

APPENDIX D-1

FORM OF LETTER OF CREDIT

STANDBY LETTER OF CREDIT

Date: _____

Amount: US\$[_____]

Letter of Credit No. _____

Beneficiary: PacifiCorp
825 N.E. Multnomah
Suite 600
Portland, OR 97232
Attention: Credit Manager

Ladies and Gentlemen:

We hereby issue in your favor this irrevocable letter of credit ("Letter of Credit") for the account of _____ (the "Applicant") for _____ US Dollars (US\$_____) available by your drafts at sight drawn on [Issuing Bank] effective _____ and expiring on _____ (the "Initial Expiration Date"). The expiration date of this Letter of Credit is automatically extended for successive one (1) year periods unless we provide you written notice by overnight courier to the address above not less than sixty (60) days before its then-current expiration date that we elect not to automatically extend the expiration date of this Letter of Credit.

We hereby undertake to promptly honor your drawings presented in compliance with this Letter of Credit. Funds under this Letter of Credit are available against your drafts in the form of Annex 1, presented at our office located at [Issuing Bank's address must be in US] and accompanied by a certificate in the form of Annex 2 purportedly signed by your authorized representative. These may be presented by physical delivery or by facsimile, e-mail or other electronic transmission, provided that any presentation by facsimile, e-mail or other electronic transmission (a) shall not be effective until your purportedly authorized representative confirms by telephone our receipt of such presentation by calling us at [issuer to insert telephone number] and (b) shall be followed by physical delivery of documents within one (1) business day. If this Letter of Credit has been presented by facsimile, e-mail or other electronic transmission, this facsimile, e-mail or other electronic transmission copy shall be the operative instrument until such time as the original is received. Partial drawings and multiple drawings are permitted, aggregating up to the amount of this Letter of Credit. In the event of any partial drawing, we will, promptly following physical presentation thereof, return the original Letter of Credit and all amendments to you.

We hereby engage with you that all documents presented in compliance with the terms of this Letter of Credit will be duly honored if presented for payment on or before the expiry date, as

extended from time to time in accordance with the terms of this Letter of Credit. Our obligation under this Letter of Credit is in no way contingent upon reimbursement from the Applicant.

This Letter of Credit is subject to the provisions, to the extent such provisions are not inconsistent with this Letter of Credit, of the International Chamber of Commerce International Standby Practices (ICC publication no. 590, 1998) ("ISP98") with regard to all matters not provided for herein, and, to the extent not inconsistent with ISP98, this Letter of Credit shall be governed by and interpreted in accordance with the laws of the State of New York.

In the event of any non-conforming presentation, we shall immediately notify you by telefacsimile to [Beneficiary to insert fax number] or by e-mail to [Beneficiary to insert e-mail address] that the presentation has been rejected, which notice shall indicate the reasons for dishonoring such presentation and shall, to the extent that you physically presented such documents, return to you the documents presented. You may thereafter present documents and receive payment hereunder by a conforming presentation.

If we receive a conforming presentation not later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 3:00 p.m. New York time on the business day following the date of such presentation. If we receive a conforming presentation later than 11:00 a.m., New York time, on any business day we will honor such presentation not later than 11:00 a.m., New York time, on the second business day following the date of such presentation. We will make all payments made under this Letter of Credit by wire transfer in immediately available United States dollars to your bank account indicated.

All costs, fees and charges related to this Letter of Credit shall be for the account of Applicant.

This Letter of Credit may not be amended, changed or modified without our express written consent and the consent of the Beneficiary.

Upon our receipt of an indemnity letter acceptable to us signed by your purportedly authorized representative certifying that the original of this Letter of Credit has been lost, stolen, mutilated or destroyed, we will promptly issue to you a certified true copy of this Letter of Credit which shall constitute an original Letter of Credit for all purposes hereof.

Very truly yours
[Issuing Bank]

Authorized Signer

Authorized Signer

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 1

FORM OF SIGHT DRAFT

[Insert date of sight draft]

To: *[Issuing Bank's name and address]*

For the value received, pay to the order of _____ by wire transfer of immediately available funds to the following account:

[name of account]

[account number]

[name and address of bank at which account is maintained]

[aba number]

[reference]

The following amount:

[insert number of dollars in writing] United States Dollars
(US\$ *[insert number of dollars in figures]*)

Drawn upon your irrevocable letter of credit No. *[irrevocable standby letter of credit number]*
dated *[effective date]*

[Beneficiary]

By: _____

Name: _____

Title: _____

This is an integral part of letter of credit number: *[irrevocable standby letter of credit number]*

ANNEX 2

FORM OF CERTIFICATE

[Insert date of certificate]

To: *[issuing bank's name and address]*

PacifiCorp (the "Beneficiary") is drawing the funds requested under this draft based on the below specified draw condition:

[check appropriate draw condition]

☐ Pursuant to an agreement by and between Beneficiary and Applicant or by and between Beneficiary and an affiliate of Applicant, Beneficiary is entitled to draw the funds requested.

Or

☐ Applicant has failed to renew or replace this Letter of Credit and less than (30) days remain prior to its expiration date, which entitles Applicant to draw the entire remaining undrawn amount of this Letter of Credit.

PacifiCorp

By: _____

Name: _____

Title: _____