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REPORT NAME: Qualifying Facilities Transactions

COMPANY NAME: Pacific Power

DOES REPORT CONTAIN CONFIDENTIAL INFORMATION? [X]No []Yes

If yes, please submit only the cover letter electronically. Submit confidential information as directed in OAR 860-001-0070 or the terms of an applicable protective order.

If known, please select designation: [X]RE (Electric) []RG (Gas) []RW (Water) []RO (Other)

Report is required by: [X]OAR 860-029-0020

[]Statute

[]Order

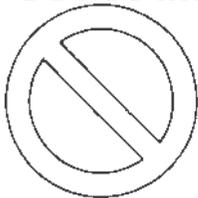
[]Other

Is this report associated with a specific docket/case? []No [X]Yes

If yes, enter docket number: RE 142

List applicable Key Words for this report to facilitate electronic search:
Qualifying Facility

DO NOT electronically file with the PUC Filing Center:



- Annual Fee Statement form and payment remittance or
• OUS or RSPF Surcharge form or surcharge remittance or
• Any other Telecommunications Reporting or
• Any daily safety or safety incident reports or
• Accident reports required by ORS 654.715

Please file the above reports according to their individual instructions.

October 20, 2015

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

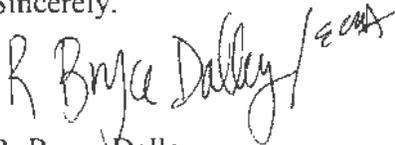
RE: RE-142 - Informational Filing on Qualifying Facility Transactions

In accordance with OAR 860-029-0020(1), PacifiCorp submits electronic copies of executed qualifying facility (QF) power purchase agreements (PPA), as listed on Attachment A. Due to the voluminous size, the non-confidential attachments are provided on the enclosed CDs.

These PPAs were entered into under the Public Utility Regulatory Policies Act of 1978 (PURPA). Under OAR 860-029-0020(1), public utilities must file a true copy of executed PPAs between the utility and PURPA QFs.

If you have any questions, please contact Erin Apperson, Manager, Regulatory Affairs, at (503) 813-6642.

Sincerely,



R. Bryce Dalley
Vice President, Regulation

Enclosures

cc: Brittany Andrus, PUC Staff

RE-142

Informational Filing – QF Agreements

October 20, 2015

Attachment A

Oregon / PacifiCorp

Docket: RE-142 – Informational Filing

Qualifying Facility (QF) Agreements per OAR 860-029-0020(1)

Oregon Qualifying Facility (QF) Agreements ** NON-CONFIDENTIAL **
Chiloquin Solar, LLC (Saturn Power Corporation)
Tumbleweed Solar, LLC (Saturn Power Corporation)

POWER PURCHASE AGREEMENT

BETWEEN

CHILOQUIN SOLAR LLC

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

AND

PACIFICORP

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EXHIBIT B: SELLER'S INTERCONNECTION FACILITIES
EXHIBIT C: REQUIRED FACILITY DOCUMENTS
EXHIBIT D-1: SELLER'S MOTIVE FORCE PLAN
EXHIBIT D-2: ENGINEER'S CERTIFICATION OF MOTIVE FORCE PLAN
EXHIBIT E: START-UP TESTING
EXHIBIT F: SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO
PACIFICORP
EXHIBIT G: SCHEDULE 37 AND PRICING SUMMARY TABLE
EXHIBIT H: GREEN TAG ATTESTATION AND BILL OF SALE

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT, entered into this 12th day of October, 2015, is between Chiloquin Solar 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 Chiloquin Solar LLC solar facility for the generation of electric power, including interconnection facilities, located in Klamath County, Oregon with a Facility Capacity Rating of 9,900 -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 December 16, 2016 ("Scheduled Initial Delivery Date"); and

C. Seller intends to operate the Facility as a Qualifying Facility, commencing commercial operations on December 16, 2016 ("Scheduled Commercial Operation Date"); and

D. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is 20,958,000 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 **"CAMD"** means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any state or federal entity given jurisdiction over a program involving transferability of Green Tags.

1.5 **"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:

- 1.5.1 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;
- 1.5.2 The Facility has completed Start-Up Testing;
- 1.5.3 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;

- 1.5.4 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).
- 1.5.5 Seller has complied with the security requirements of Section 10.
- 1.5.6 PacifiCorp has received an executed copy of **Exhibit F**—Seller’s Interconnection Request.
- 1.6 “**Commission**” means the Oregon Public Utilities Commission.
- 1.7 “**Contract Price**” means the applicable price for capacity or energy, or both capacity and energy, stated in Sections 5.1, 5.2, and 5.3.
- 1.8 “**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.
- 1.9 “**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.
- 1.10 “**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.
- 1.11 “**Effective Date**” shall have the meaning set forth in Section 2.1.
- 1.12 “**Energy Delivery Schedule**” shall have the meaning set forth in Section 4.5.
- 1.13 “**Environmental Attributes**” shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water.

Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.14 **"Excess Output"** shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Capacity Rating.

1.15 **"Facility"** shall have the meaning set forth in Recital A.

1.16 **"Facility Capacity Rating"** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.17 **"FERC"** means the Federal Energy Regulatory Commission, or its successor.

1.18 **"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.

1.19 **"Green Tags"** means (1) the Environmental Attributes associated with all Net Output, together with (2) all WREGIS Certificates; and (3) the Green Tag Reporting Rights associated with such energy, Environmental Attributes and WREGIS Certificates, however commercially transferred or traded under any or other product names, such as "Renewable Energy Credits," "Green-e Certified", or otherwise. One (1) Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility. Provided however, that "Green Tags" do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.20 **"Green Tag Reporting Rights"** means the exclusive right of a purchaser of Green Tags to report exclusive ownership of Green Tags in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and include reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

1.21 **"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.

1.22 **“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.

1.23 **“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

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

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

1.26 **“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.

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

1.28 **“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.

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

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

1.31 **“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.

1.32 **“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**.

1.33 **“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.

1.34 **“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.

1.35 **“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.

1.36 **“Renewable Resource Deficiency Period”** means the period from 2024 through 2040.

1.37 **“Renewable Resource Sufficiency Period”** means the period from 2014 through 2023.

1.38 **“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).

1.39 **“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**.

1.40 **“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 was in effect on August 21, 2014. A copy of that Schedule 37 is attached as **Exhibit G**.

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

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

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

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

1.45 “**WREGIS**” means the Western Renewable Energy Generation Information System or successor organization in case WREGIS is ever replaced.

1.46 “**WREGIS Certificate**” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules dated July 15, 2013.

1.47 “**WREGIS Operating Rules**” means the operating rules and requirements adopted by WREGIS, dated July 15, 2013.

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,

By October 30, 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.

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

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 December 15, 2036 [enter Date that is no later than 20 years after the Scheduled Initial Delivery Date] (“**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 corporation duly organized and validly existing under the laws of Delaware.
 - 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 Ownership Requirements in Commission Proceedings No. UM 1129 and UM 1610. 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. These ownership requirements, as well as the dispute resolution provision governing any disputes over a QF's entitlement to the standard rates and standard contract with respect to the requirements, are detailed in Schedule 37.

- i. 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 (a) all Net Output from the Facility delivered to the Point of Delivery and (b) all Green Tags associated with the output or otherwise resulting from the generation of energy by the Facility (which shall come from the Facility and from no other source), for the periods during which the Green Tags are required to be transferred to PacifiCorp under the terms of Section 5.5.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, 20,958,000 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 10,750,000 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 26,750,000 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**.

4.6 Transfer of Title to Green Tags; Documentation of Green Tags Transfers. Subject to the Green Tags ownership as defined in Section 5.5, title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Net Output at the Facility that gives rise to such Green Tags. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Without limiting the generality of the foregoing, Seller shall, on or before the 10th day of each month, deliver to PacifiCorp a Green Tags Attestation and Bill of Sale in the form attached as **Exhibit H** for all Green Tags delivered to PacifiCorp hereunder in the preceding month, along with any attestation that is then-current with the Center for Resource Solution's Green-e program or successor organization in case the Center for Resource Solutions is replaced by another party over the life of the contract. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags, except that when Seller is required to transfer Green Tags to PacifiCorp under Section 5.5, PacifiCorp will pay all fees

required by WREGIS relating to the Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller will use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of WREGIS Certificates to PacifiCorp, and transfer such WREGIS Certificates to PacifiCorp, in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form approved by PacifiCorp, enter into a Qualified Reporting Entity Services Agreement with a third-party authorized to act as a Qualified Reporting Entity, or elect to act as its own WREGIS-defined Qualified Reporting Entity. Seller shall promptly give PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by CAMD, upon notification by CAMD that any transfer contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Seller shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Green Tags purchased by PacifiCorp hereunder belong to any person other than PacifiCorp. Without limiting the generality of PacifiCorp's ownership of the Green Tag Reporting Rights, PacifiCorp may report under such program that such Green Tags purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfer. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintain registration of the Facility by providing copies of all such information as PacifiCorp reasonably required for such registration.

SECTION 5: PURCHASE PRICES

5.1 Seller shall have the option to select one of three pricing options: Standard Fixed Avoided Cost Prices ("Fixed Price Standard"), Renewable Fixed Avoided Cost Prices ("Fixed Price Renewable"), or Firm Market Indexed Avoided Cost Prices ("Firm Electric 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> </u>	Fixed Price Standard
<u> X </u>	Fixed Price Renewable
<u> </u>	Firm Electric 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 Standard Seller Only). In the event Seller elects the Fixed Price Standard pricing 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 Firm Electric Market.

5.3 (Fixed Price Renewable Seller Only). In the event Seller elects the Fixed Price Renewable pricing 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 Firm Electric Market.

5.4 For all Excess Output and for all Net Output delivered prior to the Commercial Operation Date, PacifiCorp shall pay Seller 93 percent of a blended market index price for day-ahead firm energy at Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde market indices as reported by the Intercontinental Exchange (ICE), 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

5.5.1 (Fixed Price Standard Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes under this Agreement throughout the Term.

5.5.2 (Fixed Price Renewable Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes during the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Scheduled Initial Delivery Date. Subject to the foregoing, Seller shall transfer the Green Tags to PacifiCorp in accordance with Section 4.5 during the Renewable Resource Deficiency Period.

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 months' 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, 5.2, and 5.3 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).

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.

PacifiCorp shall give Seller ten (10) calendar day's 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.

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.

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.

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.

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.

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.

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.

11.3.2 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.

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.

Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.

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.

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.

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:

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.

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:

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

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

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	Saturn Power Corp C/O S&W 100 Mill St. Unit F Attn: Jeremy Goertz New Hamburg, Ont, N3A 1R1 Phone: 866-961-8654 Fax: 519-220-5912 Tax ID: 30-0829959
All Invoices:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	(same as street address above) Attn: Accounts Payable Phone: 866-961-8654 Fax: 519-220-5912
Scheduling:	(same as street address above) Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	(same as street address above) Attn: Jeremy Goertz Phone: 866-961-8654 Fax: 519-220-5912
Payments:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	(same as street address above) Attn: Accounts Receivable Phone: 866-961-8654 Fax: 519-220-5912
Wire Transfer:	Bank One N.A. ABA: ACCT: NAME: PacifiCorp Wholesale	Available upon request
Credit and	(same as street address above)	(same as street address above)

Notices	PacifiCorp	Seller
Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813 - 5609	Attn: Saturn Credit Phone: 866-961-8654 Fax: 519-220-5912
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	same as street address above Attn: Counsel Phone: 866-961-8654 Fax: 519-220-5912

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.

Pacific Corp

By: _____

Name: Bruce Griswold

Title: Director, Short-Term Origination
and QP Contracts

ndd

October 12, 2015

Chiloquin Solar LLC

By: _____

Name: _____

Title: _____

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

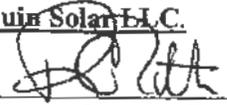
PacifiCorp

By: _____

Name: Bruce Griswold

Title: Director, Short-Term Origination
and QF Contracts

Chiloquin Solar LLC

By:  _____

Name: Ray Roth

Title: V.P.

ADDENDUM A
Jury Trial Waiver

PacifiCorp and Chiloquin Solar LLC ("Chiloquin") 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 Saturn and is intended to be interpreted and applied to the PPA.

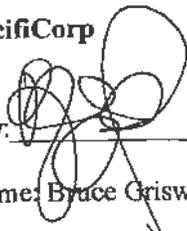
Whereas, the Parties for their respective business purposes have an interest in not presenting a dispute to a jury for trial should a dispute arise between the Parties;

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 12th day of October, 2015.

PacifiCorp

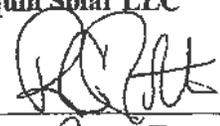
By: 

Name: Bruce Griswold

Title: Director, Short-Term Origination
and QF Contracts

9/10/15 12/2015

Chiloquin Solar LLC

By: 

Name: Ray Ritt

Title: V.P.

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

Seller's Facility consists of a 9.9 MWac solar photovoltaic project including PV panels, inverters, and fixed tilt system. More specifically, the inverter at the Facility is described as:

Number of Inverters: 165_

Model: Danfoss MLX 60

Number of Phases: 3

Rated Output (kW): 9,900 Rated Output (kVA): 9,900

Rated Voltage (line to line): 480V

Maximum kW Output: 9,900 Maximum kVA Output: 9,900 kVA

Minimum kW Output: 0

Facility Annual Degradation Rate: 0.7 %

Facility Capacity Rating: 9,900 kW.

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

Station service requirements, and other loads served by the Facility, if any, are described as follows:

Transformer: 70% , Tracker Motor:- _____ %, Data Acquisition and Aux Loads: 30%

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 Chiloquin in Klamath County, Oregon. The location is more particularly described as follows:

GPS: Lat 42.596, Long-121.857

Parcel ID: #192650, #886466, #892362

Power factor requirements: Power Factor Range – 0.8 Leading, 0.8 Lagging

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

EXHIBIT B

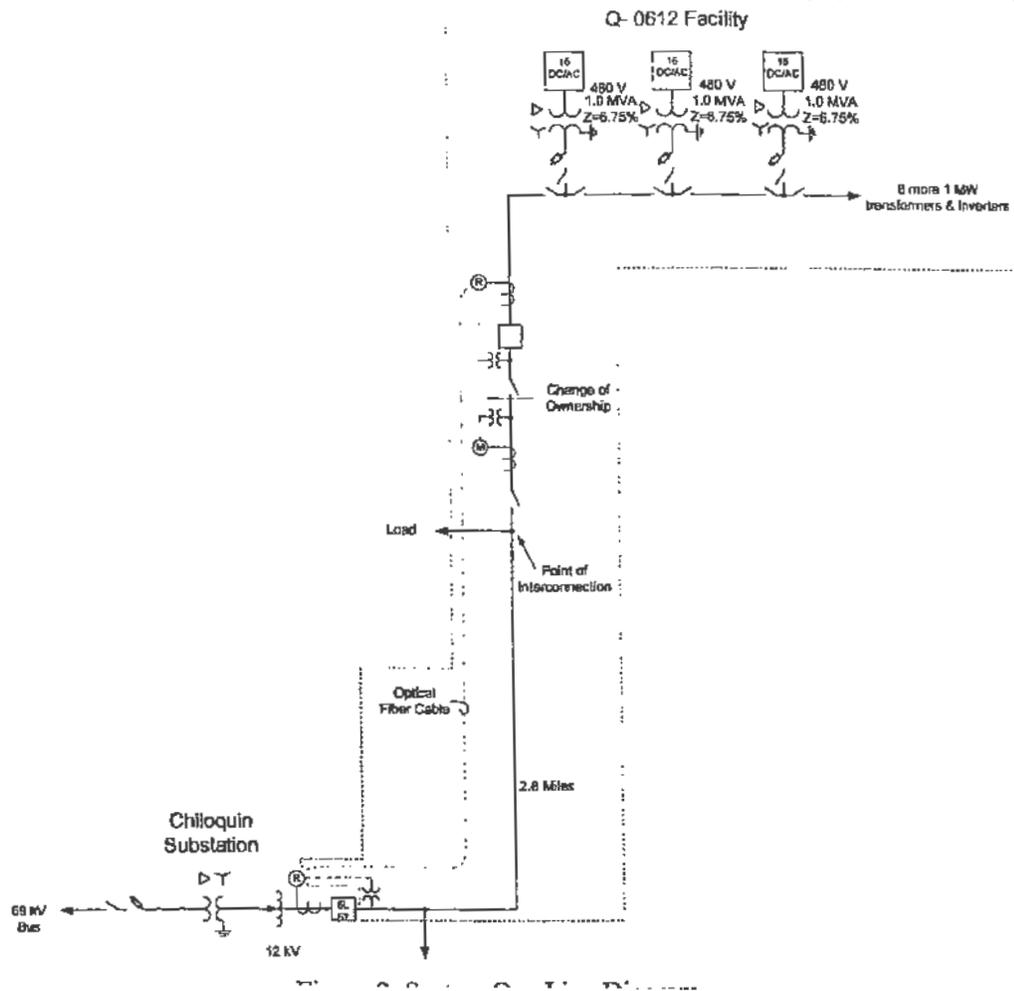
SELLER'S INTERCONNECTION FACILITIES

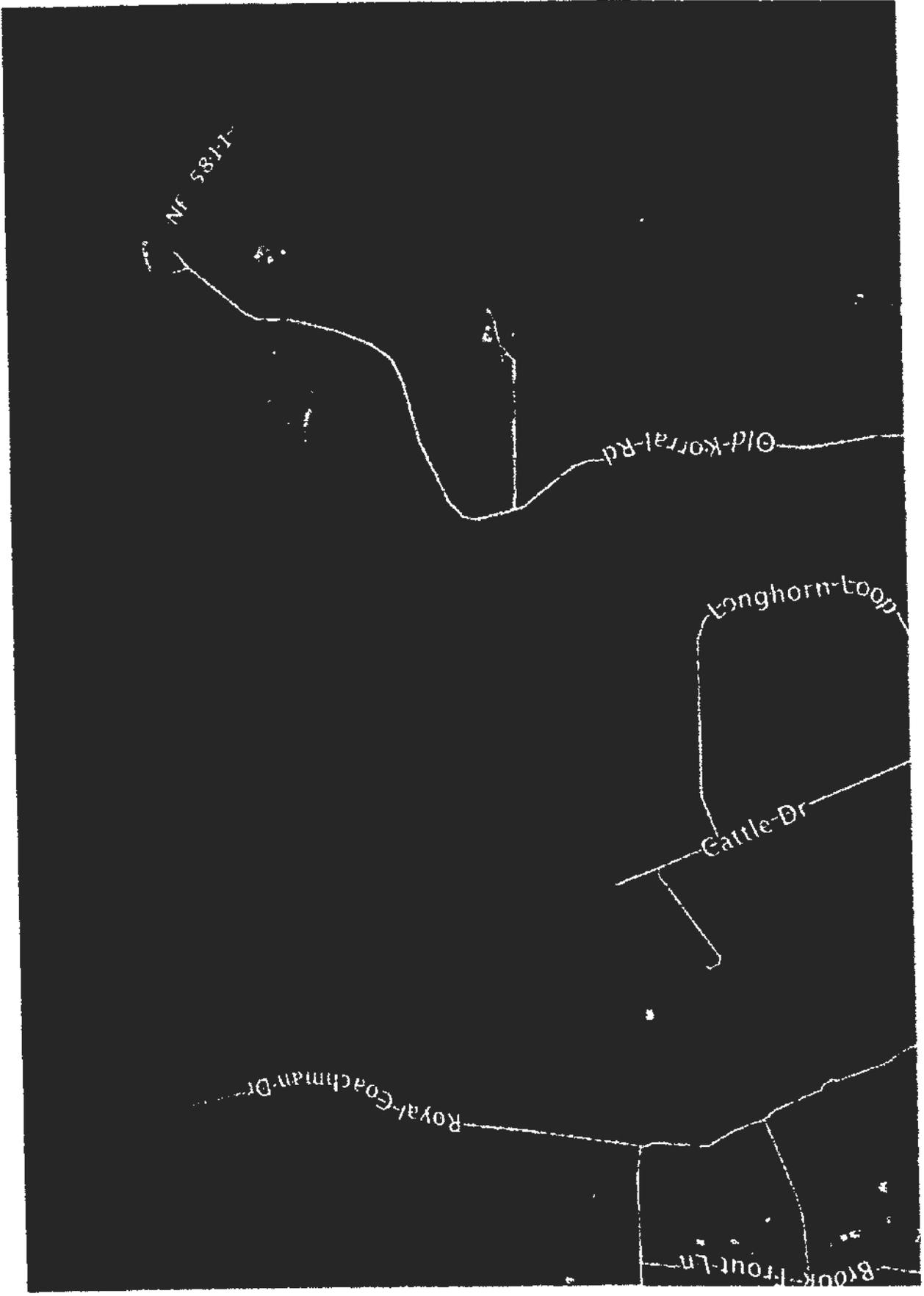
[Seller to provide its own diagram and description]

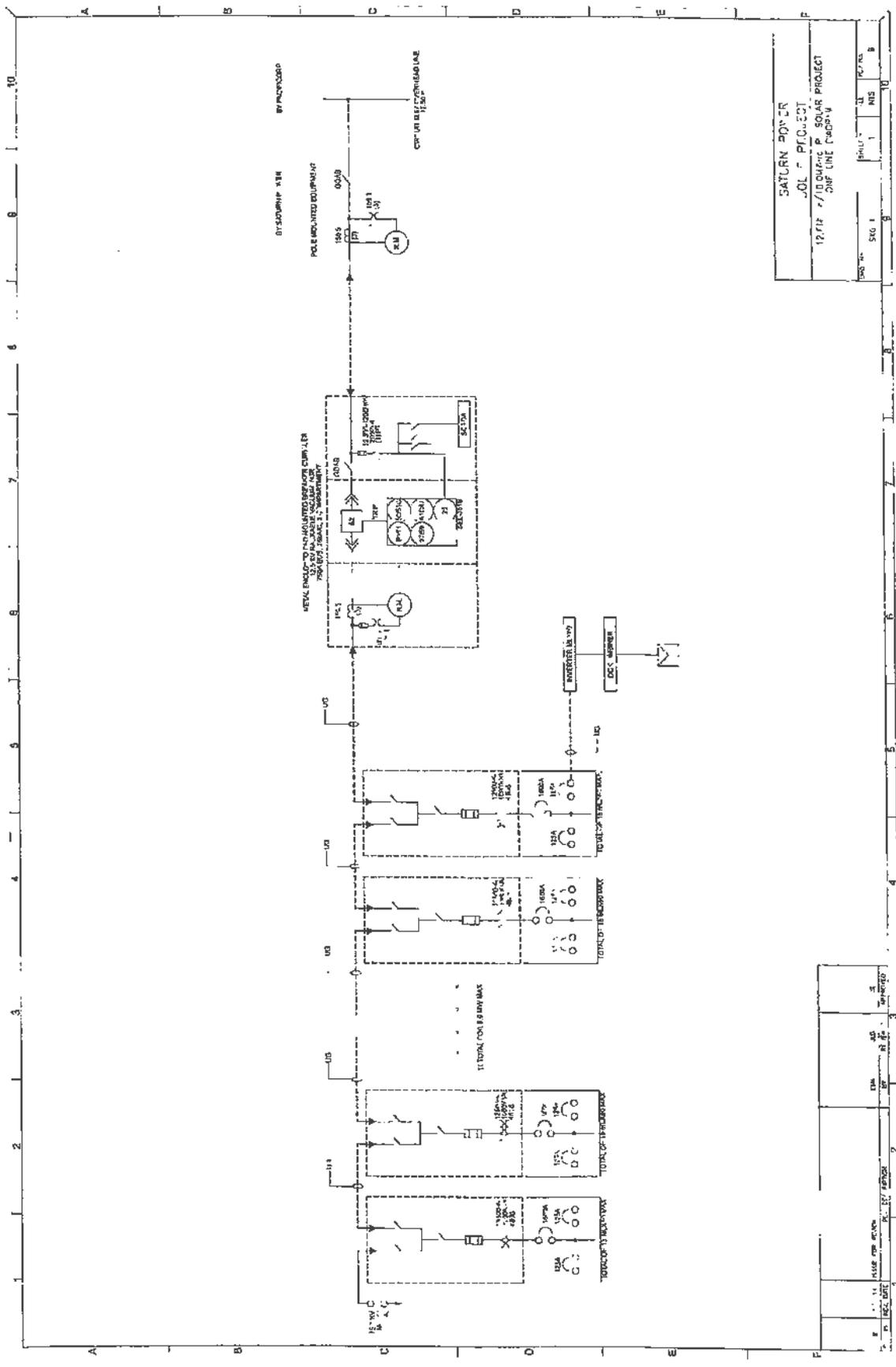
POINT OF DELIVERY / SELLER'S INTERCONNECTION FACILITIES

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.
 1. 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 5L57, Crater Lake, out of the Chiloquin 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 Q0612.
 2. The project site map and one-line diagram are attached.







