



ADVICE LETTER SUMMARY



ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.:

Utility type:

ELC GAS WATER
 PLC HEAT

Contact Person:

Phone #:
E-mail:
E-mail Disposition Notice to:

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas WATER = Water
PLC = Pipeline HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #:

Tier Designation:

Subject of AL:

Keywords (choose from CPUC listing):

AL Type: Monthly Quarterly Annual One-Time Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #:

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL:

Summarize differences between the AL and the prior withdrawn or rejected AL:

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required? Yes No

Requested effective date:

No. of tariff sheets:

Estimated system annual revenue effect (%):

Estimated system average rate effect (%):

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected:

Service affected and changes proposed¹:

Pending advice letters that revise the same tariff sheets:

¹Discuss in AL if more space is needed.

Protests and correspondence regarding this AL are to be sent via email and are due no later than 20 days after the date of this submittal, unless otherwise authorized by the Commission, and shall be sent to:

California Public Utilities Commission
Energy Division Tariff Unit Email:
EDTariffUnit@cpuc.ca.gov

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

Contact Name:
Title:
Utility/Entity Name:

Telephone (xxx) xxx-xxxx:
Facsimile (xxx) xxx-xxxx:
Email:

CPUC
Energy Division Tariff Unit
505 Van Ness Avenue
San Francisco, CA 94102

ENERGY Advice Letter Keywords

Affiliate	Direct Access	Preliminary Statement
Agreements	Disconnect Service	Procurement
Agriculture	ECAC / Energy Cost Adjustment	Qualifying Facility
Avoided Cost	EOR / Enhanced Oil Recovery	Rebates
Balancing Account	Energy Charge	Refunds
Baseline	Energy Efficiency	Reliability
Bilingual	Establish Service	Re-MAT/Bio-MAT
Billings	Expand Service Area	Revenue Allocation
Bioenergy	Forms	Rule 21
Brokerage Fees	Franchise Fee / User Tax	Rules
CARE	G.O. 131-D	Section 851
CPUC Reimbursement Fee	GRC / General Rate Case	Self Generation
Capacity	Hazardous Waste	Service Area Map
Cogeneration	Increase Rates	Service Outage
Compliance	Interruptible Service	Solar
Conditions of Service	Interutility Transportation	Standby Service
Connection	LIEE / Low-Income Energy Efficiency	Storage
Conservation	LIRA / Low-Income Ratepayer Assistance	Street Lights
Consolidate Tariffs	Late Payment Charge	Surcharges
Contracts	Line Extensions	Tariffs
Core	Memorandum Account	Taxes
Credit	Metered Energy Efficiency	Text Changes
Curtable Service	Metering	Transformer
Customer Charge	Mobile Home Parks	Transition Cost
Customer Owned Generation	Name Change	Transmission Lines
Decrease Rates	Non-Core	Transportation Electrification
Demand Charge	Non-firm Service Contracts	Transportation Rates
Demand Side Fund	Nuclear	Undergrounding
Demand Side Management	Oil Pipelines	Voltage Discount
Demand Side Response	PBR / Performance Based Ratemaking	Wind Power
Deposits	Portfolio	Withdrawal of Service
Depreciation	Power Lines	

August 16, 2023

VIA EMAIL ONLY

California Public Utilities Commission
Energy Division
Tariff Unit, 4th Floor
505 Van Ness Avenue
San Francisco, CA 94102
Email: edtariffunit@cpuc.ca.gov

**RE: PacifiCorp (U 901-E) Advice Letter No. 718-E
Notification of Purchase of Renewable Energy Credits**

PacifiCorp d/b/a Pacific Power (PacifiCorp or Company) submits this Tier 1 Advice Letter 718-E to report the purchase of unbundled renewable energy credits (RECs) from STX Commodities LLC (STX Commodities), Carbon Solutions Group, LLC (Carbon Solutions), Escalante Solar II, LLC (Escalante Solar II), and Escalante Solar III, LLC (Escalante Solar III). As part of its compliance with the California Renewables Portfolio Standard (RPS) program, PacifiCorp executed the following contracts:

- On April 25, 2023, PacifiCorp executed a contract with STX Commodities to purchase 15,000 RECs;
- On May 24, 2023, PacifiCorp executed four contracts with Carbon Solutions to purchase a total of 45,000 RECs (the four contracts were for 10,000 RECs, 10,000 RECs, 10,000 RECs, and 15,000 RECs);
- On July 31, 2023, PacifiCorp executed a contract with Escalante Solar II to purchase 55,778 RECs; and
- On August 1, 2023, PacifiCorp executed a contract with Escalante Solar III to purchase 99,286 RECs.

The seven contracts (the REC Contracts) are attached hereto as confidential Appendix A. Four of the REC Contracts have been redacted in accordance with California Public Utilities Commission (CPUC or Commission) requirements and the Confidentiality Declaration provided

as Appendix B. PacifiCorp also provides a non-disclosure agreement for parties wishing to view un-redacted versions of the confidential REC Contracts as Appendix E.¹ Purchase of the RECs under the REC Contracts will help enable PacifiCorp to meet its California RPS obligations at a reasonable price. The price of these RECs is competitive in comparison to the prices of other RPS alternatives available to PacifiCorp at the time the contracts were negotiated and executed.

I. Background

On April 25, 2023, PacifiCorp executed a contract with STX Commodities to purchase 15,000 RECs as part of its compliance with the RPS. All of the RECs purchased under the contract with STX Commodities were generated by the Niyol wind generation facility. The Niyol wind generation facility qualifies as an Eligible Renewable Energy Resources (ERER) and is certified by the California Energy Commission (CEC) as RPS-eligible. Furthermore, the RECs generated by the Niyol wind generation facility are tracked in the Western Renewable Energy Generation Information System (WREGIS), and have been delivered in full to PacifiCorp. Accordingly, the Niyol wind generation facility and the RECs generated by the Niyol wind generation facility qualify under the requirements of the California RPS.

On May 24, 2023, PacifiCorp executed four contracts with Carbon Solutions to buy 10,000, 10,000, 10,000, and 15,000 RECs as part of its compliance with the RPS. All of the RECs purchased under the four contracts will be generated by wind and/or solar generation facilities that qualify as ERERs and are certified by the CEC as RPS-eligible. Furthermore, the RECs provided

¹ PacifiCorp provides this non-disclosure agreement in accordance with Rule 10.3 of General Order 96-B. While the procedure for establishing confidentiality outlined in Rule 10.3 describes submission of a proposed protective order, given the limited window of confidentiality and the absence of an existing protective order, PacifiCorp believes it will be procedurally and administratively more efficient to use the non-disclosure agreement provided in Appendix E.

under the four contracts will be tracked in WREGIS and delivered to PacifiCorp's WREGIS account.

On July 31, 2023, PacifiCorp executed a contract with Escalante Solar II to buy 55,778 RECs as part of its compliance with the RPS. All of the RECs purchased under the contract with Escalante Solar II will be generated by the Escalante Solar II generation facility. The Escalante Solar II generation facility qualifies as an ERER and is certified by the CEC as RPS-eligible. Furthermore, the RECs generated by the Escalante Solar II generation facility will be tracked in WREGIS and delivered to PacifiCorp's WREGIS account. Accordingly, the Escalante Solar II project and the RECs generated by Escalante Solar II qualify under the requirements of the California RPS.

On August 1, 2023, PacifiCorp executed a contract with Escalante Solar III to buy 99,286 RECs as part of its compliance with the RPS. All of the RECs purchased under the contract with Escalante Solar III will be generated by the Escalante Solar III generation facility. The Escalante Solar III generation facility qualifies as an ERER and is certified by the CEC as RPS-eligible. Furthermore, the RECs generated by the Escalante Solar III generation facility will be tracked in WREGIS and delivered to PacifiCorp's WREGIS account. Accordingly, the Escalante Solar III project and the RECs generated by Escalante Solar III qualify under the requirements of the California RPS.

