



**2021 Wyoming Carbon Capture, Utilization and Sequestration  
(CCUS)**

**Request for Expressions of Interest (REOI)**

**(PacifiCorp 2021 CCUS REOI)**

**ISSUED: June 29, 2021**

**DUE DATE: September 16, 2021**

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**2021 CCUS REOI Responses:**

**PacifiCorp  
2021 CCUS REOI  
Resource & Commercial Strategy  
825 NE Multnomah, Suite 600  
Portland, Oregon 97232**

**[CCUS\\_REOI@PacifiCorp.com](mailto:CCUS_REOI@PacifiCorp.com)**

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## **SECTION 1. OVERVIEW**

### **A. PURPOSE AND SCOPE OF REOI**

PacifiCorp (the “Company”) is releasing this Request for Expressions of Interest (“REOI”) to identify and engage with interested parties, including but not limited to major equipment providers; engineering, procurement and construction providers; and project facility developers (the “Respondents”) to explore the feasibility and design of a carbon capture, utilization and sequestration (“CCUS”) facility or facilities to remove carbon dioxide (“CO<sub>2</sub>”) from exhaust gases for PacifiCorp Wyoming operating coal-fueled generation facilities and subsequently utilize and/or sequester all removed CO<sub>2</sub>, as further discussed herein (the “CCUS Facility”). All PacifiCorp owned coal-fueled generating units located in Wyoming may be considered for evaluation in this REOI, with particular focus at this time to Dave Johnston Unit 4, Jim Bridger Units 3 and 4, and Wyodak generating facilities. This REOI is intended to inform a subsequent CCUS Request for Proposals (“RFP”).

Respondents should premise their response based on either i) 100% sequestration of CO<sub>2</sub> into injection wells, ii) 100% sales of CO<sub>2</sub> to potential customers regionally, or iii) partial sequestration and partial sales of CO<sub>2</sub> to potential customers regionally. Respondent submittals should include all necessary infrastructure to transport and either sequester and/or sell CO<sub>2</sub>.

Respondent submittals may also include specific components of the overall CCUS Facility (e.g. the carbon capture infrastructure or the sequestration field infrastructure); however, such responses should identify partners for the remaining overall CCUS Facility and how the business relationship with the Company would be structured, considering the Contracting Structures discussed below.

To assure that the Company supplies an adequate stream of exhaust gases over the contract term provided from Respondents, the Company may interconnect more than one exhaust gas source (more than one generating unit from a Company’s electric generating facility) to supply the interconnection point of the CCUS Facility. The Company requests that Respondents include in their submittals details regarding the potential process and viability of connecting more than one coal-fueled generating unit to a single CCUS Facility.

Respondents must also be prepared to identify and describe the proposed contracting structure with PacifiCorp, including, generally, any key provisions necessary for the Respondent in addressing the value or cost of processing all exhaust gases from each CCUS Facility being considered.

### **B. CCUS FACILITY CONTRACTING STRUCTURES**

PacifiCorp will be considering submittals assuming the following contracting structures:

#### **1. PRODUCT SALE AGREEMENT (“PSA”) PROPOSALS**

PacifiCorp will consider a Product Sale Agreement (“PSA”) agreement structure for a specified period of a minimum of 12 years and maximum of 20 years, whereby the Respondent develops the CCUS Facility, assumes responsibility for permitting, procurement, engineering, construction, ownership, and operating and maintenance of the CCUS Facility (assumes inclusion of all pre-

treatment facilities required to make the exhaust gas compatible with the Respondent's carbon capture process) and purchases or otherwise takes possession of up to 100% of the exhaust gases from specified PacifiCorp Wyoming operating coal generation facilities on a long term basis (12 to 20 years), pursuant to the terms of a PSA which will include certain performance guarantees. Respondent assumes liability for the purchase of all exhaust gas it takes ownership of, including but not limited to any current or future taxes and/or fees associated with subsequent release of the assumed exhaust gases (e.g., a tax on carbon dioxide emissions). In addition, Respondent will deliver to PacifiCorp any current or future environmental attributes and PacifiCorp shall have sole rights to make any associated environmental claims. Without limiting the foregoing, the Respondent will be responsible for obtaining all permits, rights and resources required to construct and operate the CCUS Facility.

