

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1805

NORTHWEST AND INTERMOUNTAIN)	
POWER PRODUCERS COALITION,)	
COMMUNITY RENEWABLE ENERGY)	
ASSOCIATION and RENEWABLE)	
ENERGY COALITION,)	
)	
Complainants,)	
)	
v.)	
)	
PORTLAND GENERAL ELECTRIC)	
COMPANY,)	
)	
Defendant.)	
_____)	

**JOINT PETITION TO INTERVENE
OUT OF TIME OF DAYTON SOLAR
I LLC, STARVATION SOLAR I LLC,
TYGH VALLEY SOLAR I LLC,
WASCO SOLAR I LLC, FORT ROCK
SOLAR I LLC, FORT ROCK SOLAR
II LLC, ALFALFA SOLAR I LLC,
FORT ROCK SOLAR IV LLC,
HARNEY SOLAR I LLC, AND RILEY
SOLAR I LLC**

Pursuant to ORS 756.525 and OAR 860-001-0300, Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I LLC, Fort Rock Solar II LLC, Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC (collectively the "NewSun Solar Projects") hereby petition the Public Utility Commission of Oregon ("Commission") to intervene in this proceeding out of time. As explained herein, the NewSun Solar Projects seek late intervention in this docket to correct errors or ambiguities in Order No. 17-256, which the NewSun Solar Projects fear could be interpreted to inadvertently address the terms of executed power purchase agreements that none of the original parties to this proceeding asked the Commission to address. Without the right to intervene and clarify the matter, the NewSun Solar Projects will suffer immediate and significant financial harm in their

ongoing efforts to develop and finance their solar projects under standard contracts to sell to Portland General Electric Company ("PGE") at the renewable avoided cost rates.

In support of this Petition the NewSun Solar Projects state as follows:

1. The legal names and addresses of these individual intervenors are:

Dayton Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Fort Rock Solar II LLC
3500 S. Dupont Hwy
Dover, DE 19901

Starvation Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Alfalfa Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Tygh Valley Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Fort Rock Solar IV LLC
3500 S. Dupont Hwy
Dover, DE 19901

Wasco Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Harney Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Fort Rock Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

Riley Solar I LLC
3500 S. Dupont Hwy
Dover, DE 19901

2. The NewSun Solar Projects will be represented in this proceeding by Gregory M.

Adams (OSB No. 101779) and Peter J. Richardson (OSB No. 066687) of the law firm

Richardson Adams, PLLC.

3. All documents relating to this proceeding should be served on the following persons:

Gregory M. Adams (OSB No. 101779)
Richardson Adams, PLLC
515 N. 27th Street
Boise, Idaho 83702
Telephone: 208-938-2236
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greg@richardsonadams.com

4. Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I LLC, Fort Rock Solar II LLC, Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC are each similarly situated qualifying facilities (“QF”) that share a common developer and manager, NewSun Energy LLC.

5. Each of these QFs has separately contracted to sell the entire net output of its solar QF to PGE under the renewable avoided cost prices, and each QF executed the standard contract approved for renewable solar QFs by this Commission’s Order No. 15-289. The executed standard contracts for each of the NewSun Solar QFs are attached hereto and incorporated by reference into this petition to intervene.

6. The NewSun Solar Projects are currently in the development stage and are planned to be constructed in geographically diverse locations in the state of Oregon, including locations in Harney County, Yamhill County, Wasco County, Crook County, and Lake County, as described in the recitals of each of their respective executed standard contracts.

7. The NewSun Solar Projects had understood their standard contracts, as completed and fully executed by each QF and PGE, to require that PGE pay the QF the fixed renewable prices in the table attached thereto as an exhibit for 15 “Contract Years” after the “Commercial Operation Date” in exchange for selling the entire net output of the QF, and its “RPS Attributes” during the “Renewable Deficiency Period,” to PGE, as those terms are defined and discussed in

the contracts. The NewSun Solar Projects understand that PGE has argued otherwise. However, careful examination of the terms of the actual standard contracts executed by each of the NewSun Solar Projects, as well as customary industry convention and understanding, contradict PGE's position. The basis for this conclusion is discussed more completely in the NewSun Solar Project's accompanying application for rehearing and reconsideration filed on this same date. The NewSun Solar Projects therefore chose not to engage in litigation against PGE over the point, and the extensive delays inherently associated therewith, prior to executing their standard contracts.

8. Notably, the NewSun Solar Projects' each executed the version of PGE's form standard contract for renewable QFs that was approved by Order No. 15-289, and that form of agreement was no longer available for new QF contracts at the time of the complaint in this proceeding. Accordingly, the NewSun Solar Projects did not understand this docket to be a docket where the complainants or PGE sought to obtain a legally binding interpretation of the unique terms of that previously available contract form, which differs in important material respects from the contract forms available at the time the complaint here was filed.

9. Each of the NewSun Solar Projects is directly affected by the Commission's Order No. 17-256 issued in this proceeding to the extent that order could be interpreted to provide a binding interpretation of the NewSun Solar Projects' fully executed power purchase agreements with PGE. The NewSun Solar Projects are particularly concerned with the following sentence in Order No. 17-256 at page 3: "Because we approved PGE's standard contract filings that limited the availability of fixed prices to the first fifteen years measured from contract execution, PGE cannot be found to have been in violation of our orders." This sentence does not

identify any particular standard contract form that “*limited* the availability of fixed prices to the first fifteen years measured from contract execution.” *Id.* (emph. added). The NewSun Solar Projects suspect that the ambiguous breadth of this statement in the order was an inadvertent oversight, and that the Commission had no intent to provide a binding interpretation of all of PGE’s previously effective and executed standard contract forms. But the open-ended nature of this language in the order will create a severe hardship on QFs, like the NewSun Solar Projects, that executed previously effective standard contract forms and must now rely on those executed agreements for project financing, which is necessary to complete construction.

10. Although the terms of the NewSun Solar Projects’ standard contracts provide the right to sell the QFs’ net output at fixed renewable rates for 15 years after commercial operation, Order No. 17-256 and PGE’s increasingly litigious position adverse to QFs casts a cloud of doubt that must be removed with clarification or rehearing of the ambiguous Order No. 17-256.

11. The NewSun Solar Projects have good cause to seek late intervention. The complaint and the parties’ initial filings in this proceeding led the NewSun Solar Projects to understand that this complaint proceeding would not result in a binding interpretation of any existing, fully executed power purchase agreements. Such agreements often include inserted language in blank spaces or exhibits that can provide clarity and alter the meaning that could be adduced from the boilerplate form alone on important points. Additionally, as PGE itself argued, such a binding determination of a party’s rights under its contract cannot be rendered without joining that party as a party to the proceeding. *PGE’s Comments on Declaratory Ruling Option* at 4 (filed Jan. 5, 2017). Thus, after NewSun Energy itself participating in one of the initial prehearing conferences, *see ALJ Ruling* at 1 (Dec. 22, 2016), none of the NewSun Solar Projects

sought to intervene in this proceeding because Complainants repeatedly asserted they did not request a binding determination of any existing and fully executed standard contracts.¹ Now that ambiguities in the final order may be interpreted to address unidentified versions of PGE's past standard contract forms, which PGE could argue to include the NewSun Solar Projects' executed contracts, the NewSun Solar Projects have a direct and substantial interest in seeking clarification and rehearing of that determination.

12. Moreover, the above-quoted ambiguities in Order No. 17-256 have now effectively made the NewSun Solar Projects parties to this proceeding. The rehearing provision of Oregon's utility law provides that "[a]fter an order has been made by the Public Utility Commission in any proceeding, *any party thereto* may apply for rehearing or reconsideration thereof within 60 days from the date of service of such order." ORS 756.561(1) (emph. added). It further provides that the rehearing filing itself "shall not excuse *any party against whom an order has been made*" from abiding by the order. ORS 756.561(2) (emph. added). Although the NewSun Solar Projects perceived no reason to intervene in this proceeding previously, the order itself appears to possibly make the NewSun Solar Projects a "party thereto", i.e. a party to the order, and even possibly a "party against whom the order has been made," to the extent that its ambiguous language purports to interpret the NewSun Solar Projects' binding and fully executed contracts. Therefore, granting this petition to intervene to allow the NewSun Solar Projects' participation in proceedings on clarification and rehearing would be a mere formality in

¹ Additional background on this point, with citations to the record, is contained in the Motion for Clarification and Reconsideration or Rehearing filed on this date.

recognition of the fact that the order could be construed to have already made the NewSun Solar Projects parties to this proceeding.

13. Furthermore, granting intervention to the NewSun Solar Projects will save administrative and judicial resources because if denied the opportunity to intervene and present argument for clarification and rehearing, the NewSun Solar Projects would have no choice but to exercise their statutory right to seek expedited judicial review of Order No. 17-256. The judicial review provisions applicable here provide that “*any person* adversely affected or aggrieved by an order *or* any party to an agency proceeding is entitled to judicial review of a final order.” ORS 183.480(1) (emph. added); *see also* ORS 183.310(7), (8) (defining “person” more broadly than “party”). This disjunctive language unambiguously establishes the NewSun Solar Projects’ statutory right, as aggrieved *persons*, to seek judicial review of Order No. 17-256, even if not made formal parties to the underlying contested case. *People for Ethical Treatment v. Inst. Animal Care*, 312 Or. 95, 98-102, 817 P.2d 1299 (1991); *accord* ORS 183.482(2). There is no doubt that the Court of Appeals would set aside the Commission’s order to the extent that it purports to interpret numerous unidentified and undiscussed standard contract forms the Commission has approved over the past decade, including, possibly, those executed by the NewSun Solar Projects. *See OR-OSHA v. CBI Services, Inc.*, 356 Or. 577, 599, 341 P.3d 701 (2014) (holding “there must be some sort of explanation that enables the reviewing court to evaluate whether [an agency’s] decision comports with the authority granted.”).² Accordingly,

² The Motion for Clarification and Reconsideration or Rehearing filed concurrently herewith provides additional legal argument regarding the need for clarification of the order.

granting intervention now will allow the Commission to correct and clarify the order, saving all parties involved the delay and expense of a judicial review of a facially inadequate order.

14. Finally, even if the Commission disagrees with the other bases for late intervention asserted above, the Commission should grant late intervention in the interest of administrative efficiency and just resolution of the ambiguities identified above in Order No. 17-256. Oregon's utility code allows the Commission to rescind, suspend, or amend its orders without specifying detailed requirements for such action, aside from notice and opportunity to be heard by affected parties. ORS 756.568. Granting intervention to accept argument at this time as to why the Commission should clarify and rescind certain language in Order No. 17-256 would result in the most expedient procedure to resolve the matter.

WHEREFORE, for the reasons set forth above, Dayton Solar I LLC, Starvation Solar I LLC, Tygh Valley Solar I LLC, Wasco Solar I LLC, Fort Rock Solar I LLC, Fort Rock Solar II LLC, Alfalfa Solar I LLC, Fort Rock Solar IV LLC, Harney Solar I LLC, and Riley Solar I LLC each respectfully request to be made parties to this proceeding as allowed under ORS 756.525 and OAR 860-001-0300.

RESPECTFULLY SUBMITTED this 8th day of September 2017.

RICHARDSON ADAMS, PLLC

/s/ Gregory M. Adams

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Of Attorneys for Dayton Solar I LLC,
Starvation Solar I LLC, Tygh Valley Solar I
LLC, Wasco Solar I LLC, Fort Rock Solar I
LLC, Fort Rock Solar II LLC, Alfalfa Solar
I LLC, Fort Rock Solar IV LLC, Harney
Solar I LLC, and Riley Solar I LLC

List of Attachments

Attachment 1 - Dayton Solar I LLC PPA

Attachment 2 - Starvation Solar I LLC PPA

Attachment 3 - Tygh Valley Solar I LLC PPA

Attachment 4 - Wasco Solar I LLC PPA

Attachment 5 - Fort Rock Solar I LLC PPA

Attachment 6 - Fort Rock Solar II LLC PPA

Attachment 7 - Alfalfa Solar I LLC PPA

Attachment 8 - Fort Rock Solar IV LLC PPA

Attachment 9 - Harney Solar I LLC PPA

Attachment 10 - Riley Solar I LLC PPA

Attachment 1

Dayton Solar I LLC PPA

STANDARD RENEWABLE IN-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 25th day, January 2016, is between Dayton Solar I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaic solar facility for the generation of electric power located in Yamhill County, Oregon with a Nameplate Capacity Rating of 10,000 (AC) kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year).

1.3. "Billing Period" means a period between PGE's readings of its power purchase billing meter at the Facility in the normal course of PGE's business. Such periods may vary and may not coincide with calendar months; however, PGE shall use best efforts to read the power purchase billing meter in 12 equally spaced periods per year.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion, require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that in accordance with the Generation Interconnection Agreement, all required interconnection facilities have been constructed all required interconnection tests have been completed; and the Facility is physically interconnected with PGE's electric system.

1.5.5. (facilities with nameplate under 500kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final contract year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur

oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means the generation interconnection agreement to be entered into separately between Seller and PGE, providing for the construction, operation, and maintenance of interconnection facilities required to accommodate deliveries of Seller's Net Output.

1.12. "Generation Unit" means each separate electrical generator that contributes towards Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On-Peak and Off-Peak Hours over the time-weighted average Contract Price for On-Peak and Off-Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery. (For Start-Up Lost Energy Value see Section 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses. Net Output does not include any environmental attributes.

1.22. "Number of Units" means the number of Generating Units in the Facility described in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generating Units of the number of hours each of the Facility's Generating Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather, season and time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, 200 hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit of Event of Force Majeure, the Operational Hours for a wind farm with five separate two MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled 90 days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the high side of the generation step up transformer(s) located at the point of interconnection between the Facility and PGE's distribution or transmission system, as specified in the Generation Interconnection Agreement.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of the Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected

monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five (75%) X expected Net Output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance.

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date

Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1 By thirty-five (35) months after the Effective Date [date to be determined by the Seller] Seller shall begin initial deliveries of Net Output; and

2.2.2 By thirty-six (36) month anniversary of the Effective Date [date to be determined by the Seller subject to Section 2.2.3 below] Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3 Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the

Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 9 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,820 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 16,000,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1 Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2 Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3 Annually, within 90 days of the end of each Contract Year Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4 Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 8.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 24,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output").

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that (i) the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and (ii) Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Public Utility Commission of Oregon upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. To the extent not otherwise provided in the Generation Interconnection Agreement, all costs associated with the modifications to PGE's interconnection facilities or electric system occasioned by or related to the interconnection of the Facility with PGE's system, or any increase in generating capability of the Facility, or any increase of delivery of Net Dependable Capacity from the Facility, shall be borne by Seller.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: METERING

7.1. PGE shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment at Seller's cost and as required pursuant to the Generation Interconnection Agreement.

7.2. Metering shall be performed at the location and in a manner consistent with this Agreement and as specified in the Generation Interconnection Agreement. All Net Output purchased hereunder shall be adjusted to account for electrical losses, if any, between the point of metering and the Point of Delivery, so that the purchased

amount reflects the net amount of power flowing into PGE's system at the Point of Delivery.

7.3. PGE shall periodically inspect, test, repair and replace the metering equipment as provided in the Generation Interconnection Agreement. If any of the inspections or tests discloses an error exceeding two (2%) percent of the actual energy delivery, either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three (3) months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments resulting from a correction in the meter records shall be made in the next monthly billing or payment rendered. Such correction, when made, shall constitute full adjustment of any claim between Seller and PGE arising out of such inaccuracy of metering equipment.

7.4. To the extent not otherwise provided in the Generation Interconnection Agreement, all of PGE's costs relating to all metering equipment installed to accommodate Seller's Facility shall be borne by Seller.

SECTION 8: BILLINGS, COMPUTATIONS AND PAYMENTS

8.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement, the Generation Interconnection Agreement, and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

8.2. 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 9: DEFAULT, REMEDIES AND TERMINATION

9.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

9.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

9.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

9.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

9.1.4. If Seller is no longer a Qualifying Facility.

9.1.5. Failure of PGE to make any required payment pursuant to Section 8.1.

9.1.6. Seller's failure to meet the Commercial Operation Date.

9.2. In the event of a default under Section 9.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 9.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 9.2.

9.3. In the event of a default under this Agreement, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 9 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

9.4. If this Agreement is terminated as provided in this Section 9 PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

9.5. In the event PGE terminates this Agreement pursuant to this Section 9, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

9.6. Sections 9.1, 9.4, 9.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may

terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Dayton Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho
greg@richardsonadams.com

To PGE: Contracts Manager
QF Contracts, 3WTC0306

PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Maria M. Pope
Title: SRVP Power Supply & Operations & Resource Strategy
Date: 1/25/2016

DAYTON SOLAR I LLC
(Name Seller)
By: [Signature]
Name: Jacob Stephens
Title: Authorized Representative
Date: 1/25/2016

Approved By:	
Business Terms	[Signature]
Credit	[Signature]
Legal	[Signature]
Risk Mgt.	[Signature]

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

[Seller to Complete]

Dayton Solar I is a photovoltaics-based solar generating facility which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty <= [14.5MM/(module rating)].
2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.

EXHIBIT B
REQUIRED FACILITY DOCUMENTS

[Seller list all permits and authorizations required for this project]

1. Seller's Generation Interconnection Agreement
2. Yamhill County CUP & Building Permits
3. EFSC Site Certificate (if final project footprint > 100 acres)
4. Additional as may be determined by Seller to be required for facility permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

[Seller identify appropriate tests]

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

EXHIBIT D SCHEDULE

Portland General Electric Company

Sheet No. 201-17

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	60.01	60.80	60.69	61.31	104.33	108.84	91.65	94.79	91.02	90.75	91.10	90.77
2021	91.63	92.46	91.64	93.60	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.66	93.76	93.13	94.96	109.63	114.13	93.07	97.60	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.86	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	99.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	106.65	102.12	101.05	101.43	101.63
2027	102.25	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.60	104.56
2029	105.79	105.38	103.96	105.98	114.07	124.22	106.94	112.24	108.46	108.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.85	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.18	118.61	128.41	111.91	118.67	111.94	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.66	115.58	121.34	115.09	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.87	119.90	124.14	134.40	120.45	128.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	126.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.36	120.87	119.99	124.88	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.34
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.63	123.29	124.46	124.08
2040	125.65	124.33	123.44	128.77	133.86	142.06	129.44	135.37	126.71	125.04	126.71	126.61

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	16.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	69.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	66.43	67.52
2021	71.70	70.03	70.67	68.13	54.41	44.45	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	52.58	43.90	73.59	66.03	71.26	70.61	70.84	71.27
2023	74.08	73.80	75.03	73.19	51.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.88	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.87	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	56.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.88	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	68.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.63	94.00	93.33
2034	96.65	98.62	99.97	95.91	88.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.26	101.39	102.07	98.18	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	98.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	96.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	106.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91

Effective for service
on and after September 23, 2015

Attachment 2

Starvation Solar I LLC PPA

**STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE
AGREEMENT**

THIS AGREEMENT, entered into this 25th day, January
2016, is between Starvation Solar I LLC
("Seller") and Portland General Electric Company ("PGE") (hereinafter each a
"Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Harney _____ County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Bonneville Power Administration's electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture
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not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By the thirty-sixth month (36th) anniversary of the Effective Date Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,920 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 19,200,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 28,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005
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through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of

this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably

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acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller

is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of UM 1805

insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect

the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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 writing.
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person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested:

To Seller: Starvation Solar I LLC
c/o Jacob Stephens
3033 E Hawthorne St
Tucson, AZ 85716

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078

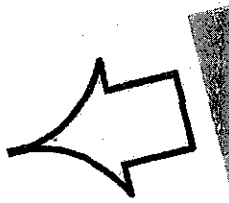
To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Maria M. Pope
Title: SRVP Power Supply & Operations & Resource Strategy
Date: 1/25/2016



STARVATION SOLAR I LLC
(Name Seller)
By: [Signature]
Name: Jacob Stephens
Title: Authorized Representative
Date: 1/25/2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Risk Mgt.	<u>[Signature]</u> for JB

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

[Seller to Complete]

Starvation Solar I is a photovoltaics-based solar generating facility which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty \leq [14MM/(module rating)].
2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement
2. Harney County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional as may be determined by Seller to be required for facility permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

[Seller identify appropriate tests]

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

Portland General Electric Company

Sheet No. 201-17

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	26.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.21	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.48	34.80	31.19	29.53	28.71	26.87	37.01	42.11	37.98	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	90.01	90.80	89.89	91.31	104.33	109.84	91.65	94.79	91.02	80.75	91.10	90.77
2021	91.63	92.46	91.64	93.60	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.68	93.76	93.13	94.96	109.63	114.13	93.07	97.80	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.86	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	98.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	108.65	103.12	101.05	101.43	101.63
2027	102.26	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.60	104.56
2029	105.79	105.36	103.96	105.98	114.07	124.22	106.94	112.24	108.46	106.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.85	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.18	118.61	128.41	111.91	118.67	111.84	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.68	115.58	121.34	115.99	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.67	119.90	124.14	134.40	120.45	126.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	126.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.38	120.87	119.99	124.68	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.34
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.53	123.29	124.46	124.08
2040	125.85	124.33	123.44	128.77	133.86	142.06	129.44	135.37	126.71	125.04	126.71	126.61

Effective for service
on and after September 23, 2015

Portland General Electric Company

Sheet No. 201-18

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.83	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	68.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	68.43	67.52
2021	71.70	70.03	70.67	68.13	54.41	44.45	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	52.58	43.90	73.59	66.03	71.26	70.61	70.94	71.27
2023	74.08	73.80	75.03	73.19	51.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.88	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.87	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	56.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.98	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	66.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.83	94.00	93.33
2034	96.65	98.62	99.97	95.91	86.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.26	101.39	102.07	98.18	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	98.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	96.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	106.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91

Effective for service
on and after September 23, 2015

Attachment 3
Tygh Valley Solar I LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 25th day, January 2016, is between TYGH VALLEY SOLAR I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Wasco County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt-AC ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating

that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Bonneville Power Administration's electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours

during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By the thirty-six (36) month anniversary of the Effective Date, *subject to Section 2.2.3 below*, Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,920 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 18,500,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 27,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential

except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its

financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated

not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. Seller shall at all times maintain in

effect all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility, and shall provide upon request copies of the same to PGE.

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Tygh Valley Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho

greg@richardsonadams.com

To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Maria M. Pope
Title: SRVP Power Supply & Operations & Resource Strategy
Date: 1/25/2016



TYGH VALLEY SOLAR I LLC
(Name Seller)
By: [Signature]
Name: Jacob Stephens
Title: Authorized Representative
Date: 1/25/2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Risk Mgt.	<u>[Signature] for JB</u>

EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

TYGH VALLEY Solar I is a photovoltaics-based solar generating facility which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty <= [14MM/(module rating)].

2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.

3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)

4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.

EXHIBIT B
REQUIRED FACILITY DOCUMENTS

1. Seller's Generation Interconnection Agreement
2. Wasco County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional as may be determined by Seller to be required for facility permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

Seller-identified start-up tests

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

EXHIBIT D SCHEDULE

Portland General Electric Company

Sheet No. 201-17

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.83	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.63	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	80.01	90.80	89.69	91.31	104.33	109.84	91.65	94.79	91.02	90.75	91.10	90.77
2021	91.63	92.46	91.64	93.60	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.66	93.76	93.13	94.96	109.63	114.13	93.07	97.80	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.86	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	99.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	106.65	102.12	101.05	101.43	101.63
2027	102.25	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.80	104.56
2029	105.79	105.38	103.96	105.98	114.07	124.22	106.94	112.24	108.46	106.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.85	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.18	118.61	128.41	111.91	118.67	111.94	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.66	115.58	121.34	115.09	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.87	119.90	124.14	134.40	120.45	128.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	125.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.38	120.87	119.99	124.68	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.34
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.63	123.29	124.46	124.08
2040	125.65	124.53	123.44	128.77	133.86	142.06	129.44	135.37	126.71	125.04	126.71	126.61

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	68.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	68.43	67.52
2021	71.70	70.03	70.67	68.13	64.41	44.46	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	62.58	43.90	73.59	66.03	71.26	70.61	70.94	71.27
2023	74.08	73.80	75.03	73.19	61.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.88	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.67	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	56.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.98	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	66.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.63	94.00	93.33
2034	96.65	98.62	99.97	95.91	86.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.28	101.39	102.07	98.16	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	98.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	96.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	106.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91

Effective for service
on and after September 23, 2015

Attachment 4
Wasco Solar I LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 25th day, January 2016, is between WASCO SOLAR I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Wasco County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt-AC ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating

that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Wasco Electric Cooperative's electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted

average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: $((\text{Mid-C Index Price} - \text{Contract Price}) \times \text{curtailed energy})$ for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By the thirty-six (36) month anniversary of the Effective Date, *subject to Section 2.2.3 below*, Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,920 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 18,500,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 27,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable

Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS

Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the

requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld.

Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Wasco Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

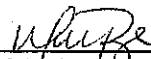
and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho
greg@richardsonadams.com

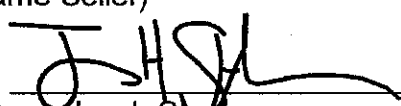
To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: 
Name: Maria M. Pope
Title: SRVP Power Supply & Operations & Resource Strategy
Date: 1/25/2016

WASCO SOLAR I LLC
(Name Seller)
By: 
Name: Jacob Stephens
Title: Authorized Representative
Date: 1/25/2016





PGE Approved By:	
Business Terms	
Credit	
Legal	
Risk Mgt.	

EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

WASCO Solar I is a photovoltaics-based solar generating facility which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty \leq [14MM/(module rating)].
2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement
2. Wasco County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional as may be determined by Seller to be required for facility permitting, construction, and interconnection.

**EXHIBIT C
START-UP TESTING**

Seller-identified start-up tests

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	26.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	90.01	90.80	89.69	91.31	104.33	109.84	91.65	94.79	91.02	90.75	91.10	90.77
2021	91.63	92.46	91.64	93.60	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.66	93.76	93.13	94.96	109.63	114.13	93.07	97.80	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.86	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	99.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	106.65	102.12	101.05	101.43	101.63
2027	102.25	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.60	104.56
2029	105.79	105.38	103.96	105.98	114.07	124.22	106.94	112.24	108.46	106.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.86	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.18	118.61	128.41	111.91	118.67	111.94	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.66	115.58	121.34	115.09	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.87	119.90	124.14	134.40	120.45	128.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	126.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.36	120.87	119.99	124.68	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.34
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.63	123.29	124.46	124.08
2040	125.65	124.33	123.44	128.77	133.86	142.08	129.44	135.37	126.71	125.04	126.71	126.61

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.99	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.38
2020	68.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	68.43	67.52
2021	71.70	70.03	70.67	68.13	54.41	44.45	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	52.58	43.90	73.59	66.03	71.26	70.61	70.94	71.27
2023	74.08	73.80	75.03	73.19	51.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.88	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.87	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	58.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.98	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	68.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.63	94.00	93.33
2034	96.65	98.62	99.97	95.91	86.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.26	101.39	102.07	98.18	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	99.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	95.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	108.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91


Effective for service
on and after September 23, 2015

Attachment 5

Fort Rock Solar I LLC PPA

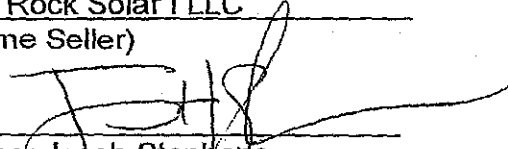
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date:

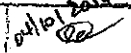


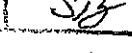
PGE

By: 
Name: Maria M. Pope
Title: SRVP Power Supply &
Operations & Resource Strategy
Date: 4/18/2016

PGE Review & Approval	
Business	
Credit	
Legal	
Risk	

Fort Rock Solar I LLC
(Name Seller)

By: 
Name: Jacob Stephens
Title: Authorized Representative
Date: 4/27/2016

PGE Approved By:	
Business Terms	<u></u>
Credit	<u></u>
Legal	<u></u>
Risk Mgt.	<u></u>

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 27th day, April, 2016, is between FORT ROCK SOLAR I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a ___ photovoltaics-based solar generation ___ facility for the generation of electric power located in Lake County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt ("kW")-AC, as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this ___ day, _____ 2016, is between _____ FORT ROCK SOLAR I LLC _____ ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a ___ photovoltaics-based solar generation ___ facility for the generation of electric power located in ___ Lake County, ___ Oregon _____ with a Nameplate Capacity Rating of ___ 10,000 kilowatt ("kW")-AC, as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

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SECTION 1: DEFINITIONS

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1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating

that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with __Bonneville Power Administration's__ electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours

during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By thirty-six (36) month anniversary of the Effective Date, *subject to Section 2.2.3 below*, Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,920 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 19,200,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 30,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential

except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its

financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated

not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. Seller shall at all times maintain in

effect all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility, and shall provide upon request copies of the same to PGE.

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Fort Rock Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho
greg@richardsonadams.com

To PGE: Contracts Manager
 QF Contracts, 3WTC0306
 PGE - 121 SW Salmon St.
 Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: _____
Name: _____
Title: _____
Date: _____

PGE Review & Approval	
Business	
Credit	
Legal	
Risk	

Fort Rock Solar I LLC
(Name Seller)

By: _____
Name: Jacob Stephens _____
Title: Authorized Representative
Date: _____

EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

Fort Rock Solar I is a photovoltaics-based solar generating facility which upon reaching full commercial operations will have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. Firming capabilities may be added as described below.

Fort Rock Solar I is associated with FERC docket QF16-360-000 and its associated Form 556: Facility comprised of assemblage of up to 160 acres of land surrounding County Road 5-10C near intersection with Kruse Rd (located at West 120.996 degrees and 43.308 degrees North).

The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty \leq $[14MM/(module\ rating)]$.
2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.
5. Firming capabilities by batteries and/or biodiesel genset up to a maximum capacity of 3 MW. Under no circumstance will generation exceed 10 MW at point of interconnection.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement
2. Lake County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional items as may be determined by Seller to be required for facility permitting, construction, and interconnection.

**EXHIBIT C
START-UP TESTING**

[Seller identify appropriate tests]

Seller-identified start-up tests

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a. DC wiring inputs to inverters
 - b. AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

**EXHIBIT D
SCHEDULE**

Portland General Electric Company

Sheet No. 201-17

SCHEDULE 201 (Continued)

**PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)**

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	90.01	90.80	89.69	91.31	104.33	109.84	91.65	94.79	91.02	90.75	91.10	90.77
2021	91.63	92.46	91.64	93.80	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.65	93.76	93.13	94.96	109.63	114.13	93.07	97.80	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.88	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	99.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	106.65	102.12	101.05	101.43	101.63
2027	102.25	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.60	104.56
2029	105.79	105.38	103.96	105.98	114.07	124.22	106.94	112.24	109.46	106.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.85	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.18	118.61	128.41	111.91	118.67	111.94	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.86	115.58	121.34	115.09	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.87	119.90	124.14	134.40	120.45	128.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	126.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.36	120.87	119.99	124.68	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.34
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.63	123.29	124.46	124.08
2040	125.65	124.33	123.44	128.77	133.86	142.06	129.44	135.37	126.71	125.04	126.71	126.61

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	28.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	68.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	68.43	67.52
2021	71.70	70.03	70.67	68.13	54.41	44.45	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	52.58	43.90	73.59	66.03	71.26	70.61	70.94	71.27
2023	74.08	73.80	75.03	73.19	51.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.68	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.87	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	56.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.98	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	66.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.63	94.00	93.33
2034	96.65	98.62	99.97	95.91	86.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.26	101.39	102.07	98.18	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	98.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	96.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	106.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91

Effective for service
on and after September 23, 2015

Attachment 6

Fort Rock Solar II LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 27th day, April ~~February~~ 2016., is between FORT ROCK SOLAR II LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Lake County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt-AC ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.


1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

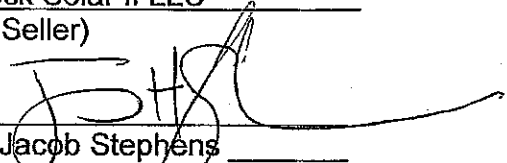
1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed

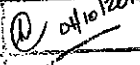

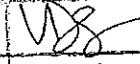

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

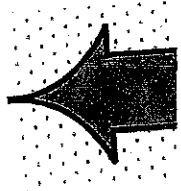
PGE

By: 
Name: Maria M. Pope
Title: SRVP Power Supply & Operations & Resource Strategy
Date: 4/18/2016

Fort Rock Solar II LLC
(Name Seller)

By: 
Name: Jacob Stephens
Title: Authorized Representative
Date: 4/27/2016

PGE Approved By:	
Business Terms	<u></u> 04/16/2016
Credit	<u></u>
Legal	<u></u>
Risk Mgt.	<u></u>



STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this _____ day, _____ February _____ 2016., is between _____ FORT ROCK SOLAR II LLC _____ ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a _____ photovoltaics-based solar generation _____ facility for the generation of electric power located in _____ Lake _____ County, _____ Oregon _____ with a Nameplate Capacity Rating of _____ 10,000 _____ kilowatt-AC ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed

Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with ___Bonneville Power Administration's_____electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours

during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By thirty-six (36) month anniversary of the Effective Date, subject to Section 2.2.3 below, Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 9,920 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 19,200,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 30,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential

except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its

financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated

not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. Seller shall at all times maintain in

effect all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility, and shall provide upon request copies of the same to PGE.

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Fort Rock Solar II LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N 27th Street, 83702
P.O Box 7218, 83707
Boise, ID
greg@richardsonadams.com

To PGE: Contracts Manager
 QF Contracts, 3WTC0306
 PGE - 121 SW Salmon St.
 Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: _____
Name: _____
Title: _____
Date: _____

Fort Rock Solar II LLC
(Name Seller)

By: _____
Name: Jacob Stephens _____
Title: Authorized Representative
Date: _____

EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

Fort Rock Solar II is a photovoltaics-based solar generating which upon reaching full commercial operations will have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input. Firming capabilities may be added as described below. The facility will consist of the following primary equipment:

Fort Rock Solar II is located per its FERC docket QF16-361-000 and its associated Form 556: Facility comprised of assemblage of up to 160 acres of land surrounding County Road 4-14-G (located at West 120.799 degrees and 43.286 degrees North), near Fort Rock, OR.

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty \leq $[14MM/(module\ rating)]$.
2. Inverter AC Generator Units: Commercially-available string inverter (90kW-AC, nominal) convert DC to AC power, collected by AC wiring to switchboard. Each such collected aggregation of inverters shall constitute a single sub-generator for the facility, which once all aggregated shall constitute the entire generator for the facility.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (12.47 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.
5. Firming and dispatchability capabilities by batteries and/or biodiesel genset. Under no circumstance will generation exceed 10 MW at point of interconnection.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement
2. Lake County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional items as may be determined by Seller to be required for facility permitting, construction, and interconnection.

