ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

1407 West North Temple
Salt Lake City, Utah 84116

October 28, 2026

VIA ELECTRONIC FILING

Public Service Commission of Utah
Heber M. Wells Building, 4th Floor
160 East 300 South
Salt Lake City, UT 84114

Attention: Gary Widerburg
Commission Administrator

Re: Docket 26-035-49
In the Matter of the Application of Rocky Mountain Power for Approval of an Amendment to the Power Purchase Agreement Between PacifiCorp and Kennecott Utah Copper LLC – Refinery

Rocky Mountain Power (the "Company") hereby submits for filing its application for approval of a new non-firm qualifying facilities Power Purchase Agreement between PacifiCorp and Kennecott Utah Copper LLC ("Kennecott") for sales from its refinery. The Tariff Approval Letter issued on September 28, 2026 by the Public Service Commission of Utah in Docket No. 26-035-T06 approved changes to Electric Service Schedule No. 37,[1] including an update to rates for non-firm purchases, which are now based on Western Energy Imbalance Market ("WEIM") pricing at the location of each generating qualifying facilities resource. The location of the WEIM pricing is specified in the included Exhibit E to the purchase power purchase ("PPA"). Because the rate for this PPA is based on the WEIM pricing, there are no workpapers included with the application for approval of this PPA.

Rocky Mountain Power respectfully requests that all formal correspondence and requests for additional information regarding this filing be addressed to the following:

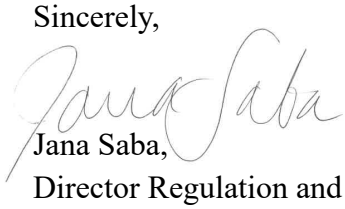
By E-mail (preferred): datarequest@pacificorp.com
jana.saba@pacificorp.com
max.backlund@pacificorp.com
zachary.rogala@pacificorp.com

[1] *Rocky Mountain Power's Proposed Tariff Revisions to Electric Service Schedule No. 37, Avoided Cost Purchases from Qualifying Facilities,* Public Service Commission of Utah Docket No. 26-035-T06, Tariff Approval Letter from the Public Service Commission, issued September 28, 2026.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah Street, Suite 2000
Portland, OR 97232

Informal inquiries may be directed to Max Backlund, Utah Regulatory Affairs Manager at max.backlund@pacificorp.com.

Sincerely,



Jana Saba,
Director Regulation and Regulatory Operations

CERTIFICATE OF SERVICE

Docket No. 26-035-49

I hereby certify that on October 28, 2026, a true and correct copy of the foregoing was served by electronic mail to the following:

Utah Office of Consumer Services

Michele Beck	mbeck@utah.gov
	ocs@utah.gov

Division of Public Utilities

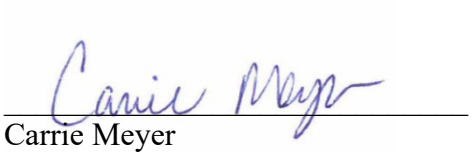
	dpudatarequest@utah.gov

Assistant Attorney General

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Rocky Mountain Power

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Carrie Meyer
Manager, Discovery & Regulatory Operations

Zachary Rogala
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
(435) 776-6980
Zachary.rogala@pacificorp.com

Attorney for Rocky Mountain Power

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of Rocky Mountain Power for Approval of Power Purchase Agreement Between PacifiCorp and Kennecott Utah Copper LLC – Refinery	Docket No. 26-035-49

Pursuant to Utah Code Ann. § 54-12-2, PacifiCorp, doing business in Utah as Rocky Mountain Power ("PacifiCorp" or "Rocky Mountain Power") requests the Public Service Commission of Utah ("Commission") approve the attached qualifying facility Refinery Power Purchase Agreement ("Agreement") between PacifiCorp and Kennecott Utah Copper LLC ("Kennecott").[1] In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is a public utility in the state of Utah, subject to the Commission's jurisdiction regarding rates and service. Rocky Mountain Power also provides retail electric service in the states of Idaho and Wyoming. As a "purchasing utility" under Utah Code Ann. § 54-12-2, PacifiCorp is obligated to purchase power from qualifying facilities pursuant to the Public Utility Regulatory Policies Act of 1978, and Utah Code Ann. § 54-12-1,

[1] *E.g.,* Docket Numbers 19-035-37, 20-035-44, 21-035-62, 22-035-50, 23-035-46, 24-035-51, and 25-035-56.

et seq. Under the Agreement, Kennecott has represented that it is a qualifying facility, and agrees to provide PacifiCorp, upon request, with evidence to show its qualifying facility status.

