

December 6, 2018

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: *PacifiCorp*
Docket No. ER19-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2012), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2018), and Order No. 714¹ regarding electronic filing of tariff submissions, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Engineering and Procurement Agreement ("E&P Agreement"), between Invenergy Solar Development North America, LLC ("Invenergy Solar") and PacifiCorp, executed November 19, 2018, to be designated as PacifiCorp Service Agreement No. 914 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

1. Background and Reason for Filing

Invenergy Solar has requested generation interconnection service of 60.75 megawatts of electrical generation facilities with PacifiCorp's transmission system. In order for Invenergy Solar to obtain interconnection service, it will be necessary for PacifiCorp to construct certain facilities. To that end, Invenergy Solar requests that PacifiCorp begin certain activities prior to the execution of a Large Generator Interconnection Agreement ("LGIA"). During the period prior to the execution of the LGIA, the parties have entered into the E&P Agreement, dated November 19, 2018. This agreement provides the terms and conditions under which PacifiCorp is authorized to design, engineer, and procure items necessary to advance the implementation of the interconnection. PacifiCorp respectfully requests the Commission accept the E&P Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

The E&P Agreement is being filed within 30 days of service commencing. Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp requests an effective date of November 19, 2018 for the E&P Agreement. To the extent any requirements of the Commission's regulations are not met by this filing, PacifiCorp respectfully requests waiver thereof.

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

3. Designation

PacifiCorp respectfully requests that the E&P Agreement be designated as PacifiCorp Service Agreement No. 914.

4. Enclosure

The following enclosure is attached hereto:

Enclosure E&P Agreement between Invenergy Solar and PacifiCorp, to be designated as PacifiCorp Service Agreement No. 914

5. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons:

Thomas C. Woodworth
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1800
Portland, OR 97232
(503) 813-5356
Tom.Woodworth@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah St., Suite 1600
Portland, OR 97232
(503) 813-6938
Richard.Vail@PacifiCorp.com

6. Notice

Pursuant to §35.3 of the Commission’s regulations (18 C.F.R. § 35.3 (2018)), a copy of this filing is being served on the following:

Jenny Liu
Invenergy Solar Development North America, LLC
One South Wacker Drive, Suite 1800
Chicago, IL 60606
JLiu@invenergylc.com

Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148
PUC.FilingCenter@state.or.us

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Thomas C. Woodworth
Thomas C. Woodworth
Attorney for PacifiCorp

ENGINEERING AND PROCUREMENT AGREEMENT

THIS ENGINEERING AND PROCUREMENT AGREEMENT (“Agreement”) is made and entered into this 19th day of November, 2018, by and between PacifiCorp, (“Transmission Provider”) and Invenergy Solar Development North America, LLC (Q850), (“Interconnection Customer”). Interconnection Customer and Transmission Provider each may be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

WHEREAS, Transmission Provider has an Open Access Transmission Tariff (“OATT”) on file with the Federal Energy Regulatory Commission (“FERC”) and provides Generation Interconnection Service on its transmission system;

WHEREAS, Interconnection Customer is in the process of developing a site that includes lands in Crook County, Oregon and for which Interconnection Customer has made application to Transmission Provider for the interconnection of 60.75 megawatts of electrical generation facilities upon such lands pursuant to request Q850 (the “Project”);

WHEREAS, Interconnection Customer has requested Generation Interconnection Service for the Project from Transmission Provider pursuant to the OATT;

WHEREAS, Transmission Provider has provided to Interconnection Customer the results of a system impact study (“System Impact Study”) which identified the facilities necessary for the interconnection of the proposed Generating Facility with Transmission Provider’s system;

WHEREAS, the Parties are in the process of completing a facilities study (“Facilities Study”), which will further develop and outline the facilities necessary for the interconnection of the proposed Generating Facility with Transmission Provider’s system along with an updated estimated cost and time required to construct the proposed interconnection facilities;

WHEREAS, to advance the implementation of the interconnection, Interconnection Customer requests that Transmission Provider begin certain activities relative to the interconnection of the Project prior to the execution of the Large Generator Interconnection Agreement (“LGIA”);

WHEREAS, upon the request by the Interconnection Customer, Transmission Provider may offer an engineering and procurement agreement that authorizes Transmission Provider to begin work described herein necessary for the establishment of the interconnection;

