

## OREGON CLEAN FUELS PROGRAM CREDITS SALE AGREEMENT

This **Oregon Clean Fuels Program Credits Sale Agreement** (this “Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between PacifiCorp, an Oregon corporation (“PacifiCorp”) and \_\_\_\_\_ (“Buyer”; PacifiCorp and Buyer may be referred to individually as a “Party” and collectively as the “Parties”); with reference to the following:

WHEREAS, PacifiCorp owns Oregon Clean Fuels Program Credits (“Credits”), under the Oregon Clean Fuels Program (“CFP”), pursuant to Oregon Revised Statutes 468A.275 et seq. and Oregon administrative rules at Chapter 340, Division 253 (“CFP Rules”), as administered by the Oregon Department of Environmental Quality (“DEQ”); and

WHEREAS, PacifiCorp wishes to sell, and Buyer wishes to buy, a quantity of Credits subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Parties agree as follows:

1. Purchase and Sale. PacifiCorp agrees to sell to Buyer and Buyer agrees to purchase from PacifiCorp \_\_\_\_\_ Credits (the “Contract Quantity”) for \$ \_\_\_ per credit (“Contract Price”) for a total purchase amount of \$ \_\_\_\_\_ (“Purchase Price”).
2. Payment. Buyer agrees to pay PacifiCorp the Purchase Price by wire or automated clearinghouse (“ACH”) transfer to the account described in Attachment 1 within ten (10) business days of the Effective Date. If PacifiCorp is not in receipt of the full Purchase Price within ten (10) business days of the Effective Date, PacifiCorp may, but is not obligated to, cancel and terminate this Agreement upon notice to Buyer, with no further obligation or liability of PacifiCorp hereunder. Any amounts unpaid hereunder shall bear interest at the prime rate of interest until paid.
3. Transfer. PacifiCorp shall, within ten (10) business days after receipt of payment in full for the Credits in accordance with the terms of this Agreement, initiate the appropriate CFP credit form on the CFP online system pursuant to the CFP Rules. PacifiCorp and Buyer shall work cooperatively and do all things necessary under the CFP and CFP Rules to record and effectuate the transfer of Credits provided for under the terms of this Agreement. In no event shall either Party have any liability to the other Party for any transfer not made on account of any change to the CFP or CFP Rules, including any change that cancels the CFP or terminates the registration of Credits to PacifiCorp under the CFP.
4. Representations and Warranties. Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (ii) it has the corporate, governmental, and other legal capacity and authority to enter hereinto and to perform its obligations hereunder; (iii) its obligations hereunder are valid, binding, and enforceable in accordance with their terms, subject to bankruptcy or similar laws affecting creditors’ rights generally; (iv) it is not relying upon any representations of the other Party other than those expressly set forth in this Section 4; (v) it has entered into this Agreement

with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; (vi) it has made its trading and investment decisions based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party; (vii) it has not received from the other Party any assurances or promises regarding any financial results or benefits under this Agreement; and (viii) it is registered with the DEQ under the CFP and authorized to transact in Credits pursuant to the CFP Rules.

5. Exclusions. Other than the representations and warranties in section 4, PacifiCorp makes no, and specifically excludes all, representations, warranties or guaranties, express or implied, regarding the Credits, including merchantability or fitness for any purpose, the usability or suitability of the Credits for Buyer's intended use, any promises respecting invalidation, or whether or not the DEQ will accept or permit the Credits to be used to satisfy any of Buyer's obligations or regulatory requirements under Oregon law, including but not limited to the CFP.

6. Limitation on Damages. In no event shall either party be liable for any lost or prospective profits or any special, punitive, exemplary, consequential, incidental or indirect losses or damages, in tort, contract, or based on any other legal or equitable theory, under or in respect of this agreement, whether or not arising from such party's sole, joint or concurrent negligence and whether or not such party has been advised of the possibility of such damages.

7. Setoff. PacifiCorp may, at its election, set off any or all amounts which the Buyer owes to it, whether under this Agreement or otherwise and whether or not then due, against any or all amounts which it owes to PacifiCorp, whether under this Agreement or otherwise and whether or not then due.

8. Dodd-Frank Act. With reference to 77 Fed. Reg. 48233-35, the Parties enter hereinto with the understanding that this is a forward transaction in an environmental commodity, excluded from the definition of swap.

9. Governing Law; Jurisdiction. This Agreement is entered into in, and will be governed by and construed in accordance with the laws of, the State of Oregon. Each Party consents to the exclusive venue and jurisdiction of any state or federal court sitting in Portland, Oregon, for all actions and proceedings arising out of or relating to this agreement. In the event judicial proceedings are instituted by either Party, the prevailing Party will be entitled to award of its costs and attorneys' fees incurred in connection with such proceedings.

10. Notices. Notices will be given as follows or to such other address as may be provided by a Party from time to time in writing, and will be effective upon receipt:

PacifiCorp:  
Attn: Contract Administration  
825 NE Multnomah Street, Suite 600  
Portland, Oregon 97232  
Email: cntadmin@pacificorp.com

Notice to Buyer:

11. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and completely and fully supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. This Agreement may only be amended in a writing and signed by both Parties. This Agreement may be executed in counterparts, including by a facsimile or e-mail transmission thereof, each of which is an original and all of which taken together constitute one and the same original instrument.

12. Assignment. Neither Party will transfer or assign all or any part of this Agreement or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party.

13. No Third Party Beneficiaries. This Agreement confers no rights whatsoever upon any person other than the Parties and will not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

14. Jury Trial Waiver. THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15. Rules of Construction. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) all references to a particular entity include such entity's successors; (c) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (d) "including" means "including, without limitation" or "including, but not limited to"; (e) the words "shall" and "will" mean "must", and shall and will have equal force and effect and express an obligation; and (f) the word "or" is not necessarily exclusive. Each term hereof shall be construed simply according to its fair meaning and not strictly for or against either Party. The Parties have jointly prepared this Agreement, and no term hereof shall be construed against a Party on the ground that the Party is the author of that provision.

16. Further Assurances. Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**PACIFICORP**

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_