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Salt Lake City, Utah 84111

IDAHO PUBLIC
UTILITIES COMMISSION

June 17, 2011

VIA OVERNIGHT DELIVERY

Idaho Public Service Commission
472 W. Washington Street
P.O. Box 83720
Boise, Idaho 83720-0074

Attention: Jean D. Jewell
Commission Secretary

RE: Case No. PAC-E-11-15

Second Revised and Restated Power Purchase Agreement between Lower Valley Energy, Inc ("Seller"), and PacifiCorp, entered into May 6, 2011

Dear Ms. Jewell,

Attached please find a clean and legislative copy of the ***Second Revised and Restated Power Purchase Agreement between Lower Valley Energy, Inc. and PacifiCorp***, executed on May 6, 2011. This agreement amends the parties' ***Revised and Restated Power Purchase Agreement dated February 1, 2010***, which this Commission approved on February 25, 2010 in a Minute Order, in Case No. PAC-E-09-05. The purpose of the second amendment is to add the seller's 225 kW Culinary Facility, which was completed in December 2010, and to extend the term of the agreement through September 1, 2014.

If you have any questions about this agreement, please contact Ted Weston at (801) 220-2963.

Sincerely,

Jeffrey K. Larsen
Vice President, Regulation

Daniel Solander
Senior Counsel, Rocky Mountain Power
201 South Main, Suite 2300
Salt Lake City UT 84111
Telephone: (801) 220 - 4014
FAX: (801) 220 - 3299
Email: Daniel.Solander@PacifiCorp.com

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Attorney for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF)
PACIFICORP d/b/a ROCKY MOUNTAIN POWER) CASE NO. PAC-E-11-15
COMPANY FOR APPROVAL OF POWER)
PURCHASE AGREEMENT BETWEEN) SUPPLEMENTAL FILING
PACIFICORP AND LOWER VALLEY ENERGY,) OF ROCKY MOUNTAIN
INCORPORATED) POWER

On May 19, 2011, PacifiCorp, d/b/a Rocky Mountain Power (the "Company"), filed with the Idaho Public Utilities Commission (the "Commission") an amendment to an existing power purchase agreement between the Company and Lower Valley Energy, Inc. Pursuant to RP 52, the Company hereby supplements its May 19, 2011 submittal and requests an order approving the Second Revised and Restated Power Purchase Agreement between the Company and Lower Valley Energy, Inc., dated May 6, 2011. In support of this Supplement, the Company states as follows:

I. BACKGROUND

Communications regarding this Application should be addressed to:

Ted Weston
201 South Main, Suite 2300
Salt Lake City, Utah 84111
Telephone: (801) 220-2963
Fax: (801) 220-2798
Email: ted.weston@pacificorp.com

and to:

Daniel E. Solander
201 South Main, Suite 2300
Salt Lake City, Utah 84111
Telephone: (801) 220-4014
Fax: (801) 220-3299
Email: daniel.solander@pacificorp.com

In addition, the Company respectfully requests that all data requests regarding this matter be addressed to one or more of the following:

By e-mail (preferred) datarequest@pacificorp.com

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

II. THE SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT

1. The Company is an electrical corporation and public utility doing business as the Company in the state of Idaho and is subject to the jurisdiction of the Commission with regard to its public utility operations. The Company also provides retail electric service in the states of Utah, Oregon, Wyoming, Washington, and California.

2. Lower Valley Energy, Inc. ("Lower Valley") owns, operates and maintains three run of river hydroelectric generating facilities in or near the town of Afton, Lincoln County, Wyoming, two located on Swift Creek and one located on the existing culinary water system for the town of Afton. The upriver Swift Creek plant was completed in May 2009 and has a Facility Capacity Rating of 940 kilowatts (kW) (the "Upper Facility"). The downriver Swift Creek plant was completed in October 2009 and has a Facility Capacity Rating of 535 kW (the "Lower Facility"). The third plant has a

Facility Capacity Rating of 225 kW (the “Culinary Facility”). Lower Valley purchases firm point-to-point transmission from Bonneville Power Administration (“BPA”) in amounts sufficient to deliver output from all three facilities via a single scheduled delivery to the Company at Goshen, Idaho.

3. Currently, Lower Valley sells and the Company purchases net output from the Upper Facility and the Lower Facility at published avoided cost prices pursuant to a power purchase agreement originally executed May 22, 2009 and revised and restated on February 1, 2010 (“First Revised PPA”).

4. Lower Valley and the Company seek the Commission’s approval of their Second Revised and Restated Power Purchase Agreement (“Second Revised PPA”).¹ The Second Revised PPA amends the First Revised PPA to: (1) add provision for the purchase of net output from the new Culinary Facility, jointly with net output from the existing Upper Facility, Lower Facility; (2) extend the term of the First Revised PPA from May 1, 2012 to September 1, 2014; (3) provide that the Culinary Facility receive published avoided cost rates from Order No. 32234; and (4) provide that the Upper Facility and Lower Facility receive published avoided cost rates from Order No. 32234 commencing on May 1, 2012, the expiration date of the First Revised PPA.

5. Lower Valley intends to operate Upper Facility, Lower Facility, and Culinary Facility – each a separate Qualifying Facility – as a single generating facility, for purposes of this Second Revised PPA. The Company and Lower Valley agreed that purchasing and selling power for all three facilities under a single power purchase agreement is the most efficient means of effectuating the sale and delivery of net output from these three small hydroelectric QFs, for two reasons. First, the use of one

¹ A redline showing changes to the First Revised PPA is attached hereto.

agreement reduces cost in generating monthly statements and processing monthly payments for both parties. Second, because Lower Valley delivers net output from the three facilities via a single point-to-point transmission reservation, the three projects arrive at the Company's system via a single schedule that is amenable to treatment by the Company as a single resource. While the Company does not necessarily deem this arrangement as precedential for all future transactions between the Company and a seller with two or more qualifying facilities, it is comfortable that, in this instance, combining the three facilities into a single power purchase agreement and receiving the net output via a single schedule is a workable and pragmatic approach.

6. The Commission recently limited the published avoided cost rate eligibility of wind and solar QFs to facilities of 100 kW or less in Order No. 32176. As a run of river hydroelectric facilities, the Facilities are not subject to the 100-kW eligibility cap.

7. The total nameplate capacity of the three Facilities is 1,700 kilowatts. As described in Section 7 of the Second Revised PPA, Lower Valley provided data on the Facility that the Company used to determine, under normal and/or average conditions: (1) the feasibility that the Upper and Lower Facility net energy will equal or exceed 5,357,556 kWh in each full calendar year for the full term of the Second Revised PPA; (2) the likelihood that the Culinary Facility net energy will equal or exceed 1,158,000 kWh in each full calendar year for the full term of the Second Revised PPA and (2) the likelihood that the Facility, under average design conditions, will generate at no more than 10 average MW in any calendar month. Further, as described in Section 5.3 of the Second Revised PPA, should the Facility exceed 10 average MW on a monthly basis, the

Company may accept the energy (“Inadvertent Energy”) that does not exceed the Maximum GIA Delivery Rate, but will not purchase or pay for this Inadvertent Energy.

8. Paragraph 2.1 of the Second Revised PPA provides that the Second Revised PPA will not become effective until the Commission has approved the Second Revised PPA and determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by the Company for purchasing capacity and energy from Lower Valley are legitimate expenses, all of which the Commission will allow the Company to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

9. Lower Valley has elected the day seven days after Commission approval of the Second Revised PPA as the Commercial Operation Date for this Culinary Facility. Various requirements have been placed upon Lower Valley in order for the Company to accept energy deliveries from the Culinary Facility. The Company will monitor compliance with these initial requirements.

10. Lower Valley has been made aware of and accepted the provisions of the Second Revised PPA regarding curtailment or disconnection of its Facility should certain operating conditions develop on the Company's system. Section 6 of the Second Revised PPA defines the conditions for curtailment and obligations of Lower Valley in the event of curtailment.

CONCLUSION

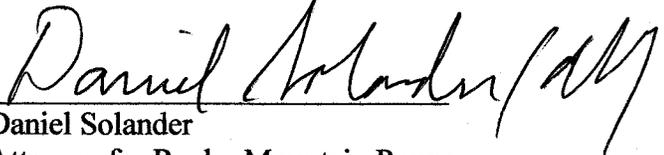
NOW, THEREFORE, based on the foregoing, the Company respectfully requests that the Commission issue its Order:

(1) Approving the Second Revised and Restated Power Purchase Agreement between Lower Valley and the Company without change or condition; and

(2) Declaring that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the cost incurred by the Company for purchasing capacity and energy from Lower Valley are legitimate expenses, all of which the Commission will allow the Company to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

DATED this 17th day of June 2011.

Respectfully submitted,


Daniel Solander
Attorney for Rocky Mountain Power

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SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT

BETWEEN

LOWER VALLEY ENERGY, INC.

[three non-fueled, non-levelized, non-MAG Qualifying Facilities located in PacifiCorp Control Area interconnected to non-PacifiCorp system in Wyoming delivering power to PacifiCorp in Idaho—each 10aMW/Month or less]

AND

PACIFICORP

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SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT

THIS SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT ("**Second Revised Agreement**" or "**Agreement**"), entered into this 10th day of May, 2011, is between Lower Valley Energy, Inc., a Wyoming Corporation (the "**Seller**") and PacifiCorp, an Oregon corporation acting in its regulated electric utility capacity ("**PacifiCorp**"). Seller and PacifiCorp are referred to collectively as the "**Parties**" and individually as a "**Party**".

RECITALS

A. Seller owns, operates and maintains three run of river hydroelectric generating facilities, two for the generation of electric power, two located on Swift Creek, in or near the town of Afton, Lincoln County, Wyoming and one located on the existing culinary water system for the town of Afton, Lincoln County, Wyoming. The upriver Swift Creek plant was completed in May 2009 and has a Facility Capacity Rating of 940-kilowatts (kW) (the "**Upper Facility**"). The downriver Swift Creek plant was completed in October 2009 and has a Facility Capacity Rating of 535 kW (the "**Lower Facility**"). The third plant has a Facility Capacity Rating of 225 kW (the "**Culinary Facility**"); and

B. Seller sells and PacifiCorp purchases Net Output from the Upper Facility and the Lower Facility pursuant to a Power Purchase Agreement dated May 22, 2009 ("**Original PPA**") and revised and restated on February 1, 2010 ("**First Revised PPA**"); and

C. Seller and PacifiCorp wish to hereby amend the First Revised PPA to (1) add provision for the purchase of Net Output from the Upper Facility, Lower Facility, and Culinary Facility, jointly; (2) extend the term of the Agreement; (3) provide that the Culinary Facility receive published avoided cost rates from Order No. 32234; and (4) provide that the Upper Facility and Lower Facility receive published avoided cost rates from Order No. 32234 commencing on May 1, 2012, the expiration date of the First Revised PPA — all according to the terms and conditions set forth herein; and

D. Seller intends to operate Upper Facility, Lower Facility, and Culinary Facility — each a separate Qualifying Facility — as a single generating facility, for purposes of this Second Revised PPA (**Facility**), except that Net Output from Culinary Facility will be purchased at the published avoided cost in effect on the date set forth, above; and

E. Seller estimates that the average annual Net Output to be delivered by the Facility to PacifiCorp is 6,246,917 kilowatt-hours (kWh) pursuant to the monthly Energy Delivery Schedule in **Exhibit D** hereto, which amount of energy PacifiCorp will include in its resource planning; and

F. Seller shall sell and PacifiCorp shall purchase all the Net Output from the Facility in accordance with the terms and conditions of this Agreement, which shall replace the First Revised PPA as of the Amendment Date.

G. Seller intends to transmit Net Output from the Facility to PacifiCorp via transmission facilities operated by a third party, and PacifiCorp intends to accept scheduled firm delivery of Seller's Net Output, under the terms of this Agreement, including the Generation Scheduling Addendum attached as **Addendum W** and incorporated contemporaneously herewith.

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

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 "Adjusted Scheduled Monthly Energy Delivery" shall have the meaning set forth in Section 4.3

1.2 "Agreement" means this Second Revised Agreement.

1.3 "Amendment Date" is defined in Section 2.1.

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

1.5 "Billing Period" means the time period between PacifiCorp's reading of its power purchase meters at the Facility and for this Agreement shall coincide with calendar months.

1.6 "Capacity Factor" means, for any given period of time, the Net Output divided by the product of Facility Capacity Rating and the total hours in the given period of time.

1.7 "Commercial Operation" means the Facility^(upper), Facility^(lower), or Facility^(culinary) is fully operational and reliable, at not less than ninety percent (90%) of the expected Facility Capacity Rating, and interconnected and synchronized with the Transmission Entity's System. In order to meet the requirements for Commercial Operation, all of the following events shall have occurred:

1.7.1 PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer (a) stating the Facility Capacity Rating of the Facility at the anticipated time of Commercial Operation and (b) stating 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;

1.7.2 Start-Up Testing of the Facility shall have been completed;

1.7.3 PacifiCorp has received an executed copy of Seller's Transmission Agreement(s); and

1.7.4 PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, or an attorney in good standing in Idaho or Wyoming, stating that Seller has obtained all Required Facility Documents and, if requested by PacifiCorp in writing, Seller shall have provided copies of any or all such requested Required Facility Documents.

1.8 “**Commercial Operation Date**” means the date, as designated by PacifiCorp pursuant to Section 2.3, the Facility_(upper), Facility_(lower), or Facility_(culinary), as the case may be, first achieves Commercial Operation. The Facility_(upper) achieved Commercial Operation under the Original PPA on July 24, 2009. The Facility_(lower) achieved Commercial Operation under the First Revised PPA on February 26, 2010.

1.9 “**Commission**” means the Idaho Public Utilities Commission.

1.10 “**Conforming Energy**” means all Net Energy delivered to the Point of Delivery except Non-Conforming Energy.

1.11 “**Conforming Energy Price**” means the applicable price for Conforming Energy and capacity, specified in Section 5.1.

1.12 “**Contract Year**” means a twelve (12) month period commencing at 00:00 hours Mountain Prevailing Time (“MPT”) on January 1 and ending on 24:00 hours MPT 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 Expiration Date, unless earlier terminated as provided herein.

1.13 “**Effective Date**” means July 16, 2009, the Effective Date of the Original PPA.

1.14 “**Energy Delivery Schedule**” shall have the meaning set forth in Section 4.2 of this Agreement.

1.15 “**Expiration Date**” shall have the meaning set forth in Section 2.1 of this Agreement.

1.16 “**Facility**” means all of Seller’s Upper Facility, Lower Facility, and Culinary Facility, unless otherwise noted, including the Seller’s Interconnection Facilities, as described in the Recitals, **Exhibit A**, and **Exhibit B**. “Facility_(upper)”, “Facility_(lower)”, and “Facility_(culinary)” refer to the Upper Facility, Lower Facility, and Culinary Facility, individually. The term “Facility” without any such suffix refers to the entire Facility unless the context requires otherwise. Facility_(upper), Facility_(lower), and Facility_(culinary) are described separately in **Exhibit A**.

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

1.18 “**First Revised PPA**” is defined in Recital B.

1.19 “**Force Majeure**” has the meaning set forth in Section 13.1.

1.20 “**Generation Scheduling Addendum**” means **Addendum W**, the portion of this Agreement providing for the measurement, scheduling, and delivery of Net Output from the Facility to the Point of Delivery via a non-PacifiCorp Transmission Entity(s).

1.21 “**Inadvertent Energy**” means energy delivered to the Point of Interconnection_(x) (1) in excess of the Maximum Monthly Purchase Obligation; or (2) at an average hourly rate

exceeding the Maximum Facility Delivery Rate_(x). Inadvertent Energy is not included in Net Output.

1.22 **"Index Price"**, for each day, shall mean the weighted average of the average Peak and Off-Peak firm energy market prices, as published in the *Intercontinental Exchange (ICE) Day Ahead Power Price Report* for the Palo Verde Hub. For Sunday and NERC holidays, the 24-Hour Index Price shall be used, unless ICE shall publish a Firm On-Peak and Firm Off-Peak Price for such days for Palo Verde, in which event such indices shall be utilized for such days. If the ICE index or any replacement of that index ceases to be published during the term of this Agreement, PacifiCorp shall select as a replacement a substantially equivalent index that, after any appropriate or necessary adjustments, provides the most reasonable substitute for the index in question. PacifiCorp's selection shall be subject to Seller's consent, which Seller shall not unreasonably withhold, condition or delay.

1.23 **"Initial Year Energy Delivery Schedule"** shall have the meaning set forth in Section 4.2.1.

1.24 **"Interconnected Utility"** means Lower Valley Energy, Inc., the operator of the electric utility system at the Points of Interconnection.

1.25 **"Interconnection Facilities"** means all the facilities and ancillary equipment used to interconnect the Facility to the Interconnected Utility, including electrical transmission lines, upgrades, transformers, and associated equipment, substations, relay and switching equipment, and safety equipment.

1.26 **"Licensed Professional Engineer"** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Wyoming, who has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation and/or opinion, 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. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations and opinions required by this Agreement shall not constitute a prohibited economic relationship, association or nexus with the Seller, so long as such engineer has no other economic relationship, association or nexus with the Seller.

1.27 **"Material Adverse Change"** shall mean, with respect to the Seller, if the Seller, in the reasonable opinion of PacifiCorp, has experienced a material adverse change in ability to fulfill its obligations under this Agreement.

1.28 **"Maximum Curtailed Facility Delivery Rate"** or **"MCFDR"** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point(s) of Interconnection during a Qualifying Curtailment. Where a Qualifying

Curtailement applies indistinguishably to both the "Upper and Lower" Facility and to the "Culinary" Facility, the $MCFDR_{(x)}$ shall equal the $MCFDR_{(all\ three)}$ * $(MFDR_{(x)}/MFDR_{(all\ three)})$.

1.29 "**Maximum Facility Delivery Rate**" or "**MFDR**" means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point(s) of Interconnection, as specified in **Exhibit A**, and in compliance with the Facility's generation interconnection agreement, if applicable.

1.30 "**Maximum Monthly Purchase Obligation**" means the maximum amount of energy PacifiCorp is obligated to purchase under this Agreement in a calendar month. In accordance with Commission Order 29632, the Maximum Monthly Purchase Obligation for the Facility for a given month, in kWh, shall equal 10,000 kW multiplied by the total number of hours in that month.

1.31 "**Motive Force Plan**" shall have the meaning set forth in Section 7 of this Agreement.

1.32 "**Nameplate Capacity Rating**" means the maximum instantaneous generating capacity of any qualifying small power or cogeneration generating unit supplying all or part of the energy sold by the Facility, expressed in MW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in a notice from Seller to PacifiCorp delivered before the Commercial Operation Date and, if applicable, updated in the As-built Supplement.

1.33 "**Net Energy**" means the energy component, in kWh, of Net Output.

1.34 "**Net Output**" means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Points of Interconnection, less any station use not provided by the Facility. Net Output does not include Inadvertent Energy.

1.35 "**Non-Conforming Energy**" means for any Billing Period: (1) that portion of Net Energy delivered to the Point of Delivery in excess of 110% of the Scheduled Monthly Energy Delivery for that Billing Period delivered subsequently to that initial 110%; or (2) all Net Energy delivered to the Point of Delivery when Net Energy delivered is less than 90% of the Scheduled Monthly Energy Delivery for that Billing Period; or (3) all Net Output produced by the Facility prior to the Commercial Operations Date.

1.36 "**Non-Conforming Energy Price**" means the applicable price for Non-Conforming Energy and capacity, specified in Section 5.1.

1.37 "**Off-Peak Hours**" means all hours of the week that are not On-Peak Hours.

1.38 "**On-Peak Hours**" means hours from 7:00 a.m. to 11:00 p.m. Mountain Prevailing Time, Monday through Saturday, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.

1.39 **"First Revised PPA"** is defined in Recital B.

1.40 **"PacifiCorp Transmission"** means PacifiCorp, an Oregon corporation, acting in its transmission function capacity.

1.41 **"Point of Delivery"** means PacifiCorp's 161 kV busbar at the Goshen Substation, Idaho the point of interconnection between Bonneville Power Administration's system and PacifiCorp's system where PacifiCorp has agreed to receive Seller's Net Output.

1.42 **"Point of Interconnection_(lower)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(lower) and the Interconnected Utility's system.

1.43 **"Point of Interconnection_(culinary)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(culinary) and the Interconnected Utility's system.

1.44 **"Point of Interconnection_(upper)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(upper) and the Interconnected Utility's system.

1.45 **"Points of Interconnection"** means, collectively, the Point of Interconnection_(lower), Point of Interconnection_(upper), and Point of Interconnection_(culinary).

1.46 **"Prime Rate"** means the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by JPMorgan Chase & Co. If a JPMorgan Chase & Co. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.

1.47 **"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.

1.48 **"Qualifying Curtailment"** shall have the meaning set forth in Section 4.3.

1.49 **"QF"** means **"Qualifying Facility"**, as that term is defined in the version of FERC Regulations (codified at 18 CFR Part 292) in effect on the date of this Agreement.

1.50 **"Replacement Period"**, **"Net Replacement Power Costs"**, **"Replacement Price"** and **"Replacement Volume"** shall have the meanings set forth in Section 10.4 of this Agreement;

1.51 “**Required Facility Documents**” means all material licenses, permits, authorizations, and agreements necessary for construction, operation, and maintenance of the Facility, including without limitation those set forth in **Exhibit C**.

1.52 “**Scheduled Commercial Operation Date**_(culinary)” means the date by which Seller promises to achieve Commercial Operation with respect to Culinary Facility, as specified in Section 2.2.3.

1.53 “**Scheduled Maintenance Periods**” means those times scheduled by Seller with advance notice to PacifiCorp as provided in Section 6.2 unless otherwise mutually agreed.

1.54 “**Scheduled Monthly Energy Delivery**” means the Net Energy scheduled to be delivered to the Point of Delivery during a given calendar month, as specified by Seller in the Energy Delivery Schedule.

1.55 “**Second Revised Agreement**” means this Second Revised and Restated Power Purchase Agreement, which supersedes the First Revised PPA as of the Amendment Date.

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

1.57 “**Subsequent Energy Delivery Schedule**” shall have the meaning set forth in Section 4.2.3.

1.58 “**Tariff**” means the PacifiCorp FERC Electric Tariff Seventh Revised Volume No.11 Pro Forma Open Access Transmission Tariff, as revised from time to time.

1.59 “**Transmission Agreement(s)**” means the agreement(s) (or contemporaneous agreements) between Seller and the Transmitting Entity(s) providing for Seller’s uninterrupted right to transmit Net Output to the Point of Delivery.

1.60 “**Transmitting Entity(s)**” means the Bonneville Power Administration, the (non-PacifiCorp) operator(s) of the transmission system(s) between the Points of Interconnection and the Point of Delivery.

SECTION 2: TERM, COMMERCIAL OPERATION DATE

2.1 This Second Revised Agreement shall become effective at 00:00 MPT on the day following execution by both Parties and after approval by the Commission (“**Amendment Date**”); *provided*, however, this Second Revised Agreement shall not become effective until the Commission has determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the costs incurred by PacifiCorp for purchases of capacity and energy from Seller are legitimate expenses, all of which the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

Unless earlier terminated as provided herein, this Second Revised Agreement shall remain in effect until September 1, 2014 (“**Expiration Date**”).

2.2 Time is of the essence of this Second Revised Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date_(culinary), and to achieve Commercial Operations of the Culinary Facility by the Scheduled Commercial Operation Date_(culinary), is critically important. Therefore,

2.2.1 By the date five days after the Effective Date of this Agreement, Seller shall obtain and provide to PacifiCorp copies of all governmental permits and authorizations necessary for construction of Culinary Facility.

2.2.2 Prior to the Commercial Operation Date_(culinary), Seller shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

2.2.3 Seven days after the Effective Date of this Agreement, Seller shall achieve Commercial Operation with respect to Culinary Facility ("**Scheduled Commercial Operation Date** _(culinary)").

2.2.4 Seller has provided PacifiCorp with a copy of an executed Transmission Agreement(s), whose terms include: (1) reserved capacity equal to or greater than the Maximum Facility Delivery Rate of Seller's combined Facility, and (2) a termination date (including any rollover rights) equal to or greater than the Expiration Date of this Agreement – and is otherwise consistent with this Agreement.

2.2.5 By the date five days after the Effective Date of this Agreement, Seller shall provide to PacifiCorp an executed copy of **Exhibit H**—Seller Authorization to Release of Generation Data to PacifiCorp with respect to Culinary Facility.

2.3 Establishing Commercial Operation_(culinary). To achieve Commercial Operation_(culinary), Seller must provide, subject to PacifiCorp's written approval which will not be unreasonably withheld, written notice to PacifiCorp stating when Seller believes that the Culinary Facility has achieved Commercial Operation accompanied by the certificates described in Section 1.7. PacifiCorp's approval, if given, shall designate the Commercial Operation Date_(culinary). In no event will delay in achieving the Scheduled Commercial Operation Date_(culinary), postpone the Expiration Date specified in Section 2.1.

