

Exhibit A

FORM OF NOTICE OF REQUEST FOR PROGRESS PAYMENT

[_____, 20__]*

PacifiCorp
825 NE Multnomah, Suite 600
Portland, Oregon 97232-2315
Attention: Director of Contract Administration, C&T

Ladies and Gentlemen:

Reference is made to the Asset Purchase and Sale Agreement, dated as of _____, as amended, as further amended, restated, supplemented or otherwise modified from time to time (the “*Agreement*”) between PacifiCorp, an Oregon corporation (the “*Buyer*”) and _____, LLC, a _____ limited liability company (the “*Seller*”) and together with the Buyer, collectively, the “*Parties*”). Capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Agreement.

1. The Seller hereby irrevocably requests payment of a Progress Payment on the date (which is a Business Day) and in the aggregate amount indicated below (the “*Requested Progress Payment*”):

| | |
|--|----------|
| Progress Payment Date: | _____ |
| Progress Payment Number [†] | _____ |
| Requested Progress Payment: [‡] | \$ _____ |

2. Pursuant to Section 3.2(g) of the Agreement, the undersigned, an Authorized Officer of Seller, hereby certifies on behalf of the Sellers that:

(a) As of the date of this request and as of the date of the Progress Payment, the Seller has achieved (i) all of the Milestones with Milestone Dates prior to the Progress Payment Date and (ii) the Milestones for which the Requested Progress Payment is requested.

* Must be submitted not less than 30 days prior to the date Sellers expect to be paid (*i.e.*, payment, net 30 days). See Agreement, § 3.1(a) (Procedures).

[†] Must correspond with Progress Payment Number identified on Appendix I of the Agreement.

[‡] Must correspond with Progress Payment Amount identified opposite Progress Payment Number on Appendix I.

(b) As of the date of this request and as of the date of the Requested Progress Payment, (i) the representations and warranties made by Seller in each Transaction Document to which it is a party (other than representations and warranties which expressly speak only as of a different date) are true and correct in all material respects, (ii) to Seller's knowledge, the representations and warranties made by each Project Party other than the Sellers in the Transaction Documents (other than representations and warranties which expressly speak only as of a different date) are true and correct in all material respects and (iii) Schedule 4.12 (d) to the Agreement [together with the certified addendum attached hereto as Annex 1] complies with the requirements of the Agreement.[§].

(c) As of the date of this request and as of the date of the Requested Progress Payment (i) no circumstance, event or condition exists which either immediately or with the passage of time or the giving of notice, or both, permits Seller to withhold payment to Contractor or any Subcontractor under any Primary Construction Contract; (ii) no breach, violation or default has occurred and is continuing under (A) this Agreement (B) any Contractor Guaranty; (C) any Consent or (D) the Security Documents and (iii) to the extent not already set forth in this paragraph 2(c), no circumstance, event or condition exists which either immediately or with the passage of time or the giving of notice, or both, permits the Sellers' counterparty to terminate any Transaction Document.

(d) As of the date of this request and as of the date of the Requested Progress Payment, no action, suit, proceeding or investigation by or before any Governmental Authority or any arbitrator is pending or to the Seller's knowledge threatened against or affecting a Project Party or the Project which would result in a Material Adverse Change [other than _____].**

(e) As of the date of this request and as of the date of the Requested Progress Payment, no Material Adverse Change has occurred [other than _____].^{††}

(f) As of the date of this request and as of the date of the Requested Progress Payment, except with respect to the Deferred Governmental Approvals, all Necessary Governmental Approvals have been obtained and are in full force and effect.

(g) As of the date of this request and as of the date of the Requested Progress Payment, each Additional Project Document, together with all amendments, supplements, and exhibits thereto and the ancillary documents relating thereto has been delivered to you prior to the date hereof or are attached hereto and each such Additional Project Document (i) has been duly authorized, executed and delivered by each Person

[§] Attach addendum to Schedule 4.12 (d) if necessary.

^{**} Insert if any action, suit, proceeding or investigation has been threatened by the Buyer. See Section 3.2(e) of the Agreement.