II. RECs Procured Under the REC Contracts are Consistent with PacifiCorp's IRP and IRP Supplement and Will Help Ensure PacifiCorp Meets its RPS Procurement Requirements

SB 2 1X² allows a multi-jurisdictional utility (MJU), such as PacifiCorp, to use an Integrated Resource Plan (IRP) prepared for regulatory agencies in other states to satisfy the RPS

² SB 2 1X (Simitian, Stats. 2011, ch.1).

procurement plan requirement, so long as the IRP complies with the requirements specified in Public Utilities Code (PUC) §399.17(d). In the *Decision on Participation of Small and Multi-jurisdictional Utilities in the Renewables Portfolio Standard Program*, issued May 30, 2008 (SMJU Order),³ the Commission authorized PacifiCorp to use its IRP, as supplemented with annual filings, to fulfill the requirement to prepare a renewable energy procurement plan.⁴ The SMJU Order directed MJUs to file a supplement in years in which the IRP is filed in other jurisdictions (on-year supplement) as well as years in which an IRP is not filed (off-year supplement).⁵ PacifiCorp filed its 2023 IRP with the Commission on March 31, 2023, when the IRP was filed in other jurisdictions.⁶ PacifiCorp's most recent IRP supplement, its 2023 On-Year Supplement to its 2023 IRP (2023 On-Year Supplement), was filed on May 12, 2023.

PacifiCorp's IRP provides a thorough multi-year assessment of future resource options and forecasted demand to determine the optimal mix of renewable energy resources, considering RPS compliance requirements. This assessment and optimization process is further described in the Company's 2023 On-Year Supplement. In adherence with its 2023 IRP and 2023 On-Year Supplement, PacifiCorp intends to procure sufficient RECs to meet the California RPS program requirements with 1) existing eligible renewable energy procured within PacifiCorp's system and 2) unbundled RECs procured bilaterally or through the issuance of a competitive request for proposal (RFP).

³ D.08-05-029.

⁴ See D.08-05-029, p. 17; see also D.08-05-029, Ordering Paragraph 10 and D.11-04-030, Ordering Paragraph 4.

⁵ See D.08-05-029, p. 20.

⁶ The 2023 IRP was filed in docket R.18-07-003 on March 31, 2023 and is available on PacifiCorp's website at: www.pacificorp.com/energy/integrated-resource-plan.html.

PacifiCorp's 2023 On-Year Supplement noted that the Company was not restricted by the portfolio content category limitations⁷ and described PacifiCorp's general plans to procure additional unbundled RECs.⁸ The 2023 On-Year Supplement Renewable Net Short Calculations identified PacifiCorp's need to procure unbundled RECs for Compliance Period 4 and beyond. While PacifiCorp had not yet executed the REC Contracts, PacifiCorp's 2022 Off-Year Supplement to its 2021 IRP (2022 Off-Year Supplement) as well as its 2021 IRP similarly described PacifiCorp's plans to procure unbundled RECs to satisfy California's RPS requirements. The Commission conditionally approved PacifiCorp's 2022 Off-Year Supplement in D.22-12-030.

The REC Contracts will help PacifiCorp meet its RPS procurement obligations. Additionally, the contracts are also consistent with the Company's procurement and portfolio needs. The quantity of RECs from the REC Contracts is consistent with PacifiCorp's most current forecast of procurement needed to comply with California RPS requirements. Under the REC Contracts, the unbundled RECs procured will have no effect on PacifiCorp's power procurement or resource portfolio needs, as the RECs being procured are unbundled from energy. Given there is no energy delivery, there are no deliverability characteristics that need to be optimized. Instead, to best optimize its portfolio and procurement needs, PacifiCorp sought RECs from projects already certified by the CEC that qualify under the requirements of the California RPS. The Company also sought projects already registered and tracked in WREGIS, and generated in the Western Electricity Coordinating Council's (WECC) territory, consistent with CEC eligibility requirements. The REC Contracts satisfy all of these preferred project characteristics.

⁷ See 2023 On-Year Supplement, p. 14.

⁸ See 2023 On-Year Supplement, pp. 5, 15, 22, 27, Attachment B, pp. B-5 – B-6.

Procurement under the REC Contracts is consistent with PacifiCorp's RPS portfolio strategy objectives of minimizing cost and maximizing the value to customers while meeting the Company's RPS procurement goals. PacifiCorp's procurement goals are based, in part, on the assessment of its renewable position and procurement need as identified in its IRP and the Renewable Net Short calculation provided in its 2023 On-Year Supplement. This includes the evaluation of PacifiCorp's retail sales forecast, performance and variability of its existing online generation, progress of RPS-eligible facilities in development, and the use of the excess procurement bank. A detailed discussion on PacifiCorp's RPS portfolio optimization strategy is available in the 2023 On-Year Supplement. Ultimately, PacifiCorp concluded that the REC Contracts align with PacifiCorp's goals (as outlined in its IRP and 2023 On-Year Supplement) and will help meet its RPS procurement obligations.

III. The REC Contracts Were Executed as the Result of PacifiCorp's RFP and are Reasonable

On February 1, 2023, PacifiCorp issued a Request for Proposals for Renewable Energy Credits (2023 RFP for RECs). The 2023 RFP for RECs is attached hereto as Appendix C. PacifiCorp received six offers for 2022 RECs with prices between \$6.55 and \$7.75, nine offers for 2023 RECs with prices between \$6.75 and \$14.50, eight offers for 2024 RECs with prices between \$6.90 and \$17.50, three offers for 2025 RECs with prices between \$7.50 and \$8.00, two offers for 2026 RECs with prices between \$8.00 and \$8.50, two offers for 2027 RECs with prices between \$9.00 and \$9.50, two offers for 2023-2025 RECs for \$6.70, two offers for 2023-2030 RECs for \$6.25, two offers for 2024-2026 RECs for \$6.50, two offers for 2024-2030 RECs for \$6.20, two offers for 2025-2027 RECs for \$6.40, and two offers for 2025-2030 RECs for \$6.15. The prices offered in response to the 2023 RFP for RECs are in the range of the prices paid under the REC Contracts.

Prices for RECs have increased over the past few years. For example, in late 2019, PacifiCorp paid \$1.85 for RPS RECs. By late 2020, PacifiCorp sold RPS RECs for \$3.25. The prices continued to rise leading to the purchase price of \$5.90 for the RPS RECs in early 2022. More recently, PacifiCorp has purchased RECs for \$7.00 and \$7.50. The reasoning behind the increase in RPS REC prices was due to demand for RPS RECs exceeding the available supply – this same increase in prices was seen in the voluntary market. If approved, the rate impact of the REC Contracts is expected to result in the following: (1) an overall 0.3% net rate increase and an average 0.055 cents per kWh increase for 2023, and (2) an overall 0.9% net rate increase and an average 0.143 cents per kWh increase for 2025.

Accordingly, given the opportunity to secure additional RECs under the REC Contracts to help meet its RPS procurement obligations, PacifiCorp promptly moved forward with the REC Contracts to take advantage of the favorable terms of the unbundled REC deals.

IV. SAFETY CONSIDERATIONS

PacifiCorp assessed the terms and conditions of the REC Contracts and concluded that they are consistent with the provisions of Public Utilities Code Section 451 related to “the safety, health, comfort, and convenience of its patrons, employees, and the public.” Additionally, as the contracts involve only the purchase of unbundled RECs and no associated electricity, there will be no energy delivery that could impact PacifiCorp’s customers or negatively impact any safety considerations.

PROTESTS

To protest this filing, send a letter by U.S. mail, by facsimile, or electronically. Protests must be received by September 5, 2023, which is 20 days after the date of this filing. Protests should be sent to:

California Public Utilities Commission
Energy Division
Tariff Unit, 4th Floor
Email: edtariffunit@cpuc.ca.gov

The protest should also be sent by U.S. mail and electronic mail, if possible, to PacifiCorp at the address show below on the same date it is mailed or delivered to the Commission.

Pooja Kishore
Regulatory Affairs Manager
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232
Telephone: (503) 813-7314
Facsimile: (503) 813-6060
E-mail: californiadockets@pacificorp.com

There are no restrictions on who may file a protest, but the protest must set forth specifically the grounds upon which it is based and must be submitted expeditiously.

In addition, PacifiCorp respectfully requests that all data requests regarding this matter be addressed to:

By email (**preferred**): datarequest@pacificorp.com

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

EFFECTIVE DATE

As this advice letter is submitted as a Tier 1 filing, PacifiCorp requests that this advice letter become effective August 16, 2023.

NOTICE

In accordance with General Order 96-B, Section 4, a copy of this Advice Letter will be served electronically or by U.S. mail to parties shown on the GO 96-B service list, a copy of

which is attached as Appendix D. A request for change of address in the GO 96-B service list should be directed by electronic mail to californiadockets@pacificorp.com. Advice letter filings may also be accessed electronically at: www.pacificpower.net/regulation.