**EXHIBIT C
START-UP TESTING**

Seller-identified start-up tests

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - DC wiring inputs to inverters
 - AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

**EXHIBIT D
SCHEDULE**

Portland General Electric Company

Sheet No. 201-17

SCHEDULE 201 (Continued)

**PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)**

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	30.97	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	90.01	90.80	89.69	91.31	104.33	109.84	91.65	94.79	91.02	90.75	91.10	90.77
2021	91.63	92.46	91.64	93.60	105.26	110.91	93.15	96.99	93.38	93.37	92.70	92.70
2022	93.66	93.76	93.13	94.96	109.63	114.13	93.07	97.80	94.14	95.42	94.37	94.02
2023	95.65	95.40	94.17	96.50	111.28	116.40	95.15	98.86	95.95	97.21	95.93	96.48
2024	97.23	97.75	96.73	97.65	108.30	117.33	97.35	101.95	99.68	98.48	97.92	98.07
2025	99.10	99.12	98.31	100.06	110.92	119.16	99.24	105.55	100.78	100.27	99.79	100.25
2026	100.57	101.09	99.38	101.04	112.20	119.15	102.18	106.65	102.12	101.05	101.43	101.63
2027	102.25	102.59	100.83	103.03	115.03	120.12	102.88	109.14	103.72	103.12	102.13	102.82
2028	103.68	103.34	101.86	104.33	112.95	122.67	104.44	109.68	104.55	105.12	103.60	104.56
2029	105.79	105.36	103.96	105.98	114.07	124.22	106.94	112.24	108.46	106.07	105.40	105.83
2030	107.13	106.53	106.06	107.76	114.95	127.70	108.39	113.63	109.08	107.05	106.85	107.79
2031	108.69	107.80	107.47	109.33	116.28	128.44	109.64	116.02	110.47	109.12	108.50	110.22
2032	110.36	110.11	108.39	111.16	118.61	128.41	111.91	118.67	111.94	110.49	110.33	111.16
2033	112.90	111.08	110.05	112.92	120.45	128.96	113.31	119.87	113.39	111.85	112.52	112.91
2034	114.73	112.87	111.66	115.44	121.12	132.66	115.58	121.34	115.09	114.26	114.22	115.22
2035	117.24	114.47	113.77	117.41	122.07	132.79	118.17	124.75	117.70	115.81	116.14	117.31
2036	118.22	115.79	115.67	119.90	124.14	134.40	120.45	128.78	119.82	116.92	117.61	118.60
2037	119.91	118.45	117.83	122.26	126.19	135.53	123.87	131.76	123.11	118.70	120.69	120.39
2038	122.36	120.87	119.99	124.68	129.66	137.52	125.74	134.93	123.85	121.13	122.49	122.94
2039	124.04	122.45	121.73	126.00	132.47	140.16	126.54	133.23	124.63	123.29	124.46	124.08
2040	125.65	124.33	123.44	128.77	133.86	142.06	129.44	135.37	126.71	125.04	126.71	126.61

**Effective for service
on and after September 23, 2015**

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.98	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	29.35	35.30	32.42	34.73	35.60	38.36
2020	68.58	67.81	70.03	66.95	51.47	41.59	66.31	63.57	67.34	67.56	68.43	67.52
2021	71.70	70.03	70.67	68.13	54.41	44.45	68.58	64.91	68.43	69.50	69.36	69.20
2022	72.83	72.10	72.50	70.14	52.58	43.90	73.59	66.03	71.26	70.61	70.94	71.27
2023	74.08	73.80	75.03	73.19	51.34	44.74	74.72	68.53	72.72	72.11	72.75	73.03
2024	74.27	73.88	76.02	73.85	58.94	50.44	74.10	67.73	72.49	72.53	73.47	74.32
2025	76.37	76.84	78.49	75.22	60.00	52.58	76.18	69.30	74.23	74.75	76.80	74.78
2026	78.55	78.33	81.13	78.05	64.87	53.28	76.32	71.90	76.57	77.89	78.72	77.07
2027	81.57	80.52	82.48	79.59	65.36	56.20	79.64	72.83	78.65	80.47	80.82	79.73
2028	83.33	83.05	84.80	82.68	69.45	56.44	82.37	73.98	81.24	81.50	82.54	82.21
2029	84.45	85.45	86.98	85.41	72.98	59.37	84.03	75.52	82.32	84.06	85.12	85.43
2030	87.14	88.37	89.47	86.42	76.31	62.56	85.40	78.15	85.83	87.25	87.66	87.28
2031	89.62	91.21	92.09	88.87	79.11	66.01	88.30	81.26	87.31	89.03	90.93	87.50
2032	91.36	92.90	94.09	90.37	81.83	66.80	89.22	81.75	89.34	92.12	91.54	90.26
2033	94.30	96.19	97.29	93.45	84.73	71.50	93.78	83.69	92.81	95.63	94.00	93.33
2034	96.65	98.62	99.97	95.91	86.88	71.32	95.58	86.58	95.37	97.26	96.55	96.04
2035	97.26	101.39	102.07	98.18	90.58	76.12	97.06	86.87	97.82	99.24	98.90	98.15
2036	100.30	103.84	104.15	98.13	92.11	81.09	97.21	87.79	98.23	102.10	102.08	99.77
2037	103.90	106.19	107.32	100.80	96.72	82.63	98.42	89.65	99.63	105.58	103.83	103.24
2038	106.63	108.17	109.11	102.76	97.37	85.19	101.14	90.69	103.90	108.20	105.75	105.85
2039	109.65	111.37	112.13	106.34	98.97	86.96	106.48	96.20	108.22	110.60	108.44	108.86
2040	112.13	113.43	114.50	108.34	100.07	89.08	107.33	97.98	110.92	112.29	110.09	110.91

Effective for service
on and after September 23, 2015

Attachment 7
Alfa Solar I LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 26th day, June 2016, is between Alfalfa Solar I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Crook County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Bonneville Power Administration electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture

not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the effective date Seller shall begin initial deliveries of Net Output; and

2.2.2. By thirty-six (36) month anniversary of the Effective Date Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth (16th) Contract Year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 10,000 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 20,000,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 40,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's

efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the

Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be

acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial

limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Alfalfa Solar I LLC

3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars
Los Angeles, CA 90067-6078
Snguyen@reedsmith.com

with a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
PO Box 7218,
Boise, ID 83702
greg@richardsonadams.com

To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Monica Perez
Title: SUP, Power Supply
Date: June 24, 2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Risk Mgmt.	<u>[Signature]</u>

Alfa Solar LLC
(Name Seller)

By: [Signature]
Name: Jacob H Stephens
Title: Manager
Date: 6/24/2016

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

Alfalfa Solar I is a photovoltaics-based solar generating facility to be sited in the Alfalfa, OR area, per initial siting identified on parcels surrounding Horsell Rd and Willard Rd (which intersect at 44.076, -120.992). Upon reaching full Commercial Operations the Facility will have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input and its dispatching. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty $\leq [14MM/(module\ rating)]$.
2. Inverters: Commercially-available string inverter (90kW-AC, nominal) or central station inverter convert DC to AC power, collected by AC wiring to switchboard.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage, as well as step-up transformation
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required,

subject to final interconnection, permitting, and design requirements, per Seller facility and siting design and interconnection facilities design(s) as resultant from interconnection studies with Bonneville Power Administration and/or Central Electric Cooperative, as applicable, for delivery to transmission owner and for auxiliary power requirements.

6. Firming capabilities by batteries. Under no circumstance will generation exceed 10 MW at point of interconnection, which defines generation size. Battery storage system will be designed and installed 'behind' the inverter system of the facility (and be limited by the inverter capacity, per system AC nameplate limitations).

7. Transmission and interconnection plan: Power will be delivered to PGE system via BPA transmission system. Interconnection studies have been initiated with BPA in early 2016 such that final study results will be completed by mid-2017, based on the BPA SGIR tariff timelines, allowing sufficient time for construction of required interconnection facilities. Seller has examined prior studies in the interconnection vicinity and assessed reasonable cost outcomes.

Final siting location to be determined subject to optimization by Seller of siting options in the vicinity, and corresponding Seller updates to FERC Form 556 and compliance with applicable FERC and OPUC rules for limitations of maximum generation under same ownership and/or control (as applicable) within one and five miles, respectively, for QF certification and availability of Schedule 201 standard contracts, per representations and warranties contained herein.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement(s) with interconnecting utilit(ies),
as applicable
2. Transmission Agreement between Seller and Transmission Provider
3. County CUP & Building Permits
4. Additional items as may be determined by Seller to be required for facility
permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

[Seller identify appropriate tests]

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers, batteries) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with applicable interconnecting utility (Central and/or BPA) and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
15. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

**SCHEDULE 201
QUALIFYING FACILITY 10 MW or LESS
AVOIDED COST POWER PURCHASE INFORMATION**

PURPOSE

To provide information about Standard Avoided Costs and Renewable Avoided Costs, Standard Power Purchase Agreements (PPA) and Negotiated PPAs, power purchase prices and price options for power delivered by a Qualifying Facility (QF) to the Company with nameplate capacity of 10,000 kW (10MW) or less.

AVAILABLE

To owners of QFs making sales of electricity to the Company in the State of Oregon (Seller).

APPLICABLE

For power purchased from small power production or cogeneration facilities that are QFs as defined in 18 Code of Federal Regulations (CFR) Section 292, that meet the eligibility requirements described herein and where the energy is delivered to the Company's system and made available for Company purchase pursuant to a Standard PPA.

ESTABLISHING CREDITWORTHINESS

The Seller must establish creditworthiness prior to service under this schedule. For a Standard PPA, a Seller may establish creditworthiness with a written acknowledgment that it is current on all existing debt obligations and that it was not a debtor in a bankruptcy proceeding within the preceding 24 months. If the Seller is not able to establish creditworthiness, the Seller must provide security deemed sufficient by the Company as set forth in the Standard PPA.

POWER PURCHASE INFORMATION

A Seller may call the Power Production Coordinator at (503) 464-8000 to obtain more information about being a Seller or how to apply for service under this schedule.

PPA

In accordance with terms set forth in this schedule and the Commission's Rules as applicable, the Company will purchase any Energy in excess of station service (power necessary to produce generation) and amounts attributable to conversion losses, which are made available from the Seller.

A Seller must execute a PPA with the Company prior to delivery of power to the Company. The agreement will have a term of up to 20 years as selected by the QF.

A QF with a nameplate capacity rating of 10 MW or less as defined herein may elect the option of a Standard PPA.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PPA (Continued)

Any Seller may elect to negotiate a PPA with the Company. Such negotiation will comply with the requirements of the Federal Energy Regulatory Commission (FERC), and the Commission including the guidelines in Order No. 07-360, and Schedule 202. Negotiations for power purchase pricing will be based on either the filed Standard Avoided Costs or Renewable Avoided Costs in effect at that time.

STANDARD PPA (Nameplate capacity of 10 MW or less)

A Seller choosing a Standard PPA will complete all informational and price option selection requirements in the applicable Standard PPA and submit the executed Agreement to the Company prior to service under this schedule. The Standard PPA is available at www.portlandgeneral.com. The available Standard PPAs are:

- Standard In-System Non-Variable Power Purchase Agreement
- Standard Off-System Non-Variable Power Purchase Agreement
- Standard In-System Variable Power Purchase Agreement
- Standard Off-System Variable Power Purchase Agreement
- Standard Renewable In-System Non-Variable Power Purchase Agreement
- Standard Renewable Off-System Non-Variable Power Purchase Agreement
- Standard Renewable In-System Variable Power Purchase Agreement
- Standard Renewable Off-System Variable Power Purchase Agreement

The Standard PPAs applicable to variable resources are available only to QFs utilizing wind, solar or run of river hydro as the primary motive force.

GUIDELINES FOR 10 MW OR LESS FACILITIES ELECTING STANDARD PPA

To execute the Standard PPA the Seller must complete all of the general project information requested in the applicable Standard PPA.

When all information required in the Standard PPA has been received in writing from the Seller, the Company will respond within 15 business days with a draft Standard PPA.

The Seller may request in writing that the Company prepare a final draft Standard PPA. The Company will respond to this request within 15 business days. In connection with such request, the QF must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft Standard PPA.

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

Effective for service
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Attachment 7
Alfalfa Solar I LLC PPA
Page 24

SCHEDULE 201 (Continued)

OFF-SYSTEM PPA

A Seller with a facility that interconnects with an electric system other than the Company's electric system may enter into a PPA with the Company after following the applicable Standard or Negotiated PPA guidelines and making the arrangements necessary for transmission of power to the Company's system.

BASIS FOR POWER PURCHASE PRICE

AVOIDED COST SUMMARY

The power purchase prices are based on either the Company's Standard Avoided Costs or Renewable Avoided Costs in effect at the time the agreement is executed. Avoided Costs are defined in 18 CFR 292.101(3) as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source."

Monthly On-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1a, 2a, and 3a and Renewable Avoided Costs as listed in Tables 4a, 5a, and 6a. Monthly Off-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1b, 2b, and 3b and Renewable Avoided Costs as listed in Tables 4b, 5b, and 6b.

ON-PEAK PERIOD

The On-Peak period is 6:00 a.m. until 10:00 p.m., Monday through Saturday.

OFF-PEAK PERIOD

The Off-Peak period is 10:00 p.m. until 6:00 a.m., Monday through Saturday, and all day on Sunday.

Standard Avoided Costs are based on forward market price estimates through the Resource Sufficiency Period, the period of time during which the Company's Standard Avoided Costs are associated with incremental purchases of Energy and capacity from the market. For the Resource Deficiency Period, the Standard Avoided Costs reflect the fully allocated costs of a natural gas fueled combined cycle combustion turbine (CCCT) including fuel and capital costs. The CCCT Avoided Costs are based on the variable cost of Energy plus capitalized Energy costs at a 93% capacity factor based on a natural gas price forecast, with prices modified for shrinkage and transportation costs.

Renewable Avoided Costs are based on forward market price estimates through the Renewable Resource Sufficiency Period, the period of time during which the Company's Renewable Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Renewable Resource Deficiency Period, the Renewable Avoided Costs reflect the fully allocated costs of a wind plant including capital costs.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PRICING FOR STANDARD PPA

Pricing represents the purchase price per MWh the Company will pay for electricity delivered to a Point of Delivery (POD) within the Company's service territory pursuant to a Standard PPA up to the nameplate rating of the QF in any hour. Any Energy delivered in excess of the nameplate rating will be purchased at the applicable Off-Peak Prices for the selected pricing option.

The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.

The Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; (d) Net Output delivered in the Off-Peak Period; and (e) deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

f) Standard Fixed Price Option

The Standard Fixed Price Option is based on Standard Avoided Costs including forecasted natural gas prices. It is available to all QFs.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Standard Avoided Costs in Tables 1a and 1b, 2a and 2b, or 3a and 3c, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Prices paid to the Seller under the Standard Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both the Base Load QF resources (Tables 1a and 1b) and the avoided proxy resource, the basis used to determine Standard Avoided Costs for the Standard Fixed Price Option, are assumed to have a capacity contribution to peak of 100%. The capacity contribution for Wind QF resources (Tables 2a and 2b) is assumed to be 5%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 5%.

Prices paid to the Seller under the Standard Fixed Price Option for Wind QFs (Tables 2a and 2b) include a reduction for the wind integration costs in Table 7. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 2a and 2b, for a net-zero effect.

Effective for service
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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.

Effective for service
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UM 1805

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1a												
Avoided Costs												
Standard Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	28.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	28.93	25.81	24.81	23.08	31.60	36.26	32.22	30.87	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	25.40	34.51	39.26	34.96	33.83	34.92	37.63
2018	38.46	34.90	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.08	38.11	37.58	38.50	41.81
2020	40.38	38.51	34.52	32.88	31.77	29.50	40.97	45.82	41.38	39.76	41.06	44.25
2021	78.85	78.41	74.08	73.15	73.29	73.48	73.59	73.74	73.90	74.05	76.07	77.39
2022	79.87	80.05	78.71	76.75	76.53	76.81	78.77	75.94	77.11	77.75	80.48	81.61
2023	82.88	82.91	80.82	78.06	78.47	78.48	78.64	78.81	78.99	79.72	82.44	83.38
2024	85.05	84.90	82.78	81.04	80.24	79.89	80.07	80.24	80.42	81.68	83.94	84.91
2025	87.42	86.98	85.17	83.82	83.53	83.72	83.91	84.10	84.30	84.97	86.06	89.08
2026	93.87	93.90	93.15	91.55	91.31	91.55	91.77	92.00	92.24	93.06	95.36	97.00
2027	98.91	99.18	98.04	92.43	92.18	92.41	92.63	92.86	93.10	93.79	97.14	98.19
2028	99.58	99.83	98.18	93.58	93.32	93.58	93.78	94.01	94.25	94.98	98.47	99.54
2029	102.09	101.44	98.38	95.44	95.98	96.23	96.48	96.70	96.95	97.67	101.14	103.35
2030	104.39	104.04	99.48	97.63	97.34	97.59	97.83	98.07	98.32	99.06	102.58	105.79
2031	105.92	105.62	101.81	99.62	99.32	99.57	99.81	100.05	100.31	101.08	104.65	105.79
2032	107.68	107.37	103.59	101.28	100.94	101.20	101.44	101.69	101.95	102.73	106.38	107.54
2033	110.15	109.84	105.96	103.81	103.28	103.56	103.80	104.05	104.32	105.10	108.83	110.01
2034	112.43	112.11	108.18	105.75	105.43	105.69	105.95	106.21	106.48	107.29	111.08	112.29
2035	114.82	114.29	110.28	107.81	107.48	107.75	108.01	108.27	108.55	109.37	113.24	114.47
2036	118.98	118.65	112.56	110.04	109.70	109.97	110.24	110.51	110.79	111.62	115.57	116.83
2037	119.72	119.38	115.21	112.64	112.29	112.57	112.84	113.12	113.41	114.26	118.29	119.57
2038	122.38	122.01	117.76	115.14	114.79	115.08	115.35	115.63	115.93	116.79	120.90	122.21
2039	124.88	124.52	120.19	117.52	117.16	117.45	117.73	118.02	118.32	119.20	123.39	124.72
2040	127.74	127.37	122.95	120.23	119.88	120.18	120.45	120.74	121.04	121.94	126.22	127.57

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.98	20.38	20.88	15.88	17.88	18.13	23.88	26.13	26.63	23.13	25.38	28.38
2016	27.08	25.69	23.32	18.54	16.85	13.43	23.13	27.74	26.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	18.23	15.43	25.37	30.49	28.02	28.93	30.87	33.03
2018	32.65	31.29	28.03	22.20	18.93	15.96	27.60	33.43	30.71	32.29	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.38	16.82	29.35	35.30	32.42	34.73	35.90	38.38
2020	36.91	35.42	31.72	25.08	22.46	17.99	31.45	37.85	34.75	37.24	38.17	41.44
2021	40.11	38.87	35.54	34.60	34.75	34.90	35.05	35.20	35.35	35.51	37.52	38.85
2022	40.59	40.76	39.42	37.47	37.25	37.32	37.46	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.28	38.30	38.47	38.64	38.82	38.65	42.26	43.21
2024	44.38	43.91	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.28	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.49	42.69	43.37	46.49	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.54	53.95	54.69
2027	55.68	55.93	55.81	49.20	48.95	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.28	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.78	52.04	52.76	56.23	58.44
2030	58.81	58.25	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.25	58.95	55.25	52.98	52.65	52.90	53.14	53.39	53.64	54.40	57.90	61.24
2032	62.42	60.11	58.33	54.00	53.59	53.94	54.19	54.43	54.69	55.45	59.12	60.28
2033	61.87	61.38	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.80	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.86	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.98	60.24	60.51	60.79	61.07	61.92	65.95	67.22
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.95	69.24
2039	70.51	70.15	65.82	63.14	62.78	63.05	63.30	63.54	63.84	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

Effective for service
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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	27.36	21.38	22.38	18.11	19.11	21.36	29.36	30.86	26.86	23.61	25.11	29.36
2017	27.59	26.17	23.09	21.67	20.97	19.22	28.06	32.42	28.38	27.13	28.13	30.59
2018	30.21	28.95	25.28	24.22	23.44	21.46	30.80	35.35	30.95	29.92	31.01	33.78
2019	32.47	30.61	27.20	25.54	24.72	22.68	33.02	38.12	33.38	31.83	33.10	35.98
2020	34.07	32.33	28.56	26.82	25.96	23.82	34.65	39.99	35.04	33.51	34.73	37.74
2021	36.21	34.36	30.37	28.83	27.82	25.35	36.82	42.47	37.23	35.61	36.91	40.10
2022	37.81	37.56	33.23	32.30	32.45	32.60	32.75	32.90	33.05	33.21	35.22	36.54
2023	38.24	38.42	37.08	35.12	34.90	34.98	35.14	35.30	35.47	36.11	38.81	39.98
2024	40.33	40.36	37.97	36.51	35.91	35.92	36.09	36.26	36.43	37.17	39.88	40.83
2025	41.82	41.37	39.66	37.92	37.11	36.77	36.94	37.12	37.30	38.06	40.82	41.79
2026	43.33	42.80	41.09	39.74	38.44	38.64	39.82	40.02	40.21	40.93	44.00	45.00
2027	48.74	48.56	45.21	43.81	43.37	43.61	44.83	45.07	45.31	46.11	51.42	52.06
2028	53.11	53.35	48.23	46.67	46.37	46.60	48.83	49.06	49.29	49.99	51.33	52.39
2029	52.90	53.14	48.49	46.89	46.63	46.87	49.10	49.32	49.56	49.81	51.78	52.85
2030	54.50	53.85	50.77	48.85	48.40	48.64	48.87	49.11	49.36	50.09	53.55	55.76
2031	55.89	55.53	50.97	49.12	48.83	49.08	49.32	49.56	49.81	50.59	54.07	57.40
2032	58.47	58.17	52.48	50.18	49.87	50.12	50.36	50.60	50.84	51.61	55.20	58.54
2033	57.57	57.28	52.48	50.15	49.84	50.09	50.34	50.59	50.85	51.62	55.22	58.57
2034	58.79	58.47	54.62	52.24	51.92	52.18	52.43	52.68	52.96	53.74	57.46	58.85
2035	59.91	59.59	55.66	53.24	52.91	53.18	53.43	53.68	53.96	54.76	58.56	59.77
2036	61.25	60.92	56.91	54.44	54.11	54.38	54.64	54.90	55.18	56.00	59.87	61.10
2037	62.73	62.40	58.31	55.79	55.45	55.72	55.99	56.26	56.54	57.37	61.32	62.58
2038	64.26	63.92	59.75	57.18	56.83	57.12	57.39	57.65	57.95	58.80	62.83	64.11
2039	65.84	65.49	61.24	58.62	58.26	58.55	58.82	59.11	59.40	60.27	64.37	65.68
2040	67.26	66.91	62.57	59.90	59.54	59.84	60.12	60.40	60.70	61.58	65.77	67.11
2040	69.00	68.64	64.22	61.50	61.13	61.43	61.71	62.01	62.31	63.21	67.49	68.84

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2b Avoided Costs Standard Fixed Price Option for Wind OF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.88	19.36	21.61	24.61
2017	23.22	22.15	19.48	14.70	12.81	9.59	19.29	23.60	21.67	23.46	24.13	28.27
2018	26.38	25.16	22.13	17.56	15.32	11.52	21.46	26.58	24.11	26.02	26.76	29.12
2019	28.51	27.30	24.04	18.21	15.90	11.97	23.61	29.44	26.72	28.90	29.72	32.33
2020	30.35	29.97	26.52	19.35	16.91	12.75	25.28	31.23	28.35	30.88	31.53	34.29
2021	32.76	31.27	27.57	20.53	18.31	13.84	27.30	33.70	30.80	33.09	34.02	36.99
2022	35.88	35.64	31.31	23.37	20.52	16.67	30.82	35.97	31.15	31.29	32.29	34.52
2023	38.28	36.45	35.11	33.16	32.94	33.01	33.17	33.34	33.61	34.15	35.68	38.02
2024	38.32	34.35	35.96	34.60	33.80	33.91	34.08	34.26	34.43	35.16	37.87	38.82
2025	39.89	39.34	37.63	35.88	35.05	34.74	34.91	35.08	35.20	36.52	38.79	39.78
2026	41.25	40.82	39.01	37.66	37.38	37.56	37.74	37.93	38.13	38.81	41.92	42.92
2027	43.82	43.84	42.00	44.49	44.25	44.49	44.71	44.95	45.19	45.99	49.30	49.84
2028	50.94	51.18	48.07	44.48	44.21	44.44	44.67	44.89	45.13	45.84	49.17	50.23
2029	50.89	50.94	48.29	44.69	44.43	44.67	44.89	45.12	45.36	46.07	49.38	50.65
2030	52.25	51.61	48.52	46.80	46.15	46.39	46.63	46.87	47.12	47.84	51.31	53.52
2031	53.69	53.24	48.68	46.83	46.55	46.79	47.03	47.27	47.52	48.26	51.78	55.11
2032	54.14	53.83	50.13	47.84	47.53	47.78	48.02	48.27	48.52	49.26	52.85	54.00
2033	55.21	54.80	51.12	48.79	48.47	48.73	48.97	49.22	49.48	50.25	53.91	55.07
2034	56.38	55.95	52.19	49.82	49.50	49.76	50.01	50.26	50.53	51.31	55.04	56.22
2035	57.49	57.11	53.19	50.76	50.43	50.70	50.95	51.21	51.48	52.26	55.99	57.29
2036	58.78	58.40	54.39	51.92	51.68	51.92	52.16	52.39	52.66	53.48	57.35	58.58
2037	60.17	59.84	55.75	53.23	52.89	53.17	53.43	53.70	53.98	54.81	58.77	60.02
2038	61.65	61.30	57.13	54.57	54.22	54.50	54.77	55.05	55.33	56.18	60.21	61.49
2039	63.17	62.82	58.57	56.05	55.69	55.88	56.16	56.44	56.73	57.60	61.71	63.01
2040	64.55	64.19	59.68	57.18	56.82	57.12	57.40	57.68	57.98	58.87	63.06	64.39
2041	66.23	65.87	61.45	58.73	58.36	58.66	58.94	59.24	59.54	60.44	64.71	66.07

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2a Avoided Costs Standard Fixed Price Option for Solar OF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	28.63	27.38	28.88	33.13
2017	31.43	30.01	26.93	25.51	24.81	23.06	31.90	36.26	32.22	33.97	31.97	34.43
2018	34.12	32.58	29.20	26.13	27.35	25.40	34.61	39.26	34.66	33.83	34.92	37.63
2019	38.48	34.80	31.18	28.53	28.71	28.67	37.01	42.11	37.38	35.92	37.09	39.97
2020	38.14	36.40	32.63	30.89	30.03	27.69	38.72	44.06	39.11	37.58	38.80	41.81
2021	40.39	39.51	34.52	32.06	31.77	29.50	40.67	46.62	41.38	39.76	41.06	44.23
2022	42.34	41.79	37.45	33.53	33.68	33.83	38.88	47.13	42.28	40.44	39.48	40.77
2023	45.55	42.73	41.39	39.43	39.21	39.29	39.45	39.61	39.76	40.42	43.18	44.29
2024	44.72	44.75	42.35	40.90	40.30	40.31	40.48	40.65	40.82	41.58	44.27	45.22
2025	46.39	46.84	44.13	42.39	41.58	41.24	41.41	41.59	41.77	43.03	45.29	46.26
2026	47.89	47.48	45.65	44.30	44.00	44.20	44.38	44.58	44.77	46.45	48.56	49.65
2027	53.39	53.61	52.85	51.26	51.02	51.28	51.45	51.72	51.96	52.76	56.07	56.71
2028	57.85	58.09	52.97	51.38	51.11	51.34	51.57	51.80	52.03	52.78	56.07	57.13
2029	57.73	57.97	53.32	51.72	51.48	51.70	51.93	52.15	52.39	53.10	56.81	57.88
2030	59.42	58.71	55.69	53.77	53.32	53.59	53.79	54.03	54.28	55.01	58.47	60.08
2031	60.90	60.55	55.59	54.14	53.85	54.10	54.34	54.58	54.83	55.57	59.09	62.42
2032	61.59	61.29	57.58	55.30	54.99	55.24	55.48	55.72	55.96	56.73	60.32	61.48
2033	62.78	62.47	58.69	56.38	56.05	56.30	56.55	56.80	57.06	57.83	61.48	62.64
2034	64.10	63.78	59.93	57.55	57.23	57.49	57.74	57.99	58.26	59.05	62.77	63.85
2035	65.33	65.01	61.08	58.66	58.33	58.60	58.85	59.11	59.38	60.18	63.98	65.19
2036	66.77	66.44	62.43	59.96	59.63	59.89	60.15	60.42	60.70	61.52	65.39	66.62
2037	68.35	68.03	63.94	61.42	61.09	61.35	61.62	61.89	62.17	63.01	66.95	68.21
2038	70.00	69.65	65.43	62.92	62.57	62.86	63.13	63.40	63.69	64.54	68.57	69.85
2039	71.89	71.34	67.09	64.47	64.11	64.40	64.67	64.95	65.26	66.12	70.22	71.53
2040	73.22	72.87	68.53	65.86	65.50	65.80	66.08	66.36	66.66	67.54	71.73	73.07
2041	75.03	74.72	70.30	67.58	67.21	67.51	67.79	68.09	68.39	69.28	73.57	74.92

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3b Avoided Costs Standard Fixed Price Option for Solar QF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.98	20.38	20.88	15.89	17.80	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.06	25.89	23.32	18.54	16.85	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	28.93	30.87	33.03
2018	32.90	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.58	23.42	20.88	16.82	29.38	35.20	32.42	34.73	35.80	38.39
2020	36.81	35.42	31.72	25.08	22.48	17.89	31.55	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.87	35.54	24.80	24.75	14.90	35.05	35.20	35.38	35.51	37.52	38.85
2022	40.59	40.76	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.29	38.30	38.47	38.64	38.82	39.65	42.26	43.21
2024	44.36	43.81	42.10	40.35	39.55	38.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.67	42.22	41.82	42.12	42.30	42.48	42.68	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.64	53.95	54.99
2027	53.98	53.93	53.81	49.20	49.95	49.18	49.41	49.63	49.87	50.58	53.91	54.97
2028	55.92	55.77	51.12	48.52	49.28	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.78	56.23	58.44
2030	58.81	58.29	53.70	51.85	51.67	51.81	52.05	52.29	52.64	53.29	56.80	60.13
2031	59.26	58.95	55.25	52.86	52.65	52.90	53.14	53.39	53.64	54.40	57.98	59.12
2032	60.42	60.11	56.33	54.00	53.88	53.94	54.18	54.43	54.69	55.46	59.12	60.29
2033	61.67	61.36	57.50	55.13	54.81	55.07	55.37	55.67	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.83	56.19	55.85	56.12	56.37	56.63	56.90	57.70	61.53	62.71
2035	64.26	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.88	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.99	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.28	62.58	63.45	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)

2) Renewable Fixed Price Option

The Renewable Fixed Price Option is based on Renewable Avoided Costs. It is available only to Renewable QFs that generate electricity from a renewable energy source that may be used by the Company to comply with the Oregon Renewable Portfolio Standard as set forth in ORS 499A.005 to 499A.210.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Renewable Avoided Costs in Tables 4a and 4b, 5a and 5b, or 6a and 6b, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Sellers will retain all Environmental Attributes generated by the facility during the Renewable Resource Sufficiency Period. A Renewable QF choosing the Renewable Fixed Price Option must cede all RPS Attributes generated by the facility to the Company during the Renewable Resource Deficiency Period.

Prices paid to the Seller under the Renewable Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both Wind QF resources (Tables 5a and 5b) and the avoided proxy resource, the basis used to determine Renewable Avoided Costs for the Renewable Fixed Price Option, are assumed to have a capacity contribution to peak of 5%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 5%. The capacity contribution for Base Load QF resources (Tables 4a and 4b) is assumed to be 100%.

The Renewable Avoided Costs during the Renewable Resource Deficiency Period reflect an increase for avoided wind integration costs, shown in Table 7.

Prices paid to the Seller under the Renewable Fixed Price Option for Wind QFs (Tables 5a and 5b) include a reduction for the wind integration costs in Table 7, which cancels out wind integration costs included in the Renewable Avoided Costs during the Renewable Resource Deficiency Period. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 5a and 5b.

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.15	26.13	26.13	21.88	22.88	25.13	23.13	24.73	26.63	27.38	28.88	33.13
2016	31.58	30.18	27.08	26.66	24.95	23.21	22.05	26.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	26.55	24.66	39.41	38.01	33.88	35.07	37.78
2018	36.61	34.65	31.34	29.68	28.88	26.82	27.18	42.28	37.53	36.07	37.24	40.12
2019	38.30	38.68	32.79	31.05	30.19	28.05	28.88	44.22	39.27	37.74	39.95	41.97
2020	130.42	130.40	129.60	130.04	133.82	132.78	132.38	132.24	130.72	129.59	130.57	129.37
2021	133.36	133.64	131.86	139.13	138.49	138.59	134.91	135.62	133.73	132.64	134.08	132.51
2022	138.24	138.10	133.85	135.30	139.41	138.20	137.67	137.62	136.32	135.14	135.83	136.12
2023	139.50	138.89	136.54	138.99	141.55	141.01	140.60	140.17	139.18	137.81	139.03	138.53
2024	141.20	141.38	139.07	141.45	144.67	143.47	143.33	143.02	142.81	139.99	141.17	141.32
2025	144.44	144.83	142.24	145.02	149.08	147.69	146.57	146.72	145.78	143.11	144.48	144.07
2026	148.08	147.69	145.07	148.54	153.60	149.69	149.69	150.17	148.84	146.23	148.39	147.27
2027	150.98	150.48	148.51	151.01	158.07	152.64	152.20	153.30	152.54	149.20	150.73	150.17
2028	153.78	152.55	150.16	154.12	160.88	154.85	155.77	153.78	154.75	152.38	153.65	152.73
2029	157.02	156.74	153.60	157.39	168.40	159.30	159.39	159.46	155.48	153.44	155.31	154.31
2030	160.29	159.94	157.24	160.98	173.65	164.43	161.89	161.75	163.38	158.51	159.18	159.23
2031	163.23	162.64	160.72	164.67	177.15	168.11	164.90	166.01	168.26	161.75	163.08	162.54
2032	165.75	165.16	163.21	167.22	179.91	171.73	167.46	168.59	168.84	164.26	165.59	165.08
2033	169.59	168.98	166.98	171.09	184.05	175.70	171.33	172.49	172.74	168.06	169.41	168.88
2034	173.01	172.39	170.36	174.55	187.78	179.24	174.79	175.87	176.23	171.46	172.84	172.28
2035	176.38	175.72	173.65	177.81	181.39	182.70	178.16	179.38	179.63	174.78	176.17	175.62
2036	179.40	178.76	176.65	180.89	184.69	185.85	181.24	182.46	182.74	177.79	179.22	178.65
2037	183.23	182.57	180.41	184.85	188.85	189.82	185.10	186.35	186.63	181.59	183.04	182.46
2038	186.78	186.09	183.90	188.42	202.59	193.48	188.68	189.95	190.23	185.05	186.57	185.98
2039	190.37	189.66	187.44	192.05	208.80	197.22	192.32	193.61	193.91	188.65	190.17	189.57
2040	193.65	192.95	190.69	195.37	210.16	200.62	195.64	196.98	197.28	191.92	193.49	192.95

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	28.88	20.38	20.68	15.88	17.88	19.13	23.88	26.13	25.63	25.13	25.38	28.38
2016	27.21	28.14	23.47	19.89	16.80	13.58	23.28	27.89	25.68	27.45	28.12	30.28
2017	30.42	29.21	26.19	21.62	19.38	15.58	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.19	22.35	20.04	16.11	27.85	33.58	30.86	33.04	33.66	36.47
2019	34.58	33.20	28.76	23.58	21.14	16.98	28.61	35.46	32.58	34.89	35.76	38.52
2020	74.05	74.35	76.18	74.70	70.70	70.98	71.32	72.70	73.76	75.21	74.96	75.90
2021	76.81	75.69	77.70	76.08	72.69	72.71	73.48	73.86	75.29	77.88	74.76	79.60
2022	77.70	77.31	79.56	77.27	73.58	74.12	75.90	74.74	76.69	78.10	78.03	78.21
2023	76.70	78.78	81.63	79.35	74.14	75.53	77.17	76.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.65	77.78	78.40	78.83	78.61	81.03	79.55	80.29
2025	80.98	80.84	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.94	79.12	83.31	82.41	82.47
2027	84.14	84.11	88.28	82.99	75.15	80.77	81.18	80.43	80.90	86.39	83.38	83.99
2028	85.29	85.01	89.97	85.07	74.43	82.67	82.75	81.19	82.63	87.08	84.33	86.62
2029	85.87	85.84	90.91	85.72	78.73	82.83	84.21	82.59	84.39	89.50	85.85	88.12
2030	87.21	88.28	92.46	88.69	80.43	83.64	84.98	85.17	84.95	89.69	88.91	89.84
2031	88.10	90.50	93.29	87.32	89.81	83.38	88.78	88.97	85.14	91.14	89.53	90.04
2032	90.57	82.00	95.23	88.78	79.97	84.75	88.21	88.41	88.54	92.64	92.44	91.53
2033	92.57	94.03	97.34	90.72	72.57	85.63	90.10	90.36	88.48	94.69	94.48	93.55
2034	94.38	95.84	99.22	92.47	73.93	88.30	91.90	92.10	90.16	96.52	96.30	95.36
2035	95.18	97.69	101.13	94.25	75.36	90.00	93.88	93.88	91.90	98.38	98.15	97.20
2036	97.77	99.31	102.80	95.91	76.61	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.23	101.50	105.07	97.93	78.30	93.61	97.33	97.54	95.49	102.21	101.99	100.99
2038	101.88	103.46	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.85	102.83
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	108.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.89	98.76	102.79	103.02	100.85	107.95	107.71	106.65

Effective for service on and after September 23, 2015.