Respondents must identify treatment of 45Q tax credits in its PSA proposal. In addition, Respondents are encouraged to propose and describe any other substantive comments or required key terms and or provisions as part of a potential PSA proposal.

## **2. BUILD TRANSFER AGREEMENT ("BTA") PROPOSALS**

PacifiCorp will consider build-transfer structures whereby the Respondent develops the CCUS Facility, assumes responsibility for engineering, procurement, and construction and then ultimately transfers the CCUS Facility to PacifiCorp upon or before the operation date, all pursuant to the terms of a BTA. The Respondent will be responsible for all aspects of the development and construction of the CCUS Facility, including, but not limited to, permitting, design, engineering, equipment supply and procurement, development, construction, commissioning, performance testing and all related costs up to achieving commercial operation in conformance with provided PacifiCorp specifications. Without limiting the foregoing, the Respondent will be responsible for obtaining all permits, rights and resources required to construct and provide an operational CCUS Facility consistent with the Respondent's submittal.

Respondents are encouraged to propose and describe any substantive comments or required key terms and or provisions as part of a potential BTA proposal.

## **3. OTHER TRANSACTION STRUCTURE PROPOSALS**

If Respondents opt to propose other transaction structures, such proposals should be specifically consistent with PacifiCorp's needs and parameters as outlined in this REOI, and adequately detailed such that they can be evaluated along with any PSA or BTA proposals.

# **SECTION 2. GENERAL INFORMATION AND LOGISTICS**

## **A. SCHEDULE**

The proposed 2021 REOI schedule is shown below.

<b>Milestone</b>	<b>Date</b>	<b>Day</b>
Issuance of Request for Expressions of Interest	06/29/2021	Tuesday
Pre-Submittal Respondent Workshop	08/03/2021	Tuesday
Respondent Submittals, with REOI Input Form, Due Date	09/16/2021	Thursday
Respondent Meetings Commence	09/30/2021	Thursday
Respondent Meetings End	10/29/2021	Friday
REOI Respondents Open Meeting to Discuss PacifiCorp's Intent to Pursue an RFP	12/07/2021	Tuesday

The proposed schedule above is subject to change. Actual dates may vary for reasons that include, but are not limited to, availability of key personnel, due diligence, and the evaluation of any issues unique to any Respondent submittal, Respondent, or project. PacifiCorp is not responsible for any costs or damages to Respondents alleged to be attributable to changes in the REOI schedule stated above. PacifiCorp is not obligated to develop a shortlist of Respondents, to make any type or form of a final selection, or to initiate or complete any negotiations of any form.

#### **B. 2021 REOI PRE-SUBMITTAL RESPONDENT WORKSHOP**

PacifiCorp will host a Pre-Submittal REOI Respondent Workshop (a webinar) prior to the REOI submittal due date. This Respondent Workshop will be an open discussion to address any questions from prospective Respondents regarding the information being requested by submittal due date. Prospective Respondents are encouraged to provide the full entity names, and individuals names and emails to the communication address listed below in Section C of those intending to participate in this workshop.

The REOI Pre-Submittal Respondent Workshop will be held on **Tuesday, August 3, 2021, at 10:00 a.m. Pacific Prevailing Time.**

Location: Microsoft Teams Meeting (Details provided on PacifiCorp RFP webpage)

#### **C. RESPONDENT'S PARTICIPATION IN REOI Q&A PROCESS**

Prospective REOI Respondents may submit questions related to preparation of their Executive Summary and REOI Respondent Input Form. PacifiCorp will respond in a timely fashion. All Q&As will be made available (without indication of source Respondent) on PacifiCorp's public website through the REOI submittal) due date.

