

Exhibit A

ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the "Agreement") is made and entered into as of the 28th day of March, 2013 by and between Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation ("Rocky Mountain Power"), and Blanding City, Utah, a Utah municipal corporation (the "City").

A. Rocky Mountain Power is engaged in the business of generating, transmitting and distributing electric energy and in connection therewith owns certain distribution facilities, as more fully described on Schedule "1" attached hereto and by this reference made a part of this Agreement (the "Assets").

B. Pursuant to the mutual agreement of Rocky Mountain Power and the City, the Assets are being transferred to the City pursuant to the terms and conditions of this Agreement.

C. The City and Rocky Mountain Power hereby understand and agree that the customers listed on Schedule "2" attached hereto and by reference made a part of this Agreement (herein, the "Customers") were previously being provided retail electric service by Rocky Mountain Power under terms of a load service requirements agreement with the City, but following the close of this transaction will receive retail electric service from the City.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

ARTICLE 1

TRANSFERRED ASSETS

1.1 Transferred Assets. On the terms and subject to the conditions contained in this Agreement, the City shall reimburse Rocky Mountain Power for the transfer of its Assets as described with particularity on Schedule "1" attached hereto and by this reference made a part of this Agreement. Expressly excluded from this transaction is the revenue from the Customers due to Rocky Mountain Power that is earned prior to the transfer of assets, whether billed or not billed, and shall remain a receivable of the Rocky Mountain Power, and the rights to said revenue is not transferred to the City by this Agreement.

1.2 Asset Value. The parties have agreed that the value of the Assets is \$25,000 for the Assets described on Schedule "1" (the "Asset Value").

ARTICLE 2.

CLOSING

2.1 Closing. This transaction shall close on or before July 1, 2013, at the offices of Rocky Mountain Power in Salt Lake City, Utah, unless otherwise agreed to by the parties (the

“Closing Date”). At the closing and subject to the terms and conditions hereof, the following shall occur:

2.1.1 Deliveries by Rocky Mountain Power. Rocky Mountain Power shall, upon the City’s request, deliver to the City such instruments of transfer and conveyance properly executed and acknowledged by Rocky Mountain Power in customary form mutually agreed to by Rocky Mountain Power and the City necessary to transfer to and vest in the City all of Rocky Mountain Power’s right, title and interest in and to the Assets.

2.1.2 Deliveries by City.

(a) City shall deliver to Rocky Mountain Power the Asset Value in immediately available funds, by way of wire transfer to an account designated by Rocky Mountain Power, unless otherwise agreed to by the parties.

(b) City shall deliver to Rocky Mountain Power a duly executed Utah exemption certificate form TC-721.

2.2 Prorations. Items of expense and income (if any) affecting the Assets and the assumed liabilities that are customarily pro-rated, including, without limitation, real and personal property taxes, utility charges, charges arising under leases, insurance premiums, and the like, shall be pro-rated between Rocky Mountain Power and the City as of closing.

ARTICLE 3.

TRANSFER OF THE ASSETS AND CUSTOMERS

3.1 Transfer of Assets. Within 30 days after execution of this Agreement, Rocky Mountain Power and the City will work in good faith to identify and coordinate logistical and operational considerations related to transfer of the Assets. The parties agree that the transfer of the Assets shall be completed within 60 days after the Closing Date unless otherwise agreed upon by the parties.

3.2 Transfer of Customers. Rocky Mountain Power will coordinate with the City the transfer of the Customers. When the Customers are transferred from Rocky Mountain Power’s system, Rocky Mountain Power will read the meter and issue a final billing to the Customers. The City will have the responsibility to assume service to the Customers and begin billing. The City will be responsible for the continued maintenance and reliable provision of retail electric service to the Customers immediately after Rocky Mountain Power has transferred the Customers to the City.

3.3 Cost Verification and True-up.

3.3.1 Error in Asset Identification. The parties acknowledge that as the Assets are physically transferred and verified against the Asset description provided in Schedule 1, either party may identify an error in the classification or description of an Asset. In the event an error is identified, the party identifying

the error will give written notice to the other party with the correct description of the Asset. After receiving such notice, the parties agree to work in good faith to resolve the discrepancy.