Please direct any informal questions to Pooja Kishore, Regulatory Affairs Manager, at (503) 813-7314.

Sincerely,

/s/ Matthew McVee

Matthew McVee
Vice President, Regulatory Policy and Operations

cc: PacifiCorp General Order 96-B Service List

APPENDIX A

REC Contracts

(Confidential)

Exhibit A

To: Salvatore Tralongo
Carbon Solutions

From: Mike Wilding
PacifiCorp

REC Order

The following describes the terms of a transaction between PacifiCorp ("Buyer") and Carbon Solutions Group, LLC. ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of April 28, 2023 ("Master Agreement").

Order Date	March 31, 2023
Seller	Carbon Solutions Group, LLC.
Buyer	PacifiCorp
Vintage Period(s)	CY 2022
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from wind and/or solar generation facilities that are located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the California Energy Commission. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	10,000
Purchase Price	\$6.55 per REC
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than May 31, 2023.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].</p>

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the

	<p>California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>“WECC” means the Western Electricity Coordinating Council or its successor organizations.</p> <p>“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

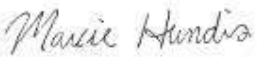

PacifiCorp	Carbon Solutions
By:  Digitally signed by Marcie Hundis Date: 2023.05.24 10:53:54 -07'00'	By: 
Name: Marcie Hundis	Name: Rory Gopaul
Title: Environmental Commodity Trader	Title: Director
Date: May 24, 2023	Date: 5/22/2023

Exhibit A

To: Salvatore Tralongo
Carbon Solutions

From: Mike Wilding
PacifiCorp

REC Order

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Order Date	March 31, 2023
Seller	Carbon Solutions Group, LLC.
Buyer	PacifiCorp
Vintage Period(s)	CY 2023
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from wind and/or solar generation facilities that are located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the California Energy Commission. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	10,000
Purchase Price	
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than December 31, 2023.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].</p>

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

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“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the

	<p>California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>“WECC” means the Western Electricity Coordinating Council or its successor organizations.</p> <p>“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

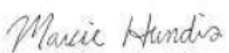

PacifiCorp	Carbon Solutions
By:  Digitally signed by Marcie Hundis Date: 2023.05.24 15:46:09 -07'00'	By: 
Name: Marcie Hundis	Name: Rory Gopaul
Title: Environmental Commodity Trader	Title: Director
Date: May 24, 2023	Date: 5/22/2023

Exhibit A

To: Salvatore Tralongo
Carbon Solutions

From: Mike Wilding
PacifiCorp

REC Order

The following describes the terms of a transaction between PacifiCorp ("Buyer") and Carbon Solutions Group, LLC. ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of April 28, 2023 ("Master Agreement").

Order Date	March 31, 2023
Seller	Carbon Solutions Group, LLC.
Buyer	PacifiCorp
Vintage Period(s)	CY 2023
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from wind and/or solar generation facilities that are located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the California Energy Commission. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	15,000
Purchase Price	
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than December 31, 2023.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].</p>

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the

	<p>California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>“WECC” means the Western Electricity Coordinating Council or its successor organizations.</p> <p>“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

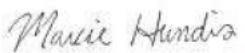

PacifiCorp	Carbon Solutions
By:  Digitally signed by Marcie Hundis Date: 2023.05.24 15:08:27 -07'00'	By: 
Name: Marcie Hundis	Name: Rory Gopaul
Title: Environmental Commodity Trader	Title: Director
Date: May 24, 2023	Date: 5/22/2023

Exhibit A

To: Salvatore Tralongo
Carbon Solutions

From: Mike Wilding
PacifiCorp

REC Order

The following describes the terms of a transaction between PacifiCorp ("Buyer") and Carbon Solutions Group, LLC. ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of April 28, 2023 ("Master Agreement").

Order Date	March 31, 2023
Seller	Carbon Solutions Group, LLC.
Buyer	PacifiCorp
Vintage Period(s)	CY 2022
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from wind and/or solar generation facilities that are located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the California Energy Commission. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	10,000
Purchase Price	\$6.80 per REC
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than May 31, 2023.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].</p>

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the

	<p>California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>“WECC” means the Western Electricity Coordinating Council or its successor organizations.</p> <p>“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

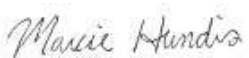

PacifiCorp	Carbon Solutions
By:  Digitally signed by Marcie Hundis Date: 2023.05.24 11:46:34 -07'00'	By: 
Name: Marcie Hundis	Name: Rory Gopaul
Title: Environmental Commodity Trader	Title: Director
Date: May 24, 2023	Date: 5/22/2023

Exhibit A

To: Chris Wayland
Escalante Solar II

From: Mike Wilding
PacifiCorp

REC Order

This REC Order (the "REC Order") following describes the terms of a transaction between PacifiCorp ("Buyer") and Escalante Solar I LLC. ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of July 31, 2023 ("Master Agreement"). In the event of a conflict between the terms of this REC Order and the terms of the Master Agreement, the terms of this REC Order shall control. The Master Agreement and this REC Order is the "Agreement."

Order Date	March 31, 2023
Seller	Escalante Solar II, LLC
Buyer	PacifiCorp
Vintage Period(s)	2024
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from solar generation facilities that are located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the CEC. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	Approximately 55,778 Unit Contingent RECs, representing 100% of Facility output which remains after other existing obligations have been met during the Vintage Period
Purchase Price	██████████
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than April 15, 2025.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #W4940: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation</p>

arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

(5) Adequate Assurances: Neither party may request Adequate Assurances of Performance for this transaction.

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.

“WECC” means the Western Electricity Coordinating Council or its successor organizations.

“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.

“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are

	designated as eligible for complying with the California Renewables Portfolio Standard. “WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

PacifiCorp	Escalante Solar II, LLC
By: <i>Marcie Hundis</i> Digitally signed by Marcie Hundis Date: 2023.07.31 13:50:14 -07'00'	By: <i>D. Summa</i>
Name: Marcie Hundis	Name: Daniel Summa
Title: Environmental Commodity Trader	Title: Vice President
Date: July 31, 2023	Date: July 27 th , 2023

Exhibit A

To: Chris Wayland
Escalante Solar III, LLC

From: Mike Wilding
PacifiCorp

REC Order

This REC Order (the "REC Order") following describes the terms of a transaction between PacifiCorp ("Buyer") and Escalante Solar III, LLC. ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of July 31, 2023 ("Master Agreement"). In the event of a conflict between the terms of this REC Order and the terms of the Master Agreement, the terms of this REC Order shall control. The Master Agreement and this REC Order is the "Agreement."

Order Date	March 31, 2023
Seller	Escalante Solar III, LLC
Buyer	PacifiCorp
Vintage Period(s)	2024
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from Escalante Solar III, LLC generation facility that is located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the CEC. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	99,286 Total RECs (35,000 Firm, 64,286 Unit Contingent). The approximately 64,286 Unit Contingent RECs, representing 100% of Facility output which remains after other existing obligations have been met during the Vintage Period
Purchase Price	██████████
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than April 15, 2025.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: W4941 PacifiCorp #77).
Terms:	(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009] (2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with

this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].

(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

(5) Adequate Assurances: Neither party may request Adequate Assurances of Performance for this transaction.

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

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“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

	<p>(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and</p> <p>(b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>"Governmental Authority" means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>"STC" stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>"WECC" means the Western Electricity Coordinating Council or its successor organizations.</p> <p>"WREGIS" means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>"WREGIS Certificates" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>"WREGIS Operating Rules" means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

PacifiCorp	Escalante Solar III, LLC
By: <i>Marcie Hundis</i> Digitally signed by Marcie Hundis Date: 2023.08.01 08:46:41 -07'00'	By: <i>Del Sumner</i>

Name: Marcie Hundis	Name: Daniel Summa
Title: Environmental Commodity Trader	Title: Vice President
Date: August 1, 2023	Date: July 31 st , 2023

Exhibit A

To: Charlie Serpa
STX Commodities

From: Mike Wilding
PacifiCorp

REC Order

The following describes the terms of a transaction between PacifiCorp ("Buyer") and STX Commodities LLC ("Seller") for the sale, purchase and delivery of RECs pursuant to the terms of and authorized by the Master REC Purchase and Sale Agreement between Buyer and Seller dated as of January 27, 2020 ("Master Agreement").