^{††} Insert if any Material Adverse Change is the result of an act or omission by the Buyer. See Section 3.2(f) of the Agreement.

that is a party thereto, (ii) is in full force and effect, and (iii) has become subject to the Lien of the Security Documents.

3. The commercial invoice of Seller properly substantiating the amounts requested to be paid in connection with the Requested Progress Payment is attached hereto as Annex 2.

4. The Progress Report is attached hereto as Annex 3.^{##}

(a) The Requested Progress Payment set forth in paragraph 1 of this request will be applied for the purposes specified in the Progress Report.

(b) The Project is proceeding in accordance with the Schedule.

(c) As of the date hereof, Seller has reviewed the Work to the extent performed or rendered and the Materials, Equipment or supplies that have been delivered for which the Requested Progress Payment is being requested, and the amounts which have been paid or are to be paid are proper.

(d) No work shown in Progress Report has been paid for from the proceeds of Progress Payment made prior to the date hereof.

5. The Seller hereby requests that the Requested Progress Payment be paid in the amounts and to the payees, in each case as set forth on Annex 4.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

^{##} Progress Reports to be prepared monthly.

Very truly yours,

By: _____
Name:
Title:

Annex 1 to Exhibit A

ADDENDUM TO SCHEDULE 4.12 (d) TO AGREEMENT

Annex 2 to Exhibit A

COMMERCIAL INVOICE

PROGRESS REPORT

PAYMENT INSTRUCTIONS

Payee

Amount

Wire Instructions

Exhibit B

FORM OF NOTICE TO PROCEED

_____, 200_

SELLER
Street
City, State Zip Code

Attention: _____

This Notice to Proceed is delivered pursuant to that certain Asset Purchase and Sale Agreement, dated as of _____, 20__, (as further amended, restated, supplemented or otherwise modified from time to time, the “*Agreement*”) by and among PacifiCorp, an Oregon corporation (the “*Buyer*”), _____, a _____ (“*Seller*”). Capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Agreement.

1. Buyer hereby acknowledges that each of the conditions precedent set forth in Sections 17.1(b) of the Agreement has been satisfied or waived.

2. Pursuant to, and in accordance with, Section 17.1(a) of the Agreement, Buyer hereby issues this Notice to Proceed to Seller.

Very truly yours,

PacifiCorp,
an Oregon corporation

By: _____
Name:
Title:

cc: Buyer's cc's
Seller's cc's

Exhibit C

(Credit Matrix is attached to RFP)

Exhibit D

D1 - CHANGE ORDER REQUEST FORM

D2 - CHANGE ORDER NOTICE FORM

D3 - CHANGE ORDER FORM

EXHIBIT D1

CHANGE ORDER REQUEST FORM

CHANGE ORDER REQUEST

[Seller/Contractor]:

Change Request No.: *

[Agreement/Contract] No.:

Date: **

Date of [Agreement/Contract]: *****

Pursuant to Article 13 (Change Orders), the following change is requested and modifies the [Agreement/Contract] as follows:

Adjustment to Scope of Work

Adjustment to Project Schedule

Adjustment to Pricing

[Seller/Contractor]

PACIFICORP

By _____
Authorized Signature

By _____
Authorized Signature

Name

Name

Title

Title

Date

Date

EXHIBIT D2

CHANGE ORDER NOTICE FORM

CHANGE NOTICE

[Seller/Contractor]

Change Notice No.: *

[Agreement/Contract] No.:

Date: **

Date of [Agreement/Contract]: *****

Pursuant to Article 13 (Change Orders), we are issuing this form to notify you of a change to the [Agreement/Contract] as follows:

Adjustment to Scope of Work

Adjustment to Project Schedule

Adjustment to Pricing

PACIFICORP

By _____
Authorized Signature

By _____
Authorized Signature

Name

Name

Title

Title

Date

Date

EXHIBIT D3
CHANGE ORDER FORM

Change in Work Form

Change Order No.: _____ Date Issued: _____

Description (Attach Appropriate Documentation): _____

Cost of Change:

Non-Manual Labor Man-hours Cost: _____

Non-Manual Labor Expenses: _____

Manual Labor Man-hours Cost: _____

Material Cost: _____

Subcontracts Cost: _____

Mobilization/Demobilization Cost: _____

Equipment Cost: _____

Other Cost (if any) _____

Mark-up (Profit and Overhead): _____

Total Cost of Change: _____

Impact on Project Guarantee Dates: _____

Impact on Critical Path Schedule: _____

Impact on Progress Payment Schedule: _____

Impact on the Warranties: _____

Anticipated Differences in the Costs of O & M Following Substantial Completion: _____

Other Impacts on Contract: _____

Revised Contract Amount (Including Change): _____

Owner Approval:

Contractor Approval:

By: _____ Date: _____ By: _____ Date: _____

Distribution: Owner:

Contractor:

FORM OF
CERTIFICATE OF AUTHORIZED OFFICER OF
[SELLER], LLC
(A [_____] Limited Liability Company)

The undersigned, as a _____ of [Seller], a [_____] limited liability company (“Seller”), does hereby certify, represent and warrant that:

1. The undersigned is a duly authorized _____ of Seller, and as such is familiar with the matters set forth below.
2. The undersigned acknowledges that Buyer is relying on this certificate (this “Certificate”) in connection with the issuance of the Notice to Proceed under the Asset Purchase and Sale Agreement, dated as of _____, 200__ as amended, restated, supplemented or otherwise modified from time to time, between Seller and PacifiCorp, an Oregon corporation (the “Agreement”) and the consummation of the transactions described therein.
3. Attached hereto as Exhibit “A” are true, correct and complete copies of all environmental reports, assessments and audits, including reports, assessments and audits relating to air and emissions, prepared by or on behalf of Seller in connection with the Project.
4. Attached hereto as Exhibit “B” are true, correct and complete copies of all agreements, contracts or other instruments providing for the sale, lease, transfer or other disposition of the Site (including any options). To the extent such agreements have not been executed on or prior to the date hereof, true, correct and complete copies of all drafts of such agreements are attached hereto as Exhibit “B”.
5. Attached hereto as Exhibit “C” is Seller’s Disclosure Letter, as updated and modified to reflect such information required to be set forth thereon as of the date hereof.
6. The copies of the Transaction Documents delivered pursuant to Section 17.1(b) of the Agreement, and as identified on, and attached hereto as, Exhibit “D”, are true, correct and complete copies of such documents, and such Transaction Documents are in full force and effect and no term or condition thereof has been amended from the form thereof delivered to Buyer, or waived. Seller and the other parties to the Transaction Documents attached hereto as Exhibit “D” have performed or complied with all agreements and conditions contained in such Transaction Documents and any agreements or documents referred to therein required to be performed or complied with by each of them on or before the issuance of the Notice to Proceed. Subject to the foregoing, neither Seller nor any such other party to such Transaction Documents is in default in the performance or compliance with any of the terms or provisions thereof.
7. All conditions precedent to the issuance of the Notice to Proceed have been satisfied or have been waived by Buyer in writing (other than to the extent the satisfaction of a condition is dependent on the judgment of Buyer).

8. As of the date hereof and as of the date of the issuance of the Notice to Proceed, Seller has achieved (i) all of the Milestones with Milestone Dates prior to the date hereof.

9. The representations and warranties made by Seller in each Transaction Document to which it is a party (other than representations and warranties which expressly speak only as of a different date) are true and correct in all material respects and will be true and correct on and as of the date of the issuance of the Notice to Proceed, (ii) to Seller's knowledge, the representations and warranties made by each Project Party other than Seller in the Transaction Documents (other than representations and warranties which expressly speak only as of a different date) are true and correct in all material respects and will be true and correct on and as of the date of the issuance of the Notice to Proceed.

10. As of the date hereof and as of the date of the issuance of the Notice to Proceed, (i) no circumstance, event or condition exists which either immediately or with the passage of time or the giving of notice, or both, permits Seller to withhold payment under any Primary Construction Contract; (ii) no breach, violation or default has occurred and is continuing under (A) the Agreement (B) any Contractor Guaranty; (C) any Consent or (D) the Security Documents and (iii) to the extent not already set forth in this paragraph 10, no circumstance, event or condition exists which either immediately or with the passage of time or the giving of notice, or both, permits Seller's counterparty to terminate any Transaction Document.