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.35	21.35	22.35	18.11	19.11	21.35	29.35	30.95	25.85	23.51	25.11	29.35
2016	27.74	25.32	23.24	21.52	21.12	19.37	26.21	32.57	25.53	27.23	28.23	30.74
2017	30.35	28.50	25.44	24.37	23.59	21.64	30.75	35.59	31.10	30.07	31.16	33.97
2018	32.62	30.95	27.35	25.69	24.87	22.85	33.17	38.27	33.54	32.08	33.25	35.13
2019	34.23	32.49	28.72	26.88	26.12	23.98	34.81	40.15	35.20	33.67	34.89	37.90
2020	39.59	37.67	33.77	31.91	30.09	27.03	34.05	40.00	35.85	34.35	35.64	38.64
2021	41.73	39.00	34.23	31.50	29.85	26.59	33.28	39.88	35.10	33.61	34.44	37.68
2022	43.51	40.65	35.42	32.47	30.88	27.57	34.23	40.19	35.89	34.71	35.39	38.68
2023	45.01	42.50	37.17	34.51	32.50	28.84	35.23	41.19	36.80	35.43	36.45	39.15
2024	47.25	44.43	39.12	36.50	34.21	30.51	36.97	42.85	38.03	37.21	37.37	40.37
2025	49.57	46.89	41.31	38.08	36.15	32.28	38.69	44.59	39.27	38.55	38.13	41.63
2026	52.27	49.88	43.16	40.24	38.00	34.09	40.57	46.37	40.52	40.22	40.58	42.97
2027	55.29	53.17	45.82	42.92	40.85	36.01	42.52	48.19	41.79	41.51	41.84	44.36
2028	58.65	56.86	48.57	45.83	43.87	38.16	44.59	50.16	43.08	42.85	43.14	45.79
2029	62.37	60.23	51.09	48.08	46.00	40.40	46.76	52.10	44.38	44.14	44.51	47.25
2030	66.45	64.09	53.80	50.51	48.40	42.61	49.03	54.09	45.67	45.40	45.88	48.74
2031	70.89	68.24	56.61	53.12	50.89	44.81	51.40	56.02	46.96	46.68	47.25	50.25
2032	75.69	72.69	59.52	55.83	53.46	47.22	53.77	58.00	48.25	47.95	48.13	51.78
2033	80.85	77.51	62.53	58.74	56.17	49.63	56.14	60.03	49.54	49.23	49.51	53.33
2034	86.37	82.71	65.64	61.85	58.68	51.94	58.61	62.16	50.83	50.50	50.78	54.90
2035	92.25	88.24	68.95	64.16	60.79	54.25	61.08	64.39	52.12	51.77	52.05	56.48
2036	98.48	94.07	72.56	67.77	63.10	56.56	63.55	66.82	53.41	53.04	53.32	58.07
2037	105.06	100.25	76.47	71.68	66.11	58.87	65.90	69.35	54.70	54.30	54.57	59.67
2038	111.99	106.78	80.67	75.89	69.52	61.18	68.03	71.97	56.00	55.57	55.83	61.28
2039	119.27	113.67	85.16	80.41	73.63	63.50	70.26	74.70	57.30	56.84	57.08	62.90
2040	126.90	120.91	89.94	85.44	77.70	65.82	72.71	77.50	58.63	58.14	58.37	64.54

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	16.61	17.11	12.11	14.11	15.35	20.11	22.35	21.85	19.35	21.51	24.91
2016	23.37	22.30	19.63	14.95	12.95	9.74	19.44	24.05	21.82	23.91	24.28	25.49
2017	26.51	25.30	22.25	17.71	15.47	11.67	21.51	26.73	24.29	26.17	26.91	28.27
2018	28.76	27.45	24.19	18.38	16.05	12.12	23.95	28.59	26.57	28.05	28.87	30.45
2019	30.51	28.13	25.68	19.51	17.07	12.91	25.44	31.39	28.51	30.82	31.69	33.45
2020	39.90	37.20	32.03	27.05	24.55	18.83	31.17	38.55	34.61	37.06	38.03	40.35
2021	42.38	39.46	33.47	28.65	25.82	19.48	33.26	40.65	36.51	39.02	40.05	42.57
2022	44.39	41.00	35.05	30.26	27.06	20.97	35.37	42.74	38.51	40.92	41.99	44.60
2023	46.41	42.71	37.14	32.49	28.75	22.44	37.50	44.82	40.40	42.81	43.92	46.53
2024	48.85	44.85	39.27	34.69	30.28	24.01	39.63	46.91	42.29	44.82	45.97	48.90
2025	51.60	47.30	41.32	36.77	32.08	25.54	41.76	49.00	44.18	46.71	47.90	50.44
2026	54.66	50.17	43.43	38.86	34.17	27.01	43.90	51.09	45.47	48.72	49.94	52.99
2027	58.03	53.25	45.58	40.95	36.26	28.44	46.04	53.18	46.76	50.83	52.07	55.54
2028	61.72	56.65	47.76	43.04	38.55	30.87	48.18	55.46	48.05	52.90	54.15	58.09
2029	65.74	60.38	50.01	45.13	40.66	33.28	50.32	57.74	49.34	54.93	56.19	60.64
2030	70.09	64.44	52.26	47.22	42.77	35.69	52.46	60.01	50.63	56.96	58.23	63.19
2031	74.76	68.81	54.53	49.31	44.86	38.10	54.60	62.70	51.92	58.99	60.30	65.74
2032	79.75	73.50	56.82	51.40	46.95	40.51	56.74	65.39	53.21	60.98	62.41	68.29
2033	85.06	78.51	59.13	53.49	49.04	42.92	58.88	68.08	54.50	62.97	64.54	70.84
2034	90.69	82.42	61.44	55.58	51.13	45.33	61.02	70.77	55.79	64.96	66.11	73.39
2035	96.64	86.17	63.75	57.67	53.22	47.74	63.16	73.46	57.08	66.95	67.68	75.94
2036	102.91	90.20	66.06	59.76	55.31	50.15	65.30	76.15	58.37	68.94	69.35	78.49
2037	109.40	94.07	68.37	61.85	57.40	52.56	67.44	78.84	59.66	70.93	71.34	81.04
2038	116.11	97.61	70.68	63.94	59.49	54.97	69.58	81.53	60.95	72.92	73.33	83.59
2039	123.04	100.90	72.99	66.03	61.58	57.48	71.72	84.22	62.24	74.91	75.32	86.14
2040	130.29	104.40	75.30	68.12	63.67	59.99	73.86	86.91	63.53	76.90	77.31	88.69

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 8a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar CF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	31.13	25.13	25.13	21.88	22.88	25.13	33.13	34.73	29.83	27.38	29.88	33.19
2016	31.58	30.16	27.08	25.66	24.96	23.21	32.05	38.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.95	34.66	39.41	35.01	33.88	35.07	37.78
2018	36.61	34.95	31.34	29.68	28.68	26.82	37.18	42.26	37.53	36.07	37.24	40.12
2018	38.33	36.58	32.79	31.05	30.18	28.05	38.98	44.22	39.27	37.74	38.95	41.97
2019	39.94	39.82	32.92	33.45	37.24	36.18	35.81	35.87	34.15	33.00	33.39	32.78
2021	35.56	36.23	34.46	35.73	39.04	38.10	37.51	38.11	36.33	35.14	36.87	35.11
2022	36.12	37.07	35.73	37.78	101.29	100.00	99.54	99.50	99.20	97.02	98.70	96.99
2023	100.40	99.89	97.56	100.00	102.89	102.00	101.82	101.18	100.19	98.82	100.84	98.54
2024	101.72	101.80	99.59	101.87	105.18	103.98	103.85	103.54	103.32	100.50	101.68	101.84
2026	104.07	104.45	101.87	104.64	108.71	107.32	106.19	106.35	105.38	102.73	104.11	103.69
2028	106.92	106.53	104.81	107.39	112.65	108.64	108.54	108.02	108.68	105.07	107.23	108.12
2027	108.03	108.51	108.58	109.08	115.12	110.89	110.25	111.96	110.59	107.25	108.78	108.22
2028	111.02	109.79	107.40	111.38	117.90	112.17	113.01	113.02	111.89	109.62	110.89	109.67
2029	113.43	113.15	110.01	114.00	125.82	115.72	115.81	115.81	115.86	114.09	112.88	112.73
2030	115.86	115.51	112.82	116.23	129.42	120.01	117.47	117.33	118.96	114.09	114.75	114.61
2031	117.94	117.36	115.44	118.59	131.67	123.82	119.82	120.73	120.96	116.47	117.78	117.26
2032	119.89	119.29	117.34	121.36	134.05	125.87	121.59	122.72	122.98	118.39	119.72	119.20
2033	122.54	121.93	119.93	124.04	137.01	128.65	124.28	125.44	125.70	121.01	122.37	121.83
2034	124.80	124.28	122.25	126.44	138.66	131.15	125.88	127.88	128.12	123.26	124.73	124.19
2035	127.32	126.88	124.81	128.83	142.35	133.69	129.12	130.32	130.59	125.73	127.14	126.58
2036	129.42	128.77	126.67	131.00	144.70	135.87	131.26	132.48	132.75	127.80	129.24	128.67
2037	132.28	131.62	129.46	133.90	147.60	138.87	134.16	135.40	135.68	130.63	132.09	131.51
2038	134.83	134.16	131.96	136.49	150.75	141.55	136.74	138.02	138.30	133.15	134.64	134.05
2039	137.43	136.75	134.51	139.12	153.86	144.28	139.38	140.68	140.97	135.72	137.24	136.64
2040	139.70	139.01	136.73	141.41	156.20	146.87	141.69	143.00	143.30	137.96	139.51	138.89

Effective for service on and after September 23, 2015

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 8b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar CF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	26.88	20.38	20.88	15.88	17.89	19.13	23.88	28.13	26.63	23.13	25.38	28.38
2016	27.21	26.14	23.47	18.89	16.80	13.58	23.28	27.89	25.66	27.45	28.12	30.28
2017	30.42	29.21	26.19	21.62	19.38	16.58	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.41	28.18	22.35	20.04	16.11	27.85	33.58	30.88	32.04	33.88	36.47
2018	34.88	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.69	34.89	35.78	38.52
2020	74.03	74.53	76.18	74.70	70.70	70.58	71.32	72.70	73.76	75.21	74.68	75.60
2021	76.81	75.69	77.70	76.08	72.69	72.71	73.48	73.88	75.25	77.66	74.78	76.80
2022	77.70	77.31	79.98	77.27	73.68	74.12	75.90	74.74	76.69	79.10	78.00	78.21
2023	78.70	78.75	81.53	79.38	74.14	75.53	77.17	76.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.55	77.78	76.40	78.63	78.61	81.03	79.55	80.23
2025	80.96	80.94	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	78.31	78.11	79.94	79.12	83.91	82.41	82.47
2027	84.14	84.11	88.28	82.99	75.15	80.77	81.16	80.43	80.50	85.39	83.38	83.39
2028	85.29	85.01	88.97	85.07	74.43	82.57	82.76	81.19	82.83	87.08	84.33	86.82
2029	85.87	85.84	90.81	89.72	80.73	82.93	84.21	82.69	84.39	88.00	86.85	88.12
2030	87.21	88.28	92.48	88.89	88.43	83.64	84.98	85.17	84.95	89.66	88.91	89.94
2031	88.10	90.50	93.69	87.32	89.81	83.38	88.78	88.87	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.23	89.76	70.97	84.75	88.21	88.41	88.54	92.64	92.44	91.53
2033	92.67	94.08	97.34	90.72	72.83	86.63	80.16	80.36	85.48	94.89	94.48	93.55
2034	94.36	95.84	99.22	92.47	73.93	88.38	91.90	92.10	92.16	96.52	95.30	95.31
2035	96.18	97.89	101.15	94.25	75.36	90.00	93.68	93.88	91.80	98.38	98.18	97.20
2036	97.77	99.31	102.80	95.81	76.81	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.83	101.50	105.07	97.93	78.30	93.51	97.33	97.64	95.49	102.21	101.98	100.98
2038	101.88	103.48	107.10	99.82	79.81	95.51	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.96	104.92
2040	105.84	107.20	110.97	103.42	82.69	98.76	102.79	103.02	100.85	107.85	107.71	106.65

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

WIND INTEGRATION

TABLE 7	
Wind Integration	
Year	Cost
2015	3.77
2016	3.84
2017	3.91
2018	3.99
2019	4.07
2020	4.15
2021	4.23
2022	4.31
2023	4.39
2024	4.47
2025	4.56
2026	4.65
2027	4.74
2028	4.83
2029	4.92
2030	5.02
2031	5.12
2032	5.21
2033	5.31
2034	5.42
2035	5.52
2036	5.63
2037	5.74
2038	5.85
2039	5.96
2040	6.08

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

MONTHLY SERVICE CHARGE

Each separately metered QF not associated with a retail Customer account will be charged \$10.00 per month.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable to Sellers with a Standard PPA:

- 1) QFs with nameplate capacity ratings greater than 200 kW are required to secure and maintain a prudent amount of general liability insurance. The Seller must certify to the Company that it is maintaining general liability insurance coverage for each QF at prudent amounts. A prudent amount will be deemed to mean liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit, which limits may be required to be increased or decreased by the Company as the Company determines in its reasonable judgment, that economic conditions or claims experience may warrant.
- 2) Such insurance will include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies will not be canceled or their limits reduced without 30 days' written notice to the Company. The Seller will furnish the Company with certificates of insurance together with the endorsements required herein. The Company will have the right to inspect the original policies of such insurance.
- 3) QFs with a design capacity of 200 kW or less are encouraged to pursue liability insurance on their own. The Oregon Public Utility Commission in Order No. 05-584 determined that it is inappropriate to require QFs that have a design capacity of 200 kW or less to obtain general liability insurance.

TRANSMISSION AGREEMENTS

If the QF is located outside the Company's service territory, the Seller is responsible for the transmission of power at its cost to the Company's service territory.

INTERCONNECTION REQUIREMENTS

Except as otherwise provided in a generation Interconnection Agreement between the Company and Seller, if the QF is located within the Company's service territory, switching equipment capable of isolating the QF from the Company's system will be accessible to the Company at all times. At the Company's option, the Company may operate the switching equipment described above if, in the sole opinion of the Company, continued operation of the QF in connection with the utility's system may create or contribute to a system emergency.

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Attachment 7
Alfalfa Solar I LLC PPA
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SCHEDULE 201 (Continued)

INTERCONNECTION REQUIREMENTS (Continued)

The QF owner interconnecting with the Company's distribution system must comply with all requirements for interconnection as established pursuant to Commission rule, in the Company's Rules and Regulations (Rule C) or the Company's Interconnection Procedures contained in its FERC Open Access Transmission Tariff (OATT), as applicable. The Seller will bear full responsibility for the installation and safe operation of the interconnection facilities.

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA

A QF will be eligible to receive pricing under the Standard PPA if the nameplate capacity of the QF, together with any other electric generating facility using the same motive force, owned or controlled by the Same Person(s) or Affiliated Person(s), and located at the Same Site, does not exceed 10 MW. A Community-Based or Family-Owned QF is exempt from these restrictions.

Definition of Community-Based

- a. A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have some not insignificant continuing role with or interest in the project after it is completed and placed in service.
- b. After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (Individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

Definition of Family-Owned

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered held by the equity owners of the look through entity. An individual is a natural person. In counting to five or fifteen, spouses or children of an equity owner of the project owner who also have an equity interest are aggregated and counted as a single individual.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Concluded)

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)

Definition of Person(s) or Affiliated Person(s)

As used above, the term "Same Person(s)" or "Affiliated Person(s)" means a natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. However, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) solely because they are developed by a single entity.

Furthermore, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Definition of Same Site

For purposes of the foregoing, generating facilities are considered to be located at the same site as the QF for which qualification for pricing under the Standard PPA is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for pricing under the Standard PPA is sought.

Definition of Shared Interconnection and Infrastructure

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

OTHER DEFINITIONS

Mid-C Index Price

As used in this schedule, the daily Mid-C Index Price shall be the Day Ahead Intercontinental Exchange ("ICE") for the bilateral OTC market for energy at the Mid-C Physical for Average

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SCHEDULE 201 (Continued)

OTHER DEFINITIONS (Continued)

On-Peak Power and Average Off-Peak Power found on the following website: <https://www.lheice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

Definition of RPS Attributes

As used in this schedule, RPS Attributes means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

Definition of Environmental Attributes

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

Definition of Resource Sufficiency Period

This is the period from the current year through 2020.

Definition of Resource Deficiency Period

This is the period from 2021 through 2034.

Definition of Renewable Resource Sufficiency Period

This is the period from the current year through 2019.

Definition of Renewable Resource Deficiency Period

This is the period from 2020 through 2034.

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UM 1805

SCHEDULE 201 (Continued)

DISPUTE RESOLUTION

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to pricing under the Standard PPA.

The QF may present disputes to the Commission for resolution using the following process:

The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed.

The utility may respond to the complaint within ten days of service.

The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 860, Division 016. The administrative law judge will not act as an arbitrator.

SPECIAL CONDITIONS

1. Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
2. If the Seller also receives retail Electricity Service from the Company at the same location, any payments under this schedule will be credited to the Seller's retail Electricity Service bill. At the option of the Customer, any net credit over \$10.00 will be paid by check to the Customer.
3. Unless required by state or federal law, if the 1976 Public Utility Regulatory Policies Act (PURPA) is repealed, PPAs entered into pursuant to this schedule will not terminate prior to the Standard or Negotiated PPA's termination date.

TERM OF AGREEMENT

Not less than one year and not to exceed 20 years.

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Attachment 8

Fort Rock Solar IV LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 26th day, JUNE 2016, is between Fort Rock Solar IV LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Lake County, Oregon with a Nameplate Capacity Rating of 10,000 (AC) kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with _Bonneville Power Administration electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture

not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By thirty-six (36) month anniversary of the Effective Date Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth (16th) Contract Year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 10,000 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 20,000,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 40,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's

efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the

Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be

acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Fort Rock Solar IV LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho
greg@richardsonadams.com

To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Maria M. P...
Title: SVP, Power Ops, Res. Strategy
Date: 6/24/2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>VTB</u>
Risk Mgt.	<u>JB</u>

Fort Rock Solar IV LLC
(Name Seller)

By: [Signature]
Name: Jacob H. Stephens
Title: Manager
Date: 6/24/2016

EXHIBIT A DESCRIPTION OF SELLER'S FACILITY

Fort Rock Solar IV is a photovoltaics-based solar generating facility which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input and its dispatching. Partial firming capabilities may be added as described below. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty \leq [14MM/(module rating)].
2. Inverters: Commercially-available string inverter (90kW-AC, nominal) or central station inverter convert DC to AC power, collected by AC wiring to switchboard.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (24.9 KV, nominally)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.
6. Firming capabilities by batteries. Under no circumstance will generation exceed 10 MW-AC at point of interconnection. Battery storage system will be designed and installed 'behind' the inverter system of the facility (and be limited by the inverter capacity, per system AC nameplate limitations).
7. Transmission and interconnection plan: Power will be delivered to PGE system via BPA transmission system. Interconnection studies have been initiated with BPA in early 2016 such that final study results will be completed by mid-2017, based on the BPA SGIR tariff timelines, allowing sufficient time for construction of required

interconnection facilities. Seller has examined prior studies in the interconnection vicinity and assessed reasonable cost outcomes.

Final quantities of primary components (commodities) will be specified in final design, per 10 MW AC max production generation facility. Facility is located per its FERC docket QF16-802 and its effective Form 556: Facility comprised of assemblage land initially located on parcels surrounding the intersection of Webster Rd and Cty Hwy 11-C (-120.994 W, 43.399 N), near Fort Rock in Lake County, OR.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement(s) with interconnecting utilit(ies), as applicable
2. Transmission Agreement between Seller and Transmission Provider
3. Lake County CUP & Building Permits
4. Additional items as may be determined by Seller to be required for facility permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers, batteries) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with applicable interconnecting utility (midstate and/or BPA) and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report;
14. Storage facilities commissioning, controller validation, and testing (as applicable); and
15. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

**SCHEDULE 201
QUALIFYING FACILITY 10 MW or LESS
AVOIDED COST POWER PURCHASE INFORMATION**

PURPOSE

To provide information about Standard Avoided Costs and Renewable Avoided Costs, Standard Power Purchase Agreements (PPA) and Negotiated PPAs, power purchase prices and price options for power delivered by a Qualifying Facility (QF) to the Company with nameplate capacity of 10,000 kW (10MW) or less.

AVAILABLE

To owners of QFs making sales of electricity to the Company in the State of Oregon (Seller).

APPLICABLE

For power purchased from small power production or cogeneration facilities that are QFs as defined in 18 Code of Federal Regulations (CFR) Section 292, that meet the eligibility requirements described herein and where the energy is delivered to the Company's system and made available for Company purchase pursuant to a Standard PPA.

ESTABLISHING CREDITWORTHINESS

The Seller must establish creditworthiness prior to service under this schedule. For a Standard PPA, a Seller may establish creditworthiness with a written acknowledgment that it is current on all existing debt obligations and that it was not a debtor in a bankruptcy proceeding within the preceding 24 months. If the Seller is not able to establish creditworthiness, the Seller must provide security deemed sufficient by the Company as set forth in the Standard PPA.

POWER PURCHASE INFORMATION

A Seller may call the Power Production Coordinator at (503) 484-8000 to obtain more information about being a Seller or how to apply for service under this schedule.

PPA

In accordance with terms set forth in this schedule and the Commission's Rules as applicable, the Company will purchase any Energy in excess of station service (power necessary to produce generation) and amounts attributable to conversion losses, which are made available from the Seller.

A Seller must execute a PPA with the Company prior to delivery of power to the Company. The agreement will have a term of up to 20 years as selected by the QF.

A QF with a nameplate capacity rating of 10 MW or less as defined herein may elect the option of a Standard PPA.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PPA (Continued)

Any Seller may elect to negotiate a PPA with the Company. Such negotiation will comply with the requirements of the Federal Energy Regulatory Commission (FERC), and the Commission including the guidelines in Order No. 07-360, and Schedule 202. Negotiations for power purchase pricing will be based on either the filed Standard Avoided Costs or Renewable Avoided Costs in effect at that time.

STANDARD PPA (Nameplate capacity of 10 MW or less)

A Seller choosing a Standard PPA will complete all informational and price option selection requirements in the applicable Standard PPA and submit the executed Agreement to the Company prior to service under this schedule. The Standard PPA is available at www.portlandgeneral.com. The available Standard PPAs are:

- Standard In-System Non-Variable Power Purchase Agreement
- Standard Off-System Non-Variable Power Purchase Agreement
- Standard In-System Variable Power Purchase Agreement
- Standard Off-System Variable Power Purchase Agreement
- Standard Renewable In-System Non-Variable Power Purchase Agreement
- Standard Renewable Off-System Non-Variable Power Purchase Agreement
- Standard Renewable In-System Variable Power Purchase Agreement
- Standard Renewable Off-System Variable Power Purchase Agreement

The Standard PPAs applicable to variable resources are available only to QFs utilizing wind, solar or run of river hydro as the primary motive force.

GUIDELINES FOR 10 MW OR LESS FACILITIES ELECTING STANDARD PPA

To execute the Standard PPA the Seller must complete all of the general project information requested in the applicable Standard PPA.

When all information required in the Standard PPA has been received in writing from the Seller, the Company will respond within 15 business days with a draft Standard PPA.

The Seller may request in writing that the Company prepare a final draft Standard PPA. The Company will respond to this request within 15 business days. In connection with such request, the QF must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft Standard PPA.

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

Effective for service
on and after September 23, 2015

Attachment 8
Fort Rock Solar IV LLC PPA
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SCHEDULE 201 (Continued)

OFF-SYSTEM PPA

A Seller with a facility that interconnects with an electric system other than the Company's electric system may enter into a PPA with the Company after following the applicable Standard or Negotiated PPA guidelines and making the arrangements necessary for transmission of power to the Company's system.

BASIS FOR POWER PURCHASE PRICE

AVOIDED COST SUMMARY

The power purchase prices are based on either the Company's Standard Avoided Costs or Renewable Avoided Costs in effect at the time the agreement is executed. Avoided Costs are defined in 18 CFR 292.101(b) as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source."

Monthly On-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1a, 2a, and 3a and Renewable Avoided Costs as listed in Tables 4a, 5a, and 6a. Monthly Off-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1b, 2b, and 3b and Renewable Avoided Costs as listed in Tables 4b, 5b, and 6b.

ON-PEAK PERIOD

The On-Peak period is 6:00 a.m. until 10:00 p.m., Monday through Saturday.

OFF-PEAK PERIOD

The Off-Peak period is 10:00 p.m. until 6:00 a.m., Monday through Saturday, and all day on Sunday.

Standard Avoided Costs are based on forward market price estimates through the Resource Sufficiency Period, the period of time during which the Company's Standard Avoided Costs are associated with incremental purchases of Energy and capacity from the market. For the Resource Deficiency Period, the Standard Avoided Costs reflect the fully allocated costs of a natural gas fueled combined cycle combustion turbine (CCCT) including fuel and capital costs. The CCCT Avoided Costs are based on the variable cost of Energy plus capitalized Energy costs at a 93% capacity factor based on a natural gas price forecast, with prices modified for shrinkage and transportation costs.

Renewable Avoided Costs are based on forward market price estimates through the Renewable Resource Sufficiency Period, the period of time during which the Company's Renewable Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Renewable Resource Deficiency Period, the Renewable Avoided Costs reflect the fully allocated costs of a wind plant including capital costs.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PRICING FOR STANDARD PPA

Pricing represents the purchase price per MWh the Company will pay for electricity delivered to a Point of Delivery (POD) within the Company's service territory pursuant to a Standard PPA up to the nameplate rating of the QF in any hour. Any Energy delivered in excess of the nameplate rating will be purchased at the applicable Off-Peak Prices for the selected pricing option.

The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.

The Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; (d) Net Output delivered in the Off-Peak Period; and (e) deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

1) Standard Fixed Price Option

The Standard Fixed Price Option is based on Standard Avoided Costs including forecasted natural gas prices. It is available to all QFs.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Standard Avoided Costs in Tables 1a and 1b, 2a and 2b, or 3a and 3c, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Prices paid to the Seller under the Standard Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both the Base Load QF resources (Tables 1a and 1b) and the avoided proxy resource, the basis used to determine Standard Avoided Costs for the Standard Fixed Price Option, are assumed to have a capacity contribution to peak of 100%. The capacity contribution for Wind QF resources (Tables 2a and 2b) is assumed to be 5%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 5%.

Prices paid to the Seller under the Standard Fixed Price Option for Wind QFs (Tables 2a and 2b) include a reduction for the wind integration costs in Table 7. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 2a and 2b, for a net-zero effect.

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Attachment 8
Fort Rock Solar IV LLC PPA
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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1a												
Avoided Costs												
Standard Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	25.13	21.88	22.89	25.13	33.13	34.73	29.63	27.39	29.06	33.13
2016	31.43	30.01	28.63	25.51	24.81	23.08	31.90	36.25	32.22	30.57	31.97	34.43
2017	34.12	32.56	29.20	28.13	27.35	26.40	34.51	39.28	34.68	33.83	34.92	37.83
2018	36.48	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.08	39.97
2019	38.14	36.40	32.63	30.88	30.03	27.89	38.72	44.05	38.11	37.59	38.60	41.81
2020	40.36	38.61	34.92	32.68	31.77	29.50	40.97	45.62	41.38	39.76	41.06	44.25
2021	48.65	48.41	44.08	43.15	43.29	43.45	43.59	43.74	43.90	44.05	46.07	47.39
2022	49.87	49.05	48.11	48.75	48.53	48.61	48.77	48.94	49.11	49.25	49.48	51.81
2023	52.83	52.91	50.52	49.08	48.47	48.48	48.64	48.81	48.99	49.17	52.44	53.38
2024	55.05	54.50	52.79	51.04	50.24	49.89	50.07	50.24	50.42	50.60	53.94	54.91
2025	57.42	56.98	55.17	53.82	53.53	53.72	53.91	54.10	54.30	54.47	58.09	58.08
2026	59.67	59.90	59.15	58.55	58.31	58.55	58.77	59.00	59.24	59.45	63.38	63.00
2027	68.91	69.18	69.04	69.43	69.18	69.41	69.63	69.86	70.10	70.29	74.14	74.19
2028	69.59	69.83	69.18	69.58	69.32	69.55	69.78	69.01	69.25	69.48	73.47	73.54
2029	102.08	101.44	98.36	98.44	98.98	98.23	96.45	96.70	96.95	97.67	101.10	103.35
2030	104.39	104.04	99.49	97.63	97.34	97.59	97.53	98.07	98.32	99.06	102.55	105.81
2031	105.92	105.62	101.91	99.82	99.32	99.57	99.91	100.95	100.51	101.06	104.89	108.79
2032	107.68	107.37	103.59	101.28	100.94	101.20	101.44	101.69	101.95	102.73	106.38	107.54
2033	110.15	109.84	105.98	103.61	103.26	103.55	103.80	104.05	104.32	105.10	108.83	110.01
2034	112.43	112.11	108.16	105.75	105.43	105.89	106.21	106.48	106.76	107.26	111.08	112.29
2035	114.82	114.29	110.28	107.81	107.48	107.75	108.01	108.27	108.55	108.37	113.24	114.47
2036	118.98	118.65	112.65	110.04	109.70	109.97	110.24	110.51	110.79	111.62	115.57	116.83
2037	119.72	119.38	115.21	112.64	112.29	112.57	112.84	113.12	113.41	114.26	118.29	119.57
2038	122.36	122.01	117.76	115.14	114.79	115.08	115.35	115.63	115.93	116.79	120.90	122.21
2039	124.88	124.52	120.19	117.52	117.16	117.45	117.73	118.02	118.32	119.20	123.39	124.72
2040	127.74	127.37	122.95	120.23	119.86	120.16	120.45	120.74	121.04	121.94	126.22	127.57

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1b Avoided Costs Standard Fixed Price Option for Base Load OF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	18.13	23.88	25.13	25.63	23.13	25.38	28.38
2016	27.09	25.99	23.32	18.54	16.65	13.43	23.13	27.74	26.51	27.30	27.97	30.11
2017	30.27	28.06	26.04	21.47	19.23	15.43	25.37	30.48	28.02	29.93	30.67	33.03
2018	32.65	31.29	28.03	22.20	19.89	15.98	27.80	33.43	30.71	32.69	33.71	36.32
2019	34.42	33.04	29.69	23.42	20.98	16.92	29.35	35.30	32.42	34.73	35.60	38.39
2020	35.91	35.42	31.72	25.08	22.46	17.96	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.57	35.64	34.60	34.75	34.90	35.05	35.20	35.36	35.51	37.52	38.85
2022	40.59	40.78	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.29	38.30	38.47	38.64	38.82	39.55	42.26	43.21
2024	44.38	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.98	43.26	44.22
2025	45.81	45.38	43.57	42.72	41.92	42.12	42.30	42.49	42.68	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	49.30	49.14	49.36	49.50	49.64	50.84	53.95	54.59
2027	55.69	55.93	55.91	49.20	49.26	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.26	49.50	49.72	49.85	50.19	50.80	54.41	55.48
2029	57.17	56.53	53.44	51.62	51.07	51.31	51.59	51.79	52.04	52.78	56.23	58.44
2030	59.61	58.26	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.28	58.95	53.25	52.96	52.85	52.80	53.14	53.39	53.64	54.40	57.98	59.12
2032	60.42	60.11	56.33	54.00	53.88	53.94	54.18	54.43	54.69	55.46	59.12	60.26
2033	61.67	61.38	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.53	56.16	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.66	58.52	58.60	58.85	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.98	60.24	60.51	60.79	61.07	61.92	65.96	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.28	62.58	63.45	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.73	72.15

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2a Avoided Costs Standard Fixed Price Option for Wind OF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.38	21.38	22.38	18.11	19.11	21.35	23.35	30.58	25.85	23.61	25.11	29.36
2016	27.59	26.17	23.09	21.67	20.97	19.22	28.06	32.42	28.38	27.13	28.13	30.59
2017	30.21	28.65	25.29	24.22	23.44	21.49	30.80	35.35	30.85	29.92	31.01	33.72
2018	32.47	30.81	27.20	25.54	24.72	22.68	33.02	38.12	33.39	31.83	33.10	35.86
2019	34.07	32.33	28.56	26.82	25.85	23.82	34.65	39.99	35.04	33.51	34.73	37.74
2020	36.21	34.36	30.37	28.53	27.62	25.35	36.82	42.47	37.23	35.81	36.91	40.10
2021	37.81	37.55	33.23	32.30	32.45	32.80	32.75	32.90	33.05	33.21	35.22	36.24
2022	38.24	38.42	37.08	35.12	34.60	34.86	35.14	35.30	35.47	36.11	38.85	39.98
2023	40.33	40.36	37.97	36.51	35.91	35.82	36.09	36.26	36.43	37.17	39.88	40.83
2024	41.92	41.37	39.66	37.92	37.11	36.77	36.84	37.12	37.30	38.58	40.82	41.79
2025	43.33	42.90	41.09	39.74	39.44	39.64	39.82	40.02	40.21	40.89	44.00	45.00
2026	48.74	49.98	48.21	46.51	46.37	46.51	46.83	47.07	47.31	48.11	51.42	52.06
2027	53.11	53.35	48.23	46.82	46.57	46.80	46.83	47.06	47.29	47.98	51.33	52.59
2028	52.90	53.14	48.49	46.99	46.83	46.87	47.10	47.32	47.56	48.27	51.78	52.85
2029	54.50	53.85	50.77	48.65	48.40	48.64	48.87	49.11	49.36	50.09	53.55	55.78
2030	56.88	55.53	50.97	48.12	48.83	49.08	49.32	49.56	49.81	50.55	54.07	57.40
2031	56.47	56.17	52.48	50.18	49.87	50.12	50.36	50.60	50.88	51.61	55.20	58.34
2032	57.67	57.28	53.48	51.16	50.84	51.09	51.34	51.59	51.85	52.62	56.27	57.43
2033	58.79	58.47	54.62	52.24	51.92	52.18	52.43	52.68	52.95	53.74	57.46	58.65
2034	59.91	59.58	55.66	53.29	52.91	53.18	53.43	53.69	53.96	54.76	58.56	59.77
2035	61.25	60.82	56.91	54.44	54.11	54.38	54.64	54.90	55.18	56.00	59.87	61.10
2036	62.73	62.40	58.31	55.79	55.25	55.72	55.99	56.26	56.54	57.37	61.32	62.58
2037	64.26	63.92	59.75	57.18	56.63	57.12	57.39	57.68	57.95	58.80	62.83	64.11
2038	65.84	65.49	61.24	58.62	58.29	58.55	58.82	59.11	59.40	60.27	64.37	65.68
2039	67.26	66.91	62.67	59.90	59.54	59.84	60.12	60.40	60.70	61.58	65.77	67.11
2040	69.00	68.64	64.22	61.50	61.13	61.43	61.71	62.01	62.31	63.21	67.49	68.84

