receive an investment from time to time through [_____] (together with its successors and permitted assigns) (the entities described in clauses (a) and (b), collectively and together with their respective successors and permitted assigns, the "Investors"), and in support of the Seller and its obligations under the PPA (as defined below), PacifiCorp, an Oregon Corporation ("PacifiCorp"), hereby agrees to and confirms the following to Seller and Investors as of the date of execution of this certificate (the "Estoppel Certificate"):

1. The document attached as Exhibit A is a true, correct and complete copy of the Power Purchase Agreement between PacifiCorp and the Seller, dated [ ] (the "PPA"). The PPA contains the entire agreement between PacifiCorp and the Seller with respect to the subject matter thereof, and has not been modified, amended, supplemented or superseded except as specifically set forth in Exhibit A.
2. The PPA is valid and in full force and effect.
3. All payments and deposits required to be paid or posted under the PPA (if any) by the Seller as of the date of this Estoppel Certificate have been so paid or posted.
4. To PacifiCorp's Knowledge, there is no default, event of default or state of facts which, with the lapse of time (other than with respect to Developer's obligation to satisfy the Milestones and reach COD as specified in the PPA) including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or the giving of notice, or both, would constitute a default or an event of default under the PPA. For purposes of this Estoppel Certificate, "PacifiCorp's Knowledge" means the current, actual knowledge, of PacifiCorp's employees who serve in a supervisory capacity and whose job duties specifically include management of the PPA.
5. To PacifiCorp's Knowledge, all obligations and conditions of the Seller to be performed under the PPA (if any) as of the date of this Estoppel Certificate have been performed by the Seller and there are no facts entitling PacifiCorp to any claim, counterclaim, offset or defense against the Seller in respect of the PPA.
6. To PacifiCorp's Knowledge, (i) there are no disputes or proceedings between PacifiCorp on the one hand and the Seller on the other, (ii) there are no events, acts, circumstances or conditions constituting an event of Force Majeure (as defined in the PPA), and (iii) each of PacifiCorp and the Seller does not owe any indemnity payments under the PPA.

7. PacifiCorp has not received notice of any assignment of the right, title and interest of the Seller in, to and under the PPA, nor has PacifiCorp assigned any of its right, title and interest or liabilities and obligations in, to and under the PPA.
8. PacifiCorp hereby represents and warrants that it has full right and authority to execute and deliver this Estoppel Certificate and that the person signing on behalf of PacifiCorp is authorized to do so.

Capitalized terms used but not defined in this Estoppel Certificate shall have the meaning set forth in the PPA. This Estoppel Certificate is effective as of the date associated with the signature below.

PacifiCorp,
an Oregon corporation

By: _____
Name: _____
Title: _____
Date:_____

EXHIBIT 22.1

ADDRESSES

To Seller:	Castle Solar, LLC 1166 Avenue of the Americas New York, NY 10036 c/o D. E. Shaw Renewable Investments, L.L.C. Attn: General Counsel Email: DESRI-Notices@deshaw.com
with copy to:	Castle Solar, LLC 1166 Avenue of the Americas New York, NY 10036 c/o D. E. Shaw Renewable Investments, L.L.C. Attn: Hy Martin, Chief Development Officer Email: hy.martin@deshaw.com liz.peyton@deshaw.com
To PacifiCorp:	PacifiCorp 1407 W. North Temple Salt Lake City, Utah 84116 Attn: Vice President, Business Development Telefacsimile (801) 220-4725
with a copy to:	PacifiCorp 825 NE Multnomah, Suite 600 Portland, Oregon 97232- 2315 Attn: Contract Administration Telefacsimile (503) 813-6291 Email: cntadmin@pacificorp.com
with copies to:	PacifiCorp Legal Department 825 NE Multnomah, Suite 1800 Portland, Oregon 97232- 2315 Attn: Assistant General Counsel Telefacsimile (503) 813-6761
and termination notices to PacifiCorp:	PacifiCorp 1407 West North Temple Suite 320 Salt Lake City, Utah 84116 Attn: President
and to:	PacifiCorp 1407 West North Temple Suite 320 Salt Lake City, Utah 84116 Attn: General Counsel

REDACTED
Rocky Mountain Power
Exhibit RMP___(CME-3)
Docket No. 21-035-26
Witness: Craig M. Eller

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH

ROCKY MOUNTAIN POWER

REDACTED
Exhibit Accompanying Direct Testimony of Craig M. Eller

IHC-Castle Renewable Energy Supply Agreement

April 2021

THIS EXHIBIT IS CONFIDENTIAL IN ITS ENTIRETY AND IS PROVIDED UNDER SEPARATE COVER

CERTIFICATE OF SERVICE

Docket No. 21-035-26

I hereby certify that on April 22, 2021, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck	mbeck@utah.gov
ocs@utah.gov	

Division of Public Utilities

dpudatarequest@utah.gov

Assistant Attorney General

Patricia Schmid	pschmid@agutah.gov
Justin Jetter	jjetter@agutah.gov
Robert Moore	rmoore@agutah.gov
Victor Copeland	vcopeland@agutah.gov

Rocky Mountain Power

Data Request Response Center	datarequest@pacificorp.com
Jana Saba	jana.saba@pacificorp.com utahdockets@pacificorp.com
Emily Wegener	emily.wegener@pacificorp.com

Katie Savarin
Coordinator, Regulatory Operations