WHEREAS, the Parties recognize that this Agreement does not have the effect of altering Interconnection Customer’s position in Transmission Provider’s generator interconnection queue or the projected in-service date for the Project; and

WHEREAS, the Parties wish to set forth their agreement with respect to such engineering and procurement services related to the construction of the Transmission Provider’s Interconnection Facilities and Network Upgrades and payment for such services;

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

Agreement

1. Definitions. Unless specifically defined herein, capitalized terms shall have the meaning as defined in the OATT.

2. Effective Date, Term and Termination. This Agreement shall be effective upon the later of the following: (1) the date of execution by both Parties, or (2) the effective date established by FERC upon acceptance for filing.

This Agreement shall remain in effect until 90 days after the earliest of the following to occur:

- (a) Execution by the Parties of the LGIA;
- (b) Termination of the Agreement as provided in Section 9 of this Agreement (Authorization of Additional Amounts for Project Costs); or
- (c) Termination of the Agreement as provided in Section 10 of this Agreement (Right to Stop Work).

Notwithstanding the foregoing, the provisions of this Agreement necessary to ensure payment of amounts due hereunder by one Party to the other Party shall continue in effect until each Party has satisfied its payment obligations to the other, if any.

3. Engineering and Procurement Services to Be Provided. Execution of this Agreement shall not obligate Transmission Provider to perform any construction work, acquire easements, provide Interconnection Service, or to undertake any other obligations not expressly set forth in this Agreement. In accordance with the terms of this Agreement and provided that Interconnection Customer (a) is not in default under the terms of this Agreement, or (b) has not failed to comply with any prerequisites specified in the OATT, Transmission Provider shall commence the engineering services as further described herein ("Engineering Services") and the procurement services as further described herein ("Procurement Services").

Engineering Services shall mean the services set out in Exhibit A and shall also include such other services as Transmission Provider believes are reasonably necessary to engineer and design the Interconnection Facilities and Network Upgrades. Engineering Services shall also include the services of any consultant or professional engineering firms that may be retained by Interconnection Customer, except that Interconnection Customer may retain only those consultants or professional engineering firms approved by the Transmission Provider. Transmission Provider shall timely review such professional engineering firms.

Procurement Services shall mean the services set out in Exhibit A and shall also include such other services as Transmission Provider believes are reasonably necessary to specify, obtain bids, place purchase orders and otherwise to procure materials, equipment and contractors in connection therewith for the completion of the Interconnection Facilities and Network Upgrades. The Engineering Services and Procurement Services shall be collectively referred to herein as the "Services."

4. Modification of Services. At Interconnection Customer's request, the Services set out in Exhibit A have been defined prior to completion of the Facilities Study. As a consequence, the Parties acknowledge and accept that the estimates and scope of Services described in Exhibit A are not binding on the part of Transmission Provider and that Exhibit A may require modification to reflect engineering requirements of the Interconnection Facilities or Network Upgrades based on the results of the Facilities Study. Such modifications shall include those deemed reasonably necessary by the Transmission Provider in preparation for the construction of the Interconnection Facilities or Network Upgrades. Interconnection Customer, and anyone claiming by, through or under Interconnection Customer, hereby waives its right to recover from and fully and irrevocably releases

Transmission Provider from any and all claims, responsibility and/or liability that Interconnection Customer may now have or hereafter acquire against Transmission Provider for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to such modifications.

5. Performance Standards. Each Party shall perform all its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice (as such terms are defined in the OATT), and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in breach of this Agreement for compliance therewith. Notwithstanding anything in this Agreement to the contrary, in no event shall Transmission Provider be responsible under the terms of this Agreement for any delay in completion of the requested Services.

6. Access Rights. Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to perform all its obligations under this Agreement.

7. Lands of Other Property Owners. If any part of the Interconnection Facilities or Network Upgrades are to be installed on property owned by or under the control of persons other than Interconnection Customer or Transmission Provider, Interconnection Customer shall at its own expense use efforts to procure from such persons any property rights in fee, perpetual lease, or other property rights in a form acceptable to the Transmission Provider that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnection Facilities or Network Upgrades and upon such property.

