

POWER PURCHASE AGREEMENT

BETWEEN

NORWEST ENERGY 4, LLC

**[a new Firm Qualifying Facility with 10,000 kW Facility Capacity Rating, or Less and
not an Intermittent Resource]**

AND

PACIFICORP

Section 1: Definitions	2
Section 2: Term; Commercial Operation Date	6
Section 3: Representations and Warranties	6
Section 4: Delivery of Power	9
Section 5: Purchase Prices.....	10
Section 6: Operation and Control	11
Section 7: Fuel/Motive Force	12
Section 8: Metering	12
Section 9: Billings, Computations, and Payments	13
Section 10: Security.....	13
Section 11: Defaults and Remedies	16
Section 12: Indemnification and Liability	19
Section 13: Insurance (<i>Facilities over 200kW only</i>)	20
Section 14: Force Majeure.....	21
Section 15: Several Obligations	21
Section 16: Choice of Law	22
Section 17: Partial Invalidity	22
Section 18: Waiver	22
Section 19: Governmental Jurisdictions and Authorizations.....	22
Section 20: Repeal of PURPA.....	22
Section 21: Successors and Assigns	22
Section 22: Entire Agreement	23
Section 23: Notices.....	23

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT, entered into this 29th day of May, 2015, is between NorWest Energy 4, LLC, "Seller" and PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation acting in its regulated utility capacity, "PacifiCorp." (Seller and PacifiCorp are referred to individually as a "Party" or collectively as the "Parties").

RECITALS

A. Seller intends to construct, own, operate and maintain the **Bonanza** photo voltaic solar facility for the generation of electric power, including interconnection facilities, located in Bonanza, Klamath County, Oregon with a Facility Capacity Rating of 6,000 -kilowatts (kW) as further described in **Exhibit A** and **Exhibit B** ("**Facility**"); and

B. Seller intends to commence delivery of Net Output under this Agreement, for the purpose of Start-up Testing, on November 18, 2016 ("**Scheduled Initial Delivery Date**"); and

C. Seller intends to operate the Facility as a Qualifying Facility, commencing commercial operations on December 31, 2016 ("**Scheduled Commercial Operation Date**"); and

D. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is 13,622,800 kilowatt-hours (kWh), which amount of energy PacifiCorp will include in its resource planning; and

E. Seller shall (choose one) sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of this Agreement; and

F. This Agreement is a "New QF Contract" under the PacifiCorp Inter-Jurisdictional Cost Allocation Revised Protocol.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

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

1.2 **"Average Annual Generation"** shall have the meaning set forth in Section 4.2.

1.3 **"Billing Period"** means, unless otherwise agreed to, the time period between PacifiCorp's consecutive readings of its power purchase billing meter at the Facility in the normal course of PacifiCorp's business. Such periods typically range between twenty-seven (27) and thirty-four (34) days and may not coincide with calendar months.

1.4 **"Commercial Operation Date"** means the date that the Facility is deemed by PacifiCorp to be fully operational and reliable, which shall require, among other things, that all of the following events have occurred:

- 1.4.1 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating (a) the Facility Capacity Rating of the Facility at the anticipated Commercial Operation Date; and (b) that the Facility is able to generate electric power reliably in amounts required by this Agreement and in accordance with all other terms and conditions of this Agreement;
- 1.4.2 The Facility has completed Start-Up Testing;
- 1.4.3 PacifiCorp has received a certificate addressed to PacifiCorp from a Licensed Professional Engineer stating that, (a), in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed, all required interconnection tests have been completed and the Facility is physically interconnected with PacifiCorp's electric system, or (b) if the Facility is interconnected with another electric utility that will wheel Net Output to PacifiCorp, all required interconnection facilities have been completed and tested and are in place to allow for such wheeling;
- 1.4.4 PacifiCorp has received a certificate addressed to PacifiCorp from an attorney in good standing in the State of Oregon stating that Seller has obtained all Required Facility Documents and if requested by PacifiCorp, in writing, has provided copies of any or all such requested Required Facility Documents. (Facilities over 200 kW only).

- 1.4.5 Seller has complied with the security requirements of Section 10.
- 1.4.6 PacifiCorp has received an executed copy of **Exhibit F**—Seller’s Interconnection Request.
- 1.5 “**Commission**” means the Oregon Public Utilities Commission.
- 1.6 “**Contract Price**” means the applicable price for capacity or energy, or both capacity and energy, stated in Sections 5.1 and 5.2.
- 1.7 “**Contract Year**” means a twelve (12) month period commencing at 00:00 hours Pacific Prevailing Time (“PPT”) on January 1 and ending on 24:00 hours PPT on December 31; *provided, however*, that the first Contract Year shall commence on the Commercial Operation Date and end on the next succeeding December 31, and the last Contract Year shall end on the Termination Date.
- 1.8 “**Credit Requirements**” means a long-term credit rating (corporate or long-term senior unsecured debt) of (1) “Baa3” or greater by Moody’s, or (2) “BBB-” or greater by S&P, or such other indicia of creditworthiness acceptable to PacifiCorp in its reasonable judgment.
- 1.9 “**Default Security**”, unless otherwise agreed to by the Parties in writing, means the amount of either a Letter of Credit or cash placed in an escrow account sufficient to replace twelve (12) average months of replacement power costs over the term of this Agreement, and shall be calculated by taking the average, over the term of this Agreement, of the positive difference between (a) the monthly forward power prices at Mid-Columbia (as determined by PacifiCorp in good faith using information from a commercially reasonable independent source), multiplied by 110%, minus (b) the average of the Fixed Avoided Cost Prices specified in Schedule 37, and multiplying such difference by (c) the Minimum Annual Delivery; provided, however, the amount of Default Security shall in no event be less than the amount equal to the payments PacifiCorp would make for three (3) average months based on Seller’s average monthly volume over the term of this Agreement and utilizing the average Fixed Avoided Cost Prices specified in Schedule 37. Such amount shall be fixed at the Effective Date of this Agreement.
- 1.10 “**Effective Date**” shall have the meaning set forth in Section 2.1.
- 1.11 “**Energy Delivery Schedule**” shall have the meaning set forth in Section 4.5.
- 1.12 “**Environmental Attributes**” shall have the meaning set forth in Section 5.5.
- 1.13 “**Excess Output**” shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Capacity Rating.
- 1.14 “**Facility**” shall have the meaning set forth in Recital A.
- 1.15 “**Facility Capacity Rating**” means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.
- 1.16 “**FERC**” means the Federal Energy Regulatory Commission, or its successor.

1.17 **“Generation Interconnection Agreement”** means the generation interconnection agreement to be entered into separately between Seller and PacifiCorp’s transmission or distribution department, as applicable, providing for the construction, operation, and maintenance of PacifiCorp’s interconnection facilities required to accommodate deliveries of Seller’s Net Output if the Facility is to be interconnected directly with PacifiCorp rather than another electric utility.

1.18 **“Letter of Credit”** means an irrevocable standby letter of credit, from an institution that has a long-term senior unsecured debt rating of “A” or greater from S&P or “A2” or greater from Moody’s, in a form reasonably acceptable to PacifiCorp, naming PacifiCorp as the party entitled to demand payment and present draw requests thereunder.

1.19 **“Licensed Professional Engineer”** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Oregon, who has no economic relationship, association, or nexus with the Seller, and who is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility. Such Licensed Professional Engineer shall be licensed in an appropriate engineering discipline for the required certification being made.

1.20 **“Material Adverse Change”** means 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

1.21 **“Maximum Annual Delivery”** shall have the meaning set forth in Section 4.3.

1.22 **“Minimum Annual Delivery”** shall have the meaning set forth in Section 4.3.

1.23 **“Nameplate Capacity Rating”** means the full-load electrical quantities assigned by the designer to a generator and its prime mover or other piece of electrical equipment, such as transformers and circuit breakers, under standardized conditions, expressed in amperes, kilovoltamperes, kilowatts, volts, or other appropriate units. Usually indicated on a nameplate attached to the individual machine or device.

1.24 **“Net Energy”** means the energy component, in kWh, of Net Output.

1.25 **“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. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Point of Delivery.

1.26 **“Net Replacement Power Costs”** shall have the meaning set forth in Section 11.4.1.

1.27 **“Off-Peak Hours”** means all hours of the week that are not On-Peak Hours.

1.28 **"On-Peak Hours"** means the hours between 6 a.m. Pacific Prevailing Time ("PPT") and 10 p.m. PPT, Mondays through Saturdays, excluding all hours occurring on holidays as provided in Schedule 37.

1.29 **"Point of Delivery"** means the high side of the Seller's step-up transformer(s) located at the point of interconnection between the Facility and PacifiCorp's distribution/transmission system, as specified in the Generation Interconnection Agreement, or, if the Facility is not interconnected directly with PacifiCorp, the point at which another utility will deliver the Net Output to PacifiCorp as specified in **Exhibit B**.

1.30 **"Prime Rate"** means the publicly announced prime rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime 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, New York, selected by the Party to whom interest based on the Prime Rate is being paid.

1.31 **"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.

1.32 **"QF"** means **"Qualifying Facility,"** as that term is defined in the FERC regulations (codified at 18 CFR Part 292) in effect on the Effective Date.

1.33 **"Replacement Price"** means the price at which PacifiCorp, acting in a commercially reasonable manner, purchases for delivery at the Point of Delivery a replacement for any Net Output that Seller is required to deliver under this Agreement plus (i) costs reasonably incurred by PacifiCorp in purchasing such replacement Net Output, and (ii) additional transmission charges, if any, reasonably incurred by PacifiCorp in causing replacement energy to be delivered to the Point of Delivery. If PacifiCorp elects not to make such a purchase, the Replacement Price shall be the market price at the Mid-Columbia trading hub for such energy not delivered, plus any additional cost or expense incurred as a result of Seller's failure to deliver, as determined by PacifiCorp in a commercially reasonable manner (but not including any penalties, ratcheted demand or similar charges).

1.34 **"Required Facility Documents"** means all licenses, permits, authorizations, and agreements, including a Generation Interconnection Agreement or equivalent, necessary for construction, operation, and maintenance of the Facility consistent with the terms of this Agreement, including without limitation those set forth in **Exhibit C**.

1.35 **"Schedule 37"** means the Schedule 37 of Pacific Power & Light Company's Commission-approved tariffs, providing pricing options for Qualifying Facilities of 10,000 kW or less, which is in effect on the Effective Date of this Agreement. A copy of that Schedule 37 is attached as **Exhibit G**.

1.36 “**Scheduled Commercial Operation Date**” shall have the meaning set forth in Recital C.

1.37 “**Scheduled Initial Delivery Date**” shall have the meaning set forth in Recital B.

1.38 “**Start-Up Testing**” means the completion of required factory and start-up tests as set forth in **Exhibit E** hereto.

1.39 “**Termination Date**” shall have the meaning set forth in Section 2.4.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1 This Agreement shall become effective after execution by both Parties (“**Effective Date**”).

2.2 **Time is of the essence for this Agreement**, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to deliver Net Output by the Scheduled Commercial Operation Date is critically important. Therefore,

2.2.1 By July 31st, 2015, Seller shall provide PacifiCorp with a copy of an executed Generation Interconnection Agreement, or wheeling agreement, as applicable, which shall be consistent with all material terms and requirements of this Agreement.

2.2.2 Upon completion of construction, Seller, in accordance with Section 6.1, shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp;

2.2.3 By the date thirty (30) days after the Effective Date, Seller shall provide Default Security required under Sections 10.1 or 10.2, as applicable.

2.3 Seller shall cause the Facility to achieve Commercial Operation on or before the Scheduled Commercial Operation Date. If Commercial Operation occurs after the Scheduled Commercial Operation Date, Seller shall be in default, and liable for delay damages specified in Section 11.

2.4 Except as otherwise provided herein, this Agreement shall terminate on November 17, 2031 (“**Termination Date**”).

SECTION 3: REPRESENTATIONS AND WARRANTIES

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

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

- 3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.
 - 3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
 - 3.1.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.
 - 3.1.5 This Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).
- 3.2 Seller represents, covenants, and warrants to PacifiCorp that:
- 3.2.1 Seller is a limited liability company duly organized and validly existing under the laws of Oregon.
 - 3.2.2 Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required regulatory authority to make wholesale sales from the Facility.
 - 3.2.3 Seller has taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.
 - 3.2.4 The execution and delivery of this Agreement does not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.
 - 3.2.5 This Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general

principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

- 3.2.6 The Facility is and shall for the term of this Agreement continue to be a QF, and Seller will operate the Facility in a manner consistent with its FERC QF certification. Seller has provided to PacifiCorp the appropriate QF certification (which may include a FERC self-certification) prior to PacifiCorp's execution of this Agreement. At any time during the term of this Agreement, PacifiCorp may require Seller to provide PacifiCorp with evidence satisfactory to PacifiCorp in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements and, if PacifiCorp is not satisfied that the Facility qualifies for such status, a written legal opinion from an attorney who is (a) in good standing in the state of Oregon, and (b) who has no economic relationship, association or nexus with the Seller or the Facility, stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.
- 3.2.7 Compliance with Partial Stipulation in Commission Proceeding No. UM-1129. Seller will not make any changes in its ownership, control, or management during the term of this Agreement that would cause it to not be in compliance with the definition of a Small Cogeneration Facility or Small Power Production Facility provided in PacifiCorp's Schedule 37 tariff approved by the Commission at the time this Agreement is executed. Seller will provide, upon request by PacifiCorp not more frequently than every 36 months, such documentation and information as reasonably may be required to establish Seller's continued compliance with such Definition. PacifiCorp agrees to take reasonable steps to maintain the confidentiality of any portion of the above-described documentation and information that the Seller identifies as confidential except PacifiCorp will provide all such confidential information the Public Utility Commission of Oregon upon the Commission's request.
- 3.2.8 Additional Seller Creditworthiness Warranties. Seller need not post security under Section 10 for PacifiCorp's benefit in the event of Seller default, provided that Seller warrants all of the following:
- (a) Neither the Seller nor any of its principal equity owners is or has within the past two (2) years been the debtor in any bankruptcy proceeding, is unable to pay its bills in the ordinary course of its business, or is the subject of any legal or regulatory action, the result of which could reasonably be expected to impair Seller's ability to own and operate the Facility in accordance with the terms of this Agreement.
 - (b) Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

- (c) Seller is not in default under any of its other agreements and is current on all of its financial obligations, including construction related financial obligations.
- (d) Seller owns, and will continue to own for the term of this Agreement, all right, title and interest in and to the Facility, free and clear of all liens and encumbrances other than liens and encumbrances related to third-party financing of the Facility.
- (e) **[Applicable only to Seller's with a Facility having a Facility Capacity Rating greater than 3,000 kW]** Seller meets the Credit Requirements.

Seller hereby declares (Seller initial one only):

- _____ Seller affirms and adopts all warranties of this Section 3.2.8, and therefore is not required to post security under Section 10; or
- X Seller does not affirm and adopt all warranties of this Section 3.2.8, and therefore Seller elects to post the security specified in Section 10.

3.3 Notice. If at any time during this Agreement, any Party obtains actual knowledge of any event or information which would have caused any of the representations and warranties in this Section 3 to have been materially untrue or misleading when made, such Party shall provide the other Party with written notice of the event or information, the representations and warranties affected, and the action, if any, which such Party intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section shall be given as soon as practicable after the occurrence of each such event.

SECTION 4: DELIVERY OF POWER

4.1 Commencing on the Commercial Operation Date, unless otherwise provided herein, Seller will sell and PacifiCorp will purchase all Net Output from the Facility delivered to the Point of Delivery.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, 13,622,800 kWh per Contract Year (“**Average Annual Generation**”). Seller may, upon at least six months prior written notice, modify the Average Annual Generation every other Contract Year.

4.3 Minimum and Maximum Delivery. Seller shall make available from the Facility a minimum of 9,344,600 kWh of Net Output during each Contract Year, provided that such minimum for the first Contract Year shall be reduced pro rata to reflect the Commercial Operation Date, and further provided that such minimum Net Output shall be reduced on a pro-

rata basis for any periods during a Contract Year that the Facility was prevented from generating electricity for reasons of Force Majeure (“**Minimum Annual Delivery**”). Seller estimates, for informational purposes, that it will make available from the Facility a maximum of 14,693,800 kWh of Net Output during each Contract Year (“**Maximum Annual Delivery**”). Seller’s basis for determining the Minimum and Maximum Annual Delivery amounts is set forth in **Exhibit D**.

4.4 Deliveries in Deficit of Delivery Obligation. Seller’s failure to deliver the Minimum Annual Delivery in any Contract Year (prorated if necessary) shall be a default, and Seller shall be liable for damages in accordance with Section 11.

4.5 Energy Delivery Schedule. Seller has provided a monthly schedule of Net Energy expected to be delivered by the Facility (“**Energy Delivery Schedule**”), incorporated into **Exhibit D**.

SECTION 5: PURCHASE PRICES

5.1 Seller shall have the option to select one of four pricing options: Fixed Avoided Cost Prices (“Fixed Price”), Firm Market Indexed Avoided Cost Prices (“Firm Electric Market”), Gas Market Indexed Avoided Cost Prices (“Gas Market”), or Banded Gas Market Indexed Avoided Cost Prices (“Banded Gas Market”), as published in Schedule 37. Once an option is selected the option will remain in effect for the duration of the Facility’s contract. Seller has selected the following (Seller to initial one):

<u> X </u>	Fixed Price
<u> </u>	Firm Electric Market
<u> </u>	Gas Market
<u> </u>	Banded Gas Market

A copy of Schedule 37, and a table summarizing the purchase prices under the pricing option selected by Seller, is attached as **Exhibit G**.