3.3.2 Replacement of Assets. In the event Rocky Mountain Power replaces any of the Assets listed in Schedule 1 after the execution of this Agreement because of a failure of or damage to that Asset, the City will be responsible to reimburse Rocky Mountain Power for the value of the new or replaced Asset. In such event, Rocky Mountain Power will provide to the City a list of those Assets that were replaced together with a revised Asset Value. The City shall pay to Rocky Mountain Power the amount of the revised Asset Valuation within 30 days after the date of receipt.

3.4 Termination of Load Services Agreement. At such time as the Assets and Customers are transferred pursuant to this Agreement, the load service requirements contract between the parties shall be terminated.

ARTICLE 4

MISCELLANEOUS

4.1 Assignment; Binding Effect; Survival. The rights under this Agreement shall not be assignable or transferable nor the duties delegable by the City or Rocky Mountain Power without the prior written consent of the other. No provision contained in this Agreement shall be construed to give any third person any claim, action, or right of subrogation against any party hereto. Except as may be otherwise expressly set forth in this Agreement, any representations and covenants that are contained in this Agreement shall survive the Closing Date.

4.2 Captions; Counterparts. Captions and paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used in construing it. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.3 Entirety of Agreement; Amendments. This Agreement (including the Schedules hereto) contains the entire understanding between the parties concerning the subject matter of this Agreement, and it supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by an agreement in writing signed by each of the parties hereto.

4.4 Notices. All notices, requests, demands, waivers, consents and other communications hereunder shall be in writing, shall be delivered either in person, by overnight air courier or by mail, and shall be deemed to have been duly given and to have become effective, as follows: (a) upon receipt if delivered in person; (b) one (1) business day after having been delivered to an air courier for overnight delivery; or (c) three (3) business days after having been deposited in the U.S. mail as certified or registered mail, return receipt requested, all fees prepaid, directed to the parties or their permitted assignees at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to Rocky Mountain Power, addressed to:

Rocky Mountain Power
Attn: Senior Vice President and General Counsel
201 South Main Street, Suite 2400
Salt Lake City, Utah 84111

If to the City, addressed to:

Mr. Jeremy Redd
Blanding City Administrator
50 West 100 South
Blanding City, Utah 84511

4.5 Indemnification.

4.5.1 Subject to, and without in any way limiting or diminishing, any other covenants, warranties, representations, or agreements that are contained herein or the rights or remedies available to the City or Rocky Mountain Power for the breach hereof, the City shall indemnify and hold Rocky Mountain Power harmless against and in respect of the following:

(a) Any and all liabilities, demands, claims or suits against Rocky Mountain Power arising out of the inaccuracy or breach of any representation, covenant, or warranty made by the City in this Agreement.

(b) Any and all liabilities, demands, claims or suits against Rocky Mountain Power resulting or arising, directly or indirectly, from the City's negligent, intentional or illegal acts or omissions that are or were in breach of any duty or obligation the City owed to Rocky Mountain Power, or any third party, whether such duties arise under this Agreement, by contract, at law or in equity.

(c) Any and all liabilities, demands, claims or suits against Rocky Mountain Power resulting or arising directly or indirectly from the Assets after the Closing Date.

4.5.2 Subject to, and without in any way limiting or diminishing, the other covenants, warranties, representations, or agreements herein contained or the rights or remedies available to the City for the breach hereof, Rocky Mountain Power shall indemnify and hold the City and Company harmless against and in respect of the following:

a) Any and all liabilities, demands, claims or suits against the City arising out of the inaccuracy or breach of any representation, covenant, or warranty made by Rocky Mountain Power in this Agreement.

(b) Any and all liabilities, demands, claims or suits against the City resulting or arising, directly or indirectly, from Rocky Mountain Power's negligent, intentional or illegal acts or omissions that are or were in breach of any

duty or obligation Rocky Mountain Power owed to the City, or any third party, whether such duties arise under this Agreement, by contract, at law or in equity.

(c) Any and all liabilities, demands, claims or suits against the City resulting or arising directly or indirectly from the Assets prior to the Closing Date that are made within two years of the Closing Date.