8. Project Costs. Interconnection Customer shall be responsible to reimburse and pay Transmission Provider for all costs and expenses reasonably incurred by Transmission Provider in connection with providing the Services pursuant to this Agreement ("Project Costs"). Project Costs shall include all reasonable and documented costs, charges, and expenses incurred by Transmission Provider in connection with the performance of the Services, including all of Transmission Provider's reasonable internal costs, overheads, third-party expenses, and cost of supplies, and any other amounts owed to Transmission Provider under the terms of this Agreement, including without limitation, all reasonable costs incurred by Transmission Provider in performing the activities described in Exhibit A, Scope of Work. Interconnection Customer shall pay Transmission Provider for all Project Costs incurred, subject to the terms of this Agreement, including any additional costs incurred under Section 4 of this Agreement, Modification of Services. Interconnection Customer hereby authorizes Transmission Provider to incur Project Costs in an initial amount of up to \$500,000 ("Authorized Amount"), due to Transmission Provider upon execution of this Agreement. Transmission Provider's obligation to proceed with the Services shall be contingent upon receipt of the Authorized Amount.

9. Authorization of Additional Amounts for Project Costs. In the event that Transmission Provider determines Project Costs may exceed Authorized Amount, Transmission Provider shall notify Interconnection Customer and request that Interconnection provide written approval authorizing such additional amounts for Project Costs within thirty (30) days of such notice. Transmission Provider's obligation to proceed with the Services associated with such additional amounts shall be contingent upon receipt of such approval, along with a prepayment in such additional amount. Interconnection Customer shall be responsible for such Project Costs, as increased pursuant to such written authorization. If Interconnection Customer does not authorize such additional amounts within such thirty (30) day period, this Agreement shall terminate after Transmission Provider gives Interconnection Customer written notice and an additional fifteen (15) days to cure.

10. Right to Stop Work. Interconnection Customer reserves the right, upon seven (7) days advance written notice to Transmission Provider, to require Transmission Provider at any time to stop all work by Transmission Provider pursuant to this Agreement, provided that such stop-work order is the result of suspension or termination of construction of the Generating Facility. Issuance of any such stop-work order shall terminate this

Agreement. Upon issuance of any such stop-work order, Interconnection Customer's Application for Generation Interconnection Service for the Generating Facility shall be deemed withdrawn. Upon issuance of any such stop-work order, Interconnection Customer shall pay in accordance with section 11 below, the Project Costs Transmission Provider (a) has incurred prior to the stoppage of work, including, without limitation, the costs incurred in connection with the cancellation of third-party contracts and any cancellation costs for equipment that is already ordered for the Interconnection Facilities or Network Upgrades in accordance with the terms and conditions of Section 44 of Transmission Provider's Large Generator Interconnection Procedures.

11. Billing. Transmission Provider shall provide Interconnection Customer with an invoice listing services performed and amounts due hereunder, showing credit for any prepayment of Project Costs made by Interconnection Customer. Interconnection Customer shall pay amounts due within thirty (30) days of the invoice date. Any refund due from Transmission Provider shall be paid to Interconnection Customer within thirty (30) days of the invoice date. If Interconnection Customer disputes any portion of the amount due, Interconnection Customer shall pay the total bill and shall designate the disputed portion, and resolve the dispute in accordance with Article 27 of the OATT.

12. Indemnification. Subject to the limitations contained in Section 13 below, the Parties shall at all times indemnify, defend, and hold the other Party harmless, from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations under this Agreement, except in the case of gross negligence or intentional wrongdoing by the indemnified party.

13. Remedies; Waiver; Warranty. Either Party may exercise any or all of its rights and remedies under this Agreement, the OATT and under any applicable laws, rules and regulations. Transmission Provider's liability for any action arising out of its activities relating to this Agreement shall be limited to the refund of amounts received hereunder. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY OF THE OTHER PARTY'S ECONOMIC LOSSES, COSTS OR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. No provision of this Agreement or the OATT shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the OATT or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the OATT shall be deemed a waiver of any other provision of this Agreement, the OATT or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. Transmission Provider warrants that the work it performs hereunder shall be consistent with Good Utility Practice. TRANSMISSION PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL SIMILAR WARRANTIES.