Order Date	March 31, 2023
Seller	STX Commodities LLC
Buyer	PacifiCorp
Vintage Period(s)	CY 2022
Type of Product	Portfolio Content Category ("PCC") 3 (Bucket 3) Renewable Energy Credits from the Niyol wind generation facility, CEC ID# 65039, that is located in WECC and certified as an "eligible renewable resource" for the California Renewables Portfolio Standard by the California Energy Commission. California Pub. Util. Code Sec 399.11 et seq. ("CEC Certified").
Number of RECs	15,000
Purchase Price	\$6.85 per REC
Title and Delivery Terms	Pursuant to Article 2.A.(a) of the Master Agreement with delivery no later than April 30, 2023.
Billing and Terms	Per Master Agreement
Other	Product will be transferred to Buyer via WREGIS (account #: PacifiCorp #77).
Terms:	<p>(1) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6: Eligibility, Non-Modifiable. D.08-04-009]</p> <p>(2) Applicable Law. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17: Applicable Law, Non-Modifiable. D.08-04-009].</p> <p>(3) Transfer of Renewable Energy Credits: Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term</p>

of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1: Transfer of Renewable Energy Credits, Non-Modifiable. D.11-01-025]

(4) Tracking of RECs in WREGIS: Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2: Tracking of RECs in WREGIS, Non-Modifiable. D.11-01-025]

DEFINITIONS/INTERPRETATIONS: For purposes of this REC Order, the following definitions and rules of interpretations shall apply:

“Applicable Law” means all legally binding constitutions, treaties, statutes, laws, ordinances, rules, regulations, orders, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority or arbitrator that apply to the Applicable Program or any one or both of the Parties or the terms hereof.

“Applicable Program” shall mean the California Renewables Portfolio Standard as defined herein.

“California Renewables Portfolio Standard” or “California RPS” means the renewable energy program and policies, codified in California Public Utilities Code Sections 399.11 through 399.32 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“CEC” means the California Energy Commission or its regulatory successor.

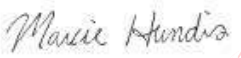

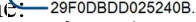
“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

- (a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
- (b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028,

	<p>and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.</p> <p>CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. [STC REC-3: CPUC Approval, Non-Modifiable. D.11-01-025]</p> <p>“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.</p> <p>“STC” stands for Standard Terms and Conditions of the CPUC relating to purchase and sales of the Product.</p> <p>“WECC” means the Western Electricity Coordinating Council or its successor organizations.</p> <p>“WREGIS” means the Western Renewable Energy Generation Information System or its successor systems.</p> <p>“WREGIS Certificates” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.</p> <p>“WREGIS Operating Rules” means those operating rules and requirements adopted by WREGIS as of July 15, 2013, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.</p>
Performance Assurance	N/A

IN WITNESS WHEREOF, the Parties have signed this REC Order effective as of the Order Date.

PacifiCorp	STX Commodities
By:  Digitally signed by Marcie Hundis Date: 2023.04.25 14:58:57 -07'00'	By:  DocuSigned by: Tim Pabst
Name: Marcie Hundis	Name:  29F0DBDD025240B... Tim Pabst
Title: Environmental Commodity Trader	Title: Managing Director
Date: April 25, 2023	Date: 20 April 2023 08:42 PDT

Certificate Of Completion

Envelope Id: 94D446B8C09443AC8DC293B2CDE62947	Status: Completed
Subject: Complete with DocuSign: PAC_PurchasefromSTX_15KNiyol_04052023.docx	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Back Office NYC
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	backoffice.nyc@stxgroup.com
	IP Address: 131.239.95.18


Record Tracking

Status: Original	Holder: Back Office NYC	Location: DocuSign
4/20/2023 5:03:45 PM	backoffice.nyc@stxgroup.com	

Signer Events

Tim Pabst
 tim.pabst@stxgroup.com
 Managing Director
 STX Commodities LLC
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 29F0DBDD025240B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 131.239.95.18

Timestamp

Sent: 4/20/2023 5:04:31 PM
 Viewed: 4/20/2023 5:42:21 PM
 Signed: 4/20/2023 5:42:26 PM

Electronic Record and Signature Disclosure:

Accepted: 4/20/2023 5:42:21 PM
 ID: 4990fa8f-2557-4631-bdae-de3b729ca561

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/20/2023 5:04:32 PM
Certified Delivered	Security Checked	4/20/2023 5:42:21 PM
Signing Complete	Security Checked	4/20/2023 5:42:26 PM
Completed	Security Checked	4/20/2023 5:42:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

APPENDIX B

Confidentiality Declaration

**DECLARATION OF JEDEDIAH J. GIBSON
IN SUPPORT OF CLAIMS OF CONFIDENTIALITY
OF PACIFICORP**

I, Jedediah J. Gibson, declare as follows:

1. I am an attorney representing PacifiCorp in this matter.
2. I have reviewed, or caused to be reviewed, PacifiCorp’s August 16, 2023 Advice Letter No. 718-E.
3. The statements in this declaration are based on my knowledge, information, or belief.
4. An officer of PacifiCorp is not located within the County of Sacramento and was not available to execute this declaration at the time the materials were prepared.
5. I have been authorized to make this declaration on behalf of PacifiCorp.
6. Those portions of PacifiCorp’s Advice Letter No. 718-E identified in Table 1 below are eligible for confidentiality protection pursuant to Public Utilities Code Section 454.5(g), Decision (“D.”) 06-06-066, D.08-04-023, D.21-11-029, and the Matrix of Allowed Confidential Treatment for Investor Owned Utility Data (“IOU Matrix”) attached as Appendix 1 to the latter decision.
7. The data for which PacifiCorp requests confidentiality and thereby protection from public disclosure are of the types and correspond to the category (or categories) in the IOU Matrix specified below:

TABLE 1: IDENTIFICATION OF CONFIDENTIAL INFORMATION		
<i>Advice Letter 718-E Location</i>	<i>Type of Data</i>	<i>Matrix Category</i>
<p>Appendix A</p> <p>May 24, 2023 contracts with Carbon Solutions Group, LLC for 10,000 and 15,000 RECs</p> <p>July 31, 2023 contract with Escalante Solar II, LLC</p> <p>August 1, 2023 contract with Escalante Solar III, LLC</p>	<p>Unbundled Renewable Energy Credit contract price information.</p>	<p>VII – Bilateral Contract Terms and Conditions – Electric F) Renewable Resource Contracts under RPS program</p> <p>Contract information, including price, may be kept confidential one year after contract execution or 30 days after the deliveries of RECs under the contract commence, whichever comes first.</p>

8. The data for which PacifiCorp is claiming confidentiality is not already public.

9. The confidentiality of the data for which PacifiCorp is claiming confidentiality would not be compromised if it were first aggregated with the equivalent data of all other load serving entities before being made public. Other than by the aforesaid process, the data cannot be aggregated, redacted, summarized, masked or otherwise protected in a way that allows partial disclosure.
10. PacifiCorp's customers may be harmed by the loss of confidentiality insofar as members of the public not eligible to review the data as non-market participating parties—primarily other market participants—can use this data to derive detailed estimates of PacifiCorp-specific procurement requirements and PacifiCorp's current compliance position.

Declared under penalty of perjury that the aforesaid is true of my own knowledge, except as to matters that are stated on information or belief and as to those matters I believe them to be true.

Dated: August 16, 2023



JEDEDIAH J. GIBSON
DOWNEY BRAND LLP
621 Capitol Mall, 18th Floor
Sacramento, California 95814
Telephone: 916.444.1000
Facsimile: 916.444.2100
Email: jgibson@downeybrand.com

APPENDIX C

2023 RFP for RECs

PacifiCorp
Request for Proposals
Renewable Energy Credits (RECs)
(2023 RFP for RECs)

ISSUED: February 1, 2023

DUE DATE: February 28, 2023

2023 RFP for RECs Responses:

RFP-REC@PACIFICORP.COM
CC: Marcie.Hundis@PacifiCorp.com

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RFP APPENDICES

Appendix A RFP Bid Submittal Form

Appendix B PacifiCorp's Pro Forma Renewable Energy Credit Purchase and Sale Agreement
for California RPS

SECTION 1. INTRODUCTION

The 2023 RFP seeks cost-competitive bids for renewable energy credits (RECs) that can be used to meet its customers' needs, including state renewable portfolio standard (RPS) requirements under the applicable laws and regulations of California. As stated in its 2021 Integrated Resource Plan (IRP) and 2022 Off-Year IRP Supplement, PacifiCorp has identified the potential opportunity to procure RECs that can be used to satisfy its state RPS obligations.