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 Subject to Commission approval, 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 Subject to Commission approval, 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 Wyoming corporation duly organized and validly existing under the laws of Wyoming.

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's shareholders, directors, and officers have 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 three QFs. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission self-certification to PacifiCorp prior to PacifiCorp's execution of this Agreement. At any time PacifiCorp has reason to believe during the term of this Agreement that Seller's status as a QF is in question, PacifiCorp may require Seller to provide PacifiCorp with a written legal opinion from an attorney in good standing in the state of Idaho and 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 The description of Seller's Facility in Exhibit A and Exhibit B is correct.

3.2.8 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.

3.2.9 Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

3.2.10 Seller is not in default under any of its other agreements and is current on all of its financial obligations.

3.2.11 Seller owns 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.

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 ENERGY AND CAPACITY

4.1 Delivery and Acceptance of Net Output. Unless otherwise provided herein, PacifiCorp will purchase and Seller will sell all of the Net Output from the Facility.

4.2 Energy Delivery Schedule. Seller shall prepare and provide to PacifiCorp, on an ongoing basis, a written schedule of Net Energy expected to be delivered to the Point of Delivery by the Facility ("**Energy Delivery Schedule**"), in accordance with the following:

4.2.1 Culinary Scheduled Monthly Energy Delivery. The Scheduled Monthly Energy Delivery (and related adjustments and calculations) for the Culinary Facility shall be separate from the Scheduled Monthly Energy Delivery for the combined Upper Facility and Lower Facility. During the first twelve full calendar months following the Commercial Operations Date, Seller predicts that the Culinary Facility will produce and deliver to the Point of Delivery the following monthly amounts ("**Initial Year Energy Delivery Schedule**"):

<u>Month</u>	<u>Culinary Facility Energy Delivery (SMED_{culinary}) kWh</u>
January	59,700
February	23,000
March	40,000
April	94,400
May	119,500
June	132,200
July	167,200
August	160,100
September	112,100
October	82,900
November	91,300
December	76,100

4.2.2 Upper and Lower Scheduled Monthly Energy Delivery. The Scheduled Monthly Energy Delivery for the combined Upper Facility and Lower Facility is as follows:

<u>Month</u>	<u>Upper Facility Energy Delivery (kWh)</u>	<u>Lower Facility Energy Delivery (kWh)</u>	<u>Facility Energy Delivery (SMED_{upper and lower}) kWh</u>
January	154,720	103,674	258,394
February	126,782	65,772	192,554
March	127,107	70,249	197,356
April	188,542	87,236	275,778
May	259,394	102,403	361,797
June	558,866	301,939	860,805
July	614,905	301,022	915,927
August	454,030	162,980	617,010
September	274,580	113,480	388,060
October	280,880	95,020	375,900
November	217,480	125,785	343,265
December	188,460	113,611	302,071

4.2.3 Beginning at the end of the ninth full calendar month of operation, and at the end of every 3rd month thereafter, Seller shall supplement the Energy Delivery Schedule with three additional months of forward estimates (which shall be appended to this Agreement as **Exhibit D**) (“**Subsequent Energy Delivery Schedule**”), such that the Energy Delivery Schedule will provide at least six months of scheduled energy estimates at all times. Seller shall provide Subsequent Energy Delivery Schedules no later than 5:00 PM MPT of the 5th day after the due date. If Seller does not provide a Subsequent Energy Delivery Schedule by the above deadline, scheduled energy for the omitted period shall equal the amounts scheduled by Seller for the same three-month period during the previous year.

4.2.4 Beginning with the end of the third month after the Commercial Operation Date and at the end of every third month thereafter; (1) the Seller may not revise the immediate next three months of previously provided Energy Delivery Schedules, but by written notice given to PacifiCorp no later than 5:00 PM of the 5th day following the end of the previous month, the Seller may revise all other previously provided Energy Delivery Schedules. Failure to provide timely written notice of changed amounts will be deemed to be an election of no change.

4.3 Adjustment of Energy Delivery Schedule. If PacifiCorp is excused from accepting all or part of Seller’s Net Output due to the occurrence of circumstances specified in Section 6.3.1 and 6.3.2 and, or if Seller is excused from delivery due to the occurrence of circumstances specified in Section 6.4, or due to a combination thereof (“**Qualifying Curtailment**”) the Scheduled Monthly Energy Delivery for the Facility(ies) subject to such Qualifying Curtailment (Scheduled Monthly Energy Delivery_(upper and lower) or Scheduled Monthly Energy Delivery_(culinary) or both) will be adjusted, *pro rata* (“**Adjusted Scheduled Monthly Energy Delivery**”). The Adjusted Scheduled Monthly Energy Delivery shall be calculated as follows:

$$SMED(adj) = SMED_{(x)} * \left(1 - \sum_{i=1}^n \left(\frac{Hc_i}{Ht} * \frac{DRm - DRc_i}{DRm} \right) \right)$$

Where:

- $SMED_{(x)}$ = Scheduled Monthly Energy Delivery for the month in which the curtailment occurs, where “(x)” connotes “Upper and Lower Facility” or “Culinary Facility” or “both”
- $SMED(adj)$ = Adjusted Scheduled Monthly Energy Delivery_(x) for the month in which curtailment occurs
- Hc_i = total hours of the Qualifying Curtailment in the month subject of this calculation
- Ht = total hours in the month in which curtailment occurs
- DRc_i = the Maximum Curtailed Facility Delivery Rate_(x)
- DRm = the Maximum Facility Delivery Rate_(x)

- i = a Qualifying Curtailment affecting Facility_(x)
- n = the number of Qualifying curtailments in the month affecting Facility_(x)
- x = the Facility subject to the Qualifying Curtailment: either "Upper and Lower" or "Culinary"

Where Qualifying Curtailments overlap, each distinct period of overlap shall be calculated as a separate Qualifying Curtailment such that no hour within a month may figure into more than one Qualifying Curtailment.

4.4 Termination for Non-availability. Unless excused by an event of Force Majeure, Seller's failure to deliver any Net Energy to the Point of Delivery for a continuous period of three months shall constitute an event of default.

SECTION 5: PURCHASE PRICES

5.1 Energy Purchase Price. Except as provided in Section 5.3, PacifiCorp will pay Seller non-levelized, Conforming Energy or Non-Conforming Energy Purchase Prices for capacity and energy calculated using separately applicable rates for "Upper and Lower" and "Culinary" Facility and adjusted for seasonality and On-Peak/Off-Peak Hours using the following formulae, in accordance with Commission Order 30480 and Errata to Order 30480:

$$\text{Conforming Energy Purchase Price} = \text{AR}_{ce} * \text{MPM}$$

$$\text{Non-Conforming Energy Purchase Price} = \text{Minimum of } [\text{AR}_{ce} * \text{MPM}; \text{PV-85}]$$

Where:

AR_{ce} = the Conforming Energy Annual Rate for the year of the Net Output. For Net Output from the Upper Facility and Lower Facility, the applicable rates are in Table 1-Upper/Lower, below. For Net Output from the Culinary Facility, the applicable rates are in Table 1-Culinary, below;

MPM = the monthly On-Peak or Off-Peak multiplier from Table 2 below, that corresponds to the month of the Net Output and whether the Net Output occurred during On-Peak Hours or Off-Peak Hours.

PV-85 = 85% of the monthly weighted average of the daily Index Price.

Example calculations are provided in Exhibit G.

Table 1-Upper/Lower: Conforming Energy Annual Rates for Upper Facility and Lower Facility (Rates from Commission Order No. 30744 through April 2012, then rates from Errata to Order No. 32234 from May 2012 through the Expiration Date)

Year	Conforming Energy Annual Rate, Upper and Lower (AR_{ce}) \$/MWh
2009	76.73
2010	75.83

2011	77.95
2012 <i>January – April</i>	80.24
2012 <i>May – December</i>	63.34
2013	66.87
2014	70.67

Table 1-Culinary: Conforming Energy Annual Rates for Culinary Facility (Commission Errata to Order No. 32234)

Year	Conforming Energy Annual Rate, Culinary (AR_{ce}) \$/MWh
2011	59.62
2012	63.34
2013	66.87
2014	70.67

Table 2: Monthly On-Peak/Off-Peak Multipliers

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%
October	115%	105%
November	110%	96%
December	129%	120%

5.2 Payment

For the Billing Period in each Contract Year:

5.2.1 If Net Energy delivered to the Point of Delivery is between 90% and 110% of the Scheduled Monthly Energy Delivery, then:

Payment = Conforming Energy (kWh) times Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.2.2 If Net Energy delivered to the Point of Delivery is less than 90% of the Scheduled Monthly Energy Delivery, then:

Payment = Non-Conforming Energy (kWh) times Non-Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.2.3 If Net Energy delivered to the Point of Delivery is greater than 110% of the Scheduled Monthly Energy Delivery, then:

Payment = Conforming Energy (kWh) times Conforming Energy Purchase Price (\$/MWh) divided by 1000 plus Non-Conforming (kWh) times Non-Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.3 Inadvertent Energy. PacifiCorp may accept Inadvertent Energy at its sole discretion, but will not purchase or pay for Inadvertent Energy.

SECTION 6: OPERATION AND CONTROL

6.1 Seller shall operate and maintain the Facility in a safe manner in accordance with this Agreement, the Facility's generation interconnection agreement, if applicable, Transmission Agreement(s), 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 the Point of Delivery is disconnected, suspended or interrupted, in whole or in part, pursuant to the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s), or to the extent generation curtailment is required as a result of Seller's non-compliance with the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s). 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.

6.2 Seller may cease operation of the entire Facility or any individual unit for Scheduled Maintenance Periods for each calendar year at such times as are provided in the monthly operating schedule set forth as **Exhibit D**.

6.3 Energy Acceptance.

6.3.1 PacifiCorp shall be excused from accepting and paying for Net Output or accepting Inadvertent Energy produced by the Facility and delivered by the Seller to the Point of Delivery, if it is prevented from doing so by an event of Force Majeure, or if PacifiCorp determines that curtailment, interruption or reduction of Net Output or Inadvertent Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, electrical system operating conditions on its

system or as otherwise required by Prudent Electrical Practices. If, for reasons other than an event of Force Majeure, PacifiCorp requires such a curtailment, interruption or reduction of Net Output deliveries for a period that exceeds twenty (20) days, beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Output at a rate equivalent to the pro rata daily average of the amounts specified for the applicable month in the Energy Delivery Schedule under Section 4.2 unadjusted by Section 4.3. PacifiCorp will notify Seller when the interruption, curtailment or reduction is terminated.

6.3.2 PacifiCorp shall not be obligated to purchase, receive or pay for Net Output that is not delivered to the Point of Delivery (a) during times and to the extent that such energy is not delivered because the interconnection between the Facility and PacifiCorp's system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s), (b) during times and to the extent that such energy is not delivered because the Transmission Entity Curtails (as defined in the Tariff) Transmission Service (as defined in the Tariff) to PacifiCorp pursuant to the terms of the Tariff, or (c) during times and to the extent that an event of Force Majeure prevents either Party from delivering or receiving such energy.

6.3.3 Under no circumstances will the Seller deliver Net Output and/or Inadvertent Energy from the Facility to the Point of Delivery in an amount that exceeds the Maximum Facility Delivery Rate, except as provided in **Addendum W**. Seller's failure to limit deliveries to the Maximum Facility Delivery Rate shall be a Material Breach of this Agreement.

6.4 Seller Declared Suspension of Energy Deliveries.

6.4.1 If the Seller's Facility experiences a forced outage due to equipment failure which is not caused by an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility, Seller may, after giving notice as provided in Section 6.4.2 below, temporarily suspend all deliveries of Net Energy to PacifiCorp from the Facility or from individual generation unit(s) within the Facility affected by the forced outage for a period of not less than 48 hours to correct the forced outage condition ("**Declared Suspension of Energy Deliveries**"). The Seller's Declared Suspension of Energy Deliveries will begin at the start of the next full hour following the Seller's notification as specified in Section 6.4.2 and will continue for the time as specified (not less than 48 hours) in the written notification provided by the Seller. In the month(s) in which the Declared Suspension of Energy occurred, the Scheduled Monthly Energy Delivery will be adjusted as specified in Section 4.3.

6.4.2 If the Seller desires to initiate a Declared Suspension of Energy Deliveries as provided in Section 6.4.1, the Seller will notify PacifiCorp's generation coordination desk, by e-mail to wsc@pacificorp.com, by telephone (503-813-5394), or by fax (503-813-5512), of Seller's unscheduled outage. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance

during Off-Peak Hours. The beginning hour of the Declared Suspension of Energy Deliveries will be at the earliest the next full hour after making contact with PacifiCorp. The Seller will, within 24 hours after the telephone contact, provide PacifiCorp a written notice in accordance with Section 21 declaring the beginning hour and duration of the Declared Suspension of Energy Deliveries and a description of the conditions that caused the Seller to initiate a Declared Suspension of Energy Deliveries. PacifiCorp will review the documentation provided by the Seller to determine PacifiCorp's acceptance of the described forced outage as qualifying for a Declared Suspension of Energy Deliveries as specified in Section 6.4.1. PacifiCorp's acceptance of the Seller's forced outage as an acceptable forced outage will be based upon the clear documentation provided by the Seller that the forced outage is not due to an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility. Seller agrees to retain all performance related data for the Facility for a minimum of three years, and to cooperate with PacifiCorp in the event PacifiCorp decides to audit Seller's reporting of Facility Net Output and Adjusted Scheduled Monthly Energy Delivery.

SECTION 7: MOTIVE FORCE

Prior to the Amendment Date of this Second Revised Agreement, Seller provided to PacifiCorp an engineering report for Seller's Facility demonstrating to PacifiCorp's reasonable satisfaction: (1) the feasibility that the combined Net Energy delivery of the Upper Facility and the Lower Facility will equal or exceed 5,357,556 kWh in each full calendar year for the full term of this Second Revised Agreement; (2) the feasibility that the Net Energy delivery of the Culinary Facility will equal or exceed 1,158,000 kWh in each full calendar year for the full term of this Second Revised Agreement; and (3) the likelihood that the Facility, under average design conditions, will generate at no more than 10 aMW in any calendar month ("**Motive Force Plan**") acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit F-1**, together with a certification from a Licensed Professional Engineer attached hereto as **Exhibit F-2**, certifying to PacifiCorp that the Facility can reasonably be expected to perform as predicted in the Motive Force Plan for the duration of this Agreement.

SECTION 8: METERING AT THE POINT OF INTERCONNECTION

8.1 Metering shall be performed at the location and in a manner consistent with this Agreement, as specified in **Exhibit B**. Seller shall provide to PacifiCorp metered Facility Net Output in hourly increments, and any other energy measurements required to administer this Agreement. If the Transmitting Entity(s) requires Seller to telemeter data, PacifiCorp shall be entitled to receive the same data Seller provides to the Transmitting Entity, if such data is useful to PacifiCorp's administration of this Agreement. Seller's metered output shall be adjusted to account for electrical losses, if any, between the point of metering_(x) and the Point of Interconnection_(x) ("adjusted metered output"). The loss adjustment shall be 2% of the kWh energy production recorded on the Facility output meter until actually measured and confirmed in letter agreement between the Parties. Subject to other provisions applicable to Net Output in this Agreement (e.g., disallowance of Inadvertent Energy), PacifiCorp shall subtract Seller's station service load from Seller's adjusted metered output to determine Net Output.

8.2 Seller shall pay for the installation, testing, and maintenance of any metering required by Section 8.1, and shall provide reasonable access to such meters. PacifiCorp shall have reasonable access to inspection, testing, repair and replacement of the metering equipment. If any of the inspections or tests discloses a measurement 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. 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, or during the shortest reasonable period.

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 and any other agreement(s) between the Parties.

9.2 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: DEFAULTS AND REMEDIES

10.1 The following events shall constitute defaults under this Agreement:

10.1.1 Seller's failure to make a payment when due under this Agreement, or maintain insurance in conformance with the requirements of Section 12 of this Agreement, if the failure is not cured within ten (10) days after the non-defaulting Party gives the defaulting Party a notice of the default.

10.1.2 Breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice.

10.1.3 Seller's failure to cure any default under any commercial or financing agreements or instrument (including the Facility's generation interconnection agreement, if applicable) within the time allowed for a cure under such agreement or instrument.

10.1.4 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.

10.1.5 A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, within fifteen (15) days from the date of such request.

10.1.6 A Party otherwise fails to perform any material obligation (including but not limited to failure by Seller to meet any deadline set forth in Section 2.2) imposed upon that Party by this Agreement if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; *provided, however,* that, upon written notice from the 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.

10.2 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. If the default 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. The rights provided in this Section 10 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

10.3 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output from the facility using the same motive force to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller do so subject to the terms of this Agreement, including but not limited to the purchase prices as set forth in (Section 5), until the Expiration Date (as set forth in Section 2.1). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

10.4 If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp for the energy and associated capacity that Seller was scheduled to provide for a period of twelve (12) months ("**Replacement Period**") from the date of termination plus the estimated administrative cost to acquire the replacement power ("**Net Replacement Power Costs**"). Net Replacement Power Costs equals the sum of (1) the Replacement Price for Facility_(upper and lower) times the Replacement Volume for Facility_(upper and lower) for each day of the Replacement Period; (2) the Replacement Price for Facility_(culinary) times the Replacement Volume for Facility_(culinary) for each day of the Replacement Period; and (3) the estimated administrative cost to the utility to acquire replacement power.

Where:

"**Replacement Price**" equals the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak Conforming Energy Prices; and

"**Replacement Volume**" equals the applicable Scheduled Monthly Energy Delivery divided by the number of days in that month.

10.5 Upon an event of default or termination event resulting from default under this Agreement, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract(s) or agreement(s) between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

10.6 Amounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

SECTION 11: INDEMNIFICATION

11.1 Indemnities.

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

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

11.2 **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.

11.3 CONSEQUENTIAL DAMAGES. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY 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 12: LIABILITY AND INSURANCE

12.1 Certificates. 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.

12.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, from the commencement of interconnection with PacifiCorp's electric transmission system until the Expiration Date of this Agreement, at its own expense, Seller shall secure and continuously carry, with an insurance company or companies rated not lower than "A- or better" by the A.M. Best Company, the insurance coverage specified below:

12.2.1 Worker's Compensation insurance which complies with the laws of the state within which the Facility is located;

12.2.2 Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence. Seller shall maintain the policy in accordance with terms available in the insurance market for similar electric generating facilities. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions in this Agreement, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, products/completed operations liability, and, where applicable, watercraft protection and indemnity liability;

12.2.3 All Risk Insurance. The policy shall provide coverage in an amount equal to not less than 80% of the current replacement in kind of the Facility for "all risks" of physical loss or damage except as hereinafter provided, including coverage for boiler and machinery, transit and off-site storage accident exposure, but excluding the equipment owned or leased by Operator and its subcontractors and their personal property. The policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. Seller shall maintain the policy in accordance with terms available in the insurance market for similar electric generating facilities. The policy shall include coverage for business interruption in an amount covering a period of indemnity equal to twelve (12) months. Additional coverages to be included are:

- (a) Catastrophic Perils Insurance not less than 80% of the current replacement cost of plant, building, and/or equipment.

12.3 Insurance Structure. Seller may satisfy the amounts of insurance required above by purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is at Seller's option, as long as the total amount of insurance meets the above requirements.

12.4 Occurrence-Based Coverage. The coverage required above, and any umbrella or excess coverage, shall be "occurrence" form policies. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the first insured Party shall obtain or cause to be obtained for each such policy or policies the broadest basic and supplemental extended reporting period coverage or "tail" reasonably available in the commercial insurance market for each such policy or policies and shall provide the other Party with proof that such basic and supplemental extended reporting period coverage or "tail" has been obtained.

12.5 Endorsement Items. Seller shall immediately cause its insurers to amend its Commercial General Liability and Umbrella or Excess Liability policies with all of the following endorsement items, and to amend its Worker's Compensation policy with the endorsement items set forth in Sections 12.5.3 and 12.5.4 below:

12.5.1 PacifiCorp and its Affiliates, their respective directors, officers, employees, and agents as an additional insured under this policy and to the maximum extent allowed by law, shall be provided with coverage at least as broad as those required of the Seller by this Agreement;

12.5.2 This insurance is primary with respect to the interest of PacifiCorp and its Affiliates and their respective directors, officers, employees, and agents;

12.5.3 Insurer hereby waives all rights of subrogation against PacifiCorp, its Affiliates, officers, directors, employees and agents;

12.5.4 Notwithstanding any provision of the policy, this policy may not be canceled, non-renewed or materially changed by the insurer without giving ten (10) days' prior written notice to PacifiCorp; and

12.5.5 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.

12.6 Periodic Review. PacifiCorp may review this schedule of required insurance as often as once every two (2) years. PacifiCorp may, in its discretion and if allowed by the Commission, require the Seller to make changes to the policies and coverages described in this Exhibit to the extent reasonably necessary to cause such policies and coverages to conform to the insurance policies and coverages typically obtained or required for power generation facilities

comparable to the Facility at the time PacifiCorp's review takes place. In addition, Seller shall have the right, subject to PacifiCorp's consent, to make changes in the coverages and limits of the Builder's All-Risk Insurance and the All-Risk Insurance required under this Section, to the extent the coverages and limits specified herein are not reasonably available at commercially reasonable rates.

SECTION 13: FORCE MAJEURE

13.1 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, 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 is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force 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, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

13.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence, including the start date of the Force Majeure, the cause of Force Majeure, whether the Facility remains partially operational and the expected end date of the Force Majeure;

13.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure;

13.1.3 the non-performing Party uses its best efforts to remedy its inability to perform; and

13.1.4 the non-performing Party shall provide prompt written notice to the other Party at the end of the Force Majeure event detailing the end date, cause there of, damage caused there by and any repairs that were required as a result of the Force Majeure event, and the end date of the Force Majeure.

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

13.3 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.

SECTION 14: 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 15: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state of Idaho, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

SECTION 16: 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 17: 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 18: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. PacifiCorp's compliance with the terms of this Agreement is conditioned on Seller's submission to PacifiCorp prior to the Commercial Operation Date and maintaining thereafter copies of 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.

SECTION 19: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, except that no assignment hereof by either Party shall become effective without the written consent of both Parties being first obtained. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, any entity with which PacifiCorp may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without

further act, and without need of consent or approval by the Seller, succeed to all of PacifiCorp's rights, obligations, and interests under this Agreement. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. PacifiCorp shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

SECTION 20: ENTIRE AGREEMENT

20.1 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.

20.2 By executing this Agreement, each Party releases the other from any claims, known or unknown, that may have arisen prior to the Amendment Date with respect to the Facility and any predecessor facility proposed to have been constructed on the site of the Facility.

SECTION 21: NOTICES

21.1 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

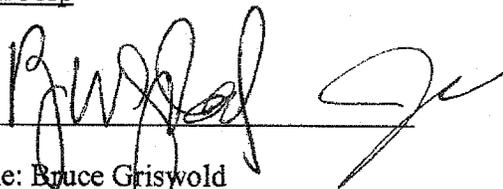
Notices	PacifiCorp	Seller
All Notices	PacifiCorp 825 NE Multnomah Street Portland, OR 97232 Attn: Contract Administration, Suite 600 E-mail: SmallQF@PacifiCorp.com Phone: (503) 813 - 5380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Lower Valley Energy, Inc. PO Box 188 Afton, Wyoming 83110 Attention Jim Webb, CEO Phone (307) 885-3175 Facsimile: (307) 885-5787
All Invoices:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
Scheduling:	Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	Attention Rick Knori Phone: (307) 739-6038 Facsimile: (307) 739-1610

Notices	PacifiCorp	Seller
Payments:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	To be provided in separate letter from Lower Valley Energy to Buyer
Credit and Collections:	Attn: Credit Manager, Suite 700 Phone: (503) 813 - 5684 Facsimile: (503) 813-5609	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
With Additional Notices of an Event of Default or Potential Event of Default to:	Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813-6761	James Webb, CEO Lower Valley Energy, Inc. Phone (307) 885-3175 Facsimile: (307) 885-5787

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

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

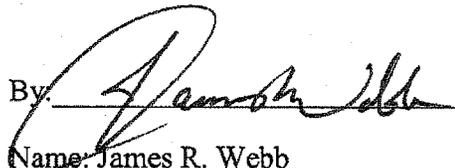
PacifiCorp

By: 

Name: Bruce Griswold

Title: Director Short Term Origination
and QF Contracts

Seller

By: 

Name: James R. Webb

Title: President/ CEO

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

Seller's Facility consists of three QFs, designated Facility_(lower), Facility_(upper), and Facility_(culinary) in this Agreement. Together, the Facility is described as:

Facility Capacity Rating_(upper): 940 kW
Facility Capacity Rating_(lower): 535 kW
Facility Capacity Rating_(upper and lower): 1475 kW
Facility Capacity Rating_(culinary): 225 kW

Facility Capacity Rating: 1,700 kW

Identify the Maximum Facility Delivery Rate:

Maximum Facility Delivery Rate_(upper): 940 kW
Maximum Facility Delivery Rate_(lower): 597 kW
Maximum Facility Delivery Rate_(upper and lower): 1537 kW
Maximum Facility Delivery Rate_(culinary): 261 kW

Maximum Facility Delivery Rate: 1,798 kW

EXHIBIT A – Lower
DESCRIPTION OF SELLER'S FACILITY_(LOWER)
[Seller to Complete]

Seller's Facility consists of one generator manufactured by Emerson Motor Company. More specifically, each generator at the Facility is described as:

Type (synchronous or inductive): S1 Induction Generator

Nameplate Part No.: 370780-000

Number of Phases: 3

Rated Output (kW): 597

Rated Output (kVA): 746

Rated Voltage (line to line): 480

Rated Current (A): Stator: 935 A; Rotor: Induction 935 A

Maximum kW Output ("Maximum Facility Delivery Rate_(lower)"): 597 kW

Maximum kVA Output: 746 kVA

Minimum kW Output: 0 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:N/A

Facility Capacity Rating: 535 kW at Hz 60 A 935

Identify the maximum output of the generator(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: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service. Station Service loads are estimated to be 12,000 KWH per year

Location of the Facility: The Facility is located in Lincoln County, W Wyoming. The location is more particularly described as follows:

The project is located on Swift Creek, in Lincoln County, Wyoming, partially within the Bridger-Teton National Forest at approximately 42°43' 42.3531" N and 110°55' 00.70858" W.