5.2 (Fixed Price Sellers Only). In the event Seller elects the Fixed Price payment method, PacifiCorp shall pay Seller the applicable On-Peak and Off-Peak rates specified in **Schedule 37** during the first fifteen (15) years after the Scheduled Initial Delivery Date. Thereafter, PacifiCorp shall pay Seller market-based rates, using the following pricing option (Seller to initial one):

<u> </u>	Firm Electric Market
<u> </u>	Gas Market
<u> </u>	Banded Gas Market

5.3 If the Seller elects a gas market indexed price option, the index shall be the Opal Gas Market Index as provided in Schedule 37. In the event that Platt ceases to publish the Opal Gas Market Index, the Company shall replace the index with a similar gas index.

5.4 For all Excess Output and for all Net Output delivered prior to the Commercial Operation Date, PacifiCorp shall pay Seller a blended market index price for day-ahead non-firm energy at Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde market

indices as reported by Intercontinental Exchange, for the On-Peak and Off-Peak periods. PacifiCorp shall document its calculation of the blended rate, upon request, to Seller. Such payment will be accomplished by adjustments pursuant to Section 9.2.

5.5 Environmental Attributes. PacifiCorp waives any claim to Seller's ownership of Environmental Attributes under this Agreement. Environmental Attributes include, but are not limited to, Green Tags, Green Certificates, Renewable Energy Credits (RECs) and Tradable Renewable Certificates (TRCs) (as those terms are commonly used in the regional electric utility industry) directly associated with the production of energy from the Seller's Facility.

SECTION 6: OPERATION AND CONTROL

6.1 As-Built Supplement. Upon completion of initial (and any subsequent) construction of the Facility, Seller shall provide PacifiCorp an As-built Supplement to specify the actual Facility as built. The As-built Supplement must be reviewed and approved by PacifiCorp, which approval shall not unreasonably be withheld, conditioned or delayed.

6.2 Incremental Utility Upgrades. At start-up (and at any other time upon at least six month's prior written notice), Seller may increase Net Output, if such increase is due to normal variances in estimated versus actual performance, changed Facility operations, or improvements in Facility efficiency. Seller may not increase Net Output under this Agreement by installing additional generating units. In the case of substantial upgrades, PacifiCorp may require Seller to comply with Section 3.2.8(e) (in the event that the Facility upgrade causes the Facility Capacity Rating to exceed 3,000 kW) and increase its Minimum Annual Delivery obligation in Section 4.3 (if appropriate). PacifiCorp may also update Seller's security obligation (if applicable). So long as the Facility Capacity Rating after the upgrade is 10,000 kW or less, Seller will continue to receive the Contract Price for the Net Output, as set forth in Sections 5.1 and 5.2 of this Agreement. If Seller increases the Facility Capacity Rating above 10,000 kW, then (on a going forward basis) PacifiCorp shall pay Seller the Contract Price for the fraction of total Net Output equal to 10,000 kW divided by the Facility Capacity Rating of the upgraded Facility. For the remaining fraction of Net Output, PacifiCorp and Seller shall agree to a new negotiated rate. Seller shall be responsible for ensuring that any planned increase in the Facility Capacity Rating or the maximum instantaneous capacity of the Facility complies with Seller's Generation Interconnection Agreement and any other agreements with PacifiCorp.

6.3 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement (if applicable), Prudent Electrical Practices and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's non-compliance with the Generation Interconnection Agreement. PacifiCorp shall have the right to inspect the Facility to confirm that Seller is operating the Facility in accordance with the provisions of this Section 6.3 upon reasonable notice to Seller. Seller is solely responsible for the operation and maintenance of the Facility. PacifiCorp shall not, by reason of its decision to inspect or not to inspect the Facility, or

by any action or inaction taken with respect to any such inspection, assume or be held responsible for any liability or occurrence arising from the operation and maintenance by Seller of the Facility.

6.4 Scheduled Outages. Seller may cease operation of the entire Facility or individual units, if applicable, for maintenance or other purposes. Seller shall exercise its best efforts to notify PacifiCorp of planned outages at least ninety (90) days prior, and shall reasonably accommodate PacifiCorp's request, if any, to reschedule such planned outage in order to accommodate PacifiCorp's need for Facility operation.

6.5 Unplanned Outages. In the event of an unscheduled outage or curtailment exceeding twenty-five (25) percent of the Facility Capacity Rating (other than curtailments due to lack of motive force), Seller immediately shall notify PacifiCorp of the necessity of such unscheduled outage or curtailment, the time when such has occurred or will occur and the anticipated duration. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled outage or curtailment, to limit the duration of such, and to perform unscheduled maintenance during Off-Peak hours.

SECTION 7: FUEL/MOTIVE FORCE

Prior to the Effective Date of this Agreement, Seller provided to PacifiCorp a fuel or motive force plan acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit D-1**, together with a certification from a Licensed Professional Engineer to PacifiCorp attached hereto as **Exhibit D-2**, certifying that the implementation of the fuel or motive force plan can reasonably be expected to provide fuel or motive force to the Facility for the duration of this Agreement adequate to generate power and energy in quantities necessary to deliver the Minimum Annual Delivery set forth by Seller in Section 4.

SECTION 8: METERING

8.1 PacifiCorp shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement, if applicable.

8.2 Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement, or, if the Net Output is to be wheeled to PacifiCorp by another utility, metering will be performed in accordance with the terms of PacifiCorp's interconnection agreement with such other utility. All quantities of energy purchased hereunder shall be adjusted to account for electrical losses, if any between the point of metering and the Point of Delivery, so that the purchased amount reflects the net amount of energy flowing into PacifiCorp's system at the Point of Delivery.

8.3 PacifiCorp shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement, if applicable. If the Net Output is to be wheeled to PacifiCorp by another utility, meter inspection, testing, repair and replacement will be performed in accordance with the terms of PacifiCorp's interconnection

agreement with such utility. If any of the inspections or tests discloses an error exceeding two percent (2%), either fast or slow, proper correction, based upon the inaccuracy found, shall 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 proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) Billing Periods, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered following the repair of the meter.

SECTION 9: BILLINGS, COMPUTATIONS, AND PAYMENTS

9.1 On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Net Output to PacifiCorp, together with computations supporting such payment. PacifiCorp may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties.

9.2 Corrections. PacifiCorp shall have up to eighteen months to adjust any payment made pursuant to Section 9.1. In the event PacifiCorp determines it has overpaid Seller (for Excess Output or otherwise), PacifiCorp may adjust Seller's future payment accordingly in order to recapture any overpayment in a reasonable time.

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

SECTION 10: SECURITY

Unless Seller has adopted the creditworthiness warranties contained in Section 3.2.8, Seller must provide security (if requested by PacifiCorp) in the form of a cash escrow, letter of credit, senior lien, or step-in rights. Seller hereby elects to provide, in accordance with the applicable terms of this Section 10, the following security (Seller to initial one selection only):

Cash Escrow

Letter of Credit

Senior Lien

Step-in Rights

Seller has adopted the Creditworthiness Warranties of Section 3.2.8.

In the event Seller's obligation to post default security (under Section 10 or Section 11.1.4) arises solely from Seller's delinquent performance of construction-related financial obligations, upon Seller's request, PacifiCorp will excuse Seller from such obligation in the event Seller has negotiated financial arrangements with its construction lenders that mitigate Seller's financial risks to PacifiCorp's reasonable satisfaction.

[SKIP THIS SECTION 10.1 UNLESS SELLER SELECTED CASH ESCROW ALTERNATIVE]

10.1 Cash Escrow Security. Seller shall deposit in an escrow account established by PacifiCorp in a banking institution acceptable to both Parties, the Default Security. Such sum shall earn interest at the rate applicable to money market deposits at such banking institution from time to time. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.2 UNLESS SELLER SELECTED LETTER OF CREDIT ALTERNATIVE]

10.2 Letter of Credit Security. Seller shall post and maintain in an amount equal to the Default Security: (a) a guaranty from a party that satisfies the Credit Requirements, in a form acceptable to PacifiCorp in its discretion, or (b) a Letter of Credit in favor of PacifiCorp. To the extent PacifiCorp receives payment from the Default Security, Seller shall, within fifteen (15) days, restore the Default Security as if no such deduction had occurred.

[SKIP THIS SECTION 10.3 UNLESS SELLER SELECTED SENIOR LIEN ALTERNATIVE]

10.3 Senior Lien. Before the Scheduled Commercial Operation Date, Seller shall grant PacifiCorp a senior, unsubordinated lien on the Facility and its assets as security for performance of this Agreement by executing, acknowledging and delivering a security agreement and a deed of trust or a mortgage, in a recordable form (each in a form satisfactory to PacifiCorp in the reasonable exercise of its discretion). Pending delivery of the senior lien to PacifiCorp, Seller shall not cause or permit the Facility or its assets to be burdened by liens or other encumbrances that would be superior to PacifiCorp's, other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

[SKIP THIS SECTION 10.4 UNLESS SELLER SELECTED STEP-IN RIGHTS ALTERNATIVE]

10.4 Step-in Rights (Operation by PacifiCorp Following Event of Default of Seller).

10.4.1 Prior to any termination of this Agreement due to an Event of Default of Seller, as identified in Section 11, PacifiCorp shall have the right, but not the obligation, to possess, assume control of, and operate the Facility as agent for Seller (in accordance with Seller's rights, obligations, and interest under this Agreement) during the period provided for herein. Seller shall not grant any person, other than the lending institution providing financing to the Seller for construction of the Facility ("Facility Lender"), a right to possess, assume control of, and operate the Facility that is equal to or superior to PacifiCorp's right under this Section 10.4.

10.4.2 PacifiCorp shall give Seller ten (10) calendar days notice in advance of the contemplated exercise of PacifiCorp's rights under this Section 10.4.

Upon such notice, Seller shall collect and have available at a convenient, central location at the Facility all documents, contracts, books, manuals, reports, and records required to construct, operate, and maintain the Facility in accordance with Prudent Electrical Practices. Upon such notice, PacifiCorp, its employees, contractors, or designated third parties shall have the unrestricted right to enter the Facility for the purpose of constructing and/or operating the Facility. Seller hereby irrevocably appoints PacifiCorp as Seller's attorney-in-fact for the exclusive purpose of executing such documents and taking such other actions as PacifiCorp may reasonably deem necessary or appropriate to exercise PacifiCorp's step-in rights under this Section 10.4.

10.4.3 During any period that PacifiCorp is in possession of and constructing and/or operating the Facility, no proceeds or other monies attributed to operation of the Facility shall be remitted to or otherwise provided to the account of Seller until all Events of Default of Seller have been cured.

10.4.4 During any period that PacifiCorp is in possession of and operating the Facility, Seller shall retain legal title to and ownership of the Facility and PacifiCorp shall assume possession, operation, and control solely as agent for Seller.

(a) In the event PacifiCorp is in possession and control of the Facility for an interim period, Seller shall resume operation and PacifiCorp shall relinquish its right to operate when Seller demonstrates to PacifiCorp's reasonable satisfaction that it will remove those grounds that originally gave rise to PacifiCorp's right to operate the Facility, as provided above, in that Seller (i) will resume operation of the Facility in accordance with the provisions of this Agreement, and (ii) has cured any Events of Default of Seller which allowed PacifiCorp to exercise its rights under this Section 10.4.

(b) In the event that PacifiCorp is in possession and control of the Facility for an interim period, the Facility Lender, or any nominee or transferee thereof, may foreclose and take possession of and operate the Facility and PacifiCorp shall relinquish its right to operate when the Facility Lender or any nominee or transferee thereof, requests such relinquishment.

10.4.5 PacifiCorp's exercise of its rights hereunder to possess and operate the Facility shall not be deemed an assumption by PacifiCorp of any liability attributable to Seller. If at any time after exercising its rights to take possession of and operate the Facility PacifiCorp elects to return such possession and operation to Seller, PacifiCorp shall provide Seller with at least fifteen (15) calendar days advance notice of the date PacifiCorp intends to return such possession and operation, and upon receipt of such

notice Seller shall take all measures necessary to resume possession and operation of the Facility on such date.

SECTION 11: DEFAULTS AND REMEDIES

11.1 Events of Default. The following events shall constitute defaults under this Agreement:

- 11.1.1 Breach of Material Term. Failure of a Party to perform any material obligation imposed upon that Party by this Agreement (including but not limited to failure by Seller to meet any deadline set forth in Section 2) or breach by a Party of a representation or warranty set forth in this Agreement.
- 11.1.2 Default on Other Agreements. Seller's failure to cure any default under any commercial or financing agreements or instrument (including the Generation Interconnection Agreement) within the time allowed for a cure under such agreement or instrument.
- 11.1.3 Insolvency. A Party (a) makes an assignment for the benefit of its creditors; (b) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed within sixty (60) days after such filing; (c) becomes insolvent; or (d) is unable to pay its debts when due.
- 11.1.4 Material Adverse Change. A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, including without limitation the posting of additional Default Security, within thirty (30) days from the date of such request;
- 11.1.5 Delayed Commercial Operations. Seller's failure to achieve the Commercial Operation Date by the Scheduled Commercial Operation Date.
- 11.1.6 Underdelivery. If Seller's Facility has a Facility Capacity Rating of 100 kW or less, Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for two (2) consecutive years; else Seller's failure to satisfy the minimum delivery obligation of Section 4.3 for one year.

11.2 Notice; Opportunity to Cure.

- 11.2.1 Notice. In the event of any default hereunder, the non-defaulting Party must notify the defaulting Party in writing of the circumstances indicating the default and outlining the requirements to cure the default.

- 11.2.2 Opportunity to Cure. A Party defaulting under Section 11.1.1 or 11.1.5 shall have thirty (30) days to cure after receipt of proper notice from the non-defaulting Party. This thirty (30) day period shall be extended by an additional ninety (90) days if (a) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (b) the default is capable of being cured within the additional ninety (90) day period, and (c) the defaulting Party commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.
- 11.2.3 Seller Default Under Other Agreements. Seller shall cause any notices of default under any of its commercial or financing agreements or instruments to be sent by the other party to such agreements or instruments, or immediately forwarded, to PacifiCorp as a notice in accordance with Section 23.
- 11.2.4 Seller Delinquent on Construction-related Financial Obligations. Seller promptly shall notify PacifiCorp (or cause PacifiCorp to be notified) anytime it becomes delinquent under any construction related financing agreement or instrument related to the Facility. Such delinquency may constitute a Material Adverse Change, subject to Section 11.1.4.

11.3 Termination.

- 11.3.1 Notice of Termination. If a default described herein has not been cured within the prescribed time, above, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement; *provided, however* that PacifiCorp shall not terminate: (a) for a default under Section 11.1.5 unless PacifiCorp is in a resource deficient state during the period Commercial Operation is delayed; or (b) for a default under Section 11.1.6, unless such default is material. The rights provided in Section 10 and this Section 11 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights. Further, the Parties may by mutual written agreement amend this Agreement in lieu of a Party's exercise of its right to terminate.
- 11.3.2 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price, until the Termination Date (as set forth in Section 2.4). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.
- 11.3.3 Damages. If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp the positive difference, if any, obtained by

subtracting the Contract Price from the sum of the Replacement Price for the Minimum Annual Delivery that Seller was otherwise obligated to provide for a period of twenty-four (24) months from the date of termination plus any cost incurred for transmission purchased to deliver the replacement power to the Point of Delivery, and the estimated administrative cost to the utility to acquire replacement power. Amounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

11.3.4 If this Agreement is terminated because of Seller's default, PacifiCorp may foreclose upon any security provided pursuant to Section 10 to satisfy any amounts that Seller owes PacifiCorp arising from such default.

11.4 Damages.

11.4.1 Failure to Deliver Net Output. In the event of Seller default under Subsection 11.1.5 or Subsection 11.1.6, then Seller shall pay PacifiCorp the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price for any energy and capacity that Seller was otherwise obligated (under Section 4.3) to provide during the period of default ("**Net Replacement Power Costs**"); *provided, however*, that the positive difference obtained by subtracting the Contract Price from the Replacement Price shall not exceed the Contract Price, and the period of default under this Section 11.4.1 shall not exceed one Contract Year.

11.4.2 Recoupment of Damages.

- (a) Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.
- (b) Default Security Unavailable. If Seller has not posted Default Security, or if PacifiCorp has exhausted the Default Security, PacifiCorp may collect any remaining amount owing by partially withholding future payments to Seller over a reasonable period of time, which period shall not be less than the period over which the default occurred. PacifiCorp and Seller shall work together in good faith to establish the period, and monthly amounts, of such withholding so as to avoid Seller's default on its commercial or financing agreements necessary for its continued operation of the Facility.

SECTION 12: INDEMNIFICATION AND LIABILITY

12.1 Indemnities.

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

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

12.2 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 to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

12.3 No Consequential Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY DAMAGES, COST TO COVER DAMAGES OR OTHER SPECIFIED MEASURE OF DAMAGES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, NEITHER PARTY SHALL BE 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.

SECTION 13: INSURANCE (FACILITIES OVER 200KW ONLY)

13.1 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) (of "ACORD Form" or the equivalent) certifying Seller's compliance with the insurance requirements hereunder. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by PacifiCorp, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to PacifiCorp.