A. PURPOSE AND SCOPE

This 2023 RFP for RECs seeks RECs described in Section B below. PacifiCorp is not bound to accept any bids and may cancel this solicitation at its own discretion at any time and for any reason.

PacifiCorp is seeking short- and long-term proposals (bids) from parties (Bidders) interested in providing firm RECs that qualify for compliance with the California RPS. The RECs must also be generated from a facility located in the WECC territory, and the facility must be registered in WREGIS and comply with WREGIS requirements. All proposals must meet the minimum size requirement of at least 10,000 RECs per calendar year. PacifiCorp is not setting a maximum size limit for proposals.

B. REC PRODUCT TYPES AND VINTAGES OF INTEREST:

1. REC Product A; California RPS, Portfolio Content Category 3 eligible RECs from any Vintage Period beginning January 1, 2022 or newer.

SECTION 2. LOGISTICS

A. RFP SCHEDULE

Indicative Schedule

Milestone	Date
PacifiCorp issuance of RFP	February 1, 2023
Questions Due from Interested Bidders	February 10, 2023
Responses to Bidder Questions Posted to PacifiCorp Website	February 15, 2023
Bids Due	5:00 p.m. PPT, February 28, 2023
RFP offer evaluations completed and Bidders notified if they have been selected for negotiation of an Underlying Agreement	March 31, 2023
Target date for any underlying agreement(s) and or confirmation agreement(s) to be completed	April 28, 2023

The indicative schedule is subject to change. PacifiCorp accepts no liability to the extent the actual schedule varies from the indicative schedule. PacifiCorp is not obligated to make an offer selection, or to initiate or complete negotiations on any transaction.

B. COMMUNICATIONS

Interested parties and Bidders may submit questions related to this solicitation, and PacifiCorp will respond in a timely fashion. All questions on the RFP or related documents should be sent to PacifiCorp via email at RFP-REC@pacificorp.com cc'ing Marcie.Hundis@pacificorp.com.

All information, including the pre-bid materials, questions and answers, will be posted on the PacifiCorp website at www.pacificorp.com.

C. BIDDER QUESTIONS

Prospective Bidders are asked to provide all questions (see Communications above) by February 10, 2023. PacifiCorp will review and address questions by February 15, 2023 and post responses on the PacifiCorp public website at: <https://www.pacificorp.com/suppliers/rfps.html>.

D. SUBMISSION OF BIDS

Interested Bidders should submit a completed RFP Bid Submittal Form (shown in Appendix A) electronically by 5:00 p.m. PPT on February 28, 2023 via email to RFP-REC@pacificorp.com [and cc'ing Marcie.Hundis@pacificorp.com](mailto:cc'ing Marcie.Hundis@pacificorp.com). The subject line of bid submission must include 'RFP Response' along with the name of the company submitting the bid.

The RFP evaluation of bids will be completed by March 31, 2023, and PacifiCorp will notify by Bidders on same day if they have been selected for negotiation of an Underlying Agreement.

Each proposal will be prepared at the sole cost and expense of the bidder and with the express understanding that there will be no claims whatsoever for reimbursement from PacifiCorp. PacifiCorp is not liable for any costs incurred by bidders in responding to this RFP or for any damages arising out of or relating to PacifiCorp's rejection of any proposal, or Bidder's reliance upon any communication received from PacifiCorp, for any reason. Bidder shall bear all costs and expenses of any response to PacifiCorp in connection with its proposal, including providing additional information and Bidder's own expenses in negotiating and reviewing any documentation.

To the extent that proposals are deemed conforming, all proposals belong to PacifiCorp and will not be returned. PacifiCorp will use reasonable efforts to protect information clearly and prominently marked as proprietary and confidential on the page it appears, but PacifiCorp reserves the right to release such information to agents or contractors to help evaluate the Proposal, as well as to its regulators and non-bidding parties to regulatory proceedings subject to standard protective orders or confidentiality arrangements. PacifiCorp shall not be liable for any damages resulting from any disclosure of such information, howsoever occurring.

SECTION 3. ELIGIBLE PROPOSALS

The following outlines the basic terms and conditions, and definitions required for all proposals when responding to this RFP. Proposals that do not conform to these basic terms and conditions, and definitions may be deemed ineligible for further evaluation unless the information is not relevant as determined by PacifiCorp at its sole discretion.

A. BASIC TERMS AND CONDITIONS

1. REC Product Types A must qualify for compliance with the California RPS. The Generating Facility must be certified as an eligible renewable resource for the California RPS by the California Energy Commission before contract execution, unless otherwise agreed by PacifiCorp.
2. RECs must be sourced from a Generating Facility physically located in the WECC territory.
3. For REC Product A, the RECs must be from a Renewable Energy Source as defined in Section 3. B. below.
4. The minimum Contract Quantity of RECs offered by a prospective Bidder must be, for each Vintage Period calendar year, at least 10,000 RECs.
5. The Generating Facility must be registered or will have to be registered in WREGIS and its monthly generation reported in WREGIS, with RECs certified by WREGIS and transferable via WREGIS.
6. The underlying agreement (Underlying Agreement) must be either a) a confirmation agreement under an existing enabling agreement already in place between PacifiCorp and the Bidder, b) the WSPP Service Schedule R (for Bidders that are WSPP members) or, c) PacifiCorp's Pro Forma Renewable Energy Credit Purchase and Sale Agreement for California RPS (Appendix B), as applicable.
7. The RFP Bid Submittal Form must include the following:
 - a. Name and location of Generating Facility, including GPS location
 - b. COD (established or expected)
 - c. Contract Quantity per Vintage Period
 - d. Contract Price
 - e. Designation of Firm or Resource Contingent RECs
 - f. Expected Transfer Date(s) of RECs
 - g. Any conditions precedent(s) to Bidder's proposal, or any deviations from the terms and conditions and or definitions, as described in this RFP.

B. DEFINITIONS

“Applicable Program” means the California Renewables Portfolio Standard.

“California Renewables Portfolio Standard” means the renewable energy program and policies established by California State Senate Bills 1038 and 1078 as amended by Senate Bill SB1X, Senate Bill 350, and codified in California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“Commercial Operation Date” means the date commercial operation is achieved for the Generating Facility.

“Contract Price” means the price in U.S. Dollars (\$U.S.) per REC.

“Contract Quantity” means the quantity of RECs to be delivered by Bidder to PacifiCorp.

“Firm” means the Bidder has a firm obligation to deliver the Contract Quantity of RECs pursuant to an Underlying Agreement.

“Generating Facility” means the electric generating facility.

“Resource Contingent” means the Bidder has a resource contingent obligation to deliver the Contract Quantity of RECs pursuant to an Underlying Agreement.

“Renewable Energy Source” means a source of electricity generated using the types of energy eligible under California RPS¹, including but not limited to the following:

- (a) wind energy
- (b) solar photovoltaic and solar thermal energy
- (c) wave, tidal and ocean thermal energy
- (d) geothermal energy
- (e) biomass
- (f) hydro-electric energy
- (g) energy from solid municipal waste
- (h) energy from landfill gas

“Transfer Date” (or “Delivery Date”) means the date upon which the RECs, as evidenced by WREGIS certificate transfer, are delivered by the Bidder to PacifiCorp.

“Underlying Agreement” is defined in Section 3.A.

“Vintage Period” means the defined period or calendar year in which the REC is created, generated, or produced.

¹ For California RPS, see California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

“WECC” means the Western Electricity Coordinating Council.

“WREGIS” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“WSPP” means Western Systems Power Pool.

SECTION 4. MINIMUM ELIGIBILITY REQUIREMENTS FOR BIDDERS

A. DISQUALIFICATIONS

Bidders may be disqualified for failure to comply with any of the requirements of this RFP. To the extent proposals do not comply with these requirements, PacifiCorp has the option to deem the proposal ineligible and eliminated from further evaluation. Reasons for rejection of a Bidder or its proposal include:

1. Bid proposal(s) do not comply with the instructions or requirements specified in this RFP.
2. RFP Bid Submittal Form received after the RFP proposals due date.
3. Upon being selected to negotiate an Underlying Agreement, Bidder fails to provide, in timely manner, Bidder’s Credit Information specified below.
4. Bidder fails to demonstrate, to PacifiCorp’s satisfaction, that it can meet the security requirements, if any, for the Underlying Agreement and or confirmation agreement selected.
5. Any attempt to influence PacifiCorp in the evaluation of the proposals, outside the solicitation process.
6. Any failure to disclose the real parties of interest in the proposal submitted.
7. The Bidder, or an affiliate of Bidder, is in current litigation with PacifiCorp or has, in writing, threatened litigation against PacifiCorp, respecting an amount in dispute in excess of one million dollars.
8. Bidder fails to demonstrate, to PacifiCorp’s satisfaction, that it can meet the security requirements for the renewable resource proposed.