2. Communications regarding this Application should be addressed to:

By e-mail (preferred):
datarequest@pacificorp.com
max.backlund@pacificorp.com
Zachary.rogala@pacificorp.com

By mail:
Data Request Response Center
Rocky Mountain Power
825 NE Multnomah St., Suite 2000
Portland, OR 97232

Max Backlund
Rocky Mountain Power
1407 W. North Temple, Suite 310
Salt Lake City, UT 84116
Max.backlund@pacificorp.com

3. Over the years, the Commission has established avoided capacity and energy cost payments for purchases from QF projects larger than one megawatt, such as Kennecott's, under contracts with PacifiCorp.[2] Recently, PacifiCorp requested the Commission approve a non-routine pricing update for QFs seeking non-firm QF PPAs under Schedule 38, where instead of forecasts of avoided energy pricing, QFs would receive payment for deliveries based on then-relevant Western Energy Imbalance Market pricing ("WEIM").[3] This non-routine update recently became effective as an operation of law.

[2] *E.g.,* Docket Numbers 03-035-014, 05-035-08, 05-035-09, 12-035-100, 14-035-140.
[3] *E.g.,* Docket No. 26-035-31, PacifiCorp's Quarterly Update, at 1-2 (Aug. 24, 2026) ("Rather than continuing to provide forecasted non-firm avoided cost pricing on an annual basis, PacifiCorp proposes that non-firm QFs be compensated using the actual locational marginal price (LMP) results from the WEIM Fifteen Minute Market ("FMM") for the QF's delivery point, or at a nearby point if a QF is too small to have a reported price. While FMM pricing is produced for every 15-minute interval, at this time PacifiCorp recommends that compensation be based on hourly deliveries and the simple average of the four FMM prices, rather than weighted based on volumes in each 15-minute interval. This reduces the administrative complexity of the calculation and is comparable to current billing practices which are based on hourly output. PacifiCorp recommends that published integration costs from Schedule 37 be subtracted from WEIM pricing results for wind and solar QF's under non-firm pricing for both Schedules 37 and 38. This change would only impact non-firm QFs, and would have no impact on pricing for firm QFs under the approved PDDRR methodology.").

4. The attached Agreement provides for the sale to PacifiCorp of energy generated by Kennecott up to 7.54 MW, from a waste heat-fired cogeneration facility located in Salt Lake City, Utah (the "Facility"), within Rocky Mountain Power's service territory.

5. The Agreement, attached to this Application as Exhibit A, establishes the terms of the Agreement for one year, to December 31, 2027, and establishes avoided energy pricing based on PacifiCorp's updated WEIM pricing for non-firm PPA. The Agreement also include a "lesser of" provision to account for Kennecott's ability to purchase market blocks of power under the Energy Services Agreement approved by the Commission in Docket No. 16-035-33, where the Company will pay the lesser of the price for market blocks or prices that were calculated using the methodology approved by the Commission orders in Docket No. 03-035-14 and Docket No. 12-035-100. Under the 2020 Protocol, and recently proposed 2026 SAM, costs from the PPA would remain allocated as a Utah situs resource.

6. The existing Agreement between PacifiCorp and Kennecott expires on December 31, 2026. Given important interconnection requirements, the parties request a Commission decision before that date, to ensure there is no lapse in Kennecott's interconnection rights between the two QF PPAs. To avoid these urgency issues in the future, PacifiCorp represents that it will intend to work with Kennecott in early 2027 to execute a long-term QF PPA. With the recent change to WEIM pricing, Kennecott and PacifiCorp can now execute a multi-year PPA that would avoid annual PPA updates. Given time constraints, however, the parties were unable to address this issue for the attached Agreement.

Rocky Mountain Power respectfully requests the Commission approve the Agreement and find the terms and conditions of the Agreement to be just, reasonable, and in the public interest.