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .81

EXHIBIT A – Upper
DESCRIPTION OF SELLER'S FACILITY_(UPPER)

[Seller to Complete]

Seller's Facility_(upper) consists of one generator manufactured by Marelli Motori. More specifically, each generator at the Facility_(upper) is described as:

Type (synchronous or inductive): S1 Induction Generator

Model: C4G500 LC 10

Number of Phases: 3

Rated Output (kW): 940

Rated Output (kVA):

Rated Voltage (line to line):

Rated Current (A): Stator: 1131 A; Rotor: Induction 1131 A

Maximum kW Output ("Maximum Facility Delivery Rate_(upper)"): 940 kW

Maximum kVA Output: 986 kVA

Minimum kW Output: 0 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:

Facility Capacity Rating_(upper): 940 kW at Hz 60 A
1360

Identify the Maximum Facility Delivery Rate_(upper) and describe any differences between that output and the Facility Capacity Rating_(upper):

Station service requirements, and other loads served by the Facility_(upper), if any, are described as follows: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service.

Location of the Facility_(upper): The Facility_(upper) is located in Lincoln County, W Wyoming. The location is more particularly described as follows:
The project is located on Swift Creek, in Lincoln County, Wyoming, partially within the Bridger-Teton National Forest at approximately 42°43' N and 110°54' W.

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .83

EXHIBIT A – Culinary
DESCRIPTION OF SELLER'S FACILITY_(CULINARY)
[Seller to Complete]

Seller's Facility_(culinary) consists of one generator manufactured by Emerson Motor Technologies. More specifically, each generator at the Facility_(culinary) is described as:

Type (synchronous or inductive): Inductive

Model: DI=68093

Number of Phases: 3

Rated Output (kW): 225 **Rated Output (kVA):**

Rated Voltage (line to line):

Rated Current (A): Stator: 480 A; Rotor: _____ A

Maximum kW Output ("Maximum Facility Delivery Rate_(culinary)"): 261 kW

Maximum kVA Output: _____ kVA

Minimum kW Output: 225 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]: N/A

Facility Capacity Rating_(culinary): 225 kW at 60 Hz _____ A

Identify the Maximum Facility Delivery Rate_(culinary) and describe any differences between that output and the Facility Capacity Rating_(culinary):

Station service requirements, and other loads served by the Facility_(culinary), if any, are described as follows: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service. Station Service loads are estimated to be 14,500 KWH per year

Location of the Facility_(culinary): The Facility_(culinary) is located in Lincoln County, Wyoming. The location is more particularly described as follows: 42° 43' 53" N and 110° 51' 43" W

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .72

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. Describe the point(s) of metering, including the type of meter(s), and the owner of the meter(s) at Facility_(lower), Facility_(upper), and Facility_(culinary).

The Lower Swift Creek Facility and the Upper Swift Creek Facility are metered separately. The point of metering at each Facility is in the secondary compartment of the 277/480 step up transformers. The Lower Swift Creek Facility is a 750 kva transformer, The Upper Swift Creek Facility is a 1500 kva transformer. The metering is done by 500-5 CT's and a Gemstar JEM10 meter. The meters are owned by Bonneville Power Administration. The Culinary is metered in a 300 kva transformer with 200-5 CT's along with a Gemstar JEM10 meter; station service is metered with a Landis & Gyr FM2S meter both meters are owned by Bonneville Power Administration.

2. Provide single line diagrams of Facility_(lower), Facility_(upper), and Facility_(culinary) including station use meter, Facility output meter(s), Interconnection Facilities, Points of Interconnection.

One-line diagrams of Facility_(lower), Facility_(upper), and Facility_(culinary) are attached. For Facility_(lower) and Facility_(upper) the Point of Interconnection is the 12.47 kV side of the step-up transformer. For Facility_(culinary), the Point of Interconnection is the _high side of the 300 KVA step-up-transformer.

3. Specify the Point of Delivery, and any transmission facilities on Seller's side of the Point of Delivery used to deliver Net Output.

The power will be delivered from the Lower Valley Energy distribution system to BPA. BPA will deliver the power to PacifiCorp at the Goshen Substation. See attached one-line diagram

LEGEND

BONNEVILLE POWER ADMIN
 LOWER VALLEY ENERGY
 PACIFIC POWER
 PACIFIC CORP - EAST

(ALL TRANSFORMERS RATED IN MVA)
 REMOTE METERING SYSTEMS APPLIED
 AUTOMATICALLY BY THE BRIDGE MASTER
 ON THE MAIN SYSTEM

ARROWS ADJACENT TO METERS
 INDICATE DIRECTION OF ENERGY
 FLOW OUT OF THE

--- SUBSTATION BOUNDARY

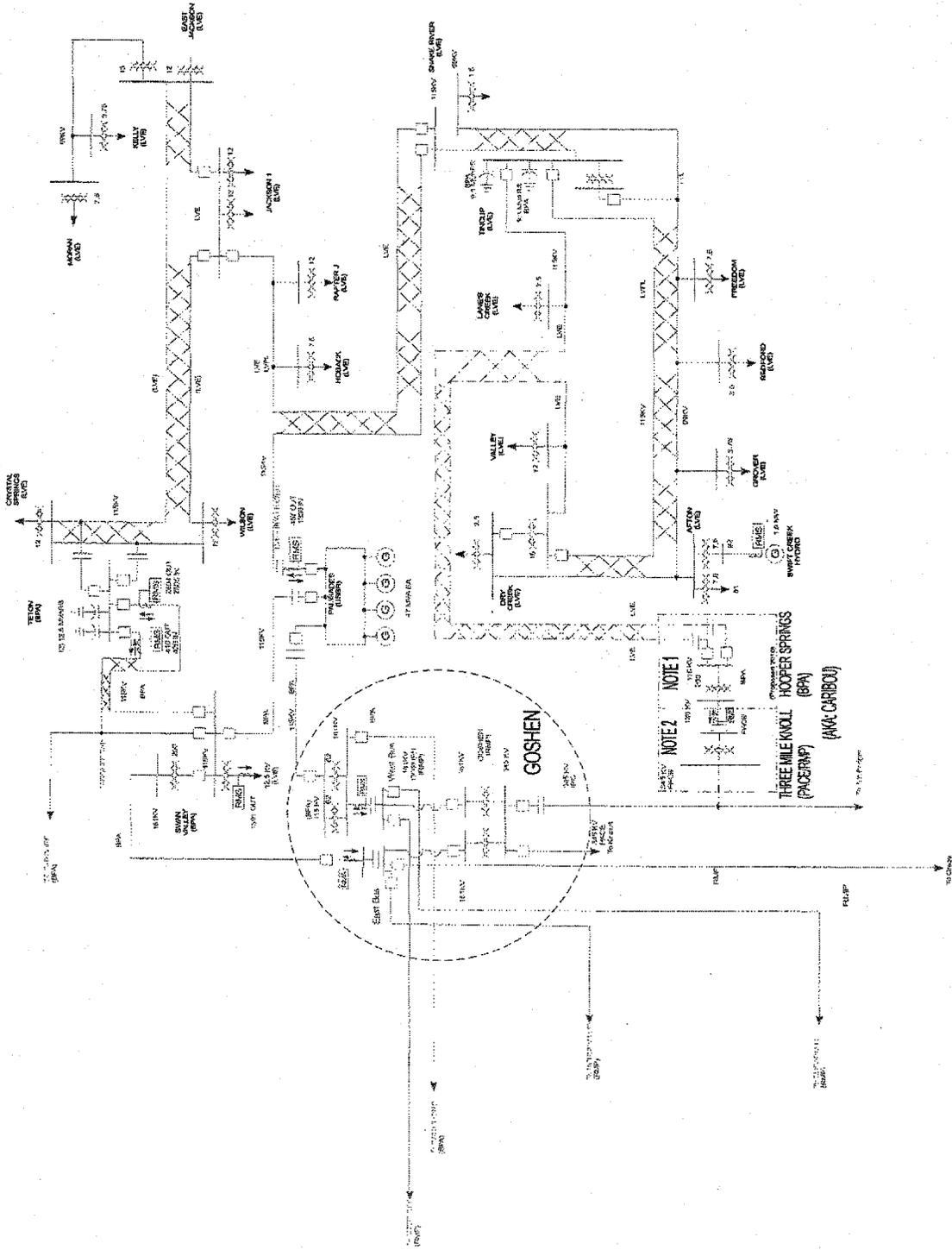
--- CHANGE OF OWNERSHIP

--- FUTURE

--- EXISTING

NOTES:

1. BPA TO CONSTRUCT A 138 - 115 KV SUBSTATION LINE TO CONNECT TWO 115 KV LINES INTO THEIR SOUTHERN SYSTEM. ENERGIZATION OF 12/2010 EXPECTED.
2. RMP TO TAP THE JIM BRIDGER 345 KV LINE AND CONSTRUCT A 345 - 138 KV SUBSTATION.



ROCKY MOUNTAIN POWER IS THE
 HOST BALANCING AUTHORITY

REVISED: 3/26/2009 SHEET 1 OF 1
 BONNEVILLE POWER ADMINISTRATION
 Customer Service Engineering
 Meter Diagram

LOWER VALLEY ENERGY
 Customer #10244

CUSTOMER SERVICE ENGINEER:
 DUSTY GLANS - TPC/IDAHO FALLS

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certifications:

Facility_(lower): QF 10-157-000

Facility_(upper): QF 08-641-000

Facility_(culinary): QF 11-61-000

FERC Hydro Licenses:

Facility_(lower): P-1651

Facility_(upper): P-1651

Facility_(culinary): P-13301-022

Generation Interconnection Agreement: Not applicable

Fuel Supply Agreement, if applicable N/A

BPA point-to-point transmission service agreement:

For May 2011 to April 2012: Dated May 10, 2010, Ref # 73970298

For May 2012 to April 2015: Dated May 4, 2011, Ref # 75429714

The following Documents are required to complete this project:

Easements:

Permits:

EXHIBIT D

ENERGY DELIVERY SCHEDULE

Upper Swift Creek Hydro ("Facility _{upper} ") 0.940MW Nameplate Capacity				Lower Swift Creek Hydro ("Facility _{lower} ") 0.535 MW Nameplate Capacity			Facility _{Upper and Lower}	
	Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)	Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)	SMED _{(upper and lower): Scheduled Monthly Energy Delivery (kWh)}	Avg. Delivery Rate (MW)
January	154,720	0.21	22%	103,674	0.14	26%	258,394	0.35
February	126,782	0.19	20%	65,772	0.10	18%	192,554	0.29
March	127,107	0.17	18%	70,249	0.09	18%	197,356	0.27
April	188,542	0.26	28%	87,236	0.12	23%	275,778	0.38
May	259,394	0.34	37%	102,403	0.13	23%	361,797	0.486
June	558,866	0.77	83%	301,939	0.42	70%	860,805	1.19
July	614,905	0.82	88%	301,022	0.40	68%	915,927	1.23
August	454,030	0.61	64%	162,980	0.22	37%	617,010	0.829
September	274,580	0.38	45%	113,480	0.15	25%	388,060	0.539
October	280,880	0.38	40%	95,020	0.13	22%	375,900	0.505
November	217,480	0.31	32%	125,785	0.17	29%	343,265	0.59
December	188,460	0.25	27%	113,611	0.15	26%	302,071	0.45
TOTAL:	3,445,746			1,643,171			5,088,917	

Culinary Hydro ("Facility _{culinary} ") 0.225 MW Nameplate Capacity			
	SMED _{(culinary): Scheduled Monthly Energy Delivery (kWh)}	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)
January	59,700	0.08	36%
February	23,000	0.03	15%
March	40,000	0.05	24%
April	94,400	0.13	58%
May	119,500	0.16	71%
June	132,200	0.18	82%
July	167,200	0.22	100%
August	160,100	0.22	96%
September	112,100	0.16	69%
October	82,900	0.11	50%
November	91,300	0.13	56%
December	76,100	0.10	45%
TOTAL:	1,158,000		

Scheduled Maintenance – Seller will provide a suggested maintenance schedule annually.

EXHIBIT E
START-UP TESTING

Required factory testing includes such checks and tests necessary to determine that the equipment systems and subsystems have been properly manufactured and installed, function properly, and are in a condition to permit safe and efficient start-up of the Facility, which may include but are not limited to:

1. Test of mechanical and electrical equipment;
2. Calibration of all monitoring instruments;
3. Operating tests of all valves, operators, motor starters and motor;
4. Alarms, signals, and fail-safe or system shutdown control tests;
5. Point-to-point continuity tests;
6. Bench tests of protective devices; and
7. Tests required by manufacturer of equipment

Required start-up tests are those checks and tests necessary to determine that all features and equipment, systems, and subsystems have been properly installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PacifiCorp's electrical system, which may include but are not limited to:

1. Turbine/generator mechanical runs and functionality;
2. System operation tests;
3. Brake tests;
4. Energization of transformers;
5. Synchronizing tests (manual and auto);
6. Excitation and voltage regulation operation tests;
7. Auto stop/start sequence;
8. Completion of any state and federal environmental testing requirements.
9. Tests required by manufacturer of equipment;

For wind projects only, the following Wind Turbine Generator Installation Check Lists are required documents to be signed off by Manufacturer or Subcontract Category Commissioning Personnel as part of the Commissioning and startup testing:

Turbine Installation
Foundation Inspection
Controller Assembly
Power Cables

Cable Installation Check Lists including:

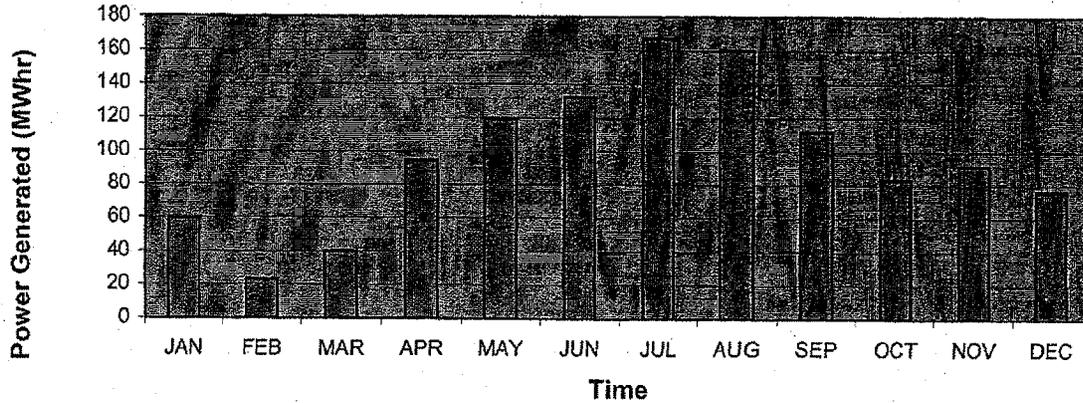
Controller
Top Deck / Yaw Deck
Tower Top Section / Saddle
Mid Section Cables or buss bars
Base Section

Tower Base Section
Tower Lights and Outlets
Tower Mid Section
Tower Top Section
Nacelle
Rotor

EXHIBIT F-1
MOTIVE FORCE PLAN

Project No: 01-09-0128
 Project: AFTON CULINARY HYDRO PROJECT
 Client: TOWN OF AFTON
 Date: 10/26/13

Anticipated Power Generation at Afton Culinary Hydropower Plant

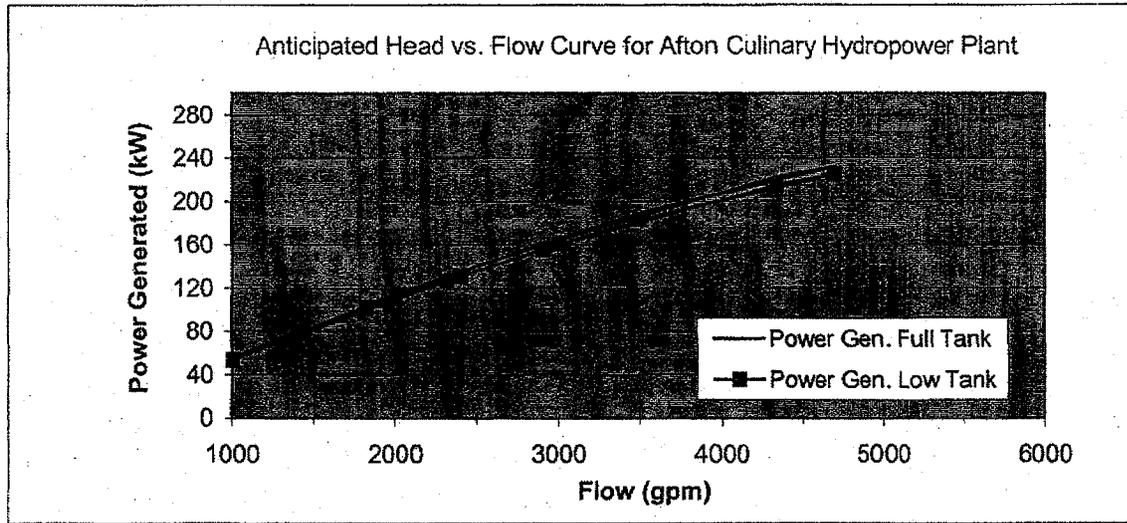


Month	Hydraulic Conditions			Power Generation		
	Qspring(1) (cfs)	Qplant(2) (gpm)	Head(3) (ft)	Eff. (4) %	Gen. Power(5) (kW)	Ann. Power (6) (MWhrs)
JAN	3.2	1441	405	72.9%	80	59.7
FEB	1.5	687	411	64.3%	34	23.0
MAR	2.2	1000	409	69.7%	54	40.0
APR	5.4	2405	393	73.6%	131	94.4
MAY	6.7	3006	382	74.1%	161	119.5
JUN	7.8	3500	373	74.6%	184	132.2
JUL	10.5	4700	344	73.6%	225	167.2
AUG	9.7	4341	354	74.3%	215	160.1
SEP	6.5	2908	384	73.9%	156	112.1
OCT	4.5	2004	398	74.1%	111	82.9
NOV	5.2	2319	394	73.7%	127	91.3
DEC	4.1	1829	400	74.1%	102	76.1
TOTAL (Max Generation 225 kW)						1158

Notes

1. Qspring = estimated spring flow produced (average recorded flows from flow records)
2. Qplant = Qspring*449gpm/cfs if <Qdesign (4700 gpm or 10.5 cfs). If Qspring > 10.5 cfs, Qplant = Qdesign = 4700 gpm
3. Head = Available head at hydropower plant
4. Efficiency = Combined turbine/generator efficiency from supplier*90%
5. Generated Power (kW) = Q(cfs)*Head(ft)*Efficiency/11.81 to Max. Power of 225 kW; Represents power at generator.
6. Annual Power (MWhr) = Gen. Power (kW)*days in month*(24 hr/day)/1,000

PROPOSED SYSTEM ENERGY GENERATION CALCULATION



Flow Rate(1)		Pressure (2,3)				(4)	Power Generated (5,6)	
Qplant		Phi	Plo	Phi	Plo	Eff.	Pwr hi	Pwr lo
(gpm)	(cfs)	(psi)	(psi)	(ft)	(ft)	%	(kW)	(kW)
1441	3.2	180	175	417	405	72.9%	83	80
687	1.5	183	178	423	411	64.3%	35	34
1000	2.2	182	177	421	409	69.7%	55	54
2405	5.4	175	170	405	393	73.6%	135	131
3006	6.7	171	166	394	382	74.1%	166	161
3500	7.8	167	161	385	373	74.6%	190	184
4700	10.5	154	149	356	344	73.6%	233	225
4341	9.7	158	153	366	354	74.3%	222	215
2908	6.5	172	166	396	384	73.9%	161	156
2004	4.5	178	172	410	398	74.1%	115	111
2319	5.2	176	170	406	394	73.7%	131	127
1829	4.1	179	173	412	400	74.1%	105	102

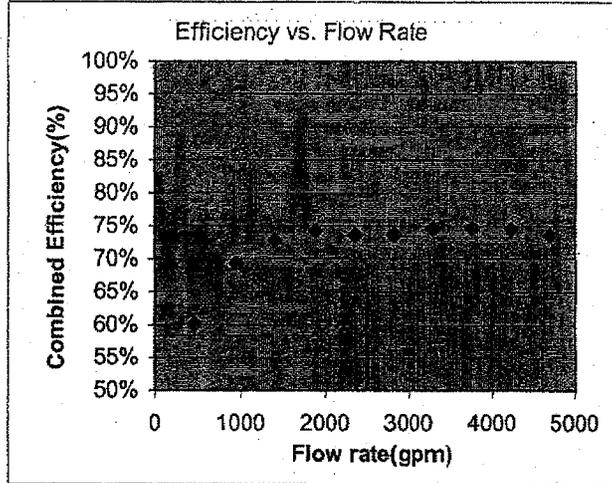
Notes

1. Qplant = Flow rate at the Hydroelectric plant
2. Phi = Pressure at plant when upper storage tank is full
3. Plo = Pressure at plant when upper storage tank is drawn down 12 feet
4. Eff. = Combined turbine/generator efficiency from supplier*90%. Interpolated values.
5. Power hi = Power generated when upper storage tank is full
6. Power lo = Power generated when upper storage tank is drawn down 12 feet.

BACKUP DATA AND CHECK CALCULATIONS

Modified Supplier Efficiency Data

Q(gpm)	Eff.	D%/gpm
10%	470	60.0%
20%	940	69.3%
30%	1410	72.8%
40%	1880	74.3%
50%	2350	73.6%
60%	2820	73.7%
70%	3290	74.6%
80%	3760	74.6%
90%	4230	74.5%
100%	4700	73.6%



Design flow 4700
 Efficiency Adjustment 90%

Eff. = Supplier Efficiency * Efficiency Adjustment

Calc'd power gen. based on data from other studies to validate this study:

Modified (1) Power Generation Estimate from:

Afton Water Supply Project - Level II, Nov. 1999, BRS, Inc.

Time period of Conditions			Spring Flow Cycle			(1)		(2)	
			Flow Time	Avg Flow to Tank		Head	Efficiency	Pwr Gen.	
Start/End Date	days	(min/hr)	mgd	gpm	Hd(ft)	%	kW	MWhrs	
1-Jun	31-Aug	91	60	14.2	9855	344	73.6%	225	491
1-Sep	Nov-10	90	28	7.2	4997	344	73.6%	225	486
1-Dec	31-May	184	8	1.8	1249	406	71.6%	69	303
TOTAL		365						1280	

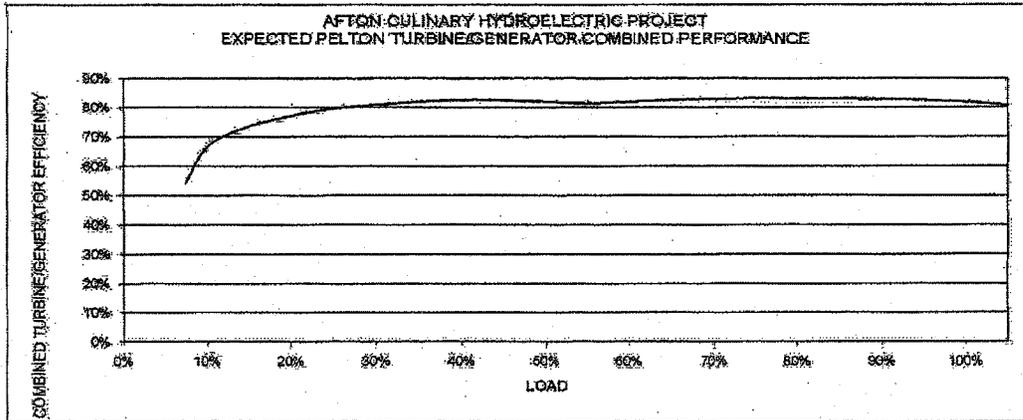
Modified (1) Power Generation Estimate from:

Afton Municipal Water Supply - Level II Study, Nov. 1990, Forsgren Associates, Inc.