B. BIDDER'S CREDIT INFORMATION

Upon being selected to negotiate an Underlying Agreement, the Bidder must provide the following information to enable PacifiCorp to evaluate the financial viability of the Bidder and any entity providing credit assurances on behalf of the Bidder, as applicable.

1. Credit information for Bidder

- a. Exact legal name and address of Bidder.
- b. Debt Ratings from S&P and/or Moody's (please provide senior unsecured long term debt rating or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source.
- c. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.
- d. Identify pending legal disputes (describe).
- e. Please state whether the Bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.
- f. If the Bidder is unable to provide audited financial statements or is relying upon another entity to provide credit assurances on its behalf, the Bidder must indicate whether (i) the Bidder is unable to provide audited financial statements and, (ii) the Bidder is relying upon another entity(ies) to provide credit assurances on its behalf.
- g. The Bidder should demonstrate its ability (and/or the ability of its credit support provider to provide the required security, including its plan for doing so, including the type of security, sources of security, and a description of its credit support provider).

2. Credit information for entity(ies) providing credit assurances on behalf of Bidder (as applicable)

- a. Exact legal name and address of entity(ies) providing credit assurances on behalf of Bidder.
- b. Describe the relationship to the Bidder and describe the type of credit assurances to be provided (e.g., parental guaranty, cash deposit, or letter of credit, etc.). The Bidder must provide to PacifiCorp a letter(s) of commitment acceptable to PacifiCorp from the entity(ies) providing the credit assurances on behalf of the Bidder executed by an authorized signatory and indicating the amount and form of credit assurances it will provide. More than one commitment letter, or more than one form of commitment letter, may be necessary.

- c. Debt Ratings from S&P and/or Moody's (please provide senior unsecured long term debt rating or corporate rating if a debt rating is unavailable). Please indicate type of rating, rating, and source.
- d. Please attach copies of audited financial statements (including balance sheet, income statement, and cash flow statement) for the three most recent fiscal years.
- e. Pending legal disputes (describe).
- f. Please state whether entity(ies) providing credit assurances on behalf of the Bidder is or has within the past five (5) years been the debtor in any bankruptcy proceeding.

The Bidder may be required to post credit assurances for the applicable bid. PacifiCorp will not accept collateral thresholds, credit ratings triggers, general adequate assurances language or similar language that might require the PacifiCorp to provide performance assurances to the Bidder. PacifiCorp may require the Bidder to provide a commitment letter(s) from a proposed guarantor(s) and/or from a financial institution(s) that would be issuing a letter of credit as performance assurances on behalf of the Bidder. The amount of performance assurances to be provided will be determined based upon factors which include the following:

- a. The credit rating of the Bidder and the entity(ies) providing credit assurances on behalf of the Bidder, as applicable.
- b. Terms of the underlying contract.
- c. The volume to be delivered.

The credit rating is defined as the lower of: x) the most recently published senior, unsecured long term debt rating (or corporate rating if a debt rating is unavailable) from Standard & Poor's (S&P) and/or y) the most recently published senior, unsecured debt rating (or corporate rating if a debt rating is unavailable) from Moody's Investor Services. If option x) and y) are not available, the credit rating will be determined by PacifiCorp through an internal process review utilizing a proprietary credit scoring model developed in conjunction with a third party. All Bidders will receive a credit rating which will be used in determining the amount of any credit assurances to be posted. With few exceptions, PacifiCorp will expect Bidders with sub investment-grade credit ratings (or being of similar creditworthiness) to provide performance assurances acceptable to PacifiCorp.

A financial institution providing a letter of credit as performance assurances on behalf of the Bidder must be a major U.S. commercial bank and have at all times a credit rating of at least 'A' and 'A2' from S&P and Moody's, respectively, and have assets (net of reserves) of at least \$10,000,000,000. Should the financial institution providing credit assurances on behalf of the Bidder fail to meet these minimum requirements PacifiCorp will require credit assurances from a replacement financial institution that does meet the requirements.

SECTION 5. BID EVALUATION AND SELECTION

PacifiCorp will not ask for, or accept, updated pricing from Bidders during the evaluation period.² An RFP selection of an offer does not constitute a “winning bid proposal.” Only execution of an Underlying Agreement by both PacifiCorp and the Bidder on terms acceptable to PacifiCorp in its sole and absolute discretion will constitute a “winning bid proposal.” Any Underlying Agreement will be in the form described above in Section 3.A., as applicable. If the Bidder alters the Underlying Agreement, the bid evaluation will be affected. PacifiCorp has no legal obligation to enter into any agreement of any kind with any Bidder.

A. OVERVIEW OF THE EVALUATION PROCESS

The evaluation process will utilize a screening process to derive a potential selection of a bid or bids after determining eligibility of the bids. The screening process and evaluation methodology is at PacifiCorp’s sole discretion.

The RFP evaluation process will consider both price and non-price factors.

STEP 1 – RFP EVALUATION

1. Price Evaluation

PacifiCorp will evaluate bids based on the REC Contract Price of each bid.

2. Non-Price Evaluation

The non-price evaluation will include, but not be limited to, the following factors in the non-price evaluation:

- Firm offer to sell RECs
- REC Transfer Date(s)
- Conformance to Underlying Agreement
- WREGIS account holder status
- Financial viability of Bidder
- Reliability of REC supply and delivery
- REC eligibility under specified state(s) RPS program
- Bidder experience/references
- [Supplier Diversity factors – e.g., similar to those outlined in Section E of our 2022 Off-Year IRP Supplement]

STEP 2 – RFP SELECTIONS

² PacifiCorp may contact Bidders during the evaluation period to clarify information submitted with proposals, as required.

Any RFP selection(s) will be established upon evaluation of price and non-price results. In making any RFP offer selections, PacifiCorp will take into consideration certain other factors that are not expressly or adequately factored into the initial evaluation process, but that may be required by applicable law or Commission order. During the RFP evaluation process, PacifiCorp will evaluate how bids and/or combinations of bids affect PacifiCorp's state RPS compliance position and compliance cost, which may include alternative REC compliance products being solicited through a separate RFP process and projected long-term compliance alternatives.

1. Discussions and Right to Reject Proposals

PacifiCorp's Rights and Options

This RFP contains only an invitation to make Proposals to PacifiCorp. No Proposal is itself a binding contract unless the parties execute definitive and complete documentation providing otherwise.

PacifiCorp may in its sole discretion do any one or more of the following:

1. Determine which Proposals are eligible for consideration in response to this RFP.
2. Issue additional subsequent solicitations for information and conduct investigations with respect to the qualifications of each Bidder.
3. Disqualify Proposals contemplating Specified Resources that do not meet the Commission's definition of renewable energy products containing new resources or any other renewable portfolio standards.
4. Supplement, amend, or otherwise modify this RFP, or cancel this RFP with or without the substitution of another RFP.
5. Negotiate with Bidders to amend any proposal.
6. Select and enter into agreements with the Bidders who, in PacifiCorp's sole judgment, are most responsive to the RFP and whose proposals best satisfy the interests of PacifiCorp and its customers, and not necessarily on the basis of price alone or any other single factor.
7. Issue additional subsequent solicitations for proposals.
8. Waive any irregularity or informality on any proposal to the extent not prohibited by law.

9. Reject any or all proposals in whole or in part.
10. Vary any timetable.
11. Conduct any briefing session or further RFP process on any terms and conditions.
12. Withdraw any invitation to submit a response.
13. Procure all or none or part of the RECs, and in any quantity for delivery without providing reasons and without being liable for any compensation to any party except to the extent of the services ordered and satisfactorily provided pursuant to the terms of an executed agreement.