14. Force Majeure. Neither Party shall be subject to any liability or damages for failure to perform their respective obligations hereunder to the extent that such failure is due to causes beyond the control of the Party claiming force majeure protection, including but not limited to the following: (a) the operation and effect of any laws, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. The Party claiming force majeure protection under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

15. Assignment. Transmission Provider may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in

conjunction with a merger, consolidation or other business reorganization to which PacifiCorp is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Interconnection Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

16. Notice. Any notice required to be given hereunder shall be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, or upon delivery if delivered by prepaid commercial courier service, to either of the Parties hereto at their respective addresses as follows:

To Interconnection Customer:

Jenny Liu
Invenergy Solar Development North America, LLC
One South Wacker Drive, Suite 1800
Chicago, IL 60606
Telephone Number: 312-582-1821

To Transmission Provider:

Kristopher Bremer
Director, Generation Interconnection
PacifiCorp
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232
Telephone Number: (503) 813-6496

17. Governing Law. Except to the extent preempted by federal law, this Agreement shall in all respects be interpreted, and enforced in accordance with the laws of the State of Oregon without reference to rules governing conflicts of laws.

18. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

19. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason by a court or governmental agency of competent jurisdiction, then the objectionable portions of the provision shall be stricken, and all other provisions of this Agreement shall remain unaffected and in force. The Parties shall be relieved of their obligations only to the extent necessary to eliminate the objectionable portions unless a court or governmental agency of competent jurisdiction holds that the invalidated provision is not separable from the remainder of this Agreement.

20. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN

WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

21. Exhibit Incorporated. The Exhibit A to this Agreement, attached hereto, is incorporated and made part of this Agreement.

22. Recitals, Headings. The recitals, headings, and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation.

23. Complete Agreement; Amendment. This Agreement sets forth the entire Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior Agreements of the Parties with respect to its subject matter. No amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PACIFICORP

Invenergy Solar Development North America, LLC
(Q850)

By: /s/ Rick Vail
Rick Vail
Title: VP, Transmission
Date: 11/19/18

By: /s/ James Williams
James Williams
Title: Vice President
Date: 11/13/18

Exhibit A**Engineering and Procurement Services**

Note: this is not intended to be as comprehensive as the LGIA in scope, nor is it intended to limit activities under this E&P Agreement.

Transmission Provider

- Initial engineering and procurement for the following subordinate locations, as identified in the Interconnection System Impact Study dated July 31, 2018:
 - Direct Assigned subordinates:
 - Q850 POI substation, Q745 POI substation, BPA
 - Network Upgrade subordinates:
 - Q850 POI substation, Houston Lake substation, Houston Lake-Ponderosa transmission line, Ponderosa substation, Q745-Redmond transmission line
- Initial property rights procurement for Transmission Provider facilities at the above mentioned locations.

Interconnection Customer

- Payment for initial engineering and procurement done by Transmission Provider
- Engineering/technical support for Transmission Provider (inclusive of conveying technical information to Transmission Provider upon request)
- Property Rights procurement for Interconnection Customer controlled land on which Transmission Provider may require access (i.e. land on which a Transmission Provider structure rests at an Interconnection Customer owned site)

ENGINEERING AND PROCUREMENT AGREEMENT

THIS ENGINEERING AND PROCUREMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 20___, by and between PacifiCorp, ("Transmission Provider") and Invenergy Solar Development North America, LLC (Q850), ("Interconnection Customer"). Interconnection Customer and Transmission Provider each may be referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS, Transmission Provider has an Open Access Transmission Tariff ("OATT") on file with the Federal Energy Regulatory Commission ("FERC") and provides Generation Interconnection Service on its transmission system;

WHEREAS, Interconnection Customer is in the process of developing a site that includes lands in Crook County, Oregon and for which Interconnection Customer has made application to Transmission Provider for the interconnection of 60.75 megawatts of electrical generation facilities upon such lands pursuant to request Q850 (the "Project");

WHEREAS, Interconnection Customer has requested Generation Interconnection Service for the Project from Transmission Provider pursuant to the OATT;

WHEREAS, Transmission Provider has provided to Interconnection Customer the results of a system impact study ("System Impact Study") which identified the facilities necessary for the interconnection of the proposed Generating Facility with Transmission Provider's system;

WHEREAS, the Parties are in the process of completing a facilities study ("Facilities Study"), which will further develop and outline the facilities necessary for the interconnection of the proposed Generating Facility with Transmission Provider's system along with an updated estimated cost and time required to construct the proposed interconnection facilities;