Email - Communications with PacifiCorp can be emailed directly at the following email address:

PacifiCorp at: CCUS\_REOI@PacifiCorp.com

#### **D. SUBMISSION OF RESPONDENT SUBMITTALS**

Respondent's Submittal must be in the form of an a) Executive Summary (see Section 3. A; preferably in Word form), and b) fully completed REOI Respondent Input Form (Appendix C). An electronic submittal via email is preferred. Respondents can also send an identical submittal to the following address:

PacifiCorp 2021 REOI  
Attention: Resource & Commercial Strategy  
825 NE Multnomah, Suite 600  
Portland, Oregon 97232

The electronic submittal email should be sent to:

PacifiCorp at: CCUS\_REOI@PacifiCorp.com

**REOI Respondent submittals will be accepted until 5:00 p.m. Pacific Prevailing Time on Thursday, September 16, 2021.**

#### **E. MINIMUM ELIGIBILITY REQUIREMENTS FOR RESPONDENTS**

Respondents may not be considered for participation in this REOI process if any of the Respondent requirements outlined in this REOI are not met to the satisfaction of PacifiCorp, as determined in its sole discretion.

### **SECTION 3. REOI CONTENT AND RESPONDENT SUBMITTAL INSTRUCTIONS**

This section outlines the content and format requirements for all respondent submittals.

#### **GENERAL ORGANIZATION OF THE RESPONDENT SUBMITTAL**

##### **A. Executive Summary (preferably in Word format)**

All submittals should contain the following information and, to facilitate timely evaluation, should be organized as indicated below.

Section 1 - Summary of Submittal

Section 2 - Resource Description, including the following:

- Timing of respondent's proposed feasibility study and stakeholder engagements,
- Technical solutions for CO<sub>2</sub> capture and associated emissions reductions,
- Ancillary technical benefits of proposed system,
- Potential and/or existing partnerships – oil field operators / technology / processors,
- Detailed sequence of activities, and
- Description of proposed timing and commercial structure of future phases of work, if pursued.

Section 3 – Description of Proposed Contracting Structure(s) (see Sections 1.B. CCUS Facility Contracting Structures)

- Section 4 - Respondent's Experience and Qualifications, including the following:
- Benefits and experience of proposed technology and project team,
  - State of Wyoming relationships and support, and
  - Federal relationships and support.
- Section 5 - Respondent Company Information, including the following:
- Legal name and address of respondent,
  - Contact name, telephone number, cell phone number, and email address, and
  - Financial viability of Respondent (further discussed below).
- Section 6 - Questions Respondent requests for PacifiCorp to address for meeting with Respondent.

**B. Completed REOI Input Form (Appendix C, in the file format provided)**

## **SECTION 4. REOI INPUT FORM REVIEW AND CONSIDERATIONS**

PacifiCorp will evaluate REOI Input Forms based on the following:

- Respondent's experience in developing and/or operating carbon capture, utilization and sequestration facilities, knowledge of the requirements of receiving applicable tax credits (e.g., 45Q), and a Respondent's explanation of the necessary steps and technical considerations likely required to begin construction on a proposed CCUS Facility by January 1, 2026 (IRS Code 45Q).
- Respondent's experience in developing and operating an active CO<sub>2</sub> injection well field, including experience in:
  - Leasing or procuring land (both surface and mineral rights) for CO<sub>2</sub> injection;
  - Developing and understanding the viability of a CO<sub>2</sub> injection well program, including internal or partnered experience in reviewing:
    - Geological, geotechnical, and seismic data to determine the appropriate formations (considering permeability, porosity, etc.) for a CO<sub>2</sub> injection program and the CO<sub>2</sub> injection potential over time of land and mineral rights procured;
    - Internal or partner experience in drilling and managing an injection well program, including well bore design and reservoir engineering support.
- Respondent's experience in evaluating potential oil and gas counterparties who would purchase CO<sub>2</sub> as a tertiary recovery driven mechanism. Respondents should include a breakdown of underlying required offsite infrastructure investments (e.g. CO<sub>2</sub> pipelines) and anticipated commitments from oil and gas counterparty both in term and annual purchases to assure investment viability.