2. Basis for Rejection

Proposals may be rejected for any reason including but not limited to:

1. Receipt of the proposal by PacifiCorp after the RFP bid submittal deadline.
2. Failure to meet the requirements described in this RFP.
3. Failure to submit a complete proposal with pertinent information necessary for evaluation.
4. Failure of the Bidder's authorized officer to sign the proposal.
5. Inability or unwillingness of the Bidder to provide any security or surety required for performance.
6. If the proposal is not a firm offer through final selection under the RFP.
7. Misrepresentation or failure to abide by Federal Trade Commission Green Guides.
8. Failure to permit disclosure of information contained in the proposal to PacifiCorp agents, contractors or regulations Commission(s).
9. Any attempt to influence PacifiCorp's evaluation of proposals outside the solicitation process.
10. Any change in regulation or regulatory requirements.

11. Failure of the Specified Resource to meet the Commission's definition of renewable energy products containing new resources or any other renewable portfolio standards.
12. Any matter impairing the Bidder, Specified Resources or the generation of power or Non-Power Attributes there from or the delivery of RECs.

SECTION 6. CONFIDENTIALITY, COMPANY RESERVATION OF RIGHTS AND DISCLAIMERS

A. CONFIDENTIALITY

PacifiCorp will attempt to maintain the confidentiality of all bids submitted, to the extent consistent with law or regulatory order, as long as such confidentiality does not adversely impact a regulatory proceeding. It is the Bidder's responsibility to clearly indicate in its proposal what information it deems to be confidential. Bidders may not mark an entire bid proposal as confidential, but must mark specific information on individual pages to be confidential in order to receive confidential treatment for that information.

All information supplied to PacifiCorp or generated internally by PacifiCorp shall remain the property of PacifiCorp. The Bidder shall maintain the confidentiality of such information and such information shall not be available to any entity before, during or after this RFP process unless required by law or regulatory order. The Bidder expressly acknowledges that PacifiCorp may retain information submitted by the Bidder in connection with this RFP.

Only those PacifiCorp employees who are directly involved in this RFP process or with the need to know for business reasons will be afforded the opportunity to view submitted bids or Bidder information.

Bidders should be aware that information they supply may be requested and supplied during regulatory proceedings, subject to appropriate confidentiality provisions applicable to that particular proceeding. This means that parties to regulatory proceedings may request and view confidential information. If such a request occurs, PacifiCorp will attempt to prevent confidential Bidder information from being supplied to intervening parties who are Bidders or who may be providing services to a Bidder, but PacifiCorp cannot promise success in that endeavor and accordingly cannot be held liable for any information that it is ordered to be released or that is inadvertently released.

Lastly, PacifiCorp intends to utilize its internal, proprietary, models and assumptions during its evaluation process. The resulting evaluations will not be shared with entities external to PacifiCorp or its consultants, including with Bidders, unless required by law or regulatory order.

B. COMPANY RESERVATION OF RIGHTS AND DISCLAIMERS:

PacifiCorp reserves the right, without qualification and in its sole discretion, to reject any or all bids, and to terminate this RFP in whole or in part at any time. Without limiting the foregoing, PacifiCorp reserves the right to reject as non-responsive any or all bid proposals received for failure to meet any requirement of this RFP outlined in Section 2 and Section 3. PacifiCorp further reserves the right without qualification and in its sole discretion to decline to enter into any agreement with any Bidder for any reason, including, but not limited to, change in regulations or regulatory requirements that impact PacifiCorp and/or any collusive bidding or other anticompetitive behavior or conduct of Bidders.

Bidders who submit bid proposals do so without recourse against PacifiCorp, its parent company, its affiliates and its subsidiaries, or against any director, officer, employee, agent or representative of any of them, for any modification or withdrawal of this RFP, rejection of any bid proposal, failure to enter into an agreement, or for any other reason relating to or arising out of this RFP.

APPENDIX D

**Certificate of Service
GO 96B Distribution List**

CERTIFICATE OF SERVICE
GO 96B Distribution List

I, Rosa Gutierrez, certify that pursuant to the Commission's Rules of Practice and Procedure, I have on this 16th of August 2023, at San Francisco, CA, provided via email and U.S. mail to those without email service, a true and correct copy of PacifiCorp's (U 901-E) Advice Letter 701-E to the following:

Robert M. Pocta
California Public Utilities Commission
Energy Cost of Service & Natural Gas
Room 4205
505 Van Ness Avenue
San Francisco, CA 94102
rmp@cpuc.ca.gov

Ralph Cavanagh
National Resources Defense Council
111 Sutter St. 20th Floor
San Francisco, CA 94104

Simon Baker
Interim Director Energy Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102
seb@cpuc.ca.gov

Surprise Valley Electrification
516 US Highway 395 E
Alturas, CA 96101-4228

James Wuehler
California Public Utilities Commission
jrw@cpuc.ca.gov

Robert Finkelstein
TURN
bfinkelstein@turn.org

Michael B. Day
Downey Brand LLP
455 Market Street, Suite 1500
San Francisco, CA 94105
mday@DowneyBrand.com

Dan Marsh
Liberty Utilities
Manager, Rates and Regulatory Affairs
701 National Ave
Tahoe Vista, CA 96148
Dan.Marsh@libertyutilities.com

/s/ Rosa Gutierrez

Rosa Gutierrez

APPENDIX E

Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

California Public Utilities Commission
Advice Letter 718-E

This Agreement is between PacifiCorp, dba Pacific Power (“PacifiCorp”), and the Requesting Party, _____, collectively referenced as “the Parties.”

The Parties agree as follows:

1. This Non-Disclosure Agreement shall govern the use of all Protected Materials, as described below, produced by PacifiCorp and provided to the Requesting Party relating to Advice Letter No. 718-E, submitted to the California Public Utilities Commission (“Commission”) on August 15, 2023. This Non-Disclosure Agreement shall remain in full force and effect with respect to all Protected Materials in the manner provided by its restrictions, terms, and conditions, notwithstanding disposition of the Advice Letter.
2. For the purposes of this Non-Disclosure Agreement, Requesting Party agrees to withhold from public disclosure those material PacifiCorp designates as “Protected Materials” consisting of materials and/or information that customarily are treated by PacifiCorp as commercially sensitive or proprietary, and that are not available to the public, and that, if disclosed freely, would subject PacifiCorp and/or its customers to risk of competitive disadvantage or other business injury. PacifiCorp shall clearly mark as “Protected Materials”, “Confidential”, or “Highly Confidential” (collectively referred to as “Protected Materials”) all written and/or electronically rendered materials provided by PacifiCorp to Requesting Party that PacifiCorp considers to be commercially sensitive or proprietary or, if provided orally, by indicating to Requesting Party during the oral disclosure that the information provided orally is considered by PacifiCorp to be Protected Material.
3. Definitions – for the purposes of this Non-Disclosure Agreement:
 - a. The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which those employees, representatives, or agents of Requesting Party who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Non-Disclosure Agreement, and that such employees, representatives, and agents of Requesting Party have read the Non-Disclosure Agreement and agree to be bound by its restrictions, terms, and conditions.
 - b. The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:
 - i. An attorney of Requesting Party;

- ii. Attorneys, paralegals, and other employees associated with an attorney described in (i) above;
- iii. An expert or an employee of an expert retained by Requesting Party for the purpose of advising Requesting Party;
- iv. A person designated as a Reviewing Representative by order of the Presiding Administrative Law Judge or the Commission; and/or
- v. Any other Requesting Party employee, representative, or agent having other professional responsibilities related to Requesting Party's participation in the outcome of Advice Letter No. 718-E.

4. Protected Materials shall be made available under the terms of this Non-Disclosure Agreement only to Requesting Party and only for the use of its Reviewing Representatives.

5. (a) Protected Materials will remain available to Requesting Party and/or may be in Requesting Party's possession until the later of (i) two years following the date that disposition of Advice Letter No 718-E is no longer subject to judicial review, or (ii) two years following the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review.

(b) Within fifteen (15) calendar days of such date set forth in Section 5(a) above, upon written request by PacifiCorp, Requesting Party shall return to PacifiCorp the Protected Materials provided to Requesting Party by PacifiCorp, including (i) any and all such notes as Requesting Party's Reviewing Representatives may have made or taken with respect to the Protected Materials, and (ii) copies of filings, official transcripts, and exhibits related to Advice Letter No. 718-E that contain the Protected Materials. Upon the agreement of PacifiCorp, Requesting Party shall, in lieu of returning such materials to PacifiCorp, destroy these materials in a manner determined by Requesting Party and acceptable to PacifiCorp. Within such time period, Requesting Party shall also submit to PacifiCorp an affidavit or statement of counsel stating that, to the best of its knowledge, all Protected Materials and documents containing Protected Materials have been returned or have been destroyed.