WHEREAS, to advance the implementation of the interconnection, Interconnection Customer requests that Transmission Provider begin certain activities relative to the interconnection of the Project prior to the execution of the Large Generator Interconnection Agreement ("LGIA");

WHEREAS, upon the request by the Interconnection Customer, Transmission Provider may offer an engineering and procurement agreement that authorizes Transmission Provider to begin work described herein necessary for the establishment of the interconnection;

WHEREAS, the Parties recognize that this Agreement does not have the effect of altering Interconnection Customer's position in Transmission Provider's generator interconnection queue or the projected in-service date for the Project; and

WHEREAS, the Parties wish to set forth their agreement with respect to such engineering and procurement services related to the construction of the Transmission Provider's Interconnection Facilities and Network Upgrades and payment for such services;

NOW THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

Agreement

1. **Definitions.** Unless specifically defined herein, capitalized terms shall have the meaning as defined in the OATT.

2. **Effective Date, Term and Termination.** This Agreement shall be effective upon the later of the following: (1) the date of execution by both Parties, or (2) the effective date established by FERC upon acceptance for filing.

This Agreement shall remain in effect until 90 days after the earliest of the following to occur:

- (a) Execution by the Parties of the LGIA;
- (b) Termination of the Agreement as provided in Section 9 of this Agreement (Authorization of Additional Amounts for Project Costs); or
- (c) Termination of the Agreement as provided in Section 10 of this Agreement (Right to Stop Work).

Notwithstanding the foregoing, the provisions of this Agreement necessary to ensure payment of amounts due hereunder by one Party to the other Party shall continue in effect until each Party has satisfied its payment obligations to the other, if any.

3. **Engineering and Procurement Services to Be Provided.** Execution of this Agreement shall not obligate Transmission Provider to perform any construction work, acquire easements, provide Interconnection Service, or to undertake any other obligations not expressly set forth in this Agreement. In accordance with the terms of this Agreement and provided that Interconnection Customer (a) is not in default under the terms of this Agreement, or (b) has not failed to comply with any prerequisites specified in the OATT, Transmission Provider shall commence the engineering services as further described herein ("Engineering Services") and the procurement services as further described herein ("Procurement Services").

Engineering Services shall mean the services set out in Exhibit A and shall also include such other services as Transmission Provider believes are reasonably necessary to engineer and design the Interconnection Facilities and Network Upgrades. Engineering Services shall also include the services of any consultant or professional engineering firms that may be retained by Interconnection Customer, except that Interconnection Customer may retain only those consultants or professional engineering firms approved by the Transmission Provider. Transmission Provider shall timely review such professional engineering firms.

Procurement Services shall mean the services set out in Exhibit A and shall also include such other services as Transmission Provider believes are reasonably necessary to specify, obtain bids, place purchase orders and otherwise to procure materials, equipment and contractors in connection therewith for the completion of the Interconnection Facilities and Network Upgrades. The Engineering Services and Procurement Services shall be collectively referred to herein as the "Services."

4. **Modification of Services.** At Interconnection Customer's request, the Services set out in Exhibit A have been defined prior to completion of the Facilities Study. As a consequence, the Parties acknowledge and accept that the estimates and scope of Services described in Exhibit A are not binding on the part of Transmission Provider and that Exhibit A may require modification to reflect engineering requirements of the Interconnection Facilities or Network Upgrades based on the results of the Facilities Study. Such modifications shall include those deemed reasonably necessary by the Transmission Provider in preparation for the construction of the Interconnection Facilities or Network Upgrades. Interconnection Customer, and anyone claiming by, through or under Interconnection Customer, hereby waives its right to recover from and fully and irrevocably releases Transmission Provider from any and all claims, responsibility and/or liability that Interconnection Customer may now have or hereafter acquire against Transmission Provider for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to such modifications.

5. **Performance Standards.** Each Party shall perform all its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards, and Good Utility Practice (as such terms are defined in the OATT), and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in breach of this Agreement for compliance therewith. Notwithstanding anything in this Agreement to the contrary, in no event shall Transmission Provider be responsible under the terms of this Agreement for any delay in completion of the requested Services.

6. **Access Rights.** Upon reasonable notice and supervision by a Party, and subject to any required or necessary regulatory approvals, a Party ("Granting Party") shall furnish at no cost to the other Party ("Access Party") any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the Granting Party, its agents (if allowed under the applicable agency agreement), or any Affiliate, that are necessary to enable the Access Party to obtain ingress and egress to perform all its obligations under this Agreement.