Time period of Conditions			Flow to Plant		Net Head		(1)		(2)	
			Q(gpm)	Q(cfs)	Hd(ft)	Hd(psi)	Efficiency	Pwr Gen.		
Start/End Date	days	Q(gpm)	Q(cfs)	Hd(ft)	Hd(psi)	%	kW	MWhrs		
1-Apr	30-Nov	244	3500	7.8	427	184.84848	74.6%	210	1232	
1-Dec	31-Dec	31	3000	6.7	443	191.77489	74.1%	186	138	
1-Jan	31-Jan	31	1500	3.3	472	204.329	73.1%	98	73	
1-Feb	31-Mar	59	1200	2.7	481	208.22511	71.2%	78	110	
TOTAL		365						1553		

Notes:

1. Power generation efficiency in previous study replaced with anticipated equipment efficiency. Efficiencies interpolated from Modified Supplier Efficiency Data
2. Assumed maximum generation of 225 kW if flow exceeds 4700 gpm.
3. Power generation estimates based on data from both studies corroborates estimated values



LOAD	EFFICIENCY
10%	55.0%
20%	77.0%
30%	80.3%
40%	82.5%
50%	83.2%
60%	83.2%
70%	82.9%
80%	82.8%
90%	82.8%
100%	81.8%

1/6/2010

Exhibit F-1

nighttime hours, for the period May 1 through September 30; and

4 cfs average (24 hours) minimum flow with a maximum fluctuation of 1 cfs (never to fall below 4 cfs) from October 1 through April 30, during all hours."

Power Development

The characteristics of the variations in flows as illustrated in figures 3-1 to 3-6 were reviewed in order to determine the appropriate power development at the

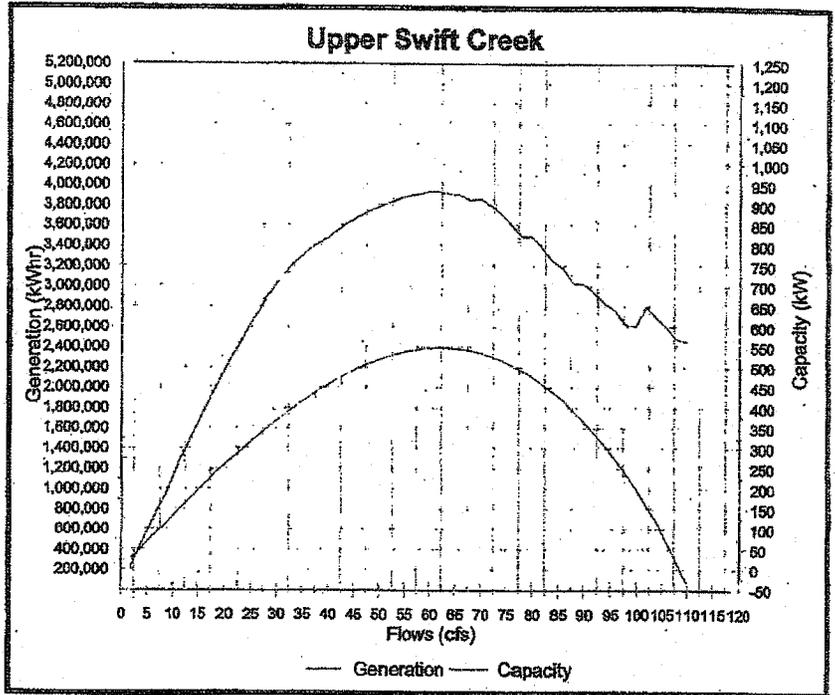


Figure 3-5 Upper Swift Creek turbine sizing chart for a 36" penstock

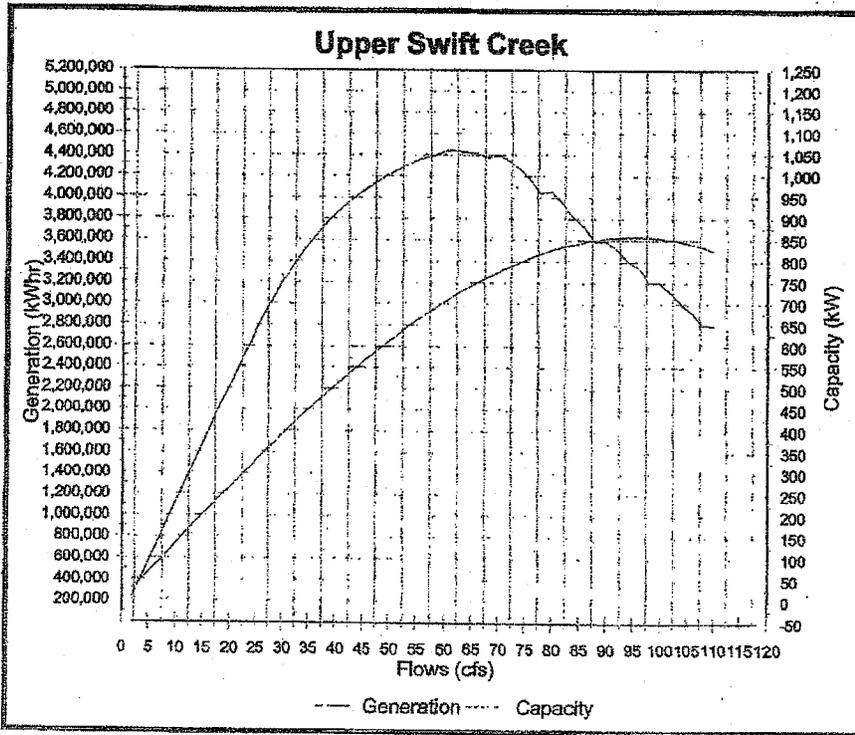


Figure 3-6 Upper Swift Creek turbine sizing chart for a 42" penstock

site. It was assumed that the past records for the selected period provided the best measure of future flows. It is anticipated that a horizontal Francis type turbine will be used for the project. A Francis turbine has a runner with fixed vanes, which the water enters the turbine in a radial direction, with respect to the shaft and discharges in an axial direction. Major components consist of the runner, a water supply case to convey the water

to the runner, wicket gates to control the quantity of water and distribute it equally to the runner and a draft tube to convey the water away from the turbine. Utilizing the estimated efficiencies, head losses, turbine configurations, and 5% general losses; the estimated average annual production for this site was between 3.9 and 4.5 million kilowatts/year pending on the size of the penstock.

3.2 Culinary Project Hydrology

Flows

Flow data used was provided in Sunrise Engineering's update to Feasibility Study dated August 7, 2001, Exhibit A. Flow data consists of monthly annual averages. The estimated flow duration curve, figure 3-7, was extrapolated from the monthly annual averages which appear as blue in figure 3-7.

Power Development

Data from figure 3-7 was used to preliminarily size turbines and estimate annual average generation for this site. Utilizing the estimated efficiencies, head losses, turbine configurations, and 5% general losses; the estimated average annual production for this site was 1.27 million kilowatt hours per year.

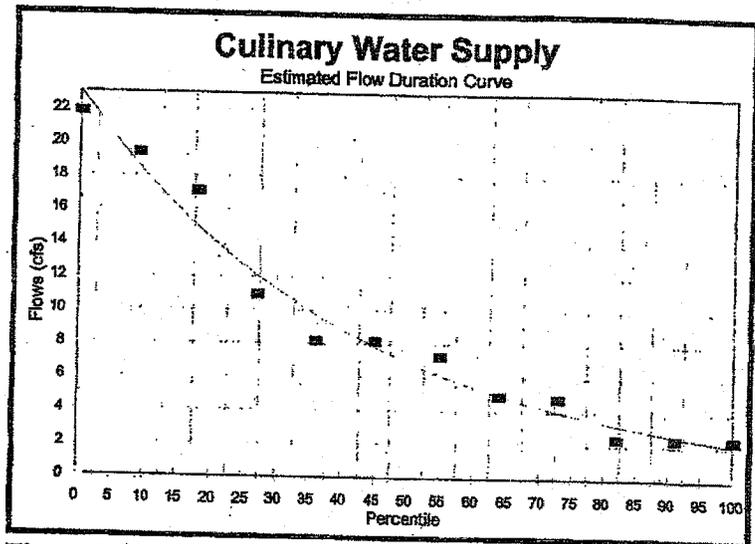


Figure 3-7 The estimated flow duration curve for Afton Culinary Water Supply

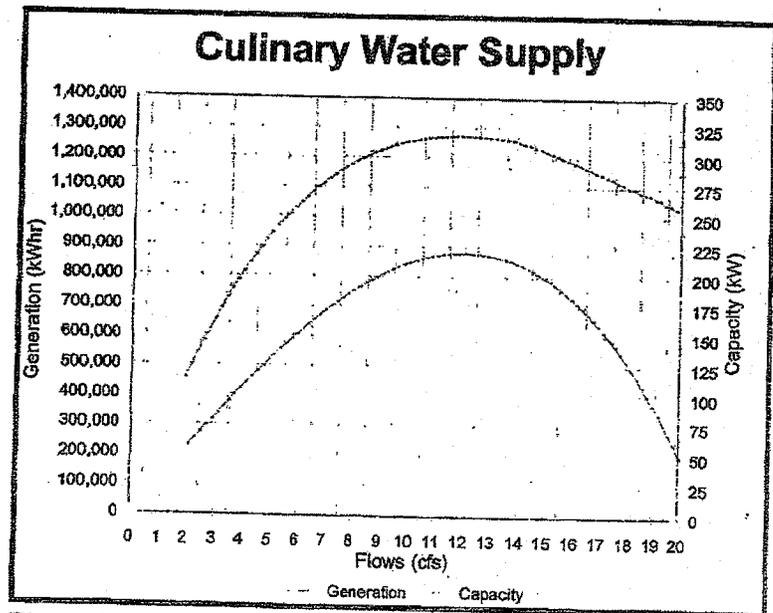


Figure 3-8 Culinary Water Supply turbine sizing chart



Marelli Motori S.p.A.

PART OF THE FKI GROUP OF COMPANIES

Via Sabbionara, 1
36071 Arzignano
Vicenza
Italy

DATI TECNICI - TECHNICAL DATA

Cliente Customer	FKI LOGISTEX AUTOMATION INC.	Nostro riferimento Our Reference	810565-05
----------------------------	---	--	------------------

GENERATORE TIPO - GENERATOR TYPE		C4G 500 LC10
CODICE GENERATORE - GENERATOR CODE		-
POTENZA NOMINALE - RATED POWER	kW	940
SERVIZIO - DUTY		S1
TENSIONE - RATED VOLTAGE	V	480 Δ
FREQUENZA - RATED FREQUENCY	Hz	60
CORRENTE NOMINALE - RATED CURRENT	A	1085
VELOCITA' NOMINALE - RATED SPEED	r.p.m	723
FORMA - SHAPE	IM	V10
ESECUZIONE - EXECUTION		DP
GRADO di PROTEZIONE - PROTECTION DEGREE	IP	23
TIPO di RAFFREDDAMENTO - COOLING METHOD	IC	01
MOMENTO D'INERZIA [J=PD ² /4] - MOMENT OF INERTIA [J=WD ² /4]	kgm ²	130
TEMPERATURA AMBIENTE - AMBIENT TEMPERATURE	°C	40
ALTEZZA DI INSTALLAZIONE - SITE ALTITUDE	m	< 2000
REGISTRO - CLASSIFICATION		-
CLASSE di ISOLAMENTO - INSULATION CLASS		F
SOVRATEMPERATURA - TEMPERATURE RISE		B
NORME APPLICABILI - APPLICABLE STANDARDS	IEC	IEC 34.1 - 2

		CARICO - LOAD		
		4/4	3/4	2/4
RENDIMENTO - EFFICIENCY [η]	%	96,2	95,7	94,5
FATTORE DI POTENZA - POWER FACTOR [cosφ]		0,83	0,78	0,69
COPPIA - TORQUE	NOMINALE - FULL LOAD	Nm	12414	
	SPUNTO - LOCKED ROTOR	p.u.	0,8	
	MASSIMA - PULL-OUT	p.u.	2,5	
CORRENTE di C.C. - LOCKED ROTOR CURRENT	p.u.	5,6		
POTENZA REATTIVA A VUOTO - REACTIVE POWER AT NO LOAD	kVAR	370		
RIFASAMENTO A COSφ = 1 - POWER FACTOR CORRECTION	kVAR	660		
PROTEZIONI TERMICHE - AVVOLGIMENTI - WINDINGS		3+3 PT100		
THERMAL PROTECTIONS - CUSCINETTI - BEARINGS		1+1 PT100		
SCALDIGLIE ANTICONDENSA - SPACE HEATERS	V / W	230 / 600		

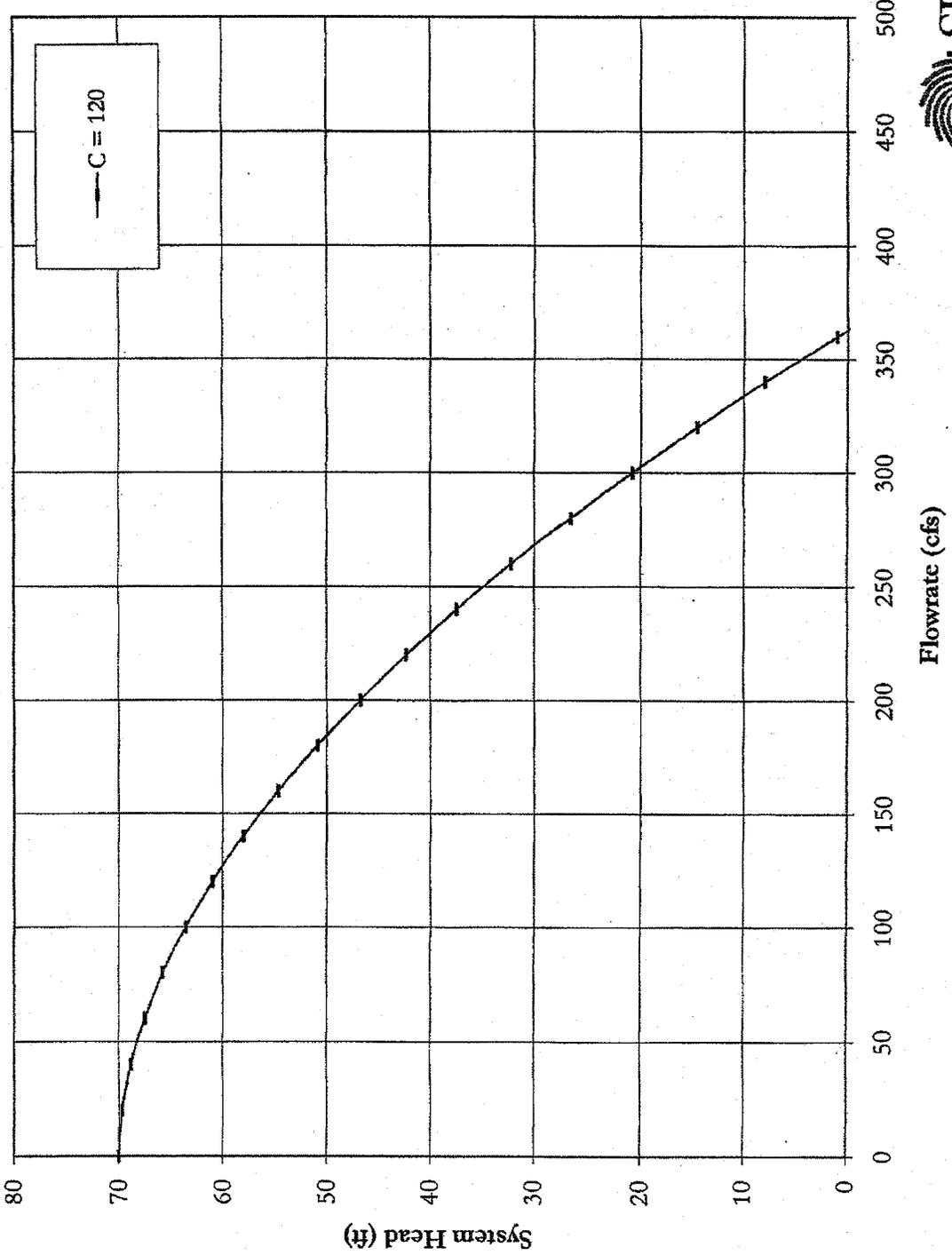
DATI MECCANICI - MECHANICAL DATA

TIPO CUSCINETTI - BEARING TYPE	L.A. - D-end L.O. - N-end		BALL BEARINGS ANGULAR CONTACT BALL BEARINGS
LUBRIFICAZIONE - LUBRICATION	TIPO - TYPE INTERV. - INTERVAL	h / g	GREASE TBA
CARICHI ASSIALI - AXIAL THRUST		kN	+37
CARICHI RADIALI - RADIAL THRUST		kN	6
DIREZIONE di ROTAZIONE - DIRECTION of ROTATION			TBA
RUMOROSITA' A VUOTO - NO LOAD NOISE		dB(A)	85 (*)
PESO - WEIGHT		kg	5900
INTENSITA' di VIBRAZIONE - VIBRATION LEVEL		IEC 34.14	N
DISEGNO DI INGOMBRO - MAIN DRAWING			D_810565 (preliminary)
SCHEMA COLL. PRINCIPALI - MAIN CONNECTION DIAGRAM			TBA
SCHEMA COLL. AUSILIARI - AUXILIARY CONNECTION DIAGRAM			TBA
VERNICIATURA - PAINTING		RAL	5010

(*) Tolleranza - Tolerance 3dB(A)

SWIFT CREEK HYDRO - System Curve

Lower Penstock 49.5 in dia.





Canyon Lower Site 11-20-08

Turbine and Penstock Characteristics

Turbine Type	Francis
Turbine Flow Rating	124 cfs
Turbine Low Flow Capacity	20 %
Turbine Efficiency	0.88 %
Turbine Elevation	6323 Ft.
Max Power Generation	529 Kw

Penstock Diameter	49.5 Inches
Penstock Intake Water Elevation	6393 Ft.
Area of Trash Rack Intake	.60 Square Feet
Penstock Length	1,850 Feet
Diameter After Contraction	36 Inches
Max. Penstock Velocity	9.28 Ft./Sec.
Darcy-Weisbach Friction (Moody)	0.011
Total Head Available	70 Ft.
Max. Surge Pressure	584 psi
Max. Head Loss	11 Ft.

Penstock Fittings/Minor Losses

Type	Number of Fittings	Kw/fitting	Total
Inlet Trash Rack	1	0.45	0.45
Entrance Loss	0	0.9	0
90Bend	2	0.7	1.4
45Bend	2	0.42	0.84
22bend	0	0.21	0
11bend	1	0.1	0.1
Contraction	0	0.1	0
Bifurcation	0	0.1	0
Expansion	1	0.1	0.1
air release	2	0.1	0.2
gate valves			

Rb/D = 1.5

Not yet included in headloss calculation

Days With Generation 10113
Days Without Generation 223
% Down Time 2.2%

Available Streamflow	5 cfs
Night time instream flow =	5 cfs
Daytime instream flow =	20 cfs
May 1 to Sept. 30th =	5 cfs
Oct. 1 to April 30 =	5 cfs

Average Annual Power Production 2,202,178 Kwh
Max Annual Power Generation 2,652,200 Kwh
Min Annual Power Generation 1,609,113 Kwh

Date	Hour	Daylight	Minutes	Stream Flow (CFS)	Available Flow		Penstock Flow		Head Loss		Turbine Eff. %		Net Head		Instantaneous Power Kw		Total Kwh	
					Daytime	Night time	Daytime	Night time	Daytime	Night time	Daytime	Night time	Daytime	Night time	Daytime	Night time		
10/17/1942	11		44	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2152	2250	4,402
10/22/1942	11		41	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2143	2259	4,402
10/3/1942	11		38	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2134	2268	4,402
10/4/1942	11		35	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2125	2278	4,402
10/5/1942	11		33	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2119	2284	4,402
10/6/1942	11		30	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2109	2293	4,402
10/7/1942	11		27	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2100	2302	4,402
10/8/1942	11		24	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2091	2311	4,402
10/9/1942	11		21	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2082	2320	4,402
10/10/1942	11		18	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2073	2330	4,402
10/11/1942	11		15	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2064	2339	4,402
10/12/1942	11		13	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2057	2345	4,402
10/13/1942	11		10	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2048	2354	4,402
10/14/1942	11		7	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2039	2363	4,402
10/15/1942	11		4	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2030	2372	4,402
10/16/1942	11		1	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2021	2382	4,402
10/17/1942	10		59	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2015	2388	4,402
10/18/1942	10		56	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	2005	2397	4,402
10/19/1942	10		53	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1996	2406	4,402
10/20/1942	10		50	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1987	2415	4,402
10/21/1942	10		48	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1981	2421	4,402
10/22/1942	10		45	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1972	2430	4,402
10/23/1942	10		42	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1963	2440	4,402
10/24/1942	10		39	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1954	2449	4,402
10/25/1942	10		37	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1947	2455	4,402
10/26/1942	10		34	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1938	2464	4,402
10/27/1942	10		31	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1929	2473	4,402
10/28/1942	10		29	45	40	40	40	40	1	1	79%	69	69	183.4	183.4	1925	2479	4,402



Canyon Lower Site 11-20-08

Turbine and Penstock Characteristics

Francis
 124 cfs
 20 %
 0.88 %
 6523 Ft.
 570 Kw
 55.6 inches
 6393 Ft.
 60 Square Feet
 1,850 Feet
 96 inches
 7.35 Ft./Sec.
 0.011
 70 Ft.
 462 psi
 7 Ft.