Following receipt and review of each REOI submittal the PacifiCorp REOI team will make itself available for direct, one-on-one meetings with each Respondent according to the timelines indicated in the Schedule, Section 2. A. These will be informational meetings allowing private discussions with each Respondent and aimed at addressing any outstanding questions or requests for clarifications as they pertain to this REOI issuance and or the Respondent's submittal. Scheduling of these direct meetings will commence after the REOI submittal due date.

## **SECTION 5. CONFIDENTIALITY**

REOI Respondents may elect to execute a confidentiality agreement in the form provided in **Appendix D - Confidentiality Agreement** prior to Respondent submitting a completed REOI Input Form.

## **SECTION 6. PACIFICORP'S RESERVATION OF RIGHTS AND DISCLAIMERS**

PacifiCorp reserves the right, without limitation or qualification and in its sole discretion, to reject any or all such Respondent proposals or submittals for continuing review and consideration as part of this REOI process, and to terminate or suspend this REOI in whole or in part at any time. Without limiting the foregoing, PacifiCorp reserves the right to reject as non-responsive any or all Respondent proposals or submittals for failure to meet any requirement of this REOI. PacifiCorp further reserves the right without qualification and in its sole discretion to decline to enter into any agreement with any Respondent for any reason, including, but not limited to, change in regulations or regulatory requirements that impact PacifiCorp, and any evidence of collusive bidding or other anticompetitive behavior or conduct of Respondents.

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

## APPENDIX A - DESCRIPTION OF PACIFICORP FOCUSED COAL RESOURCES FOR CCUS

Detailed information is provided below for Dave Johnston Unit 4, Wyodak, and Jim Bridger Units 3 and 4 generating facilities. Upon request of REOI Respondent, PacifiCorp can provide information on other PacifiCorp Wyoming coal units.

### DAVE JOHNSON COAL GENERATION FACILITY UNIT 4



#### Generating Facility Description

Dave Johnston Unit 4 is a coal-fueled generating unit with a net dependable capacity of 330 megawatts located near Glenrock, Wyoming in Converse County. The unit was commissioned in 1972 and the current established depreciable life for ratemaking purposes is 2027. The Dave Johnston plant site consists of about 2,500 acres, with an additional 14,700 acres owned adjacent to the plant at an elevation of 4,950 feet above sea level. PacifiCorp is the sole owner and operator of the Dave Johnston generating facility including the land, equipment and infrastructure.

Unit 4 is equipped with a tangentially-fired Combustion Engineering steam generator with low-nitrogen oxide (“NO<sub>x</sub>”) burners (“LNB”) and over-fired air (“OFA”) for NO<sub>x</sub> control, and is designed to burn sub-bituminous coal from the local area or from the Powder River Basin. The unit is also equipped with a General Electric tandem-compound, two-casing, two-flow condensing, single-reheat turbine. Main steam conditions for the unit are 1,800 pounds per square inch gauge (“psig”), 1,000 degrees Fahrenheit (“°F”) superheat, and 1,000 °F reheat. The General Electric generator has a water-cooled stator and hydrogen cooled rotor. Unit 4 is equipped with a dry scrubber and baghouse to reduce sulfur dioxide (“SO<sub>2</sub>”) and particulate matter exhaust gas, and

uses activated carbon injection (“ACI”) and calcium bromide or potassium iodide for mercury emissions control.