11. As of the date hereof and as of the date of the issuance of the Notice to Proceed, no action, suit, proceeding or investigation by or before any Governmental Authority or any arbitrator is pending or to Seller's knowledge threatened against or affecting a Project Party or the Project which would result in a Material Adverse Change.

12. As of the date hereof and as of the date of the issuance of the Notice to Proceed, no Material Adverse Change has occurred.

13. As of the date hereof and as of the date of the issuance of the Notice to Proceed, except with respect to the Deferred Governmental Approvals, all Necessary Governmental Approvals have been obtained and are in full force and effect.

14. Schedule 17.1(b)(vii) to the Agreement lists all filings or recordings or equivalent standard made under the Uniform Commercial Code in each jurisdiction in which Seller was formed, have an office or in which assets of either Seller are located. There are no such filings or recordings with respect to any of the Collateral (except such filings and recordings with respect to Permitted Liens) in favor of any Person other than Buyer. Attached hereto as Exhibit "E" are copies of the search reports or equivalent standard received as a result of such search.

15. Attached hereto as Exhibit "F" are the insurance certifications and certificates that comply with the requirements of Section 27 of the Agreement.*

Capitalized terms used herein and not otherwise defined herein are used herein with the meanings ascribed thereto in the Agreement.

* To be attached, if required.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, I have executed and delivered this Certificate this ____ day of _____, 2004.

[Seller], LLC
a [_____] limited liability company

By: _____
Name: _____
Title: _____

ENVIRONMENTAL REPORTS, ASSESSMENTS, AUDITS

1. *[Seller, please list and attach]*
2. *[others]*

**AGREEMENTS, CONTRACTS OR OTHER INSTRUMENTS PROVIDING FOR THE
SALE, LEASE, TRANSFER OR OTHER DISPOSITION OF THE SITE (INCLUDING
ANY OPTIONS)**

1. *[Seller, please list and attach]*

SELLERS' DISCLOSURE LETTER

TRANSACTION DOCUMENTS

1. Asset Purchase and Sale Agreement and Waiver
2. EPC Contract*
3. Construction Coordination Agreement*
4. Assignment and Security Agreement
5. Deposit Account Control Agreement
6. UCC-1 Financing Statements
7. Guaranty*
8. [*others*]

RECORD SEARCHES

INSURANCE CERTIFICATES*

* To be attached, if required pursuant to the Agreement.

PacifiCorp
Letter Of Credit Language

The following are the terms and conditions required by PacifiCorp when establishing a Letter Of Credit

- PacifiCorp must approve the issuing bank.
- Applicant (Supplier) name appearing in the Letter Of Credit and Agreement must be EXACTLY the same.
- If issuing bank is located outside USA it must be confirmed by US bank approved by PacifiCorp
- It is to be an irrevocable standby Letter Of Credit in favor of PacifiCorp.
- Drafts are payable at sight.
- The expiry date must be no earlier than 12 months from issuance.
- Partial drawings are permitted.
- The LOC is available by PacifiCorp's draft (s) at sight when accompanied by a copy of an invoice and one of the two following statements and signed by a representative of PacifiCorp, reading as follows:
 1. We hereby certify that Applicant has violated the terms of the Purchase Agreement dated _____
 2. Applicant has not renewed or provided a satisfactory security deposit to Beneficiary within 10 days of expiration of the Letter Of Credit no. XXXXX, dated XXXX
- Invoice (s) in excess of the amount of this Letter Of Credit are acceptable; however payment is not to exceed the aggregate amount of this letter of credit.
- In all events the issuing bank will fund the draw of the beneficiary within 24 hours of presentment.
- The LOC will provide for the beneficiary to deliver the required documents to fund the draw by either mail or courier with the address of the issuing bank stated as the point of delivery.

Planning Consents

To be completed upon site selection

Insurance Certificates

To be completed upon site selection

Exhibit I

PARTIAL RELEASE AND CERTIFICATE OF PROGRESS PAYMENT

With reference to that certain Asset Purchase and Sale Agreement, Contract No. _____, dated _____, _____ (“Agreement”), by and between PacifiCorp (“Buyer”) and [Seller], (“Seller”).