13.2 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 "B+" by the A.M. Best Company the insurance coverage specified below:

13.2.1 Commercial General Liability insurance, to include contractual liability, with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

13.2.2 All Risk Property insurance providing coverage in an amount at least equal to the full replacement value of the Facility against "all risks" of physical loss or damage, including coverage for earth movement, flood, and boiler and machinery. The Risk policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. The Risk Policy will be maintained in accordance with terms available in the insurance market for similar facilities.

13.3 The Commercial General Liability policy required herein shall include i) provisions or endorsements naming PacifiCorp, its Board of Directors, Officers and employees as additional insureds, and ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

13.4 All liability policies required by this Agreement shall 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 provisions that such policies shall not be canceled or their limits of liability reduced without 1) ten (10) days prior written notice to PacifiCorp if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to PacifiCorp if canceled for any other reason.

13.5 Insurance coverage provided on a "claims-made" basis 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.

SECTION 14: FORCE MAJEURE

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

- 14.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and
- 14.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the event of Force Majeure; and
- 14.1.3 the non-performing Party uses its best efforts to remedy its inability to perform.

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

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

14.4 PacifiCorp may terminate the Agreement if Seller fails to remedy Seller's inability to perform, due to an event of Force Majeure, within six months after the occurrence of the event.

SECTION 15: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties. If Seller includes two or more parties, each such party shall be jointly and severally liable for Seller's obligations under this Agreement.

SECTION 16: 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 which may direct the application of the laws of another jurisdiction.

SECTION 17: PARTIAL INVALIDITY

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

SECTION 18: WAIVER

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

SECTION 19: GOVERNMENTAL JURISDICTIONS AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. Seller shall at all times maintain in effect all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility, and shall provide upon request copies of the same to PacifiCorp.

SECTION 20: REPEAL OF PURPA

This Agreement shall not terminate upon the repeal of the PURPA, unless such termination is mandated by federal or state law.

SECTION 21: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender

as part of a financing transaction or as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 22: ENTIRE AGREEMENT

22.1 This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of Net Output from the Facility. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

22.2 By executing this Agreement, Seller releases PacifiCorp from any claims, known or unknown that may have arisen prior to the Effective Date.

SECTION 23: NOTICES

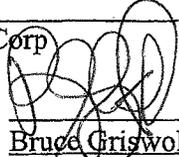
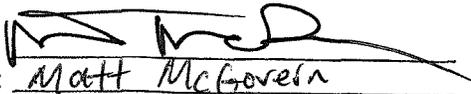
23.1 All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 Phone: (503) 813 - 5380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Cypress Creek Renewables Attn: Asset Management Division 3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405 (310) 581.6299
All Invoices:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same
Scheduling:	(same as street address above) Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	Same
Payments:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Same
Wire Transfer:	Bank One N.A. ABA: ACCT: NAME: PacifiCorp Wholesale	

Notices	PacifiCorp	Seller
Credit and Collections:	(same as street address above) Attn: Credit Manager, Suite 1900 Phone: (503) 813 - 5684 Facsimile: (503) 813 - 5609	Same
With Additional Notices of an Event of Default or Potential Event of Default to:	(same as street address above) Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-7252	Cypress Creek Renewables Attn: Jerome O'Brien 3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405 973-220-1530

23.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 23.

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

PacifiCorp	NorWest Energy 4, LLC
By: 	By: 
Name: <u>Bruce Griswold</u>	Name: <u>Matt McGovern</u>
Title: <u>Director, Short-Term Origination and</u>	Title: <u>President</u>
<u>OF Contracts</u>	Date: <u>6/3/2015</u>
Date: <u>May 29, 2015</u>	

BWS 5-11-2015

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY
[Seller to Complete]

Seller's Facility consists of a 6.0 MWac solar photovoltaic project including PV panels, inverters, and tracking system. More specifically, the inverter at the Facility is described as:

Number of Inverters: 8

Model: SMA Sunny Central 750CP-US

Number of Phases: 3

Rated Output (kW): 750

Rated Output (kVA):750kVA

Rated Voltage (line to line): 360 Vac

Maximum kW Output: 825 kW Maximum kVA Output: 825 kVA

Minimum kW Output: 0 kW

Facility Annual Degradation Rate: 0.77%

Facility Capacity Rating: 6,000 kW.

Identify the maximum output of the generator(s) and describe any differences between that output and the Nameplate Capacity Rating:

The maximum output is 6,600 kVA@25°C. The output de-rates with increased temperature to 6,000 kVA@50°C.

Station service requirements, and other loads served by the Facility, if any, are described as follows: Station service loads for the Inverters are approximately 353 kWh per year.

Transformer: - 80 % , Tracker Motor:- 10 % , Data Acquisition and Aux Loads: - 10 %

Values above are percentage loss of Total output and losses are already accounted for in the expected output in Exhibit D-1.

Location of the Facility: The Facility is to be constructed in the vicinity of Bonanza in Klamath County, Oregon . The location is more particularly described as follows:

GPS: 42°12'9.94"N, 121°21'13.59"W

Parcel ID: Parcel 2 of 48-06

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): ----- Power factor requirements will meet PacifiCorp standard interconnection procedures.

A more detailed and updated Exhibit A will be provided per section 6.1

EXHIBIT B

SELLER'S INTERCONNECTION FACILITIES

[Seller to provide its own diagram and description]

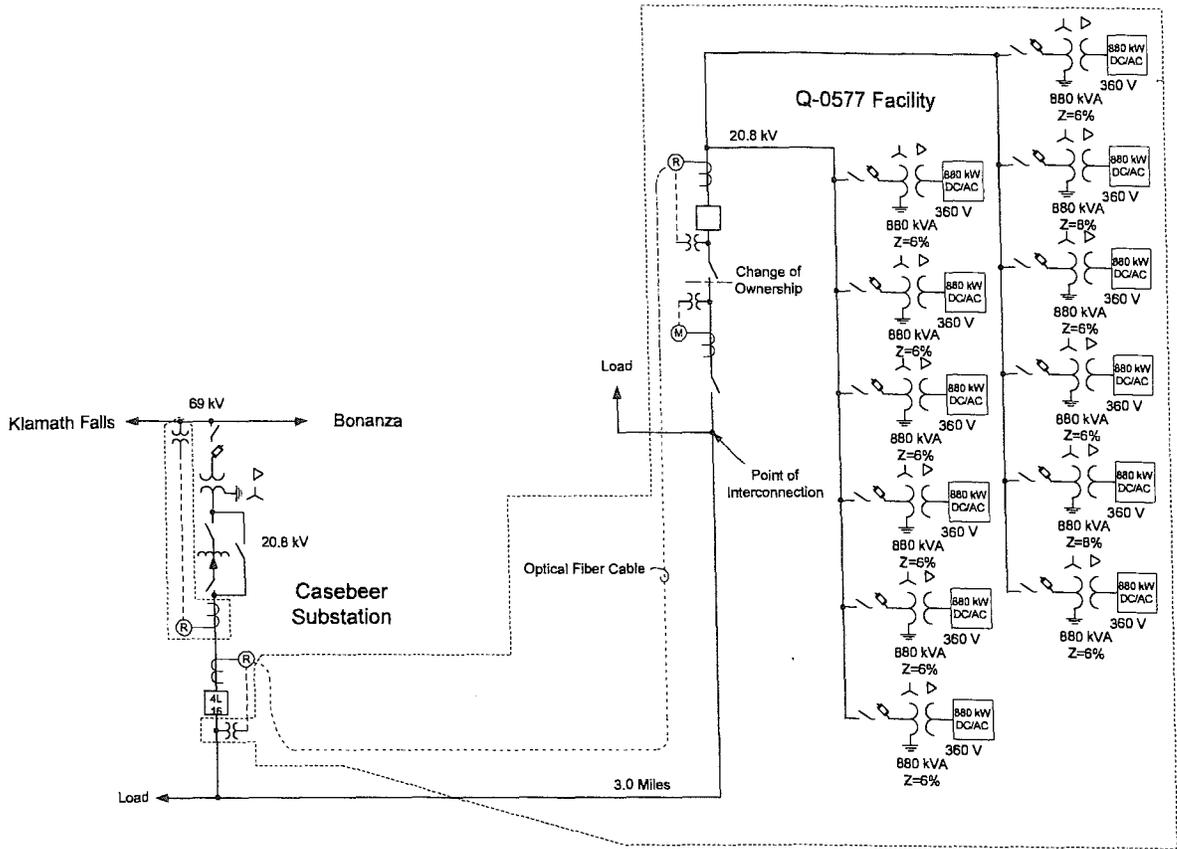
POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES

Instructions to Seller:

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

The point of delivery and point of metering are at the high side of the step-up transformer at the Point of Interconnection, located on Circuit

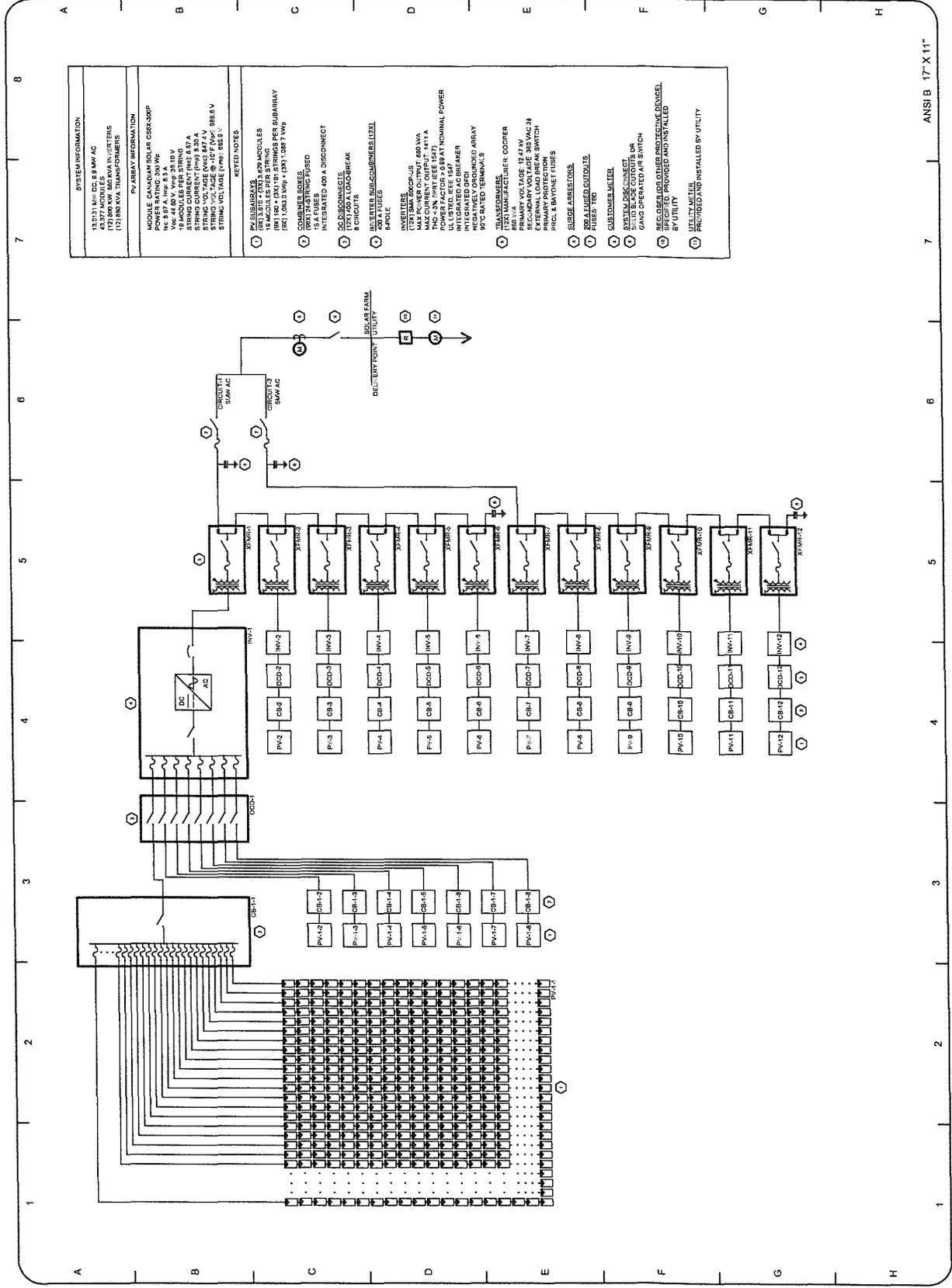
1. The project is located on Circuit 4L16, Langell Valley out of the Casebeer substation. The metering will be installed at the Point of Interconnection. Delivery will be at the Change of Ownership identified in PacifiCorp's one-line diagram from the System Impact Study Q0577.
2. The project site map and one-line diagram are attached.



POWER MC Companies
 3552 NE Ralph Powell Road
 Lee's Summit, Missouri 64064
 Phone: (816) 251-4700
 Fax: (816) 251-4701
 www.mcpower.com

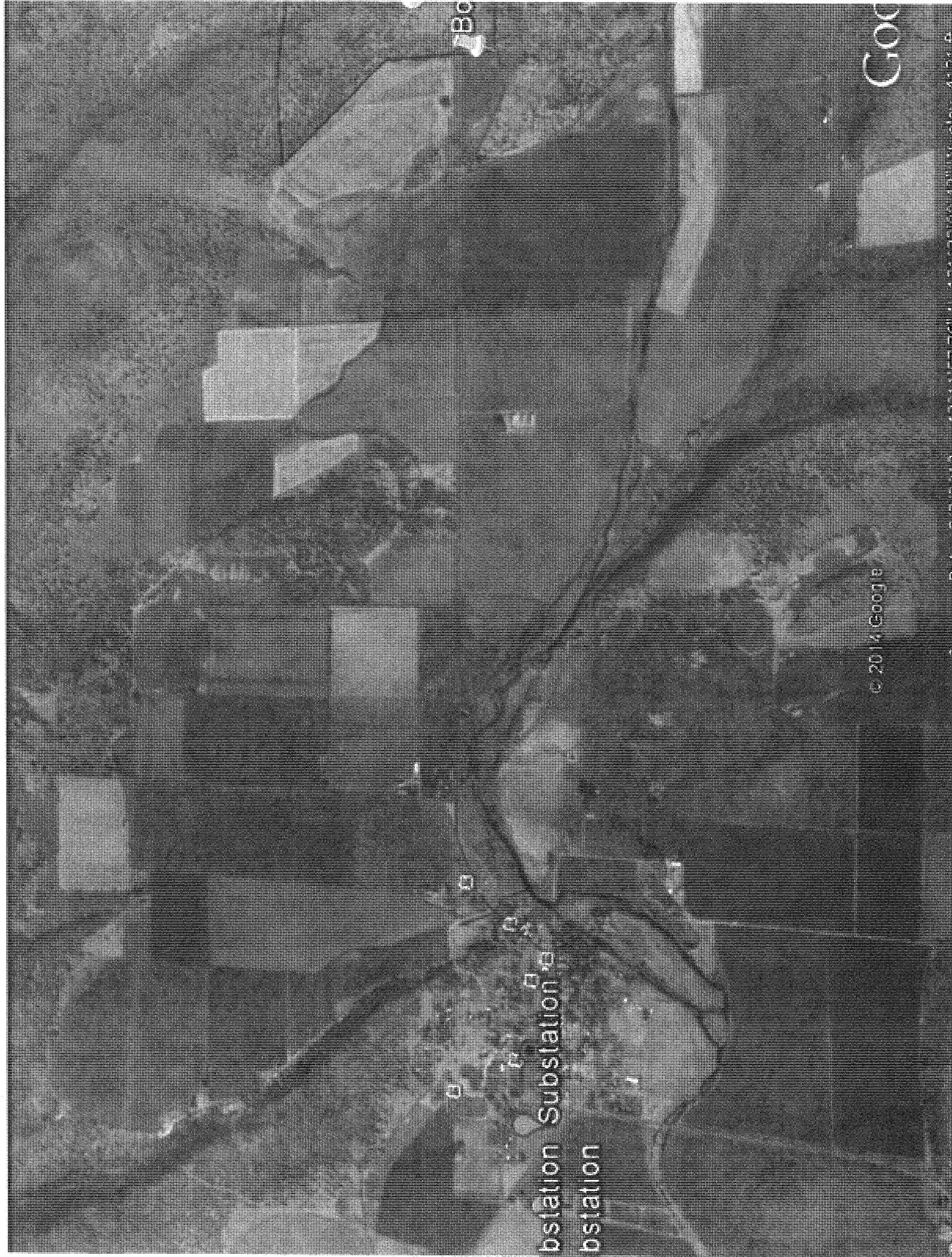
13MW DC, 10MW AC
Bonanza 2
 Bonanza, OR 97623

One-Line Diagram
 SHEET TITLE
 DRAWN BY: JEM
 CHECKED BY: RRZ
 DATE: 5/22/2014
 PROJECT NO: XXXXXX
 SHEET NUMBER: **PV2.1**