<b>Dave Johnston Unit 4</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
CO <sub>2</sub> Emissions (short tons)	2,673,598	2,258,266	2,553,034	2,615,834	2,317,860
Gross Generation (MWh)	2,483,174	2,056,566	2,297,091	2,316,919	2,029,111

CO<sub>2</sub> emissions and gross generation are from the Clean Air Markets Acid Rain Program database.

## WYODAK COAL GENERATION FACILITY



### Generating Facility Description

Wyodak is a one unit coal-fueled generating facility with a net dependable capacity of 335 megawatts located near Gillette, Wyoming in Campbell County. The unit was commissioned in 1978 and the currently established depreciable life for ratemaking purposes is 2039. The Wyodak plant site consists of about 35 acres at an elevation of 4,400 feet above sea level. PacifiCorp (80% equity) is a joint owner with Black Hills Energy (20% equity) and is the operator of the Wyodak generating facility.

The plant is equipped with a Babcock & Wilcox opposed wall-fired steam generator with LNB and dual zone OFA ports for NO<sub>x</sub> control and is designed to burn sub-bituminous coal supplied from the Wyodak Resources Mine. The unit is also equipped with a General Electric tandem-compound, two-casing, two-flow condensing, single-reheat turbine. Main steam conditions for the unit are 1,800 psig, 1,000 °F superheat, and 1,000 °F reheat. The General Electric generator has a water-cooled stator and hydrogen cooled rotor. Wyodak is equipped with a dry scrubber and baghouse to reduce SO<sub>2</sub> and particulate matter exhaust gases, and uses powder ACI and calcium bromide for mercury emission control.

Wyodak	2016	2017	2018	2019	2020
CO <sub>2</sub> Emissions (short tons)	2,688,266	3,380,149	2,988,233	2,449,066	2,338,068
Gross Generation (MWh)	2,316,865	2,901,325	2,575,909	2,122,348	2,010,443

CO<sub>2</sub> emissions and gross generation are from the Clean Air Markets Acid Rain Program database.

## JIM BRIDGER COAL GENERATION FACILITY UNITS 3 and 4



### Generating Facility Description

Jim Bridger Units 3 and 4 are coal-fueled generating units rated with a net dependable capacity of 523 MW and 526 MW, respectively, located near Rock Springs, Wyoming in Sweetwater County. The units were commissioned in 1976 and 1979 respectively, and both units currently have an established depreciable life of 2037. The overall Jim Bridger plant site consists of about 275 acres, including 20 acres directly north of Unit 4, with an additional 130 acres owned adjacent to the plant at an elevation of 6,700 feet above sea level. PacifiCorp (66.67% equity) is a joint owner with Idaho Power (33.33% equity) and is the operator of the Jim Bridger generating facility.

Jim Bridger Units 3 and 4 are each equipped with a tangentially-fired Combustion Engineering steam generator with LNB, OFA, and selective catalytic reduction systems for NO<sub>x</sub> control and are designed to burn sub-bituminous coal from either the Bridger Coal Company or Black Butte mine. The units are also equipped with General Electric tandem-compound, two-casing, two-flow condensing, single-reheat turbines. Steam conditions for each generating unit are 2,400 psig, 1,000 °F superheat, and 1,000 °F reheat. The units are equipped with wet sodium-based reagent flue gas desulfurization (“FGD”) scrubbers and electrostatic precipitators to reduce SO<sub>2</sub> and particulate matter exhaust gases, and use ACI and calcium bromide or potassium iodide as well as a FGD re-emission additive for mercury emissions control.

Jim Bridger Unit 3	2016	2017	2018	2019	2020
CO <sub>2</sub> Emissions (short tons)	2,900,368	3,478,833	3,335,422	3,071,629	2,942,610
Gross Generation (MWh)	2,869,464	3,314,263	3,232,626	2,928,327	2,623,130

<b>Jim Bridger Unit 4</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
CO <sub>2</sub> Emissions (short tons)	3,016,617	3,469,649	3,166,741	3,355,650	3,071,022
Gross Generation (MWh)	2,740,617	3,364,727	3,143,568	3,291,096	2,811,493

CO<sub>2</sub> emissions and gross generation are from the Clean Air Markets Acid Rain Program database.