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2b Avoided Costs Standard Fixed Price Option for Wind QF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.08	19.36	21.61	24.61
2016	23.22	22.15	19.40	14.70	12.81	8.59	19.28	23.90	21.87	23.40	24.13	26.27
2017	28.38	25.15	22.13	17.56	15.32	11.52	21.46	25.58	24.11	26.02	26.76	29.12
2018	28.61	27.30	24.04	18.21	15.90	11.87	23.81	29.44	26.72	28.90	28.72	32.33
2019	30.36	28.97	25.52	19.35	16.31	12.75	25.28	31.23	28.35	30.68	31.53	34.29
2020	32.76	31.27	27.57	20.93	18.31	13.84	27.30	33.70	30.80	33.08	34.02	36.98
2021	35.88	34.64	31.31	24.37	20.62	15.87	30.82	37.87	34.13	36.29	37.29	40.77
2022	36.29	36.45	35.11	33.16	32.04	33.01	33.17	33.34	33.51	34.15	36.68	38.02
2023	38.32	38.35	35.96	34.60	33.90	33.91	34.08	34.26	34.43	35.18	37.87	38.82
2024	39.89	39.34	37.63	35.88	35.08	34.74	34.91	35.08	35.26	36.52	38.79	39.75
2025	41.26	40.82	39.01	37.68	37.36	37.56	37.74	37.93	38.13	38.81	41.92	42.92
2026	45.62	48.84	48.09	44.49	44.25	44.48	44.71	44.96	45.19	45.93	48.30	49.84
2027	50.84	51.19	48.07	44.48	44.21	44.44	44.67	44.89	45.13	45.82	48.17	50.23
2028	50.89	50.84	48.29	44.89	44.43	44.87	44.88	45.12	45.36	46.07	48.58	50.85
2029	52.26	51.81	48.52	45.00	45.15	45.39	45.63	45.87	46.12	46.84	51.31	53.52
2030	53.59	53.24	48.88	46.83	46.56	46.79	47.03	47.27	47.52	48.26	51.78	55.11
2031	54.14	53.83	50.13	47.84	47.53	47.78	48.02	48.27	48.52	49.28	52.68	54.00
2032	55.21	54.80	51.12	48.78	48.47	48.73	48.97	49.22	49.48	50.26	53.91	55.07
2033	56.36	56.05	52.19	49.82	49.50	49.76	50.01	50.26	50.53	51.31	55.04	56.22
2034	57.43	57.11	53.18	50.76	50.43	50.70	50.95	51.21	51.48	52.28	58.08	57.29
2035	58.73	58.40	54.38	51.82	51.49	51.88	52.12	52.36	52.60	53.48	57.35	58.58
2036	60.17	59.84	55.75	53.23	52.89	53.17	53.43	53.70	53.98	54.81	58.77	59.02
2037	61.65	61.30	57.13	54.57	54.22	54.50	54.77	55.05	55.33	56.18	60.21	61.49
2038	63.17	62.82	58.57	55.95	55.59	55.88	56.16	56.44	56.73	57.60	61.71	63.01
2039	64.55	64.19	59.86	57.18	56.82	57.12	57.40	57.68	57.98	58.87	63.08	64.39
2040	65.21	65.87	61.45	58.73	58.36	58.64	58.94	59.24	59.54	60.44	64.71	66.07

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3a Avoided Costs Standard Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.58	25.13	33.13	34.73	28.63	27.38	28.88	33.13
2016	31.43	30.01	28.83	25.51	24.81	23.06	31.90	36.28	32.22	30.97	31.97	34.43
2017	34.12	32.58	29.20	28.13	27.35	25.40	34.51	38.28	34.86	33.83	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.87	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.83	30.99	30.03	27.89	39.72	44.06	39.11	37.58	38.80	41.81
2020	40.38	38.51	34.52	32.68	31.77	29.90	40.97	46.02	41.38	39.78	41.06	44.25
2021	42.04	41.79	37.40	35.63	34.68	32.83	38.88	37.13	37.28	37.44	39.45	40.77
2022	42.55	42.73	41.39	38.83	39.21	39.29	39.65	39.81	39.78	40.42	43.15	44.29
2023	44.72	44.75	42.86	40.90	40.30	40.31	40.48	40.65	40.82	41.56	44.27	45.22
2024	46.39	45.84	44.13	42.39	41.58	41.24	41.41	41.59	41.77	43.03	45.28	46.28
2025	47.89	47.46	45.85	44.30	44.00	44.20	44.38	44.58	44.77	45.45	48.56	49.56
2026	53.39	53.61	52.86	51.26	51.02	51.26	51.48	51.72	51.96	52.78	56.07	56.71
2027	57.85	58.08	52.87	51.36	51.11	51.34	51.57	51.80	52.03	52.73	56.07	57.13
2028	57.73	57.97	53.32	51.72	51.46	51.70	51.93	52.16	52.39	53.10	56.61	57.68
2029	58.42	58.77	55.89	53.77	53.52	53.86	53.79	54.03	54.28	55.01	58.47	60.58
2030	61.00	61.55	58.96	54.14	53.85	54.10	54.34	54.58	54.83	55.57	59.09	62.42
2031	61.69	61.29	57.58	56.30	54.99	55.24	55.48	55.72	55.96	56.73	60.32	61.48
2032	62.78	62.47	58.69	56.36	56.05	56.30	56.55	56.80	57.06	57.83	61.49	62.64
2033	64.10	63.78	59.93	57.55	57.23	57.49	57.74	57.99	58.26	59.05	62.77	63.96
2034	65.33	65.01	61.08	58.66	58.33	58.60	58.85	59.11	59.38	60.18	63.98	65.19
2035	66.77	66.44	62.43	59.98	59.63	59.90	60.15	60.42	60.70	61.52	65.30	66.62
2036	68.35	68.03	63.94	61.42	61.06	61.35	61.62	61.89	62.17	63.00	66.85	68.21
2037	70.00	69.66	65.49	62.92	62.57	62.86	63.13	63.40	63.69	64.54	68.87	70.28
2038	71.63	71.34	67.09	64.47	64.11	64.40	64.67	64.96	65.25	66.12	70.22	71.53
2039	73.22	72.87	68.53	65.89	65.50	65.80	66.08	66.36	66.66	67.54	71.73	73.07
2040	75.08	74.72	70.30	67.58	67.21	67.51	67.79	68.09	68.39	69.29	73.57	74.92

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3b												
Avoided Costs												
Standard Fixed Price Option for solar QF												
QF-Peak Forecast (MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	29.88	20.38	20.88	15.88	17.88	19.13	23.88	25.13	25.63	23.13	25.38	28.38
2016	27.06	25.99	23.32	16.54	16.66	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	30.27	29.05	26.04	21.47	19.23	15.43	25.37	30.49	28.02	29.93	30.67	33.03
2018	32.90	31.29	28.03	22.20	19.89	15.98	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.69	23.42	20.88	16.82	29.35	35.30	32.42	34.73	35.60	38.35
2020	35.91	35.42	31.72	25.08	22.48	17.99	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	38.87	35.94	34.63	34.75	34.90	35.05	35.20	35.35	35.51	37.52	38.85
2022	40.59	40.76	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.48	41.19	42.31
2023	42.71	42.74	40.35	38.89	38.29	38.30	38.47	38.64	38.82	39.55	42.26	43.21
2024	44.36	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.48	42.66	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.84	53.95	54.59
2027	55.86	55.93	55.81	49.20	49.95	48.18	48.41	49.03	49.87	53.55	53.91	54.37
2028	55.82	55.77	51.12	49.52	49.20	49.90	49.72	49.85	50.19	50.90	54.41	55.08
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2030	58.81	58.28	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.25	58.95	55.25	52.96	52.65	52.90	53.14	53.39	53.64	54.40	57.98	59.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	60.26
2033	61.67	61.36	57.60	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.95	62.53	58.80	56.19	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.82	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.60	65.47	61.38	58.96	58.52	58.80	59.05	59.33	59.61	60.44	64.40	65.65
2037	67.30	67.04	62.87	60.31	59.99	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.46	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.63	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)

2) Renewable Fixed Price Option

The Renewable Fixed Price Option is based on Renewable Avoided Costs. It is available only to Renewable QFs that generate electricity from a renewable energy source that may be used by the Company to comply with the Oregon Renewable Portfolio Standard as set forth in ORS 469A.005 to 469A.210.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Renewable Avoided Costs in Tables 4a and 4b, 5a and 5b, or 6a and 6b, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Sellers will retain all Environmental Attributes generated by the facility during the Renewable Resource Sufficiency Period. A Renewable QF choosing the Renewable Fixed Price Option must cede all RPS Attributes generated by the facility to the Company during the Renewable Resource Deficiency Period.

Prices paid to the Seller under the Renewable Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both Wind QF resources (Tables 5a and 5b) and the avoided proxy resource, the basis used to determine Renewable Avoided Costs for the Renewable Fixed Price Option, are assumed to have a capacity contribution to peak of 5%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 5%. The capacity contribution for Base Load QF resources (Tables 4a and 4b) is assumed to be 100%.

The Renewable Avoided Costs during the Renewable Resource Deficiency Period reflect an increase for avoided wind integration costs, shown in Table 7.

Prices paid to the Seller under the Renewable Fixed Price Option for Wind QFs (Tables 5a and 5b) include a reduction for the wind integration costs in Table 7, which cancels out wind integration costs included in the Renewable Avoided Costs during the Renewable Resource Deficiency Period. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 5a and 5b.

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.72	29.63	27.38	28.68	33.13
2016	31.58	30.16	27.08	25.66	24.96	23.21	32.05	38.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.55	34.66	39.41	35.01	33.88	35.07	37.78
2018	36.61	34.95	31.34	29.88	28.88	26.82	37.16	42.28	37.53	36.07	37.24	40.12
2019	38.30	36.56	32.79	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.96	41.97
2020	130.42	130.40	129.50	130.04	133.82	132.76	132.39	132.24	130.72	129.59	130.57	129.37
2021	133.36	133.64	131.86	133.13	136.49	135.59	134.91	135.52	133.73	132.54	134.08	132.51
2022	135.24	135.10	133.85	135.90	139.41	138.20	137.87	137.62	136.32	135.14	136.83	135.12
2023	139.39	139.88	139.54	138.99	141.88	141.01	140.50	140.17	138.18	137.91	139.81	138.53
2024	141.20	141.38	139.07	141.45	144.67	143.47	143.33	143.02	142.81	139.99	141.17	141.32
2025	144.44	144.83	142.24	145.02	149.08	147.89	146.72	146.76	143.11	144.48	144.07	
2026	148.08	147.89	145.87	148.54	153.80	149.69	149.17	149.84	146.23	148.39	147.27	
2027	150.98	150.46	148.51	151.01	158.07	152.84	152.20	153.90	150.54	149.20	150.73	150.17
2028	153.78	152.95	150.76	154.12	160.68	154.93	155.77	155.78	154.78	152.38	153.65	152.73
2029	157.02	156.74	153.80	157.59	165.40	159.39	159.39	159.45	155.48	155.44	156.31	
2030	160.28	159.94	157.34	160.61	173.85	164.43	161.89	161.75	163.38	158.51	159.18	165.23
2031	163.23	162.64	160.72	164.67	177.15	169.11	164.90	166.01	168.26	161.75	163.05	169.54
2032	165.78	165.18	163.21	167.22	179.91	171.73	167.48	168.59	168.84	164.26	165.50	165.08
2033	168.59	168.08	166.98	171.09	184.05	175.70	171.33	172.48	172.74	168.06	169.41	168.88
2034	173.01	172.39	170.35	174.55	187.78	179.24	174.79	175.87	176.23	171.46	172.84	172.28
2035	176.35	175.72	173.65	177.91	191.39	182.70	178.18	179.36	179.63	174.76	176.17	175.62
2036	179.40	178.78	176.65	180.99	194.89	185.85	181.24	182.48	182.74	177.79	179.22	178.65
2037	183.23	182.57	180.41	184.85	198.85	189.82	185.10	186.35	186.63	181.58	183.04	182.49
2038	186.78	186.09	183.90	188.42	202.89	193.48	188.59	189.95	190.23	185.08	186.57	185.98
2039	190.37	189.66	187.44	192.05	206.80	197.22	192.32	193.61	193.91	188.65	190.17	189.57
2040	193.66	192.96	190.69	195.37	210.15	200.82	195.84	196.98	197.26	191.92	193.48	192.85

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Base Load QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	23.38	20.86	15.86	17.88	18.13	23.88	26.13	25.83	22.13	25.38	28.38
2016	27.21	28.14	23.47	18.69	16.80	13.58	23.28	27.89	25.66	27.45	26.12	30.38
2017	30.42	29.21	26.18	21.62	18.38	15.58	25.52	30.84	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.18	22.35	20.04	16.11	27.95	33.58	30.89	33.04	33.86	36.47
2019	34.58	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.58	34.89	35.76	38.52
2020	74.05	74.35	78.19	74.70	70.70	70.89	71.32	72.70	73.78	75.21	74.99	75.90
2021	79.61	75.69	77.70	76.08	72.65	72.71	73.48	73.88	75.25	77.66	74.78	76.93
2022	77.70	77.31	78.98	77.47	73.88	74.12	76.90	74.74	76.69	78.10	78.00	78.31
2023	78.70	78.78	81.53	79.38	74.14	75.53	77.17	78.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.55	77.78	76.40	76.83	78.61	81.03	79.55	80.29
2025	80.86	80.84	84.88	80.33	74.54	78.20	78.02	78.19	78.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.64	79.12	83.91	82.41	82.47
2027	84.14	84.11	86.28	82.99	75.15	80.77	81.16	80.43	80.90	86.39	83.39	83.99
2028	85.29	86.01	88.97	83.07	74.43	82.57	82.78	81.19	82.83	87.06	84.39	86.02
2029	85.87	85.84	89.61	85.72	88.73	82.93	84.21	82.59	84.39	88.00	86.83	88.12
2030	87.21	88.38	92.45	88.89	83.43	85.61	84.98	85.17	84.95	89.66	88.81	89.84
2031	89.10	90.50	93.89	87.32	89.81	83.38	86.78	86.67	85.14	91.14	90.93	90.94
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	85.54	92.84	92.44	91.33
2033	92.57	94.03	97.34	90.72	72.53	86.63	90.18	90.36	88.46	94.69	94.49	93.55
2034	94.36	95.84	99.22	92.47	73.89	88.30	91.90	92.10	90.16	96.52	96.30	95.36
2035	96.18	97.69	101.13	94.25	75.36	90.00	93.68	93.86	91.60	98.38	98.18	97.20
2036	97.77	99.31	102.80	95.81	76.61	91.49	95.22	95.45	93.42	100.00	99.78	98.80
2037	98.93	101.50	105.07	97.93	78.30	93.51	97.32	97.54	95.49	102.21	101.99	100.98
2038	101.86	103.46	107.10	99.82	79.91	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	108.20	108.96	107.92
2040	105.54	107.20	110.97	103.42	82.89	99.76	102.79	103.02	100.85	107.95	107.71	106.66

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5a Renewable Avoided Costs Renewable Fixed Price Option for Wind OF On-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.36	21.35	22.36	18.11	18.11	21.36	29.36	30.96	25.56	23.61	25.11	28.36
2016	27.74	26.32	23.24	21.82	21.12	19.37	28.21	32.57	28.53	27.28	28.28	30.74
2017	30.36	28.50	25.44	24.37	23.59	21.84	30.75	35.50	31.10	30.07	31.16	33.87
2018	32.62	30.96	27.35	25.69	24.87	22.83	35.17	38.27	33.54	32.08	33.25	36.13
2019	34.23	32.49	28.72	26.98	25.12	23.98	34.91	40.15	35.20	33.87	34.89	37.90
2020	39.69	38.67	35.77	33.31	33.03	32.03	31.00	31.57	30.00	28.35	29.84	31.54
2021	31.71	32.00	30.23	31.50	34.85	33.28	33.28	33.88	32.10	30.81	32.44	30.88
2022	33.61	33.68	31.42	33.47	36.98	35.77	35.23	35.19	33.89	32.71	34.39	32.68
2023	36.61	36.50	33.17	35.61	38.50	37.64	37.23	36.79	35.80	34.43	36.45	35.15
2024	37.25	37.43	35.12	37.50	40.71	39.51	39.38	39.07	38.85	36.03	37.21	37.37
2025	39.51	39.89	37.31	40.08	43.15	42.78	43.63	43.79	43.82	40.17	39.55	39.13
2026	40.27	40.88	40.15	42.74	45.89	45.89	46.37	46.63	46.42	42.59	41.47	41.47
2027	40.49	40.77	40.87	44.32	47.38	46.95	47.51	47.22	46.85	42.51	41.04	40.49
2028	40.18	40.58	40.57	43.03	45.07	44.34	44.18	43.19	42.18	40.73	39.08	38.14
2029	40.81	40.23	40.59	40.08	42.90	41.80	41.68	40.89	40.94	38.98	37.94	37.81
2030	41.84	41.49	40.80	41.21	42.40	41.49	41.45	41.31	41.34	38.07	36.73	35.79
2031	41.82	41.24	41.32	41.42	42.75	41.70	41.50	41.51	41.56	38.15	36.66	35.14
2032	41.68	41.08	41.13	41.15	42.84	42.66	42.39	42.11	41.77	38.18	36.51	34.99
2033	41.73	41.62	41.62	41.73	43.10	42.34	42.17	42.13	42.30	38.70	37.05	35.52
2034	41.98	41.86	41.83	42.02	43.24	42.51	42.28	42.44	42.70	39.33	37.51	35.76
2035	42.10	42.16	42.08	42.36	43.33	42.74	42.40	42.80	43.07	40.21	38.42	36.06
2036	42.19	42.14	42.04	42.37	43.07	42.63	42.85	43.12	43.17	40.51	38.61	36.14
2037	42.54	42.88	42.72	42.81	44.16	43.13	42.82	43.66	43.94	41.69	39.75	36.77
2038	42.88	42.81	42.81	43.63	44.40	43.70	43.80	43.71	43.45	42.30	40.79	38.20
2039	43.17	43.79	42.85	43.16	44.70	43.82	43.42	43.72	43.51	42.70	41.28	39.68
2040	43.62	43.23	43.65	43.33	45.12	44.09	43.61	43.92	43.72	43.88	42.43	40.21

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5b Renewable Avoided Costs Renewable Fixed Price Option for Wind OF Off-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	18.51	17.11	12.11	14.11	15.36	20.11	22.36	21.89	19.36	21.61	24.61
2016	23.37	22.30	19.63	14.85	12.96	9.74	19.44	24.05	21.82	23.61	24.28	25.42
2017	26.51	25.30	22.28	17.71	15.47	11.67	21.81	26.73	24.28	26.17	26.91	29.27
2018	28.75	27.45	24.19	18.36	16.05	12.12	23.95	29.59	26.87	29.05	29.87	32.48
2019	30.51	29.13	25.88	19.51	17.07	12.91	25.44	31.39	28.51	30.82	31.69	34.45
2020	39.90	39.20	37.03	30.25	28.55	26.85	27.17	28.95	28.81	27.08	26.83	27.35
2021	32.35	31.49	30.47	27.85	28.42	28.49	28.25	28.25	28.25	27.02	26.43	26.57
2022	33.39	33.00	30.65	27.96	29.37	29.81	29.59	29.43	29.28	27.93	27.39	27.90
2023	34.31	34.37	31.14	28.90	29.75	31.14	31.78	32.12	32.65	30.32	29.75	30.41
2024	34.88	34.95	31.67	29.69	30.08	31.31	31.93	32.36	32.86	30.44	29.86	30.52
2025	36.40	36.38	32.32	29.77	29.88	31.84	32.48	32.93	33.48	31.08	30.49	31.15
2026	37.70	37.77	33.63	30.24	30.69	32.65	33.30	33.75	34.29	31.57	30.98	31.64
2027	38.40	38.37	34.54	30.75	31.41	33.03	33.68	34.12	34.66	31.86	31.27	31.93
2028	38.48	38.18	34.14	30.24	30.60	32.74	33.39	33.84	34.38	31.90	31.31	31.97
2029	38.95	38.92	34.69	31.80	32.91	33.01	33.56	34.00	34.54	32.00	31.41	32.07
2030	39.19	39.26	35.44	31.87	33.41	33.52	34.07	34.51	35.05	32.20	31.61	32.27
2031	39.86	39.38	35.57	32.20	33.69	33.75	34.30	34.74	35.28	32.40	31.81	32.47
2032	39.35	38.79	35.02	32.55	33.75	33.81	34.36	34.80	35.34	32.60	32.01	32.67
2033	39.75	39.72	35.03	32.41	33.72	33.78	34.33	34.77	35.31	32.80	32.21	32.87
2034	39.84	39.42	35.60	32.05	33.81	33.87	34.42	34.86	35.40	32.90	32.31	32.97
2035	40.66	40.17	35.61	32.73	33.84	33.90	34.45	34.89	35.43	33.10	32.51	33.17
2036	42.14	42.68	37.17	30.18	30.98	32.85	33.50	34.04	34.58	32.19	31.60	32.26
2037	44.19	44.76	39.33	32.19	32.98	34.77	35.42	35.96	36.50	33.40	32.81	33.47
2038	46.01	46.61	40.25	33.97	34.96	36.45	37.10	37.64	38.18	34.30	33.71	34.37
2039	47.88	48.50	42.21	35.79	35.39	37.19	37.84	38.38	38.92	35.10	34.51	35.17
2040	49.48	50.12	44.89	37.34	36.81	38.26	38.91	39.45	40.00	36.00	35.41	36.07

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a Renewable Avoided Costs Renewable Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	25.13	21.88	22.88	25.13	33.13	34.73	29.83	27.38	28.88	33.13
2016	31.68	30.18	27.08	25.66	24.96	23.21	32.05	36.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	26.55	34.66	39.41	35.01	33.98	35.07	37.78
2018	36.61	34.85	31.34	29.68	28.86	28.82	37.16	42.26	37.53	36.07	37.24	40.12
2019	38.30	36.58	32.79	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.96	41.87
2020	83.84	83.02	92.92	93.46	97.24	96.18	95.81	95.67	84.15	83.00	83.99	92.79
2021	95.99	90.23	94.49	95.73	99.08	96.19	97.31	95.11	86.33	85.14	96.97	95.11
2022	98.12	97.97	95.73	97.78	101.29	100.08	99.54	99.53	98.20	97.02	98.70	98.99
2023	100.40	99.69	97.50	100.00	102.89	102.03	101.82	101.18	100.19	98.82	100.84	99.54
2024	101.72	101.90	99.59	101.97	105.18	103.88	103.85	103.54	103.32	100.50	101.65	101.84
2025	104.07	104.45	101.87	104.64	108.71	107.32	106.19	106.35	105.38	102.73	104.11	103.69
2026	106.92	106.53	104.81	107.39	112.65	108.54	108.54	108.02	108.68	105.07	107.23	106.12
2027	108.03	108.51	106.56	109.06	116.12	110.69	110.25	111.96	110.59	107.25	108.78	108.22
2028	111.02	109.79	107.40	111.35	117.99	112.17	113.01	113.02	111.39	109.62	110.89	109.97
2029	113.43	113.15	110.01	114.00	120.82	115.72	115.81	115.81	115.89	111.90	112.66	112.73
2030	115.86	115.51	112.82	118.22	129.42	120.01	117.47	117.33	118.98	114.09	114.75	114.81
2031	117.94	117.26	115.44	119.39	131.67	123.82	119.62	120.73	120.99	118.47	117.78	117.26
2032	119.89	119.29	117.34	121.35	134.05	125.87	121.59	122.72	122.98	118.39	117.92	118.20
2033	122.54	121.93	119.83	124.04	137.01	128.65	124.29	125.44	125.70	121.01	122.37	121.63
2034	124.90	124.28	122.25	125.44	139.66	131.13	128.88	127.88	128.12	123.35	124.73	124.18
2035	127.32	126.68	124.61	128.88	142.35	133.88	129.12	130.32	130.58	125.73	127.14	126.58
2036	129.42	128.77	126.57	131.00	144.70	135.87	131.28	132.48	132.75	127.80	129.24	128.67
2037	132.28	131.52	129.40	133.99	147.80	138.87	134.16	135.40	135.68	130.53	132.00	131.51
2038	134.83	134.16	131.96	136.48	150.75	141.55	136.74	138.02	138.30	133.15	134.64	134.05
2039	137.43	136.75	134.51	139.12	153.65	144.28	139.38	140.68	140.97	135.72	137.24	136.64
2040	139.70	139.01	136.73	141.41	156.20	148.87	141.89	143.00	143.30	137.90	139.51	138.89

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b Renewable Avoided Costs Renewable Fixed Price Option for Solar QF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	28.38	28.38	20.38	20.88	15.88	17.88	19.13	22.38	25.13	25.63	23.13	25.38
2016	27.21	26.14	23.47	18.69	16.80	13.58	23.28	27.59	25.66	27.45	28.12	30.26
2017	30.42	28.21	26.19	21.62	19.38	15.58	25.67	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.18	22.35	20.04	16.11	27.95	33.58	30.86	33.04	33.89	36.47
2019	34.68	33.20	29.75	23.59	21.14	16.98	29.51	35.48	32.58	34.89	35.70	38.52
2020	74.05	74.35	76.15	74.70	70.70	70.98	71.32	72.70	73.78	75.21	74.88	75.50
2021	79.81	75.99	77.70	78.08	72.65	72.71	73.48	73.86	75.25	77.66	74.78	76.90
2022	77.70	77.31	79.95	77.27	73.88	74.12	75.90	74.74	76.89	78.10	76.00	78.21
2023	78.70	78.78	81.83	78.38	74.14	75.83	77.17	76.51	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.16	74.65	77.78	78.40	78.83	78.81	81.03	79.55	80.29
2025	80.36	80.94	84.88	80.33	74.54	78.31	78.02	78.19	78.32	82.81	82.41	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.94	79.12	83.01	82.41	82.47
2027	84.14	84.11	86.29	82.89	75.15	80.77	81.18	80.43	80.90	86.39	83.38	83.29
2028	85.29	85.01	88.87	85.07	74.43	82.37	82.76	81.19	82.83	87.06	84.33	86.52
2029	88.87	88.84	90.81	89.72	88.73	82.93	84.21	82.59	84.39	88.90	86.85	88.12
2030	87.71	88.28	92.49	88.69	83.43	85.84	84.98	85.17	84.85	89.86	88.91	89.84
2031	88.10	80.50	93.63	87.32	89.81	83.36	86.78	89.97	85.14	91.14	90.92	90.94
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	88.54	94.69	92.44	91.83
2033	92.57	94.03	97.34	90.72	72.63	86.83	89.16	90.35	88.46	94.69	94.48	93.55
2034	94.38	95.84	99.22	92.47	73.93	88.30	90.90	92.10	90.16	96.52	96.30	95.36
2035	96.18	97.63	101.13	94.25	75.36	90.00	93.88	93.89	91.90	98.38	98.16	97.20
2036	97.77	99.31	102.89	95.81	76.87	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.93	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.99	100.99
2038	101.86	103.45	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.68	98.78	102.79	103.02	100.85	107.95	107.71	106.65

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

WIND INTEGRATION

TABLE 7	
Wind Integration	
Year	Cost
2015	3.77
2016	3.84
2017	3.91
2018	3.99
2019	4.07
2020	4.15
2021	4.23
2022	4.31
2023	4.39
2024	4.47
2025	4.56
2026	4.65
2027	4.74
2028	4.83
2029	4.92
2030	5.02
2031	5.12
2032	5.21
2033	5.31
2034	5.42
2035	5.52
2036	5.63
2037	5.74
2038	5.85
2039	5.96
2040	6.08

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

MONTHLY SERVICE CHARGE

Each separately metered QF not associated with a retail Customer account will be charged \$10.00 per month.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable to Sellers with a Standard PPA:

- 1) QFs with nameplate capacity ratings greater than 200 kW are required to secure and maintain a prudent amount of general liability insurance. The Seller must certify to the Company that it is maintaining general liability insurance coverage for each QF at prudent amounts. A prudent amount will be deemed to mean liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit, which limits may be required to be increased or decreased by the Company as the Company determines in its reasonable judgment, that economic conditions or claims experience may warrant.
- 2) Such insurance will include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies will not be canceled or their limits reduced without 30 days' written notice to the Company. The Seller will furnish the Company with certificates of insurance together with the endorsements required herein. The Company will have the right to inspect the original policies of such insurance.
- 3) QFs with a design capacity of 200 kW or less are encouraged to pursue liability insurance on their own. The Oregon Public Utility Commission in Order No. 05-584 determined that it is inappropriate to require QFs that have a design capacity of 200 kW or less to obtain general liability insurance.

TRANSMISSION AGREEMENTS

If the QF is located outside the Company's service territory, the Seller is responsible for the transmission of power at its cost to the Company's service territory.

INTERCONNECTION REQUIREMENTS

Except as otherwise provided in a generation Interconnection Agreement between the Company and Seller, if the QF is located within the Company's service territory, switching equipment capable of isolating the QF from the Company's system will be accessible to the Company at all times. At the Company's option, the Company may operate the switching equipment described above if, in the sole opinion of the Company, continued operation of the QF in connection with the utility's system may create or contribute to a system emergency.

Effective for service
on and after September 23, 2015

Attachment 8
Fort Rock Solar IV LLC PPA
Page 33

SCHEDULE 201 (Continued)

INTERCONNECTION REQUIREMENTS (Continued)

The QF owner interconnecting with the Company's distribution system must comply with all requirements for interconnection as established pursuant to Commission rule, in the Company's Rules and Regulations (Rule C) or the Company's Interconnection Procedures contained in its FERC Open Access Transmission Tariff (OATT), as applicable. The Seller will bear full responsibility for the installation and safe operation of the interconnection facilities.

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA

A QF will be eligible to receive pricing under the Standard PPA if the nameplate capacity of the QF, together with any other electric generating facility using the same motive force, owned or controlled by the Same Person(s) or Affiliated Person(s), and located at the Same Site, does not exceed 10 MW. A Community-Based or Family-Owned QF is exempt from these restrictions.

Definition of Community-Based

- a. A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have some not insignificant continuing role with or interest in the project after it is completed and placed in service.
- b. After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

Definition of Family-Owned

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered held by the equity owners of the look through entity. An individual is a natural person. In counting to five or fifteen, spouses or children of an equity owner of the project owner who also have an equity interest are aggregated and counted as a single individual.

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UM 1805

SCHEDULE 201 (Concluded)

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)

Definition of Person(s) or Affiliated Person(s)

As used above, the term "Same Person(s)" or "Affiliated Person(s)" means a natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. However, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) solely because they are developed by a single entity.

Furthermore, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Definition of Same Site

For purposes of the foregoing, generating facilities are considered to be located at the same site as the QF for which qualification for pricing under the Standard PPA is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for pricing under the Standard PPA is sought.

Definition of Shared Interconnection and Infrastructure

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

OTHER DEFINITIONS

Mid-C Index Price

As used in this schedule, the daily Mid-C Index Price shall be the Day Ahead Intercontinental Exchange ("ICE") for the bilateral OTC market for energy at the Mid-C Physical for Average

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

OTHER DEFINITIONS (Continued)

On-Peak Power and Average Off-Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

Definition of RPS Attributes

As used in this schedule, RPS Attributes means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 489A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

Definition of Environmental Attributes

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

Definition of Resource Sufficiency Period

This is the period from the current year through 2020.

Definition of Resource Deficiency Period

This is the period from 2021 through 2034.

Definition of Renewable Resource Sufficiency Period

This is the period from the current year through 2019.

Definition of Renewable Resource Deficiency Period

This is the period from 2020 through 2034.

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SCHEDULE 201 (Continued)

DISPUTE RESOLUTION

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to pricing under the Standard PPA.

The QF may present disputes to the Commission for resolution using the following process:

The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed.

The utility may respond to the complaint within ten days of service.

The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 860, Division 016. The administrative law judge will not act as an arbitrator.

SPECIAL CONDITIONS

1. Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
2. If the Seller also receives retail Electricity Service from the Company at the same location, any payments under this schedule will be credited to the Seller's retail Electricity Service bill. At the option of the Customer, any net credit over \$10.00 will be paid by check to the Customer.
3. Unless required by state or federal law, if the 1978 Public Utility Regulatory Policies Act (PURPA) is repealed, PPAs entered into pursuant to this schedule will not terminate prior to the Standard or Negotiated PPA's termination date.

TERM OF AGREEMENT

Not less than one year and not to exceed 20 years.

Effective for service
on and after September 23, 2015

Attachment 9

Harney Solar I LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 27th day, June 2016, is between HARNEY SOLAR I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Harney County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt-AC ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

B-1

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or

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

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Bonneville Power Administration's electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as

that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period - the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the Effective Date Seller shall begin initial deliveries of Net Output; and

2.2.2. By the thirty-six (36) month anniversary of the Effective Date, *subject to Section 2.2.3 below*, Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth contract year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability Corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 10,000 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 19,200,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 30,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable

Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the

Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash

Escrow or Letter of Credit. The amount of such default security that shall be acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as

provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that

such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order

or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Harney Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars #700
Los Angeles, CA 90067-6078
snguyen@reedsmith.com

and a copy to:
Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
P.O. Box 7218, 83707
Boise, Idaho
greg@richardsonadams.com

To PGE: Contracts Manager
 QF Contracts, 3WTC0306
 PGE - 121 SW Salmon St.
 Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]

Name: Monica Pava

Title: SVP, Power Supply Ops & Res Shaking

Date: 6/28/2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Risk Mgt.	<u>[Signature]</u>



HARNEY SOLAR I LLC

(Name Seller)

By: [Signature]

Name: Jacob Stephens

Title: Manager

Date: 6/27/2016

B-1

EXHIBIT A

DESCRIPTION OF SELLER'S FACILITY

Harney Solar I is a photovoltaic generating facility which will generate up to 10 MW-AC at the point of interconnection subject to available solar energy input. Firming capabilities may be added as described below. The facility will employ the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty TBD by final design.
2. Inverter AC Generator Units: Commercially-available inverters to convert DC to AC power, per unit rating TBD per final design, collected by AC wiring to switchboard.
3. Pad-mounted transformers: to convert collected generators voltage from inverter output voltage level to plant AC collection voltage and then to interconnection voltage.
4. Racking systems to mount the PV Modules and direct them and control their angle to receive light from the sun.
5. Additional interconnection and tie-line facilities as may be required.
6. Firming capacity via batteries with integrating controller system governing facility nameplate and max production, inclusion and final specification subject to final design. Battery storage system will be designed and installed 'behind' the inverter system of the facility (and be limited by the inverter capacity, per system AC nameplate limitations).
7. Transmission and interconnection plan: Power will be delivered to PGE system via BPA transmission system. Interconnection studies have been initiated with BPA in early 2016 such that final study results will be completed by mid-2017, based on the BPA SGIR tariff timelines, allowing sufficient time for construction of required interconnection facilities. Seller has examined prior studies in the interconnection vicinity and assessed reasonable cost outcomes.