SYSTEM INFORMATION	
13 MW DC, 10 MW AC	
43,377 MODULES	
10,188 XVA TRANSFORMERS	
PV ARRAY INFORMATION	
MODULE: CANADIAN SOLAR CS6R-300P	
1000 Wp	
16.5 Vmp	
8.97 A Imp	
10.8 V Voc	
1.1 A Isc	
STRING CURRENT (Isc) 8.97 A	
STRING VOLTAGE (Voc) 107.4 V	
STRING VOLTAGE @ 10% Vmp 107.4 V	
STRING VOLTAGE (Vmp) 88.8 V	
KEYED NOTES	
1. PV SUBARRAYS	
(PV1) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV2) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV3) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV4) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV5) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV6) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV7) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV8) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV9) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV10) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV11) 120' x 20' x 10' STRINGS PER SUBARRAY	
(PV12) 120' x 20' x 10' STRINGS PER SUBARRAY	
2. COMBINER BOXES	
(CB1) 120' x 20' x 10' COMBINER BOXES	
(CB2) 120' x 20' x 10' COMBINER BOXES	
(CB3) 120' x 20' x 10' COMBINER BOXES	
(CB4) 120' x 20' x 10' COMBINER BOXES	
(CB5) 120' x 20' x 10' COMBINER BOXES	
(CB6) 120' x 20' x 10' COMBINER BOXES	
(CB7) 120' x 20' x 10' COMBINER BOXES	
(CB8) 120' x 20' x 10' COMBINER BOXES	
(CB9) 120' x 20' x 10' COMBINER BOXES	
(CB10) 120' x 20' x 10' COMBINER BOXES	
(CB11) 120' x 20' x 10' COMBINER BOXES	
(CB12) 120' x 20' x 10' COMBINER BOXES	
3. INVERTERS	
(INV1) 120' x 20' x 10' INVERTERS	
(INV2) 120' x 20' x 10' INVERTERS	
(INV3) 120' x 20' x 10' INVERTERS	
(INV4) 120' x 20' x 10' INVERTERS	
(INV5) 120' x 20' x 10' INVERTERS	
(INV6) 120' x 20' x 10' INVERTERS	
(INV7) 120' x 20' x 10' INVERTERS	
(INV8) 120' x 20' x 10' INVERTERS	
(INV9) 120' x 20' x 10' INVERTERS	
(INV10) 120' x 20' x 10' INVERTERS	
(INV11) 120' x 20' x 10' INVERTERS	
(INV12) 120' x 20' x 10' INVERTERS	
4. TRANSFORMER	
(TR) 120' x 20' x 10' TRANSFORMER	
5. DELIVERY POINT	
(DP) 120' x 20' x 10' DELIVERY POINT	

ANSI B 17" X 11"



bstation Substation
bstation

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EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certification: QF14-728-000

Interconnection Agreement: Due July 31st, 2015

Fuel Supply Agreement, if applicable: NA

Purchase Agreement: Between Oregon Solar Land Holding and Robert Fore dated May 13th, 2014

Electric Service Agreement:

Permits:

- Conditional Use Permit or alternative zoning approval as applicable by the local jurisdiction
- Building Permit
- Electrical Permit (as applicable)
- 1200C Construction Stormwater General Permit (as applicable)

REQUIRED IF SELLER ELECTS TO GRANT SENIOR LIEN OR STEP-IN RIGHTS:

Deed or Lease to Facility Premises

Preliminary Title Report of Premises

Proof of ownership of Facility

Off-take sale agreements, e.g. surplus heat sale contract, if applicable

Depending upon the type of Facility and its specific characteristics, additional Required Facility Documents may be requested.

**ASSIGNMENT AND ASSUMPTION
OF Purchase and Sale Agreement**

THIS ASSIGNMENT AND ASSUMPTION OF Purchase and Sale Agreement between Robert Fore and Oregon Solar Land Holdings (this "Assignment") made this 4th day of August, 2014 (the "Effective Date"), by and between Oregon Solar Land Holdings a Oregon limited liability company ("Assignor"), and NorWest Energy 4, LLC an Oregon limited liability company ("Assignee").

RECITALS:

WHEREAS Solexus Development ("Solexus") entered into that certain Purchase and Sale Agreement dated May 13th, 2014 with Robert Fore (the "Agreement") for the sale of land located at Parcel 2 of LP 48-06 near the City of Bonanza, Klamath County, OR and

WHEREAS Solexus assigned the Agreement to Assignor on the June 2nd, 2014 and

WHEREAS Assignor desires to assign, transfer and convey all right, title, and interest in the Agreement to Assignee;

NOW THEREFORE, in consideration of the foregoing recitals, parties hereto agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in, to, and under the Agreement, as of the Effective Date.

2. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties. This Assignment shall be governed by and construed under the laws of the State of North Carolina. This Assignment contains the entire agreement as to the assignment of the Agreement between the parties, and may not be changed, modified, or terminated

orally, or in any other manner other than by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Oregon Solar Land Holdings, LLC

NorWest Energy 4, LLC

By  _____

By  _____

Name: Troy Snyder

Name: Jerome O'Brien

Title: for TLS Capital

Title: Authorized Person

its Member

ASSIGNMENT AND ASSUMPTION
OF Purchase and Sale Agreement for Bonanza, OR Property

THIS ASSIGNMENT AND ASSUMPTION OF Purchase and Sale Agreement for Bonanza, OR Property (this "Assignment") made this 2nd day of June , 2014 (the "Effective Date"), by and between Solexus Development, LLC a Missouri limited liability company ("Assignor"), and Oregon Solar Land Holdings a Oregon limited liability company ("Assignee").

RECITALS:

WHEREAS Assignor entered into that certain **Purchase and Sale Agreement for Bonanza, OR Property** dated 5/13/14 with Robert Fore (the "Agreement") for the purchase of land located at Parcel 2 of LP 48-06 and

WHEREAS Assignor desires to assign, transfer and convey all right, title, and interest in the Agreement to Assignee;

NOW THEREFORE, in consideration of the foregoing recitals, parties hereto agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers and conveys to Assignee, all of Assignor's right, title and interest in, to, and under the Agreement, as of the Effective Date.
2. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties. This Assignment shall be governed by and construed under the laws of the State of North Carolina. This Assignment contains the entire agreement as to the assignment of the Agreement between the parties, and may not be changed, modified, or terminated orally, or in any other manner other than by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Solexus Development, LLC

Oregon Solar Land Holdings, LLC



By _____

By _____

Name: David Bunge

Name: David Bunge

Title: President

Title: Managing Member

315



Sale Agreement / Form to Seller

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction: (1) Robert J. Bacon (Name of Selling Licensee) of Summit Real Estate (Name of Real Estate Firm) is the agent of (check one): [] Buyer exclusively ("Buyer Agency"), [] Seller exclusively ("Seller Agency"), [X] Both Buyer and Seller ("Disclosed Limited Agency"). (2) (Name of Listing Licensee) (Name of Real Estate Firm) is the agent of (check one): [] Seller exclusively ("Seller Agency"), [] Both Buyer and Seller ("Disclosed Limited Agency"). (3) If both parties are each represented by one or more Licensees in the same Real Estate Firm, and Licensees are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge that said principal broker shall become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Licensee(s).

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer: [Signature] Print: Robert J. Bacon Date: 3/31/14
Seller: [Signature] Print: Robert Foss Date: 4/15/14

VACANT LAND REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.

1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1) Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer; (2) Written notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as enumerated in ORS 167.010 and 167.020.

2.1 PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) Robert Foss

wishes to purchase from Seller (print name(s)) Robert Bacon the following described real property (hereinafter "the Property") situated in the State of Oregon, County of Clatsop and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.) Parcel 2 of land partition 48-06 R-2911-00001-0201, McCurtis Lane, Seaside, Or. 97138

(Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 5, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

for the Purchase Price (in U.S. currency) of \$ 140,000.00 on the following terms: Earnest money herein receipted for \$ 2,000.00 on [] as additional earnest money, the sum of [] C \$ [] at or before Closing, the balance of down payment [] D \$ [] at Closing and upon delivery of [X] DEED [] CONTRACT the balance of the Purchase Price F [] E \$ 138,000.00 (Lines B, C, D and E should equal Line A)

Buyer Initials: [Signature] Date: 3/31/14

Seller Initials: RF Date: 4/15/14

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Sale Agreement # Fore to Solexus

2. BALANCE OF PURCHASE PRICE. (Select A or B)

A. This is an all cash transaction. Buyer to provide verification ("Verification") of readily available funds as follows (select only one): Buyer has attached a copy of the Verification with the submission of this Agreement to Seller or Listing Licensee. Buyer will provide Seller or Listing Licensee with the Verification within 10 business days (five (5) if not filled in) following mutual acceptance of this Agreement; or Other (Describe):

Seller may notify Buyer or Buyer's Licensee, in writing, of Seller's unconditional disapproval of the Verification within ___ business days (five (5) if not filled in) ("Disapproval Period") following its receipt by Seller or Listing Licensee, in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Seller fails to provide Buyer or Selling Licensee with written unconditional disapproval of the Verification by Midnight of the Disapproval Period, Seller shall be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all earnest money deposits shall be promptly refunded and this transaction shall be terminated.

B. Balance of Purchase Price to be financed as follows (Select only one): Conventional; Other (Describe): (hereinafter "Loan Program"). Buyer agrees to seek financing through a lending institution ("Lender") participating in the Loan Program identified above.

Pre-Approval Letter. Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender or mortgage broker; Buyer does not have a Pre-Approval Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter as follows:

3.1 FINANCING CONTINGENCIES. If Buyer is financing any portion of the Purchase Price, this transaction is subject to the following financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase Price; and, (3) Other (Describe):

All Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES. If Buyer receives actual notification that any Financing Contingencies identified above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have ___ business days (two (2) if not filled in) following the day of Seller's receipt of such notification to either (a) Terminate this transaction by signing a Termination Agreement (OREF-057) or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit this transaction to continue. Neither Seller nor Buyer is required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to occur within the time period identified herein, this transaction shall be automatically terminated and all earnest money shall be promptly refunded to Buyer. Buyer understands that upon termination of this transaction, Seller shall have the right to immediately place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

3.3 BUYER REPRESENTATION REGARDING FINANCING: As of the date of signing this Agreement, Buyer makes the following representations to Seller:

(1) Buyer shall apply for a loan not later than ___ business days (three (3) if not filled in) following the date Buyer and Seller have signed this Agreement, and will thereafter complete all reasonably necessary papers in a timely manner and exercise best efforts (including payment of all application, appraisal and processing fees, where applicable) to obtain the loan;

(2) Buyer shall make a good faith effort to secure the ordering of the Lender's appraisal no later than expiration of the Inspection Contingency Period in Section 11.2 of this Agreement, or if the Professional Inspection Addendum (OREF-058) is used, expiration of the Inspection Period.

(3) Buyer currently has liquid and available funds for the earnest money deposit and down payment, sufficient to close the transaction described herein, and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or Closing of other property, 401K disbursements, etc.), except as follows (describe):

(4) Buyer authorizes Buyer's Lender or mortgage broker to provide non-confidential information to Listing and Selling Licensees regarding Buyer's loan application status.

(5) Buyer shall promptly notify Seller or Seller's Licensee if, after signing this Agreement, Buyer substitutes another lender for any reason. Buyer shall not be permitted to select a Loan Program different than the one selected in Section 2.2 (B) above, without Seller's advance written consent.

(6) Buyer agrees to keep Seller promptly informed of all other material non-confidential developments regarding Buyer's financing and the timing of Closing.

3.4 INSURANCE. If the Property is located in a designated flood zone, Buyer acknowledges that flood insurance may be required as a condition of the new loan. Buyer is encouraged to promptly verify the availability and cost of property/casualty/flood insurance that will be secured for the Property.

4. ADDITIONAL PROVISIONS: this offer to purchase contingent on a 9 month Due Diligence

Buyer Initials DMB Date 4/31/14

Seller Initials IRE Date 4/15/14

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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VACANT LAND REAL ESTATE SALE AGREEMENT - Page 2 of 9

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Sale Agreement # Fore to Solexus

Period, see Addendum 1.

For additional provisions, see Addendum

100 5. **TITLE INSURANCE:** Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report
 101 and the recorded covenants, conditions and restrictions ("the Report and CC&Rs") showing the condition of title to the Property. (If not fully
 102 understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice.
 103 Neither the Listing nor Selling Licensee is qualified to advise on specific legal or title issues.) Upon signature and acceptance of this
 104 Agreement by Buyer and Seller, Seller will, at Seller's sole expense, promptly order the Report and CC&Rs from an Oregon title insurance
 105 company and furnish them to Buyer. Upon receipt of the Report and CC&Rs, Buyer shall have _____ business days (five [5] if not filled in) within
 106 which to notify Seller, in writing, of any matters disclosed in the Report and CC&Rs which is/are unacceptable to Buyer ("the Objections"). Buyer's
 107 failure to timely object, in writing, to any matters disclosed in the Report and/or CC&Rs shall constitute acceptance of the Report and/or CC&Rs.
 108 However, Buyer's failure to timely object shall not relieve Seller of the duty to convey marketable title pursuant to Section 6 below. If, within _____
 109 business days (five [5] if not filled in) following receipt of the Objections, if any, Seller fails to remove or correct the matters identified in the
 110 Objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed or corrected, all earnest money shall be
 111 promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in
 112 writing. Within thirty (30) days after Closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title
 113 in the Property to Buyer in the amount of the purchase price, free and clear of the Objections and all other title exceptions agreed to be removed as
 114 part of this transaction. (Note: This Section 5 provides that Seller will pay for Buyer's standard owner's policy of title insurance. In some
 115 areas of the country, such a payment might be regarded as a "seller concession." Under the amended Real Estate Settlement
 116 Procedures Act ("RESPA"), effective on January 1, 2010 there are limitations, regulations and disclosure requirements on "seller
 117 concessions" unless the product or service paid by the Seller was one customarily paid by the Seller. In Oregon, sellers customarily and
 118 routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the terms of this Section 5 are modified in
 119 writing by Buyer and Seller, the parties acknowledge, agree and so instruct Escrow, that in this transaction, Seller's payment of Buyer's
 120 standard owner's policy of title insurance is not a "seller concession" under RESPA or any other federal or state law.)

121 6. **DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
 122 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes which are a lien but not yet
 123 payable, zoning ordinances, building and use restrictions, reservations in Federal patents, assessments of record which affect the Property,
 124 covenants, conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 5 above.

125 7. **SELLER-CARRIED FINANCING (E.G. LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,
 126 ETC.):** Note: State and federal laws and regulations provide that under certain circumstances, offering or negotiating the terms of seller-carried
 127 financing must be performed by a Mortgage Loan Originator (sec. ORS88A.200(4)), and the terms of such financing may have to comply with
 128 certain consumer protection disclosures rules. Your real estate licensee is not qualified to provide these services or to advise you in this regard.
 129 Legal advice is strongly recommended. If this transaction is to include a land sale contract, trust deed, mortgage or option agreement between
 130 Buyer and Seller, the parties shall agree upon the terms and conditions of such document not later than _____ business days (ten [10] if not
 131 filled in) after the date Buyer and Seller have signed and accepted this Sale Agreement. Upon failure of Buyer and Seller to reach agreement as to
 132 the terms and conditions of the document within said time period, this transaction shall automatically terminate, all parties shall cooperate in
 133 signing such documentation reasonably necessary to effect a termination of this transaction and a refund of all deposits, if any, to Buyer. **Caution:**
 134 **The additional documents identified in this Section 7 can have legally binding consequences, and Buyer and Seller are strongly**
 135 **encouraged to secure competent legal advice before entering into such agreements. If Escrow (as defined in Section 12) is instructed to**
 136 **prepare the note and trust deed or mortgage to be used in this transaction, state statute requires that Buyer and Seller receive from**
 137 **Escrow, at least three (3) days prior to Closing (as defined in Section 12), a statutory notice and a copy of the proposed documents.**
 138 **This requirement cannot be waived by Buyer or Seller without the approval of both of their respective Oregon-licensed attorneys.**

139 8. **SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
 140 following representations to Buyer:

- 141 (1) The Property is served by and/or connected to (check all that apply): a public sewer system; an on-site sewage system; a
 142 public water system; a private well and/or shared well; other (e.g., surface springs, cistern, etc.) described: _____
 143 none of the preceding.
- 144 (2) The Property will be in substantially its present condition of the time Buyer is entitled to possession.
- 145 (3) Seller has no notice of any liens or assessments to be levied against the Property.
- 146 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
 147 planned, which could detrimentally affect the use, development, or value of the Property.
- 148 (5) Seller knows of no material defects in or about the Property.

Buyer Initials DMD Date 5/3/14

Seller Initials REI Date 4/15/14

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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VACANT LAND REAL ESTATE SALE AGREEMENT - Page 3 of 9

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fore to solexus



Sale Agreement # Fore to Solexus

153 Seller has no notice from any governmental agency of any violation of law relating to the Property.

154 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-

155 resource uses (e.g., cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (e.g., for harvesting, fishing,

156 hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation,

157 etc.; (d) supplier agreements, production processing commitments or other similar contracts.

158 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

159 (9) Water rights (e.g., irrigation, agricultural), for not less than 0 acres, have been utilized and applied for beneficial use within the

160 last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer

161 should verify compliance with appropriate agency.

162 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,

163 landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal

164 description of the Property.

165 (11) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement.

166 Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition which could result in

167 making any previously disclosed material information relating to the Property substantially misleading or incorrect. These

168 representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (11)

169 are:

170 _____

171 _____

172 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute

173 for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of

174 professionals where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for

175 Buyer's intended use. Neither the Listing nor Selling Licensee shall be responsible for conducting any inspection or investigation of any

176 aspects of the Property.