## **APPENDIX C - REOI RESPONDENT INPUT FORM**

*Provided as a separate Excel spreadsheet file.*

# APPENDIX D - REOI CONFIDENTIALITY AGREEMENT

## MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“**Agreement**”) is dated \_\_\_\_\_ (the “**Effective Date**”) and is between PacifiCorp, an Oregon corporation with business address 825 NE Multnomah, Suite 2000, Portland, Oregon, 97232 (“**PacifiCorp**” or the “**Company**”), and \_\_\_\_\_ (“**Counterparty**”); with business address \_\_\_\_\_ (“**Counterparty**”); each a “**Party**” or together the “**Parties**”.

### RECITALS

#### WHEREAS:

A. PacifiCorp has requested or solicited responses for any of the following: information, expressions of interest, proposals, bids, etc. regarding evaluation or implementation of carbon capture, utilization, and sequestration (“**CCUS**”) at PacifiCorp facilities.

B. Counterparty has responded or desires to respond to PacifiCorp’s solicitation and either has or will submit information, expressions of interest, proposals, bids, etc. to PacifiCorp.

C. Parties are exploring or may explore possible business transactions and work involving CCUS evaluation and implementation (“**Potential Transactions**” or “**Work**”), for which Parties may disclose information to one another, which is considered by either Party to be private, secret, proprietary, restricted, confidential, highly confidential, or otherwise protected (collectively, “**Confidential Information**”).

D. The Parties desire to protect their respective Confidential Information with regards to all Potential Transactions and Work.

The Parties therefore agree as follows:

### AGREEMENT

#### 1. Confidential Information.

(a) The term “Confidential Information” is hereby further defined to mean any oral, written, or electronic information which is made available to a Party or one of its Representatives (a “**Receiving Party**”) by another Party or one of its Representatives (a “**Disclosing Party**”) on or after the Effective Date, regardless of the manner in which the information is furnished. Confidential Information may also include any the following: data, materials, products, technical information, models, modeling results, business plans, compilations, evaluations, analyses, calculations, financial information or any other information developed or prepared by a Disclosing Party or its Representatives, which are clearly and conspicuously marked as CONFIDENTIAL. The



term “**Representative**” includes but is not limited to a Party’s employees, officers, partners, advisors, counsel, agents, associates, affiliates, etc. Each Party shall require their Representatives, including subcontractors of any tier, to adhere to the requirements of this Agreement, unless this requirement is expressly waived by the other Party.

(b) Notwithstanding anything in Section 1 to the contrary, the term “Confidential Information” does not include any information which: (i) is generally available to and known by the public at the time of disclosure by a Disclosing Party (other than as a result of a disclosure made directly or indirectly by a Receiving Party or its Representatives); (ii) was available to a Receiving Party or its Representatives through legal means on a non-confidential basis from a source other than a Disclosing Party (provided that such source is not or was not, to Receiving Party’s knowledge, bound by any other confidentiality agreement with the Disclosing Party or its Representatives or, to Receiving Party’s knowledge, had any other duty of confidentiality to a Disclosing Party or its Representatives known to the Receiving Party); or (iii) information which is already known to the Receiving Party or has been independently acquired or developed by a Receiving Party without reliance on Disclosing Party’s Confidential Information, and without violating any of Receiving Party’s obligations under this Agreement.

## 2. Confidentiality and Disclosure.

(a) Confidential Information will be kept confidential by each Receiving Party and each Receiving Party must protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as Receiving Party uses to protect its own confidential information of a like value and nature.