4.6 Exclusive Remedy. In the absence of actual fraud, Section 4.5 shall be the exclusive remedy of all parties for monetary damages for breach of this Agreement and each of the parties hereby waives any other claim, cause of action or remedy for monetary damages that it might assert against the other, whether under statutory or common law or any other legal requirement. Under no circumstances shall either party be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, exemplary or consequential damages.

4.7 Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto 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.

4.7 Arbitration. The parties to this Agreement hereby agree to submit any dispute hereunder to binding arbitration in lieu of a legal action in a court of competent jurisdiction. The arbitration shall be before a single arbitrator if the parties can agree, or, if the parties cannot agree on a single arbitrator, each shall appoint a qualified arbitrator and the two arbitrators appointed shall select a third qualified arbitrator. Except as otherwise provided in this Section, the arbitration shall proceed as directed by the arbitrators in accordance with the Utah Uniform Arbitration Act. If three arbitrators are required, the decision of two of the three arbitrators shall be binding on the parties. The costs of the binding arbitration shall be shared by the parties. If absolutely necessary to preserve the party's rights or to avoid irreparable harm, the parties may seek injunctive relief in a court of competent jurisdiction. The prevailing party shall be entitled to recover its share of the arbitration costs as well as their other costs of litigation, and reasonable attorneys' fees.

4.8 Construction. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the parties participated equally in the drafting of the same. Whenever in this Agreement the context so suggests, references to the masculine shall be deemed to include the feminine, references to the singular shall be deemed to include the plural, and references to "or" shall be deemed to be disjunctive but not necessarily exclusive.

4.9 Waiver and Severability. The failure of a party to insist, in any one or more instances, on performance of any of the terms, covenants and conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, but the obligations of the parties with respect thereto shall continue in full force and effect. No waiver of any provision or condition of

this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

4.10 Conditions to Closing. The closing of the transaction contemplated herein is conditioned upon Rocky Mountain Power obtaining approval for the transfer of the Assets from the Utah Public Service Commission. Rocky Mountain Power will use reasonably good faith efforts to obtain such approval in a timely manner

4.11 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Utah applicable to contracts made and to be performed wholly within the State of Utah.

4.12 Exculpation. THE CITY AGREES THAT THE ASSETS ARE BEING SOLD ON AN "AS IS" BASIS AND IN "WITH ALL FAULTS" CONDITION, AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ROCKY MOUNTAIN POWER MAKES NO WRITTEN OR ORAL REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE FITNESS, MERCHANTABILITY, OR SUITABILITY OF THE ASSETS FOR ANY PARTICULAR PURPOSE. THIS SECTION IS INTENDED TO SURVIVE THE CLOSING OF THIS TRANSACTION.

4.13 Reasonable Efforts. The parties hereto agree to take all reasonable actions and to do all reasonable things necessary, proper or advisable under applicable laws to consummate and make effective, as soon as reasonably practicable, the transaction contemplated hereby, including the satisfaction of all conditions thereto set forth herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

ROCKY MOUNTAIN POWER:

THE CITY:

ROCKY MOUNTAIN POWER, a Division of PacifiCorp, an Oregon corporation

BLANDING CITY, UTAH, a Utah municipal corporation

By: _____

By:  _____

Name: _____

Name: Toni Turk

Title: _____

Title: Mayor

Dated this ___ day of _____ 2013

Dated this 28 day of March 2013

this Agreement by a party shall be valid unless in writing signed by such party or operational by the terms of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid, binding and enforceable under applicable law, but if any provision of this Agreement is held to be invalid, void (or voidable) or unenforceable under applicable law, such provision shall be ineffective only to the extent held to be invalid, void (or voidable) or unenforceable, without affecting the remainder of such provision or the remaining provisions of this Agreement.