177 9. "AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property

178 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

179 10. PRIVATE WELL: Does the Property contain a Private Well? Yes No If the property contains a private well, the OREF-082 Private

180 Well Addendum will be attached to this Sale Agreement.

INSPECTIONS: (CHECK ONLY ONE BOX)

177 11.1 ENVIRONMENTAL HEALTH CONDITIONS: The following list identifies some, but not all, environmental conditions that may be found in and

178 around all real property that may affect health: Asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other

179 contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any

180 concerns about these conditions or others, Buyer is encouraged to secure the services of a professional inspector, consultant, or health expert for

181 information and guidance. Neither the listing nor selling licensees are experts in environmental health hazards or conditions. For additional

182 information, go to the Oregon Association of Realtors' Buyer Advisory at: <http://www.oregonrealors.org> and the Oregon Public Health Division at

183 <http://public.health.oregon.gov/Pages/Homes.aspx>

184 11.2 INSPECTIONS: Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s),

185 relating to such matters as soil condition/compaction/stability, environmental issues, survey, zoning, availability of utilities, and

186 suitability for Buyer's intended purpose. Neither the Listing nor Selling Licensee is qualified to conduct such inspections and shall not

187 be responsible to do so. For further details, Buyer is encouraged to review the Buyer Advisory at "<http://www.oregonrealors.org>".

188 **PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof inspected by

189 one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which

190 may include testing or removal of any portion of the Property including radon and mold. Buyer understands that Buyer is responsible for the

191 restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall have 90 business days (ten

192 [10] if not filed in), after the date Buyer and Seller have signed this Agreement, (hereinafter "the inspection Period") in which to complete

193 all inspections and negotiate with Seller regarding any matters disclosed in any inspection report. However, during the inspection Period,

194 Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification

195 is reached, at any time during the inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval

Buyer Initials MB Date 4/15/14

Seller Initials RF Date 4/15/14



Sale Agreement # Fare to Solesus

of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. If Buyer fails to provide Seller or Listing Licensee with written unconditional disapproval of any inspection report(s) by midnight of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note that if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding ALL Buyer's requested repairs, the Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.

12. ESCROW: This transaction shall be Closed at First American Title ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs and any encumbrances on the Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by Listing and/or Selling Firms shall be paid at Closing in accordance with the listing agreement, buyer service agreement or other written agreement for compensation.

13. CLOSING: Closing shall occur on a date mutually agreed upon by Buyer and Seller, but in no event later than December 1, 2014 ("the Closing Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded and funds are available to Seller. Buyer and Seller acknowledge that for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Cancel Section 7 about recording those (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

14. POSSESSION: Seller shall deliver possession of the Property to Buyer (select one):
(1) by 5:00 p.m. on Closing;
(2) by _____ a.m. p.m. _____ days after Closing;
(3) by _____ a.m. p.m. on the _____ day of _____.

15. PRORATIONS: Prorations for rent, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property shall be as of: (check one) the Closing Date; date Buyer is entitled to possession; or _____.

16. ESCROW DEPOSIT: Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller or of Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller set up an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be Closed for any reason (whether or not there is then a dispute between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to disposition of such deposits.

17. EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided; or (4) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this transaction shall be terminated. It is the intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to Close this transaction shall be limited to the amount of earnest money paid or agreed to be paid herein.

Buyer Initials [Signature] Date 4/14/14
Seller Initials RE Date 4/15/14

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OREF 008

VACANT LAND REAL ESTATE SALE AGREEMENT - Page 6 of 9

Produced with the Forms by 2014, 18070 Fillmore Mills Road, Forest, Oregon 97116 www.orefonline.com

FORM TO SOLEUS



Sole Agreement # Fore to Solexus

22. SIGNING EFFECT/CONSENT: This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

247 19.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS. Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if they are a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

249 19.2 SELLER/BUYER ADVISORY: FIRPTA TAX WITHHOLDING OBLIGATIONS. Seller is advised that upon Closing, Federal law, known as the Foreign Investment in Real Property Tax Act ("FIRPTA"), allows an escrow company, if they agree, to withhold a portion of Seller's proceeds if the real property is located within the United States and Seller is a "foreign person." A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. The amount deducted from Seller's proceeds is ten percent (10%) of the gross sales price and is required to be delivered over to the Internal Revenue Service ("IRS") within twenty (20) days of the closing of the transaction. Buyer may become responsible for payment if FIRPTA applies and Escrow is not instructed to withhold the funds. FIRPTA will not apply to this transaction so long as: (a) The sale price is \$300,000 or less; (b) The Property is to be used by Buyer as a residence; and, (c) Buyer is an individual. Where applicable, Buyer and Seller agree to execute and deliver, as appropriate, any instrument, affidavit or statement, reasonably requested by Escrow to carry out the provisions of FIRPTA. None of Section 8 of this Agreement, Seller represents that Seller is not a "foreign person" hereinafter "Seller's Non-FIRPTA Status". If Seller is unsure, Seller should first confer with Seller's tax counsel or CPA before entering into this transaction. In submitting this offer, Buyer represents that Buyer has no knowledge, information or belief that Seller is a foreign person or that this transaction is subject to FIRPTA. Seller acknowledges that Buyer, listing and selling licenses, their respective firms and Escrow, its agents, employees and representatives shall have the absolute right to rely upon Seller's representation of Seller's Non-FIRPTA Status at Section 8 above. This right of reliance shall continue through the closing date and thereafter, unless Seller has disclosed otherwise in a written counteroffer or addendum to this Sale Agreement. If at any time during this transaction, it is determined that Seller's representation of Seller's Non-FIRPTA Status was incorrect for any reason, Seller and Buyer hereby appoint and instruct Escrow to act as the qualified substitute for Buyer as defined by the IRS for purposes of preparing the necessary paperwork, withholding the necessary funds and remitting the same to the IRS. If for any reason, Escrow declines to act as a qualified substitute, Escrow is requested to promptly notify Seller and Buyer in a timely manner so they may make other arrangements prior to the scheduled closing. Seller and Buyer acknowledge that if FIRPTA applies to the transaction, Escrow's role as a qualified substitute may result in a delay in closing this transaction, unless otherwise provided in this Sale Agreement or any subsequently signed written agreement between Seller and Buyer. Confirmation of Seller's Non-FIRPTA Status is not a contingency in this transaction.

271 20. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 8 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FREE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

284 21. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them, and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the Closing of this transaction.

286 22. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one) is is not specially assessed for property taxes (e.g., farm, forest or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole

Buyer Initials DBB Date 3/2/14

Seller Initials RF Date 4/15/14

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Sale Agreement # Fore to Solestar

... promptly terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and ... Seller responsible to pay and escrow all deferred and/or additional taxes and interest which may be levied or recaptured against the Property ... shall hold Buyer completely harmless herefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or ... damages arising from a breach of this Section 22.

DISPUTE RESOLUTION INVOLVING BUYERS AND SELLERS ONLY

23. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER: Buyer and Seller agree that all claims, controversies and disputes between them, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance with the procedures set forth herein, which shall expressly survive Closing or earlier termination of this Agreement. Provided, however, the following matters shall not constitute Claims: (1) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; or (2) a forcible entry and detainer action (eviction). The filing in court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures specified herein. In the event of any suit, action or arbitration relating to the enforcement or interpretation of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes.

24. SMALL CLAIMS BETWEEN BUYER AND SELLER: Notwithstanding the following Sections, Buyer and Seller agree that all Claims that are within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

25. MEDIATION BETWEEN BUYER AND SELLER: If Buyer or Seller were represented in this transaction by a Licensee whose principal broker is a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS®, or other organization-adopted mediation program (collectively "the System"). Provided, however, if Licensee's principal broker is not a member of the National Association of REALTORS® or the System is not available through the principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either through: (1) the special mediation program administered by Arbitration Service of Portland ("ASP"), or (2) any other impartial private mediator(s) or program(s) so long as such services are available in the county where the Property is located, as selected by the party first filing for mediation.

26. ARBITRATION BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Buyer or Seller may file Claims either with ASP or, alternatively, with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative service also uses arbitrators who are in good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the county where the Property is located. The arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO THIS PROVISION BUYER AND SELLER ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL ARBITRATORS AND BUYER AND SELLER ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

27. ATTORNEY FEES IN CLAIMS BETWEEN BUYER AND SELLER: The prevailing party in any suit, action or arbitration (excluding those Claims filed in Small Claims Court) between Buyer and Seller shall be entitled to recovery of all reasonable attorney fees and costs and disbursements as defined in ORCP 68 (including all filing and mediator fees paid in mediation). Provided, however, if a mediation service was available to Buyer or Seller when the Claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

28. SMALL CLAIMS COURT AND ARBITRATION: All claims, controversies or disputes relating to this transaction, including those for rescission, in which a Licensee or Firm identified in the Final Agency Acknowledgment Section above is named or included as a party, shall be resolved exclusively as follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of arbitration or litigation in any other forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through final and binding arbitration using the arbitration selection process described in Section 26, above. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. This Section 28 shall be in lieu of litigation involving such Licensee or Firm in any other forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at any time, but shall not be required to do so under this Section 28. This Section 28 shall not apply to those matters in which: (a) The claim, controversy or dispute is exclusively between REALTORS® and is otherwise required to be resolved under the Professional Standards Arbitration provisions of the National Association of REALTORS®; (b) Licensee or Firm has agreed to participate in alternative dispute resolution in a prior written listing, service or fee agreement with Buyer or Seller, or (c) Licensee or Firm is Buyer or Seller in this transaction (in which case, Sections 23-27 shall apply). This Section 28 shall expressly survive Closing or earlier termination of this Agreement. In the event of any suit, action or arbitration relating to the enforcement or interpretation of this Agreement, the matter shall be governed exclusively by Oregon law, and venue shall be placed in the State of Oregon for all purposes. In the event that one or more Licensees and/or Firms have been named or included in any

Buyer Initials [Signature] Date [Date]

Seller Initials [Signature] Date [Date]

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Sale Agreement # Fore to Solexus

346 claims, controversies or disputes that also include Buyer and/or Seller, the alternative dispute resolution and attorney fee provisions of
347 Sections 23-27 above shall continue to apply to Buyer and/or Seller, and this Section 26 shall apply exclusively to Licensee and/or Firm.

348 29. RECEIPT FOR EARNEST MONEY: Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ 2,000.00
349 evidenced by CASH CHECK PROMISSORY NOTE payable as follows:
350 _____ business calendar (check one) days after mutual acceptance of this Agreement; or
351 on or before _____;
352 Other form of Earnest Money: _____

353 30. EARNEST MONEY INSTRUCTIONS: Buyer instructs Selling Firm, and Selling Firm agrees, to handle the earnest money as follows
354 (check all that apply):
355 Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and all agreed-upon counter
356 offers, after which time deposit it as provided herein within three (3) banking days. Deposit any earnest money funds redeemed under a
357 promissory note with _____ Deposit in Selling Firm's client trust account, and
358 thereafter/or Deposit with Escrow. In the event the earnest money is deposited in Selling Firm's trust account or with Escrow (collectively "the
359 Deposit Holder"), and the Deposit Holder has arranged to have interest on such deposit transferred to a qualified public benefit corporation for
360 distribution to organizations and individuals for first time home-buying assistance and development of affordable housing pursuant to ORS
361 696.241(6) or ORS 696.578(3), all parties acknowledge and agree that any interest accruing on the earnest money so deposited shall be
362 transferred in accordance with this provision. The preceding sentence shall be subject to any other statutes or regulations governing the
363 disposition of earnest money deposits.

364 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE
365 PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

366 Selling Firm Summit Real Estate Selling Licensee Signature _____ ←

367 Office Address _____ Phone _____ FAX _____

368 31. COUNTERPARTS/DELIVERY: This Agreement may be signed in multiple counterparts with the same legal effect as if all parties signed the
369 same document. This shall mean that delivery (e.g., transmissions manually by facsimile, electronic mail, overnight mail, first-class regular or
370 certified mail, etc.) of a legible true copy of a signed original of this Agreement, including but not limited to all addenda, counter offers, and legal
371 notices required thereunder, shall be treated the same as delivery of the original document.

372 32. AGREEMENT TO PURCHASE: Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement.
373 Buyer acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer
374 acknowledges that Buyer has not relied upon any oral or written statements made by Seller or any Licensee, which are not expressly
375 contained in this Agreement. Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being
376 purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
377 signing or should be made an express contingency in this Agreement.

378 Deed or contract shall be prepared in the name of Solexus Development or assignees
379 This offer shall automatically expire on (insert date) _____ at _____ a.m. p.m. (the "Offer Deadline"), if
380 not accepted by that time.

381 Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer after the Offer Deadline, it
382 shall not be binding upon Buyer unless accepted by Buyer in writing within 7 business days (two [2] if not filed in) after the date of Seller's
383 acceptance by so indicating at Section 35 below. This offer may be accepted by Seller only in writing.

384 Buyer [Signature] Date 4/15/14 _____ a.m. _____ p.m. ←
Solexus Development

385 Buyer _____ Date _____ a.m. _____ p.m. ←

386 Address _____ Zip _____

387 Phone Home _____ Work _____ E-mail _____ Fax _____

Buyer Initials JMK Date 4/15/14

Seller Initials RF Date 4/15/14

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VACANT LAND REAL ESTATE SALE AGREEMENT - Page 8 of 9

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fore to solexus



Sale Agreement # Fore to Solexus

NOT A PART OF A REAL ESTATE SALE CONTRACT. THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE REAL ESTATE SALE CONTRACT. THIS CONTRACT IS VOID IF IT IS USED IN CONNECTION WITH A REAL ESTATE SALE CONTRACT.

388 This offer was submitted to Seller for signature on the _____ day of _____, _____, at _____ a.m., _____ p.m.
389 By _____ (Licensee(s) presenting offer).

390 33. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY. Seller accepts Buyer's offer. Seller
391 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller
392 acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly
393 contained in this Agreement. Seller instructs that all earnest money distributable to Seller pursuant to Section 17 above, shall be
394 disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm to the
395 extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, or
396 _____

397 Seller _____ Date _____, _____ a.m., _____ p.m.
398 Seller _____ Date _____, _____ a.m., _____ p.m.

399 Address _____ Zip _____
400 Phone Home _____ Work _____ E-mail _____ Fax _____

401 34. REJECTION/COUNTER OFFER: SELECT ONE: Seller does not accept the above offer, but makes the attached counter offer. Seller
402 rejects Buyer's offer.

403 Seller Robert Fore Date 4/15/14, 12:13 a.m., p.m.
404 Seller _____ Date _____, _____ a.m., _____ p.m.

405 Address _____ Zip _____
406 Phone Home _____ Work _____ E-mail _____ Fax _____

407 35. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response
408 is an acceptance of Buyer's offer that occurred after the Offer Deadline identified in Section 32 above, Buyer (select only one) agrees does
409 not agree, to be bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)

410 Buyer Solexus Development Date _____, _____ a.m., _____ p.m.
411 Buyer _____ Date _____, _____ a.m., _____ p.m.

412 36. FIRMS/LICENSEES:
413 Selling Licensee Robert A. Bacon Selling Firm Summit Real Estate
414 Selling Firm Office Address _____
415 Phone _____ Phone _____ E-mail _____
416 Fax _____
417 _____
418 _____
419 Listing Licensee _____ Listing Firm _____
420 Listing Firm Office Address _____
421 Phone _____ Phone _____ E-mail _____
422 Fax _____
423 _____

Buyer Initials _____ / _____ Date _____

Seller Initials RF Date 4/15/14

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Sale Agreement Fore to Solatus



388 This offer was submitted to Seller for signature on the _____ (day of _____, _____) at _____ #.M. _____ p.m.
389 By _____ (Licensee(s) presenting offer).

390 23. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF BARNEST MONEY. Seller accepts Buyer's offer. Seller
391 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller
392 acknowledges that Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly
393 contained in this Agreement. Seller instructs that all earned money distributable to Seller pursuant to Section 17 above, shall be
394 disbursed as follows after deduction of any title insurance and Escrow cancellation charges: (check one) First to Listing Firm to the
395 extent of the agreed commission just as if the transaction had been Closed, with residue to Seller, or

397 Seller _____ Date _____ a.m. _____ p.m.
398 Robert Fore

399 Seller _____ Date _____ a.m. _____ p.m.

399 Address _____ Zip _____

400 Phone Home _____ Work _____ E-mail _____ Fax _____

401 34. REJECTION/COUNTER OFFER: SELECT ONE: Seller does not accept the above offer, but makes the attached counter offer; Seller
402 rejects Buyer's offer.

403 Seller [Signature] Date 4/15/14 12:13 a.m. p.m.
404 Robert Fore

404 Seller _____ Date _____ a.m. _____ p.m.

405 Address _____ Zip _____

406 Phone Home _____ Work _____ E-mail _____ Fax _____

407 35. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement, if Seller's response
408 is an acceptance of Buyer's offer that occurred after the Offer Deadline identified in Section 32 above. Buyer (initial only one) agrees does
409 not agree, to be bound thereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)

410 [Signature] Date 5/13/14 9:00 a.m. _____ p.m.
411 Buyer _____

412 36. FIRMS/LICENSEES:

413 Selling Licensee Robert A. Regen Selling Firm Sunny's Real Estate

414 Selling Firm Office Address _____

415 Phone _____ Phone _____ E-mail _____

416 Fax _____

417 _____

418 _____

419 Listing Licensee _____ Listing Firm _____

420 Listing Firm Office Address _____

421 Phone _____ Phone _____ E-mail _____

422 Fax _____

423 _____

Buyer Initials _____ / _____ Date _____

Seller Initials RF Date 4/15/14

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**EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN**

MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

The average estimated generation is 13,622.8 MWh with an annual linearized degradation rate of 0.71% identified in the module power output schedule of the Canadian Solar warranty. The data was post-processed to account for a 3.4% Inverter clipping loss, 1.5% availability loss and a 1.4% AC loss to the POI.