Seller hereby certifies, represents, and warrants that, each of its contractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with Seller’s work related to the Agreement up to the date of this progress payment.

Seller further certifies, represents and warrants that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by it in connection with Seller’s work related to the Contract up to the date of this progress payment.

In consideration of \$ _____ as payment for all work relating to this progress payment, Seller hereby unconditionally remises, releases and forever discharges Buyer’s premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of Primary Contractor’s work relating to the Contract up to the date of this progress payment.

The foregoing shall not relieve Contractor of its other obligations arising from its work performed relating to the Contract, which by their nature survive completion of this portion of the work, including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____, _____.

Seller: _____

By: _____

Title: _____

Exhibit J

PARTIAL RELEASE AND CERTIFICATE OF PROGRESS PAYMENT

With reference to that certain EPC Contract, Contract No. _____, dated _____, _____, as amended, between [Company/Seller] (“Company”) and [Contractor], (“Primary Contractor”).

The Primary Contractor hereby certifies represents, and warrants that, each of its subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Contractor’s work related to the Contract up to the date of this progress payment.

Primary Contractor further certifies, represents and warrants that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by it in connection with the Contractor’s work related to the Contract up to the date of this progress payment.

In consideration of \$ _____ as payment for all work relating to this progress payment, the Primary Contractor hereby unconditionally remises, releases and forever discharges [_____] premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of Primary Contractor’s work relating to the Contract up to the date of this progress payment.

The foregoing shall not relieve Contractor of its other obligations arising from its work performed relating to the Contract, which by their nature survive completion of this portion of the work, including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____, _____.

Primary Contractor: _____

By: _____

Title: _____

Exhibit K

PARTIAL RELEASE AND CERTIFICATE OF PROGRESS PAYMENT

With reference to that certain EPC Contract, Contract No. _____, dated _____, _____, by and between [PacifiCorp/Seller] and [Contractor], (“Primary Contractor”) and related to which the undersigned party, [Subcontractor] (“Subcontractor”), has performed certain work for Primary Contractor.

Subcontractor hereby certifies, represents, and warrants that it has received full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing project and/or used in connection with its work related to the Contract up to the date of this progress payment.

Subcontractor further certifies represents, and warrants that, each of its subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Subcontractor’s work related to the Contract up to the date of this progress payment.

Subcontractor further certifies, represents and warrants that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by it in connection with the Subcontractor’s work related to the Contract up to the date of this progress payment.

In consideration of \$ _____ as payment for all work relating to this progress payment, the Subcontractor hereby unconditionally remises, releases and forever discharges [_____]’s premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of Subcontractor’s work relating to the Contract up to the date of this progress payment.

The foregoing shall not relieve Subcontractor of its other obligations arising from its work performed relating to the Contract, which by their nature survive completion of this portion of the work, including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____, _____.

Subcontractor: _____

By: _____

Title: _____

Exhibit L

PARTIAL RELEASE AND CERTIFICATE OF PROGRESS PAYMENT

With reference to that certain EPC Contract, Contract No. _____, dated _____, _____, by and between [PacifiCorp/Seller] and [Contractor], (“Primary Contractor”) and related to which the undersigned party, [Supplier] (“Supplier”), has supplied materials for Primary Contractor or subcontractors of Primary Contractor.

Supplier hereby certifies, represents, and warrants that it has received full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing project and/or used in connection with its work related to the Contract up to the date of this progress payment.

The Supplier further certifies represents, and warrants that, each of its subcontractors and materialmen has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Supplier’s work related to the Contract up to the date of this progress payment.

Supplier further certifies, represents and warrants that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by it in connection with the Supplier’s work related to the Contract up to the date of this progress payment.

In consideration of \$ _____ as payment for all work relating to this progress payment, the Supplier hereby unconditionally remises, releases and forever discharges [_____’s] premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of Supplier’s work relating to the Contract up to the date of this progress payment.

The foregoing shall not relieve Supplier of its other obligations arising from its work performed relating to the Contract, which by their nature survive completion of this portion of the work, including, without limitation, warranties, guarantees and indemnities.

Executed this ____ day of _____, _____.

Supplier: _____

By: _____

Title: _____