SATURN POWER	
JOB NO. PFC-501	
12.112 2/10 QUANT. P. SOLAR PROJECT	
SHP LINE (copy)	
REV. NO.	REV. DATE
1	11/11/83
2	11/11/83
3	11/11/83
4	11/11/83
5	11/11/83
6	11/11/83
7	11/11/83
8	11/11/83
9	11/11/83
10	11/11/83

DATE	11/11/83
BY	PL/ST/ST/ST/ST
CHECKED	PL/ST/ST/ST/ST
APPROVED	PL/ST/ST/ST/ST
SCALE	AS SHOWN
PROJECT	12.112 2/10 QUANT. P. SOLAR PROJECT
SHEET NO.	1
TOTAL SHEETS	1

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certification: QF15-006-000

Interconnection Agreement: Due September 15, 2015

Fuel Supply Agreement, if applicable

Qualifying Reporting Entity (QRE) Agreement:

Retail 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: Lease option with Peter M. Bourdet and Linda Long

Preliminary Title Report of Premises: Dated 10/27/2014 was provided

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.


saturnpower

OPTION TO LEASE

This option is granted at Madoc Point on this 24th day of Sept, 2014.

By: Pete Bourdette/Linda Long (landlord) to and in favor of Saturn Power Inc. ("Tenant") for properties described as:

Municipality: _____

County: Klamath

Address: Madoc Point Rd + Cattle Drive

Legal Description; Twn 34 S Range 7 E W/4 section 22
Twn 36 Range 7 section 15

The Landlord represents and warrants that it is the owner or tenant of the Lands described above or is the duly authorized agent of such owner or tenant and has the authority to grant this option.

In consideration of the sum of US\$ \$10,000 (the "Option Consideration") and other good and valuable consideration in hand paid to the Landlord(s) whereof are hereby acknowledged by Landlord(s) hereby grant(s) and convey(s) to Tenant for the term hereof 3 (years/months) an exclusive and irreversible option.

This option may be extended solely by the Tenant, for additional consideration of the sum of US\$ \$5,000 (the "Option Extension Consideration") and other good and valuable consideration in hand paid to the Landlord(s) whereof are hereby acknowledged by Landlord(s) hereby grant(s) and convey(s) to Tenant for an additional term hereof 3 (years/months) an exclusive and irreversible option.

The option to lease certain real property as further described in the attached "lease" on the terms and conditions set out therein what shall for greater certainty includes the right to install a solar array and related appertain in covering the leased area. Further in consideration of the payment on the premise of payment by Tenant to the Landlord of US\$ \$50. per acre per year of the leased area as further described in the attached lease upon exercising the lease option.

TENANT may record a Memorandum of Option regarding the matters herein, the Term, and any rights to extend the Option and the Landlord will execute any documents required to give effect to such recordation.

At any time during the Option Period, Tenant may give notice prior to the end of any period that it is terminating this Agreement in which case, the Option Period shall continue until the relevant next anniversary date of the commencement date of the

Confidential Saturn Power

1 of 24


Landlord Initials


Tenant Initials

4-8-15



saturnpower

Option Period and thereafter this Agreement shall be null and void and the parties shall be relieved of any further obligation.

This option may be exercised at any time during the Option Period by TENANT: (a) indicating on the attached form of Lease a Commencement Date that shall be prior to the expiration of the Option Period, and a corresponding ending date; and (b) providing the completed and fully executed Lease (attached) by certified mail, electronic mail or facsimile transmission, to the Landlord at the address or the fax number indicated below. The Landlord covenants and agrees to return the fully executed lease within five (5) business days after receiving notice that TENANT has exercised its option.

Throughout the Option Period: (i) The Landlord shall not use the Lands for the purposes of solar power electricity generation nor shall it lease, license or convey in any manner any rights to third parties for the purposes of solar power electricity generation or in any manner which would interfere with the rights granted TENANT, or with any contract TENANT has or may enter into with any utility; (ii) TENANT may enter onto the Lands (as defined in Schedule A as the "Leased Area") to conduct necessary testing, at TENANT's sole expense. Such testing shall include, but shall not be limited to, soil testing, climate monitoring and other activities that TENANT reasonably determines is necessary to assess the viability of the Lands for a solar electricity generation project; and (iii) the Landlord will not act or omit to act in any manner that could reasonably be expected to have the effect of rendering the exercise of this option less desirable to TENANT than it is on the date hereof.

Without limiting the generality of the foregoing, the Landlord will not dispose of its interest in the Lands unless the acquirer of such interest has agreed to be bound by this option.

Any damage to existing tile drains during the Option Period as a result of entry onto the Lands by TENANT for the purposes contemplated in this Option to Lease, shall be repaired by TENANT, at its expense, using qualified drainage contractors in consultation with the Landlord acting in a commercially reasonable and responsible manner. To the extent reasonably possible, such damage shall be repaired to a level such that the damaged tile drains shall be restored to the working state which existed prior to such damage. *Including irrigation ditches and systems*

The Landlord acknowledges that TENANT intends to develop this through a related party or the formation of a limited partnership or other legal entity. In this clause, the related party or the limited partnership or other legal entity shall be referred to as the "Developing Entity". TENANT shall have the absolute and unfettered right at any time, from time to time, delegate, assign, lease, sell, license or convey to the Developing Entity all or any of the powers, rights and interests obtained by or conferred upon TENANT pursuant to this Option to Lease and the attached Lease.

Landlord Initials

Tenant Initials



Saturn Power

TENANT shall give notice thereof to the Landlord and in such case, the Lease shall be between the Developing Entity and the Landlord.

The Option Period shall be reasonably extended, beyond the period indicated above, where circumstances existing or future beyond the direct control of TENANT delay the ability of TENANT to assess the viability of the Lands for the purposes of a solar power electricity generation project, as detailed in the attached Lease. Such circumstances shall include but not be limited to, war, acts of vandalism, lightning, ice storms, strikes, fires, shutdowns of electricity infrastructure, government delay and solar panels and associated equipment delivery delay.

At any time during the Option Period, TENANT may, in its sole discretion make applications for:

1. any site plan approval and/or zone changes and/or official plan amendments (individually and collectively the "Zoning Application"); and/or
2. any application as may be necessary to obtain any required consents from the local planning authority (the "Consent Application");

If and when TENANT in its discretion determines it wishes to proceed with a Consent Application and or a Zoning Application, TENANT shall proceed expeditiously in making such applications. The Landlord hereby appoints TENANT or its authorized agents or servants (as described in Schedule B Authorization Letter) to execute such documents, consents or authorizations as may be necessary to carry out such applications.

At all times, the Landlord and TENANT will assist each other as much as possible in processing the applications. From and after the date of acceptance of this Option Agreement, the Landlord agrees to co-operate with TENANT and to execute without payment of any kind any and all plans, documents, agreements and applications TENANT may make including the execution of any and all agreements or documents required by the appropriate municipality or of any governing authority or public agencies as a condition of permitting or completing any such Consent Application or Zoning Application. The Landlord shall upon written request execute any of the foregoing documentation or do any other matters or things previously requested within five (5) days of written request thereof. TENANT is responsible for the cost of the application fees and all surveys and reference plans in completing the applications.

The provisions of this Option to lease shall be governed by and interpreted in accordance with the laws of the state in which the Lands are located. The parties hereby attorn to the exclusive jurisdiction of the courts of that state. Any demand, notice, direction or other communication to be made or given hereunder shall be in writing and may be made or given by personal delivery, by electronic mail, by courier, by transmittal, by telecopy number as any party may from time to time notify the other in accordance with this section. Any Communication made by personal delivery or by courier shall be conclusively deemed to have been given and

Landlord Initials

Tenant Initials


saturn power

received on the day of actual delivery thereof, or, if made or given by telecopy or other electronic means of communication, on the first Business Day following the transmittal thereof. Any Communication that is mailed shall be conclusively deemed to have been given and received on the third Business Day following the date of mailing, but if at the time of mailing or within three Business Days thereafter, there is or occurs a labor dispute or other event that might reasonably be expected to disrupt delivery of documents by mail, any Communication shall be delivered or transmitted by means of recorded electronic communication as provided for in this section.

This Option to Lease shall inure to the benefit of and be binding upon the successors and assigns of the Landlord and the successors and assigns of TENANT, and no assignee or successor of the Landlord shall challenge the validity or enforceability of any provision of this Option to Lease and every assignee or successor of the Landlord shall be bound by all the obligations of the Landlord hereunder. Upon a conveyance or assignment of its interest in the Lands, the Landlord shall provide TENANT with written notice of the identity of the successor or assignee and the address at which the rent shall be tendered and notices given pursuant to the conveyance or assignment. The parties agree that each party and its counsel have had the opportunity to review and revise this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any revisions or amendments or exhibits hereto.

All capitalized terms not defined herein have the meaning assigned to them in the attached form of Lease.


Landlord Initials


Tenant Initials



Landlord Contact Information:

Name: Pete Bourdet & Linda Long

Address: PO Box 803 Chilogaun, Ore 97624

Phone: 541 591-0101 Fax: 541 783-2759

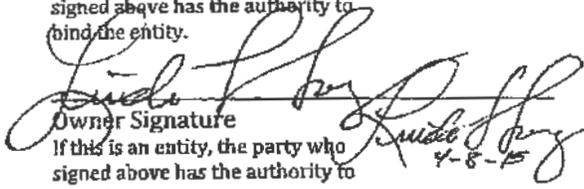
Email: ~~linda@craterlake Realty inc. com~~ / ~~info@bourdet ranch . com~~



Date: 9-24-14

Owner Signature
If this is an entity, the party who signed above has the authority to bind the entity.

Witness Signature



Date: 9-24-14

Owner Signature
If this is an entity, the party who signed above has the authority to bind the entity.

Witness Signature

Address of Saturn Power Inc.
100 Mill Street, Unit F
PO Box 6087
New Hamburg, ON
N3A 2K6
Tel: 519-804-9163
Fax: 519-220-5912

Per: 

Title: vice / pres.

I have the authority to bind the corporation.

Attachments:

- Schedule A - Leased Area
- Schedule B - Authorization Letter
- Lease Agreement
- Terms & Conditions of the Lease Agreement


Landlord initials


Tenant initials



**Schedule "A"
Leased Area
(Attach Map of Property)**



Landlord Initials

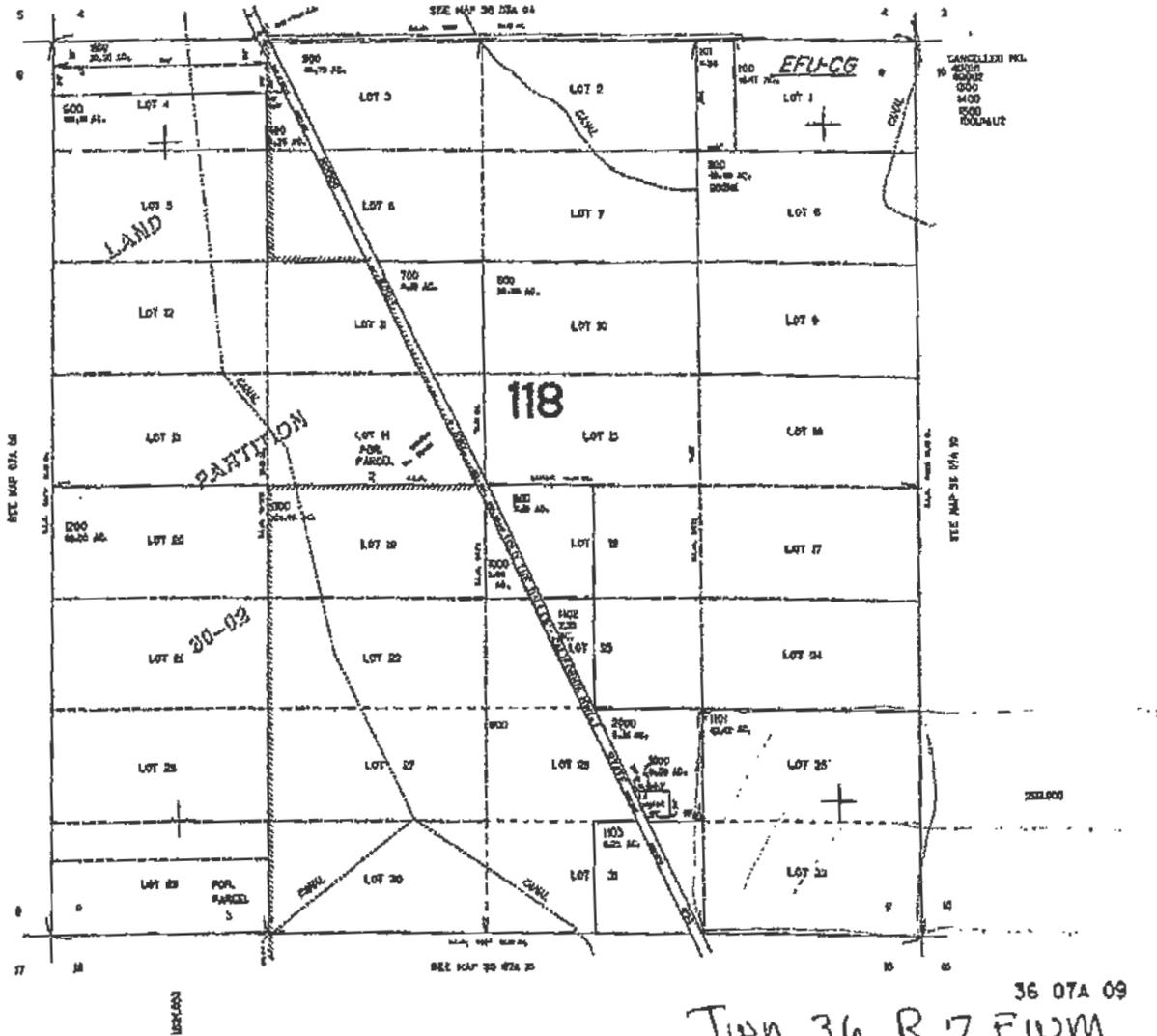


Tenant Initials

ADDED 5-2-09
THIS MAP WAS PREPARED FOR
RECORDING PURPOSES ONLY

SECTION 09 T.36S. R.07E. W.M.
(EAST OF LAKE)
KLAMATH COUNTY
1" = 40'

36 07A 09



36 07A 09
Twn 36 R 7 EWM
Section 9 + 10
Tax lot 1101

AmeriTitle
THIS SKETCH IS MADE SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING
CERTAIN PREMISES AND NO LIABILITY IS
ASSUMED FOR ERRORS IF ANY, IN
DIMENSIONS AND LOCATIONS ASCERTAINED
BY ACTUAL SURVEY



Changed & resubmitted
9-24-14
7:40pm *cb*

Schedule "B"
Authorization Letter

Date: Sept 24 2014

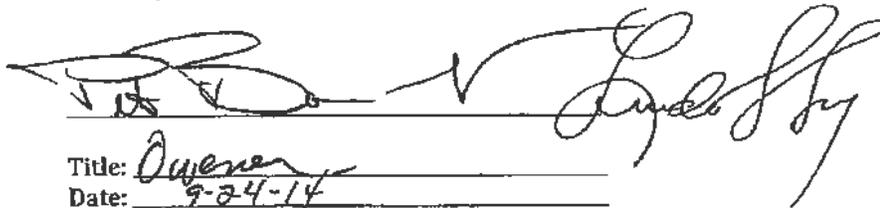
Re: Real property located in the County of Klamath known as
following Twins 36 R7EWM Section 10 & 9 Lt 25 & 32
^{legal} description:

Twins 36 5 R7EWM Section 15 lots 12, 5, 4, 6, 11, 14
lying N of Madoc Point Rd & Twins 34 5 R7EWM
Section 22 Tx Lt 300

TO WHOM IT MAY CONCERN:

I Pere Bonnet & Linda Long, the owner(s) of the above-mentioned properties, hereby give Saturn Power Inc. (SATURN) and its agents permission to act as our agent to acquire the necessary permits, drawings and/or buildings structural blue-prints, hydro information from the public utility and information from the municipality/county or other authorities concerned, needed to approve the construction of the Solar Farm at the address indicated above and as shown on the attached plans.

Sincerely,



Title: Owner
Date: 9-24-14

Landlord Initials

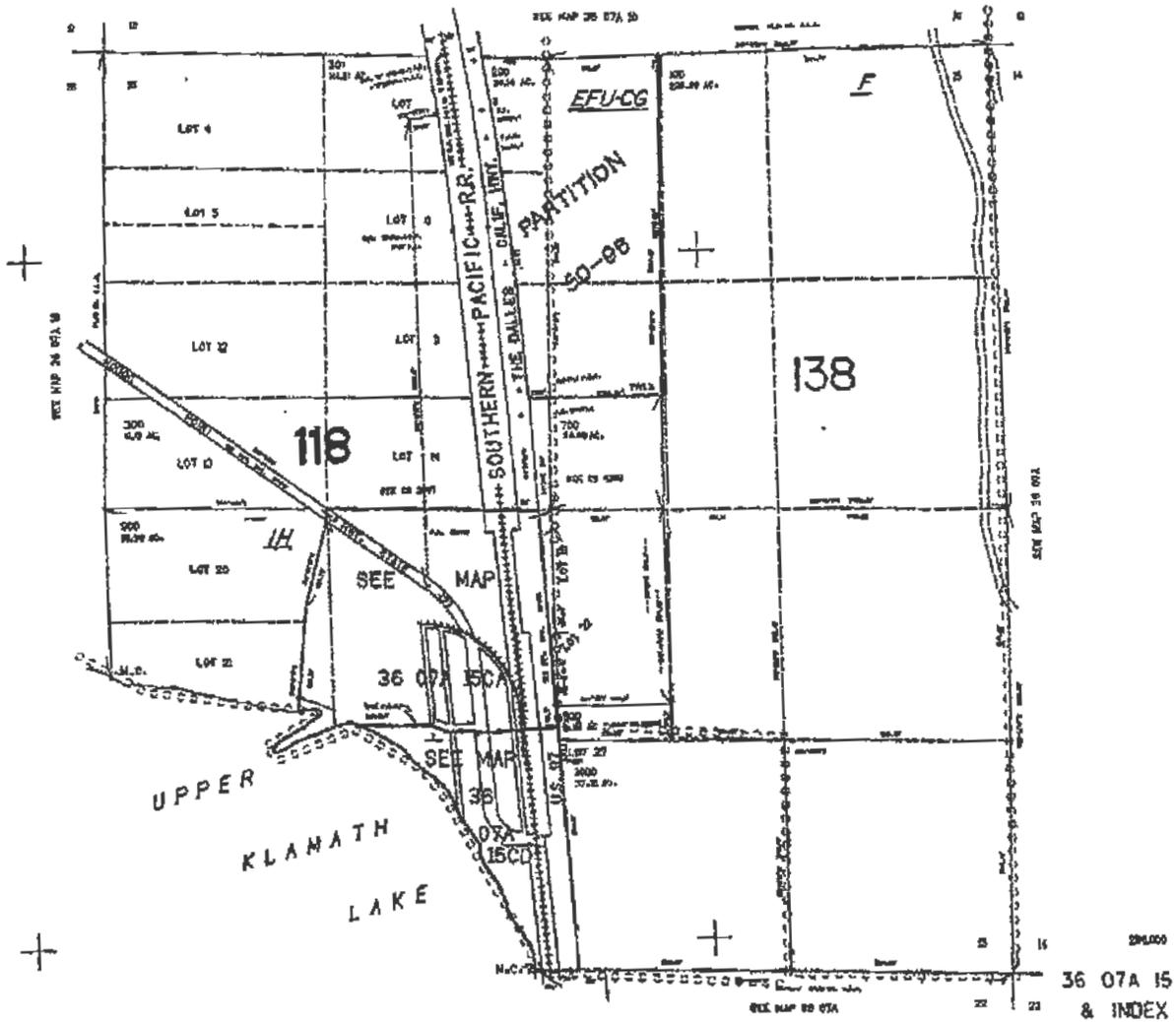
Tenant Initials

SECTION 15 T.36S. R.07E. WM.
(EAST OF LAKE)
KLAMATH COUNTY

36 07A 15
& INDEX

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY.

1" = 400'



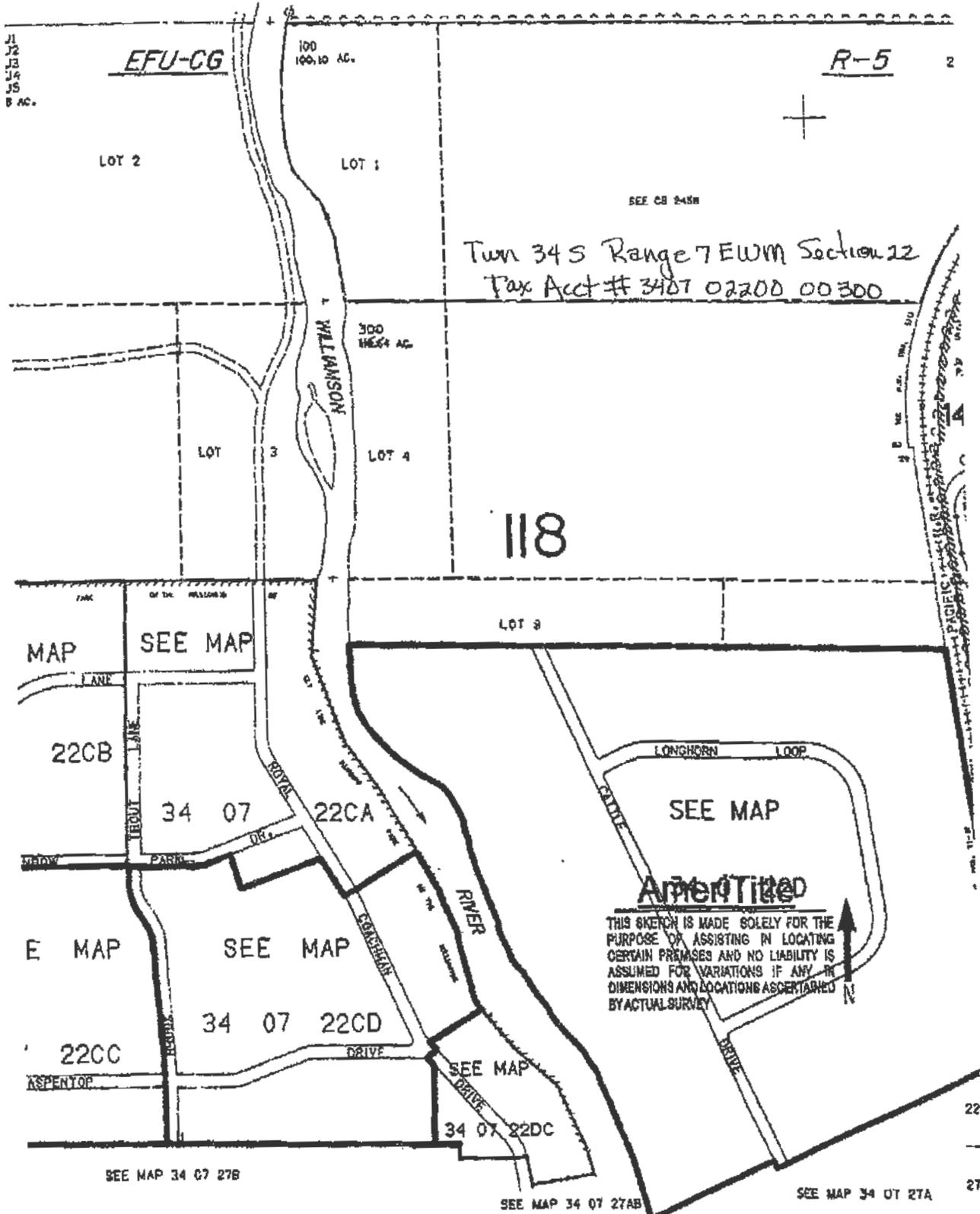
Town 36 R 7 Section 15
Tax Lt 301

AmeriTitle

THIS SKETCH IS MADE SOLELY FOR THE
PURPOSE OF ASSISTING IN LOCATING
CERTAIN PREMISES AND NO LIABILITY IS
ASSUMED FOR VARIATIONS IF ANY, IN
DIMENSIONS AND LOCATIONS ASCERTAINED
BY ACTUAL SURVEY

SEE MAP 34 07 1E

11



J1
J2
J3
J4
J5
8 AC.