**Month Net Yield Year 1
(MWh)**

January	574.9
February	887.1
March	1,143.2
April	1,232.5
May	1,415.6
June	1,485.2
July	1,585.3
August	1,517.7
September	1,368.7
October	1,158.5
November	670.9
December	583.2

PV SYST Total + Post Processing 13,622.8 MWh

A. MINIMUM ANNUAL DELIVERY CALCULATION

The Minimum Annual Delivery of the facility is based on the estimated most adverse natural conditions reasonably expected. To calculate this, the P99 results identified in the PVsyst report was used with the subtraction of the assumed available loss, AC collector system loss and a 25% contingency.

Minimum estimated first-year generation is 9,344.6 MWh.

Subsequent years are subject to the 0.71% module degradation factor.

B. MAXIMUM ANNUAL DELIVERY CALCULATION

The Maximum Annual Delivery of the facility is based on the estimated probability model identified in the PVsyst report. The P1 results identified in the PVsyst report are used with the subtraction of the assumed available loss and AC collector system loss.

Maximum estimated first-year generation is 14,693.8 MWh.

Subsequent years are subject to the 0.71% module degradation factor.

Sum of Energy Column Labels

Row Labels	1	2	3	4	5	6	7	8	9	10	11	12	Grand Total
0	-	-	-	-	-	-	-	-	-	-	-	-	-
1	-	-	-	-	-	-	-	-	-	-	-	-	-
2	-	-	-	-	-	-	-	-	-	-	-	-	-
3	-	-	-	-	-	-	-	-	-	-	-	-	-
4	-	-	-	-	-	-	-	-	-	-	-	-	-
5	-	-	-	155	4,724	6,407	4,657	473	-	-	-	-	16,415
6	-	-	2,861	17,938	33,068	32,491	27,272	20,698	14,346	3,055	-	-	151,729
7	36	10,427	46,346	66,998	85,791	87,539	83,980	75,090	71,997	56,094	14,540	367	599,205
8	30,224	66,736	98,150	111,484	125,307	131,775	134,410	128,506	122,261	109,792	52,795	34,543	1,145,984
9	67,628	101,430	141,525	137,419	148,788	163,859	171,092	165,460	166,407	141,610	81,496	73,501	1,560,215
10	82,837	118,915	136,493	139,518	154,990	169,061	178,795	170,136	168,785	150,071	110,145	86,274	1,666,019
11	81,672	129,951	129,205	139,039	153,195	161,901	176,246	168,987	166,060	149,595	107,111	86,395	1,649,356
12	83,776	126,653	129,670	136,374	157,289	160,131	180,090	177,341	166,004	160,609	101,319	79,406	1,658,662
13	87,890	113,201	138,642	138,911	157,899	156,741	172,164	175,907	158,313	150,750	90,494	90,640	1,631,552
14	79,576	106,299	130,651	136,103	148,128	148,676	168,460	171,090	156,401	127,045	70,980	88,610	1,532,020
15	52,503	77,455	106,058	111,863	123,657	130,116	140,255	141,001	103,862	84,447	39,053	42,042	1,152,311
16	8,726	34,916	67,474	71,204	84,469	88,895	95,978	86,954	62,998	25,185	2,924	1,384	631,107
17	-	1,124	16,160	25,449	33,371	38,827	44,287	33,240	11,260	228	-	-	203,948
18	-	-	-	86	4,949	8,803	7,630	2,840	-	-	-	-	24,307
19	-	-	-	-	-	-	-	-	-	-	-	-	-
20	-	-	-	-	-	-	-	-	-	-	-	-	-
21	-	-	-	-	-	-	-	-	-	-	-	-	-
22	-	-	-	-	-	-	-	-	-	-	-	-	-
23	-	-	-	-	-	-	-	-	-	-	-	-	-
Grand Total	574,868	887,108	1,143,235	1,232,540	1,415,624	1,485,221	1,585,316	1,517,721	1,368,695	1,158,483	670,858	583,162	13,622,830

EXHIBIT D-2
ENGINEER'S CERTIFICATION
OF
MOTIVE FORCE PLAN

Seller provide a written declaration from a Licensed Professional Engineer to PacifiCorp that the Facility is likely capable under average conditions foreseeable during the term of this Agreement of meeting Seller's estimated average, maximum, and minimum Net Output.



April 10, 2015
Chris Norqual
Cypress Creek Renewables
3250 Ocean Park Blvd, Ste. 355
Santa Monica, CA 90405
(310) 581.6299 Office

Dear Chris,

RRC is providing this production yield estimate to Cypress Creek Renewables for the Bonanza Solar Facility. The estimate provides the likely maximum, and minimum and typical Net Output of the Facility. The assumptions used in the estimate are documented within the attached PVsyst modeling report, assuming the installation of the Canadian Solar Modules. The data from PVsyst was post-processed, as discussed below, to provide these values.

MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

The average estimated generation is 13,622.8 MWh with an annual linearized degradation rate of 0.71% identified in the module power output schedule of the Canadian Solar warranty. The data was post-processed to account for a 3.4% Inverter clipping loss, 1.5% availability loss and a 1.4% AC loss to the POI.

Month	Net Yield Year 1 (MWh)
January	574.9
February	887.1
March	1,143.2
April	1,232.5
May	1,415.6
June	1,485.2
July	1,585.3
August	1,517.7
September	1,368.7
October	1,158.5
November	670.9
December	583.2
PV SYST Total + Post Processing	13,622.8 MWh

TABLE 1. TYPICAL MONTHLY DELIVERY SCHEDULE - P50 WITH POST PROCESSING LOSSES

A. MINIMUM ANNUAL DELIVERY CALCULATION

The Minimum Annual Delivery of the facility is based on the estimated most adverse natural conditions reasonably expected. To calculate this, the P99 results identified in the PVsyst report was used with the subtraction of the assumed available loss, AC collector system loss and a 25% contingency.

Minimum estimated first-year generation is 9,344.6 MWh.

Subsequent years are subject to the 0.71% module degradation factor.

B. MAXIMUM ANNUAL DELIVERY CALCULATION

The Maximum Annual Delivery of the facility is based on the estimated probability model identified in the PVsyst report. The P1 results identified in the PVsyst report are used with the subtraction of the assumed available loss and AC collector system loss.

Maximum estimated first-year generation is 14,693.8 MWh.

Subsequent years are subject to the 0.71% module degradation factor.

Regards,



Samuel Moser

Attached: 1. PVSYST Bonanza, Pages 1-6
 2. Canadian Solar Datasheet, Pages 1-2

Grid-Connected System: Simulation parameters

Project : **Bonanza_Pro prospector_TGY**

Geographical Site **Bonanza_Pro prospector_TGY** **Country** **United States**

Situation **Latitude** 42.2°N **Longitude** 121.3°W
 Time defined as **Legal Time** Time zone UT-8 **Altitude** 1438 m
Albedo 0.20

Meteo data: **Bonanza_Pro prospector_TGY** TMY - NREL: Prospector

Simulation variant : **Bonanza_Pro prospector_TGY**
 Simulation date 10/04/15 18h26

Simulation parameters

Collector Plane Orientation **Tilt** 30° **Azimuth** 0°

20 Sheds **Pitch** 9.25 m **Collector width** 3.95 m
Inactive band **Top** 0.00 m **Bottom** 0.00 m
Shading limit angle **Gamma** 18.72 ° **Occupation Ratio** 42.7 %
Shadings electrical effect **Cell size** 15.6cm **Strings in width** 2

Models used **Transposition** Perez **Diffuse** Imported

Horizon Free Horizon

Near Shadings Mutual shadings of sheds Electrical effect

PV Array Characteristics

PV module **Si-poly** **Model** **CS6X - 305P**
Manufacturer Canadian Solar Inc.

Number of PV modules **In series** 19 modules **In parallel** 1450 strings
Total number of PV modules **Nb. modules** 27550 **Unit Nom. Power** 305 Wp
Array global power **Nominal (STC)** **8403 kWp** **At operating cond.** 7503 kWp (50°C)
Array operating characteristics (50°C) **U mpp** 609 V **I mpp** 12316 A
Total area **Module area** **52864 m²** **Cell area** 48281 m²

Inverter

Model **Sunny Central 750CP-US**
Manufacturer SMA

Characteristics **Operating Voltage** 545-820 V **Unit Nom. Power** 750 kWac
Inverter pack **Nb. of inverters** 8 units **Total Power** 6000 kWac

PV Array loss factors

Array Soiling Losses

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
7.6%	5.0%	3.5%	1.8%	0.5%	0.6%	1.0%	1.1%	0.8%	0.9%	2.7%	5.0%

Thermal Loss factor **Uc (const)** 25.0 W/m²K **Uv (wind)** 1.2 W/m²K / m/s

Wiring Ohmic Loss **Global array res.** 0.84 mOhm **Loss Fraction** 1.5 % at STC

LID - Light Induced Degradation **Loss Fraction** 1.3 %

Module Quality Loss **Loss Fraction** 0.0 %

Module Mismatch Losses **Loss Fraction** 0.5 % at MPP

Grid-Connected System: Simulation parameters (continued)

Incidence effect, user defined profile

10°	20°	30°	40°	50°	60°	70°	80°	90°
1.00	1.00	1.00	1.00	1.00	0.99	0.92	0.73	0.00

User's needs :

Unlimited load (grid)

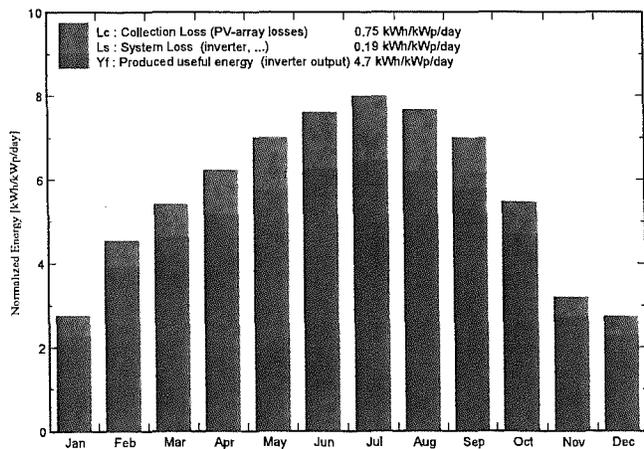
Grid-Connected System: Main results

Project : Bonanza_Pro prospector_TGY
Simulation variant : Bonanza_Pro prospector_TGY

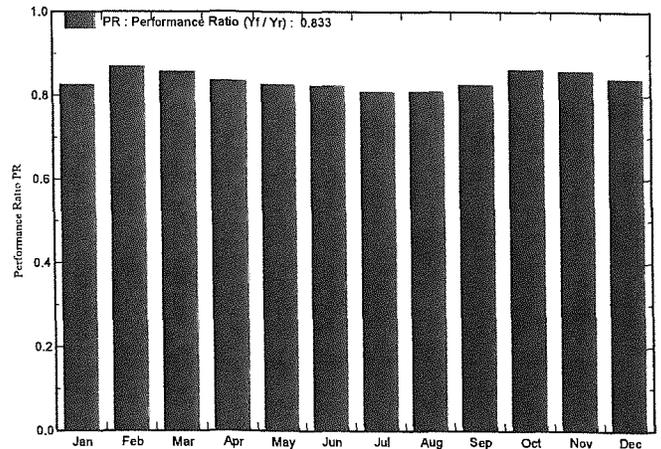
Main system parameters		System type	Grid-Connected
PV Field Orientation	Sheds disposition, tilt	30°	azimuth 0°
PV modules	Model	CS6X - 305P	Pnom 305 Wp
PV Array	Nb. of modules	27550	Pnom total 8403 kWp
Inverter	Model	Sunny Central 750CP-US	Pnom 750 kW ac
Inverter pack	Nb. of units	8.0	Pnom total 6000 kW ac
User's needs	Unlimited load (grid)		

Main simulation results
 System Production **Produced Energy 14407 MWh/year** Specific prod. 1715 kWh/kWp/year
 Performance Ratio PR **83.3 %**

Normalized productions (per installed kWp): Nominal power 8403 kWp



Performance Ratio PR



Bonanza_Pro prospector_TGY
Balances and main results

	GlobHor kWh/m ²	T Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray MWh	E_Grid MWh	EffArrR %	EffSysR %
January	52.0	0.25	85.6	75.2	621	594	13.71	13.13
February	82.6	0.94	127.3	116.6	969	930	14.40	13.82
March	132.4	1.77	168.0	156.1	1259	1210	14.18	13.62
April	167.7	6.76	186.9	176.1	1364	1311	13.81	13.27
May	215.1	11.61	217.1	207.4	1570	1508	13.68	13.14
June	238.0	14.87	228.1	218.1	1643	1579	13.62	13.10
July	252.1	19.69	247.7	236.6	1751	1684	13.38	12.86
August	219.5	18.13	237.6	227.2	1682	1617	13.39	12.88
September	169.1	16.21	210.0	201.9	1515	1457	13.65	13.12
October	115.2	9.38	169.4	163.0	1277	1227	14.26	13.70
November	60.8	5.83	95.9	89.0	721	692	14.23	13.65
December	47.5	-1.72	84.8	75.0	625	598	13.95	13.35
Year	1752.0	8.68	2058.3	1942.3	14996	14407	13.78	13.24

Legends: GlobHor Horizontal global irradiation EArray Effective energy at the output of the array
 T Amb Ambient Temperature E_Grid Energy injected into grid
 GlobInc Global incident in coll. plane EffArrR Effic. Eout array / rough area
 GlobEff Effective Global, corr. for IAM and shadings EffSysR Effic. Eout system / rough area

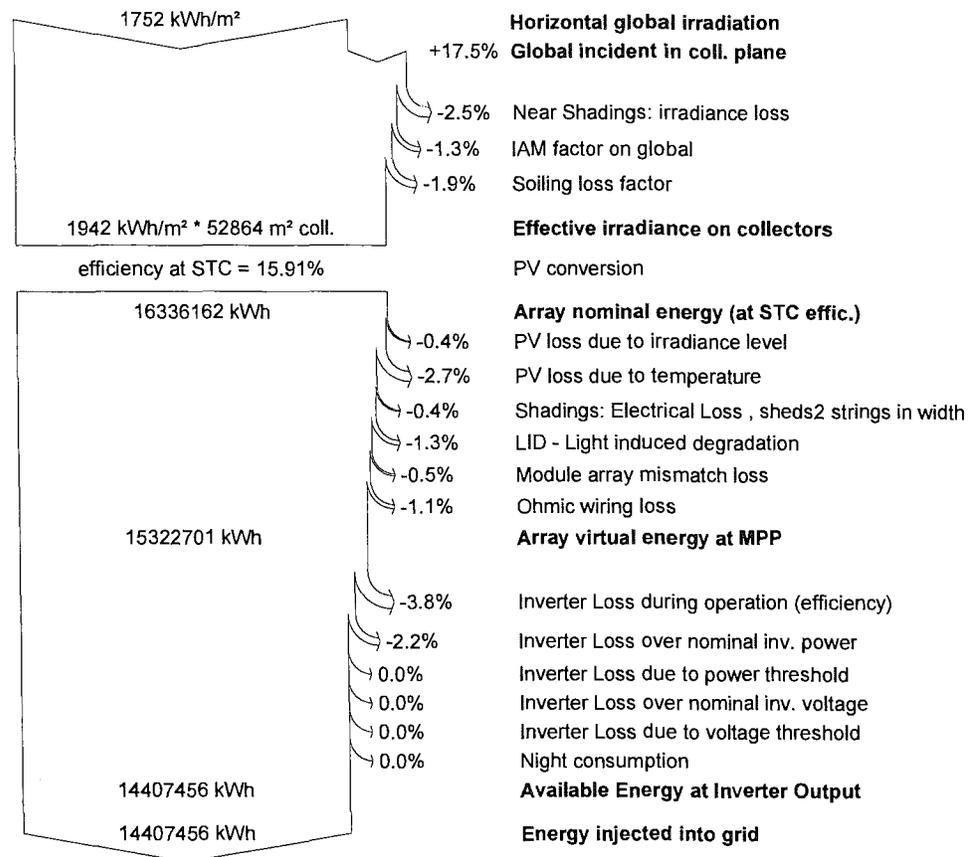
Grid-Connected System: Loss diagram

Project : Bonanza_Pro prospector_TGY

Simulation variant : Bonanza_Pro prospector_TGY

Main system parameters	System type	Grid-Connected		
PV Field Orientation	Sheds disposition, tilt	30°	azimuth	0°
PV modules	Model	CS6X - 305P	Pnom	305 Wp
PV Array	Nb. of modules	27550	Pnom total	8403 kWp
Inverter	Model	Sunny Central 750CP-US	Pnom	750 kW ac
Inverter pack	Nb. of units	8.0	Pnom total	6000 kW ac
User's needs	Unlimited load (grid)			

Loss diagram over the whole year



Grid-Connected System: P50 - P90 evaluation

Project : Bonanza_Pro prospector_TGY

Simulation variant : Bonanza_Pro prospector_TGY

Main system parameters		System type	Grid-Connected	
PV Field Orientation	Sheds disposition, tilt	30°	azimuth	0°
PV modules	Model	CS6X - 305P	Pnom	305 Wp
PV Array	Nb. of modules	27550	Pnom total	8403 kWp
Inverter	Model	Sunny Central 750CP-US	Pnom	750 kW ac
Inverter pack	Nb. of units	8.0	Pnom total	6000 kW ac
User's needs	Unlimited load (grid)			