Harney Solar I is located per its FERC docket QF16-672-000 and its associated Form 556: Facility comprised of assemblage of up to 160 acres of land located near intersection of Greenhouse Lane and Frenchglen Hwy, at approximately West 119.019 degrees and 43.532 degrees North, near Hines, OR.

Final quantities of primary components (commodities) will be specified in final design, per 10 MW AC max production generation facility.

EXHIBIT B

REQUIRED FACILITY DOCUMENTS

1. Seller's Generation Interconnection Agreement
2. Harney County CUP & Building Permits
3. BPA: Transmission Service Agreement
4. Additional items as may be determined by Seller to be required for facility permitting, construction, and interconnection.

EXHIBIT C

START-UP TESTING

Seller-identified start-up tests

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with interconnecting utility and performing electrical contractor;

8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Test energy delivery and metering checks.
10. Excitation and voltage regulation operation tests per insolation inputs.
11. Meteorological station commissioning and report (if applicable);
12. Facility communications equipment commissioning and report; and
13. Other tests as may be required by equipment manufacturers.

EXHIBIT D
SCHEDULE

[Attach currently in-effect Schedule 201]

**SCHEDULE 201
QUALIFYING FACILITY 10 MW or LESS
AVOIDED COST POWER PURCHASE INFORMATION**

PURPOSE

To provide information about Standard Avoided Costs and Renewable Avoided Costs, Standard Power Purchase Agreements (PPA) and Negotiated PPAs, power purchase prices and price options for power delivered by a Qualifying Facility (QF) to the Company with nameplate capacity of 10,000 kW (10MW) or less.

AVAILABLE

To owners of QFs making sales of electricity to the Company in the State of Oregon (Seller).

APPLICABLE

For power purchased from small power production or cogeneration facilities that are QFs as defined in 18 Code of Federal Regulations (CFR) Section 292, that meet the eligibility requirements described herein and where the energy is delivered to the Company's system and made available for Company purchase pursuant to a Standard PPA.

ESTABLISHING CREDITWORTHINESS

The Seller must establish creditworthiness prior to service under this schedule. For a Standard PPA, a Seller may establish creditworthiness with a written acknowledgment that it is current on all existing debt obligations and that it was not a debtor in a bankruptcy proceeding within the preceding 24 months. If the Seller is not able to establish creditworthiness, the Seller must provide security deemed sufficient by the Company as set forth in the Standard PPA.

POWER PURCHASE INFORMATION

A Seller may call the Power Production Coordinator at (503) 464-8000 to obtain more information about being a Seller or how to apply for service under this schedule.

PPA

In accordance with terms set forth in this schedule and the Commission's Rules as applicable, the Company will purchase any Energy in excess of station service (power necessary to produce generation) and amounts attributable to conversion losses, which are made available from the Seller.

A Seller must execute a PPA with the Company prior to delivery of power to the Company. The agreement will have a term of up to 20 years as selected by the QF.

A QF with a nameplate capacity rating of 10 MW or less as defined herein may elect the option of a Standard PPA.

Effective for service
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SCHEDULE 201 (Continued)

PPA (Continued)

Any Seller may elect to negotiate a PPA with the Company. Such negotiation will comply with the requirements of the Federal Energy Regulatory Commission (FERC), and the Commission including the guidelines in Order No. 07-380, and Schedule 202. Negotiations for power purchase pricing will be based on either the filed Standard Avoided Costs or Renewable Avoided Costs in effect at that time.

STANDARD PPA (Nameplate capacity of 10 MW or less)

A Seller choosing a Standard PPA will complete all informational and price option selection requirements in the applicable Standard PPA and submit the executed Agreement to the Company prior to service under this schedule. The Standard PPA is available at www.portlandgeneral.com. The available Standard PPAs are:

- Standard In-System Non-Variable Power Purchase Agreement
- Standard Off-System Non-Variable Power Purchase Agreement
- Standard In-System Variable Power Purchase Agreement
- Standard Off-System Variable Power Purchase Agreement
- Standard Renewable In-System Non-Variable Power Purchase Agreement
- Standard Renewable Off-System Non-Variable Power Purchase Agreement
- Standard Renewable In-System Variable Power Purchase Agreement
- Standard Renewable Off-System Variable Power Purchase Agreement

The Standard PPAs applicable to variable resources are available only to QFs utilizing wind, solar or run of river hydro as the primary motive force.

GUIDELINES FOR 10 MW OR LESS FACILITIES ELECTING STANDARD PPA

To execute the Standard PPA the Seller must complete all of the general project information requested in the applicable Standard PPA.

When all information required in the Standard PPA has been received in writing from the Seller, the Company will respond within 15 business days with a draft Standard PPA.

The Seller may request in writing that the Company prepare a final draft Standard PPA. The Company will respond to this request within 15 business days. In connection with such request, the QF must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft Standard PPA.

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

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Attachment 9
Harney Solar I LLC PPA
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SCHEDULE 201 (Continued)

OFF-SYSTEM PPA

A Seller with a facility that interconnects with an electric system other than the Company's electric system may enter into a PPA with the Company after following the applicable Standard or Negotiated PPA guidelines and making the arrangements necessary for transmission of power to the Company's system.

BASIS FOR POWER PURCHASE PRICE

AVOIDED COST SUMMARY

The power purchase prices are based on either the Company's Standard Avoided Costs or Renewable Avoided Costs in effect at the time the agreement is executed. Avoided Costs are defined in 18 CFR 292.101(6) as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source."

Monthly On-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1a, 2a, and 3a and Renewable Avoided Costs as listed in Tables 4a, 5a, and 6a. Monthly Off-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1b, 2b, and 3b and Renewable Avoided Costs as listed in Tables 4b, 5b, and 6b.

ON-PEAK PERIOD

The On-Peak period is 6:00 a.m. until 10:00 p.m., Monday through Saturday.

OFF-PEAK PERIOD

The Off-Peak period is 10:00 p.m. until 6:00 a.m., Monday through Saturday, and all day on Sunday.

Standard Avoided Costs are based on forward market price estimates through the Resource Sufficiency Period, the period of time during which the Company's Standard Avoided Costs are associated with incremental purchases of Energy and capacity from the market. For the Resource Deficiency Period, the Standard Avoided Costs reflect the fully allocated costs of a natural gas fueled combined cycle combustion turbine (CCCT) including fuel and capital costs. The CCCT Avoided Costs are based on the variable cost of Energy plus capitalized Energy costs at a 83% capacity factor based on a natural gas price forecast, with prices modified for shrinkage and transportation costs.

Renewable Avoided Costs are based on forward market price estimates through the Renewable Resource Sufficiency Period, the period of time during which the Company's Renewable Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Renewable Resource Deficiency Period, the Renewable Avoided Costs reflect the fully allocated costs of a wind plant including capital costs.

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UM 1805

SCHEDULE 201 (Continued)

PRICING FOR STANDARD PPA

Pricing represents the purchase price per MWh the Company will pay for electricity delivered to a Point of Delivery (POD) within the Company's service territory pursuant to a Standard PPA up to the nameplate rating of the QF in any hour. Any Energy delivered in excess of the nameplate rating will be purchased at the applicable Off-Peak Prices for the selected pricing option.

The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.

The Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; (d) Net Output delivered in the Off-Peak Period; and (e) deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

1) Standard Fixed Price Option

The Standard Fixed Price Option is based on Standard Avoided Costs including forecasted natural gas prices. It is available to all QFs.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Standard Avoided Costs in Tables 1a and 1b, 2a and 2b, or 3a and 3c, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Prices paid to the Seller under the Standard Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both the Base Load QF resources (Tables 1a and 1b) and the avoided proxy resource, the basis used to determine Standard Avoided Costs for the Standard Fixed Price Option, are assumed to have a capacity contribution to peak of 100%. The capacity contribution for Wind QF resources (Tables 2a and 2b) is assumed to be 5%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 5%.

Prices paid to the Seller under the Standard Fixed Price Option for Wind QFs (Tables 2a and 2b) include a reduction for the wind integration costs in Table 7. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 2a and 2b, for a net-zero effect.

Effective for service
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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1a												
Avoided Costs												
Standard Fixed Price Option for Base Load OF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	26.13	28.13	21.88	22.88	25.13	33.13	34.73	23.63	27.38	28.88	33.13
2016	31.43	30.01	26.93	25.51	24.81	23.05	31.80	36.26	32.22	30.97	31.67	34.43
2017	34.12	32.98	29.20	28.13	27.35	25.40	34.51	39.26	34.88	33.63	34.92	37.63
2018	36.46	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	35.40	32.63	30.65	30.03	27.59	38.72	44.05	38.11	37.58	38.80	41.61
2020	40.36	38.51	34.52	32.68	31.77	29.50	40.97	48.62	41.38	39.78	41.08	44.25
2021	76.65	76.41	74.08	73.15	73.29	73.45	73.59	73.74	73.90	74.05	76.07	77.39
2022	79.97	80.05	78.71	78.75	78.53	78.61	78.77	78.94	79.11	79.25	80.48	81.61
2023	82.88	82.91	80.52	79.05	78.47	78.48	78.64	78.81	78.99	79.12	82.44	83.38
2024	85.05	84.50	82.79	81.04	80.24	78.89	80.07	80.24	80.42	81.68	83.94	84.91
2025	87.42	86.98	85.17	83.62	83.53	83.72	83.91	84.10	84.30	84.97	88.09	89.08
2026	93.67	93.80	93.15	91.55	91.31	91.65	91.77	92.00	92.24	93.05	96.36	97.00
2027	98.81	99.16	94.04	92.43	92.18	92.41	92.63	92.89	93.10	93.79	97.14	98.19
2028	99.59	99.63	95.18	93.56	93.32	93.56	93.78	94.01	94.25	94.96	98.47	99.54
2029	102.05	101.44	98.20	95.44	95.98	96.23	96.48	96.70	96.95	97.67	101.14	103.35
2030	104.39	104.04	99.48	97.63	97.34	97.59	97.83	98.07	98.32	99.06	102.58	105.91
2031	106.92	106.62	101.91	99.62	99.32	99.67	99.81	100.05	100.31	101.06	104.65	108.79
2032	107.68	107.37	103.59	101.28	100.94	101.20	101.44	101.69	101.95	102.73	106.38	107.64
2033	110.15	109.84	105.98	103.61	103.29	103.55	103.80	104.05	104.32	105.10	108.83	110.01
2034	112.43	112.11	108.18	105.75	105.43	105.69	105.95	106.21	106.48	107.28	111.08	112.29
2035	114.62	114.29	110.28	107.81	107.48	107.75	108.01	108.27	108.55	109.37	113.24	114.47
2036	116.85	116.65	112.58	110.04	109.70	109.97	110.24	110.51	110.78	111.62	115.57	116.83
2037	119.72	119.39	115.21	112.64	112.29	112.57	112.84	113.12	113.41	114.26	118.29	119.57
2038	122.35	122.01	117.78	115.14	114.79	115.08	115.35	115.63	115.93	116.79	120.80	122.21
2039	124.88	124.52	120.19	117.52	117.18	117.45	117.73	118.02	118.32	119.20	123.39	124.72
2040	127.74	127.37	122.95	120.23	119.86	120.16	120.45	120.74	121.04	121.94	126.22	127.57

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1b												
Avoided Costs												
Standard Fixed Price Option for Base Load QF												
On-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	25.88	23.38	20.88	15.98	17.88	18.13	23.28	28.13	28.83	23.13	25.38	23.38
2016	27.06	25.99	23.32	18.54	18.82	13.43	23.13	27.74	29.51	27.20	27.07	30.11
2017	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.43	28.02	26.93	30.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.06	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	18.82	28.35	35.30	32.42	34.73	35.89	38.36
2020	38.01	35.42	31.72	25.08	22.46	17.99	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.87	35.54	34.60	34.75	34.90	39.05	35.20	35.36	35.61	37.92	38.85
2022	40.59	40.78	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.46	41.13	42.33
2023	42.71	42.74	40.35	38.59	38.28	38.30	38.47	38.64	38.82	39.55	42.28	43.21
2024	44.38	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.49	42.68	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.84	53.95	54.59
2027	55.68	55.93	56.81	49.20	48.95	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.26	49.50	49.72	49.95	50.19	50.90	54.41	55.46
2029	57.17	56.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2030	58.81	58.26	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2031	59.28	58.95	55.25	52.98	52.65	52.60	53.14	53.39	53.64	54.40	57.69	59.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	60.28
2033	61.67	61.38	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.60	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.88	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.96	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.60	61.44	61.73	62.01	62.29	62.58	63.45	67.56	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.35
2040	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2a												
Avoided Costs												
Standard Fixed Price Option for Wind QF												
On-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.38	21.36	22.36	18.11	19.11	21.88	28.35	30.98	25.86	23.61	25.11	28.38
2016	27.59	26.17	23.09	21.67	20.97	19.22	28.05	32.42	28.38	27.13	28.13	30.89
2017	30.21	28.65	25.29	24.22	23.44	21.49	30.60	35.35	30.95	29.92	31.01	33.72
2018	32.47	30.81	27.20	25.54	24.72	22.68	33.02	38.12	33.98	31.93	33.10	35.88
2019	34.07	32.33	28.56	26.82	25.96	23.82	34.65	39.99	35.04	33.51	34.73	37.74
2020	36.21	34.36	30.37	28.53	27.62	25.35	36.82	42.47	37.23	35.61	36.91	40.10
2021	37.61	37.56	33.29	32.30	32.45	32.60	32.75	32.90	33.05	33.21	36.22	36.54
2022	38.24	38.42	37.08	35.12	34.90	34.98	35.14	35.30	35.47	36.11	38.85	39.98
2023	40.33	40.36	37.67	36.51	35.91	35.92	36.09	36.26	36.43	37.17	38.88	40.83
2024	41.82	41.37	38.68	37.92	37.11	36.77	36.94	37.12	37.30	38.06	40.82	41.78
2025	43.33	42.90	41.09	39.74	39.44	39.64	39.82	40.02	40.21	40.89	44.00	45.00
2026	48.74	48.96	48.21	46.81	46.37	46.61	46.83	47.07	47.31	48.11	51.42	52.05
2027	53.11	53.35	49.23	46.82	46.37	46.60	46.83	47.06	47.29	47.99	51.33	52.39
2028	52.90	53.14	48.48	46.89	46.83	46.87	47.10	47.32	47.55	48.27	51.78	52.85
2029	54.50	53.85	50.77	48.85	48.40	48.64	48.87	49.11	49.35	50.09	53.55	55.75
2030	56.98	56.53	52.97	49.12	48.83	49.08	49.32	49.56	49.81	50.55	54.07	57.40
2031	58.47	58.17	52.48	50.16	49.87	50.12	50.36	50.60	50.85	51.61	55.20	58.34
2032	57.57	57.26	53.48	51.15	50.84	51.09	51.34	51.59	51.85	52.62	56.27	57.43
2033	58.79	58.47	54.82	52.24	51.92	52.18	52.43	52.68	52.95	53.74	57.48	58.65
2034	59.91	59.59	55.66	52.24	52.91	53.18	53.43	53.69	53.95	54.76	58.56	59.77
2035	61.25	60.82	56.91	54.44	54.11	54.38	54.64	54.90	55.18	56.00	59.87	61.10
2036	62.73	62.40	58.31	55.79	55.45	55.72	55.99	56.26	56.54	57.37	61.32	62.58
2037	64.25	63.82	59.75	57.18	56.83	57.12	57.39	57.69	57.95	58.80	62.83	64.11
2038	65.84	65.49	61.24	58.62	58.26	58.55	58.82	59.11	59.40	60.27	64.37	65.68
2039	67.28	66.91	62.57	59.90	59.54	59.84	60.12	60.40	60.70	61.58	65.77	67.11
2040	69.00	68.64	64.22	61.50	61.13	61.43	61.71	62.01	62.31	63.21	67.49	68.84

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2b Avoided Costs Standard Fixed Price Option for Wind QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.66	19.36	21.61	24.61
2016	23.22	22.15	19.48	14.70	12.81	6.68	19.28	23.90	21.67	23.46	24.13	26.27
2017	26.36	25.15	22.13	17.56	15.32	11.52	21.46	26.58	24.11	26.02	26.76	29.12
2018	28.61	27.30	24.04	18.21	15.90	11.97	23.81	29.44	26.72	28.90	28.72	32.33
2019	30.35	28.97	25.52	19.35	16.91	12.75	25.28	31.23	28.35	30.68	31.53	34.28
2020	32.78	31.27	27.57	20.93	18.31	13.84	27.30	33.70	30.60	33.09	34.02	36.99
2021	35.98	34.64	31.31	23.97	20.92	15.67	30.62	37.97	34.13	37.29	38.23	41.62
2022	38.08	36.45	32.11	25.15	22.64	17.31	33.17	41.34	37.51	40.88	41.82	45.29
2023	39.32	37.35	32.96	26.50	23.80	18.91	35.08	44.26	39.10	42.77	43.71	47.42
2024	39.89	37.64	33.63	27.88	25.08	20.14	36.61	47.81	40.58	44.31	45.15	49.75
2025	41.25	38.82	35.01	29.66	26.76	21.83	38.74	51.96	42.61	46.42	47.26	52.82
2026	42.62	39.94	36.59	31.84	28.45	23.49	41.41	56.74	44.61	49.30	50.24	56.14
2027	44.01	41.19	38.37	34.48	30.41	25.14	44.44	62.17	46.81	52.57	53.97	60.71
2028	45.42	42.54	39.89	36.89	32.64	26.94	47.97	68.24	49.11	56.14	57.80	65.54
2029	46.85	43.91	41.41	39.31	35.08	28.97	51.96	74.96	51.51	60.14	61.73	70.71
2030	48.31	45.31	42.96	41.84	37.53	31.14	56.44	82.34	54.01	63.57	64.66	74.96
2031	49.80	46.84	44.54	44.31	39.14	33.44	61.41	90.34	56.61	67.14	68.59	79.71
2032	51.31	48.41	46.24	46.84	41.64	35.84	67.14	99.04	59.41	70.71	71.62	84.96
2033	52.84	49.96	47.84	48.31	43.14	37.34	73.57	108.44	62.81	74.14	75.05	90.71
2034	54.41	51.54	49.41	50.84	44.64	38.84	80.64	118.54	66.71	77.57	78.48	96.96
2035	56.01	53.14	51.01	52.31	46.14	40.34	88.54	129.44	71.14	81.01	81.91	103.71
2036	57.64	54.74	52.64	53.84	47.64	42.04	97.14	141.14	76.01	84.48	85.34	111.01
2037	59.31	56.41	54.31	55.54	49.14	43.74	106.54	153.64	81.41	87.96	88.77	118.71
2038	61.01	58.14	56.01	57.24	50.64	45.44	116.74	167.84	87.31	91.44	92.14	127.01
2039	62.74	59.84	57.74	58.96	52.14	47.14	127.74	183.44	93.71	94.96	95.57	135.71
2040	64.51	61.64	59.54	60.84	53.64	48.84	139.54	200.54	100.61	98.54	99.14	144.96

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3a Avoided Costs Standard Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	31.13	25.13	26.13	21.68	22.68	25.13	33.13	34.73	29.63	27.39	29.68	33.13
2017	34.12	32.56	29.20	25.13	27.35	25.40	34.51	39.26	33.63	34.92	37.63	
2018	36.46	34.80	31.19	26.53	28.71	26.67	37.01	42.11	37.38	35.92	37.09	39.97
2019	38.14	36.40	32.63	28.89	30.03	27.89	38.72	44.06	39.11	37.58	38.80	41.81
2020	40.39	38.51	34.62	32.66	31.77	29.50	40.97	46.92	41.38	39.76	41.09	44.25
2021	42.84	41.79	37.46	35.33	34.68	32.83	43.98	49.88	43.13	37.38	37.44	40.77
2022	45.55	44.73	41.39	39.43	39.21	35.29	47.45	52.61	45.78	40.42	43.16	44.29
2023	48.42	47.75	44.36	42.90	40.30	37.31	51.48	56.65	48.82	41.58	44.27	45.22
2024	51.46	50.84	47.46	45.43	42.39	41.58	55.84	60.94	52.14	44.11	44.59	47.42
2025	54.66	54.06	50.66	48.43	45.40	44.20	60.44	66.44	56.44	47.77	48.03	51.29
2026	58.01	57.39	53.61	52.86	51.26	51.02	65.26	72.44	61.48	51.72	51.96	54.71
2027	61.51	60.89	56.97	56.38	54.71	54.24	70.51	78.96	66.03	55.03	55.23	58.13
2028	65.14	64.52	60.41	59.82	58.14	57.67	76.01	85.54	71.14	59.14	59.34	62.14
2029	68.84	68.22	63.91	63.32	61.64	61.17	81.96	92.14	76.71	64.24	64.44	67.14
2030	72.64	72.02	67.61	67.02	65.34	64.87	88.34	98.71	82.34	69.34	69.54	72.14
2031	76.54	75.92	71.41	70.82	69.14	68.67	95.14	106.44	88.44	74.44	74.64	77.14
2032	80.54	79.92	75.41	74.82	73.14	72.67	102.34	115.14	94.54	79.54	79.74	82.14
2033	84.64	84.02	79.51	78.92	77.24	76.77	109.54	124.44	101.64	84.64	84.84	87.14
2034	88.84	88.22	83.71	83.12	81.44	80.97	117.74	134.74	108.74	89.74	89.94	92.14
2035	93.14	92.52	88.01	87.42	85.74	85.27	126.04	146.04	116.84	94.84	95.04	97.14
2036	97.54	96.92	92.41	91.82	90.14	89.67	135.44	158.34	125.94	100.94	101.14	104.14
2037	102.04	101.42	97.31	96.72	95.04	94.57	145.84	171.64	135.04	106.04	106.24	109.14
2038	106.64	106.02	101.91	101.32	99.64	99.17	157.24	186.04	145.14	111.14	111.34	114.14
2039	111.34	110.72	106.61	106.02	104.34	103.87	169.64	201.54	156.24	116.24	116.44	119.14
2040	116.14	115.52	111.41	110.82	109.14	108.67	183.04	218.04	167.34	121.34	121.54	124.14

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3b												
Avoided Costs												
Standard Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	28.98	29.38	29.88	19.88	17.88	18.13	23.88	28.13	25.53	23.13	25.38	28.38
2017	27.06	25.99	23.32	18.54	16.65	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2018	30.27	29.06	26.04	21.47	19.23	15.43	25.37	30.49	28.02	28.83	30.67	33.03
2019	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.49	30.71	32.89	33.71	36.32
2020	34.42	33.04	29.59	23.42	20.58	16.82	29.35	35.30	32.42	34.73	35.60	38.38
2021	35.91	35.42	31.72	25.06	22.46	17.99	31.49	37.85	34.75	37.24	38.17	41.14
2022	40.11	39.87	35.54	34.60	34.75	34.90	36.05	35.20	35.35	35.51	37.52	38.85
2023	43.98	40.76	39.42	37.47	37.25	37.32	37.48	37.85	37.82	38.49	41.19	42.33
2024	42.71	42.74	40.35	38.89	38.79	38.30	38.47	38.64	38.82	39.25	42.26	43.21
2025	44.38	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2026	45.81	45.38	43.57	42.22	41.82	42.12	42.30	42.49	42.68	43.37	46.48	47.48
2027	51.27	51.49	50.74	49.14	48.90	49.14	49.36	49.60	49.84	50.84	53.95	54.59
2028	55.68	55.93	50.81	49.20	48.95	49.18	49.41	49.63	49.87	50.58	53.91	54.97
2029	55.52	55.77	51.12	49.52	49.25	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2030	57.17	55.53	53.44	51.32	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2031	58.61	58.28	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.80	60.13
2032	58.28	58.95	58.25	52.96	52.65	52.90	53.14	53.39	53.64	54.40	57.98	58.12
2033	60.42	60.11	56.33	54.00	53.68	53.93	54.18	54.43	54.68	55.46	59.12	60.29
2034	61.67	61.36	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2035	62.85	62.53	58.60	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2036	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2037	65.69	65.47	61.38	58.96	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2038	67.39	67.04	62.87	60.31	59.98	60.24	60.51	60.78	61.07	61.92	65.95	67.23
2039	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.98	68.86
2040	70.51	70.15	65.82	63.14	62.78	63.06	63.34	63.64	63.94	64.83	69.02	70.35
2041	72.31	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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UM 1805

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)

2) Renewable Fixed Price Option

The Renewable Fixed Price Option is based on Renewable Avoided Costs. It is available only to Renewable QFs that generate electricity from a renewable energy source that may be used by the Company to comply with the Oregon Renewable Portfolio Standard as set forth in ORS 499A.005 to 499A.210.

This option is available for a maximum term of 15 years. Prices will be established at the time the Standard PPA is executed and will be equal to the Renewable Avoided Costs in Tables 4a and 4b, 5a and 5b, or 6a and 6b, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Sellers will retain all Environmental Attributes generated by the facility during the Renewable Resource Sufficiency Period. A Renewable QF choosing the Renewable Fixed Price Option must cede all RPS Attributes generated by the facility to the Company during the Renewable Resource Deficiency Period.

Prices paid to the Seller under the Renewable Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both Wind QF resources (Tables 5a and 5b) and the avoided proxy resource, the basis used to determine Renewable Avoided Costs for the Renewable Fixed Price Option, are assumed to have a capacity contribution to peak of 5%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 5%. The capacity contribution for Base Load QF resources (Tables 4a and 4b) is assumed to be 100%.

The Renewable Avoided Costs during the Renewable Resource Deficiency Period reflect an increase for avoided wind integration costs, shown in Table 7.

Prices paid to the Seller under the Renewable Fixed Price Option for Wind QFs (Tables 5a and 5b) include a reduction for the wind integration costs in Table 7, which cancels out wind integration costs included in the Renewable Avoided Costs during the Renewable Resource Deficiency Period. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 5a and 5b.

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4a Renewable Avoided Costs Renewable Fixed Price Option for Base Load QF On-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.88	22.88	25.13	33.13	34.73	29.63	27.98	28.88	33.13
2016	31.58	30.15	27.08	25.68	24.98	23.21	32.05	38.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.55	34.66	39.41	35.01	33.98	35.07	37.78
2018	36.81	34.95	31.34	29.68	28.85	26.92	37.16	42.26	37.53	36.07	37.24	40.12
2019	38.30	36.55	32.79	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.95	41.97
2020	130.40	130.40	129.50	130.04	133.82	132.76	132.39	132.24	133.72	128.58	130.57	129.37
2021	133.26	133.54	131.86	133.13	136.49	135.59	134.91	135.52	133.73	132.54	134.08	132.51
2022	136.24	136.10	133.85	135.90	139.41	138.20	137.67	137.62	136.32	135.14	136.83	135.12
2023	139.28	138.88	136.54	138.99	141.88	141.01	140.60	140.17	139.18	137.81	139.83	138.63
2024	141.20	141.38	139.07	141.45	144.87	143.47	143.33	143.02	142.81	139.69	141.17	141.32
2025	144.44	144.83	142.24	145.02	149.08	147.69	148.57	146.72	145.78	143.17	144.48	144.07
2026	148.08	147.89	145.97	148.54	153.80	149.89	149.88	150.17	149.84	146.23	148.99	147.27
2027	150.88	150.49	148.51	151.01	156.07	152.94	152.20	153.90	152.64	148.20	150.73	150.17
2028	153.78	152.55	150.18	154.12	160.88	154.93	155.77	155.78	154.75	152.38	153.65	152.73
2029	157.02	156.74	153.80	157.59	164.40	159.30	159.39	159.45	159.48	156.48	158.44	156.91
2030	160.28	159.94	157.24	160.66	173.85	164.43	161.89	161.75	163.28	158.51	159.18	159.23
2031	163.23	162.64	160.72	164.67	177.15	169.11	164.90	166.01	166.28	161.75	163.06	162.54
2032	165.75	165.18	163.21	167.22	179.91	171.73	167.46	168.59	168.94	164.26	165.59	165.06
2033	169.59	168.93	166.98	171.09	184.08	175.70	171.33	172.48	172.74	168.06	169.41	168.88
2034	173.01	172.30	170.39	174.59	187.78	179.24	174.79	175.97	175.23	171.46	172.84	172.29
2035	176.35	175.72	173.65	177.91	191.39	182.70	178.16	179.36	179.63	174.75	176.17	175.62
2036	179.40	178.76	176.65	180.98	194.69	185.85	181.24	182.46	182.74	177.79	179.22	178.65
2037	183.23	182.57	180.41	184.85	198.85	189.82	185.10	186.35	186.63	181.58	183.04	182.46
2038	186.76	186.09	183.90	188.42	202.89	193.48	188.68	189.95	190.23	185.08	186.57	185.97
2039	190.37	189.68	187.44	192.05	206.60	197.22	192.32	193.81	193.81	188.85	190.17	189.57
2040	193.66	192.96	190.69	195.37	210.18	200.62	195.64	196.96	197.26	191.92	193.46	192.85

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 4b Renewable Avoided Costs Renewable Fixed Price Option for Base Load QF Off-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	28.38
2016	27.21	26.14	23.47	18.89	18.60	13.68	23.28	27.89	25.65	27.45	28.12	30.26
2017	30.42	28.21	25.19	21.62	18.38	15.68	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.18	22.35	20.04	16.11	27.95	33.59	30.85	33.04	33.86	36.47
2019	34.88	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.69	34.89	35.78	38.52
2020	74.05	74.28	78.18	74.70	70.70	70.88	71.32	72.70	73.78	75.71	74.68	75.50
2021	76.81	75.69	77.70	76.08	72.65	72.71	73.48	73.88	75.25	77.66	74.78	76.80
2022	77.70	77.31	79.98	77.27	73.68	74.12	75.80	74.74	76.60	79.10	76.00	78.21
2023	78.70	78.75	81.53	78.38	74.14	75.53	77.17	76.51	78.04	80.71	77.14	79.50
2024	79.35	79.42	83.14	79.16	74.55	77.78	79.40	76.83	78.61	81.03	79.55	80.29
2025	80.96	80.94	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.89	75.34	79.31	79.11	79.94	79.12	83.91	82.41	82.47
2027	84.14	84.11	88.28	82.90	75.15	82.77	81.16	82.83	80.85	85.39	83.38	83.90
2028	85.28	86.01	89.97	85.07	74.43	82.57	82.78	81.19	82.83	87.06	84.33	84.82
2029	85.87	86.84	90.61	86.72	78.73	82.93	84.21	82.59	84.39	89.00	86.85	88.12
2030	87.21	88.28	92.45	88.69	88.43	83.64	84.98	85.17	84.95	89.66	88.91	89.94
2031	89.10	90.90	93.69	87.32	89.81	83.38	86.78	88.97	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	85.54	92.64	92.44	91.53
2033	92.57	94.03	97.34	90.72	72.83	85.83	90.16	90.36	88.48	94.89	94.48	93.55
2034	94.98	95.84	99.22	92.47	73.83	88.38	91.95	92.10	89.18	95.52	95.39	94.36
2035	95.18	97.69	101.13	94.25	75.38	91.00	93.88	93.88	91.83	98.38	98.16	97.20
2036	97.77	98.31	102.80	95.81	76.81	91.49	95.22	95.43	93.42	100.00	99.78	98.80
2037	99.93	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.59	100.99
2038	101.66	103.46	107.10	99.82	79.81	95.31	99.20	98.42	97.33	104.18	103.95	102.93
2039	103.82	105.45	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.69	98.78	102.78	103.02	100.85	107.95	107.71	106.85

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5a Renewable Avoided Costs Renewable Fixed Price Option for Wind OF On-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	27.36	21.36	22.36	18.11	19.11	21.36	29.36	30.95	25.86	23.61	25.11	29.36
2016	27.74	26.32	23.24	21.82	21.12	18.37	26.21	32.57	26.53	27.28	28.28	30.74
2017	30.36	28.80	25.44	24.37	23.69	21.84	30.75	35.50	31.10	30.07	31.16	33.87
2018	32.62	30.95	27.35	25.69	24.87	22.83	33.17	38.27	33.54	32.08	33.25	36.13
2019	34.23	32.45	28.72	26.88	26.12	23.98	34.81	40.15	35.20	33.67	34.89	37.90
2020	35.89	33.87	29.77	27.81	27.03	24.93	36.52	42.00	36.95	35.04	36.34	39.64
2021	37.73	35.40	30.23	28.10	27.28	25.86	38.28	43.88	38.82	36.91	37.44	40.68
2022	39.81	37.16	31.42	29.17	28.31	26.93	39.99	45.79	40.73	38.71	39.30	42.68
2023	42.01	38.95	32.47	30.12	29.23	28.04	41.74	47.73	42.62	40.56	41.10	44.74
2024	44.32	40.86	33.42	31.07	30.28	29.19	43.62	49.70	44.54	42.43	42.93	46.85
2025	46.74	42.91	34.37	31.96	31.37	30.28	45.63	51.70	46.50	44.28	44.17	49.00
2026	49.27	45.16	35.32	32.89	32.50	31.31	47.76	53.72	48.50	46.00	45.96	51.20
2027	51.91	47.51	36.27	33.84	33.55	32.29	49.99	55.77	50.52	47.86	47.81	53.44
2028	54.65	49.92	37.12	34.81	34.30	33.22	52.40	57.84	52.50	49.14	49.00	55.71
2029	57.49	52.33	37.97	35.80	35.14	34.10	54.97	59.93	54.27	50.34	50.00	58.00
2030	60.42	54.70	38.82	36.81	36.03	34.93	57.69	62.04	56.07	51.51	51.00	60.32
2031	63.44	57.11	39.67	37.83	36.96	35.71	60.54	64.17	57.92	52.67	52.00	62.67
2032	66.54	59.54	40.52	38.86	37.99	36.44	63.52	66.32	59.87	53.74	53.00	65.14
2033	69.71	62.00	41.37	39.91	39.02	37.12	66.63	68.49	61.86	54.74	54.00	67.63
2034	72.94	64.48	42.22	40.97	40.09	37.70	69.86	70.68	63.92	55.59	55.00	70.14
2035	76.23	66.97	43.07	42.04	41.11	38.23	73.20	72.88	66.00	56.44	56.00	72.67
2036	79.58	69.47	43.92	43.12	42.18	38.71	76.65	75.09	68.07	57.29	57.00	75.22
2037	82.99	71.98	44.77	44.21	43.27	39.14	80.20	77.31	70.13	58.14	58.00	77.79
2038	86.46	74.49	45.62	45.30	44.32	39.52	83.85	79.54	72.18	59.00	59.00	80.37
2039	89.99	77.00	46.47	46.39	45.37	40.00	87.60	81.78	74.23	60.00	60.00	82.96
2040	93.58	79.51	47.32	47.38	46.42	40.43	91.45	84.03	76.38	61.00	61.00	85.56