6. All Protected Materials shall be maintained by Requesting Party and its Reviewing Representatives in a secure place and in a manner consistent with the manner in which Requesting Party protects its own confidential and highly confidential information from public disclosure. Access to Protected Materials consisting of any models, data, or other information shall be limited to those Reviewing Representatives specifically authorized pursuant to this Non-Disclosure Agreement.

7. (a) Protected Materials shall be treated as confidential by Requesting Party and its Reviewing Representatives in accordance with the certificate executed pursuant to Section 8 below. Protected Materials shall not be used except as necessary for Requesting Party's participation related to the disposition of Advice Letter No. 718-E, nor shall they be disclosed in any manner to any person except a Reviewing

Representative who is engaged by Requesting Party for the same purposes and who needs to know the information in order to carry out that person's responsibilities.

(b) Requesting Party and its Reviewing Representatives may make notes of the Protected Materials (notes of Highly Confidential Protected Materials are subject to the limitations of Section 15 below) which shall be treated as Protected Materials if they disclose the contents of Protected Materials. If Requesting Party or its Reviewing Representatives make copies of the Protected Materials any such copies shall be considered to be Protected Materials for the purposes of this Non-Disclosure Agreement.

8. Requesting Party's Reviewing Representatives shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to the Protected Materials pursuant to this Non-Disclosure Agreement unless each Reviewing Representative has first executed a Non-Disclosure Certificate. A copy of each Non-Disclosure Certificate shall be provided to counsel for Requesting Party by each such Reviewing Representative and thereafter to counsel for PacifiCorp prior to disclosure of any Protected Materials to that Reviewing Representative.

9. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and receiving Reviewing Representative have both executed a Non-Disclosure Certificate. In the event any Reviewing Representative to whom Protected Materials are disclosed ceases to be engaged, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(b), access to the Protected Materials by that person shall be terminated and all Protected Materials possessed by this person shall be returned to PacifiCorp or destroyed under the terms of Section 5(b) of this Non-Disclosure Agreement. Even if no longer engaged, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Non-Disclosure Agreement and his or her executed certificate.

10. (a) The Commission, the Presiding Administrative Law Judge of the Commission, or Law and Motion Administrative Law Judge of the Commission, as appropriate, shall resolve any disputes arising under this Non-Disclosure Agreement. Prior to presenting any dispute under this Non-Disclosure Agreement to the Commission, Presiding Administrative Law Judge, or Law and Motion Administrative Law Judge under Resolution ALJ-164 or the Commission's Rules of Practice and Procedure ("RPP"), the Parties to the dispute shall meet and confer and use their best efforts to resolve the dispute.

(b) In the event Requesting Party contests the designation of materials as protected, Requesting Party shall notify PacifiCorp by specifying in writing the materials whose designation is contested. This Non-Disclosure Agreement shall continue to apply to such materials after the notification is made. Requesting Party shall seek resolution of the dispute under the procedures set forth in Section 10(a) of this Non-Disclosure Agreement. If the Commission, the Presiding Administrative Law Judge of the Commission, or Law and Motion Administrative Law Judge of the Commission find that

the materials at issue are not entitled to protection, the provisions of Section 16 of this Non-Disclosure Agreement shall continue to apply.

11. All copies of all documents reflecting Protected Materials that are filed by Requesting Party with the Commission, including the portion of the hearing testimony, exhibits, transcripts, briefs, and other documents that refer to Protected Materials, shall be filed and/or served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Non-Disclosure Agreement. Such documents shall be marked as “Protected Materials”, “Confidential”, or “Highly Confidential” and shall be filed with the Commission under seal and served under seal upon the Presiding Administrative Law Judge. Notwithstanding the above requirements for filing and serving documents containing Protected Materials, so long as the Commission has suspended the requirement to provide the Docket Office with a hard copy of documents filed with the Commission due to the COVID-19 pandemic, documents containing Protected Materials may be served and filed electronically, so long as they are marked as required in this Section 11 and only provided to persons who have signed a Non-Disclosure Certificate pursuant to this Non-Disclosure Agreement.

If Requesting Party desires to include, utilize, or refer to any Protected Materials or information derived therefrom in testimony or exhibits, Requesting Party shall first notify counsel for PacifiCorp, the Commission, and the Presiding Administrative Law Judge of such desire, identifying with particularity each of the Protected Materials Requesting Party desires to include, utilize, or refer to in its testimony or exhibits. Contemporaneous filing and service of a motion for confidential treatment of testimony, exhibits, transcripts, briefs, and/or other documents with the Commission constitutes appropriate notification to PacifiCorp for the purposes of this paragraph. Thereafter, use of such Protected Material will be governed by procedures determined by the Commission or the Presiding Administrative Law Judge.

12. Nothing in this Non-Disclosure Agreement shall be construed as precluding PacifiCorp from objecting to the use of Protected Materials on any legal grounds.

13. Nothing in this Non-Disclosure Agreement shall preclude Requesting Party from requesting the Commission, the Presiding Administrative Law Judge of the Commission, or Law and Motion Administrative Law Judge of the Commission, or any other body having appropriate authority, to find that this Non-Disclosure Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Non-Disclosure Agreement.

14. All Protected Materials filed with the Commission, the Presiding Administrative Law Judge of the Commission, or Law and Motion Administrative Law Judge of the Commission, or any other judicial or administrative body, in support of, or as part of, a motion, brief, or other pleading shall be redacted from any public versions of such filings or shall be filed in a sealed envelope or other appropriate container bearing prominent markings indicating that the contents include Protected Materials subject to this Non-Disclosure Agreement. Notwithstanding the above, the procedures outlined in Section 11

above for electronic filing and service of documents containing Protected Material may be utilized so long as the Commission has suspended the filing of hard copy documents, as set forth in Section 11.

15. With regard to Protected Materials designated by PacifiCorp as Highly Confidential, the following procedure will be followed so long as public health regulations during the COVID-19 pandemic discourage person to person meetings between the parties. PacifiCorp will permit Reviewing Representatives to review the Highly Confidential documents through a secure cloud-based content management system in view-only mode, which will not allow the document to be downloaded or printed; however, Reviewing Representatives will have access to the document and be able to revisit the document at their convenience through the proceeding. Reviewing Representatives are not authorized to, and shall not, make screen shots or copies of any document designated as containing Highly Confidential Protected Materials. Reviewing Representatives reviewing the Highly Confidential Protected Materials may make limited notes regarding the documents for reference purposes, or for inclusion in a filing, consistent with the procedures set forth in Section 14 above. Such notes shall not constitute a verbatim or substantive transcript of the documents and shall be considered Highly Confidential Protected Materials subject to the terms of this Non-Disclosure Agreement. If a limited, specific portion of a document containing Highly Confidential Protected Materials is necessary for purposes of the proceeding, such as inclusion in written pleadings or briefs, a Reviewing Party may request such a copy. In response to such a request, PacifiCorp will prepare a copy of the requested portion of the documents and provide it to that Reviewing Party through a secure web portal.

16. Nothing in this Non-Disclosure Agreement constitutes a waiver by PacifiCorp of any right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

17. This Non-Disclosure Agreement may be executed in counterparts, all of which together shall constitute a single instrument, and it shall not be necessary that any counterpart be signed by all the Parties. The signatories hereto represent that they have been duly authorized to enter into this Non-Disclosure Agreement on behalf of the Party for whom they sign.

18. This Non-Disclosure Agreement shall be effective upon the execution date of the last Party to sign this Non-Disclosure Agreement.

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For PACIFICORP d/b/a PACIFIC POWER:

By: _____

Advice 718-E
Non-Disclosure Agreement

Title: _____

Date: _____

For _____: (Reviewing Party)

By: _____

Title: _____

Date: _____

Advice Letter 718-E

NON-DISCLOSURE CERTIFICATE
(To be executed by each Reviewing Representative)

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Non-Disclosure Agreement in relation to the disposition of Advice Letter No. 718-E, that I have been given a copy of and have read the Non-Disclosure Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials provided to me, any notes or other memoranda that I might make regarding the Protected Materials provided to me, or any other form of information that copies or discloses the Protected Materials provided to me shall not be disclosed to anyone other than in accordance with the restrictions, terms, and conditions of the Non-Disclosure Agreement.

By: _____

Title: _____

Representing: _____

Date: _____