Evaluation of the Production probability forecast

The probability distribution of the system production forecast for different years is mainly dependent on the meteo data used for the simulation, and depends on the following choices:

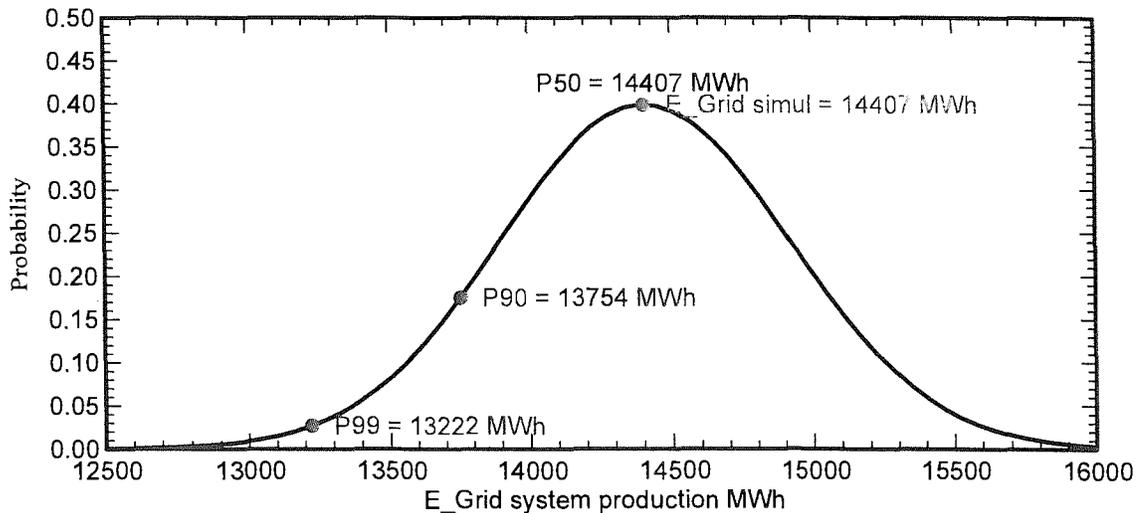
Meteo data source	NREL: Prospector		
Meteo data	Kind	Not defined	Year 1995
Specified Deviation	Year deviation from aver.	3 %	
Year-to-year variability	Variance	2.5 %	

The probability distribution variance is also depending on some system parameters uncertainties

Specified Deviation	PV module modelling/parameters	2.0 %	
	Inverter efficiency uncertainty	0.5 %	
	Soiling and mismatch uncertainties	1.0 %	
	Degradation uncertainty	1.0 %	
Global variability (meteo + system)	Variance	3.5 %	(quadratic sum)

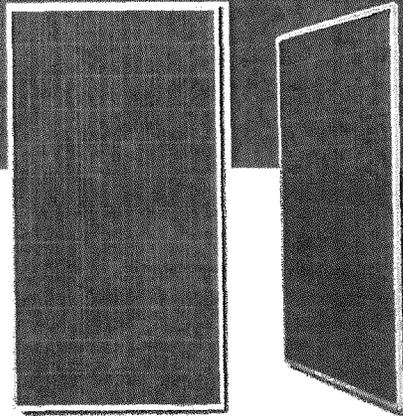
Annual production probability	Variability	509381 kWh
	P50	14407456 kWh
	P90	13754284 kWh
	P99	13221936 kWh

Probability distribution



MAX POWER

CS6X-300 | 305 | 310P



THE BEST IN CLASS

Canadian Solar's modules are the best in class in terms of power output and long term reliability. Our meticulous product design and stringent quality control ensure our modules deliver an exceptionally high PV energy yield in live PV system as well as in PVsyst's system simulation. Our accredited in-house PV testing facilities guarantee all module component materials meet the highest quality standards possible.

PRODUCT | KEY FEATURES



Excellent module efficiency up to 16.16%



High performance at low irradiance above 96.0%



Positive power tolerance up to 5w



High PTC rating up to 91.94%



Anti-glare module surface available



IP67 junction box long-term weather endurance

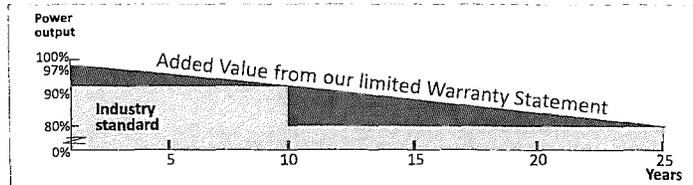


Heavy snow load up to 5400pa



Salt mist, ammonia and blown sand resistance, for seaside, farm and desert environment

PRODUCT | WARRANTY & INSURANCE



25 Year Industry leading linear power output warranty
10 Year Product warranty on materials and workmanship



Canadian Solar provides 100% non-cancellable, immediate warranty insurance

PRODUCT & MANAGEMENT SYSTEM | CERTIFICATES*

IEC 61215 / IEC 61730: VDE / CE / MCS / SII / KEMCO / CEC AU / CQC / INMETRO
UL 1703 / IEC 61215 performance: CEC listed (US) / FSEC (US Florida)
UL 1703: CSA | IEC 61701 ED2: VDE | IEC 62716: TUV | IEC60068-2-68: SGS
PV CYCLE (EU) | UNI9177 Reaction to Fire: Class 1

ISO9001:2008 | Quality management system
ISOTS16949:2009 | The automotive industry quality management system
ISO14001:2004 | Standards for environmental management system
QC080000:2012 | The certificate for hazardous substances process management
OHSAS 18001:2007 | International standards for occupational health and safety



*Please contact your sales representative for the entire list of certificates applicable to your products

CANADIAN SOLAR INC.

Founded in 2001 in Canada, Canadian Solar Inc., (NASDAQ: CSIQ) is the world's TOP 3 solar power company. As a leading manufacturer of solar modules and PV project developer with about 6 GW of premium quality modules deployed around the world in the past 13 years, Canadian Solar is one of the most bankable solar companies in Europe, USA, Japan and China. Canadian Solar operates in six continents with customers in over 90 countries and regions. Canadian Solar is committed to providing high quality solar products, solar system solutions and services to customers around the world.



ELECTRICAL DATA | STC

Electrical Data	CS6X-300P	CS6X-305P	CS6X-310P
Nominal Maximum Power (Pmax)	300 W	305 W	310W
Optimum Operating Voltage (Vmp)	36.1 V	36.3 V	36.4V
Optimum Operating Current (Imp)	8.30 A	8.41 A	8.52A
Open Circuit Voltage (Voc)	44.6 V	44.8 V	44.9V
Short Circuit Current (Isc)	8.87 A	8.97 A	9.08A
Module Efficiency	15.63 %	15.90 %	16.16%
Operating Temperature	-40 °C~+85 °C		
Maximum System Voltage	1000 V (IEC) / 1000 V (UL) / 600 V (UL)		
Maximum Series Fuse Rating	15 A		
Application Classification	Class A		
Power Tolerance	0 ~ +5 W		

*Under Standard Test Conditions (STC) of irradiance of 1000W/m², spectrum AM 1.5 and cell temperature of 25°C.

ELECTRICAL DATA | NOCT

Electrical Data	CS6X-300P	CS6X-305P	CS6X-310P
Nominal Maximum Power (Pmax)	218 W	221 W	225W
Optimum Operating Voltage (Vmp)	32.9 V	33.1 V	33.2V
Optimum Operating Current (Imp)	6.61 A	6.68 A	6.77A
Open Circuit Voltage (Voc)	41.0 V	41.2 V	41.3V
Short Circuit Current (Isc)	7.19 A	7.27 A	7.36A

*Under Nominal Operating Cell Temperature (NOCT), irradiance of 800 W/m², spectrum AM 1.5, ambient temperature 20°C, wind speed 1 m/s.

MODULE | MECHANICAL DATA

Specification	Data
Cell Type	Poly-crystalline, 6inch
Cell Arrangement	72 (6 x 12)
Dimensions	1954 x 982 x 40mm (76.93 x 38.7 x 1.57in)
Weight	22kg (48.5 lbs)
Front Cover	3.2mm tempered glass
Frame Material	Anodized aluminium alloy
J-BOX	IP67, 3 diodes
Cable	4mm ² (IEC)/4mm ² &12AWG 1000 V(UL1000V)/12AWG(UL600V), 1150mm/1300mm**
Connectors	MC4 or MC4 comparable
Standard Packaging	24pcs, 608kg (quantity and weight per pallet)
Module Pieces per container	528pcs (40'HQ)

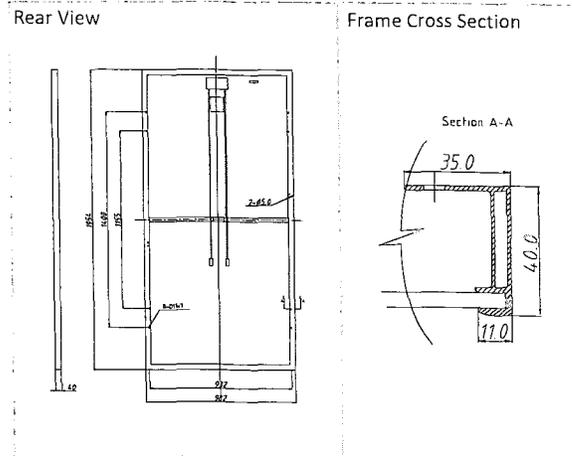
TEMPERATURE CHARACTERISTICS

Specification	Data
Temperature Coefficient (Pmax)	-0.43 %/°C
Temperature Coefficient (Voc)	-0.34 %/°C
Temperature Coefficient (Isc)	0.065 %/°C
Nominal Operating Cell Temperature	45±2 °C

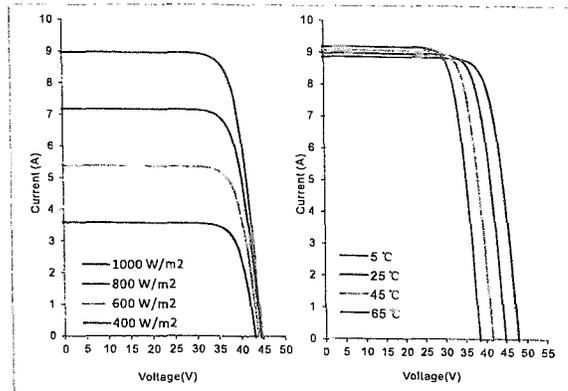
PERFORMANCE AT LOW IRRADIANCE

Industry leading performance at low irradiation, +96.5% module efficiency from an irradiance of 1000W/m² to 200W/m² (AM 1.5, 25 °C)

MODULE | ENGINEERING DRAWING



CS6X-305P | I-V CURVES



Partner Section

As there are different certification requirements in different markets, please contact your sales representative for the specific certificates applicable to your products. The specification and key features described in this Datasheet may deviate slightly and are not guaranteed. Due to on-going innovation, research and product enhancement, Canadian Solar Inc. reserves the right to make any adjustment to the information described herein at any time without notice. Please always obtain the most recent version of the datasheet which shall be duly incorporated into the binding contract made by the parties governing all transactions related to the purchase and sale of the products described herein.

**The CS6X with cable of 1300mm is only for Canadian market.



EXHIBIT E

START-UP TESTING

Start-Up Testing shall consist of the Quality Assurance/Quality Control plans and procedures developed by the EPC Contractor.

Contractor shall submit to Owner a final copy of its quality assurance/quality control (QA/QC) plan for review not later than 45 days after contract execution for Owner review and comment.

The QA/QC program shall include, but is not limited to, such procedures and systems as the following:

- Road construction
- Rebar and conduit placement
- Concrete placement and testing
- All wire insulation testing—Megger testing or very low frequency testing
- Mechanical system—trackers, mounting structures, tracker controls
- Factory testing of inverters and transformers by the manufacturer
- PV source open-circuit measurements—VOC at combiner boxes
- Fuse tests
- Termination pull testing
- All visual inspections
- Grounding continuity testing
- Earth-ground resistivity testing
- PV module inspection and manufacturer documentation of factory test per the manufacturer's existing program
- Metering and instrumentation calibration testing
- Step-up transformer field testing
- Inverter phase rotation and matching with utility
- Relay settings/transfer trip/etc. at the point of interconnection to Owner
- Other Contractor-prescribed procedures

All QA/QC testing procedures onsite shall be witnessed and documented by a qualified representative of Contractor. Owner shall observe and witness QA/QC as necessary and at its discretion. A qualified field engineer/QA representative of Contractor shall date and sign documentation indicating completion and acceptance of each onsite QA/QC test procedures.

Following installation, Contractor shall provide a proposed commissioning and startup plan for the Plant.

Contractor shall coordinate with Owner to develop an acceptable commissioning plan that includes a checkout and startup procedure. This work will assure: that systems are activated in a manner that is safe for personnel as well as for the equipment, that Contractor work is complete and according to the contract documents, and that the systems perform as required by the contract documents and are ready to be turned over to Owner. As the construction and installation of the systems nears completion, Contractor shall prepare punch lists and conduct system walk-downs, sub-system and system checkouts, startups, testing, and turnovers.

The final approved Commissioning Procedures shall, at minimum, include the following:

- Safety plan during startup and commissioning
- Review of all QA/QC testing on the DC and AC sides of inverters
- Detailed procedure for PV Plant startup, including switching sequencing
- Confirm testing and energizing inverters in conformance with manufacturer's recommended procedures; note operating voltages; and confirm inverter is performing as expected
- Under full sun conditions, and after at least 15 minutes of operation, taking and recording PV Plant operating data—such as but not limited to MWDC, MWAC, VDC, VAC, IDC, IAC, Solar Radiation, etc.
- Testing the system control and monitoring system to verify that it is performing correctly
- Testing the communication system for offsite monitoring

- Testing the Plant metering and protective relaying in conjunction with the utility during energization procedures
- Detailed procedure for interface and initialization with the grid
- Documentation of successful startup and commissioning procedure
- Written notification submitted by Contractor to Owner that the completion of Commissioning has occurred

Upon successful completion of energizing and startup, the Plant will be considered operable.

EXHIBIT F
Seller Authorization to Release Generation Data to PacifiCorp

See attached letter

Seller Authorization to Release Generation Data to PacifiCorp

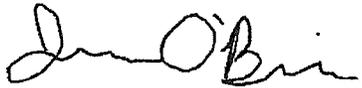
Norwest Energy 4, LLC
3250 Ocean Park Boulevard, Suite 355
Santa Monica, CA 90405

Transmission Services
Attn: Senior Vice President, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: Bonanza / OGIQ0577 Interconnection Request

Dear Sir:

Norwest Energy 4, LLC hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Bonanza/OGIQ0577's generator interconnection information and generator meter data with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Norwest Energy 4, LLC acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.



Name: Jerome O'Brien
Title: Vice President
Date: January 15, 2015

EXHIBIT G
SCHEDULE 37 and PRICING SUMMARY TABLE

Year	On-Peak ¢/kWh	Off-Peak ¢/kWh
2016	6.04	3.69
2017	6.32	3.91
2018	6.66	4.21
2019	6.99	4.50
2020	6.94	4.41
2021	7.23	4.65
2022	7.67	5.04
2023	7.92	5.24
2024	7.89	5.16
2025	8.09	5.32
2026	8.39	5.57
2027	8.66	5.78
2028	8.88	5.95
2029	9.07	6.09
2030	9.20	6.16
2031	9.35	6.25

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Page 1

Available

To owners of Qualifying Facilities making sales of electricity to the Company in the State of Oregon.

Applicable

For power purchased from Qualifying Facilities with a nameplate capacity of 10,000 kW or less or that, together with any other electric generating facility using the same motive force, owned or controlled by the same person(s) or affiliated person(s), and located at the same site, has a nameplate capacity of 10,000 kW or less. Owners of these Qualifying Facilities will be required to enter into a written power sales contract with the Company.

Definitions

Cogeneration Facility

A facility which produces electric energy together with steam or other form of useful energy (such as heat) which are used for industrial, commercial, heating or cooling purposes through the sequential use of energy.

Qualifying Facilities

Qualifying cogeneration facilities or qualifying small power production facilities within the meaning of section 201 and 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA), 16 U.S.C. 796 and 824a-3.

Small Power Production Facility

A facility which produces electric energy using as a primary energy source biomass, waste, renewable resources or any combination thereof and has a power production capacity which, together with other facilities located at the same site, is not greater than 80 megawatts.

On-Peak Hours or Peak Hours

On-peak hours are defined as 6:00 a.m. to 10:00 p.m. Pacific Prevailing Time Monday through Saturday, excluding NERC holidays.

Due to the expansions of Daylight Saving Time (DST) as adopted under Section 110 of the U.S. Energy Policy Act of 2005, the time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April and for the period between the last Sunday in October and the first Sunday in November.

Off-Peak Hours

All hours other than On-Peak.

West Side Gas Market Index

The monthly indexed gas price shall be the average of the price indexes published by Platts in "Inside FERC's Gas Market Report" monthly price report for Northwest Pipeline Corp. Rock Mountains, Northwest Pipeline Corp. Canadian Border, and Rockies/Northwest Stanfield, OR.

Excess Output

Excess output shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Nameplate Capacity. PacifiCorp shall pay Seller the Off-peak Price as described and calculated under pricing option 5 for all Excess Output.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS****Same Site**

Generating facilities are considered to be located at the same site as the QF for which qualification for the standard rates and standard contract is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for the standard rates and standard contract is sought.