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 5b Renewable Avoided Costs Renewable Fixed Price Option for Wind OF Off-Peak Forecast (\$/MWh)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.86	19.36	21.61	24.61
2016	23.37	22.30	19.63	14.85	12.96	9.74	19.44	24.05	21.82	23.61	24.28	26.42
2017	28.51	25.30	22.28	17.71	15.47	11.67	21.81	26.73	24.26	26.17	26.91	29.27
2018	28.78	27.45	24.19	18.38	16.05	12.12	23.96	29.59	26.87	29.05	29.97	32.45
2019	30.51	29.13	25.68	19.51	17.07	12.91	25.44	31.33	28.51	30.82	31.69	34.45
2020	32.29	30.81	27.03	20.55	18.55	13.85	27.17	32.68	29.61	32.56	33.35	36.35
2021	34.12	32.45	28.12	21.52	19.52	14.82	29.00	34.00	30.50	33.44	34.19	37.57
2022	36.01	34.16	29.12	22.51	20.43	15.85	30.88	35.33	31.37	34.28	34.99	38.82
2023	37.95	35.91	30.07	23.50	21.34	16.93	32.80	36.60	32.14	35.11	35.66	40.09
2024	39.94	37.78	30.96	24.49	22.23	18.06	34.84	37.82	32.81	35.84	36.34	41.38
2025	41.98	39.57	31.91	25.48	23.12	19.24	36.99	39.00	33.38	36.52	37.03	42.68
2026	44.07	41.32	32.86	26.47	24.01	20.47	39.24	40.14	33.85	37.20	37.74	43.99
2027	46.21	43.07	33.81	27.46	24.90	21.74	41.58	41.14	34.32	37.87	38.40	45.31
2028	48.40	44.82	34.76	28.45	25.79	23.05	44.00	42.00	34.79	38.54	39.00	46.64
2029	50.64	46.57	35.71	29.44	26.68	24.40	46.50	42.77	35.16	39.21	39.50	48.00
2030	52.93	48.32	36.66	30.43	27.57	25.79	49.07	43.44	35.53	39.82	40.00	49.37
2031	55.27	50.07	37.61	31.42	28.46	27.18	51.70	44.00	35.89	40.43	40.50	50.74
2032	57.66	51.82	38.56	32.41	29.39	28.57	54.38	44.50	36.25	41.04	41.00	52.11
2033	60.10	53.57	39.51	33.40	30.30	29.96	57.10	44.90	36.60	41.65	41.50	53.48
2034	62.59	55.32	40.46	34.39	31.21	31.35	60.00	45.20	36.95	42.26	42.00	54.85
2035	65.13	57.07	41.41	35.38	32.12	32.74	63.00	45.50	37.30	42.87	42.50	56.22
2036	67.72	58.82	42.36	36.37	33.03	34.13	66.10	45.70	37.65	43.48	43.00	57.59
2037	70.36	60.57	43.31	37.36	33.94	35.52	69.30	45.90	38.00	44.09	43.50	58.96
2038	73.05	62.32	44.26	38.35	34.85	36.91	72.60	46.10	38.35	44.70	44.00	60.33
2039	75.79	64.07	45.21	39.34	35.76	38.30	76.00	46.30	38.70	45.31	44.50	61.70
2040	78.58	65.82	46.16	40.33	36.67	39.69	79.50	46.50	39.05	45.92	45.00	63.07

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	28.13	21.88	22.68	25.13	33.13	34.73	29.63	27.38	28.58	33.13
2016	31.58	30.18	27.08	25.88	24.98	23.21	32.08	36.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.85	34.66	39.41	35.01	33.98	35.07	37.78
2018	36.81	34.95	31.34	29.88	29.88	28.82	37.18	42.28	37.93	36.07	37.24	40.12
2019	38.30	38.58	32.79	31.05	30.19	28.05	36.88	44.22	39.27	37.74	38.96	41.67
2020	93.84	93.82	92.92	93.45	97.24	96.18	95.81	95.67	94.15	93.00	93.99	92.79
2021	95.96	96.23	94.48	95.73	99.08	98.15	97.91	98.11	96.33	95.14	96.97	95.11
2022	98.12	97.97	96.73	97.78	101.28	100.08	99.54	99.50	98.20	97.02	98.70	98.99
2023	100.40	99.89	97.58	99.00	102.99	102.03	101.82	101.18	100.19	98.82	100.84	99.54
2024	101.72	101.60	99.89	101.97	105.18	103.99	103.85	103.54	103.32	102.50	101.98	101.84
2025	104.07	104.45	101.87	104.64	108.71	107.32	106.19	106.35	106.88	106.07	105.23	106.12
2026	106.82	106.53	104.81	107.39	112.65	108.54	108.54	109.02	108.68	107.28	106.78	108.22
2027	109.03	108.51	106.58	108.06	118.12	110.89	110.25	111.96	110.68	109.62	110.89	109.97
2028	111.02	109.79	107.40	111.39	117.90	112.17	113.01	113.02	111.99	109.62	110.89	109.97
2029	113.43	113.15	110.01	114.00	125.82	119.72	119.81	119.81	118.88	117.30	118.88	117.30
2030	115.86	115.51	112.82	116.23	129.42	120.01	117.47	117.33	116.96	114.89	114.78	114.81
2031	117.94	117.28	115.44	119.39	131.87	123.82	119.62	120.73	120.98	118.47	117.78	117.28
2032	119.89	119.29	117.34	121.36	134.05	126.87	121.59	122.72	122.98	120.39	119.72	119.29
2033	122.94	121.93	119.83	124.64	137.01	128.65	124.28	125.44	125.70	121.91	122.97	121.83
2034	124.80	124.28	122.25	126.44	139.88	131.13	126.88	127.86	128.12	123.35	124.73	124.18
2035	127.32	126.88	124.61	128.88	142.95	133.88	129.12	130.32	130.69	125.73	127.14	126.58
2036	129.42	128.77	126.67	131.00	144.70	135.87	131.28	132.48	132.75	127.80	129.24	128.67
2037	132.28	131.52	129.45	133.20	147.90	138.87	134.16	135.40	135.68	130.83	132.09	131.51
2038	134.83	134.18	131.56	136.48	150.75	141.58	137.74	138.02	138.30	133.15	134.84	134.05
2039	137.43	136.75	134.51	138.12	153.85	144.28	139.38	140.68	140.97	135.72	137.24	136.84
2040	139.70	139.01	136.73	141.41	156.20	146.87	141.69	143.00	143.30	137.96	139.51	138.89

Effective for service
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UM 1805

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.38	20.88	15.88	17.88	19.13	23.88	25.13	25.82	23.13	25.38	28.38
2016	27.21	25.14	23.47	18.69	18.88	19.58	23.29	27.89	25.66	27.45	28.12	30.28
2017	30.42	29.21	26.19	21.62	19.38	15.98	25.82	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	29.18	22.35	20.04	18.11	27.95	33.58	30.86	33.04	33.86	36.47
2019	34.58	33.20	29.75	23.58	21.14	16.98	29.51	35.46	32.58	34.89	35.76	38.52
2020	74.05	74.35	70.18	74.70	70.70	70.98	71.32	72.70	73.76	75.21	74.88	75.50
2021	78.81	78.62	77.70	78.08	72.65	72.71	73.48	73.88	75.25	77.68	74.78	76.80
2022	77.70	77.31	79.96	77.27	73.88	74.12	75.90	74.74	76.69	79.10	78.69	78.21
2023	78.70	78.78	81.53	79.38	74.14	75.53	77.17	78.51	78.04	80.71	77.14	79.60
2024	79.35	78.42	83.14	79.16	74.55	77.78	78.40	78.83	78.61	81.03	78.56	80.29
2025	80.96	80.84	84.88	80.33	74.54	78.20	78.02	79.19	79.32	82.81	82.21	81.48
2026	81.35	82.42	85.25	80.88	78.34	79.31	79.11	80.43	80.90	86.39	83.38	83.99
2027	84.14	84.11	88.28	82.99	75.15	80.77	81.18	80.43	80.90	86.39	83.38	83.99
2028	85.29	85.01	88.97	85.07	74.43	82.97	82.76	81.19	82.83	87.05	84.33	86.62
2029	85.87	85.64	90.81	86.72	86.73	82.93	84.21	82.59	84.39	88.00	86.86	88.12
2030	87.21	86.28	92.46	88.89	86.43	83.84	84.98	85.17	84.95	89.86	88.91	89.84
2031	89.10	90.50	93.69	87.32	89.81	83.38	85.78	86.97	85.14	91.14	90.33	90.04
2032	90.57	92.00	95.20	88.76	79.97	84.75	88.21	88.41	86.54	92.64	92.44	91.83
2033	92.57	94.03	97.34	90.72	72.93	85.83	90.16	90.38	88.46	94.60	94.48	93.95
2034	94.38	95.84	99.24	92.47	72.93	85.83	90.16	90.38	88.46	94.60	94.48	93.95
2035	96.18	97.69	101.13	94.25	75.35	90.00	93.68	93.88	91.90	98.38	98.16	97.20
2036	97.77	98.31	102.80	95.81	76.81	91.49	95.22	95.43	93.42	100.00	99.78	98.90
2037	99.83	101.50	105.07	97.93	78.30	93.81	97.33	97.54	95.49	102.21	101.98	100.89
2038	101.85	103.46	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.83
2039	103.82	105.46	109.17	101.74	81.35	97.15	101.12	101.34	99.21	106.20	105.98	104.92
2040	105.84	107.20	110.97	103.42	82.69	98.78	102.79	103.02	100.85	107.95	107.71	106.65

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

WIND INTEGRATION

TABLE 7	
Wind Integration	
Year	Cost
2015	3.77
2016	3.84
2017	3.91
2018	3.99
2019	4.07
2020	4.15
2021	4.23
2022	4.31
2023	4.39
2024	4.47
2025	4.56
2026	4.65
2027	4.74
2028	4.83
2029	4.92
2030	5.02
2031	5.12
2032	5.21
2033	5.31
2034	5.42
2035	5.52
2036	5.63
2037	5.74
2038	5.85
2039	5.96
2040	6.08

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

MONTHLY SERVICE CHARGE

Each separately metered QF not associated with a retail Customer account will be charged \$10.00 per month.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable to Sellers with a Standard PPA:

- 1) QFs with nameplate capacity ratings greater than 200 kW are required to secure and maintain a prudent amount of general liability insurance. The Seller must certify to the Company that it is maintaining general liability insurance coverage for each QF at prudent amounts. A prudent amount will be deemed to mean liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit, which limits may be required to be increased or decreased by the Company as the Company determines in its reasonable judgment, that economic conditions or claims experience may warrant.
- 2) Such insurance will include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies will not be canceled or their limits reduced without 30 days' written notice to the Company. The Seller will furnish the Company with certificates of insurance together with the endorsements required herein. The Company will have the right to inspect the original policies of such insurance.
- 3) QFs with a design capacity of 200 kW or less are encouraged to pursue liability insurance on their own. The Oregon Public Utility Commission in Order No. 05-584 determined that it is inappropriate to require QFs that have a design capacity of 200 kW or less to obtain general liability insurance.

TRANSMISSION AGREEMENTS

If the QF is located outside the Company's service territory, the Seller is responsible for the transmission of power at its cost to the Company's service territory.

INTERCONNECTION REQUIREMENTS

Except as otherwise provided in a generation Interconnection Agreement between the Company and Seller, if the QF is located within the Company's service territory, switching equipment capable of isolating the QF from the Company's system will be accessible to the Company at all times. At the Company's option, the Company may operate the switching equipment described above if, in the sole opinion of the Company, continued operation of the QF in connection with the utility's system may create or contribute to a system emergency.

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

INTERCONNECTION REQUIREMENTS (Continued)

The QF owner interconnecting with the Company's distribution system must comply with all requirements for interconnection as established pursuant to Commission rule, in the Company's Rules and Regulations (Rule C) or the Company's Interconnection Procedures contained in its FERC Open Access Transmission Tariff (OATT), as applicable. The Seller will bear full responsibility for the installation and safe operation of the interconnection facilities.

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA

A QF will be eligible to receive pricing under the Standard PPA if the nameplate capacity of the QF, together with any other electric generating facility using the same motive force, owned or controlled by the Same Person(s) or Affiliated Person(s), and located at the Same Site, does not exceed 10 MW. A Community-Based or Family-Owned QF is exempt from these restrictions.

Definition of Community-Based

- a. A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have some not insignificant continuing role with or interest in the project after it is completed and placed in service.
- b. After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

Definition of Family-Owned

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered held by the equity owners of the look through entity. An individual is a natural person. In counting to five or fifteen, spouses or children of an equity owner of the project owner who also have an equity interest are aggregated and counted as a single individual.

Effective for service
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UM 1805

SCHEDULE 201 (Concluded)

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)

Definition of Person(s) or Affiliated Person(s)

As used above, the term "Same Person(s)" or "Affiliated Person(s)" means a natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. However, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) solely because they are developed by a single entity.

Furthermore, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Definition of Same Site

For purposes of the foregoing, generating facilities are considered to be located at the same site as the QF for which qualification for pricing under the Standard PPA is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for pricing under the Standard PPA is sought.

Definition of Shared Interconnection and Infrastructure

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

OTHER DEFINITIONS

Mid-C Index Price

As used in this schedule, the daily Mid-C Index Price shall be the Day Ahead Intercontinental Exchange ("ICE") for the bilateral OTC market for energy at the Mid-C Physical for Average

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

OTHER DEFINITIONS (Continued)

On-Peak Power and Average Off-Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

Definition of RPS Attributes

As used in this schedule, RPS Attributes means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ors. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

Definition of Environmental Attributes

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

Definition of Resource Sufficiency Period

This is the period from the current year through 2020.

Definition of Resource Deficiency Period

This is the period from 2021 through 2034.

Definition of Renewable Resource Sufficiency Period

This is the period from the current year through 2019.

Definition of Renewable Resource Deficiency Period

This is the period from 2020 through 2034.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

DISPUTE RESOLUTION

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to pricing under the Standard PPA.

The QF may present disputes to the Commission for resolution using the following process:

The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed.

The utility may respond to the complaint within ten days of service.

The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 860, Division 016. The administrative law judge will not act as an arbitrator.

SPECIAL CONDITIONS

1. Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
2. If the Seller also receives retail Electricity Service from the Company at the same location, any payments under this schedule will be credited to the Seller's retail Electricity Service bill. At the option of the Customer, any net credit over \$10.00 will be paid by check to the Customer.
3. Unless required by state or federal law, if the 1978 Public Utility Regulatory Policies Act (PURPA) is repealed, PPAs entered into pursuant to this schedule will not terminate prior to the Standard or Negotiated PPA's termination date.

TERM OF AGREEMENT

Not less than one year and not to exceed 20 years.

Effective for service
on and after September 23, 2015

Attachment 10
Riley Solar I LLC PPA

STANDARD RENEWABLE OFF-SYSTEM VARIABLE POWER PURCHASE

AGREEMENT

THIS AGREEMENT, entered into this 27th day, June, 2016, is between Riley Solar I LLC ("Seller") and Portland General Electric Company ("PGE") (hereinafter each a "Party" or collectively, "Parties").

RECITALS

Seller intends to construct, own, operate and maintain a photovoltaics-based solar generation facility for the generation of electric power located in Harney County, Oregon with a Nameplate Capacity Rating of 10,000 kilowatt ("kW"), as further described in Exhibit A ("Facility"); and

Seller intends to operate the Facility as a "Qualifying Facility," as such term is defined in Section 3.1.3, below.

Seller shall sell and PGE shall purchase the entire Net Output, as such term is defined in Section 1.21, below, from the Facility in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

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

1.1. "As-built Supplement" means the supplement to Exhibit A provided by Seller in accordance with Section 4.3 following completion of construction of the Facility, describing the Facility as actually built.

1.2. "Base Hours" is defined as the total number of hours in each Contract Year (8,760 or 8,784 for leap year)

1.3. "Billing Period" means from the start of the first day of each calendar month to the end of the last day of each calendar month.

1.4. "Cash Escrow" means an agreement by two parties to place money into the custody of a third party for delivery to a grantee only after the fulfillment of the conditions specified.

1.5. "Commercial Operation Date" means the date that the Facility is deemed by PGE to be fully operational and reliable. PGE may, at its discretion require, among other things, that all of the following events have occurred:

1.5.1. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from a Licensed Professional Engineer ("LPE") acceptable to PGE in its reasonable judgment stating that the Facility is able to generate electric power reliably in accordance with the terms and conditions of this Agreement (certifications required under this Section 1.5 can be provided by one or more LPEs);

1.5.2. Start-Up Testing of the Facility has been completed in accordance with Section 1.36;

1.5.3. (facilities with nameplate under 500 kW exempt from following requirement) After PGE has received notice of completion of Start-Up Testing, PGE has received a certificate addressed to PGE from an LPE stating that the Facility has operated for testing purposes under this Agreement and was continuously mechanically available for operation for a minimum of 120 hours. The Facility must provide ten (10) working days written notice to PGE prior to the start of the initial testing period. If the mechanical availability of the Facility is interrupted during this initial testing period or any subsequent testing period, the Facility shall promptly start a new Test Period and provide PGE forty-eight (48) hours written notice prior to the start of such testing period;

1.5.4. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that all required interconnection facilities have been constructed and all required interconnection tests have been completed;

1.5.5. (facilities with nameplate under 500 kW exempt from following requirement) PGE has received a certificate addressed to PGE from an LPE stating that Seller has obtained all Required Facility Documents and, if requested by PGE in writing, has provided copies of any or all such requested Required Facility Documents;

1.5.6. PGE has received a copy of the executed Generation Interconnection and Transmission Agreements.

1.6. "Contract Price" means the applicable price, including on-peak and off-peak prices, as specified in the Schedule.

1.7. "Contract Year" means each twelve (12) month period commencing upon the Commercial Operation Date or its anniversary during the Term, except the final Contract Year will be the period from the last anniversary of the Commercial Operation Date during the Term until the end of the Term.

1.8. "Effective Date" has the meaning set forth in Section 2.1.

1.9. "Environmental Attributes" shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), and other greenhouse gasses (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

1.10. "Facility" has the meaning set forth in the Recitals.

1.11. "Generation Interconnection Agreement" means an agreement governing the interconnection of the Facility with Bonneville Power Administration electric system.

1.12. "Generation Unit" means each separate electrical generator that contributes toward Nameplate Capacity Rating included in Exhibit A. For solar facilities, a generating unit is a complete solar electrical generation system within the Facility that is able to generate and deliver energy to the Point of Delivery independent of other Generation Units within the same Facility.

1.13. "Letter of Credit" means an engagement by a bank or other person made at the request of a customer that the issuer will honor drafts or other demands for payment upon compliance with the conditions specified in the letter of credit.

1.14. "Licensed Professional Engineer" or "LPE" means a person who is licensed to practice engineering in the state where the Facility is located, 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 and be acceptable to PGE in its reasonable judgment.

1.15. "Lost Energy" means "Lost Energy" means ((the Guarantee of Mechanical Availability as set forth in 3.1.10 / MAP) X Net Output for a Calendar Year) – Net Output for the Calendar Year. Lost Energy shall be zero unless the result of the calculation in this subsection results in a positive number.

1.16. "Lost Energy Value" means Lost Energy X the excess of the annual time-weighted average Mid-C Index Price for On Peak Hours and Off Peak Hours over the time weighted average Contract Price for On Peak and Off Peak Hours for the corresponding time period (provided that such excess shall not exceed the Contract Price and further provided that Lost Energy is deemed to be zero prior to reaching the Commercial Operation Date) plus any reasonable costs incurred by PGE to purchase

replacement power and/or transmission to deliver the replacement power to the Point of Delivery (For Start-Up Lost Energy Value See 1.35).

1.17. "Mechanical Availability Percentage" or "MAP" shall mean that percentage for any Contract Year for the Facility calculated in accordance with the following formula:

$$\text{MAP} = 100 \times (\text{Operational Hours}) / (\text{Base Hours} \times \text{Number of Units})$$

1.18. "Mid-C Index Price" means the Day Ahead Intercontinental Exchange ("ICE") index price for the bilateral OTC market for energy at the Mid-C Physical for Average On Peak Power and Average Off Peak Power found on the following website: <https://www.theice.com/products/OTC/Physical-Energy/Electricity>. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

1.19. "Nameplate Capacity Rating" means the maximum capacity of the Facility as stated by the manufacturer, expressed in kW, which shall not exceed 10,000 kW.

1.20. "Net Dependable Capacity" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations, if any, and reduced by the capacity required for station service or auxiliaries.

1.21. "Net Output" means all energy expressed in kWhs produced by the Facility, less station and other onsite use and less transformation and transmission losses.

1.22. "Number of Units" means the number of Generation Units in the Facility as specified in Exhibit A.

1.23. "Off-Peak Hours" has the meaning provided in the Schedule.

1.24. "On-Peak Hours" has the meaning provided in the Schedule.

1.25. "Operational Hours" for the Facility means the total across all Generation Units of the number of hours each of the Facility's Generation Units are potentially capable of producing power at its Nameplate Capacity Rating regardless of actual weather conditions, season and the time of day or night, without any mechanical operating constraint or restriction, and potentially capable of delivering such power to the Point of Delivery in a Contract Year. During up to, but not more than, two hundred (200) hours of Planned Maintenance during a Contract Year for each Generation Unit and hours during which an event of Force Majeure exists, a Generation Unit shall be considered potentially capable of delivering such power to the Point of Delivery. For example, in the absence of any Planned Maintenance beyond 200 hours on any Generation Unit or Event of Force Majeure, the Operational Hours for a wind farm with five (5) separate two (2) MW turbines would be 43,800 for a Contract Year.

1.26. "Planned Maintenance" means outages scheduled ninety (90) days in advance, with PGE's prior written consent, which shall not be unreasonably withheld.

1.27. "Point of Delivery" means the PGE system.

1.28. "Pre-Commercial Operation Date Minimum Net Output" shall mean, unless such MWh is specifically set forth by Seller in Exhibit A, an amount in MWh equal to seventy-five percent (75%) of Nameplate Capacity Rating X thirty percent (30%) for a wind or other renewable QF or fifty percent (50%) for a solar QF X (whole months since the date selected in Section 2.2.1 / 12) X (8760 hours – 200 hours (assumed Planned Maintenance)) for each month. If Seller has provided specific expected monthly Net Output amounts for the Facility in Exhibit A, "Pre-Commercial Operation Date Minimum Net Output" shall mean seventy-five percent (75%) X expected net output set forth in Exhibit A for each month.

1.29. "Prime Rate" means the publicly announced prime rate or reference rate for commercial loans to large businesses with the highest credit rating in the United States in effect from time to time quoted by Citibank, N.A. If a Citibank, N.A. prime rate is not available, the applicable Prime Rate shall be the announced prime rate 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.

1.30. "Prudent Electrical Practices" means those practices, methods, standards and acts engaged in or approved by a significant portion of the electric power industry in the Western Electricity Coordinating Council that at the relevant time period, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with good business practices, reliability, economy, safety and expedition, and which practices, methods, standards and acts reflect due regard for operation and maintenance standards recommended by applicable equipment suppliers and manufacturers, operational limits, and all applicable laws and regulations. Prudent Electrical Practices are not intended to be limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods and acts generally acceptable or approved by a significant portion of the electric power generation industry in the relevant region, during the relevant period, as described in the immediate preceding sentence.

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

1.32. "RPS Attributes" means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 469A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture

not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

1.33. "Schedule" shall mean PGE Schedule 201 filed with the Oregon Public Utilities Commission ("Commission") in effect on the Effective Date of this Agreement and attached hereto as Exhibit D, the terms of which are hereby incorporated by reference.

1.34. "Senior Lien" means a prior lien which has precedence as to the property under the lien over another lien or encumbrance

1.35. "Start-Up Lost Energy Value" means for the period after the date specified in Section 2.2.2 but prior to achievement of the Commercial Operation Date: zero, unless the Net Output is less than the pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable delay period, and the time-weighted average of the delay period's Mid-C Index Price for On-Peak Hours and Off-Peak Hours is greater than the time-weighted average of the delay period's Contract Price for On-Peak Hours and Off-Peak Hours, in which case Startup Lost Energy Value equals: (pro-rated Pre-Commercial Operation Date Minimum Net Output for the applicable period - Net Output for the applicable period) X (the lower of: the time-weighted average of the Contract Price for On-Peak hours and Off-Peak Hours during the applicable period; or (the time-weighted average of the Mid-C Index Price for On-Peak Hours and Off-Peak Hours during the applicable period – the time-weighted average of the Contract Price for On-Peak Hours and Off-Peak Hours during the applicable period)). The time-weighted average in this section will reflect the relative proportions of On-Peak Hours and Off-Peak Hours in each day.

1.36. "Start-Up Testing" means the completion of applicable required factory and start-up tests as set forth in Exhibit C.

1.37. "Step-in Rights" means the right of one party to assume an intervening position to satisfy all terms of an agreement in the event the other party fails to perform its obligations under the agreement.

1.38. "Term" shall mean the period beginning on the Effective Date and ending on the Termination Date.

1.39. "Test Period" shall mean a period of sixty (60) days or a commercially reasonable period determined by the Seller.

1.40. "Transmission Agreement" means an agreement executed by the Seller and the Transmission Provider(s) for Transmission Services.

1.41. "Transmission Curtailment" means a limitation on Seller's ability to deliver any portion of the scheduled energy to PGE due to the unavailability of transmission to the Point of Delivery (for any reason other than Force Majeure).

1.42. "Transmission Curtailment Replacement Energy Cost" means the greater of zero or the amount calculated as: ((Mid-C Index Price – Contract Price) X curtailed energy) for periods of Transmission Curtailment.

1.43. "Transmission Provider(s)" means the signatory (other than the Seller) to the Transmission Agreement.

1.44. "Transmission Services" means any and all services (including but not limited to ancillary services and control area services) required for the firm transmission and delivery of Energy from the Facility to the Point of Delivery for a term not less than the Term of this Agreement.

References to Recitals, Sections, and Exhibits are to be the recitals, sections and exhibits of this Agreement.

SECTION 2: TERM; COMMERCIAL OPERATION DATE

2.1. This Agreement shall become effective upon execution by both Parties ("Effective Date").

2.2. Time is of the essence of this Agreement, and Seller's ability to meet certain requirements prior to the Commercial Operation Date and to complete all requirements to establish the Commercial Operation Date is critically important. Therefore,

2.2.1. By thirty-five (35) months after the effective date Seller shall begin initial deliveries of Net Output; and

2.2.2. By thirty-six (36) month anniversary of the Effective Date Seller shall have completed all requirements under Section 1.5 and shall have established the Commercial Operation Date.

2.2.3. Unless the Parties agree in writing that a later Commercial Operation Date is reasonable and necessary, the Commercial Operation Date shall be no more than three (3) years from the Effective Date. PGE will not unreasonably withhold agreement to a Commercial Operation Date that is more than three (3) years from the Effective date if the Seller has demonstrated that a later Commercial Operation Date is reasonable and necessary.

2.3. This Agreement shall terminate on the completion of the last day of the sixteenth (16th) Contract Year, or the date the Agreement is terminated in accordance with Section 8 or 11, whichever is earlier ("Termination Date").

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1. Seller and PGE represent, covenant, and warrant as follows:

3.1.1. Seller warrants it is a Limited Liability corporation duly organized under the laws of Delaware.

3.1.2. Seller warrants that 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.

3.1.3. Seller warrants that the Facility is and shall for the Term of this Agreement continue to be a "Qualifying Facility" ("QF") as that term is defined in the version of 18 C.F.R. Part 292 in effect on the Effective Date. Seller has provided the appropriate QF certification, which may include a Federal Energy Regulatory Commission ("FERC") self-certification to PGE prior to PGE's execution of this Agreement. At any time during the Term of this Agreement, PGE may require Seller to provide PGE with evidence satisfactory to PGE in its reasonable discretion that the Facility continues to qualify as a QF under all applicable requirements.

3.1.4. Seller warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and Seller is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.5. Seller warrants that during the Term of this Agreement, all of Seller's right, title and interest in and to the Facility shall be free and clear of all liens and encumbrances other than liens and encumbrances arising from third-party financing of the Facility other than workers', mechanics', suppliers' or similar liens, or tax liens, in each case arising in the ordinary course of business that are either not yet due and payable or that have been released by means of a performance bond acceptable to PGE posted within eight (8) calendar days of the commencement of any proceeding to foreclose the lien.

3.1.6. Seller warrants that it will design and operate the Facility consistent with Prudent Electrical Practices.

3.1.7. Seller warrants that the Facility has a Nameplate Capacity Rating not greater than 10,000 kW.

3.1.8. Seller warrants that Net Dependable Capacity of the Facility is 10,000 kW.

3.1.9. Seller estimates that the average annual Net Output to be delivered by the Facility to PGE is 20,000,000 kilowatt-hours ("kWh"), which amount PGE will include in its resource planning.

3.1.10. Seller represents and warrants that the Facility shall achieve the following Mechanical Availability Percentages ("Guarantee of Mechanical Availability"):

3.1.10.1. Ninety percent (90%) beginning in the first Contract Year and extending through the Term for the Facility, if the Facility was operational and sold electricity to PGE or another buyer prior to the Effective Date of this Agreement; or

3.1.10.2. Ninety percent (90%) beginning in Contract Year three and extending throughout the remainder of the Term.

3.1.10.3. Annually, within 90 days of the end of each Contract Year, Seller shall send to PGE a detailed written report demonstrating and providing evidence of the actual MAP for the previous Contract Year.

3.1.10.4. Seller's failure to meet the Guarantee of Mechanical Availability in a Calendar Year shall result in damages payable to PGE by Seller equal to the Lost Energy Value. PGE shall bill Seller for such damages in accordance with Section 7.

3.1.11. Seller will deliver from the Facility to PGE at the Point of Delivery Net Output not to exceed a maximum of 40,000,000 kWh of Net Output during each Contract Year ("Maximum Net Output"). The cost of delivering energy from the Facility to PGE is the sole responsibility of the Seller.

3.1.12. By the Commercial Operation Date, Seller has entered into a Generation Interconnection Agreement for a term not less than the term of this Agreement.

3.1.13. PGE warrants that it has not within the past two (2) years been the debtor in any bankruptcy proceeding, and PGE is and will continue to be for the Term of this Agreement current on all of its financial obligations.

3.1.14. Seller warrants that the Facility satisfies the eligibility requirements specified in the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule and Seller will not make any changes in its ownership, control or management during the term of this Agreement that would cause it to not be in compliance with the Definition of a Small Cogeneration Facility or Small Power Production Facility Eligible to Receive the Standard Renewable Rates and Standard Renewable PPA in PGE's Schedule. Seller will provide, upon request by PGE not more frequently than every 36 months, such documentation and information as may be reasonably required to establish Seller's continued compliance with such Definition. PGE agrees to take reasonable steps to maintain the confidentiality of any portion of the above described documentation and information that the Seller identifies as confidential except PGE will provide all such confidential information to the Commission upon the Commission's request.

3.1.15. Seller warrants that it will comply with all requirements necessary for all Transferred RECs (as defined in Section 4.5) associated with Net Output to be issued, monitored, accounted for, and transferred by and through the Western Renewable Energy Generation System consistent with the provisions of OAR 330-160-0005 through OAR 330-160-0050. PGE warrants that it will reasonably cooperate in Seller's

efforts to meet such requirements, including, for example serving as the qualified reporting entity for the Facility if the Facility is located in PGE's balancing authority.

SECTION 4: DELIVERY OF POWER, PRICE AND ENVIRONMENTAL ATTRIBUTES

4.1. Commencing on the Effective Date and continuing through the Term of this Agreement, Seller shall sell to PGE the entire Net Output delivered from the Facility at the Point of Delivery.

4.2. PGE shall pay Seller the Contract Price for all delivered Net Output.

4.3. Upon completion of construction of the Facility, Seller shall provide PGE an As-built Supplement to specify the actual Facility as built. Seller shall not increase the Nameplate Capacity Rating above that specified in Exhibit A or increase the ability of the Facility to deliver Net Output in quantities in excess of the Net Dependable Capacity, or the Maximum Net Output as described in Section 3.1.11 above, through any means including, but not limited to, replacement, modification, or addition of existing equipment, except with prior written notice to PGE. In the event Seller increases the Nameplate Capacity Rating of the Facility to no more than 10,000 kW pursuant to this section, PGE shall pay the Contract Price for the additional delivered Net Output. In the event Seller increases the Nameplate Capacity Rating to greater than 10,000 kW, then Seller shall be required to enter into a new power purchase agreement for all delivered Net Output proportionally related to the increase of Nameplate Capacity above 10,000 kW.

4.4. Seller shall provide preschedules for all deliveries of energy hereunder, including identification of receiving and generating control areas, by 9:00:00 PPT on the last business day prior to the scheduled date of delivery. All energy shall be scheduled according to the most current North America Energy Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) scheduling rules and practices. The Parties' respective representatives shall maintain hourly real-time schedule coordination; provided, however, that in the absence of such coordination, the hourly schedule established by the exchange of preschedules shall be considered final. Seller and PGE shall maintain records of hourly energy schedules for accounting and operating purposes. The final E-Tag shall be the controlling evidence of the Parties' schedule. All energy shall be prescheduled according to customary WECC scheduling practices. Seller shall make commercially reasonable efforts to schedule in any hour an amount equal to its expected Net Output for such hour. Seller shall maintain a minimum of two years records of Net Output and shall agree to allow PGE to have access to such records and to imbalance information kept by the Transmission Provider.

4.5. During the Renewable Resource Deficiency Period, Seller shall provide and PGE shall acquire the RPS Attributes for the Contract Years as specified in the Schedule and Seller shall retain ownership of all other Environmental Attributes (if any). During the Renewable Resource Sufficiency Period, and any period within the Term of this Agreement after completion of the first fifteen (15) years after the Commercial Operation Date, Seller shall retain all Environmental Attributes in accordance with the

Schedule. The Contract Price includes full payment for the Net Output and any RPS Attributes transferred to PGE under this Agreement. With respect to Environmental Attributes not transferred to PGE under this Agreement ("Seller-Retained Environmental Attributes") Seller may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to Seller any of the Seller-Retained Environmental Attributes, and PGE shall not report under such program that such Seller-Retained Environmental Attributes belong to it. With respect to RPS Attributes transferred to PGE under this Agreement ("Transferred RECs"), PGE may report under §1605(b) of the Energy Policy Act of 1992 or under any applicable program as belonging to it any of the Transferred RECs, and Seller shall not report under such program that such Transferred RECs belong to it.

SECTION 5: OPERATION AND CONTROL

5.1. Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, and Prudent Electrical Practices. PGE shall have no obligation to purchase Net Output from the Facility to the extent the interconnection of the Facility to PGE's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's noncompliance with the Generation Interconnection Agreement. Seller is solely responsible for the operation and maintenance of the Facility. PGE 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.

5.2. Seller agrees to provide sixty (60) days advance written notice of any scheduled maintenance that would require shut down of the Facility for any period of time.

5.3. If the Facility ceases operation for unscheduled maintenance, Seller immediately shall notify PGE of the necessity of such unscheduled maintenance, the time when such maintenance has occurred or will occur, and the anticipated duration of such maintenance. 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.