7. **Lands of Other Property Owners.** If any part of the Interconnection Facilities or Network Upgrades are to be installed on property owned by or under the control of persons other than Interconnection Customer or Transmission Provider, Interconnection Customer shall at its own expense use efforts to procure from such persons any property rights in fee, perpetual lease, or other property rights in a form acceptable to the Transmission Provider that are necessary to construct, operate, maintain, test, inspect, replace or remove the Interconnection Facilities or Network Upgrades and upon such property.

8. **Project Costs.** Interconnection Customer shall be responsible to reimburse and pay Transmission Provider for all costs and expenses reasonably incurred by Transmission Provider in connection with providing the Services pursuant to this Agreement ("Project Costs"). Project Costs shall include all reasonable and documented costs, charges, and expenses incurred by Transmission Provider in connection with the performance of the Services, including all of Transmission Provider's reasonable internal costs, overheads, third-party expenses, and cost of supplies, and any other amounts owed to Transmission Provider under the terms of this Agreement, including without limitation, all reasonable costs incurred by Transmission Provider in performing the activities described in Exhibit A, Scope of Work. Interconnection Customer shall pay Transmission Provider for all Project Costs incurred, subject to the terms of this Agreement, including any additional costs incurred under Section 4 of this Agreement,

Modification of Services. Interconnection Customer hereby authorizes Transmission Provider to incur Project Costs in an initial amount of up to \$500,000 (“Authorized Amount”), due to Transmission Provider upon execution of this Agreement. Transmission Provider’s obligation to proceed with the Services shall be contingent upon receipt of the Authorized Amount.

9. Authorization of Additional Amounts for Project Costs. In the event that Transmission Provider determines Project Costs may exceed Authorized Amount, Transmission Provider shall notify Interconnection Customer and request that Interconnection provide written approval authorizing such additional amounts for Project Costs within thirty (30) days of such notice. Transmission Provider’s obligation to proceed with the Services associated with such additional amounts shall be contingent upon receipt of such approval, along with a prepayment in such additional amount. Interconnection Customer shall be responsible for such Project Costs, as increased pursuant to such written authorization. If Interconnection Customer does not authorize such additional amounts within such thirty (30) day period, this Agreement shall terminate after Transmission Provider gives Interconnection Customer written notice and an additional fifteen (15) days to cure.

10. Right to Stop Work. Interconnection Customer reserves the right, upon seven (7) days advance written notice to Transmission Provider, to require Transmission Provider at any time to stop all work by Transmission Provider pursuant to this Agreement, provided that such stop-work order is the result of suspension or termination of construction of the Generating Facility. Issuance of any such stop-work order shall terminate this Agreement. Upon issuance of any such stop-work order, Interconnection Customer’s Application for Generation Interconnection Service for the Generating Facility shall be deemed withdrawn. Upon issuance of any such stop-work order, Interconnection Customer shall pay in accordance with section 11 below, the Project Costs Transmission Provider (a) has incurred prior to the stoppage of work, including, without limitation, the costs incurred in connection with the cancellation of third-party contracts and any cancellation costs for equipment that is already ordered for the Interconnection Facilities or Network Upgrades in accordance with the terms and conditions of Section 44 of Transmission Provider’s Large Generator Interconnection Procedures.

11. Billing. Transmission Provider shall provide Interconnection Customer with an invoice listing services performed and amounts due hereunder, showing credit for any prepayment of Project Costs made by Interconnection Customer. Interconnection Customer shall pay amounts due within thirty (30) days of the invoice date. Any refund due from Transmission Provider shall be paid to Interconnection Customer within thirty (30) days of the invoice date. If Interconnection Customer disputes any portion of the amount due, Interconnection Customer shall pay the total bill and shall designate the disputed portion, and resolve the dispute in accordance with Article 27 of the OATT.

12. Indemnification. Subject to the limitations contained in Section 13 below, the Parties shall at all times indemnify, defend, and hold the other Party harmless, from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s action or inactions of its obligations under this Agreement, except in the case of gross negligence or intentional wrongdoing by the indemnified party.