(b) A Receiving Party may disclose Confidential Information to Receiving Party’s Representatives (which will cause the Representative to become a Receiving Party) who need to know the information for the purpose of analysis or performing an obligation related to the Potential Transactions or Work. Notwithstanding the foregoing, the Receiving Party and its Representatives must not disclose Confidential Information to any Representative without: (i) informing the Representative of the confidential nature of the Confidential Information; and (ii) if specifically required by Disclosing Party, securing an agreement with the Representative to an equal confidentiality obligation. The Receiving Party remains responsible for any breach by Receiving Party or Receiving Party’s Representative.

(c) In the event that a Receiving Party or one of its Representatives becomes legally compelled (by law, rule, regulation, order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the compelled Receiving Party shall provide the Disclosing Party with prompt written notice of the disclosure requirement, to the extent legally permitted, so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. In the event that such protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party, which was compelled to disclose, shall: (i) furnish only that portion of the Confidential Information which, as determined by Receiving Party, is legally required to be furnished; and (ii) exercise reasonable efforts to cooperate with the Disclosing Party at the Disclosing Party’s expense to the extent permitted by applicable law with respect to obtaining assurances that confidential treatment will be accorded the Confidential Information which was compelled to be disclosed.

(d) Notwithstanding any of the foregoing, the Parties acknowledge that PacifiCorp is required by law or regulation to report certain information that could include or embody Confidential Information from time to time and may do so from time to time without providing prior notice to Counterparty. Such reports include models, filings, and reports of PacifiCorp's net power costs, general rate case filings, power cost adjustment mechanisms, FERC-required reporting such as those made on FERC Form 1, Form 12, or Form 714, market power and market monitoring reports, annual state reports that include resources and loads, integrated resource planning reports, environmental compliance-related reports, reports to entities such as the North American Electric Reliability Corporation, Western Electricity Coordinating Council, Pacific Northwest Utility Coordinating Committee, Western Regional Generation Information System, or similar or successor organizations, or similar or successor forms, filings, or reports, the specific names of which may vary by jurisdiction, along with supporting documentation. Additionally, in regulatory proceedings in all state and federal jurisdictions in which it does business, PacifiCorp will from time to time be required to produce Confidential Information, and may do so without prior notice, and will use its business judgment in its compliance with all of the foregoing and will determine the appropriate level of confidentiality it seeks for such disclosures.

(e) Counterparty expressly acknowledges that upon the establishment of a docket or proceeding relating to Confidential Information before any public service commission, public utility commission, or other agency having jurisdiction over PacifiCorp, PacifiCorp's obligations to Disclosing Party with respect to the Confidential Information will be governed by the rules and procedures governing that docket and not solely by this Agreement.

(f) PacifiCorp expressly reserves the right to disclose Confidential Information to its parent company, Berkshire Hathaway Energy, and affiliate companies that share PacifiCorp's parent company. Such disclosures will cause those affiliate companies to become Representatives and by extension, Receiving Parties under this Agreement. For such disclosures, PacifiCorp will use reasonable business judgement, maintain the appropriate level of confidentiality, and provide notification to Counterparty prior to making such disclosures.

### 3. Return and Warranty.

(a) Upon request from a Disclosing Party, each Receiving Party must promptly return or destroy, at Receiving Party's option, all copies, and forms of Confidential Information in each Receiving Party's possession. Upon notice that the Disclosing Party requests the return or destruction of its Confidential Information, the Receiving Party shall not be permitted to use that Confidential Information for any purpose.

(b) With respect to any information, including but not limited to the Confidential Information, which a Party furnishes or otherwise discloses to another Party for the purpose of evaluating a Potential Transaction or Work, both Parties hereby acknowledge that the Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness of that information for any particular purpose. It is further acknowledged that no Party or its Representatives will have any liability or responsibility to another Party or to any other person or entity resulting from the use of any information furnished or otherwise provided pursuant to this Agreement.