Penstock, Fittings/Minor Losses

Type	Number of Fittings	Km/Fitting	Total
Inake Trash Rack	1	0.45	0.45
Entrance Loss	0	0.9	0
90Bend	2	0.7	1.4
45Bend	2	0.42	0.84
11Bend	0	0.21	0
Contraction	1	0.1	0.1
Bifurcation	0	1	0
Expansion	0	0.1	0
air release	1	0.1	0.1
gate valves	2	0.1	0.2

Days With Generation 10113
 Days Without Generation 223
 % Down Time 2.2%

Not yet included in headloss calculation

Available Streamflow	
Night time stream flow =	5 cfs
Daytime stream flow =	28 cfs
Oct. 1 to Sept. 30th =	5 cfs
May 1 to April 30 =	5 cfs

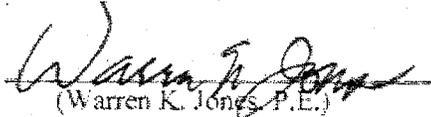
Average Annual Power Production 2,285,624 Kwh
 Max Annual Power Generation 2,760,522 Kwh
 Average Annual Power Production 1,656,573 Kwh

Date	Hours	Daylight	Minutes	Stream Flow (CFS)	Available Flow		Penstock Flow		Head Loss		Net Head		Turbine Eff		Kwh	Annual
					Daytime	Night time	Daytime	Night time	Daytime	Night time	Daytime	Night time	Daytime	Night time		
10/1/1942	11		44	45	40	40	40	40	1	69	79%	184.7	2,158	2,275	4,433	
10/2/1942	11		41	45	40	40	40	40	1	69	79%	184.7	2,149	2,284	4,433	
10/3/1942	11		38	45	40	40	40	40	1	69	79%	184.7	2,140	2,293	4,433	
10/4/1942	11		35	45	40	40	40	40	1	69	79%	184.7	2,133	2,300	4,433	
10/5/1942	11		33	45	40	40	40	40	1	69	79%	184.7	2,124	2,309	4,433	
10/6/1942	11		30	45	40	40	40	40	1	69	79%	184.7	2,115	2,318	4,433	
10/7/1942	11		27	45	40	40	40	40	1	69	79%	184.7	2,106	2,327	4,433	
10/8/1942	11		24	45	40	40	40	40	1	69	79%	184.7	2,096	2,337	4,433	
10/9/1942	11		21	45	40	40	40	40	1	69	79%	184.7	2,087	2,346	4,433	
10/10/1942	11		18	45	40	40	40	40	1	69	79%	184.7	2,078	2,355	4,433	
10/11/1942	11		15	45	40	40	40	40	1	69	79%	184.7	2,072	2,361	4,433	
10/12/1942	11		13	45	40	40	40	40	1	69	79%	184.7	2,063	2,370	4,433	
10/13/1942	11		10	45	40	40	40	40	1	69	79%	184.7	2,053	2,380	4,433	
10/14/1942	11		7	45	40	40	40	40	1	69	79%	184.7	2,044	2,389	4,433	
10/15/1942	11		4	45	40	40	40	40	1	69	79%	184.7	2,035	2,398	4,433	
10/16/1942	11		1	45	40	40	40	40	1	69	79%	184.7	2,029	2,404	4,433	
10/17/1942	10		59	45	40	40	40	40	1	69	79%	184.7	2,019	2,414	4,433	
10/18/1942	10		56	45	40	40	40	40	1	69	79%	184.7	2,010	2,423	4,433	
10/19/1942	10		53	45	40	40	40	40	1	69	79%	184.7	2,001	2,432	4,433	
10/20/1942	10		50	45	40	40	40	40	1	69	79%	184.7	1,995	2,438	4,433	
10/21/1942	10		48	45	40	40	40	40	1	69	79%	184.7	1,986	2,447	4,433	
10/22/1942	10		45	45	40	40	40	40	1	69	79%	184.7	1,976	2,457	4,433	
10/23/1942	10		42	45	40	40	40	40	1	69	79%	184.7	1,967	2,466	4,433	
10/24/1942	10		39	45	40	40	40	40	1	69	79%	184.7	1,961	2,472	4,433	
10/25/1942	10		37	45	40	40	40	40	1	69	79%	184.7	1,952	2,481	4,433	
10/26/1942	10		34	45	40	40	40	40	1	69	79%	184.7	1,943	2,490	4,433	
10/27/1942	10		31	45	40	40	40	40	1	69	79%	184.7	1,936	2,497	4,433	
10/28/1942	10		29	45	40	40	40	40	1	69	79%	184.7	1,926	2,497	4,433	

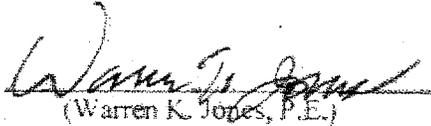
EXHIBIT F-2

ENGINEER'S CERTIFICATION

(1) THAT THE SWIFT CREEK CULINARY FACILITY AVERAGE NET ENERGY ESTIMATE IS 1,158,000 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT;

 [Engineer's certification]
(Warren K. Jones, P.E.)

(2) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

 [Engineer's certification]
(Warren K. Jones, P.E.)

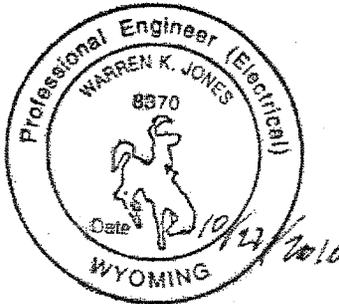
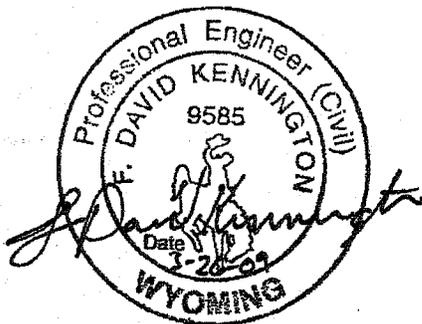


EXHIBIT F-2

ENGINEER'S CERTIFICATION

(1) THAT THE FACILITY AVERAGE NET ENERGY ESTIMATE IS 4,530,237
KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT;

Wyoming Civil 9585 [Engineer's certification]



(2) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL
GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

Wyoming Civil 9585 [Engineer's certification]

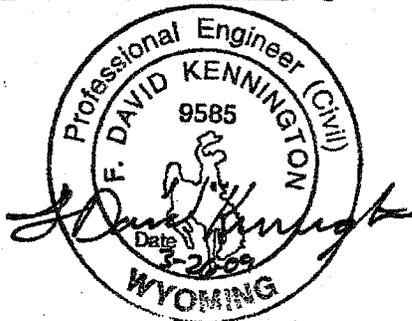
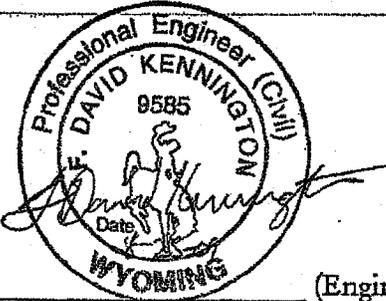


EXHIBIT F-2

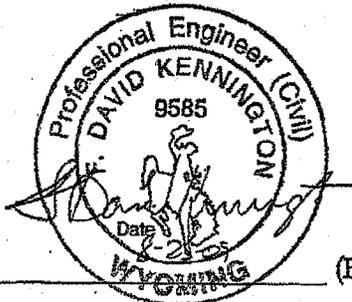
ENGINEER'S CERTIFICATION *Swift Creek Lower DK.*

(1) THAT THE FACILITY AVERAGE NET ENERGY ESTIMATE IS 2,157,000 KWH PER YEAR IN EACH FULL CALENDAR YEAR OF THIS AGREEMENT;



(Engineer's certification)

(2) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.



(Engineer's certification)

EXHIBIT G¹**SAMPLE ENERGY PURCHASE PRICE CALCULATIONS**

The following are samples of calculations of energy purchase prices using the formula and tables in Section 5.1.

The calculation for the purchase price during an On-Peak Hour in May of 2009 is \$76.73/MWh (the 2009 annual rate for Conforming Energy) multiplied by 92% (0.92) (the May On-Peak Hour multiplier), which equals \$70.59/MWh.

Table 3: Sample Calculations for Conforming Energy in 2009 [Purchase Price = annual rate * monthly On-Peak/Off-Peak multiplier].

Month	Conforming Energy Annual Rate for 2009 (per MWh)	On-Peak Hour Multiplier	Calculated Purchase Price for 2009 On-Peak Conforming Energy (per MWh)	Off-Peak Hour Multiplier	Calculated Purchase Price for 2009 Off-Peak Conforming Energy (per MWh)
January	\$76.73	103%	\$79.03	94%	\$72.13
February	\$76.73	105%	\$80.57	97%	\$74.43
March	\$76.73	95%	\$72.89	80%	\$61.38
April	\$76.73	95%	\$72.89	76%	\$58.31
May	\$76.73	92%	\$70.59	63%	\$48.34
June	\$76.73	94%	\$72.13	65%	\$49.87
July	\$76.73	121%	\$92.84	92%	\$70.59
August	\$76.73	121%	\$92.84	106%	\$81.33
September	\$76.73	109%	\$83.64	99%	\$75.96
October	\$76.73	115%	\$88.24	105%	\$80.57
November	\$76.73	110%	\$84.40	96%	\$73.66
December	\$76.73	129%	\$98.98	120%	\$92.08

¹ This example does not include rates for the Culinary Facility, which will be calculated using the Conforming Energy rate for the Culinary Facility using the methodology above.

EXHIBIT H

Seller Authorization to Release Generation Data to PacifiCorp

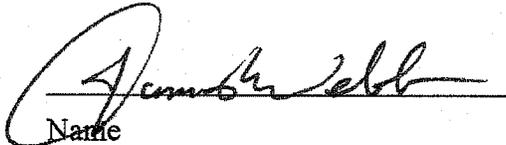
[Interconnection Customer Letterhead]

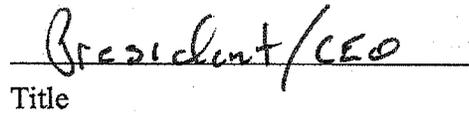
[Address to Interconnected Utility]

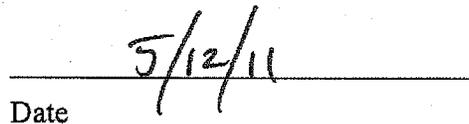
RE: Upper Swift Creek, Lower Swift Creek, and Culinary Hydroelectric Interconnections

Dear Sir:

Lower Valley Energy, Inc. hereby voluntarily authorizes Lower Valley Energy, Inc. to share Lower Valley Energy, Inc.'s generator interconnection information and generator meter data relating to Lower Valley Energy, Inc.'s Upper Swift Creek, Lower Swift Creek, and Culinary Qualifying Facility located in Lincoln County, Wyoming with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Lower Valley Energy, Inc. acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.


Name


Title


Date

ADDENDUM W

GENERATION SCHEDULING ADDENDUM

WHEREAS, Seller's Facility will not interconnect directly to PacifiCorp's System;

WHEREAS, Seller and PacifiCorp have not executed, and will not execute, a generation interconnection agreement in conjunction with the Power Purchase Agreement;

WHEREAS, Seller has elected to exercise its right under PURPA to deliver Net Output from its QF Facility to PacifiCorp via one (or more) Transmitting Entities.

WHEREAS, PacifiCorp desires that Seller schedule delivery of Net Output to the Point of Delivery on a firm, hourly basis;

WHEREAS, PacifiCorp does not intend to buy, and Seller does not intend to deliver, more or less than Net Output from the Facility (except as expressly provided, below);

THEREFORE, Seller and PacifiCorp do hereby agree to the following, which shall become part of their Power Purchase Agreement:

DEFINITIONS

The meaning of the terms defined in the Power Purchase Agreement ("this Agreement") and this Addendum W shall apply to this Addendum:

"Day" means midnight to midnight, prevailing local time at the Point of Delivery, or any other mutually agreeable 24-hour period.

"Energy Imbalance Accumulation," or **"EIA,"** means, for a given Settlement Period, the accumulated difference (beginning at zero (0) at the start of each Settlement Period) between Seller's Net Output and the energy actually delivered at the Point of Delivery. Each Settlement Period contains two independent EIAs, one for On-Peak Hours and one for Off-Peak Hours. A positive accumulated difference indicates Seller's delivery of Surplus Delivery.

"Firm Delivery" means uninterrupted transmission service that is reserved and/or scheduled between the Points of Interconnection and the Point of Delivery pursuant to Seller's Transmission Agreement(s).

"Settlement Period" means one month unless changed pursuant to Section 9 of this Addendum.

"Supplemented Output" means any increment of scheduled hourly energy or capacity delivered to the Point of Delivery in excess of the Facility's Net Output during that same hour.

"Surplus Delivery" means any energy delivered to the Point of Delivery by the Facility in excess of hourly Net Output that is not offset by the delivery of energy to the Point of Delivery in deficit of hourly Net Output during the Settlement Period. PacifiCorp shall accept Surplus Delivery, but shall not pay for it.

**SELLER'S OBLIGATIONS IN LIEU OF THOSE CONTAINED IN A
GENERATION INTERCONNECTION AGREEMENT.**

1. **Seller's Responsibility to Arrange for Delivery of Net Output to Point of Delivery.** Seller shall arrange for the Firm Delivery of Net Output to the Point of Delivery. Seller shall comply with the terms and conditions of the Transmission Agreement(s) between the Seller and the Transmitting Entity(s).

2. **Seller's Responsibility to Schedule Delivery.** Seller shall coordinate with the Transmitting Entity(s) to provide PacifiCorp with a schedule of the next Day's hourly scheduled Net Output deliveries to the Point of Delivery at least 24 (twenty-four) hours prior to the beginning of the day being scheduled, and otherwise in accordance with the WECC Prescheduling Calendar (which is updated annually and may be downloaded at: <http://www.wecc.biz/>).

3. **Seller's Responsibility to Maintain Interconnection Facilities.** PacifiCorp shall have no obligation to install or maintain any interconnection facilities on Seller's side of the Points of Interconnection. PacifiCorp shall not pay any costs arising from Seller interconnecting its Facility with the Transmitting Entity(s).

4. **Seller's Responsibility to Pay Transmission Costs.** Seller shall make all arrangements for, and pay all costs associated with, transmitting Net Output to PacifiCorp, scheduling energy into the PacifiCorp system and any other costs associated with delivering the Seller's Net Output to the Point of Delivery.

5. **Energy Reserve Requirements.** The Transmitting Entity(s) shall provide all generation reserves as required by the WECC and/or as required by any other governing agency or industry standard to deliver the Net Energy to the Point of Delivery, at no cost to PacifiCorp.

6. **Seller's Responsibility to Report Net Output.** On or before the tenth (10th) day following the end of each Billing Period, Seller shall send a report documenting hourly station service, Inadvertent Energy (energy delivered to the Point of Interconnection_(x) at an average hourly rate exceeding the Maximum Facility Delivery Rate_(x)), and Net Output from the Facility during the previous Billing Period, in columnar format substantially similar to the attached **Example 1**. If requested, Seller shall provide an electronic copy of the data used to calculate Net Output, in a standard format specified by PacifiCorp. For each day Seller is late delivering the certified report, PacifiCorp shall be entitled to postpone its payment deadline in Section 9 of this Agreement by one day. Seller hereby grants PacifiCorp the right to audit its certified reports of hourly Net Output. In the event of discovery of a billing error resulting in underpayment or overpayment, the Parties agree to limit recovery to a period of three years from the date of discovery.

7. **Seller's Supplemental Representations and Warranties.** In addition to the Seller's representations and warranties contained in Section 3 of this Agreement, Seller warrants that:

- (a) Seller's Supplemented Output, if any, results from Seller's purchase of some form of energy imbalance ancillary service;
- (b) The Transmitting Entity(s) requires Seller to procure the service, above, as a condition of providing transmission service;

(c) The Transmitting Entity(s) requires Seller to schedule deliveries of Net Output to the Point of Delivery in increments of no less than one (1) megawatt;

(d) Seller is not attempting to sell PacifiCorp energy or capacity in excess of its Net Output; and

(e) The energy imbalance service, above, is designed to correct a mismatch between energy scheduled by the QF and the actual real-time production by the QF.

(f) Seller shall not schedule delivery to the Point of Delivery at a rate exceeding the Maximum Facility Delivery Rate rounded up to the nearest whole megawatt.

8. **Seller's Right to Deliver Supplemented Output.** In reliance upon Seller's warranties in Section 7, above, PacifiCorp agrees to accept and pay for Supplemented Output by treating it as Net Output for those purposes; *provided, however, that* Seller agrees to achieve an EIA of zero (0) kilowatt-hours during On-Peak Hours and an EIA of zero (0) kilowatt-hours during Off-Peak Hours at the end of each Settlement Period.

(a) **Remedy for Seller's Positive Energy Imbalance Accumulations.** In the event Seller does not achieve zero (0) EIA at the end of a Settlement Period, any positive balance shall be Surplus Delivery and shall not be included in or treated as Net Output. PacifiCorp will include an accounting of Surplus Delivery in each monthly statement provided to Seller pursuant to Section 9.1 of this Agreement.

(b) **Negative Energy Imbalance Accumulations.** A negative EIA at the end of a Settlement Period (indicating that the Transmitting Entity has delivered less than Seller's Net Output) will not result in any corresponding compensation by PacifiCorp.

(c) **Allocation between Projects for Payment Purposes.** Net Output metered at the Point of Delivery (except Surplus Delivery) will be allocated to each individual Facility in proportion to its share of the total Net Output metered at the Points of Interconnection, independently for On-peak and Off-peak Hours. This proportional allocation is for purposes of determining the amount of Conforming and Non-Conforming Energy for each of Facility_(upper and lower) and Facility_(culinary) and for determining the applicable rate for Net Output. An example calculation of allocation of Energy Imbalance Accumulation among the Facilities is below the Examples.

9. **PacifiCorp's Option to Change Settlement Period.** In the event PacifiCorp reasonably determines that doing so likely will have a *de minimis* net effect upon the cost of Seller's Net Output to PacifiCorp, it may elect to enlarge the Settlement Period, up to a maximum of one Contract Year. Conversely, if PacifiCorp reasonably determines, based on the QF's performance during the current year, that reducing the Settlement Period likely will significantly lower the net cost of Seller's Net Output to PacifiCorp, it shall have the right to shorten Seller's EIA settlement period beginning the first day of the following Contract Year. However, in no case shall the Settlement Period be less than one month. If a Settlement Period does not coincide with a Billing Period, PacifiCorp shall deduct any amount paid for Surplus Delivery during that Settlement Period from the Billing Period terminating concurrently or soonest subsequently to the Settlement Period.

EXAMPLES

Seller's Output Reporting Requirement

Example of Seller's Output Reporting Requirement – Seller would complete (1) one reporting table for Facility_(culinary), (2) one reporting table for Facility_(lower), (3) one reporting table for Facility_(upper), and (4) one table with the summed Net Output of Facility_(lower) and Facility_(upper).

Day	Hour ending (HE)	A	B	C (A-B)	D	E (Max (0, C-D))	F (C-E)
		Meter Reading ^ψ at Point of Interconnection _(lower) (MWh)	Meter reading at Station Power Meter _(lower) * (MWh)	Adjusted Gross Output _(lower) (MWh)	Maximum Facility Delivery Rate _(lower) (MW)	Inadvertent Energy _(lower) (MWh)	Net Output _(lower) (MWh)
1	8:00	0.50	0.02	0.48	1.50	0	0.48
1	9:00	0.50	0.01	0.49	1.50	0	0.49
1	10:00	0.50	0.01	0.49	1.50	0	0.49
1	11:00	0.50	0.01	0.49	1.50	0	0.49
1	12:00	1.60	0.01	1.59	1.50	0.09	1.50
1	13:00	1.70	0.01	1.69	1.50	0.19	1.50
1	14:00	1.60	0.01	1.59	1.50	0.09	1.50
1	15:00	1.50	0.01	1.49	1.50	0	1.49
1	16:00	1.50	0.01	1.50	1.50	0	1.50
1	17:00	1.50	0.00	1.50	1.50	0	1.50
1	18:00	1.50	0.01	1.49	1.50	0	1.49
1	19:00	0.50	0.02	0.48	1.50	0	0.48
1	20:00	0.50	0.01	0.49	1.50	0	0.49

^ψ Seller shall show adjustment of Meter Reading for losses, if any, between point of metering_(x) and the Point of Interconnection_(x), in accordance with Section 8.1.

* Does not apply if Station Service is provided from the gross output of the Facility.

Example of Table for Summed Net Output from Facility_(lower) and Facility_(upper)

Day	Hour ending (HE)	G (F _(lower))	H (F _(upper))	I (G+H) Net Output _(upper and lower) (MWh)
		Net Output _(lower) (MWh)	Net Output _(upper) (MWh)	
1	8:00	0.49	0.20	0.69
1	9:00	0.49	0.21	0.70

Example Calculation for the Allocation of Energy Imbalance Accumulation to Net Output of Facilities

for Off-Peak Hours in a hypothetical Settlement Period of the month of April:

	Variable	Value	Source
A	Total Off-Peak Net Output _(upper and lower) in April:	404 MWh	Total Off-Peak Net Output _(upper and lower) from Seller's required output reporting table, based on meters
B	Total Off-Peak Net Output _(culinary) in April:	135 MWh	Total Off-Peak Net Output _(culinary) from Seller's required output reporting table, based on meters
C	Total Off-Peak Net Output of all Facilities in April:	539 MWh	Line A + Line B
D	Percent of Total Off-Peak Net Output from Facility _(upper and lower) :	74.95%	(Line A / Line C) * 100%
E	Percent of Total Off-Peak Net Output from Facility _(culinary) :	25.05%	(Line B / Line C) * 100%
F	Total Off-Peak Energy Delivered to Point of Delivery by Transmitting Entity(s) in April:	500 MWh	Metered energy delivered by BPA at the Point of Delivery
G	Energy Imbalance Accumulation	-39 MWh	Line F - Line C
H	Surplus Delivery, if any:	0 MWh	Greater of 0 or Line G
I	Negative EIA, if any, attributable to Facility _(upper and lower) :	-29.23 MWh	Lesser of 0 or (Line G * Line D)
J	Negative EIA, if any, attributable to Facility _(culinary) :	-9.77 MWh	Lesser of 0 or (Line G * Line E)
K	Delivered Off-Peak Net Output_(upper and lower):	374.77 MWh	Line A + Line I
L	Delivered Off-Peak Net Output_(culinary):	125.23 MWh	Line B + Line J

To determine delivered On-Peak Net Output for each Facility, the above calculation is repeated using On-Peak values for generated Net Output in Lines A and B and energy deliveries by Transmitting Entity(s) in Line F.

Red Lined Version

SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT

BETWEEN

LOWER VALLEY ENERGY, INC.

[~~two~~three non-fueled, non-levelized, non-MAG Qualifying Facilities located in PacifiCorp Control Area interconnected to non-PacifiCorp system in Wyoming delivering power to PacifiCorp in Idaho—each 10aMW/Month or less]

AND

PACIFICORP

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UTILITIES COMMISSION

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SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT

THIS SECOND REVISED AND RESTATED POWER PURCHASE AGREEMENT ("Second Revised Agreement" or "Agreement"), entered into this _____ day of _____, 20____, is between Lower Valley Energy, Inc., a Wyoming Corporation (the "Seller") and PacifiCorp, an Oregon corporation acting in its regulated electric utility capacity ("PacifiCorp"). Seller and PacifiCorp are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. Seller owns, operates and maintains ~~two~~ three run of river hydroelectric generating facilities, two for the generation of electric power, two located on Swift Creek, in or near the town of Afton, Lincoln County, Wyoming and one located on the existing culinary water system for the town of Afton, Lincoln County, Wyoming. The upriver Swift Creek plant was completed in May 2009 and has a Facility Capacity Rating of 940-kilowatts (kW) (the "Upper Facility"). The downriver Swift Creek plant was completed in October 2009 and has a Facility Capacity Rating of 535 kilowatts (kW) (the "Lower Facility"). The third plant has a Facility Capacity Rating of 225 kW (the "Culinary Facility"); and

B. Seller sells and PacifiCorp purchases Net Output from the Upper Facility and the Lower Facility pursuant to a Power Purchase Agreement dated May 22, 2009 ("Original PPA") and revised and restated on February 1, 2010 ("First Revised PPA"); and

C. Seller and PacifiCorp wish to hereby amend the ~~Original~~ First Revised PPA to (1) add provision for the purchase of Net Output from the Upper Facility ~~and~~ Lower Facility, and Culinary Facility, jointly, ~~according to the terms and conditions set forth herein; and~~

~~D. Seller intends to operate Upper Facility and Lower Facility each a separate Qualifying Facility, as such; (2) extend the term is defined in Section 1.37 below as a single generating facility, for purposes of this Revised PPA (of the Agreement; (3) provide that the Culinary Facility) receive published avoided cost rates from Order No. 32234; and (4) provide that the Upper Facility and Lower Facility receive published avoided cost rates from Order No. 32234 commencing on May 1, 2012, the expiration date of the First Revised PPA — all according to the terms and conditions set forth herein; and~~

D. Seller intends to operate Upper Facility, Lower Facility, and Culinary Facility — each a separate Qualifying Facility — as a single generating facility, for purposes of this Second Revised PPA (Facility), except that Net Output from Culinary Facility will be purchased at the published avoided cost in effect on the date set forth above; and

E. Seller estimates that the average annual Net Output to be delivered by the Facility to PacifiCorp is 6,887,244,246,917 kilowatt-hours (kWh) pursuant to the monthly Energy Delivery Schedule in **Exhibit D** hereto, which amount of energy PacifiCorp will include in its resource planning; and

F. Seller shall sell and PacifiCorp shall purchase all the Net Output from the Facility in accordance with the terms and conditions of this Agreement, which shall replace the First Revised PPA as of the Amendment Date.

G. Seller intends to transmit Net Output from the Facility to PacifiCorp via transmission facilities operated by a third party, and PacifiCorp intends to accept scheduled firm

delivery of Seller's Net Output, under the terms of this Agreement, including the Generation Scheduling Addendum attached as **Addendum W** and incorporated contemporaneously herewith.

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

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 "**Adjusted Scheduled Monthly Energy Delivery**" shall have the meaning set forth in Section 4.3

~~1.2~~ "**Agreement**" means this Second Revised Agreement.

~~1.21.3~~ "**Amendment Date**" is defined in Section 2.1.

~~1.31.4~~ "**As-built Supplement**" shall be a supplement to **Exhibit A**, provided by Seller following completion of construction of the Facility, describing the Facility as actually built.

~~1.41.5~~ "**Billing Period**" means the time period between PacifiCorp's reading of its power purchase meters at the Facility and for this Agreement shall coincide with calendar months.

~~1.51.6~~ "**Capacity Factor**" means, for any given period of time, the Net Output divided by the product of Facility Capacity Rating and the total hours in the given period of time.