EFU-CG

R-5

LOT 2

LOT 1

SEE CB 2458

Twn 34 S Range 7 E W M Section 22
Tax Acct # 3407 02200 00300

300
1664 AC

WILLIAMSON
RIVER

LOT 3

LOT 4

118

LOT 9

MAP SEE MAP

22CB

34 07

22CA

SEE MAP

E MAP

SEE MAP

34 07 22CD

22CC

SEE MAP

34 07 22DC

SEE MAP 34 07 27B

SEE MAP 34 07 27AB

SEE MAP 34 07 27A

22

27



To be attached to
Option to Lease
dated 9-24-14
changed 7-8-15

TERMS & CONDITIONS OF THE LEASE AGREEMENT

1. TENANT shall have the right to install a Solar Array and associated Equipment on the Leased Area.

2. **Rental Rate.** Beginning with notification of the Installation Commencement Date (as defined below), and ending at the completion of the Term from the Generation Commencement Date (as defined below) or any extension thereof TENANT shall pay to the Landlord annual rent of _____ Dollars (US\$ _____) per acre payable once annually within sixty (60) days of the notification date and any anniversary thereof.

The annual Lease Payment shall be adjusted annually by CPI

The term "CPI" means the Consumer Price Index - U.S. City Averages for All Urban Consumers - All Items (1982-84=100), of the United States Bureau of Labor Statistics.

If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefor, a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall be available then a comparable index published by a major bank or other financial institution.

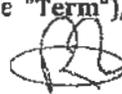
3. Term & Renewal.

a) **Installation Commencement Date** - The TENANT shall be entitled to an installation period determined by the TENANT of not more than one (1) year prior to the Generation Commencement, to install the Equipment. In the event that the TENANT has not completed construction and installation of the Equipment within the one-year period, it may, at its option, extend such installation period as described herein by a further six (6) months.

b) **Generation Commencement Date** - The date at which the installation period ends and the Term begins. Notification of the start of the term, from the TENANT will be provided 30 days in advance of the Generation Commencement date.

c) **Term** - The term of the Lease shall be for a period of twenty (20) years plus the period of time that the TENANT is granted access to permit it to complete any required installation and decommissioning, as provided herein (the "Term"),


Landlord Initials


Tenant Initials



Saturn Power

In addition, TENANT may, in its sole discretion make applications for any site plan approval and/or zone changes and/or official plan amendments (individually and collectively the "Zoning Application") that may be necessary to allow TENANT to do that which is contemplated in this Lease. If a Zoning Application is necessary, the Landlord hereby appoints TENANT or its authorized agents or servants to execute such documents, consents or authorizations as may be necessary.

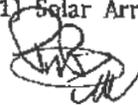
If and when TENANT in its discretion determines it wishes to proceed with a "Consent Application" and/ or a "Zoning Application", TENANT shall proceed expeditiously in making such applications. At all times, the Landlord and TENANT will assist each other as much as possible in processing the applications. From and after the date of acceptance of this Lease, the Landlord agrees to co-operate with TENANT and to execute without payment of any kind any and all plans, documents, agreements and applications whatsoever which may in TENANT'S opinion be necessary or desirable in order to facilitate any application. Furthermore the Landlord shall provide any consents to writing as may be necessary to any such applications TENANT may make including the execution of any and all agreements or documents required by the appropriate municipality or of any governing authority or public agencies as a condition of permitting or completing any such "Consent Application" or "Zoning Application". The Landlord shall upon written request execute any of the foregoing documentation or do any other matters or things previously requested within five (5) days of written request therefor. TENANT is responsible for the cost of the application fees and all surveys and reference plans in completing the applications.

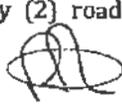
4. **Termination by TENANT.** If, at any time during the Term or any extensions thereof, TENANT determines in its sole and unfettered discretion that operating the Leased Area for the purposes declared herein is or has become commercially impractical, for any reason, TENANT may terminate this Lease without damages or penalty upon sixty (60) days prior written notice to the Landlord. In the event of such termination, the Landlord shall refund to TENANT any rent paid in advance for any period of time subsequent to the effective date of termination.

5. **Covenants of TENANT.**

(a) **Safety and Maintenance** - TENANT shall install, operate, and maintain its Equipment, in a good, safe and workmanlike manner and shall repair, reasonable wear and tear excepted, any physical damage, at its sole cost and expense, to the Lands and improvements caused by the construction and operation of the Equipment, including restoring the surface of the Lands to the same condition, as far as practicable, as existed before the entry thereon.

(b) **Tile Drains & Open Ditches** - To the extent reasonably possible, TENANT shall repair any tile drains or open drains which have been damaged or impacted (collectively the "damage") as a result of TENANT'S: (1) Solar Array (2) road


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construction or (3) electrical placement related to the foregoing. The damage shall be repaired by TENANT, at its expense, using qualified drainage contractors in consultation with the Landlord acting in a commercially reasonable and responsible manner. To the extent reasonably possible, such damage shall be repaired to a level such that the damaged tile drains or open drains shall be restored to the working state which existed prior to the damage.

(c) **Taxes, Rates and Assessments** - TENANT will pay as and when due all applicable taxes, rates and assessments, that are levied, charged or assessed with respect to any business carried on by TENANT on or from the Leased Area.

Real + Personal

(d) **Government Regulation** - TENANT shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment comply with all required laws, directions, rules and regulations of relevant governmental authorities. TENANT shall have the right, in its sole discretion, to contest by appropriate legal proceedings, the validity or applicability to the Lands, Leased Area or the Equipment of any law, ordinance, statute, order, regulation, property assessment, or the like now or hereafter made or issued by any federal, state, local or other governmental agency or entity. Any such contest or proceeding shall be controlled and direction by TENANT.

(e) **Removal of Equipment** - TENANT shall quit and surrender possession of the Leased Area within the decommissioning period.

(f) **Insurance** - TENANT will at all times throughout the Term and any extensions thereof, maintain Commercial General Liability Insurance coverage in an amount not less than Two Million (U.S. \$ 2,000,000.00) U.S. Dollars (or such greater amounts as the normally recommended minimum amounts by TENANT'S insurers of Commercial General Liability Insurance) per occurrence for Bodily Injury and Property Damage. Such policy shall extend to include the Landlord as an additional insured but solely with respect to liability related to the Equipment. Once annually, TENANT shall provide Landlord with a Memorandum of Insurance evidencing that said coverage are in force and shall also notify Landlord in advance of any material change in coverage or cancellation of any such policy.

Certificates of Insurance and Abstracts of Tenant

6. **Covenants of the Landlord.**

(a) **Quiet Possession** - The Landlord covenants that TENANT shall peaceably and quietly hold and enjoy the Leased Area and its appurtenances, subject to the terms and conditions of this Lease. The Landlord shall not make any change to the Lands and its appurtenances and will not act or omit to act in any manner that could adversely affect access to or use of the Leased Area by TENANT at any time throughout the duration of this Lease without the prior written consent of TENANT, which consent may not be unreasonably withheld. Without limiting the generality of


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the foregoing, the Landlord shall not interfere with the construction, installation, maintenance or operation of the Equipment, disturb the solar radiance over the Lands and Leased Area by building or installing any structures or planting any trees that may negatively affect the efficiency of the Equipment.

(b) **Exclusivity** - Throughout the Term and any extensions thereof, OWNER shall not use the Lands or convey rights in any manner, including but not limited to, leasing or licensing space at the Lands (if this Lease relates to only a partial rental of the Lands) to any person, for the purpose of the installation and operation of a wind farm or solar farm or to erect any Wind Turbine or other towers or a Solar Array for any purposes on the Lands without the prior written consent of TENANT, which consent may be arbitrarily withheld.

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(c) **Non-Obstruction Rights** - For each structure installed or placed on the Land by Owner after the Effective Date, the following provisions shall apply:

- a. Owner shall obtain prior written permission from Developer to erect any structure on the Lands, and in any case, within 30 meters of any Solar Panel Rack on the Land. The Owner shall be permitted to install any structure outside of the Lands provided said installation does not interfere with the Developer's access to the Lands or structures thereon or to the Developer's ability to maintain the Project, within its reasonable discretion.
- b. Owner shall obtain prior written permission from Developer to erect any structure, place any thing or seed or install any plant or that is capable of shading any Solar Power Rack; and
- c. Developer shall have thirty (30) business days within which to provide its consent or rejection. The Developer hereby confirms that consent hereunder shall not be withheld in an unreasonable or arbitrary manner.

7. **TENANT'S Equipment.** The Equipment shall remain at all times the personal and moveable property of TENANT, and not become fixtures, notwithstanding the attachment to any degree or in any manner of any part of the Equipment to the Lands. TENANT shall have the right to make alterations or improvements or both at the Leased Area at any time during the Term and any extensions thereof, including, but not limited to, the replacement, expansion, reconfiguration or addition of Solar Arrays, or other Equipment and/or additional facilities as deemed necessary by TENANT.

8. **Landlord not Liable.** Except for the negligent acts or omissions or the willful and wrongful acts or omissions of the Landlord or the Landlord's employees or those persons authorized by the Landlord to be on the Lands, the Landlord shall not be liable to or indemnify TENANT for any inconvenience to the operations of



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TENANT at the Leased Area, or damage to the Equipment, or injury to any person occupying the Leased Area.

9. **TENANT not Liable.** Except for the negligent acts or omissions or the willful and wrongful acts or omissions of TENANT or TENANT'S employees and those persons authorized by TENANT to be on the Lands, TENANT shall not be liable to or indemnify the Landlord for any costs incurred or losses or damages or injury suffered by the Landlord. Notwithstanding the above, TENANT shall not be liable for any consequential, indirect or special damages, whether arising in contract, tort, strict liability or under any statute.

10. **Confidentiality.** Except as otherwise provided herein, the parties agree that all information relating to the use of the Lands or Leased Area pursuant to this Lease is confidential and proprietary, and shall not be disclosed to any third party other than (a) to employees, attorneys, accountants, agents and affiliates of the parties who are involved in the ordinary course of business with this transaction, all of which shall be instructed to comply with the non disclosure provisions hereof; (b) in response to lawful process or other valid or enforceable order of a court of competent jurisdiction; and (c) in any filings with governmental authorities required by reason of the transactions provided for herein. Each party will take all reasonable steps to protect the confidentiality of such information, and in particular shall hold the terms and conditions of this Lease in the strictest confidence. This provision shall survive any termination or expiration of this Lease.

11. **Default.** Either party may at its option and without further liability to the other party terminate this Lease: upon the material default by such other party in the performance of any of its covenants or obligation under this Lease, if such default is not remedied within sixty (60) days of the party in default receiving written notice of such default, or within such longer period as is reasonable in the circumstances, so long as the party in default is diligently moving to implement remedial action.

(a) As a precondition to exercising any rights or remedies related to any alleged default by TENANT under this lease, the Landlord shall give written notice of the default to each Financier (as defined below) or assignee at the same time it delivers notice of default to TENANT, specifying in detail the alleged event of default and the required remedy. The Financier or assignee shall have the right but not the obligation to cure a default on behalf of TENANT. In the event that the Financier or assignee elects to cure said default it shall provide notice of same to the Landlord and the Financier or assignee shall have an additional sixty (60) day period from the notice period described above, for a total of one hundred and twenty (120) days to cure the default, or such other longer period of time as is reasonable in the circumstances so long as the Financier or assignee is diligently moving to implement remedial action.


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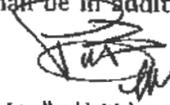
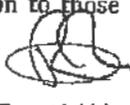
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(b) If any default by TENANT cannot be cured without obtaining possession of all or part of the Leased Area and Equipment, then any such default shall be deemed remedied if a Financier or assignee: (a) within one hundred and eighty (180) days after receiving notice from the Landlord acquires possession of all or part of the Leased Area or Equipment, or begins appropriate judicial or non-judicial proceedings to obtain the same, and (b) diligently prosecutes any such proceedings to completion. If a Financier or assignee is prohibited by any court or by operation of any bankruptcy or insolvency laws from commencing or prosecuting the proceedings described above, the one hundred and eighty (180) day period specified above for commencing proceedings shall be extended for the period of such prohibition.

(c) In the event that the Lease is terminated due to the default of TENANT or if the Lease is rejected or disaffirmed by reason of law, the Landlord agrees that it shall enter into a new lease for the Leased Area with the Financier or assignee, upon the same terms and conditions as the Lease. This new lease shall be executed within thirty (30) days of the Financier or assignee providing written notice to the Landlord and provided the Financier or assignee cures or begins to cure any outstanding defaults, any new lease shall enjoy the same priority as the Lease over any existing liens, mortgages, encumbrances or other security interest created by the Landlord affecting the Lands.

(d) The provisions of this Section 11 shall survive the termination, rejection or disaffirmance of the Lease and shall continue in full force and effect thereafter to the same extent as if this Section were a separate and independent contract made by the Landlord. TENANT and such Financier or assignee, and, from the effective date of such termination, rejection or disaffirmation of the Lease to the date of execution and delivery of such new lease, such Financier or assignee may use and enjoy the Leased Area without hindrance by the Landlord or any person claiming by, through or under the Landlord, provided that all of the conditions for a new lease as set forth herein are complied with.

12. TENANT'S Financing Arrangements. The Landlord acknowledges that TENANT has entered into, and will be entering into, certain financing arrangements which may require an assignment or hypothecation of TENANT'S rights and obligations under this Lease, or the creation of security interests in the personal or moveable property of TENANT located at the Lands. The Landlord consents to any such assignment, hypothecation or grant of security interests, and to any transfers occurring on the enforcement of same. The Landlord shall, at the request of TENANT, acknowledge in writing the foregoing in such form as the relevant financier (the "Financiers") may reasonably require. For the purposes of this section, TENANT is executing this Lease for itself and as agent for the Financiers with whom TENANT may be entering into financing arrangements from time to time as acknowledged herein. Any Financier, for so long as its financing is in existence shall be entitled to the following protections which shall be in addition to those

 
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granted elsewhere in the Lease. A Financier shall have the absolute right: (a) to assign its Loan; (b) to enforce its lien and acquire title to the Equipment and the leasehold interest in all or any portion of the Leased Area by any lawful means; (c) to take possession of and operate all or any portion of the business carried on by TENANT and to perform all obligations to be performed by TENANT under this Lease, or to cause a receiver to be appointed to do so; and (d) to acquire all or any portion of the Project or Equipment by foreclosure or by an assignment in lieu of foreclosure and thereafter without Landlord's consent to assign or transfer all or any portion of the Leased Area and Equipment to a third party.

At TENANT'S request, the Landlord shall amend this Lease to include any provision which may reasonably be requested by a proposed Financier provided, however, that such amendment does not impair any of the Landlord's rights under this Lease or substantially increase the burdens or obligations of Landlord under this Lease. Upon the request of any Financier, Landlord shall execute any additional instruments reasonably required to evidence such Financier's rights under this Lease.

13. **Recordation.** TENANT may record a memorandum of lease and option in the Register of Deeds office of the state in which the Lands are situated, stipulating TENANT'S interest, the Term, any rights to extend land, when applicable, a short form lease, the terms of the Right of first Refusal set out hereafter, and the Landlord will execute any documents required to affect such recordation. Such recordation may be effected on behalf of the TENANT by an affiliated corporation, partnership, or other entity as bare nominee for recordation purposes only, at the TENANT'S expense. The Landlord also agrees to obtain a non-disturbance agreement at TENANT'S expense from any mortgagee or other party with an encumbrance or security interest in the Lands in such form as TENANT may reasonably require. The Landlord shall also obtain co-existence agreements, in such form as TENANT reasonably requires, with other tenants on the Lands, where necessary. The Landlord agrees that TENANT may have already executed and delivered or will in the future execute and deliver to TENANT'S banker debentures, leasehold mortgages or other security agreements in favor of such Bank as security for the present and future indebtedness and liability of TENANT to such Bank. The Landlord acknowledges that the security given in favor of the Bank includes or will include a charge over TENANT'S present and future equipment and other assets of TENANT including the Solar Array and associated Equipment (collectively the "Encumbered Equipment"). The Landlord hereby subordinates any interest which the Landlord may now have or may hereafter acquire the equipment and other assets of TENANT to and in favor of the interest of such Bank and as against such Bank, releases any right to distrain the equipment and other assets of TENANT.

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14. **Right of First Refusal to Purchase.** The Landlord covenants and agrees with TENANT that, during the term of the lease or any renewal thereof, the Landlord will give TENANT (5) business days to submit an offer upon the same



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terms and conditions as any bona fide Offer to Purchase the leased property that the Landlord has received and is willing to accept, and any Lease executed by the Landlord and TENANT shall include this first right of refusal.

The Landlord shall give TENANT written notice of such bona fide Offer and a copy of such Offer to TENANT. In the event that TENANT submits to the Landlord, within the time period described above, a written and signed Offer to Purchase the property upon the same terms and conditions as the Offer initially received by the Landlord, the Landlord shall accept the Offer submitted by TENANT. In the event that TENANT fails to deliver to the Landlord, within the time limit described above, a written and signed Offer to Purchase the property on the same terms and conditions the initial Offer, the Landlord shall be at the liberty to sell the property to the buyer who submitted the initial Offer.

15. **Encumbrances.** - TENANT may, at its option, pay or discharge any arrears owing under any encumbrance upon the Lands which has priority over the interest of TENANT under this Lease, or any arrears of any property taxes, local improvement charges and any other rates, duties, levies and assessments levied or assessed by any competent government authority upon or in respect of the Lands or that affect the Lands in any way, in which event TENANT shall be subrogated to the rights of the creditors of such discharged obligations and may, at its option, apply the rent or any other amounts owing to the Landlord under this Lease to the repayment of any arrears so paid or discharged.

16. **Assignment** - TENANT shall have the absolute and unfettered right at any time, from time to time, to delegate, assign, lease, sell, license or convey to other persons or corporations, all or any of the powers, rights and interests obtained by or conferred upon TENANT pursuant to this Lease and TENANT shall not be bound to give notice thereof to the Landlord or any other party or obtain any consent thereto and may enter into all agreements, contracts, and writings and do all necessary acts and things to give effect to the provisions of this Section.

16 add

17. **Successors and Assigns.** This Lease shall enure to the benefit of and be binding upon the successors and assigns of the Landlord and the successors and assigns of TENANT, and no assignee or successor of the Landlord shall challenge the validity or enforceability of any provision of this Lease and every assignee or successor of the Landlord shall be bound by all the obligations of the Landlord hereunder. Upon a conveyance or assignment of its interest in the Lands, the Landlord shall provide TENANT with written notice of the identity of the successor or assignee and the address at which the rent shall be tendered and notices given pursuant to the conveyance or assignment.

18. **Over holding.** - In the event that TENANT remains in possession of the Leased Area after the expiration of the Term or any extensions thereof, TENANT shall be deemed to be occupying the Leased Area as a tenant from month to month

[Handwritten signatures and initials]

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at ~~the~~ current monthly rent ^{200% of} or if the rent is payable annually, one twelfth (1/12) of the annual rent. The rent shall thereafter be payable monthly in advance on the first day of each month following the expiration of the Term or any extensions thereof, with all other rights and obligations of this Lease remaining in force to the extent they may apply to a month to month tenancy, subject to the proviso that neither party may terminate the month to month tenancy except by giving ninety (90) days written notice to the other party. No extension of the Term, or any new Term, or any tenancy from year to year will be created by implication of law through over holding.

19. **Condemnation.** - If during the Term or any extensions thereof, the whole or any part of the Lands is taken by eminent domain, the Landlord shall not accept any award for compensation without TENANT'S written consent, which shall not be unreasonably withheld, conditioned, or delayed. TENANT shall be entitled to receive such part of the award as compensates for the loss of its interest in the Leased Area.

20. **Governing Law and Jurisdiction.** - The provisions of this Lease shall be governed by and interpreted in accordance with the laws of the state in which the Lands are located. The parties hereby attorn to the exclusive jurisdiction of the courts of that state.

21. **Entire Lease: Survey.** - This Lease cancels and replaces all other agreements between the parties with respect to the Lands. This Lease contains the entire agreement between the Landlord and TENANT with respect to the Lands and expressly excludes all prior representations and discussions, either oral or written, between the parties other than those set forth in this Lease. Each party acknowledges having obtained adequate explanation of the nature and scope of each of the clauses of this Lease, and having had the opportunity to consult legal counsel with respect thereto. Except as otherwise provided herein, this Lease may not be amended or modified except by written instrument executed by both parties. TENANT may elect to obtain, at its discretion, technical drawings or a survey of the Lands and the Leased Area.

22. **Facsimile Transmissions: Notices.** - Either party may provide consent to the execution, amendment or renewal of this Lease by facsimile transmission, and receipt of a copy of the document so executing, amending or renewing this Lease shall bind the transmitting party to all the terms and conditions contained therein. Any notice required or authorized by this Lease shall be deemed to have been properly given if by personal delivery at any place, or by certified mail or courier, or by facsimile transmission to the address or fax number specified herein, or to any other address or fax number duly notified by one party to the other.

23. **Severability, Interpretation.** - Any provision of this Lease that is determined to be void or unenforceable in whole or in part shall be deemed



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unwritten and shall not affect or impair the validity or enforceability of any other provision of this Lease, which shall all remain binding on the parties. The parties agree that each party and its counsel have had the opportunity to review and revise this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Lease or any revisions or amendments or exhibits hereto

24. **Authorization.** - The Landlord hereby authorizes TENANT during the Term and any extensions thereof, to use the form of correspondence attached as Schedule "B" (the "Authorization Letter"), to obtain from any person, corporation or government authority, any information regarding the Lands that TENANT may require for the purposes of exercising its rights under this Lease, including but not limited to, information pertaining to any mortgages, encumbrances or security interests on the Lands and regarding payment of property taxes by the Landlord and any delinquency thereof, and the Landlord agrees to execute the Authorization Letter from time to time as reasonably requested by TENANT for these purposes.

25. **Environmental.**- During the Term, or any extensions thereof, the Landlord represents and warrants continuously that there are not contained, within or under the Lands, any toxic material or hazardous substances or any other contaminants (collectively "Hazardous Substances") as defined under all applicable state or federal legislation, regulation or orders of any kind. The Landlord shall indemnify and hold TENANT harmless from and against any liability arising from the presence of Hazardous Substances on the Lands. TENANT shall have the right to conduct environmental testing at the Lands and Leased Area at any time during the Term and any extensions thereof and to terminate this Lease immediately without damages or penalty should the results of such environmental testing demonstrate the presence of Hazardous Substances at levels not acceptable to TENANT. TENANT shall comply with all applicable state or federal environmental legislation, regulation or orders of any kind.