Person(s) or Affiliated Person(s)

A natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. Two facilities will not be held to be owned or controlled by the same person(s) or affiliated person(s) solely because they are developed by a single entity. Two facilities will not be held to be owned or controlled by the same person(s) or affiliated person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit. A unit of Oregon local government may also be a "passive investor" if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Shared Interconnection and Infrastructure

QFs otherwise meeting the separate ownership test and thereby qualified for entitlement to the standard rates and standard contract will not be disqualified by utilizing an interconnection or other infrastructure not providing motive force or fuel that is shared with other QFs qualifying for the standard rates and standard contract so long as the use of the shared interconnection complies with the interconnecting utility's safety and reliability standards, interconnection contract requirements and Prudent Electrical Practices as that term is defined in the interconnecting utility's approved standard contract.

Dispute Resolution

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to the standard rates and standard contract. Any dispute concerning a QF's entitlement to the standard rates and standard contract shall be presented to the Commission for resolution.

Self Supply Option

Owner shall elect to sell all Net Output to PacifiCorp and purchase its full electric requirements from PacifiCorp or sell Net Output surplus to its needs at the Facility site to PacifiCorp and purchase partial electric requirements service from PacifiCorp, in accordance with the terms and conditions of the power purchase agreement and the appropriate retail service.

(continued)

Pricing Options

1. Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Fixed Avoided Cost Prices are available for a contract term of up to 15 years and prices under a longer term contract (up to 20 years) will thereafter be under either the Firm Market Indexed, the Banded Gas Market Indexed or the Gas Market Indexed Avoided Cost pricing option.

2. Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2012 through 2015), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. Prices are available for a term of up to 20 years.

3. Banded Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (2012 through 2015), thereafter a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the Qualifying Facility and the Company and will not change during the term of the contract. The gas indexed portion of the avoided cost prices are banded to limit the amount that prices can vary with changes in gas prices. Prices are available for a term of up to 20 years.

4. Firm Market Indexed Avoided Cost Prices

Firm market index avoided cost prices are available to Qualifying Facilities that contract to deliver firm power. Monthly on-peak / off-peak prices paid are a blending of Intercontinental Exchange (ICE) Day Ahead Power Price Report at market hubs for on-peak and off-peak prices. The monthly blending matrix is available upon request.

5. Non-firm Market Index Avoided Cost Prices

Non- Firm market index avoided cost prices are available to Qualifying Facilities that do not elect to provide firm power. Qualifying Facilities taking this option will have contracts that do not include minimum delivery requirements, default damages for construction delay, for under delivery or early termination, or default security for these purposes. Monthly On-Peak / Off-Peak prices paid are a blending of ICE Day Ahead Power Price Report at market hubs for on-peak and off-peak prices. The monthly blending matrix is available upon request.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Monthly Payments

A Qualifying Facility shall select the option of payment at the time of signing the contract under one of three Pricing Options as specified above. Once an option is selected the option will remain in effect for the duration of the Facility's contract.

Fixed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the fixed prices as provided in this tariff. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

Gas Market Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.696 to get actual gas price in cents/kWh. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

Banded Gas Indexed Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at On-Peak and Off-Peak prices calculated each month.

To calculate the Off-Peak price, multiply the West Side Gas Market Index price in \$/MMBtu by 0.696 to get actual gas price in cents/kWh. This price is banded such that the actual gas price shall be no lower than the Gas Market Index Floor nor greater than the Gas Market Index Ceiling as listed in the price section of this tariff. The Off-Peak Energy Adder is added to the actual gas price to get the Off-Peak Price.

The On-Peak price is the Off-Peak price plus the On-Peak Capacity Adder.

Firm Market Indexed and Non-firm Market Index Avoided Cost Prices

In accordance with the terms of a contract with a Qualifying Facility, the Company shall pay for all separately metered kilowatt-hours of On-Peak and Off-Peak generation at the market prices calculated at the time of delivery. The definition of On-Peak and Off-Peak is as defined in the definitions section of this tariff.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices
Pricing Option 1 – Fixed Avoided cost Prices ¢/kWh

Deliveries During Calendar Year	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)
2012	3.09	2.32
2013	3.72	2.62
2014	4.13	2.80
2015	4.39	2.99
2016	6.04	3.69
2017	6.32	3.91
2018	6.66	4.21
2019	6.99	4.50
2020	6.94	4.41
2021	7.23	4.65
2022	7.67	5.04
2023	7.92	5.24
2024	7.89	5.16
2025	8.09	5.32
2026	8.39	5.57
2027	8.66	5.78
2028	8.88	5.95
2029	9.07	6.09
2030	9.20	6.16

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Avoided Cost Prices (Continued)

Pricing Option 2 – Gas Market Indexed Avoided Cost Prices ¢/kWh

Deliveries During Calendar Year	Fixed Prices		Gas Market Index		Forecast West Side Gas Market Index Price (2) \$/MMBtu	Estimated Prices (3)	
	On-Peak Energy Price (a)	Off-Peak Energy Price (b)	On-Peak Capacity Adder (1) (c)	Off-Peak Energy Adder (d)		On-Peak Energy Price (f)	Off-Peak Energy Price (g)
			Avoided Firm Capacity Costs / (0.876 * 88.6% * 57%)	Total Avoided Energy Costs - ((e) * 0.696)		(g) + (c)	((e) * 0.696) + (d)
2012	3.09	2.32					
2013	3.72	2.62					
2014	4.13	2.80					
2015	4.39	2.99					
			Market Based Prices 2012 through 2015				
2016			2.36	0.44	\$4.66	6.042	3.685
2017			2.40	0.47	\$4.95	6.316	3.914
2018			2.45	0.47	\$5.38	6.660	4.212
2019			2.49	0.47	\$5.79	6.988	4.496
2020			2.53	0.47	\$5.66	6.943	4.409
2021			2.58	0.48	\$5.98	7.225	4.645
2022			2.63	0.50	\$6.53	7.667	5.041
2023			2.67	0.52	\$6.78	7.916	5.242
2024			2.72	0.53	\$6.66	7.885	5.163
2025			2.77	0.54	\$6.87	8.093	5.322
2026			2.82	0.55	\$7.21	8.385	5.565
2027			2.87	0.57	\$7.49	8.655	5.781
2028			2.93	0.60	\$7.69	8.877	5.948
2029			2.98	0.62	\$7.85	9.070	6.086
2030			3.04	0.64	\$7.92	9.197	6.156
2031			3.10	0.64	\$8.06	9.348	6.246
2032			3.16	0.65	\$8.21	9.526	6.365
2033			3.22	0.66	\$8.37	9.705	6.484
2034			3.29	0.68	\$8.53	9.902	6.616

- (1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.
- (2) A heat rate of 0.696 is used to adjust gas prices from \$/MMBtu to ¢/kWh
- (3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.
Actual prices will be calculated each month using actual index gas prices.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Avoided Cost Prices (Continued)

Pricing Option 3 – Banded Gas Market Indexed Avoided Cost Prices \$/kWh

Deliveries During Calendar Year	Fixed Prices		Banded Gas Market Index				Forecast West Side Gas Market Index Price (2) \$/MMBtu	Estimated Prices (3)	
	On-Peak	Off-Peak	On-Peak	Off-Peak	Gas Market Index			On-Peak	Off-Peak
	Energy	Energy	Capacity	Energy	Floor	Ceiling		Energy	Energy
	Price	Price	Adder (1)	Adder	90%	110%		Price	Price
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	
		Avoided Firm Capacity Costs / (0.876 * 88.6% * 57%)	Total Avoided Energy Costs - ((e) * 0.696)	(g) * 0.696 * 90%	(g) * 0.696 * 110%		(i) + (c)	MIN(MAX((g) * 0.696), (e)), (f) + (d)	
2012	3.09	2.32							
2013	3.72	2.62							
2014	4.13	2.80							
2015	4.39	2.99							
			Market Based Prices 2010 through 2013						
2016			2.36	0.44	2.92	3.57	\$4.66	6.04	3.69
2017			2.40	0.47	3.10	3.79	\$4.95	6.32	3.91
2018			2.45	0.47	3.37	4.12	\$5.38	6.66	4.21
2019			2.49	0.47	3.63	4.43	\$5.79	6.99	4.50
2020			2.53	0.47	3.55	4.33	\$5.66	6.94	4.41
2021			2.58	0.48	3.75	4.58	\$5.98	7.23	4.65
2022			2.63	0.50	4.09	5.00	\$6.53	7.67	5.04
2023			2.67	0.52	4.25	5.19	\$6.78	7.92	5.24
2024			2.72	0.53	4.17	5.10	\$6.66	7.89	5.16
2025			2.77	0.54	4.30	5.26	\$6.87	8.09	5.32
2026			2.82	0.55	4.52	5.52	\$7.21	8.39	5.57
2027			2.87	0.57	4.69	5.73	\$7.49	8.66	5.78
2028			2.93	0.60	4.82	5.89	\$7.69	8.88	5.95
2029			2.98	0.62	4.92	6.01	\$7.85	9.07	6.09
2030			3.04	0.64	4.96	6.06	\$7.92	9.20	6.16
2031			3.10	0.64	5.05	6.17	\$8.06	9.35	6.25
2032			3.16	0.65	5.14	6.29	\$8.21	9.53	6.37
2033			3.22	0.66	5.24	6.41	\$8.37	9.71	6.48
2034			3.29	0.68	5.34	6.53	\$8.53	9.90	6.62

- (1) Avoided Firm Capacity Costs are equal to the fixed costs of a SCCT as identified in the Company's 2011 IRP.
- (2) A heat rate of 0.696 is used to adjust gas prices from \$/MMBtu to \$/kWh
- (3) Estimated avoided cost prices based upon forecast West Side Gas Market Index prices.
Actual prices will be calculated each month using actual index gas prices.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

Example of Gas Pricing Options available to the Qualifying Facility

An example of the two gas pricing options using different assumed gas prices is provided at the end of this tariff.

Qualifying Facilities Contracting Procedure

Interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (PacifiCorp Commercial and Trading).

It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to allow time for studies, negotiation of agreements, engineering, procurement, and construction of the required interconnection facilities. Early application for interconnection will help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

1. Qualifying Facilities up to 10,000 kW

APPLICATION: To owners of existing or proposed QFs with a design capacity less than or equal to 10,000 kW who desire to make sales to the Company in the state of Oregon. Such owners will be required to enter into a written power purchase agreement with the Company pursuant to the procedures set forth below.

I. Process for Completing a Power Purchase Agreement

A. Communications

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

PacifiCorp
Manager-QF Contracts
825 NE Multnomah St, Suite 600
Portland, Oregon 97232

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

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

B. Procedures

1. The Company's approved generic or standard form power purchase agreements may be obtained from the Company's website at www.pacificorp.com, or if the owner is unable to obtain it from the website, the Company will send a copy within seven days of a written request.
2. In order to obtain a project specific draft power purchase agreement the owner must provide in writing to the Company, general project information required for the completion of a power purchase agreement, including, but not limited to:
 - (a) demonstration of ability to obtain QF status;
 - (b) design capacity (MW), station service requirements, and net amount of power to be delivered to the Company's electric system;
 - (c) generation technology and other related technology applicable to the site;
 - (d) proposed site location;
 - (e) schedule of monthly power deliveries;
 - (f) calculation or determination of minimum and maximum annual deliveries;
 - (g) motive force or fuel plan;
 - (h) proposed on-line date and other significant dates required to complete the milestones;
 - (i) proposed contract term and pricing provisions (i.e., fixed, deadband, gas indexed);
 - (j) status of interconnection or transmission arrangements;
 - (k) point of delivery or interconnection;
3. The Company shall provide a draft power purchase agreement when all information described in Paragraph 2 above has been received in writing from the QF owner. Within 15 business days following receipt of all information required in Paragraph 2, the Company will provide the owner with a draft power purchase agreement including current standard avoided cost prices and/or other optional pricing mechanisms as approved by the Oregon Public Utilities Commission in this Schedule 37.
4. If the owner desires to proceed with the power purchase agreement after reviewing the Company's draft power purchase agreement, it may request in writing that the Company prepare a final draft power purchase agreement. In connection with such request, the owner must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft power purchase agreement. Within 15 business days following receipt of all information requested by the Company in this paragraph 4, the Company will provide the owner with a final draft power purchase agreement.

(continued)

B. Procedures (continued)

- 5 After reviewing the final draft power purchase agreement, the owner may either prepare another set of written comments and proposals or approve the final draft power purchase agreement. If the owner prepares written comments and proposals the Company will respond in 15 business days to those comments and proposals.

6. When both parties are in full agreement as to all terms and conditions of the draft power purchase agreement, the Company will prepare and forward to the owner within 15 business days, a final executable version of the agreement. Following the Company's execution a completely executed copy will be returned to the owner. Prices and other terms and conditions in the power purchase agreement will not be final and binding until the power purchase agreement has been executed by both parties.

II. Process for Negotiating Interconnection Agreements

[NOTE: Section II applies only to QFs connecting directly to PacifiCorp's electrical system. An off-system QF should contact its local utility or transmission provider to determine the interconnection requirements and wheeling arrangement necessary to move the power to PacifiCorp's system.]

In addition to negotiating a power purchase agreement, QFs intending to make sales to the Company are also required to enter into an interconnection agreement that governs the physical interconnection of the project to the Company's transmission or distribution system. The Company's obligation to make purchases from a QF is conditioned upon the QF completing all necessary interconnection arrangements. It is recommended that the owner initiate its request for interconnection 18 months ahead of the anticipated in-service date to help ensure that necessary interconnection arrangements proceed in a timely manner on a parallel track with negotiation of the power purchase agreement.

Because of functional separation requirements mandated by the Federal Energy Regulatory Commission, interconnection and power purchase agreements are handled by different functions within the Company. Interconnection agreements (both transmission and distribution level voltages) are handled by the Company's transmission function (including but not limited to PacifiCorp Transmission Services) while power purchase agreements are handled by the Company's merchant function (including but not limited to PacifiCorp's Commercial and Trading Group).

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**

II. Process for Negotiating Interconnection Agreements (continued)

A. Communications

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

PacifiCorp
Director – Transmission Services
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232

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

B. Procedures

Generally, the interconnection process involves (1) initiating a request for interconnection, (2) undertaking studies to determine the system impacts associated with the interconnection and the design, cost, and schedules for constructing any necessary interconnection facilities, and (3) executing an interconnection agreement to address facility construction, testing, acceptance, ownership, operation and maintenance issues. Consistent with PURPA and Oregon Public Utility Commission regulations, the owner is responsible for all interconnection costs assessed by the Company on a nondiscriminatory basis. For interconnections impacting the Company's Transmission and Distribution System, the Company will process the interconnection application through PacifiCorp Transmission Services.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Example of Gas Pricing Options given Assumed Gas Prices ¢/kWh

Banded Gas Market Index												
Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Gas Market Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
					(e) x 0.696				(b) + (g)	(a) + (j)		
2016	2.36	0.44	2.92	3.57	\$2.00	1.39	2.92	Floor	3.36	5.72	3.69	6.04
					\$4.00	2.78	2.92	Floor	3.36	5.72		
					\$5.00	3.48	3.48	Actual	3.92	6.28		
					\$7.00	4.87	3.57	Ceiling	4.01	6.37		
					\$10.00	6.96	3.57	Ceiling	4.01	6.37		

Gas Market Method												
Year	Prices Listed in the Tariff				Example using assumed Gas Prices						Compared to Fixed Prices	
	On-Peak Capacity Adder	Off-Peak Energy Adder	Fuel Index		Assumed Gas Price \$/MMBtu	Actual Energy Price	Fuel Index		Price Paid to QF		Off-Peak Price	On-Peak Price
			Floor 90%	Ceiling 110%			Floor / Ceiling Component	Type of Price	Off-Peak Price	On-Peak Price		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	
					(e) x 0.696				(b) + (f)	(a) + (j)		
2016	2.36	0.44	Not Relevant		\$2.00	1.39			1.83	4.19	3.69	6.04
					\$4.00	2.78			3.22	5.58		
					\$5.00	3.48	Not Relevant		3.92	6.28		
					\$7.00	4.87			5.31	7.67		
					\$10.00	6.96			7.40	9.76		

ADDENDUM A
Jury Trial Waiver

PacifiCorp and Norwest Energy 4, LLC are parties to that certain Power Purchase Agreement executed the date last written below (the "PPA"). This Addendum A to the PPA is entered into by and between PacifiCorp and Norwest Energy 4, LLC and is intended to be interpreted and applied to the PPA.

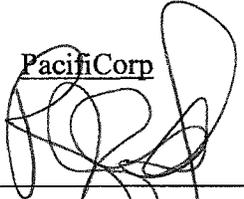
Whereas, the Parties for their respective business purposes have an interest in not presenting a dispute to a jury for trial should a dispute arise between the Parties;

NOW, THEREFORE, for independent consideration, the receipt and sufficiency of which is acknowledged by both Parties, the Parties do hereby declare and agree as follows:

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 Addendum A to the PPA is executed and made effective this 29th day of May, 2015.

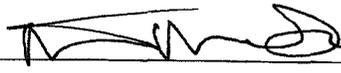
PacifiCorp

By:  _____

Name: Bruce Griswold

Title: Director, Short-Term Origination
and QF Contracts

Norwest Energy 4, LLC

By:  _____

Name: Matt McGovern

Title: President