~~1.61.7~~ "**Commercial Operation**" means the Facility^(upper), Facility_(lower), or Facility_(culinary) is fully operational and reliable, at not less than ninety percent (90%) of the expected Facility Capacity Rating, and interconnected and synchronized with the Transmission Entity's System. In order to meet the requirements for Commercial Operation, all of the following events shall have occurred:

~~1.6.1.7.1~~ 1.6.1.7.1 PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer (a) stating the Facility Capacity Rating of the Facility at the anticipated time of Commercial Operation and (b) stating 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;

~~1.6.2.1.7.2~~ 1.6.2.1.7.2 Start-Up Testing of the Facility shall have been completed;

~~1.6.3.1.7.3~~ 1.6.3.1.7.3 -PacifiCorp has received an executed copy of Seller's Transmission Agreement(s); and

~~1.6.4.1.7.4~~ 1.6.4.1.7.4 PacifiCorp shall have received a certificate addressed to PacifiCorp from a Licensed Professional Engineer, or an attorney in good standing in Idaho or Wyoming, stating that Seller has obtained all Required Facility Documents and, if requested by PacifiCorp in writing, Seller shall have provided copies of any or all such requested Required Facility Documents.

~~Seller shall provide notice to PacifiCorp when Seller believes that the Facility has achieved Commercial Operation. PacifiCorp shall have ten (10) days after receipt of such notice either to confirm to Seller that all of the conditions to Commercial Operation have been satisfied or have occurred, or to state with specificity those conditions that PacifiCorp reasonably believes have not been satisfied or have not occurred. If, within such ten (10) day period, PacifiCorp does not respond or notifies Seller confirming that the Facility has achieved Commercial Operation, the original date of receipt of Seller's notice shall be the Commercial Operation Date. If PacifiCorp notifies Seller within such ten (10) day period that PacifiCorp believes the Facility has not achieved Commercial Operation, Seller shall be obligated to address the concerns stated in PacifiCorp's notice to the mutual satisfaction of both Parties, and Commercial Operation shall be deemed to occur on the date of such satisfaction, as specified in a notice from PacifiCorp to Seller. If Commercial Operation is achieved at less than one hundred percent (100%) of the expected Facility Capacity Rating, Seller shall provide PacifiCorp an expected date for achieving the expected Facility Capacity Rating, and the Facility's Capacity Rating on that date shall be the final Facility Capacity Rating under this Agreement. In no event will delay in achieving the expected Facility Capacity Rating beyond the Commercial Operation Date postpone the Expiration Date specified in Section 2.1.~~

~~1.7 "Commercial Operation Date" means the date the Facility first achieves Commercial Operation.~~

~~1.8 "Commission" means the Idaho Public Utilities Commission.~~

1.8 "Commercial Operation Date" means the date, as designated by PacifiCorp pursuant to Section 2.3, the Facility_(upper), Facility_(lower), or Facility_(culinary), as the case may be, first achieves Commercial Operation. The Facility_(upper) achieved Commercial Operation under the Original PPA on July 24, 2009. The Facility_(lower) achieved Commercial Operation under the First Revised PPA on February 26, 2010.

1.9 "Commission" means the Idaho Public Utilities Commission.

~~1.91.10~~ **“Conforming Energy”** means all Net Energy delivered to the Point of Delivery except Non-Conforming Energy.

~~1.101.11~~ **“Conforming Energy Price”** means the applicable price for Conforming Energy and capacity, specified in Section 5.1.

~~1.111.12~~ **“Contract Year”** means a twelve (12) month period commencing at 00:00 hours Mountain Prevailing Time (“MPT”) on January 1 and ending on 24:00 hours MPT 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 Expiration Date, unless earlier terminated as provided herein.

~~1.121.13~~ **“Effective Date”** means July 16, 2009, the Effective Date of the Original PPA.

~~1.131.14~~ **“Energy Delivery Schedule”** shall have the meaning set forth in Section 4.2 of this Agreement.

~~1.141.15~~ **“Expiration Date”** shall have the meaning set forth in Section 2.1 of this Agreement.

~~1.151.16~~ **“Facility”** means ~~all of Seller’s Upper Facility and Seller’s Lower Facility, both and Culinary Facility,~~ unless otherwise noted, including the Seller’s Interconnection Facilities, as described in the Recitals, **Exhibit A**, and **Exhibit B**. “Facility_(upper)”, “Facility_(lower)”, and “Facility_(lowerculinary)” refer to the Upper Facility and Lower Facility, and Culinary Facility, individually. The term “Facility” without any such suffix refers to the entire Facility unless the context requires otherwise. ~~Facility_(upper), Facility_(lower), and Facility_(lowerculinary)~~ are described separately in **Exhibit A**.

~~1.161.17~~ **“Facility Capacity Rating”** means the sum of the Nameplate Capacity Ratings for all generators comprising the Facility.

1.18 **“First Revised PPA”** is defined in Recital B.

~~1.171.19~~ **“Force Majeure”** has the meaning set forth in Section 13.1.

~~1.181.20~~ **“Generation Scheduling Addendum”** means **Addendum W**, the portion of this Agreement providing for the measurement, scheduling, and delivery of Net Output from the Facility to the Point of Delivery via a non-PacifiCorp Transmission Entity(s).

~~1.191.21~~ **“Inadvertent Energy”** means energy delivered to the Point of Interconnection_(x) (1) in excess of the Maximum Monthly Purchase Obligation; or (2) at an average hourly rate exceeding the Maximum Facility Delivery Rate_(x). Inadvertent Energy is not included in Net Output.

~~1.201.22~~ **“Index Price”**, for each day, shall mean the weighted average of the average Peak and Off-Peak firm energy market prices, as published in the *Intercontinental Exchange (ICE) Day Ahead Power Price Report* for the Palo Verde Hub. For Sunday and

NERC holidays, the 24-Hour Index Price shall be used, unless ICE shall publish a Firm On-Peak and Firm Off-Peak Price for such days for Palo Verde, in which event such indices shall be utilized for such days. If the ICE index or any replacement of that index ceases to be published during the term of this Agreement, PacifiCorp shall select as a replacement a substantially equivalent index that, after any appropriate or necessary adjustments, provides the most reasonable substitute for the index in question. PacifiCorp's selection shall be subject to Seller's consent, which Seller shall not unreasonably withhold, condition or delay.

4.21.23 **"Initial Year Energy Delivery Schedule"** shall have the meaning set forth in Section 4.2.1.

4.22.24 **"Interconnected Utility"** means Lower Valley Energy, Inc., the operator of the electric utility system at the Points of Interconnection.

4.23.25 **"Interconnection Facilities"** means all the facilities and ancillary equipment used to interconnect the Facility to the Interconnected Utility, including electrical transmission lines, upgrades, transformers, and associated equipment, substations, relay and switching equipment, and safety equipment.

4.24.26 **"Licensed Professional Engineer"** means a person acceptable to PacifiCorp in its reasonable judgment who is licensed to practice engineering in the state of Wyoming, who has training and experience in the engineering discipline(s) relevant to the matters with respect to which such person is called to provide a certification, evaluation and/or opinion, 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. The engagement and payment of a Licensed Professional Engineer solely to provide the certifications, evaluations and opinions required by this Agreement shall not constitute a prohibited economic relationship, association or nexus with the Seller, so long as such engineer has no other economic relationship, association or nexus with the Seller.

4.25.27 **"Material Adverse Change"** shall mean, with respect to the Seller, if the Seller, in the reasonable opinion of PacifiCorp, has experienced a material adverse change in ability to fulfill its obligations under this Agreement.

4.26.28 **"Maximum Curtailed Facility Delivery Rate" or "MCFDR"** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point(s) of Interconnection during a Qualifying Curtailment. Where a Qualifying Curtailment applies indistinguishably to both the "Upper and Lower" Facility and to the "Culinary" Facility, the $MCFDR_{(x)}$ shall equal the $MCFDR_{(all\ three)}$ * $(MFDR_{(x)}/MFDR_{(all\ three)})$.

4.27.29 **"Maximum Facility Delivery Rate" or "MFDR"** means the maximum instantaneous rate (kW) at which the Facility is capable of delivering Net Output at the Point(s) of Interconnection, as specified in Exhibit A, and in compliance with the Facility's generation interconnection agreement, if applicable.

1.281.30 “**Maximum Monthly Purchase Obligation**” means the maximum amount of energy PacifiCorp is obligated to purchase under this Agreement in a calendar month. In accordance with Commission Order 29632, the Maximum Monthly Purchase Obligation for the Facility for a given month, in kWh, shall equal 10,000 kW multiplied by the total number of hours in that month.

1.291.31 “**Motive Force Plan**” shall have the meaning set forth in Section 7 of this Agreement.

1.301.32 “**Nameplate Capacity Rating**” means the maximum instantaneous generating capacity of any qualifying small power or cogeneration generating unit supplying all or part of the energy sold by the Facility, expressed in MW, when operated consistent with the manufacturer’s recommended power factor and operating parameters, as set forth in a notice from Seller to PacifiCorp delivered before the Commercial Operation Date and, if applicable, updated in the As-built Supplement.

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

1.321.34 “**Net Output**” means all energy and capacity produced by the Facility, less station use and less transformation and transmission losses and other adjustments, if any. For purposes of calculating payment under this Agreement, Net Output of energy shall be the amount of energy flowing through the Points of Interconnection, less any station use not provided by the Facility. Net Output does not include Inadvertent Energy.

1.331.35 “**Non-Conforming Energy**” means for any Billing Period: (1) that portion of Net Energy delivered to the Point of Delivery in excess of 110% of the Scheduled Monthly Energy Delivery for that Billing Period delivered subsequently to that initial 110%; or (2) all Net Energy delivered to the Point of Delivery when Net Energy delivered is less than 90% of the Scheduled Monthly Energy Delivery for that Billing Period; or (3) all Net Output produced by the Facility prior to the Commercial Operations Date.

1.341.36 “**Non-Conforming Energy Price**” means the applicable price for Non-Conforming Energy and capacity, specified in Section 5.1.

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

1.361.38 “**On-Peak Hours**” means hours from 7:00 a.m. to 11:00 p.m. Mountain Prevailing Time, Monday through Saturday, excluding Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) holidays.

1.39 “**First Revised PPA**” is defined in Recital B.

1.371.40 “**PacifiCorp Transmission**” means PacifiCorp, an Oregon corporation, acting in its transmission function capacity.

1.381.41 **"Point of Delivery"** means PacifiCorp's 161 kV busbar at the Goshen Substation, Idaho the point of interconnection between Bonneville Power Administration's system and PacifiCorp's system where PacifiCorp has agreed to receive Seller's Net Output.

1.391.42 **"Point of Interconnection_(lower)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(lower) and the Interconnected Utility's system.

1.43 **"Point of Interconnection_(culinary)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(culinary) and the Interconnected Utility's system.

1.401.44 **"Point of Interconnection_(upper)"** means the high voltage side of Seller's step-up transformer at the point of interconnection between Seller's Facility_(upper) and the Interconnected Utility's system.

1.411.45 **"Points of Interconnection"** means ~~both, collectively, the Point of Interconnection_(lower) and, Point of Interconnection_(upper) and Point of Interconnection_(culinary).~~

1.421.46 **"Prime Rate"** means the rate per annum equal to the publicly announced prime rate or reference rate for commercial loans to large businesses in effect from time to time quoted by JPMorgan Chase & Co. If a JPMorgan Chase & Co. prime rate is not available, the applicable Prime Rate shall be the announced prime rate or reference rate for commercial loans in effect from time to time quoted by a bank with \$10 billion or more in assets in New York City, N.Y., selected by the Party to whom interest based on the prime rate is being paid.

1.431.47 **"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.

1.441.48 **"Qualifying Curtailment"** shall have the meaning set forth in Section 4.3.

1.451.49 **"QF"** means **"Qualifying Facility"**, as that term is defined in the version of FERC Regulations (codified at 18 CFR Part 292) in effect on the date of this Agreement.

1.461.50 **"Replacement Period", "Net Replacement Power Costs", "Replacement Price" and "Replacement Volume"** shall have the meanings set forth in Section 10.4 of this Agreement;

1.471.51 **"Required Facility Documents"** means all material licenses, permits, authorizations, and agreements necessary for construction, operation, and maintenance of the Facility, including without limitation those set forth in **Exhibit C**.

~~1.48~~1.52 **“Revised Agreement Scheduled Commercial Operation Date^(culinary)”** means ~~this Revised and Restated Power Purchase Agreement, the date by which supersedes the Original PPA~~ Seller promises to achieve Commercial Operation with respect to Culinary Facility, as of the Amendment Date specified in Section 2.2.3.

~~1.49~~1.53 **“Scheduled Maintenance Periods”** means those times scheduled by Seller with advance notice to PacifiCorp as provided in Section 6.2 unless otherwise mutually agreed.

~~1.50~~1.54 **“Scheduled Monthly Energy Delivery”** means the Net Energy scheduled to be delivered to the Point of Delivery during a given calendar month, as specified by Seller in the Energy Delivery Schedule.

~~1.55~~ **“Second Revised Agreement”** means this Second Revised and Restated Power Purchase Agreement, which supersedes the First Revised PPA as of the Amendment Date.

~~1.51~~1.56 **“Start-Up Testing”** means the completion of required factory and start-up tests as set forth in Exhibit E hereto.

~~1.52~~1.57 **“Subsequent Energy Delivery Schedule”** shall have the meaning set forth in Section 4.2.3.

~~1.53~~1.58 **“Tariff”** means the PacifiCorp FERC Electric Tariff ~~Fifth~~Seventh Revised Volume No.11 Pro Forma Open Access Transmission Tariff, as revised from time to time.

~~1.54~~1.59 **“Transmission Agreement(s)”** means the agreement(s) (or contemporaneous agreements) between Seller and the Transmitting Entity(s) providing for Seller’s uninterrupted right to transmit Net Output to the Point of Delivery.

~~1.55~~1.60 **“Transmitting Entity(s)”** means the Bonneville Power Administration, the (non-PacifiCorp) operator(s) of the transmission system(s) between the Points of Interconnection and the Point of Delivery.

SECTION 2: TERM, COMMERCIAL OPERATION DATE

2.1 This Second Revised Agreement shall become effective at ~~12:00:01 am~~00 MPT on the day following execution by both Parties and after approval by the Commission (**“Amendment Date”**); *provided*, however, this Second Revised Agreement shall not become effective until the Commission has determined that the prices to be paid for energy and capacity are just and reasonable, in the public interest, and that the costs incurred by PacifiCorp for purchases of capacity and energy from Seller are legitimate expenses, all of which the Commission will allow PacifiCorp to recover in rates in Idaho in the event other jurisdictions deny recovery of their proportionate share of said expenses.

Unless earlier terminated as provided herein, this Second Revised Agreement shall remain in effect until ~~May~~September 1, 2012~~2014~~ (**“Expiration Date”**).

2.2 Time is of the essence of this Second Revised Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date_(culinary) and to achieve Commercial Operations of the Culinary Facility by the Scheduled Commercial Operation Date_(culinary) is critically important. Therefore,

~~2.2.1~~ By the date five days after the Effective Date of this Agreement, Seller shall obtain and provide to PacifiCorp ~~deemed Seller to have achieved~~ copies of all governmental permits and authorizations necessary for construction of Culinary Facility.

~~2.2.2~~ Prior to the Commercial Operation Date on _____ (“_(culinary)”), Seller shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

~~2.2.12.2.3~~ Seven days after the Effective Date of this Agreement, Seller shall ~~achieve Commercial Operation Date~~), the date the Lower Facility achieved with respect to Culinary Facility (“Scheduled Commercial Operation— [The Upper Facility achieved commercial operation under the Original PPA on July 24, 2009.] Date_(culinary)”).

~~2.2.22.2.4~~ By March 31, 2010, Seller shall provide Seller has provided PacifiCorp with a copy of an executed Transmission Agreement(s), whose terms shall include: (1) reserved capacity equal to or greater than the Maximum Facility Delivery Rate of Seller's combined Facility, and (2) a termination date (including any rollover rights) equal to or greater than the Expiration Date of this Agreement; ~~(3) — and shall~~ be otherwise consistent with this Agreement.

~~2.2.3~~ By March 31, 2010, Seller shall provide PacifiCorp with an As-built Supplement acceptable to PacifiCorp.

~~2.2.5~~ the date five days after the Effective Date of this Agreement, Seller shall provide to PacifiCorp ~~has received an executed copy of Exhibit H— Seller's Interconnection Request~~ Seller Authorization to Release of Generation Data to PacifiCorp with respect to Culinary Facility.

~~2.2.42.3~~ Establishing Commercial Operation_(culinary). To achieve Commercial Operation_(culinary), Seller must provide, subject to PacifiCorp's written approval which will not be unreasonably withheld, written notice to PacifiCorp stating when Seller believes that the Culinary Facility has achieved Commercial Operation accompanied by the certificates described in Section 1.7. PacifiCorp's approval, if given, shall designate the Commercial Operation Date_(culinary). In no event will delay in achieving the Scheduled Commercial Operation Date_(culinary) postpone the Expiration Date specified in Section 2.1.

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 Subject to Commission approval, 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 Subject to Commission approval, 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 Wyoming corporation duly organized and validly existing under the laws of Wyoming.

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's shareholders, directors, and officers have 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 ~~two~~three QFs. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission self-certification to PacifiCorp prior to PacifiCorp's execution of this Agreement. At any time PacifiCorp has reason to believe during the term of this Agreement that Seller's status as a QF is in question, PacifiCorp may require Seller to provide PacifiCorp with a written legal opinion from an attorney in good standing in the state of Idaho and 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 The description of Seller's Facility in Exhibit A and Exhibit B is correct.

3.2.8 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.

3.2.9 Seller has not at any time defaulted in any of its payment obligations for electricity purchased from PacifiCorp.

3.2.10 Seller is not in default under any of its other agreements and is current on all of its financial obligations.

3.2.11 Seller owns 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.

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 ENERGY AND CAPACITY

4.1 Delivery and Acceptance of Net Output— Unless otherwise provided herein, PacifiCorp will purchase and Seller will sell all of the Net Output from the Facility.

4.2 Energy Delivery Schedule— Seller shall prepare and provide to PacifiCorp, on an ongoing basis, a written schedule of Net Energy expected to be delivered to the Point of Delivery by the Facility ("**Energy Delivery Schedule**"), in accordance with the following:

4.2.1 Culinary Scheduled Monthly Energy Delivery. The Scheduled Monthly Energy Delivery (and related adjustments and calculations) for the Culinary Facility shall be separate from the Scheduled Monthly Energy Delivery for the combined Upper Facility and Lower Facility. During the first twelve full calendar months following the Commercial Operations Date, Seller predicts that the Culinary Facility will produce and deliver to the Point of Delivery the following monthly amounts (“**Initial Year Energy Delivery Schedule**”):

<u>Month</u>	<u>Facility^{upper} Energy Delivery (kWh)</u>	<u>Facility^{lower} Energy Delivery (kWh)</u>	<u>Facility Energy Delivery (SMED) kWh</u>
January	193,440	103,674	297,114
February	147,840	82,376	230,216
March	163,680	86,937	250,617
April	282,939	121,562	404,501
May	477,827	271,651	749,478
June	570,593	362,918	933,511
July	576,258	347,058	923,316
August	550,511	237,126	787,637
September	382,459	155,030	537,489
October	374,729	149,273	524,002
November	300,058	125,785	425,843
December	223,200	113,611	336,811

Seller may revise the Initial Year Energy Delivery Schedule any time prior to the Commercial Operation Date.

<u>Month</u>	<u>Culinary Facility Energy Delivery (SMED_{culinary}) kWh</u>
<u>January</u>	<u>59,700</u>
<u>February</u>	<u>23,000</u>
<u>March</u>	<u>40,000</u>
<u>April</u>	<u>94,400</u>
<u>May</u>	<u>119,500</u>
<u>June</u>	<u>132,200</u>
<u>July</u>	<u>167,200</u>
<u>August</u>	<u>160,100</u>
<u>September</u>	<u>112,100</u>
<u>October</u>	<u>82,900</u>
<u>November</u>	<u>91,300</u>
<u>December</u>	<u>76,100</u>

4.2.2 Upper and Lower Scheduled Monthly Energy Delivery. The Scheduled Monthly Energy Delivery for the combined Upper Facility and Lower Facility is as follows:

<u>Month</u>	<u>Upper Facility Energy Delivery (kWh)</u>	<u>Lower Facility Energy Delivery (kWh)</u>	<u>Facility Energy Delivery (SMED_{upper and lower}) kWh</u>
<u>January</u>	<u>154,720</u>	<u>103,674</u>	<u>258,394</u>
<u>February</u>	<u>126,782</u>	<u>65,772</u>	<u>192,554</u>
<u>March</u>	<u>127,107</u>	<u>70,249</u>	<u>197,356</u>
<u>April</u>	<u>188,542</u>	<u>87,236</u>	<u>275,778</u>
<u>May</u>	<u>259,394</u>	<u>102,403</u>	<u>361,797</u>
<u>June</u>	<u>558,866</u>	<u>301,939</u>	<u>860,805</u>
<u>July</u>	<u>614,905</u>	<u>301,022</u>	<u>915,927</u>
<u>August</u>	<u>454,030</u>	<u>162,980</u>	<u>617,010</u>
<u>September</u>	<u>274,580</u>	<u>113,480</u>	<u>388,060</u>
<u>October</u>	<u>280,880</u>	<u>95,020</u>	<u>375,900</u>
<u>November</u>	<u>217,480</u>	<u>125,785</u>	<u>343,265</u>
<u>December</u>	<u>188,460</u>	<u>113,611</u>	<u>302,071</u>

4.2.2

4.2.3 Beginning at the end of the ninth full calendar month of operation, and at the end of every 3rd month thereafter, Seller shall supplement the Energy Delivery Schedule with three additional months of forward estimates (which shall be appended to this Agreement as **Exhibit D**) ("**Subsequent Energy Delivery Schedule**"), such that the Energy Delivery Schedule will provide at least six months of scheduled energy estimates at all times. Seller shall provide Subsequent Energy Delivery Schedules no later than 5:00 ~~pm~~^{PM} ~~MPT~~ of the 5th day after the due date. If Seller does not provide a Subsequent Energy Delivery Schedule by the above deadline, scheduled energy for the omitted period shall equal the amounts scheduled by Seller for the same three-month period during the previous year.

4.2.4 Beginning with the end of the third month after the Commercial Operation Date and at the end of every third month thereafter; (1) the Seller may not revise the immediate next three months of previously provided Energy Delivery Schedules, but by written notice given to PacifiCorp no later than 5:00 PM of the 5th day following the end of the previous month, the Seller may revise all other previously provided Energy Delivery Schedules. Failure to provide timely written notice of changed amounts will be deemed to be an election of no change.

4.3 Adjustment of Energy Delivery Schedule. If PacifiCorp is excused from accepting all or part of Seller's Net Output due to the occurrence of circumstances specified in Section 6.3.1 and 6.3.2 and, or if Seller is excused from delivery due to the occurrence of circumstances specified in Section 6.4, or due to a combination thereof ("**Qualifying Curtailment**") the Scheduled Monthly Energy Delivery for the Facility(ies) subject to such Qualifying Curtailment (Scheduled Monthly Energy Delivery_{upper and lower} or Scheduled Monthly Energy Delivery_{culinary})

or both) will be adjusted, *pro rata* (“**Adjusted Scheduled Monthly Energy Delivery**”). The Adjusted Scheduled Monthly Energy Delivery shall be calculated as follows:

$$SMED(adj) = SMED_{(x)} * \left(1 - \sum_{i=1}^n \left(\frac{Hc_i}{Ht} * \frac{DRm - DRc_i}{DRm} \right) \right)$$

Where:

$SMED_{(x)}$	=	Scheduled Monthly Energy Delivery for the month in which the curtailment occurs, where “(x)” connotes “Upper and Lower Facility” or “Culinary Facility” or “both”
$SMED(adj)$	=	Adjusted Scheduled Monthly Energy Delivery _(x) for the month in which curtailment occurs
Hc_i	=	total hours of the Qualifying Curtailment in the month subject of this calculation
Ht	=	total hours in the month in which curtailment occurs
DRc_i	=	the Maximum Curtailed Facility Delivery Rate _(x)
DRm	=	the Maximum Facility Delivery Rate _(x)
i	=	a Qualifying Curtailment affecting Facility _(x)
n	=	the number of Qualifying curtailments in the month affecting Facility _(x)
x	=	the Facility subject to the Qualifying Curtailment: either “Upper and Lower” or “Culinary”

Where Qualifying Curtailments overlap, each distinct period of overlap shall be calculated as a separate Qualifying Curtailment such that no hour within a month may figure into more than one Qualifying Curtailment.

4.4 **Termination for Non-availability.** Unless excused by an event of Force Majeure, Seller’s failure to deliver any Net Energy to the Point of Delivery for a continuous period of three months shall constitute an event of default.