13. Remedies; Waiver; Warranty. Either Party may exercise any or all of its rights and remedies under this Agreement, the OATT and under any applicable laws, rules and regulations. Transmission Provider's liability for any action arising out of its activities relating to this Agreement shall be limited to the refund of amounts received hereunder. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY OF THE OTHER PARTY'S ECONOMIC LOSSES, COSTS OR DAMAGES, INCLUDING BUT NOT LIMITED TO SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES. No provision of this Agreement or the OATT shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the OATT or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the OATT shall be deemed a waiver of any other provision of this Agreement, the OATT or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing. Transmission Provider warrants that the work it performs hereunder shall be consistent with Good Utility Practice. TRANSMISSION PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND ALL SIMILAR WARRANTIES.

14. Force Majeure. Neither Party shall be subject to any liability or damages for failure to perform their respective obligations hereunder to the extent that such failure is due to causes beyond the control of the Party claiming force majeure protection, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof; (b) restraining order, injunction or similar decree of any court; (c) war; (d) flood; (e) earthquake; (f) act of God; (g) sabotage; or (h) strikes or boycotts. The Party claiming force majeure protection under this provision shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible.

15. Assignment. Transmission Provider may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which PacifiCorp is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Interconnection Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

16. Notice. Any notice required to be given hereunder shall be deemed to have been given when it is sent, with postage prepaid, by registered or certified mail, return receipt requested, or upon delivery if delivered by prepaid commercial courier service, to either of the Parties hereto at their respective addresses as follows:

To Interconnection Customer:

Jenny Liu

Invenergy Solar Development North America, LLC
One South Wacker Drive, Suite 1800
Chicago, IL 60606
Telephone Number: 312-582-1821

To Transmission Provider:

Kristopher Bremer
Director, Generation Interconnection
PacifiCorp
825 NE Multnomah St, Suite 1600
Portland, Oregon 97232
Telephone Number: (503) 813-6496

17. Governing Law. Except to the extent preempted by federal law, this Agreement shall in all respects be interpreted, and enforced in accordance with the laws of the State of Oregon without reference to rules governing conflicts of laws.

18. Relationship of Parties; No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create an agency relationship, association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability or inference of liability to any third party.

19. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason by a court or governmental agency of competent jurisdiction, then the objectionable portions of the provision shall be stricken, and all other provisions of this Agreement shall remain unaffected and in force. The Parties shall be relieved of their obligations only to the extent necessary to eliminate the objectionable portions unless a court or governmental agency of competent jurisdiction holds that the invalidated provision is not separable from the remainder of this Agreement.

20. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

21. **Exhibit Incorporated.** The Exhibit A to this Agreement, attached hereto, is incorporated and made part of this Agreement.

22. **Recitals, Headings.** The recitals, headings, and subtitles in this Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation.

23. **Complete Agreement; Amendment.** This Agreement sets forth the entire Agreement between the Parties on the subject matter of this Agreement, and supersedes all prior Agreements of the Parties with respect to its subject matter. No amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, each of which shall constitute and be an original effective Agreement between the Parties.

PACIFICORP

Invenergy Solar Development North America,
LLC (Q850)

By: _____
Rick Vail
Title: VP, Transmission
Date: _____

By: _____
James Williams
James Williams
Vice President
Title: _____
Date: 11/13/18



Exhibit A

Engineering and Procurement Services

Note: this is not intended to be as comprehensive as the LGIA in scope, nor is it intended to limit activities under this E&P Agreement.

Transmission Provider

- Initial engineering and procurement for the following subordinate locations, as identified in the Interconnection System Impact Study dated July 31, 2018:
 - Direct Assigned subordinates:
 - Q850 POI substation, Q745 POI substation, BPA
 - Network Upgrade subordinates:
 - Q850 POI substation, Houston Lake substation, Houston Lake-Ponderosa transmission line, Ponderosa substation, Q745-Redmond transmission line
- Initial property rights procurement for Transmission Provider facilities at the above mentioned locations.

Interconnection Customer

- Payment for initial engineering and procurement done by Transmission Provider
- Engineering/technical support for Transmission Provider (inclusive of conveying technical information to Transmission Provider upon request)
- Property Rights procurement for Interconnection Customer controlled land on which Transmission Provider may require access (i.e. land on which a Transmission Provider structure rests at an Interconnection Customer owned site)