26. **Requirements of Contract to Sell Electricity.** - If under any applicable law, rules or procedures, TENANT becomes ineligible to obtain an electricity sales contract offered by any local, state or federal government, or other entity then, at TENANT'S option, the Landlord agrees to execute any additional agreements or amendments to this Lease reasonably needed to the TENANT for its business purposes so long as they do not adversely affect the rights of the Landlord or violate the terms and spirit of this Lease.



27. **Arbitration.** - In the event that either Party provides the other Party with written notice of a dispute arising under this Lease (the "Dispute") then each Party shall use their best efforts to settle the Dispute by consulting and negotiating with each other, in good faith and understanding of their individual and mutual interest, to reach a just and equitable solution satisfactory to each Party. However, if each Party does not reach a solution for the Dispute within Thirty (30) Days following

 
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notice thereof, then either Party may provide written notice to the other Party (the "Arbitration Notice") requiring resolution by arbitration and thereafter the Dispute shall be referred to arbitration for final settlement, to be binding on each Party in accordance with the provisions of the applicable arbitration act of the address of the Landlord including any amendments or replacements thereto, as follows:

- (i) The arbitration tribunal shall consist of One (1) arbitrator appointed by mutual agreement of each Party or, in the event of failure to agree within Ten (10) Days after receipt of the Arbitration Notice, then either Party may apply to a judge of the Superior Court to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass ruling upon the particular matter to be decided;
- (ii) The arbitrator shall be instructed that time is of the essence in proceeding with the determination of the Dispute; and
- (iii) The arbitration shall take place in the State of the address of the Landlord.


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SATURN POWER INC.
P.O. BOX 1000
NEW HAVEN, CONNECTICUT 06510

0123

DATE 20150408

PAY TO THE ORDER OF Boydett Bank
New Haven

\$ 100000

DOLLARS 00/100

RYAN BANK OF CANADA
1000 WINDY HILL RD
NEW HAVEN CT 06510

SATURN POWER INC.

[Signature]

400-127-70 45

Order No. 0102212



STATUS OF RECORD TITLE

SATURN POWER
100 MILL ST, UNIT F
NEW HAMBURG, ON N3A1R1

Date: October 27, 2014
Title Number: 0102212
Title Officer: Aquila Reed
Fee: \$400.00

We have searched the status of record title as to the following described property:

PLEASE SEE ATTACHED EXHIBIT "A"

Vestee:

**PETER M. BOURDET AND LINDA LONG,
AS TENANTS BY THE ENTIRETY**

and dated as of October 13, 2014 at 8:00 A.M.

Said property is subject to the following on records matters:

EXCEPTIONS:

1. Taxes for the fiscal year 2014-2015, a lien, now due and payable.

Map Tax Lot:	3407-02200-00300-000	Property ID:	192650
Amount:	\$65.48	Code No:	138
Map Tax Lot:	3607-A0900-01101-000	Property ID:	886466
Amount:	\$28.49	Code No:	118
Map Tax Lot:	3607-A1500-00301-000	Property ID:	892362
Amount:	\$277.12	Code No:	118
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.

3. This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering growing crops or fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Modoc Point Irrigation District.
5. The rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
6. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Klamath Lake Timber Fire Patrol.
7. Reservations as contained in Patent from United States of America to Lamm Lumber Company,
Recorded: May 5, 1921
Volume: 56, page 204, Deed Records of Klamath County, Oregon
To wit:
"And there is reserved from the lands hereby allotted, a right of way thereof for ditches or canals constructed by the authority of the United States."
(Affects Government Lots 14, 19 and 22, Section 15)
8. Reservations as contained in Patent from the United States of America to Lee Taylor,
Recorded: May 15, 1925
Volume: 65, page 596, Deed Records of Klamath County, Oregon
To wit:
"And there is reserved from the lands hereby allotted, a right of way thereof for ditches or canals constructed by the authority of the United States."
(Affects Government Lots 4 and 5, Section 15)
9. Reservation of subsurface rights as contained in Deed recorded in Volume 302, page 581, Deed Records of Klamath County, Oregon.
10. Reservations and restrictions in Land Status Report, recorded October 7, 1958 in Volume 304, page 243, Deed Records of Klamath County, Oregon. (Affects Government Lots 31 and 32 Section 9)
11. Reservation and restrictions in Land Status Report as recorded on October 2, 1958 in Volume 304, page 261, Deed Records of Klamath County, Oregon.
(Affects Government Lots 8 and 9, Section 16; Government Lots 12, 13 and S1/2 Lot 5, Section 15)

12. Reservations as contained in Deed recorded February 8, 1959 in Volume 309, page 485, Deed Records of Klamath County, Oregon.

To wit:

"This conveyance is made pursuant to the provisions of the Act of August 13, 1954 (68 Stat. 720, 722)."

"Title to the above described property is conveyed subject to any existing easements for public roads and highways for public utilities, and for railroads and pipelines, and for any other easements or rights of way of record."

"There is reserved from the lands hereby granted a right of way of the Southern Pacific Railway Company, approved by the Assistant Secretary of the Interior on February 4, 1914, pursuant to the provisions of the Act of March 2, 1899 (30 Stat. 990) as amended by the Act of June 21, 1906, (34 Stat. 325,330) and Section 16 of the Act of June 25, 1910 (36 Stat. L., 855-859)."

"There is reserved from the lands hereby granted a right of way for the Dalles-California Highway No. 97, approved April 13, 1938, by the Assistant Secretary of the Interior, subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1084), and Departmental regulations thereunder."

"The lands hereby conveyed are subject to a lien, prior, and superior to all other liens for the amount of costs and charges due to the United States for an on account of construction, operation, and maintenance of the irrigation system or acquisition of water rights by which said lands have been or are to be reclaimed and the lien so created is hereby expressly reserved in accordance with the provisions of the Act of March 7, 1928 (45 Stat. 200-210), and as supplemented by the Act of July 1, 1932 (47 Stat. 564,565)." Affects: Government Lots 3, 6 and 11, Section 15"

13. An easement created by instrument, subject to the terms and provisions thereof,

Dated: March 9, 1989
Recorded: March 22, 1989
Volume: M89, page 4869, Microfilm Records of Klamath County, Oregon
In favor of: Pacific Power and Light Company
For: Electric transmission and distribution lines
(Affects SW1/4 NW1/4 Section 15)

14. Right of Way Easement, subject to the terms and provisions thereof;

Recorded: July 11, 1996
Volume: M96, page 20615, Microfilm Records of Klamath County, Oregon
In favor of: Pacific Power & Light Company
For: Electric transmission and distribution line
(Affects a strip of land 20 feet in width not specifically located of record in the SE NE of Said Section 22 and other property)

Order No. 102212

15. Line of Credit Deed of Trust, Mortgage, Assignment of Rents and Security Agreement and Fixture Filing, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: December 14, 2006
Recorded: December 21, 2006
Volume: 2006, page 025143, Microfilm Records of Klamath County, Oregon
Amount: \$990,000.00
Grantor: Peter M. Bourdet (who also appears of record as Pete Bourdet) and Linda Long, husband & wife
Beneficiary: Harvest Capital Company
(with other property)

The beneficial interest under said Trust Deed was assigned by instrument;

Dated: March 2, 2011
Recorded: March 9, 2011
Volume: 2011-003390, Microfilm Records of Klamath County, Oregon
From: Harvest Capital Company, an Oregon corporation
To: U.S. Bank National Association

16. Mortgage, Assignment of Rents and Security Agreement and Fixture Filing, subject to the terms and provisions thereof given to secure an indebtedness with interest thereon and such future advance as may be provided therein;

Dated: December 14, 2006
Recorded: December 21, 2006
Volume: 2006, page 025145, Microfilm Records of Klamath County, Oregon
Rerecorded: February 23, 2007
Volume: 2007-003113, Microfilm Records of Klamath County, Oregon
Amount: \$660,000.00
Mortgagor: Peter M. Bourdet and Linda L. Long, husband and wife
Mortgagee: Harvest Capital Company
(Affects other property also)

The beneficial interest under said Trust Deed was assigned by instrument;

Dated: March 2, 2011
Recorded: March 9, 2011
Volume: 2011-003391, Microfilm Records of Klamath County, Oregon
From: Harvest Capital Company, an Oregon corporation
To: U.S. Bank National Association

END OF EXCEPTIONS

Order No. 102212

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

AmeriTitle

By: Aquiea Reed
AQUIEA REED,

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

The following described real property situate in Klamath County, Oregon:

Township 36 South, Range 7 East of the Willamette Meridian

Section 9: Government Lots 25, 32 and the E1/2 of Government Lot 31 lying Easterly of Highway 427.

PARCEL 2:

Government Lots 4 and 5 and those portions of Government Lots 12 and 13 lying Northerly of Highway 427; all those portions of Government Lots 3, 6, 11 and 14 lying West of the Southern Pacific Railroad Right of Way

PARCEL 3:

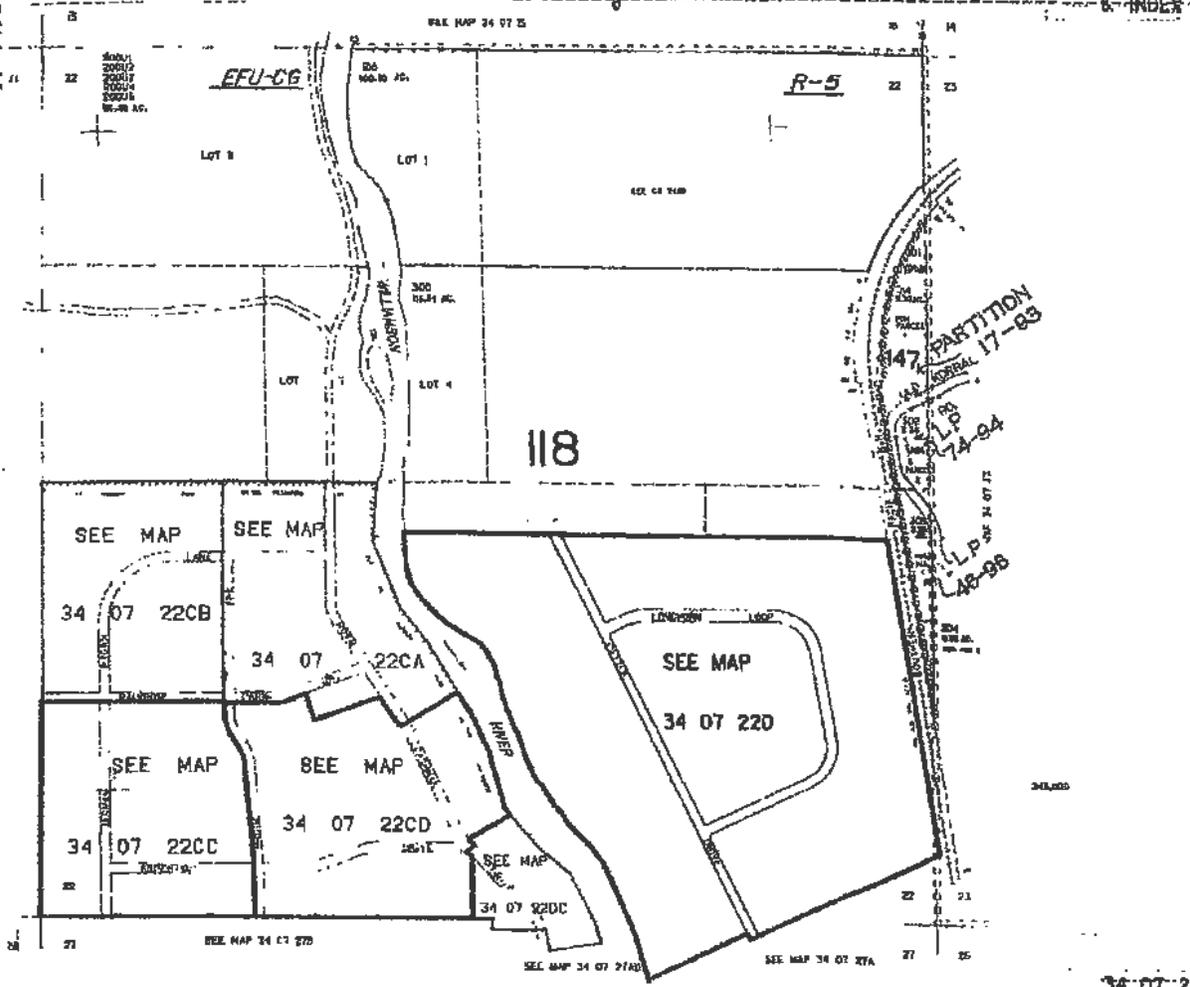
The following described property in Section 22, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Government Lots 4 and 9, that portion of the S1/2 NE1/4 lying Westerly of the Southern Pacific Railroad right-of-way and that portion of the E1/2 SE1/4 lying Westerly of the Southern Pacific Railroad right-of-way and North of the plat of Tract 1314 – PINE RIDGE RANCHES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

THIS MAP WAS PREPARED FOR
RELEVANT PURPOSE ONLY

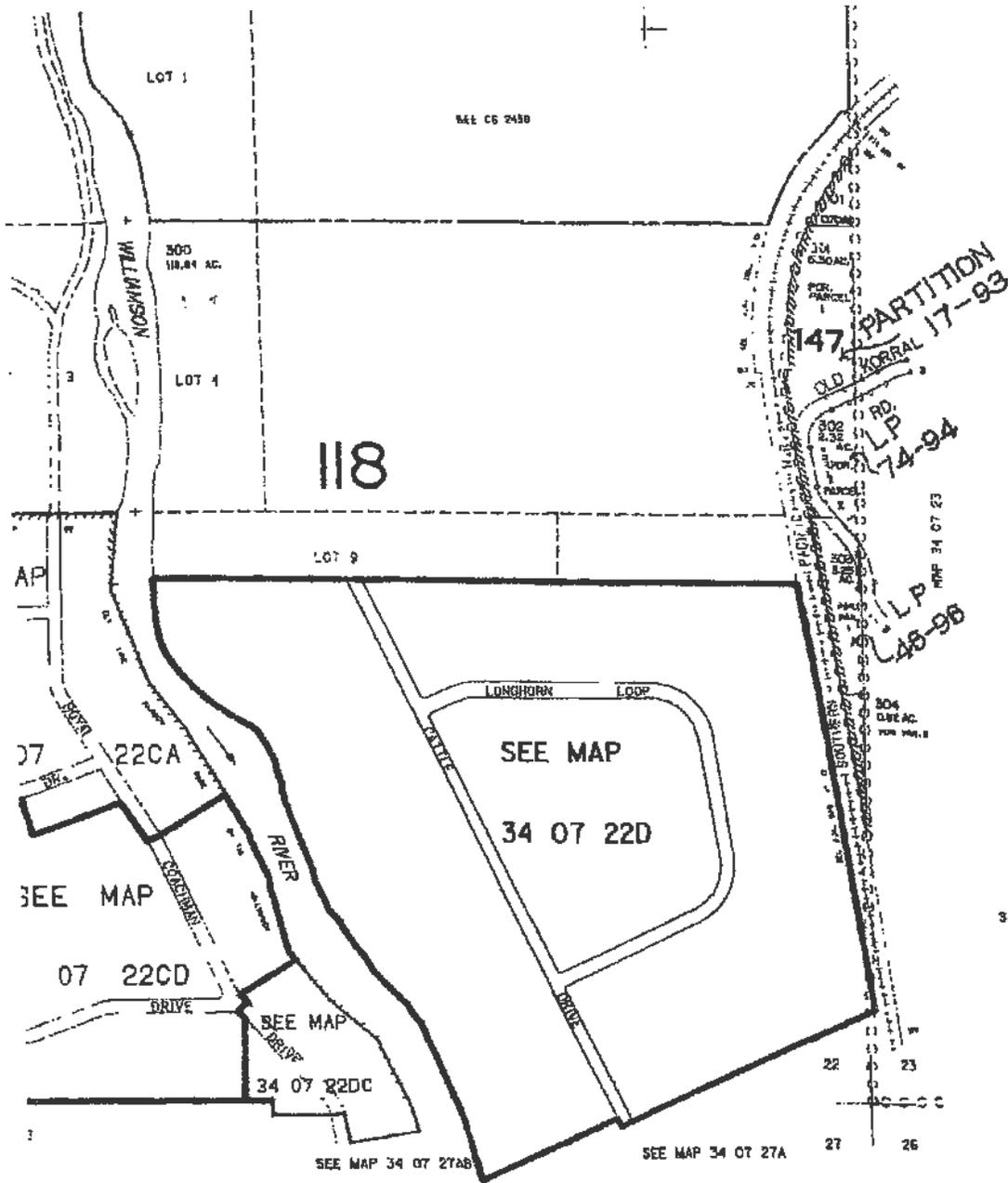
SECTION 22 T.34S. R.07E. W.1M.
KLAMATH COUNTY