SECTION 6: CREDITWORTHINESS

In the event Seller: a) is unable to represent or warrant as required by Section 3 that it has not been a debtor in any bankruptcy proceeding within the past two (2) years; b) becomes such a debtor during the Term; or c) is not or will not be current on all its financial obligations, Seller shall immediately notify PGE and shall promptly (and in no less than 10 days after notifying PGE) provide default security in an amount reasonably acceptable to PGE in one of the following forms: Senior Lien, Step-in Rights, a Cash Escrow or Letter of Credit. The amount of such default security that shall be

acceptable to PGE shall be equal to: (annual On Peak Hours) X (On Peak Price – Off Peak Price) X (Net Dependable Capacity). Notwithstanding the foregoing, in the event Seller is not current on construction related financial obligations, Seller shall notify PGE of such delinquency and PGE may, in its discretion, grant an exception to the requirements to provide default security if the QF has negotiated financial arrangements with the construction loan lender that mitigate Seller's financial risk to PGE.

SECTION 7: BILLINGS, COMPUTATIONS AND PAYMENTS

7.1. On or before the thirtieth (30th) day following the end of each Billing Period, PGE shall send to Seller payment for Seller's deliveries of Net Output to PGE, together with computations supporting such payment. PGE may offset any such payment to reflect amounts owing from Seller to PGE pursuant to this Agreement and any other agreement related to the Facility between the Parties or otherwise. On or before the thirtieth (30th) day following the end of each Contract Year, PGE shall bill for any Lost Energy Value accrued pursuant to this Agreement.

7.2. 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 8: DEFAULT, REMEDIES AND TERMINATION

8.1. In addition to any other event that may constitute a default under this Agreement, the following events shall constitute defaults under this Agreement:

8.1.1. Breach by Seller or PGE of a representation or warranty, except for Section 3.1.4, set forth in this Agreement.

8.1.2. Seller's failure to provide default security, if required by Section 6, prior to delivery of any Net Output to PGE or within 10 days of notice.

8.1.3. Seller's failure to meet the Guarantee of Mechanical Availability established in Section 3.1.10 for two consecutive Contract Years or Seller's failure to provide any written report required by that section.

8.1.4. If Seller is no longer a Qualifying Facility.

8.1.5. Failure of PGE to make any required payment pursuant to Section 7.1.

8.1.6. Seller's failure to meet the Commercial Operation Date.

8.2. In the event of a default under Section 8.1.6, PGE may provide Seller with written notice of default. Seller shall have one year in which to cure the default during which time the Seller shall pay PGE damages equal to the Lost Energy Value. If Seller is unable to cure the default, PGE may immediately terminate this Agreement as provided in Section 8.3. PGE's resource sufficiency/deficiency position shall have no bearing on PGE's right to terminate the Agreement under this Section 8.2.

8.3. In the event of a default hereunder, except as otherwise provided in this Agreement, the non-defaulting party may immediately terminate this Agreement at its sole discretion by delivering written notice to the other Party. In addition, the non-defaulting Party may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement including damages related to the need to procure replacement power. A termination hereunder shall be effective upon the date of delivery of notice, as provided in Section 20. The rights provided in this Section 8 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

8.4. If this Agreement is terminated as provided in this Section 8, PGE shall make all payments, within thirty (30) days, that, pursuant to the terms of this Agreement, are owed to Seller as of the time of receipt of notice of default. PGE shall not be required to pay Seller for any Net Output delivered by Seller after such notice of default.

8.5. In the event PGE terminates this Agreement pursuant to this Section 8, and Seller wishes to again sell Net Output to PGE following such termination, PGE in its sole discretion may require that Seller shall do so subject to the terms of this Agreement, including but not limited to the Contract Price until the Term of this Agreement (as set forth in Section 2.3) would have run in due course had the Agreement remained in effect. At such time Seller and PGE agree to execute a written document ratifying the terms of this Agreement.

8.6. Sections 8.1, 8.4, 8.5, 10, and 19.2 shall survive termination of this Agreement.

SECTION 9: TRANSMISSION CURTAILMENTS

9.1. Seller shall give PGE notice as soon as reasonably practicable of any Transmission Curtailment that is likely to affect Seller's ability to deliver any portion of energy scheduled pursuant to Section 4.4 of this Agreement.

9.2. If as the result of a Transmission Curtailment, Seller does not deliver any portion of energy (including real-time adjustments), scheduled pursuant to Section 4.4 of this Agreement, Seller shall pay PGE the Transmission Curtailment Replacement Energy Cost for the number of MWh of energy reasonably determined by PGE as the difference between (i) the scheduled energy that would have been delivered to PGE under this Agreement during the period of Transmission Curtailment and (ii) the actual energy, if any, that was delivered to PGE for the period.

SECTION 10: INDEMNIFICATION AND LIABILITY

10.1. Seller agrees to defend, indemnify and hold harmless PGE, its directors, officers, agents, and representatives against and from any and all loss, 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 Seller's delivery of electric power to PGE or with the facilities at or prior to the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of PGE, its directors, officers, employees, agents or representatives.

10.2. PGE agrees to defend, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, 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 PGE's receipt of electric power from Seller or with the facilities at or after the Point of Delivery, or otherwise arising out of 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 PGE, Seller or others, excepting to the extent such loss, claim, action or suit may be caused by the negligence of Seller, its directors, officers, employees, agents or representatives.

10.3. 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 PGE as an independent public utility corporation or Seller as an independent individual or entity.

10.4. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

SECTION 11: INSURANCE

11.1. Prior to the connection of the Facility to PGE's electric system, provided such Facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, with an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance policies for bodily injury and property damage liability. Such insurance shall include provisions or endorsements naming PGE, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interest of PGE and that any insurance or self-insurance maintained by PGE is excess and not contributory insurance with the insurance required hereunder; a cross-liability or severability of insurance interest clause; and provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days' prior written notice to PGE. Initial limits of liability for all requirements under this section shall be \$1,000,000 million single limit, which limits may be required to be increased or decreased by PGE as PGE determines in its reasonable judgment economic conditions or claims experience may warrant.

11.2. Prior to the connection of the Facility to PGE's electric system, provided such facility has a design capacity of 200 kW or more, Seller shall secure and continuously carry for the Term hereof, in an insurance company or companies rated not lower than "B+" by the A. M. Best Company, insurance acceptable to PGE against property damage or destruction in an amount not less than the cost of replacement of the Facility. Seller promptly shall notify PGE of any loss or damage to the Facility. Unless the Parties agree otherwise, Seller shall repair or replace the damaged or destroyed Facility, or if the facility is destroyed or substantially destroyed, it may terminate this Agreement. Such termination shall be effective upon receipt by PGE of written notice from Seller. Seller shall waive its insurers' rights of subrogation against PGE regarding Facility property losses.

11.3. Prior to the connection of the Facility to PGE's electric system and at all other times such insurance policies are renewed or changed, Seller shall provide PGE with a copy of each insurance policy required under this Section, certified as a true copy by an authorized representative of the issuing insurance company or, at the discretion of PGE, in lieu thereof, a certificate in a form satisfactory to PGE certifying the issuance of such insurance. If Seller fails to provide PGE with copies of such currently effective insurance policies or certificates of insurance, PGE at its sole discretion and without limitation of other remedies, may upon ten (10) days advance written notice by certified or registered mail to Seller either withhold payments due Seller until PGE has received such documents, or purchase the satisfactory insurance and offset the cost of obtaining such insurance from subsequent power purchase payments under this Agreement.

SECTION 12: FORCE MAJEURE

12.1. 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 PGE which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to acts of God, fire, flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and by the exercise of due diligence, it shall be unable to overcome, subject, in each case, to the requirements of the first sentence of this paragraph. Force Majeure, however, specifically excludes the cost or availability of resources to operate the Facility, changes in market conditions that affect the price of energy or transmission, wind or water droughts, and obligations for the payment of money when due.

12.2. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, that Party shall be excused from whatever performance is affected by the event of Force Majeure to the extent and for the duration of the Force Majeure, after which such Party shall recommence performance of such obligation, provided that:

12.2.1. the non-performing Party, shall, promptly, but in any case within one (1) week after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

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

12.2.3. the non-performing Party uses its best efforts to remedy its inability to perform its obligations under this Agreement.

12.3. 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.

12.4. 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 13: 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 14: CHOICE OF LAW

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

SECTION 15: PARTIAL INVALIDITY AND PURPA REPEAL

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.

In the event the Public Utility Regulatory Policies Act (PURPA) is repealed, this Agreement shall not terminate prior to the Termination Date, unless such termination is mandated by state or federal law.

SECTION 16: 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 17: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

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

SECTION 18: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 19: ENTIRE AGREEMENT

19.1. This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PGE'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.

19.2. By executing this Agreement, Seller releases PGE from any third party claims related to the Facility, known or unknown, which may have arisen prior to the Effective Date.

SECTION 20: NOTICES

20.1. 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:

To Seller: Riley Solar I LLC
3500 South DuPont Highway
Dover, DE 19901
jstephens@newsunenergy.net

with a copy to: Stephane Nguyen
c/o Reed Smith
1901 Avenue of the Stars
Los Angeles, CA 90067-6078
Snguyen@reedsmith.com

with a copy to: Greg Adams
c/o Richardson Adams, PLLC
515 N. 27th Street, 83702
PO Box 7218,
Boise, ID 83702
greg@richardsonadams.com

To PGE: Contracts Manager
QF Contracts, 3WTC0306
PGE - 121 SW Salmon St.
Portland, Oregon 97204

20.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 20.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the Effective Date.

PGE

By: [Signature]
Name: Michael Pope
Title: SVP, Rossmore Street, Operating & Power supply
Date: 6/24/2016

PGE Approved By:	
Business Terms	<u>[Signature]</u>
Credit	<u>[Signature]</u>
Legal	<u>[Signature]</u>
Risk Mgt.	<u>JB</u>

Riley Solar I LLC
(Name Seller)

By: [Signature]
Name: Jacob H Stephens
Title: Manager
Date: 6/27/2016

EXHIBIT A
DESCRIPTION OF SELLER'S FACILITY

Riley Solar I is a photovoltaics-based solar generating facility located in the vicinity of Riley, OR, near the intersection of Hwy 20 and Best Lane (which is at 43.539, -119.698), which upon reaching full commercial operations have nameplate capacity of 10 MW-AC net output at the point of interconnection subject to available solar energy input and its dispatching. Partial firming capabilities may be added as described below. The facility will consist of the following primary equipment:

1. PV Modules - Commercially-available photovoltaic modules for utility-scale DC energy production. Nominal per module DC production rating of 350W +/-50W-DC. Qty <= [14MM/(module rating)].
2. Inverters: Commercially-available string inverter (90kW-AC, nominal) or central station inverter convert DC to AC power, collected by AC wiring to switchboard.
3. Pad-mounted transformers: for each sub-generator shall transform inverter output voltage to plant AC collection voltage (34.5 KV, nominally, subject to final design)
4. Racking systems, commercially-available, will mount the PV Modules and direct them and control their angle to receive light from the sun. Racking systems will be arranged in generally uniform rows on the facility site.
5. Additional interconnection, transformation, switching, storage, metering, communications, tie-line, and meteorological observations facilities as may be required, subject to final interconnection, permitting, and design requirements.
6. Firming capabilities by batteries. Under no circumstance will generation exceed 10 MW-AC at point of interconnection. Battery storage system will be designed and installed 'behind' the inverter system of the facility (and be limited by the inverter capacity, per system AC nameplate limitations."
7. Transmission and interconnection plan: "Power will be delivered to PGE system via BPA transmission system. Interconnection studies have been initiated with BPA in early 2016 such that final study results will be completed by mid-2017, based on the BPA SGIR tariff timelines, allowing sufficient time for construction of required interconnection facilities. Seller has examined prior studies in the interconnection vicinity and assessed reasonable cost outcomes.

**EXHIBIT B
REQUIRED FACILITY DOCUMENTS**

1. Seller's Generation Interconnection Agreement(s) with interconnecting utilit(ies),
as applicable
2. Transmission Agreement between Seller and Transmission Provider
3. Harney County CUP & Building Permits
4. Additional items as may be determined by Seller to be required for facility
permitting, construction, and interconnection.

EXHIBIT C
START-UP TESTING

[Seller identify appropriate tests]

As part of the start-up of Facility, Seller will perform the following tests, in addition to any further tests deemed required in coordination with EPC contractor (the Facility's manufacturer) and primary supply vendors (PV modules, inverters, transformers, batteries) and interconnecting utility. This will include required factory 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 (as applicable). This will include required start-up tests and checks which necessary to determine that all features and equipment, systems, and subsystems have been properly designed, manufactured, installed and adjusted, function properly, and are capable of operating simultaneously in such condition that the Facility is capable of continuous delivery into PGE's electrical system, which may include but are not limited to (as applicable):

1. Validation of mechanical assembly completion for sign-off on EPC vendor warranty of mechanical completion and workmanship, including racking system, wiring (module connections, DC collection, string terminations, inverter connections to collected strings, AC delivery to switchboard and step-up/collection transformers, and AC collection system deliver to interconnection facilities), inverter mounting, and module installation.
2. Electrical performance validation by facility PV string and sub-generator, per insolation input, including:
 - a) DC wiring inputs to inverters
 - b) AC wiring delivery to transformers
3. Inverter Commissioning, per manufacturer specifications, including commissioning report;
4. Facility daily start-up and shut-down automation confirmed;
5. Energization of transformers;
6. Full system performance test;
7. Interconnection facilities: Commissioning of on-site, tie-line, and off-site interconnection facilities (as applicable), including switchyard, substation, breakers, and metering equipment (as applicable), in coordination with applicable interconnecting utility (Central and/or BPA) and performing electrical contractor;
8. Cataloguing of installed equipment on-site, including primary equipment serial numbers and manufacturer information for O&M documentation;
9. Complete pre-parallel checks with PGE;
10. Test energy delivery and metering checks.
11. Excitation and voltage regulation operation tests per insolation inputs.
12. Meteorological station commissioning and report;
13. Facility communications equipment commissioning and report; and
14. Other tests as may be required by equipment manufacturers.

EXHIBIT D

SCHEDULE

[Attach currently in-effect Schedule 201]

**SCHEDULE 201
QUALIFYING FACILITY 10 MW or LESS
AVOIDED COST POWER PURCHASE INFORMATION**

PURPOSE

To provide information about Standard Avoided Costs and Renewable Avoided Costs, Standard Power Purchase Agreements (PPA) and Negotiated PPAs, power purchase prices and price options for power delivered by a Qualifying Facility (QF) to the Company with nameplate capacity of 10,001 kW (10MW) or less.

AVAILABLE

To owners of QFs making sales of electricity to the Company in the State of Oregon (Seller).

APPLICABLE

For power purchased from small power production or cogeneration facilities that are QFs as defined in 18 Code of Federal Regulations (CFR) Section 292, that meet the eligibility requirements described herein and where the energy is delivered to the Company's system and made available for Company purchase pursuant to a Standard PPA.

ESTABLISHING CREDITWORTHINESS

The Seller must establish creditworthiness prior to service under this schedule. For a Standard PPA, a Seller may establish creditworthiness with a written acknowledgment that it is current on all existing debt obligations and that it was not a debtor in a bankruptcy proceeding within the preceding 24 months. If the Seller is not able to establish creditworthiness, the Seller must provide security deemed sufficient by the Company as set forth in the Standard PPA.

POWER PURCHASE INFORMATION

A Seller may call the Power Production Coordinator at (503) 484-8000 to obtain more information about being a Seller or how to apply for service under this schedule.

PPA

In accordance with terms set forth in this schedule and the Commission's Rules as applicable, the Company will purchase any Energy in excess of station service (power necessary to produce generation) and amounts attributable to conversion losses, which are made available from the Seller.

A Seller must execute a PPA with the Company prior to delivery of power to the Company. The agreement will have a term of up to 20 years as selected by the QF.

A QF with a nameplate capacity rating of 10 MW or less as defined herein may elect the option of a Standard PPA.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)**PPA (Continued)**

Any Seller may elect to negotiate a PPA with the Company. Such negotiation will comply with the requirements of the Federal Energy Regulatory Commission (FERC), and the Commission including the guidelines in Order No. 07-360, and Schedule 202. Negotiations for power purchase pricing will be based on either the filed Standard Avoided Costs or Renewable Avoided Costs in effect at that time.

STANDARD PPA (Nameplate capacity of 10 MW or less)

A Seller choosing a Standard PPA will complete all informational and price option selection requirements in the applicable Standard PPA and submit the executed Agreement to the Company prior to service under this schedule. The Standard PPA is available at www.portlandgeneral.com. The available Standard PPAs are:

- Standard In-System Non-Variable Power Purchase Agreement
- Standard Off-System Non-Variable Power Purchase Agreement
- Standard In-System Variable Power Purchase Agreement
- Standard Off-System Variable Power Purchase Agreement
- Standard Renewable In-System Non-Variable Power Purchase Agreement
- Standard Renewable Off-System Non-Variable Power Purchase Agreement
- Standard Renewable In-System Variable Power Purchase Agreement
- Standard Renewable Off-System Variable Power Purchase Agreement

The Standard PPAs applicable to variable resources are available only to QFs utilizing wind, solar or run of river hydro as the primary motive force.

GUIDELINES FOR 10 MW OR LESS FACILITIES ELECTING STANDARD PPA

To execute the Standard PPA the Seller must complete all of the general project information requested in the applicable Standard PPA.

When all information required in the Standard PPA has been received in writing from the Seller, the Company will respond within 15 business days with a draft Standard PPA.

The Seller may request in writing that the Company prepare a final draft Standard PPA. The Company will respond to this request within 15 business days. In connection with such request, the QF must provide the Company with any additional or clarified project information that the Company reasonably determines to be necessary for the preparation of a final draft Standard PPA.

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

Effective for service
on and after September 23, 2015

Attachment 10
Riley Solar I LLC PPA
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SCHEDULE 201 (Continued)

OFF-SYSTEM PPA

A Seller with a facility that interconnects with an electric system other than the Company's electric system may enter into a PPA with the Company after following the applicable Standard or Negotiated PPA guidelines and making the arrangements necessary for transmission of power to the Company's system.

BASIS FOR POWER PURCHASE PRICE

AVOIDED COST SUMMARY

The power purchase prices are based on either the Company's Standard Avoided Costs or Renewable Avoided Costs in effect at the time the agreement is executed. Avoided Costs are defined in 18 CFR 292.101 (6) as "the incremental costs to an electric utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such utility would generate itself or purchase from another source."

Monthly On-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1a, 2a, and 3a and Renewable Avoided Costs as listed in Tables 4a, 5a, and 6a. Monthly Off-Peak prices are included in both the Standard Avoided Costs as listed in Tables 1b, 2b, and 3b and Renewable Avoided Costs as listed in Tables 4b, 5b, and 6b.

ON-PEAK PERIOD

The On-Peak period is 8:00 a.m. until 10:00 p.m., Monday through Saturday.

OFF-PEAK PERIOD

The Off-Peak period is 10:00 p.m. until 6:00 a.m., Monday through Saturday, and all day on Sunday.

Standard Avoided Costs are based on forward market price estimates through the Resource Sufficiency Period, the period of time during which the Company's Standard Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Resource Deficiency Period, the Standard Avoided Costs reflect the fully allocated costs of a natural gas fueled combined cycle combustion turbine (CCCT) including fuel and capital costs. The CCCT Avoided Costs are based on the variable cost of Energy plus capitalized Energy costs at a 93% capacity factor based on a natural gas price forecast, with prices modified for shrinkage and transportation costs.

Renewable Avoided Costs are based on forward market price estimates through the Renewable Resource Sufficiency Period, the period of time during which the Company's Renewable Avoided Costs are associated with incremental purchases of energy and capacity from the market. For the Renewable Resource Deficiency Period, the Renewable Avoided Costs reflect the fully allocated costs of a wind plant including capital costs.

Effective for service
on and after September 23, 2015

UM 1805

SCHEDULE 201 (Continued)

PRICING FOR STANDARD PPA

Pricing represents the purchase price per MWh the Company will pay for electricity delivered to a Point of Delivery (POD) within the Company's service territory pursuant to a Standard PPA up to the nameplate rating of the QF in any hour. Any Energy delivered in excess of the nameplate rating will be purchased at the applicable Off-Peak Prices for the selected pricing option.

The Standard PPA pricing will be based on either the Standard or Renewable Avoided Costs in effect at the time the agreement is executed.

The Company will pay the Seller either the Off-Peak Standard Avoided Cost pursuant to Tables 1b, 2b, or 3b or the Off-Peak Renewable Avoided Costs pursuant to Tables 4b, 5b, or 6b for: (a) all Net Output delivered prior to the Commercial Operation Date; (b) all Net Output deliveries greater than Maximum Net Output in any PPA year; (c) any generation subject to and as adjusted by the provisions of Section 4.3 of the Standard PPA; (d) Net Output delivered in the Off-Peak Period; and (e) deliveries above the nameplate capacity in any hour. The Company will pay the Seller either the On-Peak Standard Avoided Cost pursuant to Tables 1a, 2a, or 3a or the On-Peak Renewable Avoided Costs pursuant to Tables 4a, 5a, or 6a for all other Net Output. (See the PPA for defined terms.)

1) Standard Fixed Price Option

The Standard Fixed Price Option is based on Standard Avoided Costs including forecasted natural gas prices. It is available to all QFs.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Standard Avoided Costs in Tables 1a and 1b, 2a and 2b, or 3a and 3c, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Prices paid to the Seller under the Standard Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both the Base Load QF resources (Tables 1a and 1b) and the avoided proxy resource, the basis used to determine Standard Avoided Costs for the Standard Fixed Price Option, are assumed to have a capacity contribution to peak of 100%. The capacity contribution for Wind QF resources (Tables 2a and 2b) is assumed to be 5%. The capacity contribution for Solar QF resources (Tables 3a and 3b) is assumed to be 5%.

Prices paid to the Seller under the Standard Fixed Price Option for Wind QFs (Tables 2a and 2b) include a reduction for the wind integration costs in Table 7. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 2a and 2b, for a net-zero effect.

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Attachment 10
Riley Solar I LLC PPA
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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price for all years up to five in excess of the initial 15.

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1a Avoided Costs Standard Fixed Price Option for Base Load OF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	28.13	28.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.43	30.01	28.93	25.51	24.81	23.08	31.80	38.28	32.22	30.97	31.67	34.43
2017	34.12	32.56	28.20	28.13	27.35	25.40	34.51	38.28	34.66	33.63	34.92	37.63
2018	36.48	34.90	31.19	29.53	28.71	26.67	37.01	42.11	37.38	35.92	37.06	39.97
2019	38.14	36.43	32.63	30.89	30.03	27.89	38.72	44.06	38.11	37.58	38.80	41.81
2020	40.39	38.51	34.92	32.88	31.77	29.50	40.97	46.62	41.38	39.76	41.06	44.25
2021	42.85	40.81	37.06	35.15	33.99	31.43	43.59	49.74	43.90	42.05	43.07	46.39
2022	45.47	43.31	39.31	37.35	35.83	33.31	46.37	53.11	47.11	45.16	46.18	49.53
2023	48.25	45.96	41.56	39.60	38.11	35.63	49.31	56.81	50.11	48.06	49.08	52.63
2024	51.18	48.78	43.81	41.84	40.24	37.99	52.41	60.61	53.61	51.46	52.48	55.73
2025	54.26	51.75	46.06	44.17	42.63	40.47	55.71	64.61	57.41	55.26	56.28	58.83
2026	57.49	54.86	48.31	46.40	44.81	42.81	59.21	68.61	61.21	58.76	59.78	61.93
2027	60.87	58.12	50.51	48.58	46.96	45.11	62.91	72.61	64.81	61.96	62.79	64.93
2028	64.40	61.52	52.66	50.81	49.16	47.41	66.81	76.61	68.41	65.56	66.58	68.93
2029	68.08	65.06	54.75	52.86	51.16	49.66	70.91	80.61	72.01	69.66	70.68	72.93
2030	71.91	68.75	56.79	54.86	53.11	51.11	75.41	84.61	75.01	72.66	73.68	75.93
2031	75.89	72.58	58.78	56.81	55.01	53.11	80.11	88.61	79.01	76.66	77.68	79.93
2032	80.02	76.56	60.73	58.71	56.81	55.11	84.81	92.61	83.01	80.66	81.68	83.93
2033	84.30	80.68	62.66	60.51	58.51	56.11	89.71	96.61	87.01	84.66	85.68	87.93
2034	88.73	84.96	64.51	62.31	60.21	57.11	94.91	100.61	91.01	88.66	89.68	91.93
2035	93.31	89.38	66.26	63.96	61.81	58.11	100.41	104.61	95.01	92.66	93.68	95.93
2036	98.04	93.96	67.91	65.51	63.31	59.11	106.41	108.61	99.01	96.66	97.68	99.93
2037	102.93	98.71	69.46	67.01	64.51	60.11	112.61	112.61	103.01	100.66	101.68	103.93
2038	107.98	103.56	70.91	68.41	65.81	61.11	119.11	116.61	107.01	104.66	105.68	107.93
2039	113.19	108.61	72.26	69.71	67.11	62.11	125.91	120.61	111.01	108.66	109.68	111.93
2040	118.56	113.78	73.51	70.91	68.41	63.11	132.91	124.61	115.01	112.66	113.68	115.93

Effective for service on and after September 23, 2015

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1b Avoided Costs Standard Fixed Price Option for Base Load QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	26.88	20.38	20.88	15.88	17.88	18.13	23.88	26.13	25.83	23.13	25.38	26.38
2016	27.08	25.39	23.32	18.84	16.65	13.49	23.13	27.74	28.51	27.30	27.87	30.11
2017	33.77	29.56	28.04	21.47	19.23	15.43	26.37	30.49	29.02	29.83	32.67	33.03
2018	32.60	31.29	28.03	22.20	19.89	15.96	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.98	16.82	28.35	35.30	32.42	34.73	35.60	38.38
2020	36.91	35.42	31.72	26.08	22.48	17.99	31.46	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.67	35.54	34.60	34.75	34.80	35.05	35.20	35.35	35.51	37.52	38.85
2022	40.68	40.76	39.42	37.47	37.25	37.32	37.49	37.65	37.82	38.46	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.28	38.30	38.47	38.64	38.82	39.55	42.26	43.71
2024	44.38	43.81	42.10	40.35	39.68	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.62	42.12	42.30	42.49	42.68	43.37	46.49	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.64	53.85	54.59
2027	55.68	55.83	50.81	49.20	48.95	49.18	49.41	49.63	49.87	50.56	53.91	54.97
2028	55.52	55.77	51.12	49.52	49.28	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.77	58.53	53.44	51.52	51.07	51.31	51.55	51.79	52.04	52.76	56.23	58.44
2030	58.81	58.28	53.70	51.85	51.57	51.81	52.05	52.29	52.54	53.28	56.90	60.13
2031	58.28	58.95	55.25	52.96	52.65	52.90	53.14	53.39	53.64	54.40	57.98	61.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	60.28
2033	61.67	61.38	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.53
2034	62.85	62.53	58.60	56.19	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	59.00	62.87	64.10
2036	65.80	65.47	61.38	58.88	58.52	58.80	59.05	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.87	60.31	59.94	60.24	60.51	60.79	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.59	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.38	63.68	63.98	64.83	69.02	70.35
2040	72.51	71.95	67.53	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 1c Avoided Costs Standard Fixed Price Option for Wind QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	27.39	21.38	22.38	18.11	19.11	21.36	23.36	25.66	25.66	23.61	25.11	26.36
2016	27.59	26.17	23.09	21.07	20.87	18.22	23.05	32.42	28.38	27.13	28.13	30.59
2017	30.21	28.65	25.28	24.22	23.44	21.49	33.59	35.35	30.95	29.92	31.01	33.72
2018	32.47	30.81	27.20	25.64	24.72	22.68	33.02	38.12	33.39	31.93	33.10	35.88
2019	34.07	32.33	28.58	26.82	25.85	23.82	34.65	39.99	35.04	33.51	34.73	37.74
2020	36.21	34.38	30.37	28.53	27.62	25.35	36.82	42.47	37.23	35.61	36.91	40.10
2021	37.81	37.56	33.23	32.30	32.45	32.60	32.75	32.90	33.05	33.21	35.22	36.54
2022	38.24	38.42	37.08	35.12	34.90	34.68	35.14	35.30	35.47	36.11	38.85	39.98
2023	40.33	40.39	37.97	36.51	36.31	35.92	36.09	36.26	36.43	37.17	39.88	40.83
2024	41.82	41.37	38.65	37.32	37.11	36.77	36.94	37.12	37.30	38.56	40.82	41.79
2025	43.33	42.90	41.09	39.74	39.44	39.54	39.82	40.02	40.21	40.89	44.00	45.00
2026	48.74	48.99	48.21	46.61	46.37	46.61	46.83	47.07	47.31	48.11	51.42	52.05
2027	53.11	53.35	48.23	46.62	46.37	46.60	46.83	47.05	47.29	47.89	51.33	52.38
2028	52.90	53.14	48.49	46.89	46.63	46.87	47.10	47.32	47.56	48.27	51.78	52.85
2029	54.50	53.85	50.77	48.85	48.40	48.64	48.87	49.11	49.36	50.08	53.56	55.78
2030	55.99	55.59	50.87	48.12	48.33	49.08	49.32	49.55	49.81	50.56	54.07	57.40
2031	56.47	56.17	52.46	50.18	49.87	50.12	50.36	50.60	50.86	51.61	55.20	58.34
2032	57.57	57.26	53.48	51.15	50.84	51.09	51.34	51.59	51.85	52.62	56.27	57.43
2033	58.79	58.47	54.62	52.24	51.92	52.18	52.43	52.68	52.95	53.74	57.46	58.65
2034	59.91	59.59	55.86	53.24	52.91	53.18	53.43	53.69	53.96	54.76	58.58	59.77
2035	61.25	60.82	56.91	54.44	54.11	54.36	54.64	54.90	55.18	56.00	59.87	61.10
2036	62.73	62.40	58.31	55.79	55.46	55.72	55.99	56.26	56.54	57.37	61.32	62.58
2037	64.28	63.92	59.75	57.18	56.83	57.12	57.39	57.66	57.95	58.80	62.83	64.11
2038	65.84	65.49	61.24	58.52	58.26	58.55	58.82	59.11	59.40	60.27	64.37	65.68
2039	67.28	66.91	62.57	59.90	59.54	59.84	60.12	60.40	60.70	61.58	65.77	67.11
2040	69.00	68.84	64.22	61.50	61.13	61.43	61.71	62.01	62.31	63.21	67.49	68.84

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 2b Avoided Costs Standard Fixed Price Option for Wind QF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.96	19.36	21.61	24.61
2016	23.22	22.15	19.48	14.70	12.81	9.59	18.29	23.30	21.67	23.48	24.13	26.27
2017	26.36	25.15	22.13	17.56	15.32	11.52	21.46	26.58	24.11	26.02	26.78	28.12
2018	28.61	27.30	24.04	18.21	15.90	11.97	23.81	29.44	26.72	28.90	29.72	32.33
2019	30.35	29.87	25.52	19.35	16.91	12.75	25.28	31.23	28.35	30.66	31.53	34.29
2020	32.76	31.27	27.57	20.93	18.31	13.84	27.30	33.70	30.60	33.09	34.02	36.99
2021	35.68	35.64	31.31	23.07	20.62	16.87	30.62	33.97	31.19	31.28	33.29	34.62
2022	38.29	36.45	35.11	33.16	32.94	33.01	33.17	33.34	33.61	34.19	36.89	38.02
2023	38.92	38.35	35.96	34.50	33.90	33.91	34.00	34.25	34.43	36.18	37.67	38.66
2024	39.89	39.34	37.63	35.88	35.08	34.74	34.91	35.08	35.28	36.62	38.79	39.76
2025	41.25	40.82	39.01	37.66	37.36	37.56	37.74	37.93	38.13	38.61	41.92	42.92
2026	46.62	46.84	46.09	44.48	44.26	44.59	44.71	44.95	45.18	45.99	49.30	49.94
2027	50.84	51.19	48.07	44.48	44.21	44.44	44.67	44.89	45.13	45.82	49.17	50.23
2028	50.69	50.94	48.29	44.69	44.43	44.67	44.89	45.12	45.36	46.07	49.58	50.65
2029	52.26	51.61	48.52	46.00	46.15	46.39	46.63	46.87	47.12	47.84	51.31	53.62
2030	53.99	53.24	48.89	46.83	46.96	47.19	47.42	47.65	47.88	48.26	51.78	55.11
2031	54.14	53.63	50.18	47.84	47.63	47.78	48.02	48.27	48.52	49.28	52.86	54.00
2032	55.21	54.90	51.12	48.79	48.47	48.73	49.07	49.22	49.48	50.25	53.91	55.07
2033	56.35	56.05	52.19	49.82	49.50	49.76	50.01	50.26	50.53	51.31	55.04	56.22
2034	57.43	57.11	53.18	50.76	50.43	50.70	50.95	51.21	51.46	52.26	56.08	57.28
2035	58.73	58.40	54.39	51.92	51.59	51.86	52.12	52.38	52.65	53.48	57.35	58.59
2036	60.17	59.84	56.75	53.23	52.89	53.17	53.43	53.70	53.96	54.81	58.77	60.02
2037	61.65	61.30	57.13	54.67	54.22	54.50	54.77	55.05	55.33	56.18	60.21	61.49
2038	63.17	62.82	58.57	56.95	56.50	56.78	57.06	57.34	57.62	58.49	61.71	63.01
2039	64.55	64.19	59.86	57.18	56.82	57.12	57.40	57.68	57.96	58.87	63.09	64.39
2040	66.23	65.87	61.45	58.73	58.36	58.68	58.94	59.24	59.54	60.44	64.71	66.07

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 3a Avoided Costs Standard Fixed Price Option for Solar QF On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	31.13	25.13	25.13	21.88	22.88	25.13	33.13	34.73	29.63	27.38	28.58	33.13
2016	31.43	30.01	28.93	25.51	24.61	23.08	31.50	36.26	32.22	30.67	31.97	34.43
2017	34.12	32.96	29.20	26.13	27.35	25.40	34.51	38.26	34.85	33.83	34.92	37.63
2018	36.48	34.80	31.19	29.53	28.71	26.67	37.01	42.11	37.38	36.92	37.08	39.97
2019	38.14	36.40	32.63	30.89	30.03	27.89	38.72	44.06	39.11	37.88	38.80	41.81
2020	40.36	38.51	34.52	32.68	31.77	29.50	40.97	46.62	41.38	39.78	41.05	44.25
2021	42.04	41.79	37.45	36.53	36.68	36.63	38.68	37.13	37.28	37.44	39.45	40.77
2022	42.55	42.73	41.39	38.43	38.21	38.29	39.45	39.61	39.76	40.62	43.15	44.29
2023	44.72	44.75	42.36	40.90	40.30	40.31	40.48	40.65	40.82	41.58	44.27	45.22
2024	46.39	45.84	44.13	42.39	41.58	41.24	41.41	41.59	41.77	43.03	45.29	46.26
2025	47.89	47.46	45.65	44.30	44.00	44.20	44.38	44.58	44.77	45.45	48.56	49.56
2026	53.39	53.61	52.96	51.28	51.02	51.28	51.48	51.72	51.96	52.76	56.07	56.71
2027	57.85	58.09	52.97	51.36	51.11	51.34	51.57	51.80	52.03	52.73	56.07	57.13
2028	57.73	57.97	53.32	51.72	51.46	51.70	51.93	52.15	52.39	53.10	56.61	57.69
2029	59.42	58.77	55.69	53.77	53.32	53.56	53.79	54.03	54.26	55.01	58.47	60.69
2030	60.90	60.95	59.99	54.14	53.85	54.10	54.34	54.58	54.83	55.67	59.00	62.42
2031	61.59	61.29	57.59	55.30	54.99	55.24	55.46	55.72	55.98	56.73	60.32	61.45
2032	62.76	62.47	58.69	56.38	56.05	56.30	56.55	56.80	57.05	57.83	61.48	62.64
2033	64.10	63.78	59.93	57.55	57.23	57.49	57.74	57.99	58.26	59.05	62.77	63.96
2034	65.33	65.01	61.08	58.66	58.33	58.60	58.85	59.11	59.38	60.18	63.96	65.19
2035	66.77	66.44	62.43	59.96	59.63	59.90	60.16	60.42	60.70	61.52	65.39	66.62
2036	68.36	68.03	63.94	61.42	61.08	61.35	61.62	61.89	62.17	63.00	66.95	68.21
2037	70.00	69.66	65.49	62.92	62.57	62.84	63.13	63.40	63.69	64.54	68.67	69.95
2038	71.69	71.34	67.09	64.47	64.11	64.40	64.67	64.95	65.25	66.12	70.22	71.53
2039	73.22	72.87	68.63	65.98	65.50	65.80	66.08	66.38	66.66	67.54	71.73	73.07
2040	75.08	74.72	70.30	67.67	67.21	67.51	67.79	68.09	68.39	69.29	73.57	74.92

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Standard Fixed Price Option (Continued)

TABLE 5b Avoided Costs Standard Fixed Price Option for Solar QF Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	26.89	29.38	20.88	15.88	17.88	19.13	23.88	26.13	25.83	23.13	25.38	28.38
2016	27.96	25.98	23.32	18.54	18.55	13.43	23.13	27.74	25.51	27.30	27.97	30.11
2017	20.27	28.08	28.04	21.47	18.23	15.43	25.37	30.49	28.02	29.83	30.67	33.03
2018	32.50	31.29	28.03	22.20	19.89	18.58	27.80	33.43	30.71	32.89	33.71	36.32
2019	34.42	33.04	29.59	23.42	20.58	18.82	29.35	35.30	32.42	34.73	35.60	38.38
2020	38.91	35.42	31.72	25.08	22.48	17.99	31.45	37.85	34.75	37.24	38.17	41.14
2021	40.11	39.87	35.54	34.60	34.75	34.90	35.05	35.20	35.36	35.51	37.62	38.85
2022	40.69	40.76	39.42	37.47	37.25	37.32	37.48	37.65	37.82	38.48	41.19	42.33
2023	42.71	42.74	40.35	38.89	38.29	38.33	38.47	38.64	38.82	39.55	42.26	43.21
2024	44.38	43.81	42.10	40.35	39.55	39.21	39.38	39.55	39.73	40.99	43.26	44.22
2025	45.81	45.38	43.57	42.22	41.92	42.12	42.30	42.49	42.69	43.37	46.48	47.48
2026	51.27	51.49	50.74	49.14	48.90	49.14	49.38	49.60	49.84	50.64	53.95	54.69
2027	55.88	55.93	55.81	49.20	48.55	49.18	49.41	49.63	49.87	50.66	53.81	54.97
2028	55.52	55.77	51.12	49.52	49.25	49.50	49.72	49.95	50.19	50.90	54.41	55.48
2029	57.17	56.53	53.44	51.42	51.07	51.31	51.55	51.79	52.04	52.78	56.23	58.44
2030	58.61	58.25	53.70	51.85	51.67	51.91	52.05	52.29	52.54	53.28	56.69	60.13
2031	59.28	58.65	55.25	52.96	52.63	52.90	53.14	53.39	53.64	54.40	57.99	61.12
2032	60.42	60.11	56.33	54.00	53.68	53.94	54.18	54.43	54.69	55.46	59.12	62.28
2033	61.67	61.38	57.50	55.13	54.81	55.07	55.32	55.57	55.84	56.62	60.35	61.63
2034	62.85	62.53	58.60	56.18	55.85	56.12	56.37	56.63	56.90	57.70	61.50	62.71
2035	64.25	63.92	59.91	57.44	57.11	57.38	57.64	57.90	58.18	58.90	62.87	64.10
2036	65.90	65.47	61.38	58.88	58.52	58.80	59.06	59.33	59.61	60.44	64.40	65.65
2037	67.39	67.04	62.97	60.31	59.98	60.26	60.51	60.78	61.07	61.92	65.95	67.23
2038	69.02	68.67	64.42	61.80	61.44	61.73	62.01	62.29	62.58	63.45	67.58	68.86
2039	70.51	70.15	65.82	63.14	62.78	63.08	63.36	63.64	63.94	64.83	69.02	70.38
2040	72.31	71.95	67.63	64.81	64.44	64.74	65.02	65.32	65.62	66.52	70.79	72.15

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)

2) Renewable Fixed Price Option

The Renewable Fixed Price Option is based on Renewable Avoided Costs. It is available only to Renewable QFs that generate electricity from a renewable energy source that may be used by the Company to comply with the Oregon Renewable Portfolio Standard as set forth in ORS 469A.005 to 469A.210.

