

EXHIBIT D

LETTER OF CREDIT REQUIREMENTS

The following are the terms and conditions required by PacifiCorp when establishing a letter of credit.

- Company must approve the issuing bank.
- Applicant (Contractor/Consultant) name appearing in the letter of credit must be EXACTLY the same as how it appears in the Contract.
- If issuing bank is located outside the United States (“US”) then it must be confirmed by a US banking institution approved by Company.
- It is to be an irrevocable standby letter of credit in favor of Company.
- Drafts are payable at sight.
- The expiry date must be no earlier than 12 months from issuance.
- Partial and multiple drawings are permitted.
- The letter of credit is available by Company’s draft(s) at sight when accompanied by a copy of an invoice and one of the two following statements, signed by a representative of PacifiCorp, reading as follows:
 1. The undersigned, an authorized representative of PacifiCorp (“Beneficiary”) hereby certifies that the Applicant/Account Party has failed to comply with and/or violated the terms and conditions of that certain Contract signed by and between the Applicant/Account Party and Beneficiary, dated as of [_____], and the amount of the accompanying draft drawn under Letter of Credit No. [_____] represents the amount the Beneficiary is entitled to draw on the Letter of Credit as a result of the occurrence of such failure to comply and/or violation; or
 2. Applicant/Account Party has not renewed or provided to Beneficiary an acceptable replacement letter of credit within 30 days of expiration of the original Letter of Credit No. [_____].
- In all events the issuing bank will fund the draw of the Company within 24 hours of presentment.
- The letter of credit will provide for Company to deliver the required documents to fund the draw by either mail or courier with the address of the issuing bank stated as the point of delivery.