34 07 22
INDEX

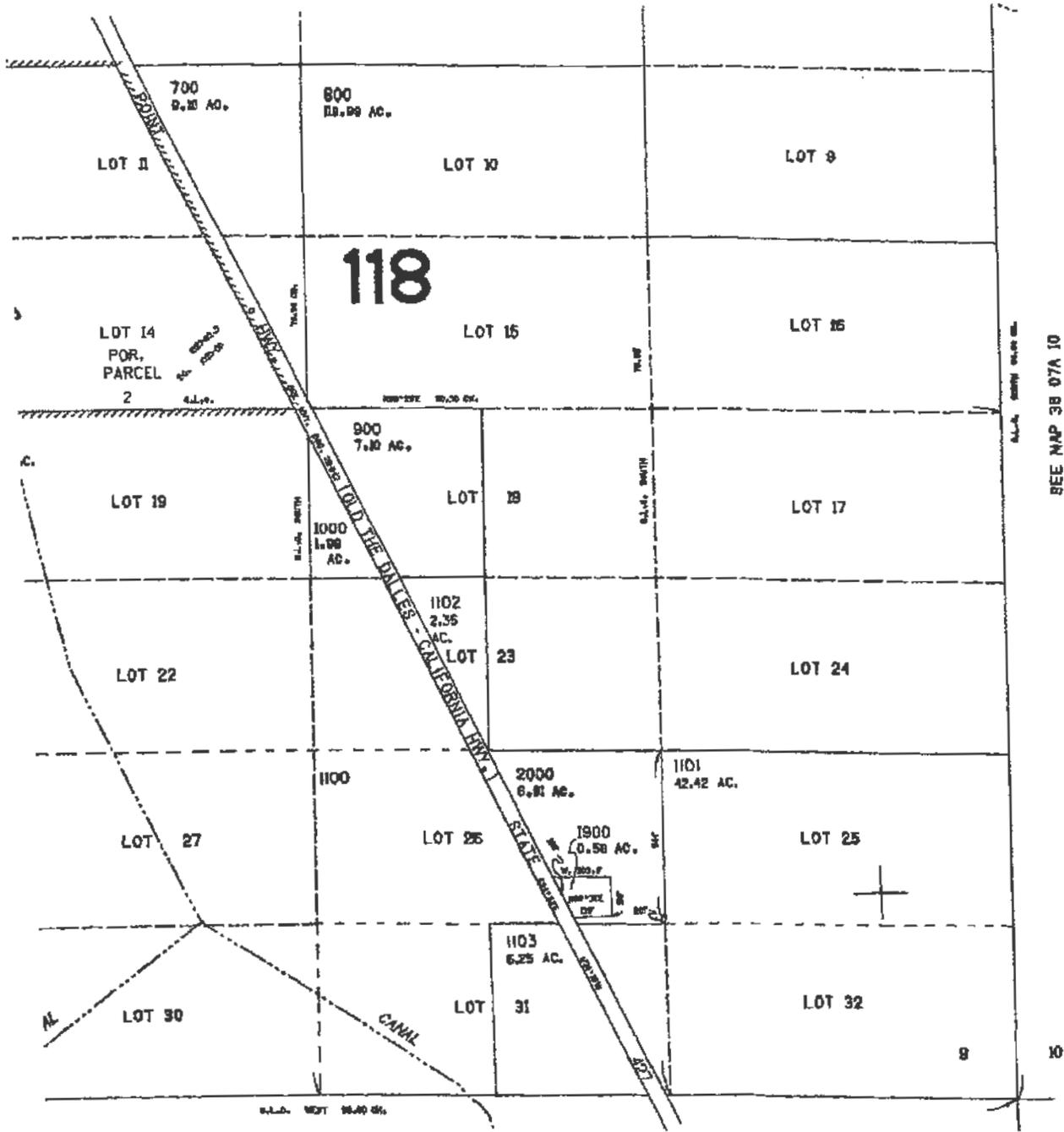


47 PARTITION
CORRAL 17-83
LP 34 07 22
74-84
48-88

34 07 22
INDEX



34 07
& INC



SEE MAP 36 07A 1B

SEE MAP 38 07A 10

16

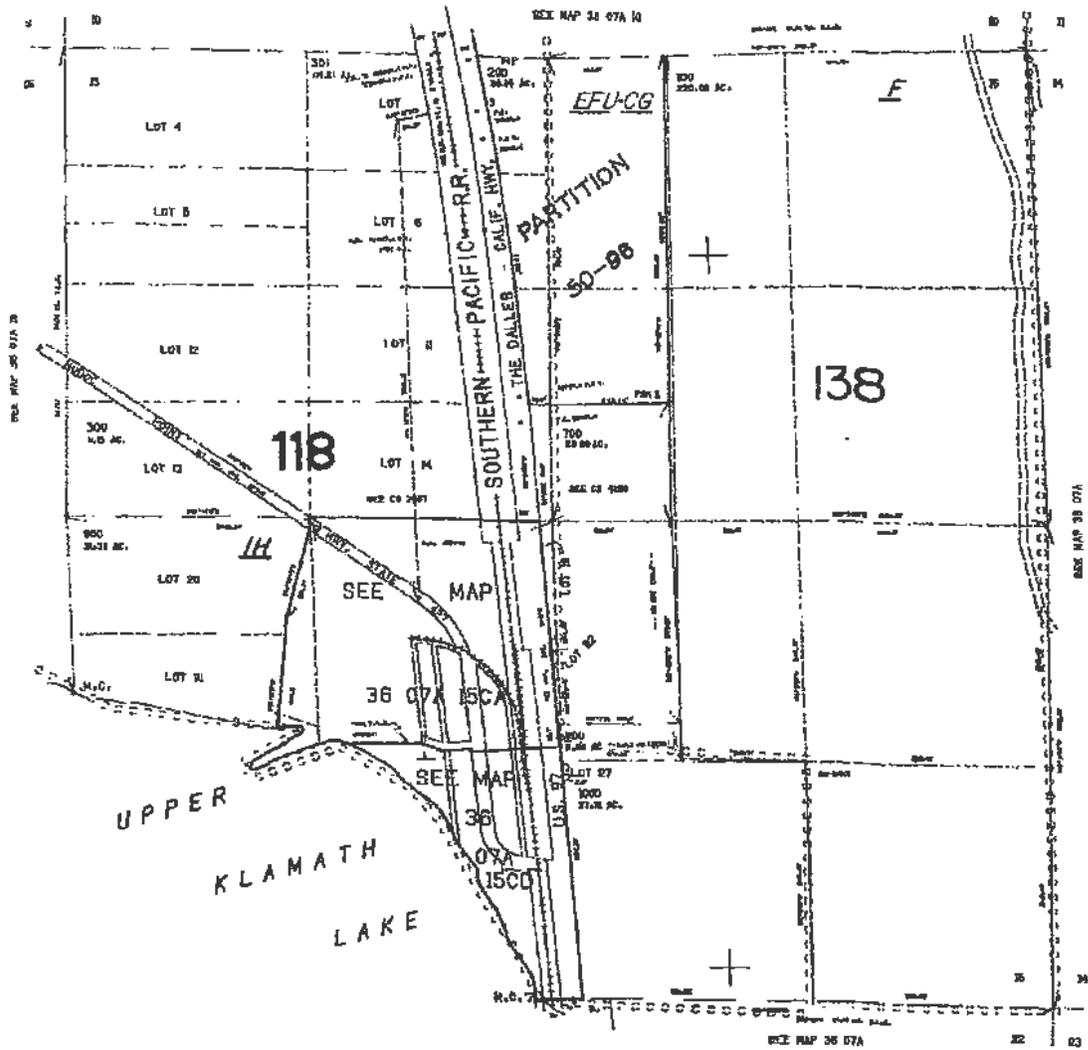
15

THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

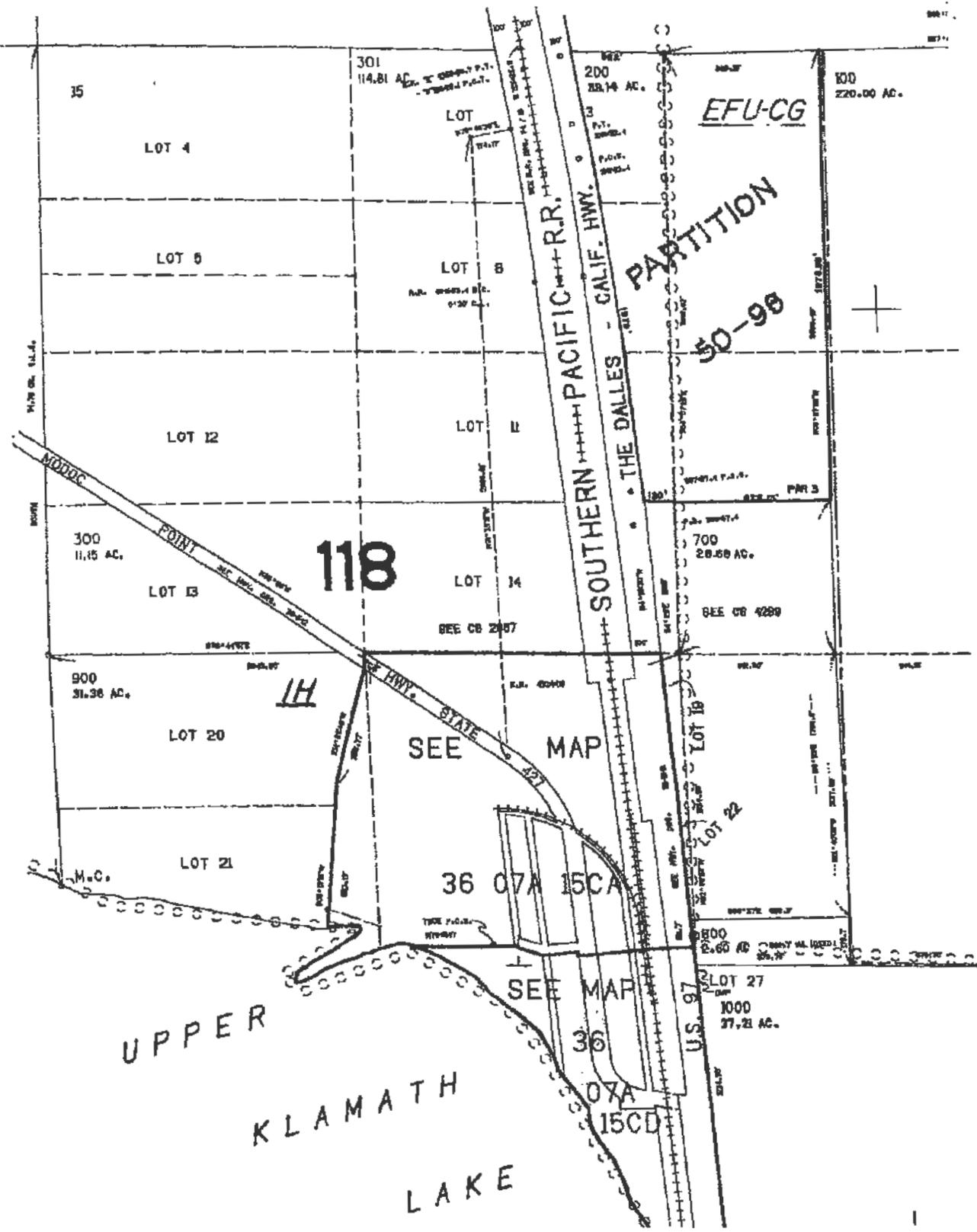
SECTION 15 T.36S, R.07E, W.M.
(EAST OF LAKE)
KLAMATH COUNTY

36 07A 15
& INDEX

1 - 400'



36 07A 15
& INDEX



35

LOT 4

301
114.81 AC.

LOT

200
22.74 AC.

EFU-CG

100
220.00 AC.

LOT 5

LOT 8

PARTITION
50-98

LOT 12

LOT 11

118

LOT 14

300
11.15 AC.

LOT 13

SEE CB 2487

700
28.68 AC.

SEE CB 4289

900
31.36 AC.

LOT 20

SEE MAP

LOT 19

LOT 22

M.C.

LOT 21

36 07A 15CA

SEE MAP

LOT 27

1000
27.21 AC.

UPPER

KLAMATH

LAKE

SOUTHERN PACIFIC R.R.

CALIF. HWY.

THE DALLES

N.79° 08' 11.4"

POINT

IH

TRUCK ROAD

U.S. 97



EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN

A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

Month	Average Energy (kWh)
January	1,124,150
February	1,181,347
March	1,228,637
April	1,960,753
May	2,204,221
June	2,312,172
July	2,447,700
August	2,459,271
September	2,092,677
October	1,652,219
November	1,131,138
December	1,164,147

Seller provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate.

B. MINIMUM ANNUAL DELIVERY CALCULATION

Seller specify the Minimum Annual Delivery of the Facility, and explain the basis for the estimate. NOTE: The Minimum Annual Delivery should be based on the most adverse natural motive force conditions reasonably expected and should take into account maintenance and Seller's load (if any). 10,750,000 is based on adverse maintenance condition that could reduce operating output based on component failure of main equipment and lead time for this equipment, adverse weather conditions during operation

C. MAXIMUM ANNUAL DELIVERY CALCULATION

Seller specify the estimated Maximum Annual Delivery of the Facility, and explain the basis for the estimate. 26,750,000 is based on exceptional weather performance and component performance.

Grid-Connected System: Simulation parameters

Project : Chiloquin County

Geographical Site Klamath Falls Intl Ap [uo] **Country** United States

Situation Latitude 42.2°N **Longitude** 121.7°W
 Time defined as Legal Time Time zone UT-8 **Altitude** 1220 m
 Albedo 0.20

Meteo data: Klamath Falls Intl Ap [uo] TMY - NREL: TMY3 hourly DB (1991-2005)

Simulation variant : Chiloquin

Simulation date 15/08/14 08h02

Simulation parameters

Collector Plane Orientation Tilt 28° **Azimuth** 0°

5 Sheds Pitch 11.0 m **Collector width** 4.00 m
 Inactive band Top 0.00 m **Bottom** 0.00 m
 Shading limit angle Gamma 14.11 ° **Occupation Ratio** 36.4 %

Horizon Free Horizon

Near Shadings Mutual shadings of sheds

PV Array Characteristics

PV module Si-poly **Model** TSM-310 P14A
Manufacturer Trina Solar

Number of PV modules In series 19 modules **In parallel** 2145 strings
Total number of PV modules Nb. modules 40755 **Unit Nom. Power** 310 Wp
Array global power Nominal (STC) 12634 kWp **At operating cond.** 11288 kWp (50°C)
Array operating characteristics (50°C) U mpp 625 V **I mpp** 18049 A
Total area Module area 79079 m²

Inverter **Model** MLX 60, 400Vac
Manufacturer Danfoss

Characteristics **Operating Voltage** 565-850 V **Unit Nom. Power** 60 kW AC
Inverter pack Nb. of inverters 165 units **Total Power** 9900 kW AC

PV Array loss factors

Array Soiling Losses

Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
2.0%	1.0%	1.0%	1.0%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	1.0%	2.0%

Thermal Loss factor Uc (conv) 29.0 W/m²K **Uv (wind)** 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 0.31 mOhm **Loss Fraction** 0.0 % at STC

Module Quality Loss **Loss Fraction** 0.0 %

Module Mismatch Losses **Loss Fraction** 1.0 % at MPP

Incidence effect, ASHRAE parametrization IAM = 1 - bo (1/cos I - 1) **bo Param.** 0.05

System loss factors

AC loss, transfer to Injection **Grid Voltage** 28 kV

External transformer **Wire** 8546 m 3x240 mm² **Loss Fraction** 1.0 % at STC
Iron loss (24H connexion) 12354 W **Loss Fraction** 0.1 % at STC
Resistive/Inductive losses 0.0 mOhm **Loss Fraction** 0.1 % at STC

User's needs : Unlimited load (grid)

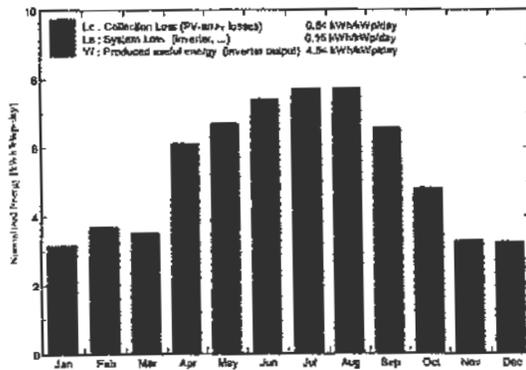
Grid-Connected System: Main results

Project : Chiloquin County
Simulation variant : Chiloquin

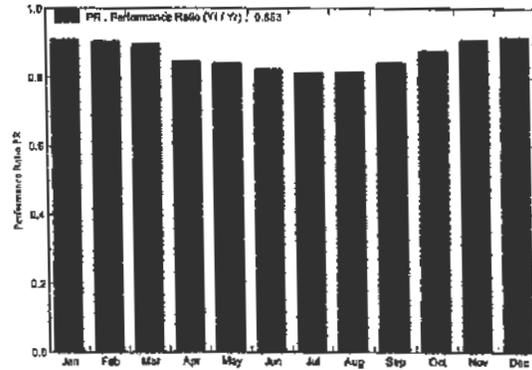
Main system parameters		System type	Grid-Connected
PV Field Orientation	Sheds disposition, tilt	28°	azimuth 0°
PV modules	Model	TSM-310 P14A	Pnom 310 Wp
PV Array	Nb. of modules	40755	Pnom total 12634 kWp
Inverter	Model	MLX 60, 400Vac	Pnom 60.0 kW ac
Inverter pack	Nb. of units	165.0	Pnom total 9900 kW ac
User's needs	Unlimited load (grid)		

Main simulation results
System Production **Produced Energy** 20958432372 W/year **Specific prod.** 1659 kWh/kWp/year
Performance Ratio PR 85.3 %

Normalized productions (per installed kWp): Nominal power 12634 kWp



Performance Ratio PR



Chiloquin

Balances and main results

	GlobHor kWh/m ²	T Amb °C	GlobInc kWh/m ²	GlobEff kWh/m ²	EArray kWh	E_Grid kWh	EffArrR %	EffSysR %
January	58.4	-0.80	97.6	91.5	1163859	1124150	15.07	14.56
February	72.4	2.85	103.3	97.9	1221610	1181347	14.95	14.46
March	94.7	2.10	108.5	102.2	1268916	1226637	14.78	14.31
April	167.7	7.19	183.7	173.7	2023872	1960753	13.94	13.50
May	208.9	10.66	207.7	197.6	2273658	2204221	13.85	13.42
June	233.9	15.85	222.0	211.7	2383548	2312172	13.68	13.17
July	245.2	20.31	238.6	227.9	2521804	2447700	13.36	12.97
August	223.3	19.53	238.8	228.4	2534612	2459271	13.42	13.02
September	159.6	12.95	196.7	188.5	2159165	2092677	13.88	13.46
October	106.1	7.15	149.0	142.6	1706639	1652219	14.48	14.02
November	60.8	1.64	98.5	93.1	1170557	1131138	15.03	14.53
December	57.0	-0.61	100.6	94.0	1203680	1164147	15.13	14.63
Year	1687.9	8.26	1945.1	1848.8	21631920	20958432	14.06	13.63

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 : Chiloquin County
Simulation variant : Chiloquin

Main system parameters	System type	Grid-Connected	
PV Field Orientation	Sheds disposition, tilt	28°	azimuth 0°
PV modules	Model	TSM-310 P14A	Pnom 310 Wp
PV Array	Nb. of modules	40755	Pnom total 12634 kWp
Inverter	Model	MLX 60, 400Vac	Pnom 60.0 kW ac
Inverter pack	Nb. of units	165.0	Pnom total 9900 kW ac
User's needs	Unlimited load (grid)		

Loss diagram over the whole year

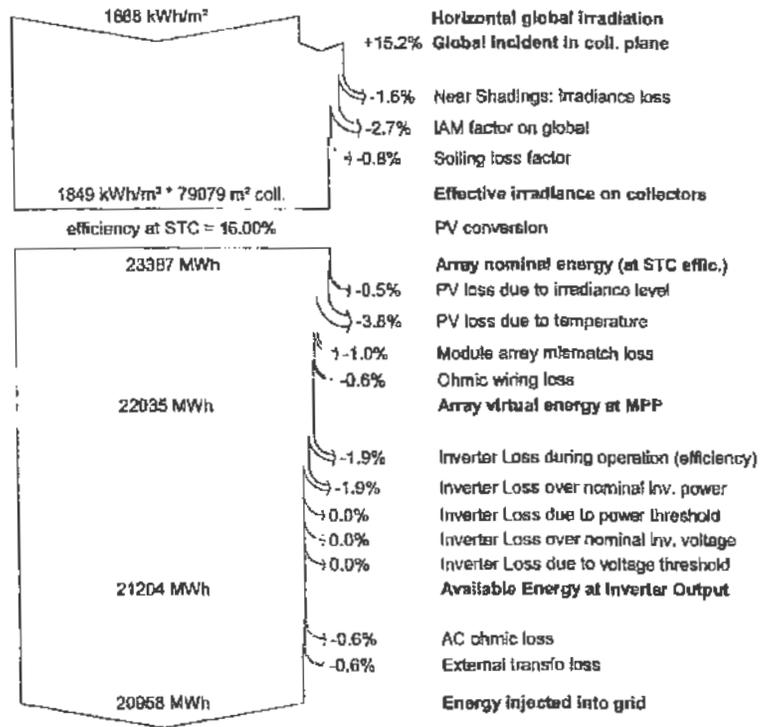


EXHIBIT D-2
ENGINEER'S CERTIFICATION OF
MOTIVE FORCE PLAN

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.

See Attached Letter



October 17, 2014

Jeremy Goertz
Vice President - Construction/Business Development
Saturn Power
100 Mill St. Unit F
New Hamburg, Ont, N3A 1R1
jgoertz@saturnpower.ca

RE: Klamath County 12.6MW Photovoltaic Installation
Estimated Annual Production Model

Dear Jeremy,

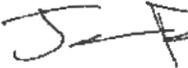
We were retained to evaluate the estimated annual production at the proposed photovoltaic (PV) installation mentioned above. We were provided equipment specifications, array information, and project location by Saturn Power.

We certify that the implementation of the new PV installation can reasonably be expected to provide annual energy production above the minimum value of 10,750 MWh per year. The anticipated average production will be approximately 20,958 MWh per year with an estimated maximum production of 26,750 MWh per year.

The production is based on the output from the PVsyst modelling software and is an industry-accepted performance tool. We independently verified these results using another industry-accepted software, PVWatts.

Please let me know if you have any additional questions.

Sincerely,


Joseph Payne, P.E.
(503) 329-4643

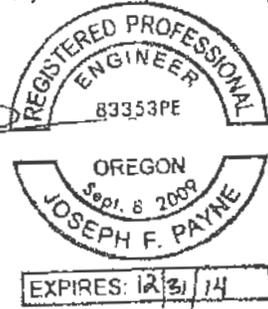


EXHIBIT E

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

Redefine natural energy **Together**

Seller Authorization to Release Generation Data to PacifiCorp

August 15, 2014

Q 0612

Transmission Services
Attn: Director, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: Interconnection Request

Dear Sir:

Saturn Power Corp. hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Saturn Power Corp'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.

Saturn Power Corp acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.



Ray Roth

Vice President, General Manager



Canadian Head Office
100 Mill Street, New Hamburg, Ontario, N3A 2K6 Canada
tel: 519.804.9163 • Fax: 519.220.5912

US Office
3666K Street NW, Washington DC, 20006 USA
• Toll Free phone: 866-967-8654

saturnpower

EXHIBIT G
SCHEDULE 37 AND PRICING SUMMARY TABLE

	On-Peak (cents/kWh)	Off-Peak (cents/kWh)
2016	3.85	2.84
2017	4.06	3.01
2018	4.33	3.20
2019	4.55	3.41
2020	4.78	3.84
2021	4.92	4.25
2022	5.58	4.83
2023	5.79	5.02
2024	8.84	7.36
2025	9.01	7.49
2026	9.17	7.64
2027	9.34	7.78
2028	9.52	7.94
2029	9.68	8.11
2030	9.85	8.28
2031, up to but not including December 16, 2031	10.03	8.46
From December 16, 2031 through the Termination Date	Price specified by Section 5.2 of the Agreement	

**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.

Qualifying Electricity

Electricity that meets the requirements of "qualifying electricity" set forth in the Oregon Renewable Portfolio Standards: ORS 489A.010, 489A.020, and 489A.025.

Renewable Qualifying Facility

A Qualifying Facility that generates Qualifying Electricity.

Wind Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using wind as its motive force.

Baseload Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using any qualifying resource other than wind or solar.

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.

(continued)

Definitions (continued)

Off-Peak Hours

All hours other than On-Peak.

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 4 (Non-Firm Market Index Avoided Cost Price) for all Excess Output.

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 and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project 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.

(continued)

Dispute Resolution (continued)

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.

Pricing Options

1. Standard 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. Standard 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 the Firm Market Indexed Avoided Cost Price. The Standard Fixed Avoided Cost pricing option is available to all Qualifying Facilities. The Standard Fixed Avoided Cost Price for Wind Qualifying Facilities will reflect integration costs as set forth on page 5.

2. Renewable Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Renewable Qualifying Facility and the Company and will not change during the term of the contract. Renewable 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 the Firm Market Indexed Avoided Cost Price. The Renewable Fixed Avoided Cost pricing option is available only to Renewable Qualifying Facilities. A Renewable Qualifying Facility choosing the Renewable Fixed Avoided Cost pricing option must cede all Green Tags generated by the facility, as defined in the standard contract, to the Company during the Renewable Resource Deficiency Period identified on page 6, except that a Renewable Qualifying Facility retains ownership of all Environmental Attributes generated by the facility, as defined in the standard contract, during the Renewable Resource Sufficiency Period identified on page 6 and during any period after the first 15 years of a longer term contract (up to 20 years).

3. 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.

4. 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 or, for under delivery or early termination, or default security for these purposes. Monthly On-Peak / Off-Peak prices paid are 93 percent of a blending of ICE Day Ahead Power Price Report at market hubs for on-peak and off-peak firm index prices. The monthly blending matrix is available upon request. The Non-Firm Market Index Avoided Cost pricing option is available to all Qualifying Facilities. The Non-Firm Market Index Avoided Cost Price for Wind Qualifying Facilities will reflect integration costs.

(continued)

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

Page 4

Monthly Payments

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

Renewable or Standard 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 renewable or standard fixed prices as provided in this schedule. On-Peak and Off-Peak are defined in the definitions section of this schedule.

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. On-Peak and Off-Peak are defined in the definitions section of this schedule.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices
Standard Fixed Avoided Cost Prices

Fixed Prices €/kWh						
Deliveries During Calendar Year	Base Load QF (1)		Wind QF (2)		Solar QF	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)	(c)	(d)	(e)	(f)
2014	3.98	2.62	3.71	2.35	3.98	2.62
2015	3.04	2.86	3.67	2.59	3.94	2.86
2016	3.85	2.84	3.58	2.57	3.85	2.84
2017	4.06	3.01	3.79	2.73	4.06	3.01
2018	4.33	3.20	4.04	2.92	4.33	3.20
2019	4.55	3.41	4.26	3.12	4.55	3.41
2020	4.78	3.84	4.48	3.54	4.78	3.84
2021	4.92	4.25	4.62	3.95	4.92	4.25
2022	5.58	4.83	5.28	4.53	5.58	4.83
2023	5.79	5.02	5.48	4.71	5.79	5.02
2024	6.97	3.91	3.72	3.59	4.32	3.91
2025	7.11	4.00	3.81	3.68	4.42	4.00
2026	7.31	4.13	3.94	3.80	4.56	4.13
2027	7.52	4.29	4.09	3.96	4.73	4.29
2028	7.74	4.44	4.24	4.11	4.89	4.44
2029	8.00	4.64	4.44	4.30	5.10	4.64
2030	8.25	4.83	4.62	4.48	5.30	4.83
2031	8.42	4.93	4.72	4.57	5.40	4.93
2032	8.59	5.03	4.81	4.66	5.51	5.03
2033	8.78	5.13	4.91	4.75	5.62	5.13
2034	8.94	5.23	5.01	4.85	5.74	5.23
2035	9.11	5.33	5.10	4.94	5.84	5.33
2036	9.30	5.44	5.21	5.05	5.97	5.44
2037	9.50	5.56	5.32	5.16	6.09	5.56
2038	9.70	5.68	5.44	5.27	6.22	5.68
2039	9.90	5.80	5.55	5.38	6.35	5.80
2040	10.11	5.91	5.66	5.48	6.48	5.91

- (1) Capacity Contribution to Peak for Avoided Proxy Resource and Base Load Qualifying Facility resource are assumed 100%.
- (2) The standard avoided cost price for wind is reduced by an integration charge of \$2.55/MWh (\$2012). If Wind Qualifying Facility is not in PacifiCorp's balancing authority area, then no reduction is required.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Renewable Fixed Avoided Cost Prices

Fixed Prices #/kWh		Renewable Fixed Avoided Cost Prices					
Deliveries During Calendar Year (1)	Base Load Renewable QF (2)		Wind QF (3,4)		Solar QF (5)		
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	
	(a)	(b)	(c)	(d)	(e)	(f)	
2014	3.98	2.62	3.71	2.35	3.98	2.62	
2015	3.94	2.86	3.67	2.50	3.94	2.86	
2016	3.85	2.84	3.58	2.57	3.85	2.84	
2017	4.08	3.01	3.79	2.73	4.08	3.01	
2018	4.33	3.20	4.04	2.92	4.33	3.20	
2019	4.55	3.41	4.26	3.12	4.55	3.41	
2020	4.78	3.64	4.48	3.54	4.78	3.64	
2021	4.92	4.25	4.62	3.95	4.92	4.25	
2022	5.58	4.83	5.28	4.53	5.58	4.83	
2023	5.79	5.02	5.48	4.71	5.79	5.02	
2024	11.48	7.36	8.24	7.05	8.84	7.36	
2025	11.70	7.49	8.39	7.17	9.01	7.49	
2026	11.91	7.64	8.54	7.31	9.17	7.64	
2027	12.14	7.78	8.71	7.45	9.34	7.78	
2028	12.36	7.94	8.87	7.61	9.52	7.94	
2029	12.58	8.11	9.02	7.77	9.68	8.11	
2030	12.81	8.28	9.18	7.93	9.85	8.28	
2031	13.05	8.46	9.34	8.10	10.03	8.46	
2032	13.29	8.68	9.51	8.30	10.21	8.68	
2033	13.53	8.87	9.68	8.50	10.39	8.87	
2034	13.79	9.07	9.88	8.69	10.58	9.07	
2035	14.04	9.27	10.03	8.89	10.78	9.27	
2036	14.32	9.49	10.23	9.09	10.99	9.49	
2037	14.59	9.72	10.42	9.32	11.19	9.72	
2038	14.87	9.96	10.60	9.55	11.39	9.96	
2039	15.15	10.21	10.80	9.79	11.60	10.21	
2040	15.47	10.43	11.02	10.00	11.85	10.43	

(1) For the purpose of determining: (1) when the Renewable Qualifying Facility is entitled to renewable avoided cost prices; and (2) the ownership of Environmental Attributes and the transfer of Green Tags to PacificCorp, the Renewable Resource Sufficiency Period ends December 31, 2023, and the Renewable Resource Deficiency Period begins January 1, 2024.