This option is available for a maximum term of 15 years. Prices will be as established at the time the Standard PPA is executed and will be equal to the Renewable Avoided Costs in Tables 4a and 4b, 5a and 5b, or 6a and 6b, depending on the type of QF, effective at execution. QFs using any resource type other than wind and solar are assumed to be Base Load QFs.

Sellers will retain all Environmental Attributes generated by the facility during the Renewable Resource Sufficiency Period. A Renewable QF choosing the Renewable Fixed Price Option must cede all RPS Attributes generated by the facility to the Company during the Renewable Resource Deficiency Period.

Prices paid to the Seller under the Renewable Fixed Price Option include adjustments for the capacity contribution of the QF resource type relative to that of the avoided proxy resource. Both Wind QF resources (Tables 5a and 5b) and the avoided proxy resource, the basis used to determine Renewable Avoided Costs for the Renewable Fixed Price Option, are assumed to have a capacity contribution to peak of 5%. The capacity contribution for Solar QF resources (Tables 6a and 6b) is assumed to be 5%. The capacity contribution for Base Load QF resources (Tables 4a and 4b) is assumed to be 100%.

The Renewable Avoided Costs during the Renewable Resource Deficiency Period reflect an increase for avoided wind integration costs, shown in Table 7.

Prices paid to the Seller under the Renewable Fixed Price Option for Wind QFs (Tables 5a and 5b) include a reduction for the wind integration costs in Table 7, which cancels out wind integration costs included in the Renewable Avoided Costs during the Renewable Resource Deficiency Period. However, if the Wind QF is outside of PGE's Balancing Authority Area as contemplated in the Commission's Order No. 14-058, the Seller is paid the wind integration charges in Table 7, in addition to the prices listed in Tables 5a and 5b.

Sellers with PPAs exceeding 15 years will receive pricing equal to the Mid-C Index Price and will retain all Environmental Attributes generated by the facility for all years up to five in excess of the initial 15.

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SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	25.13	26.13	21.89	22.88	25.13	33.13	34.73	29.63	27.38	28.88	33.13
2016	31.58	30.16	27.08	25.88	24.98	23.21	32.06	36.41	32.37	31.12	32.12	34.68
2017	34.27	32.71	29.35	28.28	27.50	25.95	34.88	39.41	35.01	33.98	35.07	37.78
2018	38.81	34.95	31.34	29.68	28.85	26.82	37.16	42.28	37.53	36.07	37.24	40.12
2019	39.30	38.96	32.79	31.05	30.15	28.05	38.88	44.22	39.27	37.74	38.96	41.97
2020	136.42	136.40	129.50	130.04	133.82	132.78	132.39	132.24	130.72	129.58	130.57	129.37
2021	133.36	133.64	131.88	133.13	136.49	135.59	134.91	135.52	133.73	132.54	134.09	132.51
2022	136.24	136.10	133.85	135.90	139.41	138.20	137.67	137.62	136.32	135.14	136.93	135.12
2023	139.39	138.88	136.64	138.99	141.88	141.01	140.60	140.17	138.18	137.81	139.83	138.83
2024	141.20	141.38	139.07	141.45	144.87	143.47	143.33	143.02	142.81	139.99	141.17	141.32
2025	144.44	144.53	142.24	145.02	148.08	147.69	146.57	146.72	145.76	143.11	144.48	144.07
2026	148.08	147.69	145.97	148.64	153.80	148.69	148.57	148.72	147.76	145.23	148.39	147.27
2027	150.98	150.46	148.51	151.01	158.07	152.84	152.20	153.90	152.54	149.20	150.73	150.17
2028	153.78	152.95	150.18	154.12	160.88	154.93	155.77	159.39	158.45	155.48	156.44	156.31
2029	157.02	156.74	153.60	157.99	169.40	159.30	159.39	169.45	165.48	158.51	159.18	159.23
2030	160.28	159.94	157.24	160.66	173.85	164.43	161.89	161.75	163.38	158.51	159.18	159.23
2031	163.23	162.84	160.72	164.87	177.15	168.11	164.90	168.01	165.28	161.75	162.36	162.54
2032	165.75	165.18	163.21	167.22	179.31	171.73	167.45	168.69	165.84	164.28	165.06	165.88
2033	169.69	168.98	166.98	171.09	184.05	175.70	171.33	172.49	172.74	168.06	169.41	168.88
2034	173.01	172.39	170.38	174.58	187.76	179.24	174.78	175.97	176.22	171.48	172.84	172.29
2035	176.35	175.72	173.83	178.03	191.38	182.70	178.18	179.88	179.88	174.78	176.17	175.62
2036	179.40	178.78	176.85	181.09	194.69	185.85	181.24	182.46	182.74	177.79	179.22	178.65
2037	182.23	181.57	179.65	183.85	197.85	188.88	184.10	185.35	185.63	181.58	183.04	182.49
2038	185.79	185.09	183.10	187.42	200.69	191.48	186.68	187.95	188.23	184.09	185.57	185.06
2039	189.37	188.58	186.44	190.85	203.60	193.22	188.31	189.51	189.81	185.65	187.17	186.57
2040	193.66	192.96	190.69	195.37	210.15	200.62	195.84	196.99	197.26	193.22	194.68	194.85

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	26.88	20.35	20.88	15.88	17.58	18.13	23.88	25.13	25.63	22.13	25.38	28.38
2016	27.21	26.14	23.47	18.99	18.60	13.58	23.29	27.89	28.66	27.45	28.12	30.28
2017	30.42	28.21	28.18	21.82	18.38	15.58	25.52	30.64	28.17	30.08	30.82	33.18
2018	32.75	31.44	28.19	22.36	20.04	18.11	27.95	33.58	30.88	33.04	33.86	36.47
2019	34.58	33.20	29.75	23.88	21.14	16.98	29.61	36.48	32.58	34.89	35.78	38.57
2020	74.05	74.35	78.18	74.70	70.70	70.98	71.32	72.70	73.78	75.21	74.98	75.50
2021	78.81	78.59	77.70	78.08	72.65	72.71	73.48	73.88	75.25	77.98	74.78	78.80
2022	77.70	77.31	79.86	77.27	73.68	74.12	75.90	74.74	78.88	79.10	78.00	78.21
2023	78.70	78.76	81.53	79.38	74.14	75.53	77.17	78.81	78.04	80.71	77.14	79.80
2024	79.35	79.42	83.14	79.18	74.55	77.78	78.40	78.83	78.61	81.03	79.55	80.29
2025	80.58	80.94	84.88	80.33	74.84	78.23	78.02	78.19	79.32	82.81	82.21	81.48
2026	81.35	82.34	85.78	80.88	75.34	79.31	79.11	79.94	79.12	83.91	82.41	82.47
2027	84.14	84.11	88.28	82.99	75.15	80.77	81.18	80.43	80.90	86.39	83.38	83.99
2028	85.29	84.01	88.57	85.07	74.43	82.57	82.78	81.19	82.83	87.06	84.33	84.92
2029	85.87	86.84	90.61	86.72	68.73	82.93	84.21	82.59	84.39	88.00	86.85	88.12
2030	87.21	88.28	92.48	88.69	68.43	83.64	84.98	85.17	84.95	89.86	88.91	89.94
2031	89.10	90.50	93.89	87.32	69.61	83.58	86.78	88.97	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.29	88.78	70.87	84.75	88.21	88.41	86.54	92.84	92.44	91.83
2033	92.57	94.03	97.34	90.72	72.63	86.63	90.18	90.35	88.46	94.69	94.48	93.55
2034	94.38	95.84	99.22	92.47	73.93	88.30	91.90	92.10	90.16	96.52	96.30	95.36
2035	95.15	97.89	101.13	94.28	75.36	90.00	93.68	93.88	91.90	98.38	98.16	97.20
2036	97.77	99.31	102.80	95.81	76.61	91.49	95.22	95.43	93.42	100.00	99.78	98.83
2037	99.92	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.88	100.89
2038	101.86	103.46	107.10	99.82	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.48	109.17	101.74	81.39	97.15	101.12	101.34	99.21	108.20	108.96	108.82
2040	105.84	107.20	110.97	103.42	82.68	98.78	102.79	103.02	100.85	107.95	107.71	106.65

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind OF												
On-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	27.36	21.36	22.36	18.11	19.11	21.36	29.39	30.06	25.06	23.51	25.11	29.39
2016	27.74	25.32	23.34	21.63	21.12	18.37	28.21	32.57	28.53	27.28	29.28	33.74
2017	30.36	28.80	25.44	24.37	23.89	21.84	30.78	35.50	31.10	30.07	31.18	33.87
2018	34.62	30.86	27.35	26.69	24.87	22.83	33.17	38.27	33.54	32.08	33.25	36.13
2019	34.23	32.49	28.72	28.98	26.12	23.88	34.81	40.15	35.20	33.67	34.89	37.50
2020	89.69	89.67	88.77	89.31	93.03	92.03	91.60	91.52	90.00	88.85	89.84	88.64
2021	97.73	92.00	90.73	91.50	94.85	93.96	93.28	93.88	92.10	90.91	92.44	90.88
2022	93.81	93.68	91.42	93.47	96.98	95.77	95.23	95.19	93.89	92.71	94.39	92.68
2023	96.01	95.50	93.17	95.61	98.50	97.94	97.23	96.79	96.80	94.43	96.45	95.15
2024	97.25	97.43	95.12	97.50	100.71	99.51	98.38	99.07	98.85	96.03	97.21	97.37
2025	99.51	99.89	97.31	100.08	104.15	102.78	101.63	101.78	100.82	98.17	99.55	99.13
2026	102.27	101.88	100.15	102.74	108.00	103.89	103.89	104.37	104.03	100.42	102.58	101.47
2027	104.29	103.77	101.82	104.32	111.38	105.95	105.51	107.22	105.85	102.51	104.04	103.48
2028	106.19	104.99	102.57	106.53	113.07	107.34	108.18	108.19	107.16	104.79	106.06	105.14
2029	108.51	108.23	105.09	109.08	120.90	110.80	110.89	110.89	110.94	106.98	107.94	107.61
2030	110.84	110.49	107.50	111.21	124.40	114.99	112.45	112.31	113.99	109.07	109.73	109.79
2031	112.92	112.24	110.32	114.27	128.75	118.70	114.50	115.87	115.86	111.35	112.69	112.14
2032	114.68	114.00	112.13	116.15	128.64	120.66	118.39	117.51	117.77	113.76	114.51	113.89
2033	117.23	116.62	114.62	118.73	131.70	123.34	119.97	120.13	120.39	115.70	117.06	116.52
2034	118.48	118.86	116.83	121.02	134.24	125.71	121.28	122.44	122.70	117.99	119.31	118.78
2035	121.80	121.16	119.09	123.38	136.83	128.14	125.60	124.80	125.07	120.21	121.62	121.06
2036	123.79	123.14	121.04	125.37	139.07	130.24	126.63	126.65	127.12	122.17	123.61	123.04
2037	125.54	125.88	123.72	126.15	142.16	133.13	129.42	129.66	129.94	124.89	126.35	125.77
2038	128.90	128.31	126.11	130.63	144.90	135.70	130.89	132.17	132.46	127.30	128.79	128.20
2039	131.47	130.79	128.56	133.18	147.70	138.32	133.42	134.72	135.01	129.78	131.29	130.68
2040	133.62	132.93	130.66	135.33	150.12	140.99	136.81	138.92	137.22	131.88	133.43	132.81

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 6b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Wind OF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2016	23.11	16.61	17.11	12.11	14.11	15.36	20.11	22.36	21.86	19.36	21.81	24.81
2016	23.37	22.30	19.63	14.85	12.98	9.74	19.44	24.05	21.82	23.61	24.28	26.42
2017	26.51	25.30	22.28	17.71	15.47	11.67	21.61	26.73	24.26	26.17	26.91	28.27
2018	28.76	27.45	24.18	18.36	16.05	12.12	23.96	29.69	26.67	28.05	29.87	32.48
2019	30.51	29.13	25.83	19.51	17.07	12.91	25.44	31.39	28.51	30.82	31.69	34.45
2020	69.90	70.20	72.03	70.55	68.55	66.83	67.17	68.55	69.61	71.06	70.83	71.35
2021	72.39	71.46	73.47	71.85	68.42	68.48	69.25	69.65	71.02	73.43	70.55	72.57
2022	73.39	73.00	75.65	72.66	69.37	69.81	71.59	70.43	72.38	74.79	71.69	73.90
2023	74.31	74.37	77.14	74.99	69.75	71.14	72.78	72.12	73.65	75.32	72.75	75.41
2024	74.89	74.95	78.67	74.89	70.08	73.31	71.83	72.36	74.14	76.56	75.09	78.82
2025	76.40	76.38	80.32	75.77	69.98	73.64	73.46	74.63	74.70	78.25	77.65	78.92
2026	78.70	77.77	80.63	76.24	70.69	74.65	74.46	75.29	74.47	79.26	77.78	77.82
2027	79.40	79.37	81.54	78.25	70.41	76.03	76.42	76.88	78.16	81.65	78.64	79.25
2028	80.48	81.19	84.14	80.24	69.80	77.74	77.93	76.36	78.90	82.23	79.50	81.79
2029	80.95	81.92	85.69	81.80	69.81	78.07	78.29	77.67	79.47	83.09	81.93	83.20
2030	82.19	83.28	87.44	81.87	69.41	78.92	79.89	80.15	79.63	84.64	83.69	84.82
2031	83.88	85.39	89.57	82.20	64.69	78.26	81.65	81.65	83.02	86.02	85.61	84.92
2032	85.36	86.79	90.92	83.56	66.76	79.54	83.00	83.20	81.33	87.43	87.23	86.32
2033	87.26	88.72	92.03	85.41	67.22	81.32	84.65	85.05	83.15	89.38	89.17	88.24
2034	88.94	90.42	93.80	87.05	68.61	82.88	86.48	86.68	84.74	91.10	90.85	89.94
2035	90.66	92.17	95.61	88.79	69.64	84.48	88.16	88.36	86.38	92.66	92.64	91.68
2036	92.14	93.68	97.17	90.18	70.96	85.86	89.59	89.80	87.73	94.37	94.15	93.17
2037	94.19	95.76	99.33	92.19	72.99	87.77	91.59	91.80	89.75	96.47	96.25	95.25
2038	96.01	97.61	101.25	93.97	73.96	89.46	93.35	93.57	91.48	98.41	98.10	97.08
2039	97.88	99.50	103.21	95.78	75.39	91.19	95.16	95.38	93.26	100.24	100.00	98.96
2040	99.46	101.12	104.89	97.34	76.61	92.68	96.71	96.94	94.77	101.87	101.63	100.57

Effective for service on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 8a												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	31.13	26.13	26.13	21.88	22.88	25.13	33.13	34.73	28.63	27.38	26.88	33.13
2016	31.58	30.16	27.08	25.68	24.86	23.21	32.05	36.41	32.37	31.12	32.12	34.58
2017	34.27	32.71	29.35	28.28	27.50	25.65	34.66	38.41	35.01	33.88	35.07	37.78
2018	36.61	34.85	31.34	29.68	28.86	26.62	37.18	42.28	37.63	36.07	37.24	40.12
2019	38.30	36.58	32.78	31.05	30.19	28.05	38.88	44.22	39.27	37.74	38.95	41.97
2020	43.84	43.82	42.92	43.48	47.24	48.18	48.81	45.67	44.15	43.00	43.59	42.78
2021	45.96	46.23	46.46	45.73	46.08	48.19	47.51	48.11	46.33	45.14	46.07	45.11
2022	48.12	47.97	47.73	47.78	49.29	49.08	49.54	49.50	48.20	47.02	48.70	46.99
2023	100.40	88.89	97.56	100.00	102.89	102.03	101.62	101.18	100.18	98.82	100.84	88.54
2024	101.72	101.90	98.69	101.97	105.18	103.98	103.85	103.54	103.32	100.60	101.68	101.84
2025	104.07	104.45	101.87	104.84	108.71	107.32	106.19	106.35	105.38	102.73	104.11	103.69
2026	106.32	106.33	104.91	107.39	112.65	109.54	108.54	108.02	108.88	105.07	107.23	106.12
2027	109.03	108.51	106.58	108.05	116.12	110.88	110.25	111.96	110.59	107.25	108.78	106.22
2028	111.92	109.79	107.40	111.38	117.80	112.17	113.01	113.02	111.95	108.62	110.89	108.97
2029	113.43	113.15	110.01	114.00	125.82	115.72	115.81	115.81	115.86	111.90	112.80	112.73
2030	115.86	115.51	112.82	116.22	129.42	120.01	117.47	117.33	118.96	114.09	114.75	114.81
2031	117.94	117.35	115.44	118.38	131.87	123.82	119.62	120.73	120.98	116.47	117.78	117.26
2032	119.89	119.29	117.34	121.33	134.05	125.87	121.59	122.72	122.98	118.39	119.72	119.20
2033	122.94	121.93	119.93	124.04	137.01	128.65	124.28	125.44	125.70	121.01	122.37	121.83
2034	124.90	124.28	122.26	126.44	139.66	131.13	126.68	127.85	128.12	123.35	124.73	124.18
2035	127.32	126.68	124.61	128.88	142.35	133.66	129.12	130.32	130.59	125.73	127.14	126.58
2036	129.42	128.77	126.67	131.00	144.70	135.87	131.26	132.48	132.75	127.80	129.24	128.67
2037	132.26	131.62	129.46	133.90	147.90	138.87	134.16	135.40	135.68	130.63	132.09	131.51
2038	134.83	134.16	131.96	136.48	150.75	141.95	136.74	138.02	138.30	133.15	134.64	134.05
2039	137.43	136.75	134.51	139.12	153.68	144.28	139.38	140.68	140.97	135.72	137.24	136.64
2040	139.70	139.01	136.78	141.41	156.20	146.67	141.89	143.00	143.30	137.96	139.51	138.89

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

PRICING OPTIONS FOR STANDARD PPA (Continued)
Renewable Fixed Price Option (Continued)

TABLE 8b												
Renewable Avoided Costs												
Renewable Fixed Price Option for Solar QF												
Off-Peak Forecast (\$/MWH)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2015	25.88	20.38	20.88	15.88	17.88	19.13	23.88	26.13	25.63	23.13	25.38	26.38
2016	27.21	26.14	23.47	18.69	18.80	13.88	23.28	27.88	25.66	27.45	28.12	30.26
2017	30.42	29.21	26.19	21.82	19.38	15.58	25.52	30.84	28.17	30.08	30.82	33.18
2018	32.78	31.44	28.18	22.35	20.04	18.11	27.85	33.58	30.88	33.04	33.86	36.47
2019	34.88	33.20	29.75	23.58	21.14	18.98	29.51	35.48	32.58	34.69	35.70	38.52
2020	44.05	44.35	43.18	44.70	47.70	48.98	47.32	47.70	43.75	45.21	44.98	42.78
2021	46.81	46.69	46.70	46.08	47.85	47.71	43.48	43.88	45.25	47.68	47.78	46.80
2022	47.70	47.31	47.96	47.27	43.68	44.12	43.90	44.74	43.69	43.00	43.00	42.21
2023	78.70	78.76	81.53	79.38	74.14	75.53	77.17	76.51	76.04	80.71	77.14	78.80
2024	79.35	79.42	83.14	78.16	74.55	77.78	78.40	78.83	78.61	81.03	79.55	80.28
2025	80.66	80.84	84.98	80.33	74.54	78.20	78.02	78.19	78.32	82.81	82.21	81.48
2026	81.35	82.42	85.28	80.69	75.34	79.31	79.11	79.84	79.12	83.81	83.41	82.47
2027	84.14	84.11	86.28	82.86	75.15	80.77	81.16	80.43	80.90	85.39	83.38	83.98
2028	85.29	85.01	88.97	85.07	74.43	82.57	82.76	81.18	82.83	87.08	84.33	86.82
2029	85.87	85.84	90.61	86.72	68.73	82.93	84.21	82.59	84.39	88.00	86.55	88.12
2030	87.21	88.28	92.46	86.89	65.43	83.64	84.89	85.17	84.95	89.89	88.91	89.94
2031	89.10	90.50	93.69	87.32	69.81	83.36	86.78	86.97	85.14	91.14	90.93	90.04
2032	90.57	92.00	95.23	88.76	70.97	84.75	88.21	88.41	86.54	92.44	91.53	91.53
2033	92.57	94.03	97.34	90.72	72.53	86.63	90.16	90.36	88.46	94.69	94.48	93.55
2034	94.30	95.84	99.22	92.47	73.93	88.30	91.50	92.10	90.18	96.52	96.30	95.36
2035	96.18	97.69	101.13	94.25	75.36	90.00	93.68	93.85	91.90	98.18	98.16	97.20
2036	97.77	99.31	102.80	96.81	76.81	91.49	95.22	95.43	93.42	100.00	99.78	98.83
2037	99.93	101.50	105.07	97.93	78.30	93.51	97.33	97.54	95.49	102.21	101.93	100.99
2038	101.86	103.46	107.10	99.92	79.81	95.31	99.20	99.42	97.33	104.19	103.95	102.93
2039	103.82	105.48	109.17	101.74	81.35	97.15	101.12	101.34	99.21	108.20	105.96	104.92
2040	105.54	107.20	110.97	103.42	82.89	98.76	102.79	103.02	100.85	107.95	107.71	106.65

Effective for service
on and after September 23, 2015

SCHEDULE 201 (Continued)

WIND INTEGRATION

Year	Cost
2015	3.77
2016	3.84
2017	3.91
2018	3.99
2019	4.07
2020	4.15
2021	4.23
2022	4.31
2023	4.39
2024	4.47
2025	4.56
2026	4.65
2027	4.74
2028	4.83
2029	4.92
2030	5.02
2031	5.12
2032	5.21
2033	5.31
2034	5.42
2035	5.52
2036	5.63
2037	5.74
2038	5.85
2039	5.96
2040	6.08

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MONTHLY SERVICE CHARGE

Each separately metered QF not associated with a retail Customer account will be charged \$10.00 per month.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable to Sellers with a Standard PPA:

- 1) QFs with nameplate capacity ratings greater than 200 kW are required to secure and maintain a prudent amount of general liability insurance. The Seller must certify to the Company that it is maintaining general liability insurance coverage for each QF at prudent amounts. A prudent amount will be deemed to mean liability insurance coverage for both bodily injury and property damage liability in the amount of not less than \$1,000,000 each occurrence combined single limit, which limits may be required to be increased or decreased by the Company as the Company determines in its reasonable judgment, that economic conditions or claims experience may warrant.
- 2) Such insurance will include an endorsement naming the Company as an additional insured insofar as liability arising out of operations under this schedule and a provision that such liability policies will not be canceled or their limits reduced without 30 days' written notice to the Company. The Seller will furnish the Company with certificates of insurance together with the endorsements required herein. The Company will have the right to inspect the original policies of such insurance.
- 3) QFs with a design capacity of 200 kW or less are encouraged to pursue liability insurance on their own. The Oregon Public Utility Commission in Order No. 05-584 determined that it is inappropriate to require QFs that have a design capacity of 200 kW or less to obtain general liability insurance.

TRANSMISSION AGREEMENTS

If the QF is located outside the Company's service territory, the Seller is responsible for the transmission of power at its cost to the Company's service territory.

INTERCONNECTION REQUIREMENTS

Except as otherwise provided in a generation Interconnection Agreement between the Company and Seller, if the QF is located within the Company's service territory, switching equipment capable of isolating the QF from the Company's system will be accessible to the Company at all times. At the Company's option, the Company may operate the switching equipment described above if, in the sole opinion of the Company, continued operation of the QF in connection with the utility's system may create or contribute to a system emergency.

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SCHEDULE 201 (Continued)

INTERCONNECTION REQUIREMENTS (Continued)

The QF owner interconnecting with the Company's distribution system must comply with all requirements for interconnection as established pursuant to Commission rule, in the Company's Rules and Regulations (Rule C) or the Company's Interconnection Procedures contained in its FERC Open Access Transmission Tariff (OATT), as applicable. The Seller will bear full responsibility for the installation and safe operation of the interconnection facilities.

DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA

A QF will be eligible to receive pricing under the Standard PPA if the nameplate capacity of the QF, together with any other electric generating facility using the same motive force, owned or controlled by the Same Person(s) or Affiliated Person(s), and located at the Same Site, does not exceed 10 MW. A Community-Based or Family-Owned QF is exempt from these restrictions.

Definition of Community-Based

- a. A community project (or a community sponsored project) must have a recognized and established organization located within the county of the project or within 50 miles of the project that has a genuine role in helping the project be developed and must have some not insignificant continuing role with or interest in the project after it is completed and placed in service.
- b. After excluding the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, the equity (ownership) interests in a community sponsored project must be owned in substantial percentage (80 percent or more) by the following persons (individuals and entities): (i) the sponsoring organization, or its controlled affiliates; (ii) members of the sponsoring organization (if it is a membership organization) or owners of the sponsorship organization (if it is privately owned); (iii) persons who live in the county in which the project is located or who live a county adjoining the county in which the project is located; or (iv) units of local government, charities, or other established nonprofit organizations active either in the county in which the project is located or active in a county adjoining the county in which the project is located.

Definition of Family-Owned

After excluding the ownership interest of the passive investor whose ownership interests are primarily related to green tag values and tax benefits as the primary ownership benefit, five or fewer individuals own 50 percent or more of the equity of the project entity, or fifteen or fewer individuals own 90 percent or more of the project entity. A "look through" rule applies to closely held entities that hold the project entity, so that equity held by LLCs, trusts, estates, corporations, partnerships or other similar entities is considered held by the equity owners of the look through entity. An individual is a natural person. In counting to five or fifteen, spouses or children of an equity owner of the project owner who also have an equity interest are aggregated and counted as a single individual.

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DEFINITION OF A SMALL COGENERATION FACILITY OR SMALL POWER PRODUCTION FACILITY ELIGIBLE TO RECEIVE PRICING UNDER THE STANDARD PPA (Continued)

Definition of Person(s) or Affiliated Person(s)

As used above, the term "Same Person(s)" or "Affiliated Person(s)" means a natural person or persons or any legal entity or entities sharing common ownership, management or acting jointly or in concert with or exercising influence over the policies or actions of another person or entity. However, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) solely because they are developed by a single entity.

Furthermore, two facilities will not be held to be owned or controlled by the Same Person(s) or Affiliated Person(s) if such common person or persons is a "passive investor" whose ownership interest in the QF is primarily related to utilizing production tax credits, green tag values and MACRS depreciation as the primary ownership benefit and the facilities at issue are independent family-owned or community-based projects. A unit of Oregon local government may also be a "passive investor" in a community-based project if the local governmental unit demonstrates that it will not have an equity ownership interest in or exercise any control over the management of the QF and that its only interest is a share of the cash flow from the QF, which share will not exceed 20%. The 20% cash flow share limit may only be exceeded for good cause shown and only with the prior approval of the Commission.

Definition of Same Site

For purposes of the foregoing, generating facilities are considered to be located at the same site as the QF for which qualification for pricing under the Standard PPA is sought if they are located within a five-mile radius of any generating facilities or equipment providing fuel or motive force associated with the QF for which qualification for pricing under the Standard PPA is sought.

Definition of Shared Interconnection and Infrastructure

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

OTHER DEFINITIONS

Mid-C Index Price

As used in this schedule, the daily Mid-C Index Price shall be the Day Ahead Intercontinental Exchange ("ICE") for the bilateral OTC market for energy at the Mid-C Physical for Average

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SCHEDULE 201 (Continued)

OTHER DEFINITIONS (Continued)

On-Peak Power and Average Off-Peak Power found on the following website: https://www.theice.com/products/OTC/Physical_Energy/Electricity. In the event ICE no longer publishes this index, PGE and the Seller agree to select an alternative successor index representative of the Mid-C trading hub.

Definition of RPS Attributes

As used in this schedule, RPS Attributes means all attributes related to the Net Output generated by the Facility that are required in order to provide PGE with "qualifying electricity," as that term is defined in Oregon's Renewable Portfolio Standard Act, Ore. Rev. Stat. 489A.010, in effect at the time of execution of this Agreement. RPS Attributes do not include Environmental Attributes that are greenhouse gas offsets from methane capture not associated with the generation of electricity and not needed to ensure that there are zero net emissions associated with the generation of electricity.

Definition of Environmental Attributes

As used in this schedule, Environmental Attributes shall mean any and all claims, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

Definition of Resource Sufficiency Period

This is the period from the current year through 2020.

Definition of Resource Deficiency Period

This is the period from 2021 through 2034.

Definition of Renewable Resource Sufficiency Period

This is the period from the current year through 2019.

Definition of Renewable Resource Deficiency Period

This is the period from 2020 through 2034.

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DISPUTE RESOLUTION

Upon request, the QF will provide the purchasing utility with documentation verifying the ownership, management and financial structure of the QF in reasonably sufficient detail to allow the utility to make an initial determination of whether or not the QF meets the above-described criteria for entitlement to pricing under the Standard PPA.

The QF may present disputes to the Commission for resolution using the following process:

The QF may file a complaint asking the Commission to adjudicate disputes regarding the formation of the standard contract. The QF may not file such a complaint during any 15-day period in which the utility has the obligation to respond, but must wait until the 15-day period has passed.

The utility may respond to the complaint within ten days of service.

The Commission will limit its review to the issues identified in the complaint and response, and utilize a process similar to the arbitration process adopted to facilitate the execution of interconnection agreements among telecommunications carriers. See OAR 850, Division 016. The administrative law judge will not act as an arbitrator.

SPECIAL CONDITIONS

1. Delivery of energy by Seller will be at a voltage, phase, frequency, and power factor as specified by the Company.
2. If the Seller also receives retail Electricity Service from the Company at the same location, any payments under this schedule will be credited to the Seller's retail Electricity Service bill. At the option of the Customer, any net credit over \$10.00 will be paid by check to the Customer.
3. Unless required by state or federal law, if the 1978 Public Utility Regulatory Policies Act (PURPA) is repealed, PPAs entered into pursuant to this schedule will not terminate prior to the Standard or Negotiated PPA's termination date.

TERM OF AGREEMENT

Not less than one year and not to exceed 20 years.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 8th day of September 2017, a true and correct copy of the within and foregoing JOINT PETITION TO INTERVENE BY NEWSUN SOLAR PROJECTS in Docket No. UM 1805 was served by U.S. Postal Service Priority Mail two-day service to:

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/s/ Gregory M. Adams

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