4. Conduct of Process. Neither PacifiCorp nor Counterparty is under any obligation to proceed with Potential Transactions or Work, and each party is free to elect not to consummate further agreements or to furnish or receive information. Nothing contained in this Agreement will prevent PacifiCorp from negotiating with or entering into a definitive agreement with any other person or entity without prior notice to Counterparty. Until PacifiCorp and Counterparty enter into a definitive agreement, no contract or agreement or other investment or relationship is deemed to exist between them as a result of this Agreement, the issuance of a term sheet, the issuance, receipt, review or analysis of information, the negotiation of definitive documentation, or otherwise, and none of the foregoing may be relied upon as the basis for an implied contract or a contract by estoppel.

5. Intellectual Property Rights. Nothing contained in this Agreement shall be construed as or imply any right granted to either Party with respect to ownership or use of intellectual property of either Party (whether or not copyrighted, trademarked, patented, protected via trade secret, or any other form of intellectual property protection). All intellectual property of each Party will remain the sole property of that Party. All disclosed Confidential Information, whether intellectual property or otherwise, will remain the sole property of the Disclosing Party.

6. Costs and Expenses. Except as otherwise provided in any other written agreement between the parties, the parties will bear their own costs and expenses, including without limitation, fees of counsel, accountants and other consultants and advisors for all matters relating to Potential Transactions and Work.

7. Amendment; Waiver; Assignment.

(a) This Agreement constitutes the entire agreement of the Parties relating to CCUS, Potential Transactions, and Work. This Agreement supersedes and replaces all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter of this Agreement, including CCUS, Potential Transactions, and Work. No provision in this Agreement may be waived or amended except by written consent of PacifiCorp and Counterparty. No failure or delay by either Party in exercising any right, power or privilege preclude any other or further exercise thereof.

(b) This Agreement may be executed in counterparts, each of which will be considered an original, and all of which, taken together, will constitute one and the same agreement. Signatures transmitted electronically will be binding upon the Parties hereto with the same force and effect as original signatures.

(c) Neither Party may assign or otherwise transfer its rights or delegate its duties under this Agreement without prior written consent of the other Party; any attempt to do so without consent is void.

8. Term and Termination. This Agreement will expire on the earlier of: (i) two (2) years from the date of this Agreement, or (ii) the date upon which either Party terminates this Agreement by written notice to the other Party; provided, however, such termination shall not affect any obligation with respect to Confidential Information received by the Parties prior to such termination, which obligation shall continue indefinitely.

9. Remedies.

(a) Parties are entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity, due to breach from the other Party. No failure or delay by a party in exercising any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise or waiver of a right, power or privilege preclude any other or further exercise thereof.

(b) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE 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. SUCH WAIVERS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(c) NEITHER PARTY WILL BE LIABLE IN AN ACTION INITIATED BY ONE AGAINST THE OTHER FOR SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF PRODUCTION, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT, BUSINESS INTERRUPTIONS, LOSS OF USE, COST OF MONEY, LOSS OF SERVICES OF EMPLOYEES, LOSS OF REPUTATION OR LOSS OF FINANCING, HOWEVER SAME MAY BE CAUSED.

10. Venue and Choice of Law.

(a) This Agreement is governed by the laws of the State of Oregon. Any suit, action or proceeding arising from this Agreement, or the interpretation, performance or breach hereof, will be instituted in any State or Federal Court in Multnomah County, Oregon (the “**Acceptable Forums**”).

(b) Each party expressly acknowledges that the Acceptable Forums are convenient to it, and each party irrevocably submits to the jurisdiction of the Acceptable Forums, and waives any and all objections to jurisdiction or venue that it may have any such suit, action or proceeding.

11. Notice.

(a) Notices under this Agreement must be in writing and are effective upon delivery. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other Party at the address shown below:

If to PacifiCorp:

If to Counterparty:

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

(b) Either Party may change its address for notices by written notice to the other Party in accordance with this Agreement.

The Parties signed and executed this MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT on date in the introductory clause.

PACIFICORP  
an Oregon corporation

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_