(2) The renewable avoided cost price during the Renewable Resource Deficiency Period (2024-2040) has been increased by an integration charge of \$2.55/MWh (\$2012).

(3) During the Renewable Resource Deficiency Period, the renewable avoided cost price for a Wind Qualifying Facility will be adjusted by adding the difference between the avoided integration costs and the Qualifying Facility's integration costs. If the Wind Qualifying Facility is in PacificCorp's balancing authority area (BAA), the adjustment is zero (integration costs cancel each other out). If the Wind Qualifying Facility is not in PacificCorp's BAA, \$2.55/MWh (\$2012) will be added for avoided integration charges.

(4) During Renewable Resource Sufficiency Period, the renewable avoided cost price for a Wind Qualifying Facility has been reduced by an integration charge of \$2.55/MWh (\$2012) for Wind Qualifying Facilities located in PacificCorp's BAA (in-system). If a Wind Qualifying Facility is not in PacificCorp's BAA, \$2.55/MWh (\$2012) will be added for avoided integration charges.

(5) The renewable avoided cost payment during the Renewable Resource Deficiency Period (2024-2040) has been increased by an integration charge of \$2.55/MWh (\$2012).

(continued)

P.U.C. OR No. 36

Issued August 11, 2014

R. Bryce Dalley, Vice President, Regulation

Second Revision of Sheet No. 37-6
 Canceling First Revision of Sheet No. 37-6
 Effective for service on and after August 20, 2014
 Advice No. 14-007

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)

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 as defined in this Schedule (i.e., standard fixed price, renewable fixed price);
 - (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 Public Utility Commission of Oregon 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)

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.

EXHIBIT H
GREEN TAG ATTESTATION AND BILL OF SALE

Subject to Green Tags ownership as defined in Section 5.5, from the period commencing on ____ and ending on _____, _____ ("Seller") hereby sells, transfers and delivers to PacifiCorp the Green Tags (including all Green Tag Reporting Rights) associated with the generation of Net Output under the Power Purchase Agreement (Renewable Energy) between Seller and PacifiCorp dated [_____] (the "PPA"), as described below, in the amount of one Green Tag for each megawatt hour generated. Defined terms used in this Green Tag Attestation and Bill of Sale (as indicated by initial capitalization) shall have the meaning set forth in the PPA.

Facility name and location: _____ Fuel Type: _____

Capacity (MW): _____ Operational Date: _____

Energy Admin. ID no.: _____

Dates	MWh generated
-------	---------------

_____	_____
-------	-------

Seller further attests, warrants and represents, under penalty of perjury, as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to PacifiCorp is its one and only sale of the Green Tags referenced herein;
- iii) the Facility generated Output in the amount indicated above; and
- iv) to the best of Seller's knowledge, each of the Green Tags associated with the generation Output have been generated and sold by the Facility.

This Green Tag Attestation and Bill of Sale confirms, in accordance with the PPA, the transfer from Seller to PacifiCorp all of Seller's right, title and interest in and to the Green Tags (including Green Tag Reporting Rights), as set forth above.

Seller's Contact Person: [_____]

WITNESS MY HAND,

a _____

By _____

Its _____

Date: _____

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

POWER PURCHASE AGREEMENT

BETWEEN

TUMBLEWEED SOLAR LLC

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

AND

PACIFICORP

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ADDENDUM A: JURY TRIAL WAIVER
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EXHIBIT C: REQUIRED FACILITY DOCUMENTS
EXHIBIT D-1: SELLER'S MOTIVE FORCE PLAN
EXHIBIT D-2: ENGINEER'S CERTIFICATION OF MOTIVE FORCE PLAN
EXHIBIT E: START-UP TESTING
EXHIBIT F: SELLER AUTHORIZATION TO RELEASE GENERATION DATA TO
PACIFICORP
EXHIBIT G: SCHEDULE 37 AND PRICING SUMMARY TABLE
EXHIBIT H: GREEN TAG ATTESTATION AND BILL OF SALE

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT, entered into this 12th day of October, 2015, is between Tumbleweed Solar 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 **Deschutes** solar facility for the generation of electric power, including interconnection facilities, located in Deschutes County, Oregon with a Facility Capacity Rating of 9,900 -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 December 16, 2016 ("**Scheduled Initial Delivery Date**"); and
- C. Seller intends to operate the Facility as a Qualifying Facility, commencing commercial operations on December 16, 2016 ("**Scheduled Commercial Operation Date**"); and
- D. Seller estimates that the average annual Net Energy to be delivered by the Facility to PacifiCorp is 19,786,000 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 **“CAMD”** means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any state or federal entity given jurisdiction over a program involving transferability of Green Tags.

1.5 **“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:

1.5.1 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;

1.5.2 The Facility has completed Start-Up Testing;

1.5.3 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;

- 1.5.4 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).
- 1.5.5 Seller has complied with the security requirements of Section 10.
- 1.5.6 PacifiCorp has received an executed copy of **Exhibit F**—Seller’s Interconnection Request.
- 1.6 **“Commission”** means the Oregon Public Utilities Commission.
- 1.7 **“Contract Price”** means the applicable price for capacity or energy, or both capacity and energy, stated in Sections 5.1, 5.2, and 5.3.
- 1.8 **“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.
- 1.9 **“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.
- 1.10 **“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.
- 1.11 **“Effective Date”** shall have the meaning set forth in Section 2.1.
- 1.12 **“Energy Delivery Schedule”** shall have the meaning set forth in Section 4.5.
- 1.13 **“Environmental Attributes”** shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water.

Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.14 “**Excess Output**” shall mean any increment of Net Output delivered at a rate, on an hourly basis, exceeding the Facility Capacity Rating.

1.15 “**Facility**” shall have the meaning set forth in Recital A.

1.16 “**Facility Capacity Rating**” means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.17 “**FERC**” means the Federal Energy Regulatory Commission, or its successor.

1.18 “**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.

1.19 “**Green Tags**” means (1) the Environmental Attributes associated with all Net Output, together with (2) all WREGIS Certificates; and (3) the Green Tag Reporting Rights associated with such energy, Environmental Attributes and WREGIS Certificates, however commercially transferred or traded under any or other product names, such as “Renewable Energy Credits,” “Green-e Certified”, or otherwise. One (1) Green Tag represents the Environmental Attributes made available by the generation of one (1) MWh of energy from the Facility. Provided however, that “Green Tags” do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.20 “**Green Tag Reporting Rights**” means the exclusive right of a purchaser of Green Tags to report exclusive ownership of Green Tags in compliance with federal or state law, if applicable, and to federal or state agencies or other parties at such purchaser's discretion, and include reporting under Section 1605(b) of the Energy Policy Act of 1992, or under any present or future domestic, international, or foreign emissions trading program or renewable portfolio standard.

1.21 “**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.

1.22 **“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.

1.23 **“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

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

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

1.26 **“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.

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

1.28 **“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.

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

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

1.31 **“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.

1.32 **“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**.

1.33 **“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.

1.34 **“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.

1.35 **“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.

1.36 **“Renewable Resource Deficiency Period”** means the period from 2024 through 2040_____.

1.37 **“Renewable Resource Sufficiency Period”** means the period from 2014 through 2023.

1.38 **“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).

1.39 **“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**.

1.40 **“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**.

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

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

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

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

1.45 “**WREGIS**” means the Western Renewable Energy Generation Information System or successor organization in case WREGIS is ever replaced.

1.46 “**WREGIS Certificate**” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules dated July 15, 2013.

1.47 “**WREGIS Operating Rules**” means the operating rules and requirements adopted by WREGIS, dated July 15, 2013.

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,

By September 15, 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.

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

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 December 15, 2036 [enter Date that is no later than 20 years after the Scheduled Initial Delivery Date] (“**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 corporation duly organized and validly existing under the laws of Delaware.
 - 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 Ownership Requirements in Commission Proceedings No. UM 1129 and UM 1610. 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. These ownership requirements, as well as the dispute resolution provision governing any disputes over a QF's entitlement to the standard rates and standard contract with respect to the requirements, are detailed in Schedule 37.

- i. 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 (a) all Net Output from the Facility delivered to the Point of Delivery and (b) all Green Tags associated with the output or otherwise resulting from the generation of energy by the Facility (which shall come from the Facility and from no other source), for the periods during which the Green Tags are required to be transferred to PacifiCorp under the terms of Section 5.5.

4.2 Average Annual Generation. Seller estimates that the Facility will generate, on average, 19,786,000 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 10,750,000 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 26,750,000 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**.

4.6 Transfer of Title to Green Tags; Documentation of Green Tags Transfers. Subject to the Green Tags ownership as defined in Section 5.5, title to the Green Tags shall pass from Seller to PacifiCorp immediately upon the generation of the Net Output at the Facility that gives rise to such Green Tags. The Parties shall execute all additional documents and instruments reasonably requested by PacifiCorp in order to further document the transfer of the Green Tags to PacifiCorp or its designees. Without limiting the generality of the foregoing, Seller shall, on or before the 10th day of each month, deliver to PacifiCorp a Green Tags Attestation and Bill of Sale in the form attached as **Exhibit H** for all Green Tags delivered to PacifiCorp hereunder in the preceding month, along with any attestation that is then-current with the Center for Resource Solution’s Green-e program or successor organization in case the Center for Resource Solutions is replaced by another party over the life of the contract. Seller, at its own cost and expense, shall register with, pay all fees required by, and comply with, all reporting and other requirements of WREGIS relating to the Facility or Green Tags, except that when Seller is required to transfer Green Tags to PacifiCorp under Section 5.5, PacifiCorp will pay all fees

required by WREGIS relating to the Green Tags. Seller shall ensure that the Facility will participate in and comply with, during the Term, all aspects of WREGIS. Seller will use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of WREGIS Certificates to PacifiCorp, and transfer such WREGIS Certificates to PacifiCorp, in accordance with WREGIS reporting protocols and WREGIS Operating Rules. Seller may either elect to enter into a Qualified Reporting Entity Services Agreement with PacifiCorp in a form approved by PacifiCorp, enter into a Qualified Reporting Entity Services Agreement with a third-party authorized to act as a Qualified Reporting Entity, or elect to act as its own WREGIS-defined Qualified Reporting Entity. Seller shall promptly give PacifiCorp copies of all documentation it submits to WREGIS. Further, in the event of the promulgation of a scheme involving Green Tags administered by CAMD, upon notification by CAMD that any transfer contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Seller shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Green Tags purchased by PacifiCorp hereunder belong to any person other than PacifiCorp. Without limiting the generality of PacifiCorp's ownership of the Green Tag Reporting Rights, PacifiCorp may report under such program that such Green Tags purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfer. Seller shall reasonably cooperate in any registration by PacifiCorp of the Facility in the renewable portfolio standard or equivalent program in all such further states and programs in which PacifiCorp may wish to register or maintain registration of the Facility by providing copies of all such information as PacifiCorp reasonably required for such registration.

SECTION 5: PURCHASE PRICES

5.1 Seller shall have the option to select one of three pricing options: Standard Fixed Avoided Cost Prices ("Fixed Price Standard"), Renewable Fixed Avoided Cost Prices ("Fixed Price Renewable"), or Firm Market Indexed Avoided Cost Prices ("Firm Electric 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):

_____	Fixed Price Standard
___X___	Fixed Price Renewable
_____	Firm Electric 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 Standard Seller Only). In the event Seller elects the Fixed Price Standard pricing 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 Firm Electric Market.

5.3 (Fixed Price Renewable Seller Only). In the event Seller elects the Fixed Price Renewable pricing 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 Firm Electric Market.

5.4 For all Excess Output and for all Net Output delivered prior to the Commercial Operation Date, PacifiCorp shall pay Seller 93 percent of a blended market index price for day-ahead firm energy at Mid-Columbia, California Oregon Border (COB), Four Corners and Palo Verde market indices as reported by the Intercontinental Exchange (ICE), 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

5.5.1 (Fixed Price Standard Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes under this Agreement throughout the Term.

5.5.2 (Fixed Price Renewable Seller Only): PacifiCorp waives any claim to Seller's ownership of Environmental Attributes during the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Scheduled Initial Delivery Date. Subject to the foregoing, Seller shall transfer the Green Tags to PacifiCorp in accordance with Section 4.5 during the Renewable Resource Deficiency Period.

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 months' 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, 5.2, and 5.3 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).

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.

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.

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.

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.

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.

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.

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.

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.

11.3.2 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.

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.

Default Security Available. If Seller has posted Default Security, PacifiCorp may draw upon that security to satisfy any damages, above.

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.

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.

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:

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.

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:

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

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

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	Saturn Power Corp C/O S&W 100 Mill St. Unit F Attn: Jeremy Goertz New Hamburg, Ont, N3A 1R1 Phone: 866-961-8654 Fax: 519-220-5912 Tax ID: 30-0829959
All Invoices:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	(same as street address above) Attn: Accounts Payable Phone: 866-961-8654 Fax: 519-220-5912
Scheduling:	(same as street address above) Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	(same as street address above) Attn: Jeremy Goertz Phone: 866-961-8654 Fax: 519-220-5912
Payments:	(same as street address above) Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	(same as street address above) Attn: Accounts Receivable Phone: 866-961-8654 Fax: 519-220-5912
Wire Transfer:	Bank One N.A. ABA: ACCT: NAME: PacifiCorp Wholesale	Available upon request
Credit and	(same as street address above)	(same as street address above)

Notices	PacifiCorp	Seller
Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813 - 5609	Attn: Saturn Credit Phone: 866-961-8654 Fax: 519-220-5912
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	same as street address above) Attn: Counsel Phone: 866-961-8654 Fax: 519-220-5912

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

Tumbleweed Solar LLC

By:  _____

By: _____

ndk
Name: Bruce Griswold

Name:

Title: Director, Short-Term Origination
and QF Contracts

Title:

October 12, 2013

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

Tumbleweed Solar LLC

By: _____

By:  _____

Name: Bruce Griswold

Name: Ray Roth

Title: Director, Short-Term Origination
and QF Contracts

Title: V.P.

ADDENDUM A
Jury Trial Waiver

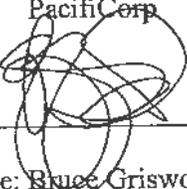
PacifiCorp and Tumbleweed Solar LLC ("Tumbleweed") are parties to that certain Power Purchase Agreement executed the date last written below (the "PPA"). This Addendum A to the PPA is entered into by and between PacifiCorp and Tumbleweed and is intended to be interpreted and applied to the PPA.

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 12th day of October, 2015.

PacifiCorp
By: 
Name: Bruce Griswold
Title: Director, Short-Term Origination
and QF Contracts
 12/2015

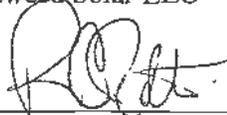
Tumbleweed Solar LLC
By: 
Name: Ray Roth
Title: VP

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

Seller's Facility consists of a 9.9 MWac solar photovoltaic project including PV panels, inverters, and fixed tilt system. More specifically, the inverter at the Facility is described as:

Number of Inverters: 165_
Model: Danfoss MLX 60
Number of Phases: 3
Rated Output (kW): 9,900 **Rated Output (kVA):** 9,900
Rated Voltage (line to line): 480V
Maximum kW Output: 9,900 **Maximum kVA Output:** 9,900 kVA
Minimum kW Output: 0

Facility Annual Degradation Rate: 0.7 %

Facility Capacity Rating: 9,900 kW.

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

Station service requirements, and other loads served by the Facility, if any, are described as follows:

Transformer: 70% , Tracker Motor:- ____ %, Data Acquisition and Aux Loads: 30%

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 Redmond in Deschutes County, Oregon. The location is more particularly described as follows:

GPS: Lat 44.186, Long-121234
Parcel ID: 130521

Power factor requirements: Power Factor Range – 0.8 Leading, 0.8 Lagging

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.
 1. 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 5D184, Facility Point 01416012.0135560, out of the Deschutes 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 Q0613.
 2. The project site map and one-line diagram are attached.