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ROCKY MOUNTAIN POWER:

THE CITY:

ROCKY MOUNTAIN POWER, a Division of
PacifiCorp, an Oregon corporation

BLANDING CITY, UTAH, a Utah municipal
corporation

By: 

By: _____

Name: R. Jeff Richards

Name: _____

Title: ASSISTANT GENERAL COUNSEL

Title: _____

Dated this 28th day of MARCH 2013

Dated this ___ day of _____ 2013

ASSET TRANSFER AGREEMENT
Schedule 1
Assets

Description	Quantity	Unit
Hayes Hill		
25 KVA XFRM	5	Ea
10 KV XFRM	2	Ea
45 ' XFRM pole	1	Ea
40' XFRM poles	6	Ea
45' pole	3	Ea
35 ' pole	1	Ea
#2 Overhead Primary Wire	4,400	Ft
Underground Secondary Service Wire	400	Ft
Radio Hill		
50 KVA Padmount XFRM	1	Ea
25 KVA XFRM	1	Ea
10 KVA XFRM	7	Ea
45' XFRM pole	2	Ea
40' XFRM pole	4	Ea
35' XFRM pole	2	Ea
65' pole	1	Ea
45' pole	1	Ea
40' pole	1	Ea
35' pole	30	Ea
Overhead #6 Copper Primary Wire	12,200	Ft
#4 ACSR Overhead Primary Wire	4,400	Ft
4/0 Underground Wire	120	Ft
Overhead Service Wire	650	Ft
Commercial customer		
25 KVA XFRM	1	Ea

ASSET TRANSFER AGREEMENT
Schedule 1
Assets

Description	Quantity	Unit
Blue Mtn Road		
25 KVA XRMR	1	Ea
10 KVA XFRM	4	Ea
45 ' poles XFMR poles	5	Ea
45 ' poles	10	Ea
35' service poles	3	Ea
#2 Overhead Primary Wire	4,500	Ft
1/0 ACSR Primary Wire	400	Ft
#2 Overhead Secondary Service Wire	270	Ft
1/0 Underground Service Wire	80	Ft
4/0 Underground Servicer Wire	450	Ft
Golf Course		
25 KVA XFRMS	2	Ea
10 KVA XFRMS	4	Ea
40' XFRM poles	6	Ea
45 ' poles	3	Ea
40' poles	5	Ea
#2 Overhead Primary Wire	8,100	Ft
Underground Service Wire	420	Ft
#2 Overhead Service wire	80	Ft
Residential customer		
10 KVA XFRM	1	Ea
40' XFRM pole	1	Ea
40' pole	1	Ea
#2 Overhead Primary Wire	400	Ft
#2 Overhead Service Wire	50	Ft

ASSET TRANSFER AGREEMENT
Schedule 2
Customers

Meter #	Address
66726391	1800 N Highway 191
66730612	2601 N Highway 191
66730340	2883 N Sagebrush Rebel Rd
66730615	2600 N Highway 191
66686223	2883 N Sagebrush Rebel Rd
66728920	2300 N Highway 191
66728923	2300 N Highway 191
66727004	100 N Highway 191
66727053	1881 N Highway 191
51461855	921 E MacDonald Ln
66727489	848 E MacDonald Ln
66727054	454 E MacDonald Ln
66727055	2252 N Blue Mountain Rd
51461814	2288 N Blue Mountain Rd
66727076	2688 N Blue Mountain Rd
66727078	2878 N Blue Mountain Rd
66727052	2749 N Blue Mountain Rd
51461812	2287 N Blue Mountain Rd # 8-14
51425623	3301 N Blue Mountain Rd
66727079	3303 N Blue Mountain Rd
66727077	2979 N Blue Mountain Rd
66726329	2901 N Blue Mountain Rd
66730291	700 N Highway 191 Blanding, UT
66730322	1288 N Grayson Pkwy Blanding, UT
66726390	1301 N Highway 191 Blanding, UT
66730323	1401 N Highway 191 Blanding, UT
66726331	2353 N Reservoir Rd Blanding, UT
66726330	2005 N Reservoir Rd Blanding, UT
66726388	1481 N Highway 191 Blanding, UT
66726353	2333 N Juniper Rd Blanding, UT
66726352	2333 N Juniper Rd # Well Blanding, UT
66727269	2503 N Reservoir Rd Blanding, UT
66726328	20898 N Reservoir Rd Blanding, UT
66726354	2441 N Juniper Rd Blanding, UT
66726389	1292 N Grayson Pkwy Blanding, UT