SECTION 5: PURCHASE PRICES

5.1 Energy Purchase Price. Except as provided in Section 5.3, PacifiCorp will pay Seller non-levelized, Conforming Energy or Non-Conforming Energy Purchase Prices for capacity and energy calculated using separately applicable rates for "Upper and Lower" and "Culinary" Facility and adjusted for seasonality and On-Peak/Off-Peak Hours using the following formulae, in accordance with Commission Order 30480 and Errata to Order 30480:

$$\text{Conforming Energy Purchase Price} = \text{AR}_{\text{ce}} * \text{MPM}$$

$$\text{Non-Conforming Energy Purchase Price} = \text{Minimum of } [\text{AR}_{\text{ce}} * \text{MPM}; \text{PV-85}]$$

Where:

AR_{ce} = the Conforming Energy Annual Rate from Table 1, below, for the year of the Net Output. For Net Output from the Upper Facility and Lower Facility, the applicable rates are in Table 1-Upper/Lower, below. For Net Output from the Culinary Facility, the applicable rates are in Table 1-Culinary, below;

MPM = the monthly On-Peak or Off-Peak multiplier from Table 2 below, that corresponds to the month of the Net Output and whether the Net Output occurred during On-Peak Hours or Off-Peak Hours.

PV-85 = 85% of the monthly weighted average of the daily Index Price.

Example calculations are provided in Exhibit G.

Table 1-Upper/Lower: Conforming Energy Annual Rates for Upper Facility and Lower Facility (Rates from Commission Order No. 30744 through April 2012, then rates from Errata to Order No. 32234 from May 2012 through the Expiration Date)

Year	Conforming Energy Annual Rate, Upper and Lower (AR_{ce}) \$/MWh
2009	76.73
2010	75.83
2011	77.95
2012	80.24
<i>January – April</i>	
<u>2012</u>	<u>63.34</u>
<i>May – December</i>	
<u>2013</u>	<u>66.87</u>
<u>2014</u>	<u>70.67</u>

Table 1-Culinary: Conforming Energy Annual Rates for Culinary Facility (Commission Errata to Order No. 32234)

<u>Year</u>	<u>Conforming Energy Annual Rate, Culinary (AR_{ce}) \$/MWh</u>
2011	59.62
2012	63.34
2013	66.87
2014	70.67

Table 2: Monthly On-Peak/Off-Peak Multipliers

Month	On-Peak Hours	Off-Peak Hours
January	103%	94%
February	105%	97%
March	95%	80%
April	95%	76%
May	92%	63%
June	94%	65%
July	121%	92%
August	121%	106%
September	109%	99%
October	115%	105%
November	110%	96%
December	129%	120%

5.2 Payment

For the Billing Period in each Contract Year:

5.2.1 If Net Energy delivered to the Point of Delivery is between 90% and 110% of the Scheduled Monthly Energy Delivery, then:

Payment = Conforming Energy (kWh) times Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.2.2 If Net Energy delivered to the Point of Delivery is less than 90% of the Scheduled Monthly Energy Delivery, then:

Payment = Non-Conforming Energy (kWh) times Non-Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.2.3 If Net Energy delivered to the Point of Delivery is greater than 110% of the Scheduled Monthly Energy Delivery, then:

Payment = Conforming Energy (kWh) times Conforming Energy Purchase Price (\$/MWh) divided by 1000 plus Non-Conforming (kWh) times Non-Conforming Energy Purchase Price (\$/MWh) divided by 1000.

5.3 Inadvertent Energy. PacifiCorp may accept Inadvertent Energy at its sole discretion, but will not purchase or pay for Inadvertent Energy.

SECTION 6: OPERATION AND CONTROL

6.1 Seller shall operate and maintain the Facility in a safe manner in accordance with this Agreement, the Facility's generation interconnection agreement, if applicable, Transmission Agreement(s), 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 the Point of Delivery is disconnected, suspended or interrupted, in whole or in part, pursuant to the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s), or to the extent generation curtailment is required as a result of Seller's non-compliance with the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s). 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.

6.2 Seller may cease operation of the entire Facility or any individual unit for Scheduled Maintenance Periods for each calendar year at such times as are provided in the monthly operating schedule set forth as **Exhibit D**.

6.3 Energy Acceptance.

6.3.1 PacifiCorp shall be excused from accepting and paying for Net Output or accepting Inadvertent Energy produced by the Facility and delivered by the Seller to the Point of Delivery, if it is prevented from doing so by an event of Force Majeure, or if PacifiCorp determines that curtailment, interruption or reduction of Net Output or Inadvertent Energy deliveries is necessary because of line construction or maintenance requirements, emergencies, electrical system operating conditions on its system or as otherwise required by Prudent Electrical Practices. If, for reasons other than an event of Force Majeure, PacifiCorp requires such a curtailment, interruption or reduction of Net Output deliveries for a period that exceeds twenty (20) days, beginning with the twenty-first day of such interruption, curtailment or reduction, Seller will be deemed to be delivering Net Output at a rate equivalent to the pro rata daily average of the amounts specified for the applicable month in the Energy Delivery Schedule under

Section 4.2 unadjusted by Section 4.3. PacifiCorp will notify Seller when the interruption, curtailment or reduction is terminated.

6.3.2 PacifiCorp shall not be obligated to purchase, receive or pay for Net Output that is not delivered to the Point of Delivery (a) during times and to the extent that such energy is not delivered because the interconnection between the Facility and PacifiCorp's system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Facility's generation interconnection agreement, if applicable, or Transmission Agreement(s), (b) during times and to the extent that such energy is not delivered because the Transmission Entity Curtails (as defined in the Tariff) Transmission Service (as defined in the Tariff) to PacifiCorp pursuant to the terms of the Tariff, or (c) during times and to the extent that an event of Force Majeure prevents either Party from delivering or receiving such energy.

6.3.3 Under no circumstances will the Seller deliver Net Output and/or Inadvertent Energy from the Facility to the Point of Delivery in an amount that exceeds the Maximum Facility Delivery Rate, except as provided in **Addendum W**. Seller's failure to limit deliveries to the Maximum Facility Delivery Rate shall be a Material Breach of this Agreement.

6.4 Seller Declared Suspension of Energy Deliveries.

6.4.1 If the Seller's Facility experiences a forced outage due to equipment failure which is not caused by an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility, Seller may, after giving notice as provided in Section 6.4.2 below, temporarily suspend all deliveries of Net Energy to PacifiCorp from the Facility or from individual generation unit(s) within the Facility affected by the forced outage for a period of not less than 48 hours to correct the forced outage condition ("**Declared Suspension of Energy Deliveries**"). The Seller's Declared Suspension of Energy Deliveries will begin at the start of the next full hour following the Seller's notification as specified in Section 6.4.2 and will continue for the time as specified (not less than 48 hours) in the written notification provided by the Seller. In the month(s) in which the Declared Suspension of Energy occurred, the Scheduled Monthly Energy Delivery will be adjusted as specified in Section 4.3.

6.4.2 If the Seller desires to initiate a Declared Suspension of Energy Deliveries as provided in Section 6.4.1, the Seller will notify PacifiCorp's generation coordination desk, by e-mail to wsc@pacificorp.com, by telephone (503-813-5394), or by fax (503-813-5512), of Seller's unscheduled outage. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during Off-Peak Hours. The beginning hour of the Declared Suspension of Energy Deliveries will be at the earliest the next full hour after making contact with PacifiCorp. The Seller will, within 24 hours after the telephone contact, provide PacifiCorp a written notice in accordance with Section 21 declaring the beginning hour and duration of the Declared Suspension of Energy Deliveries and a description of the conditions that caused the Seller to initiate a Declared Suspension of Energy Deliveries. PacifiCorp will review

the documentation provided by the Seller to determine PacifiCorp's acceptance of the described forced outage as qualifying for a Declared Suspension of Energy Deliveries as specified in ~~paragraph~~ Section 6.4.1. PacifiCorp's acceptance of the Seller's forced outage as an acceptable forced outage will be based upon the clear documentation provided by the Seller that the forced outage is not due to an event of Force Majeure or by neglect, disrepair or lack of adequate preventative maintenance of the Seller's Facility. Seller agrees to retain all performance related data for the Facility for a minimum of three years, and to cooperate with PacifiCorp in the event PacifiCorp decides to audit Seller's reporting of Facility Net Output and Adjusted Scheduled Monthly Energy Delivery.

SECTION 7: MOTIVE FORCE

Prior to the ~~Effective~~ Amendment Date of this Second Revised Agreement, Seller provided to PacifiCorp an engineering report for Seller's ~~Upper Facility and Seller's Lower Facility~~ demonstrating to PacifiCorp's reasonable satisfaction: (1) the feasibility that the combined Net Energy delivery of the Upper Facility and the Lower Facility and Upper Facility will equal or exceed ~~6,400,535~~ 5,357,556 kWh in each full calendar year for the full term of this Second Revised Agreement; ~~and~~ (2) the feasibility that the Net Energy delivery of the Culinary Facility will equal or exceed 1,158,000 kWh in each full calendar year for the full term of this Second Revised Agreement; and (3) the likelihood that the Facility, under average design conditions, will generate at no more than 10 aMW in any calendar month ("**Motive Force Plan**") acceptable to PacifiCorp in its reasonable discretion and attached hereto as **Exhibit F-1**, together with a certification from a Licensed Professional Engineer attached hereto as **Exhibit F-2**, certifying to PacifiCorp that the Facility can reasonably be expected to perform as predicted in the Motive Force Plan for the duration of this Agreement.

SECTION 8: METERING AT THE POINT OF INTERCONNECTION AT THE POINT OF INTERCONNECTION

8.1 Metering shall be performed at the location and in a manner consistent with this Agreement, as specified in **Exhibit B**. Seller shall provide to PacifiCorp metered Facility Net Output in hourly increments, and any other energy measurements required to administer this Agreement. If the Transmitting Entity(s) requires Seller to telemeter data, PacifiCorp shall be entitled to receive the same data Seller provides to the Transmitting Entity, if such data is useful to PacifiCorp's administration of this Agreement. Seller's metered output shall be adjusted to account for electrical losses, if any, between the point of metering_(x) and the Point of Interconnection_(x) ("adjusted metered output"). The loss adjustment shall be 2% of the kWh energy production recorded on the Facility output meter until actually measured and confirmed in letter agreement between the Parties. Subject to other provisions applicable to Net Output in this Agreement (e.g., disallowance of Inadvertent Energy), PacifiCorp shall subtract Seller's station service load from Seller's adjusted metered output to determine Net Output.

8.2 Seller shall pay for the installation, testing, and maintenance of any metering required by Section 8.1, and shall provide reasonable access to such meters. PacifiCorp shall have reasonable access to inspection, testing, repair and replacement of the metering equipment. If any of the inspections or tests discloses a measurement 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. 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, or during the shortest reasonable period.

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 and any other agreement(s) between the Parties.

9.2 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: DEFAULTS AND REMEDIES

10.1 The following events shall constitute defaults under this Agreement:

10.1.1 Seller's failure to make a payment when due under this Agreement, or maintain insurance in conformance with the requirements of Section 12 of this Agreement, if the failure is not cured within ten (10) days after the non-defaulting Party gives the defaulting Party a notice of the default.

10.1.2 Breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice.

10.1.3 Seller's failure to cure any default under any commercial or financing agreements or instrument (including the Facility's generation interconnection agreement, if applicable) within the time allowed for a cure under such agreement or instrument.

10.1.4 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.

10.1.5 A Material Adverse Change has occurred with respect to Seller and Seller fails to provide such performance assurances as are reasonably requested by PacifiCorp, within fifteen (15) days from the date of such request.

~~10.1.6 Failure to maintain Delay Security in accordance with Section 2.3.1 until properly terminated in accordance with Section 2.3.4.~~

~~10.1.7~~ 10.1.6 A Party otherwise fails to perform any material obligation (including but not limited to failure by Seller to meet any deadline set forth in Section 2.2) imposed upon that Party by this Agreement if the failure is not cured within thirty (30) days after the non-defaulting Party gives the defaulting Party notice of the default; *provided, however,* that, upon written notice from the 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.

10.2 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. If the default 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. The rights provided in this Section 10 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

10.3 In the event this Agreement is terminated because of Seller's default and Seller wishes to again sell Net Output from the facility using the same motive force to PacifiCorp following such termination, PacifiCorp in its sole discretion may require that Seller do so subject to the terms of this Agreement, including but not limited to the purchase prices as set forth in (Section 5), until the Expiration Date (as set forth in Section 2.1). At such time Seller and PacifiCorp agree to execute a written document ratifying the terms of this Agreement.

10.4 If this Agreement is terminated as a result of Seller's default, Seller shall pay PacifiCorp for the energy and associated capacity that Seller was scheduled to provide for a period of twelve (12) months ("**Replacement Period**") from the date of termination plus the estimated administrative cost to acquire the replacement power ("**Net Replacement Power Costs**"). Net Replacement Power Costs equals the sum of (1) the Replacement Price for Facility_(upper and lower) times the Replacement Volume for Facility_(upper and lower) for each day of the Replacement Period; plus; (2) the Replacement Price for Facility_(culinary) times the Replacement Volume for Facility_(culinary) for each day of the Replacement Period; and (3) the estimated administrative cost to the utility to acquire replacement power.

Where:

"**Replacement Price**" equals the positive difference, if any, of the Index Price minus the weighted average of the On-Peak and Off-Peak Conforming Energy Prices; and

"**Replacement Volume**" equals the applicable Scheduled Monthly Energy Delivery divided by the number of days in that month.

10.5 Upon an event of default or termination event resulting from default under this Agreement, in addition to and not in limitation of any other right or remedy under this Agreement or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract(s) or agreement(s) between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non-defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

10.6 Amounts owed by Seller pursuant to this paragraph shall be due within five (5) business days after any invoice from PacifiCorp for the same.

SECTION 11: INDEMNIFICATION

11.1 Indemnities.

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

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

11.2 **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.

11.3 CONSEQUENTIAL DAMAGES. EXCEPT TO THE EXTENT SUCH DAMAGES ARE INCLUDED IN THE LIQUIDATED DAMAGES, DELAY 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 12: LIABILITY AND INSURANCE

12.1 Certificates. 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.

12.2 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, from the commencement of interconnection with PacifiCorp's electric transmission system until the ~~Termination~~Expiration Date of this Agreement, at its own expense, Seller shall secure and continuously carry, with an insurance company or companies rated not lower than "A- or better" by the A.M. Best Company, the insurance coverage specified below:

12.2.1 Worker's Compensation insurance which complies with the laws of the state within which the Facility is located;

12.2.2 Commercial General Liability insurance with bodily injury and property damage combined single limits of at least \$1,000,000 per occurrence. Seller shall maintain the policy in accordance with terms available in the insurance market for similar electric generating facilities. Such insurance shall include, but not necessarily be limited to, specific coverage for contractual liability encompassing the indemnification provisions in this Agreement, broad form property damage liability, personal injury liability, explosion and collapse hazard coverage, products/completed operations liability, and, where applicable, watercraft protection and indemnity liability;

12.2.3 All Risk Insurance. The policy shall provide coverage in an amount equal to not less than 80% of the current replacement in kind of the Facility for "all risks" of physical loss or damage except as hereinafter provided, including coverage for boiler and machinery, transit and off-site storage accident exposure, but excluding the equipment owned or leased by Operator and its subcontractors and their personal property. The policy may contain separate sub-limits and deductibles subject to insurance company underwriting guidelines. Seller shall maintain the policy in accordance with terms available in the insurance market for similar electric generating facilities. The policy shall include coverage for business interruption in an amount covering a period of indemnity equal to twelve (12) months. Additional coverages to be included are:

- (a) Catastrophic Perils Insurance not less than 80% of the current replacement cost of plant, building, and/or equipment.

12.3 Insurance Structure. Seller may satisfy the amounts of insurance required above by purchasing primary coverage in the amounts specified or by buying a separate excess Umbrella Liability policy together with lower limit primary underlying coverage. The structure of the coverage is at Seller's option, as long as the total amount of insurance meets the above requirements.

12.4 Occurrence-Based Coverage. The coverage required above, and any umbrella or excess coverage, shall be "occurrence" form policies. In the event that any policy is written on a "claims-made" basis and such policy is not renewed or the retroactive date of such policy is to be changed, the first insured Party shall obtain or cause to be obtained for each such policy or policies the broadest basic and supplemental extended reporting period coverage or "tail" reasonably available in the commercial insurance market for each such policy or policies and shall provide the other Party with proof that such basic and supplemental extended reporting period coverage or "tail" has been obtained.

12.5 Endorsement Items. Seller shall immediately cause its insurers to amend its Commercial General Liability and Umbrella or Excess Liability policies with all of the following endorsement items, and to amend its Worker's Compensation policy with the endorsement items set forth in ~~Paragraphs~~ Sections 12.5.3 and 12.5.4 below:

12.5.1 PacifiCorp and its Affiliates, their respective directors, officers, employees, and agents as an additional insured under this policy and to the maximum extent allowed by law, shall be provided with coverage at least as broad as those required of the Seller by this Agreement;

12.5.2 This insurance is primary with respect to the interest of PacifiCorp and its Affiliates and their respective directors, officers, employees, and agents;

12.5.3 Insurer hereby waives all rights of subrogation against PacifiCorp, its Affiliates, officers, directors, employees and agents;

12.5.4 Notwithstanding any provision of the policy, this policy may not be canceled, non-renewed or materially changed by the insurer without giving ten (10) days' prior written notice to PacifiCorp; and

12.5.5 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.

12.6 Periodic Review. PacifiCorp may review this schedule of required insurance as often as once every two (2) years. PacifiCorp may, in its discretion and if allowed by the Commission, require the Seller to make changes to the policies and coverages described in this Exhibit to the extent reasonably necessary to cause such policies and coverages to conform to the insurance policies and coverages typically obtained or required for power generation facilities

comparable to the Facility at the time PacifiCorp's review takes place. In addition, Seller shall have the right, subject to PacifiCorp's consent, to make changes in the coverages and limits of the Builder's All-Risk Insurance and the All-Risk Insurance required under this Section, to the extent the coverages and limits specified herein are not reasonably available at commercially reasonable rates.

SECTION 13: FORCE MAJEURE

13.1 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, 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 is in each case (i) beyond the reasonable control of such Party, (ii) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (iii) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force 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, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

13.1.1 the non-performing Party, shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence, including the start date of the Force Majeure, the cause of Force Majeure, whether the Facility remains partially operational and the expected end date of the Force Majeure;

13.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure;

13.1.3 the non-performing Party uses its best efforts to remedy its inability to perform; and

13.1.4 the non-performing Party shall provide prompt written notice to the other Party at the end of the Force Majeure event detailing the end date, cause there of, damage caused there by and any repairs that were required as a result of the Force Majeure event, and the end date of the Force Majeure.

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

13.3 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.

SECTION 14: 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 15: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state of Idaho, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

SECTION 16: 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 17: 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 18: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. PacifiCorp's compliance with the terms of this Agreement is conditioned on Seller's submission to PacifiCorp prior to the Commercial Operation Date and maintaining thereafter copies of 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.

SECTION 19: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, except that no assignment hereof by either Party shall become effective without the written consent of both Parties being first obtained. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, any entity with which PacifiCorp may consolidate, or into which it may merge, or to which it may convey or transfer substantially all of its electric utility assets, shall automatically, without

further act, and without need of consent or approval by the Seller, succeed to all of PacifiCorp's rights, obligations, and interests under this Agreement. This article shall not prevent a financing entity with recorded or secured rights from exercising all rights and remedies available to it under law or contract. PacifiCorp shall have the right to be notified by the financing entity that it is exercising such rights or remedies.

SECTION 20: ENTIRE AGREEMENT

20.1 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.

20.2 By executing this Agreement, each Party releases the other from any claims, known or unknown, that may have arisen prior to the Effective Amendment Date with respect to the Facility and any predecessor facility proposed to have been constructed on the site of the Facility.

SECTION 21: NOTICES

21.1 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 <u>E-mail: SmallQF@PacifiCorp.com</u> Phone: (503) 813 - 52485380 Facsimile: (503) 813 - 6291 Duns: 00-790-9013 Federal Tax ID Number: 93-0246090	Lower Valley Energy, Inc. PO Box 188 Afton, Wyoming 83110 Attention Jim Webb,CEO Phone (307) 885-3175 Facsimile: (307) 885-5787
All Invoices:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
Scheduling:	Attn: Resource Planning, Suite 600 Phone: (503) 813 - 6090 Facsimile: (503) 813 - 6265	Attention Rick Knori Phone: (307) 739-6038

Notices	PacifiCorp	Seller
		Facsimile: (307) 739-1610
Payments:	Attn: Back Office, Suite 700 Phone: (503) 813 - 5578 Facsimile: (503) 813 - 5580	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
Wire Transfer:	Bank One N.A. To be provided in separate letter from PacifiCorp to Seller	To be provided in separate letter from Lower Valley Energy to Buyer
Credit and Collections:	Attn: Credit Manager, Suite 1900 700 Phone: (503) 813 - 5684 Facsimile: (503) 813-5609	Attention GayLynn Turner Phone (307) 885-6136 Facsimile: (307) 885-5787
With Additional Notices of an Event of Default or Potential Event of Default to:	Attn: PacifiCorp General Counsel Phone: (503) 813-5029 Facsimile: (503) 813- 7252 6761	James Webb, CEO Lower Valley Energy, Inc. Phone (307) 885-3175 Facsimile: (307) 885-5787

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

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

Seller

By: _____

By: _____

Name: Bruce Griswold
Title: Director Short Term Origination
and QF Contracts

Name: James R. Webb
Title: President/ CEO

EXHIBIT A

DESCRIPTION OF SELLER'S FACILITY

[Seller to Complete]

Seller's Facility consists of ~~two~~^{three} QFs, designated Facility_(lower), Facility_(upper), and Facility_(upperculinary) in this Agreement. Together, the Facility is described as:

Facility Capacity Rating: ~~1,475~~_(upper): 940 kW.

~~Identify the Maximum Facility Delivery Rate (the sum of the Maximum Facility Delivery Rate, Facility Capacity Rating_(lower)): 535 kW~~

~~Facility Capacity Rating_(upper and lower): 1475 kW~~

~~Facility Capacity Rating_(culinary): 225 kW~~

Facility Capacity Rating: 1,700 kW

Identify the Maximum Facility Delivery Rate:

Maximum Facility Delivery Rate_(upper): 940 kW

Maximum Facility Delivery Rate_(upper+lower): 597 kW

Maximum Facility Delivery Rate_(upper and lower): 1537 kW

Maximum Facility Delivery Rate_(culinary): 261 kW

Maximum Facility Delivery Rate: 1,537,798 kW.

EXHIBIT A – Lower

DESCRIPTION OF SELLER'S FACILITY_(LOWER)

[Seller to Complete]

Seller's Facility consists of one generator manufactured by Emerson Motor Company. More specifically, each generator at the Facility is described as:

Type (synchronous or inductive): S1 Induction Generator

Nameplate Part No.: 370780-000

Number of Phases: 3

Rated Output (kW): 597

Rated Output (kVA): 746

Rated Voltage (line to line): 480

Rated Current (A): Stator: 935 A; Rotor: Induction 935 A

Maximum kW Output ("Maximum Facility Delivery Rate_(lower)"): 597 kW

Maximum kVA Output: 746 kVA

Minimum kW Output: 0 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]:N/A

Facility Capacity Rating: 535 kW at Hz 60 A 935

Identify the maximum output of the generator(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: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service. Station Service loads are estimated to be 12,000 KWH per year

Location of the Facility: The Facility is located in Lincoln County, W Wyoming. The location is more particularly described as follows:

The project is located on Swift Creek, in Lincoln County, Wyoming, partially within the Bridger-Teton National Forest at approximately 42°43' 42.3531" N and 110°55' 00.70858" W.

~~[legal description of parcel]~~

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .81

EXHIBIT A – Upper
DESCRIPTION OF SELLER’S FACILITY_(UPPER)
[Seller to Complete]

Seller’s Facility_(upper) consists of one generator manufactured by Marelli Motori_____. More specifically, each generator at the Facility_(upper) is described as:

Type (synchronous or inductive): S1 Induction Generator

Model: C4G500 LC 10

Number of Phases: 3

Rated Output (kW): 940

Rated Output (kVA):

Rated Voltage (line to line):

Rated Current (A): Stator: 1131 A; Rotor: Induction 1131 A

Maximum kW Output (“Maximum Facility Delivery Rate_(upper)”): 940 kW

Maximum kVA Output: 986 kVA

Minimum kW Output: 0 kW

Manufacturer’s Guaranteed Cut-in Wind Speed [if applicable]:

Facility Capacity Rating_(upper): 940 kW at Hz 60 A
1360

Identify the Maximum Facility Delivery Rate_(upper) and describe any differences between that output and the Facility Capacity Rating_(upper):

Station service requirements, and other loads served by the Facility_(upper), if any, are described as follows: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service.