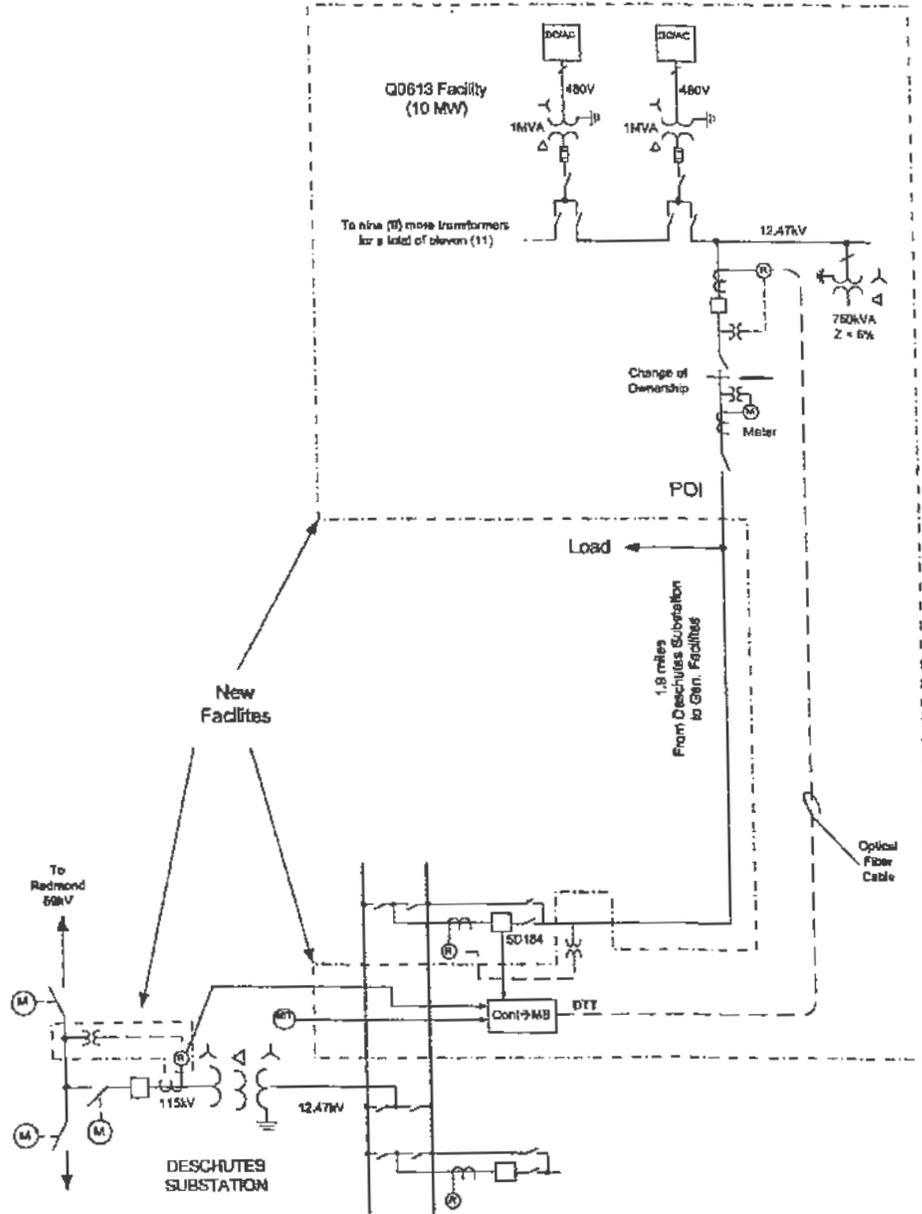


Figure 2: Simplified One-line Diagram and Protection System

SW Young Ave

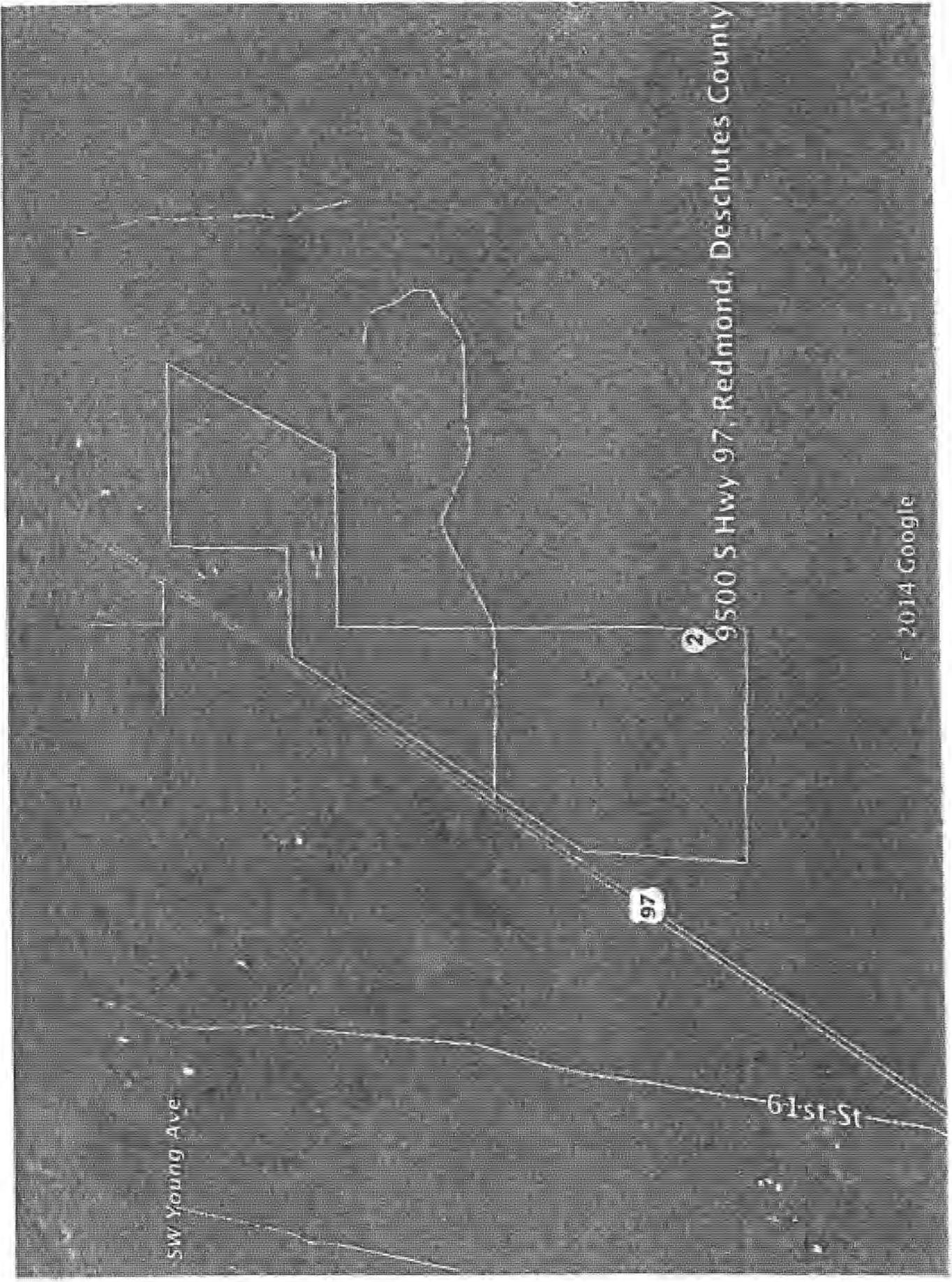
61st St

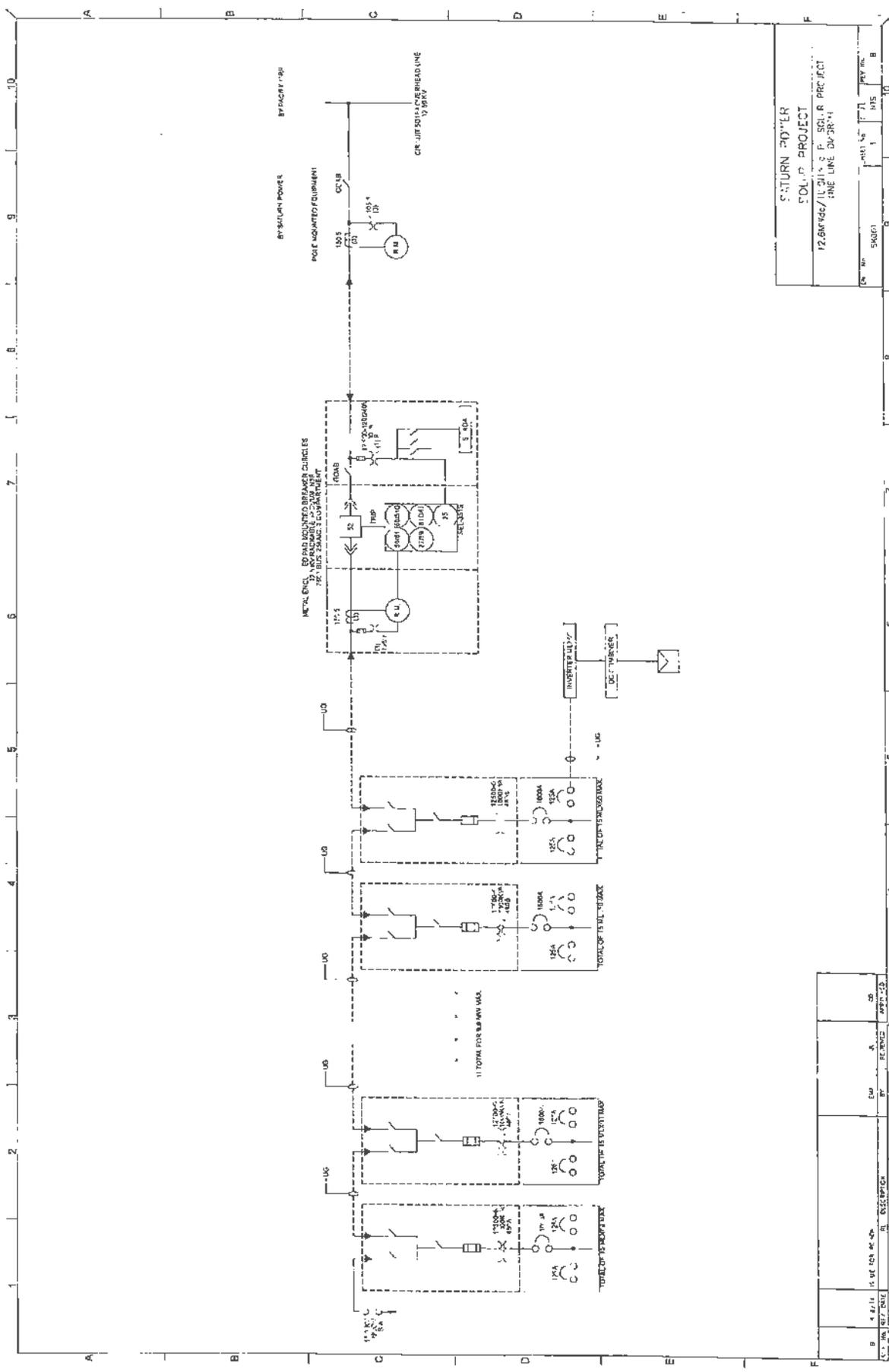
97

2

9500 S Hwy 97, Redmond, Deschutes County

© 2014 Google





RETURN POWER	
SOLAR PROJECT	
72.5MWdc/11.3MWac SOLAR PROJECT	
LINE LINE D0-3R-1	
REV. NO.	REV. DATE
1	1/11
2	1/11

NO.	DESCRIPTION	DATE	BY	APP'D.
1	ISSUED FOR CONSTRUCTION	1/11	EW	EW
2	REVISION	1/11	EW	EW

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certification: QF15-005-000

Interconnection Agreement:

Fuel Supply Agreement, if applicable

Qualifying Reporting Entity (QRE) Agreement:

Retail 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: Option to Purchase from Pamela Bohn and Robert Jeans Co-Trustees for the Trust

Preliminary Title Report of Premises: Dated 10/30/2014 was provided

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.

power

STATE OF Oregon
COUNTY OF Deschutes

PURCHASE AND SALE CONTRACT

This AGREEMENT, made this 17 day of August, 2014, by and between Trust under the last will Testament Harold Deans ("Seller(s)") and Saturn Power ("Purchaser(s)"),

WITNESSETH:

In consideration of the mutual promises contained herein and for other good and valuable consideration, the parties hereto, intending to be legally bound, agree as follows:

Seller(s) hereby agree(s) to sell and Purchaser(s) hereby agree(s) to purchase, pursuant to the terms and conditions hereinafter set forth, the following described property ("Property"), to wit: TM 161213 TL 100, 102, 301, 501 and 502

All that tract or parcel of land, together with such improvements as are located thereon, 5 1/2 - Ac lying and being in Land Lot _____ of the _____ District, _____ Section, _____ County, _____ and being Lot _____ Block _____ Unit _____ Section _____ of the _____ Subdivision, as per plat recorded in Plat Book _____ Page _____ _____ County Records, and being known by the present system of numbering houses as 8950 & Hwy 97 Redmond OR 97756

(The full legal description of said property is the same as is recorded with the Clerk of the Superior Court of the county in which the property is located and is made a part of this Agreement by reference; together with all lighting fixtures attached thereto, all electrical, mechanical, plumbing, air-conditioning, and any other systems or fixtures as are attached thereto and all plants, trees, and shrubbery now a part of the property.)

1. Purchase Price.

The Purchase Price for the property shall be five hundred twenty five thousand ^{2/100} DOLLARS (\$ 525,000) to be paid in cash at closing.

[Signature]

[Signature]

POWER

2. Earnest Money.

The sum of four thousand DOLLARS
(\$ 4,000) has been paid by Purchaser(s) to First American title - Bend
as Earnest Money, and this sum shall be applied toward the Purchase Price at closing.

3. Time and Place of Closing.

The Closing of the purchase and sale of the Property contemplated herein (hereinafter referred to as the "Closing") shall be held on or before JAN 16th, 2015
2015, at the office of First American title - Bend, or at such other place
as agreed upon by all parties. OR.

4. Closing Costs.

Seller(s) shall also pay the cost of (a) preparation of the Warranty Deed conveying title to the Property and (b) the state transfer taxes upon the conveyance, with Purchaser(s) paying any and all other closing costs in excess of said amount.

5. Warranty of Title.

Seller(s) warrant(s) that Seller(s) possess(es) good and marketable title to the Property and that the Property has neither in the past been used nor is presently being used for the handling, storage, manufacturing, refining, transportation or disposal of "Toxic Material," "Hazardous Substances" or "Hazardous Waste." The terms "Hazardous Waste," "Hazardous Substances" and "Toxic Material" include, without limitation, any flammable explosives, radioactive materials, hazardous materials. At the time of closing, Seller(s) also agree(s) to convey good and marketable title to said property to Purchaser, subject only to easements, agreements and restrictive covenants of record; land use ordinances and regulations; and all agreements, restrictions and encumbrances specified in this Agreement. Seller(s) shall also provide, at time of closing, an affidavit stating (a) that there are no unpaid liens which could result in the filing of claims for mechanics' or materialmen's liens against the property; (b) that there are no adverse possessory rights in or to the Property; and (c) that Seller(s) (has) (have) no knowledge of any then existing violations of laws or ordinances affecting the Property.

power

5. Title Examination.

Purchaser(s) shall have a reasonable time after acceptance of this Agreement to examine the title of the Property and to furnish Seller(s) with a written statement of objections affecting the marketability of said title. Seller(s) shall have a reasonable time, after receipt of such objections, to satisfy all valid objections, and, if Seller(s) fails to satisfy such valid objections within a reasonable time, then at the option of the Purchaser(s), evidenced by written notice to Seller(s), this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of ~~Georgia~~ ^{Oregon} will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

7. Proration of Taxes, Leases and Dues.

At the Closing, all of the current year's state and county ad valorem property taxes, assessments or any kind on the Property, all lease payments and mandatory homeowner's association dues, if any, shall be prorated between Purchaser(s) and Seller(s) as of the Closing Date. In the event the amount of such taxes are not available at the time of the Closing, the proration shall be based upon the previous year's taxes attributable to the Property, and Purchaser(s) and Seller(s) shall adjust between themselves any difference in the tax prorations after the actual tax bill for the current year is available.

8. Default.

If this transaction shall not be consummated because of a default by Purchaser(s), then all sums heretofore paid by Purchaser(s) as Earnest Money shall be released to or retained by Seller(s), all parties acknowledging that Seller(s) will suffer damages which are not capable of exact ascertainment; and thereafter, this Agreement shall be null and void, and Seller(s) and Purchaser(s) shall have no further rights or obligations hereunder. This sole and exclusive remedy of Seller(s) to retain a portion of the Earnest Money is intended not as a penalty, but as full liquidated damages as permitted by ~~Georgia~~ ^{Oregon} law. If this transaction shall not be consummated by virtue of a default on the part of Seller(s), then at the option of Purchaser(s), all sums heretofore paid as Earnest Money shall be repaid to Purchaser(s) without negating any

power

rights of Purchaser(s) to seek specific performance or any other available legal or equitable remedy.

9. Preservation of Property and Risk of Loss.

During the term of this Agreement, the Property shall remain in the same condition as on the date hereof, except, however, for natural wear and tear, acts of God and occurrences over which Seller(s) (has) (have) no control. Seller(s) shall in no manner disturb, cut or remove any timber, pulpwood and trees from said property during said period. All risk of loss to the property or any part thereof, prior to the Closing shall be borne entirely by Seller(s).

10. Possession.

Possession of the Property shall be granted and delivered to Purchaser(s) at Closing.

11. Commissions. - Seller is under contract with East Realty Bond and will pay required Commission.
Purchaser(s) and Seller(s) warrant that no commission is due and payable paid to any Broker, agent or employee thereof in connection with the negotiation of this Agreement.

12. General.

- a) This Agreement shall be construed and interpreted under the laws of the State of ~~Georgia~~ ^{Oregon};
- b) All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law, unless expressly provided to the contrary herein;
- c) No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof;
- d) Time is of the essence of this Agreement;
- e) This document contains the entire Agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect;
- f) The parties may execute multiple copies of this Agreement and any copy thereof bearing original signatures shall be deemed to be an original;

power

- 8) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs and assigns; and
- ix) Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and duly executed by both parties hereto.

13. Special stipulations.

The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

- a) This Purchase and Sale Agreement shall become binding upon the parties only when the Buyer exercises Buyer's option to purchase under the Option to Purchase Agreement entered into by the parties simultaneously with the execution of this Purchase and Sale Agreement.
- b) **Preliminary Works - Access to Property**
The Seller agrees to grant the Buyer and the Buyer's authorized agent the right to enter the property for the purpose of surveying and conducting soil tests prior to the completion of this transaction. Such permission does not extend to any alteration of the lands, spraying work, removal of trees, soil, or any other activity that would alter the current state of the property.
- c) **Buyer Acknowledges Possible Survey Requirement**
The Buyer acknowledges that a new survey may be required for purposes of financing and also to satisfy the requirements of the Buyer's Solicitor, and agrees to obtain said survey at the Buyer's expense.
- d) **Zoning Consent**
The Seller agrees, upon written notice, to execute applications and all other documentations required for the buyer to obtain municipal approval to construct a Solar Facility. Official plan amendments amend bylaws, change zoning or other such approvals. The seller agrees to support and co-operate with the Buyer in all reasonable respects, provided that the buyer pays for all costs for such approvals.
- e) **Right to Assign Agreement:**

The Buyer shall have the right at any time prior to closing, to assign the within Offer to any person, persons or corporation, either existing or to be incorporated, and upon delivery to the

Confidential Saturn Power

10 of 14

Seller's Initials

Purchaser's Initials


POWER

Seller of notice of such assignment, together with the assignee's covenant in favor of the Seller to be bound hereby as Buyer, the Buyer hereinafter named shall stand released from all further liability hereunder.

f) Environmental Warranty - All Laws Complied With

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of his ownership of the property, that: all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters; no outstanding Environmental Agency Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters that are in the possession of the Seller. The Seller further authorizes (insert appropriate Environmental Agency) to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Agency's office with respect to the said property.

The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

g) No Growth or Manufacture of Illegal Substances- Warranty

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

power

h) Warranties - Survive Completion - Limited to Current Transaction

The Parties agree that the representations and warranties stated herein shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction

14: Special Conditions:

a) Satisfactory Soil Test

This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion, for the construction of a solar generation facility on the land. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. If the Buyer fails to provide a notice of fulfillment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

b) Zoning Satisfaction (Condition Subsequent)

The Buyer shall satisfy the Buyer that the property is zoned in final and binding form under the relevant zoning by-laws and official plan to permit it to develop or use the property for the purpose of a solar generation facility. If the Buyer is not so satisfied at the Buyer's sole and arbitrary discretion, the Buyer may terminate this Agreement by notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto prior to the expiry of such period and the deposit shall be returned to the Buyer in full without deduction.

power

c) All Environmental Laws Complied With

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding applicable official agency with jurisdiction Environment Orders, Investigation, charges or prosecutions respecting Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licenses are in force. The Seller agrees to provide to the Buyer upon request, all documents, records, and reports relating to environmental matters in possession of the Seller. The Seller further authorizes the applicable official environmental agency, to release to the Buyer, the Buyer's Representative or Solicitor, any and all information that may be on record in the agency's office with respect to the said property. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto that the preceding condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid.

d) Environmentally Protected Zone, Flood Plain, Hazard Land

This Offer is conditional upon the Buyer determining, at the Buyer's own expense, that no portion of the property has been designated as hazard land, flood plain, or an environmentally protected zone. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid.



ACCEPTANCE:

This instrument shall be regarded as an offer by the Purchaser or Seller who first signs to the other and is open for acceptance by the other until _____ o'clock _____ m. on the _____ day of _____, 20____, by which time written acceptance of such offer must have been actually received by offerer.

The above proposition is hereby accepted, _____ o'clock _____ m. this _____ day of _____, 20____.


 Purchaser: _____


 Seller: _____

Purchaser: _____

Seller: _____

Address
 1630 K Street NW, Washington DC 20006

Address
 6344 SW Rank Rd.
 Portland OR 97221
 Tillamook, OR 97

Phone
 1-818-918-8654

Phone
 503-766-1814







ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
2 Re: Real Estate Sale Agreement No. _____ Dated August 18, 2014 Addendum No. B
3 Buyer: Saturn Power Inc.
4 Seller: Fam trust under last will of , Harold S Jeans

5 The real property described as: 8950 So Hwy 97, Redmond, Or 97756
6 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED
7 ABOVE.

8 The buyer and seller acknowledge that the earnest money for the purchase of the subject property
9 in the amount of \$3980.00 is short by \$20.00. Buyer and seller agree that the \$3980.00 is a
10 sufficient earnest money deposit. The buyer and seller acknowledge that the earnest money has
11 been reduced by \$20.00 but the purchase price remains the same. This shortage is the result of
12 a wire transfer fee that was charged to the earnest money wire after the buyer had submitted
13 sufficient funds and fees. The parties further agree that the gross commission due to Exit
14 Realty Band will be reduced by \$20.00 and the buyer credited \$20.00 at the close of escrow.
15
16 All other terms remain unchanged.

28 Buyer Signature [Signature] Date Sept 18 2014 am 4:30 p.m.
29 Buyer Signature _____ Date _____ a.m. _____ p.m.
30 Seller Signature _____ Date _____ a.m. _____ p.m.
31 Seller Signature Fam trust under last will of Harold S Jeans Date _____ a.m. _____ p.m.
32 Selling Licensee Larry Henry Listing Licensee Larry Henry



15 OREGON AVE
BEND, OR 97701
(541) 389-7711 * Fax (541) 389-0506

STATUS OF RECORD TITLE

Saturn Power
10 Mil Street Unit F
New Hamburg, ON N3A1R1

October 30, 2014
Title Number : 155946
Title Officer : CARRIE STEWART
Fee : \$400.00

Attn: Christine Dwyer

We have searched the status of record title as to the following described property:

SEE EXHIBIT "A"

and dated as of October 17, 2014 at 7:00 a.m.

Vestee:

THE ESTATE of JOANN D. JEANS, deceased

Said property is subject to the following on records matters:

EXCEPTIONS:

Tax Information

Taxes assessed under Code No. 2-004 Map and Tax Lot Number 16 12 13 00 00503
Account No. 130521

1. The 2013-2015 Taxes: \$168.06, UNPAID.
2. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.

NOTE: No liability is assumed if a financing statement is filed in the office of the County Clerk covering fixtures wherein the land is described other than by metes and bounds, the rectangular survey system, or by recorded lot and block.

3. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Central Oregon Irrigation District.
(No inquiry has been made, and if search is requested, a charge of \$25.00 per account will be added)
4. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

5. Right of way of Oregon Trunk Railway.
6. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Bend Water, Light and Power Company
Recorded: August 6, 1926
Instrument No.: 42-0268, Deed Records
7. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: Pacific Power & Light Company
Recorded: August 6, 1940
Instrument No.: 59-0075, Deed Records
8. Agreement, including the terms and provisions thereof, recorded September 17, 1952, Instrument No. 102-0079, Deed Records.
9. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: United States of America
Recorded: October 19, 1971
Instrument No.: 179-774, Deed Records
10. Easement and conditions and provisions contained therein, including the terms and provisions thereof, in favor of Reginald G. Halligan, et al, as described in Circuit Court Case No. 36241, Judgment Order dated January 22, 1985, for a roadway across the SE1/4 of the NW1/4 of Section 13, Township 16 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon.
11. Easement for access and utilities and for use of existing domestic well as disclosed in document recorded March 27, 1986, Instrument No. 119-597, Deschutes County Records.
12. Limited access provisions contained in Deed from State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: April 30, 1991
Instrument No.: 233-2713, Deschutes County Records
13. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: State of Oregon, by and through its Department of Transportation, Highway Division
Recorded: April 30, 1991
Instrument No.: 233-2713, Deschutes County Records
14. Easement, including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein
As granted to: U.S. West Communications
Recorded: January 28, 1993
Instrument No.: 289-0758, Deschutes County Records

15. Due probate and administration of the Estate of Joann D. Jeans deceased, which proceedings are pending in the Circuit Court for Deschutes County, Oregon. Christopher J. Clark was appointed as personal representative.
Probate No.: 08PB0030BH
Attorney for Estate: None given
16. United States Department of the Interior Bureau of Land Management right of way Grant, including the terms and provisions thereof, recorded December 29, 2009, Instrument No. 2009-54543, Deschutes County Records.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

THIS IS NOT A TITLE REPORT, A COMMITMENT TO ISSUE TITLE INSURANCE OR A GUARANTEE OF ANY KIND. No liability is assumed with this report. The fee charged for this service does not include supplemental reports or other services. Further dissemination of the information in this report in a form purporting to insure title to the herein described land is prohibited by law.

CAS:kg

"Superior Service with Commitment and Respect for Customers and Employees"

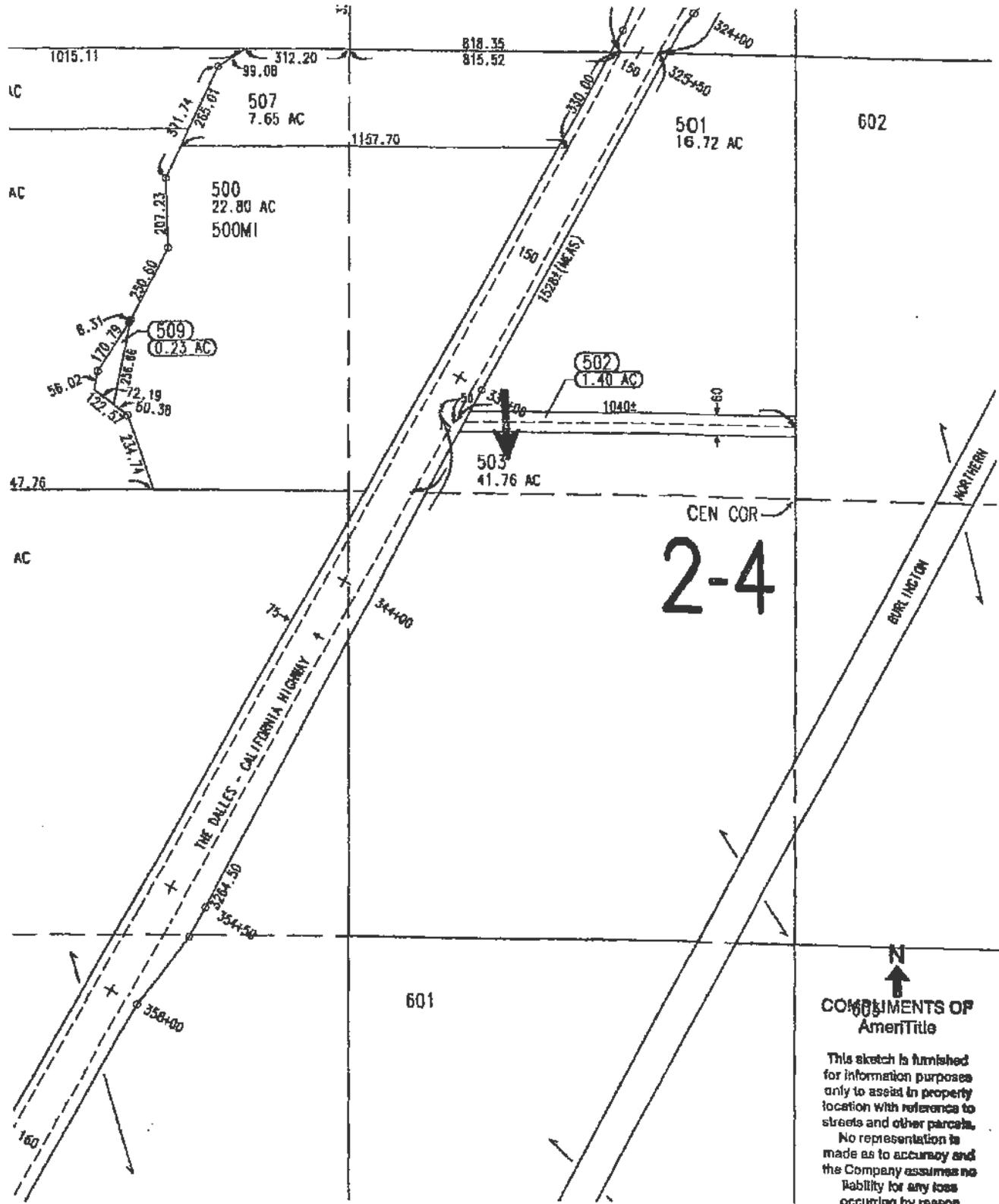
EXHIBIT "A"

A parcel of land situate in a portion of the West Half (W1/2) of Section Thirteen (13), Township Sixteen (16) South, Range Twelve (12), East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Commencing at a ½" pipe monumenting the North ¼ corner of said Section 13, Township 16 South, Range 12, East of the Willamette Meridian, Deschutes County, Oregon, the initial point; thence S00°00'35"W along the east line of the W1/2 of said Section 13, 2498.65 feet to the south line of an existing 60 foot wide roadway easement, and the True Point of Beginning; thence S00°00'35"W along said East line, 1479.40 feet to the South line of the NE1/4SW1/4 of said Section; thence S89°49'41"W along said South line, 1326.94 feet to the West line of said NE1/4SW1/4; thence N00°06'43"W along said West line, 976.13 feet to the East line of said old right of way (R/W) of State Highway U.S. No. 97, being 50 feet from the centerline of said highway; thence N29°07'00"E along said East R/W, 576.09 feet to the South line of said existing roadway easement; thence N89°47'00" along said South line, 1048.79 feet to the True Point of Beginning.

EXCEPTING THEREFROM the right of way of the Oregon Trunk Railway,

ALSO EXCEPTING that portion deeded to the State of Oregon, by and through its Department of Transportation, by Warranty Deed recorded April 30, 1991 in Book 233, Page 2713, Deschutes County Records.



N
COMPLIMENTS OF
AmeriTitle
 This sketch is furnished
 for information purposes
 only to assist in property
 location with reference to
 streets and other parcels.
 No representation is
 made as to accuracy and
 the Company assumes no
 liability for any loss
 occurring by reason
 of reliance thereon.

EXHIBIT D-1
SELLER'S MOTIVE FORCE PLAN

A. MONTHLY DELIVERY SCHEDULES AND SCHEDULED MAINTENANCE

Month	Average Energy (kWh)
January	907,000
February	1,061,000
March	1,596,000
April	1,885,000
May	2,132,000
June	2,267,000
July	2,350,000
August	2,264,000
September	1,927,000
October	1,603,000
November	943,000
December	851,000

Seller provide an estimate of the average monthly Net Output of the Facility, and explain the basis for the estimate.

B. MINIMUM ANNUAL DELIVERY CALCULATION

Seller specify the Minimum Annual Delivery of the Facility, and explain the basis for the estimate. NOTE: The Minimum Annual Delivery should be based on the most adverse natural motive force conditions reasonably expected and should take into account maintenance and Seller's load (if any). 10,750,000 is based on adverse maintenance condition that could reduce operating output based on component failure of main equipment and lead time for this equipment, adverse weather conditions during operation.

C. MAXIMUM ANNUAL DELIVERY CALCULATION

Seller specify the estimated Maximum Annual Delivery of the Facility, and explain the basis for the estimate. 26,750,000 is based on exceptional weather performance and component performance.

Grid-Connected System: Simulation parameters

Project : Deschutes County

Geographical Site Redmond Roberts Field **Country** United States

Situation Latitude 44.2°N Longitude 121.2°W
 Time defined as Legal Time Time zone UT-8 Altitude 933 m
Albedo 0.20

Meteo data: Redmond Roberts Field TMY - NREL: TMY3 hourly DB (1991-2005)

Simulation variant : Deschutes

Simulation date 07/08/14 13h46

Simulation parameters

Collector Plane Orientation Tilt 28° Azimuth 0°

5 Sheds Pitch 11.0 m Collector width 4.00 m

Inactive band Top 0.00 m Bottom 0.00 m

Shading limit angle Gamma 14.11 ° Occupation Ratio 36.4 %

Horizon Free Horizon

Near Shadings Mutual shadings of sheds

PV Array Characteristics

PV module Si-poly Model TSM-310 P14A

Manufacturer Trina Solar

Number of PV modules In series 19 modules In parallel 2145 strings

Total number of PV modules Nb. modules 40755 Unit Nom. Power 310 Wp

Array global power Nominal (STC) 12634 kWp At operating cond. 11288 kWp (50°C)

Array operating characteristics (50°C) U mpp 625 V I mpp 18049 A

Total area Module area 79078 m²

Inverter Model MLX 60, 400Vac

Manufacturer Danfoss

Characteristics inverter pack Operating Voltage 565-850 V Unit Nom. Power 60 kW AC
Nb. of inverters 165 units Total Power 9900 kW AC

PV Array loss factors

Array Soiling Losses

Jan.	Feb.	Mar.	Apr.	May	June	July	Avg.	Sep.	Oct.	Nov.	Dec.
2.0%	1.0%	1.0%	1.0%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	1.0%	2.0%

Thermal Loss factor Lc (const) 29.0 W/m²K Uv (wind) 0.0 W/m²K / m/s

Wiring Ohmic Loss Global array res. 0.31 mOhm Loss Fraction 0.8 % at STC

Module Quality Loss Loss Fraction 0.0 %

Module Mismatch Losses Loss Fraction 1.0 % at MPP

Incidence effect, ABHRAE parametrization IAM = 1 - bo (1/cos I - 1) bo Param. 0.05

System loss factors

AC loss, transfer to injection Grid Voltage 28 kV

Wires 6546 m 3x240 mm² Loss Fraction 1.0 % at STC

External transformer Iron loss (24H connexion) 12354 W Loss Fraction 0.1 % at STC
Resistive/Inductive losses 0.0 mOhm Loss Fraction 0.1 % at STC

User's needs : Unlimited load (grid)

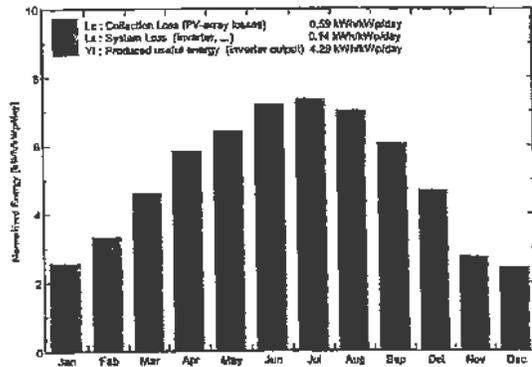
Grid-Connected System: Main results

Project : Deschutes County
Simulation variant : Deschutes

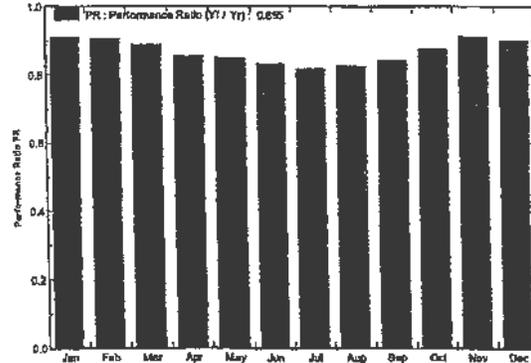
Main system parameters	System type	Grid-Connected	
PV Field Orientation	Sheds disposition, tilt	28°	azimuth 0°
PV modules	Model	TSM-310 P14A	Pnom 310 Wp
PV Array	Nb. of modules	40755	Pnom total 12634 kWp
Inverter	Model	MLX 60, 400Vac	Pnom 60.0 kW ac
Inverter pack	Nb. of units	165.0	Pnom total 9900 kW ac
User's needs	Unlimited load (grid)		

Main simulation results
 System Production **Produced Energy 19786 MWh/year** Specific prod. 1566 kWh/kWp/year
Performance Ratio PR 85.5 %

Normalized productions (per installed kWp): Nominal power 12634 kWp



Performance Ratio PR



Deschutes 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	50.6	-0.20	78.9	72.9	938	907	15.04	14.54
February	66.0	2.63	82.8	87.5	1098	1061	14.96	14.46
March	116.3	3.78	142.4	134.5	1647	1596	14.63	14.18
April	160.0	8.36	174.7	165.2	1944	1885	14.07	13.64
May	186.2	10.27	198.8	188.7	2198	2132	13.98	13.56
June	223.1	16.08	215.5	205.0	2335	2267	13.70	13.30
July	230.6	19.65	227.6	216.8	2420	2350	13.45	13.06
August	202.7	17.45	217.3	207.4	2333	2284	13.58	13.18
September	148.6	14.45	181.1	173.0	1988	1927	13.87	13.45
October	102.0	9.12	145.1	138.8	1655	1603	14.42	13.97
November	52.4	1.82	81.9	77.1	975	943	15.06	14.56
December	42.3	1.23	74.8	69.1	882	851	14.91	14.39
Year	1590.5	8.75	1830.8	1735.9	20411	19786	14.10	13.67

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 : Deschutes County
Simulation variant : Deschutes

Main system parameters	System type	Grid-Connected	
PV Field Orientation	Sheds disposition, tilt	28°	azimuth 0°
PV modules	Model	TSM-310 P14A	Pnom 310 Wp
PV Array	Nb. of modules	40755	Pnom total 12634 kWp
Inverter	Model	MLX 60, 400Vac	Pnom 60.0 kW ac
Inverter pack	Nb. of units	165.0	Pnom total 9900 kW ac
User's needs	Unlimited load (grid)		

Loss diagram over the whole year

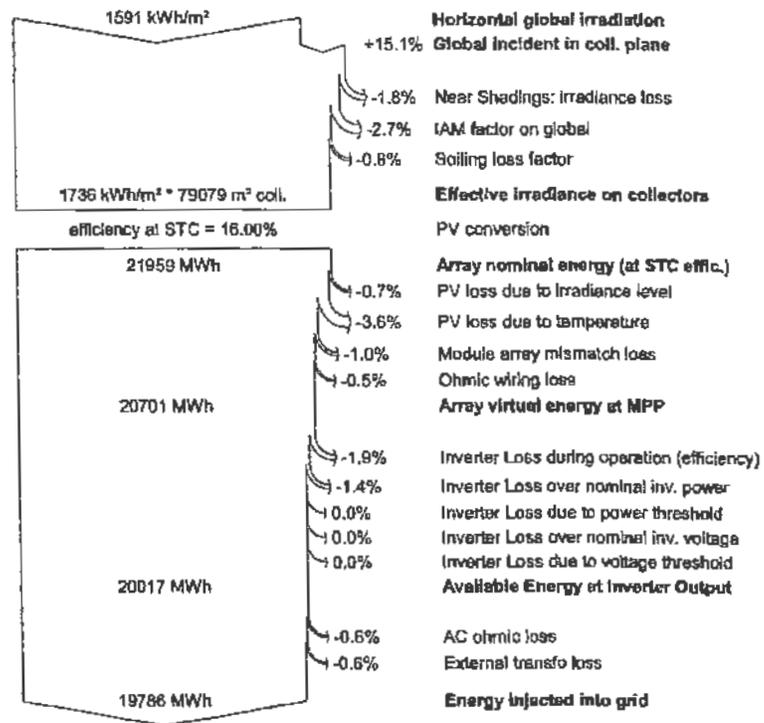
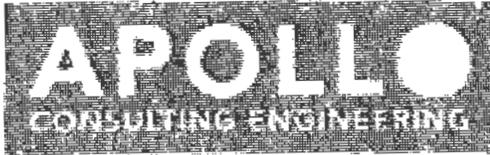


EXHIBIT D-2
ENGINEER'S CERTIFICATION OF
MOTIVE FORCE PLAN

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.

See Attached Letter



October 17, 2014

Jeremy Goertz
Vice President – Construction/Business Development
Saturn Power
100 Mill St. Unit F
New Hamburg, Ont, N3A 1R1
jgoertz@saturnpower.ca

RE: Deschutes County 12.6MW Photovoltaic Installation
Estimated Annual Production Model

Dear Jeremy,

We were retained to evaluate the estimated annual production at the proposed photovoltaic (PV) installation mentioned above. We were provided equipment specifications, array information, and project location by Saturn Power.

We certify that the implementation of the new PV installation can reasonably be expected to provide annual energy production above the minimum value of 10,750 MWh per year. The anticipated average production will be approximately 19,786 MWh per year.

The production is based on the output from the PVSyst modeling software and is an industry-accepted performance tool. We independently verified these results using another industry-accepted software, PVWatts.

Please let me know if you have any additional questions.

Sincerely,

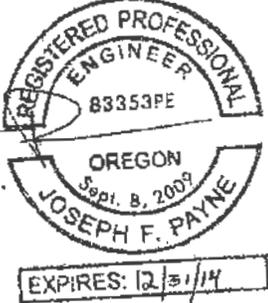

Joseph Payne, P.E.
(503) 329-4643


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

August 15, 2014

Transmission Services
Attn: Director, Transmission Services
825 NE Multnomah, Suite 1600
Portland, OR 97232

RE: Interconnection Request

Dear Sir:

Saturn Power Corp. hereby voluntarily authorizes PacifiCorp's Transmission business unit to share Saturn Power Corp'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.

Saturn Power Corp acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.



Ray Roth

Vice President, General Manager



Canadian Head Office
100 Mill Street, New Hamburg, Ontario, N3A 2K6 Canada
Tel: 519.804.9163 • Fax: 519.220.5912

US Office
1666K Street NW, Washington DC, 20006 USA
Toll free phone: 866-961-8654

EXHIBIT G
SCHEDULE 37 AND PRICING SUMMARY TABLE

	On-Peak (cents/kWh)	Off-Peak (cents/kWh)
2016	3.85	2.84
2017	4.06	3.01
2018	4.33	3.20
2019	4.55	3.41
2020	4.78	3.84
2021	4.92	4.25
2022	5.58	4.83
2023	5.79	5.02
2024	8.84	7.36
2025	9.01	7.49
2026	9.17	7.64
2027	9.34	7.78
2028	9.52	7.94
2029	9.68	8.11
2030	9.85	8.28
2031, up to but not including December 16, 2031	10.03	8.46
From December 16, 2031 through the Termination Date	Price specified by Section 5.2 of the Agreement	

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

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.

Qualifying Electricity

Electricity that meets the requirements of "qualifying electricity" set forth in the Oregon Renewable Portfolio Standards: ORS 469A.010, 469A.020, and 469A.025.

Renewable Qualifying Facility

A Qualifying Facility that generates Qualifying Electricity.

Wind Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using wind as its motive force.

Baseload Renewable Qualifying Facility

A Renewable Qualifying Facility that generates Qualifying Electricity using any qualifying resource other than wind or solar.

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.

(continued)

Definitions (continued)

Off-Peak Hours

All hours other than On-Peak.

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 4 (Non-Firm Market Index Avoided Cost Price) for all Excess Output.

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 and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project 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.

(continued)

Dispute Resolution (continued)

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.

Pricing Options**1. Standard 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. Standard 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 the Firm Market Indexed Avoided Cost Price. The Standard Fixed Avoided Cost pricing option is available to all Qualifying Facilities. The Standard Fixed Avoided Cost Price for Wind Qualifying Facilities will reflect integration costs as set forth on page 5.

2. Renewable Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the Renewable Qualifying Facility and the Company and will not change during the term of the contract. Renewable 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 the Firm Market Indexed Avoided Cost Price. The Renewable Fixed Avoided Cost pricing option is available only to Renewable Qualifying Facilities. A Renewable Qualifying Facility choosing the Renewable Fixed Avoided Cost pricing option must cede all Green Tags generated by the facility, as defined in the standard contract, to the Company during the Renewable Resource Deficiency Period identified on page 6, except that a Renewable Qualifying Facility retains ownership of all Environmental Attributes generated by the facility, as defined in the standard contract, during the Renewable Resource Sufficiency Period identified on page 6 and during any period after the first 15 years of a longer term contract (up to 20 years).

3. 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.

4. 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 or, for under delivery or early termination, or default security for these purposes. Monthly On-Peak / Off-Peak prices paid are 93 percent of a blending of ICE Day Ahead Power Price Report at market hubs for on-peak and off-peak firm index prices. The monthly blending matrix is available upon request. The Non-Firm Market Index Avoided Cost pricing option is available to all Qualifying Facilities. The Non-Firm Market Index Avoided Cost Price for Wind Qualifying Facilities will reflect integration costs.

(continued)

**AVOIDED COST PURCHASES FROM
QUALIFYING FACILITIES OF 10,000 KW OR LESS**Page 4

Monthly Payments

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

Renewable or Standard 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 renewable or standard fixed prices as provided in this schedule. On-Peak and Off-Peak are defined in the definitions section of this schedule.

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. On-Peak and Off-Peak are defined in the definitions section of this schedule.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices
Standard Fixed Avoided Cost Prices
Fixed Prices €/kWh

Deliveries During Calendar Year	Base Load QF (1)		Wind QF (2)		Solar QF	
	On-Peak Energy Price (a)	Off-Peak Energy Price (b)	On-Peak Energy Price (c)	Off-Peak Energy Price (d)	On-Peak Energy Price (e)	Off-Peak Energy Price (f)
2014	3.98	2.62	3.71	2.35	3.98	2.62
2015	3.94	2.86	3.67	2.59	3.94	2.86
2016	3.85	2.84	3.58	2.57	3.85	2.84
2017	4.06	3.01	3.79	2.73	4.06	3.01
2018	4.33	3.20	4.04	2.92	4.33	3.20
2019	4.55	3.41	4.26	3.12	4.55	3.41
2020	4.78	3.84	4.48	3.54	4.78	3.84
2021	4.92	4.25	4.62	3.95	4.92	4.25
2022	5.58	4.83	5.28	4.53	5.58	4.83
2023	5.79	5.02	5.48	4.71	5.79	5.02
2024	6.97	3.91	3.72	3.59	4.32	3.91
2025	7.11	4.00	3.81	3.68	4.42	4.00
2026	7.31	4.13	3.94	3.80	4.56	4.13
2027	7.52	4.29	4.09	3.96	4.73	4.29
2028	7.74	4.44	4.24	4.11	4.89	4.44
2029	8.00	4.64	4.44	4.30	5.10	4.64
2030	8.25	4.83	4.62	4.48	5.30	4.83
2031	8.42	4.93	4.72	4.57	5.40	4.93
2032	8.59	5.03	4.81	4.66	5.51	5.03
2033	8.76	5.13	4.91	4.75	5.62	5.13
2034	8.94	5.23	5.01	4.85	5.74	5.23
2035	9.11	5.33	5.10	4.94	5.84	5.33
2036	9.30	5.44	5.21	5.05	5.97	5.44
2037	9.50	5.56	5.32	5.16	6.09	5.56
2038	9.70	5.68	5.44	5.27	6.22	5.68
2039	9.90	5.80	5.55	5.38	6.35	5.80
2040	10.11	5.91	5.66	5.48	6.48	5.91

- (1) Capacity Contribution to Peak for Avoided Proxy Resource and Base Load Qualifying Facility resource are assumed 100%.
- (2) The standard avoided cost price for wind is reduced by an integration charge of \$2.55/MWh (\$2012). If Wind Qualifying Facility is not in PacifiCorp's balancing authority area, then no reduction is required.

(continued)

**AVOIDED COST PURCHASES FROM
 QUALIFYING FACILITIES OF 10,000 KW OR LESS**
Avoided Cost Prices (Continued)
Renewable Fixed Avoided Cost Prices

Fixed Prices \$/kWh			Renewable Fixed Avoided Cost Prices			
Deliveries During Calendar Year (1)	Base Load Renewable QF (2)		Wind QF (3,4)		Solar QF (5)	
	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price	On-Peak Energy Price	Off-Peak Energy Price
	(a)	(b)	(c)	(d)	(e)	(f)
2014	3.98	2.62	3.71	2.35	3.98	2.62
2015	3.94	2.86	3.67	2.59	3.94	2.86
2016	3.85	2.84	3.58	2.57	3.85	2.84
2017	4.06	3.01	3.79	2.73	4.06	3.01
2018	4.33	3.20	4.04	2.92	4.33	3.20
2019	4.55	3.41	4.26	3.12	4.55	3.41
2020	4.78	3.84	4.48	3.54	4.78	3.84
2021	4.92	4.25	4.62	3.95	4.92	4.25
2022	5.58	4.83	5.28	4.53	5.58	4.83
2023	5.79	5.02	5.48	4.71	5.79	5.02
2024	11.48	7.36	8.24	7.05	8.84	7.36
2025	11.70	7.49	8.39	7.17	9.01	7.49
2026	11.91	7.64	8.54	7.31	9.17	7.64
2027	12.14	7.78	8.71	7.45	9.34	7.78
2028	12.36	7.94	8.87	7.61	9.52	7.94
2029	12.58	8.11	9.02	7.77	9.68	8.11
2030	12.81	8.28	9.18	7.93	9.85	8.28
2031	13.05	8.46	9.34	8.10	10.03	8.46
2032	13.29	8.66	9.51	8.30	10.21	8.66
2033	13.53	8.87	9.68	8.50	10.39	8.87
2034	13.79	9.07	9.86	8.69	10.58	9.07
2035	14.04	9.27	10.03	8.89	10.78	9.27
2036	14.32	9.49	10.23	9.09	10.99	9.49
2037	14.59	9.72	10.42	9.32	11.19	9.72
2038	14.87	9.96	10.60	9.55	11.39	9.98
2039	15.15	10.21	10.80	9.79	11.60	10.21
2040	15.47	10.43	11.02	10.00	11.85	10.43

(1) For the purpose of determining: (1) when the Renewable Qualifying Facility is entitled to renewable avoided cost prices; and (2) the ownership of Environmental Attributes and the transfer of Green Tags to PacifiCorp, the Renewable Resource Sufficiency Period ends December 31, 2023, and the Renewable Resource Deficiency Period begins January 1, 2024.

(2) The renewable avoided cost price during the Renewable Resource Deficiency Period (2024-2040) has been increased by an integration charge of \$2.55/MWh (\$2012).

(3) During the Renewable Resource Deficiency Period, the renewable avoided cost price for a Wind Qualifying Facility will be adjusted by adding the difference between the avoided integration costs and the Qualifying Facility's integration costs. If the Wind Qualifying Facility is in PacifiCorp's balancing authority area (BAA), the adjustment is zero (integration costs cancel each other out). If the Wind Qualifying Facility is not in PacifiCorp's BAA, \$2.55/MWh (\$2012) will be added for avoided integration charges.

(4) During Renewable Resource Sufficiency Period, the renewable avoided cost price for a Wind Qualifying Facility has been reduced by an integration charge of \$2.55/MWh (\$2012) for Wind Qualifying Facilities located in PacifiCorp's BAA (in-system). If a Wind Qualifying Facility is not in PacifiCorp's BAA, \$2.55/MWh (\$2012) will be added for avoided integration charges.

(5) The renewable avoided cost payment during the Renewable Resource Deficiency Period (2024-2040) has been increased by an integration charge of \$2.55/MWh (\$2012).

(continued)

P.U.C. OR No. 36

 Second Revision of Sheet No. 37-6
 Canceling First Revision of Sheet No. 37-6

Issued August 11, 2014

Effective for service on and after August 20, 2014

R. Bryce Dalley, Vice President, Regulation

Advice No. 14-007

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)

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 as defined in this Schedule (i.e., standard fixed price, renewable fixed price);
 - (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 Public Utility Commission of Oregon 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)

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.

EXHIBIT H
GREEN TAG ATTESTATION AND BILL OF SALE

Subject to Green Tags ownership as defined in Section 5.5, from the period commencing on ____ and ending on ____, _____ ("Seller") hereby sells, transfers and delivers to PacifiCorp the Green Tags (including all Green Tag Reporting Rights) associated with the generation of Net Output under the Power Purchase Agreement (Renewable Energy) between Seller and PacifiCorp dated [_____] (the "PPA"), as described below, in the amount of one Green Tag for each megawatt hour generated. Defined terms used in this Green Tag Attestation and Bill of Sale (as indicated by initial capitalization) shall have the meaning set forth in the PPA.

Facility name and location: _____ Fuel Type: _____

Capacity (MW): _____ Operational Date: _____

Energy Admin. ID no.: _____

Dates	MWh generated
_____	_____

Seller further attests, warrants and represents, under penalty of perjury, as follows:

- i) to the best of its knowledge, the information provided herein is true and correct;
- ii) its sale to PacifiCorp is its one and only sale of the Green Tags referenced herein;
- iii) the Facility generated Output in the amount indicated above; and
- iv) to the best of Seller's knowledge, each of the Green Tags associated with the generation Output have been generated and sold by the Facility.

This Green Tag Attestation and Bill of Sale confirms, in accordance with the PPA, the transfer from Seller to PacifiCorp all of Seller's right, title and interest in and to the Green Tags (including Green Tag Reporting Rights), as set forth above.

Seller's Contact Person: [_____]

WITNESS MY HAND,

a _____

By _____

Its _____

Date: _____

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