Location of the Facility_(upper): The Facility_(upper) is located in Lincoln County, W Wyoming. The location is more particularly described as follows:
The project is located on Swift Creek, in Lincoln County, Wyoming, partially within the Bridger-Teton National Forest at approximately 42°43’ N and 110°54’ W.

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .83

EXHIBIT A – Culinary

DESCRIPTION OF SELLER'S FACILITY_(CULINARY)

[Seller to Complete]

Seller's Facility_(culinary) consists of one generator manufactured by Emerson Motor Technologies. More specifically, each generator at the Facility_(culinary) is described as:

Type (synchronous or inductive): Inductive

Model: DI=68093

Number of Phases: 3

Rated Output (kW): 225 Rated Output (kVA):

Rated Voltage (line to line):

Rated Current (A): Stator: 480 A; Rotor: A

Maximum kW Output ("Maximum Facility Delivery Rate_(culinary)"): 261 kW

Maximum kVA Output: kVA

Minimum kW Output: 225 kW

Manufacturer's Guaranteed Cut-in Wind Speed [if applicable]: N/A

Facility Capacity Rating_(culinary): 225 kW at 60 Hz A

Identify the Maximum Facility Delivery Rate_(culinary) and describe any differences between that output and the Facility Capacity Rating_(culinary):

Station service requirements, and other loads served by the Facility_(culinary), if any, are described as follows: Station service loads are metered and connected on a separate service and meter from the 12.47 kv distribution system through a 120/240 single phase service. Station Service loads are estimated to be 14,500 KWH per year

Location of the Facility_(culinary): The Facility_(culinary) is located in Lincoln County, Wyoming. The location is more particularly described as follows: 42° 43' 53" N and 110° 51' 43" W

Power factor requirements:

Rated Power Factor (PF) or reactive load (kVAR): PF = .72

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. Describe the point(s) of metering, including the type of meter(s), and the owner of the meter(s) at Facility_(lower), Facility_(upper), and Facility_(upperculinary).

The Lower Swift Creek Facility and the Upper Swift Creek Facility are metered separately. The point of metering at each Facility is in the secondary compartment of the 277/480 step up transformers. The Lower Swift Creek Facility is a 750 kva transformer, The Upper Swift Creek Facility is a 1500 kva transformer. The metering is done by 500-5 CT's and a Gemstar JEM10 meter. The meters are owned by Bonneville Power Administration. The Culinary is metered in a 300 kva transformer with 200-5 CT's along with a Gemstar JEM10 meter; station service is metered with a Landis & Gyr FM2S meter both meters are owned by Bonneville Power Administration.

2. ——— Provide single line diagrams of Facility_(lower), Facility_(upper), and Facility_(upperculinary) including station use meter, Facility output meter(s), Interconnection Facilities, Points of Interconnection.

One-line diagrams of Facility_(lower), Facility_(upper), and Facility_(upperculinary) are attached. For both Facility_(lower) and Facility_(upper) the Point of Interconnection is the 12.47 kV side of the step-up transformer. For Facility_(culinary), the Point of Interconnection is the high side of the 300 KVA step-up-transformer.

3. Specify the Point of Delivery, and any transmission facilities on Seller's side of the Point of Delivery used to deliver Net Output.

The power will be delivered from the Lower Valley Energy distribution system to BPA. BPA will deliver the power to PacifiCorp at the Goshen Substation. See attached one-line diagram.

EXHIBIT C
REQUIRED FACILITY DOCUMENTS

REQUIRED OF ALL FACILITIES:

QF Certifications:

Facility_(lower): QF 10-157-000 and

Facility_(upper): QF 08-641-000

Facility_(culinary): QF 11-61-000

FERC Hydro Licenses:

Facility_(lower): P-1651

Facility_(upper): P-1651

Facility_(culinary): P-13301-022

Generation Interconnection Agreement: Not applicable

Fuel Supply Agreement, if applicable N/A

BPA point-to-point transmission service agreement:

For May 2011 to April 2012: Dated May 10, 2010, Ref # 73970298

For May 2012 to April 2015: Dated May 4, 2011, Ref # 75429714

The following Documents are required to complete this project:

Easements:

Permits:

EXHIBIT D

ENERGY DELIVERY SCHEDULE

	Upper Swift Creek Hydro ("Facility _{upper} ") 0.940MW Nameplate Capacity			Lower Swift Creek Hydro ("Facility _{lower} ") 0.535 MW Nameplate Capacity			Facility _{Total} Facility _{Upper} and Lower	
	Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)	Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)	SMED _{(upper and lower):} Scheduled Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)
January	193,440 154,720	0.2621	28% 22%	103,674	0.14	26%	297,114 258.394	0.4035
February	147,840 126,782	0.2219	23% 20%	82,376 65,772	-120.10	22% 18%	230,216 192.554	0.3429
March	163,680 127,107	0.2217	23% 18%	86,937 70,249	-120.09	22% 18%	250,617 197.356	0.3427
April	282,939 188,542	0.3926	42% 28%	121,562 87.236	-170.12	32% 23%	404,501 275.778	0.5638
May	477,827 259,394	0.6434	68% 37%	271,651 102,403	-370.13	69% 23%	749,478 361.797	1.0148
June	570,593 358,866	0.7977	84% 83%	362,918 301,939	-500.42	93% 70%	33,511 860.805	1.3019
July	576,258 614,905	0.7782	82% 88%	347,058 301,022	-470.40	88% 68%	923,316 915.927	1.2423
August	550,511 454,030	0.7461	79% 64%	237,126 162,980	-320.22	60% 37%	787,637 617.010	1.0608
September	382,459 274,580	0.5338	57% 45%	155,030 113,480	-220.15	41% 25%	537,489 388.060	0.7553
October	374,729 280,880	0.5038	54% 40%	149,273 95,020	-200.13	37% 22%	524,002 375.900	0.70505
November	300,058 217,480	0.4231	44% 32%	125,785	0.17	32% 29%	425,843 343.265	0.59
December	223,200 188,460	0.3025	32% 27%	113,611	0.15	28% 26%	336,811 302.071	0.45
TOTAL:	4,243,534 3,445,746	0.52	55%	2,157,000 1,643,171	0.26	49%	6,400,535 5,088,917	0.76

Culinary Hydro ("Facility _{culinary} ") 0.225 MW Nameplate Capacity		
SMED _{(culinary):} Scheduled Monthly Energy Delivery (kWh)	Avg. Delivery Rate (MW)	Monthly Capacity Factor (%)
January	59,700	36%

<u>February</u>	<u>23,000</u>	<u>0.03</u>	<u>15%</u>
<u>March</u>	<u>40,000</u>	<u>0.05</u>	<u>24%</u>
<u>April</u>	<u>94,400</u>	<u>0.13</u>	<u>58%</u>
<u>May</u>	<u>119,500</u>	<u>0.16</u>	<u>71%</u>
<u>June</u>	<u>132,200</u>	<u>0.18</u>	<u>82%</u>
<u>July</u>	<u>167,200</u>	<u>0.22</u>	<u>100%</u>
<u>August</u>	<u>160,100</u>	<u>0.22</u>	<u>96%</u>
<u>September</u>	<u>112,100</u>	<u>0.16</u>	<u>69%</u>
<u>October</u>	<u>82,900</u>	<u>0.11</u>	<u>50%</u>
<u>November</u>	<u>91,300</u>	<u>0.13</u>	<u>56%</u>
<u>December</u>	<u>76,100</u>	<u>0.10</u>	<u>45%</u>
TOTAL:	1,158,000		

Scheduled Maintenance – Seller will provide a suggested maintenance schedule annually.

|

EXHIBIT E

START-UP TESTING

Required factory testing includes such checks and tests necessary to determine that the equipment systems and subsystems have been properly manufactured and installed, function properly, and are in a condition to permit safe and efficient start-up of the Facility, which may include but are not limited to:

1. Test of mechanical and electrical equipment;
2. Calibration of all monitoring instruments;
3. Operating tests of all valves, operators, motor starters and motor;
4. Alarms, signals, and fail-safe or system shutdown control tests;
5. Point-to-point continuity tests;
6. Bench tests of protective devices; and
7. Tests required by manufacturer of equipment

Required start-up tests are those checks and tests necessary to determine that all features and equipment, systems, and subsystems have been properly installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PacifiCorp's electrical system, which may include but are not limited to:

1. Turbine/generator mechanical runs and functionality;
2. System operation tests;
3. Brake tests;
4. Energization of transformers;
5. Synchronizing tests (manual and auto);
6. Excitation and voltage regulation operation tests;
7. Auto stop/start sequence;
8. Completion of any state and federal environmental testing requirements.
9. Tests required by manufacturer of equipment;

For wind projects only, the following Wind Turbine Generator Installation Check Lists are required documents to be signed off by Manufacturer or Subcontract Category Commissioning Personnel as part of the Commissioning and startup testing:

Turbine Installation
Foundation Inspection
Controller Assembly
Power Cables

Cable Installation Check Lists including:

Controller
Top Deck / Yaw Deck
Tower Top Section / Saddle
Mid Section Cables or buss bars
Base Section

Tower Base Section
Tower Lights and Outlets
Tower Mid Section
Tower Top Section
Nacelle
Rotor

EXHIBIT F-1
MOTIVE FORCE PLAN

EXHIBIT F-2
ENGINEER'S CERTIFICATION

(1) THAT THE CULINARY FACILITY AVERAGE NET ENERGY ESTIMATE IS
1,158,000 KWH PER YEAR IN EACH FULL CALENDAR YEAR
OF THIS AGREEMENT;

_____ [Engineer's certification]

(2) THAT THE FACILITY, UNDER AVERAGE DESIGN CONDITIONS, LIKELY WILL
GENERATE NO MORE THAN 10 aMW IN ANY CALENDAR MONTH.

_____ [Engineer's certification]

EXHIBIT G¹**SAMPLE ENERGY PURCHASE PRICE CALCULATIONS**

The following are samples of calculations of energy purchase prices using the formula and tables in Section 5.1.

The calculation for the purchase price during an On-Peak Hour in May of 2009 is \$76.73/MWh (the 2009 annual rate for Conforming Energy) multiplied by 92% (0.92) (the May On-Peak Hour multiplier), which equals \$70.59/MWh.

Table 3: Sample Calculations for Conforming Energy in 2009 [Purchase Price = annual rate * monthly On-Peak/Off-Peak multiplier].

Month	Conforming Energy Annual Rate for 2009 (per MWh)	On-Peak Hour Multiplier	Calculated Purchase Price for 2009 On-Peak Conforming Energy (per MWh)	Off-Peak Hour Multiplier	Calculated Purchase Price for 2009 Off-Peak Conforming Energy (per MWh)
January	\$76.73	103%	\$79.03	94%	\$72.13
February	\$76.73	105%	\$80.57	97%	\$74.43
March	\$76.73	95%	\$72.89	80%	\$61.38
April	\$76.73	95%	\$72.89	76%	\$58.31
May	\$76.73	92%	\$70.59	63%	\$48.34
June	\$76.73	94%	\$72.13	65%	\$49.87
July	\$76.73	121%	\$92.84	92%	\$70.59
August	\$76.73	121%	\$92.84	106%	\$81.33
September	\$76.73	109%	\$83.64	99%	\$75.96
October	\$76.73	115%	\$88.24	105%	\$80.57
November	\$76.73	110%	\$84.40	96%	\$73.66
December	\$76.73	129%	\$98.98	120%	\$92.08

¹ This example does not include rates for the Culinary Facility, which will be calculated using the Conforming Energy rate for the Culinary Facility using the methodology above.

EXHIBIT H

Seller Authorization to Release Generation Data to PacifiCorp

~~[TO BE REPLACED WITH SEPARATE EXHIBIT H CONTAINING SELLER'S
LETTERHEAD.]~~

[Interconnection Customer Letterhead]

[Address to Interconnected Utility]

**RE: Upper Swift Creek, Lower Swift Creek, and Culinary Hydroelectric
Interconnections**

Dear Sir:

Lower Valley Energy, Inc. hereby voluntarily authorizes Lower Valley Energy, Inc. to share Lower Valley Energy, Inc.'s generator interconnection information and generator meter data relating to Lower Valley Energy, Inc.'s Upper Swift Creek, Lower Swift Creek, and Culinary Qualifying Facility located in Lincoln County, Wyoming with Marketing Affiliate employees of PacifiCorp Energy, including, but not limited to those in the Commercial and Trading group. Lower Valley Energy, Inc. acknowledges that PacifiCorp did not provide it any preferences, either operational or rate-related, in exchange for this voluntary consent.

Name

Title

Date

ADDENDUM W

GENERATION SCHEDULING ADDENDUM

WHEREAS, Seller's Facility will not interconnect directly to PacifiCorp's System;

WHEREAS, Seller and PacifiCorp have not executed, and will not execute, a generation interconnection agreement in conjunction with the Power Purchase Agreement;

WHEREAS, Seller has elected to exercise its right under PURPA to deliver Net Output from its QF Facility to PacifiCorp via one (or more) Transmitting Entities.

WHEREAS, PacifiCorp desires that Seller schedule delivery of Net Output to the Point of Delivery on a firm, hourly basis;

WHEREAS, PacifiCorp does not intend to buy, and Seller does not intend to deliver, more or less than Net Output from the Facility (except as expressly provided, below);

THEREFORE, Seller and PacifiCorp do hereby agree to the following, which shall become part of their Power Purchase Agreement:

DEFINITIONS

The meaning of the terms defined in the Power Purchase Agreement ("this Agreement") and this **Addendum W** shall apply to this Addendum:

"Day" means midnight to midnight, prevailing local time at the Point of Delivery, or any other mutually agreeable 24-hour period.

"Energy Imbalance Accumulation," or **"EIA,"** means, for a given Settlement Period, the accumulated difference (beginning at zero (0) at the start of each Settlement Period) between Seller's Net Output and the energy actually delivered at the Point of Delivery. Each Settlement Period contains two independent EIAs, one for On-Peak Hours and one for Off-Peak Hours. A positive accumulated difference indicates Seller's delivery of Surplus Delivery.

"Firm Delivery" means uninterruptible transmission service that is reserved and/or scheduled between the Points of Interconnection and the Point of Delivery pursuant to Seller's Transmission Agreement(s).

"Settlement Period" means one month unless changed pursuant to Section 9 of this Addendum.

"Supplemented Output" means any increment of scheduled hourly energy or capacity delivered to the Point of Delivery in excess of the Facility's Net Output during that same hour.

"Surplus Delivery" means any energy delivered to the Point of Delivery by the Facility in excess of hourly Net Output that is not offset by the delivery of energy to the Point of Delivery in deficit of hourly Net Output during the Settlement Period. PacifiCorp shall accept Surplus Delivery, but shall not pay for it.

**SELLER'S OBLIGATIONS IN LIEU OF THOSE CONTAINED IN A
GENERATION INTERCONNECTION AGREEMENT.**

1. **Seller's Responsibility to Arrange for Delivery of Net Output to Point of Delivery.** Seller shall arrange for the Firm Delivery of Net Output to the Point of Delivery. Seller shall comply with the terms and conditions of the Transmission Agreement(s) between the Seller and the Transmitting Entity(s).

2. **Seller's Responsibility to Schedule Delivery.** Seller shall coordinate with the Transmitting Entity(s) to provide PacifiCorp with a schedule of the next Day's hourly scheduled Net Output deliveries to the Point of Delivery at least 24 (twenty-four) hours prior to the beginning of the day being scheduled, and otherwise in accordance with the WECC Prescheduling Calendar (which is updated annually and may be downloaded at: <http://www.wecc.biz/>).

3. **Seller's Responsibility to Maintain Interconnection Facilities.** PacifiCorp shall have no obligation to install or maintain any interconnection facilities on Seller's side of the Points of Interconnection. PacifiCorp shall not pay any costs arising from Seller interconnecting its Facility with the Transmitting Entity(s).

4. **Seller's Responsibility to Pay Transmission Costs.** Seller shall make all arrangements for, and pay all costs associated with, transmitting Net Output to PacifiCorp, scheduling energy into the PacifiCorp system and any other costs associated with delivering the Seller's Net Output to the Point of Delivery.

5. **Energy Reserve Requirements.** The Transmitting Entity(s) shall provide all generation reserves as required by the WECC and/or as required by any other governing agency or industry standard to deliver the Net Energy to the Point of Delivery, at no cost to PacifiCorp.

6. **Seller's Responsibility to Report Net Output.** On or before the tenth (10th) day following the end of each Billing Period, Seller shall send a report documenting hourly station service, Inadvertent Energy (energy delivered to the Point of Interconnection_(x)) at an average hourly rate exceeding the Maximum Facility Delivery Rate_(x), and Net Output from the Facility during the previous Billing Period, in columnar format substantially similar to the attached **Example 1**. If requested, Seller shall provide an electronic copy of the data used to calculate Net Output, in a standard format specified by PacifiCorp. For each day Seller is late delivering the certified report, PacifiCorp shall be entitled to postpone its payment deadline in Section 9 of this Agreement by one day. Seller hereby grants PacifiCorp the right to audit its certified reports of hourly Net Output. In the event of discovery of a billing error resulting in underpayment or overpayment, the Parties agree to limit recovery to a period of three years from the date of discovery.

7. **Seller's Supplemental Representations and Warranties.** In addition to the Seller's representations and warranties contained in Section 3 of this Agreement, Seller warrants that:

(a) Seller's Supplemented Output, if any, results from Seller's purchase of some form of energy imbalance ancillary service;

(b) The Transmitting Entity(s) requires Seller to procure the service, above, as a condition of providing transmission service;

(c) The Transmitting Entity(s) requires Seller to schedule deliveries of Net Output to the Point of Delivery in increments of no less than one (1) megawatt;

(d) Seller is not attempting to sell PacifiCorp energy or capacity in excess of its Net Output; and

(e) The energy imbalance service, above, is designed to correct a mismatch between energy scheduled by the QF and the actual real-time production by the QF.

(f) Seller shall not schedule delivery to the Point of Delivery at a rate exceeding the Maximum Facility Delivery Rate rounded up to the nearest whole megawatt.

8. **Seller's Right to Deliver Supplemented Output.** In reliance upon Seller's warranties in Section 7, above, PacifiCorp agrees to accept and pay for Supplemented Output by treating it as Net Output for those purposes; *provided, however, that* Seller agrees to achieve an EIA of zero (0) kilowatt-hours during On-Peak Hours and an EIA of zero (0) kilowatt-hours during Off-Peak Hours at the end of each Settlement Period.

(a) **Remedy for Seller's Positive Energy Imbalance Accumulations.** In the event Seller does not achieve zero (0) EIA at the end of a Settlement Period, any positive balance shall be Surplus Delivery and shall not be included in or treated as Net Output. PacifiCorp will include an accounting of Surplus Delivery in each monthly statement provided to Seller pursuant to Section 9.1 of this Agreement.

(b) **Negative Energy Imbalance Accumulations.** A negative EIA at the end of a Settlement Period (indicating that the Transmitting Entity has delivered less than Seller's Net Output) will not result in any corresponding compensation by PacifiCorp.

(c) **Allocation between Projects for Payment Purposes.** Net Output metered at the Point of Delivery (except Surplus Delivery) will be allocated to each individual Facility in proportion to its share of the total Net Output metered at the Points of Interconnection, independently for On-peak and Off-peak Hours. This proportional allocation is for purposes of determining the amount of Conforming and Non-Conforming Energy for each of Facility_(upper and lower) and Facility_(culinary) and for determining the applicable rate for Net Output. An example calculation of allocation of Energy Imbalance Accumulation among the Facilities is below the Examples.

9. **PacifiCorp's Option to Change Settlement Period.** In the event PacifiCorp reasonably determines that doing so likely will have a *de minimis* net effect upon the cost of Seller's Net Output to PacifiCorp, it may elect to enlarge the Settlement Period, up to a maximum of one Contract Year. Conversely, if PacifiCorp reasonably determines, based on the QF's performance during the current year, that reducing the Settlement Period likely will significantly lower the net cost of Seller's Net Output to PacifiCorp, it shall have the right to shorten Seller's EIA settlement period beginning the first day of the following Contract Year. However, in no case shall the Settlement Period be less than one month. If a Settlement Period does not coincide with a Billing Period, PacifiCorp shall deduct any amount paid for Surplus Delivery during that Settlement Period from the Billing Period terminating concurrently or soonest subsequently to the Settlement Period.

EXAMPLES

Seller's Output Reporting Requirement

Example of Seller's Output Reporting Requirement – Seller would complete (1) one reporting table for Facility_(culinary), (2) one reporting table for Facility_(lower) and, (3) one reporting table for Facility_(upper), and (4) one table with the summed Net Output of Facility_(lower) and Facility_(upper).

Day	Hour ending (HE)	A	B	C (=A-B)	D	E (=Max (0, C-D))	F (C-E)
		Meter Reading ^ψ at Point of Interconnection _{n(lower)} (MWh)	Meter reading at Station Power Meter _(lower) * (MWh)	Adjusted Gross Output _(lower) (MWh)	Maximum Facility Delivery Rate _(lower) (MW)	Inadvertent Energy _(lower) (MWh)	Net Output _(lower) (MWh)
1	7:00	0.50	0.01	0.49	1.50	0	0.49
1	8:00	0.50	0.02	0.48	1.50	0	0.48
1	9:00	0.50	0.01	0.49	1.50	0	0.49
1	10:00	0.50	0.01	0.49	1.50	0	0.49
1	11:00	0.50	0.01	0.49	1.50	0	0.49
1	12:00	1.60	0.01	1.59	1.50	0.09	1.50
1	13:00	1.70	0.01	1.69	1.50	0.19	1.50
1	14:00	1.60	0.01	1.59	1.50	0.09	1.50
1	15:00	1.50	0.01	1.49	1.50	0	1.49
1	16:00	1.50	0.01	1.50	1.50	0	1.50
1	17:00	1.50	0.00	1.50	1.50	0	1.50
1	18:00	1.50	0.01	1.49	1.50	0	1.49
1	19:00	0.50	0.02	0.48	1.50	0	0.48
1	0:00	.50	.01	.49	.50		.49

ψ Seller shall show adjustment of Meter Reading for losses, if any, between point of metering_(x) and the Point of Interconnection_(x), in accordance with Section 8.1.

* Does not apply if Station Service is provided from the gross output of the Facility.

Day	Hour ending (HE)	F Net Output _G (F _(lower)) (MWh)	L Net Output _H (F _(upper)) (MWh)	K Net Output (MWh) (G+H)
1	7:00	0.49	0.20	0.69
1	Hour ending (HE)	Output _(lower) (MWh)	Output _(upper) (MWh)	Output _(upper and lower)

				(MWh)
1	8:00	<u>---0.49</u>	<u>---0.20</u>	<u>---0.69</u>
1	9:00	<u>0.49</u>	<u>0.21</u>	<u>0.70</u>

Example Calculation for the Allocation of Energy Imbalance Accumulation to Net Output of Facilities

for Off-Peak Hours in a hypothetical Settlement Period of the month of April:

	Variable	Value	Source
A	<u>Total Off-Peak Net Output_(upper and lower) in April:</u>	404 MWh	<u>Total Off-Peak Net Output_(upper and lower) from Seller's required output reporting table, based on meters</u>
B	<u>Total Off-Peak Net Output_(culinary) in April:</u>	135 MWh	<u>Total Off-Peak Net Output_(culinary) from Seller's required output reporting table, based on meters</u>
C	<u>Total Off-Peak Net Output of all Facilities in April:</u>	539 MWh	Line A + Line B
D	<u>Percent of Total Off-Peak Net Output from Facility_(upper and lower):</u>	74.95%	$(\text{Line A} / \text{Line C}) * 100\%$
E	<u>Percent of Total Off-Peak Net Output from Facility_(culinary):</u>	25.05%	$(\text{Line B} / \text{Line C}) * 100\%$
F	<u>Total Off-Peak Energy Delivered to Point of Delivery by Transmitting Entity(s) in April:</u>	500 MWh	<u>Metered energy delivered by BPA at the Point of Delivery</u>
G	<u>Energy Imbalance Accumulation</u>	<u>-39 MWh</u>	Line F - Line C
H	<u>Surplus Delivery, if any:</u>	<u>0 MWh</u>	Greater of 0 or Line G
I	<u>Negative EIA, if any, attributable to Facility_(upper and lower):</u>	-29.23 MWh	Lesser of 0 or $(\text{Line G} * \text{Line D})$
J	<u>Negative EIA, if any, attributable to Facility_(culinary):</u>	-9.77 MWh	Lesser of 0 or $(\text{Line G} * \text{Line E})$
K	<u>Delivered Off-Peak Net Output_(upper and lower):</u>	<u>374.77 MWh</u>	Line A + Line I
L	<u>Delivered Off-Peak Net Output_(culinary):</u>	<u>125.23 MWh</u>	Line B + Line J

To determine delivered On-Peak Net Output for each Facility, the above calculation is repeated using On-Peak values for generated Net Output in Lines A and B and energy deliveries by Transmitting Entity(s) in Line F.