Respectfully submitted this 28th day of October 2026.

ROCKY MOUNTAIN POWER



Zachary Rogala
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
435.776.6980
zachary.rogala@pacificorp.com

Attorney for Rocky Mountain Power

EXHIBIT A

Docusign Envelope ID: 0DC9DDC6-BACE-8D0C-83DB-E7226014D537

Execution

NON-FIRM QUALIFYING FACILITY POWER PURCHASE AGREEMENT

BETWEEN

KENNECOTT UTAH COPPER L.L.C. (Refinery)

AND

PACIFICORP

Docusign Envelope ID: 0DC9DDC6-BACE-8D0C-83DB-E7226014D537

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Exhibits

Exhibit A Description of Facility
Exhibit B Point of Delivery / Parties' Interconnection Facilities
Exhibit C Required Facility Documents
Exhibit D Monthly Maintenance Schedules
Exhibit E Pricing
Exhibit F Cybersecurity Requirements
Exhibit G Insurance Requirements

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THIS NON-FIRM POWER PURCHASE AGREEMENT ("**Agreement**"), entered into this 23rd day of October, 2026, is by and between Kennecott Utah Copper L.L.C. ("**Seller**") and PacifiCorp (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Seller owns, operates, and maintains a waste heat-fired cogeneration facility for the generation of electric power located in Salt Lake City, Utah and located in Salt Lake County, Utah, with a Nameplate Capacity Rating of 7.54 megawatts ("**MW**") and as further set forth on **Exhibit A** ("**Facility**"); and

B. Seller intends to operate the Facility as a QF (as such term is defined in Section 3.2.6 below), commencing delivery under this Agreement on the later of 00:00:01 MPT on January 1, 2027 ("**Scheduled Initial Delivery Date**") or 00:00:01 MPT on the Initial Delivery Date (as defined below); and

C. Seller estimates that the average monthly Delivered Energy (as defined below) to be delivered by the Facility to PacifiCorp is 3,900 megawatt-hours ("MWh") subject to any limitations created in accordance with any maintenance schedules in **Exhibit D** attached hereto; and

D. Seller intends to use the output of the Facility to first offset power usage at its Kennecott Utah Copper operations;

E. Seller desires to sell and PacifiCorp desires to purchase the Delivered Energy from the Facility in accordance with the terms and conditions of this Agreement; and

F. PacifiCorp shall sell and Seller shall purchase backup energy and capacity in accordance with the terms and conditions of a separate agreement between the Parties modeled after Utah Schedule 31.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

SECTION 1: DEFINITIONS

When used in this Agreement, the following terms have the following meanings:

"**Affiliate**" means, with respect to any entity, each entity that directly or indirectly controls, is controlled by, or is under common control with, such designated entity, with "control" meaning the possession, directly or indirectly, of the power to direct management and policies, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to PacifiCorp, Affiliate shall only include Berkshire Hathaway Energy Company and its direct, wholly owned subsidiaries.

"**Agreement**" is defined in the introductory paragraph above.

"**Billing Period**" means the time period between PacifiCorp's reading of its power purchase

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billing meters at the Facility in the normal course of PacifiCorp's business. Such periods typically range between twenty-seven (27) and thirty-four (34) days and may or may not coincide with calendar months.

"**Commission**" means the Public Service Commission of Utah.

"**Conditional DNR Notice**" is defined in Section 4.3.

"**Cybersecurity Requirements**" is defined in Section 6.7 and more fully set forth in Exhibit F.

"**Delivered Energy**" is defined in Section 4.2.

"**Effective Date**" is defined in Section 2.1.

"**Energy Services Agreement**" means the Electric Services Agreement between Rocky Mountain Power and Kennecott Utah Copper LLC with an effective date of January 1, 2026.

"**Environmental Attributes**" means any and all claims, credits, benefits, emissions reductions, offsets, and allowances, other than the energy or electricity itself, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water or the use of renewable energy or other differentiated energy efficiency motive sources. Environmental Attributes include but are not limited to: (1) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) renewable energy credits and efficiency credits.

"**Facility**" has the meaning set forth in Recital A.

"**Generation Interconnection Agreement**" means the generation interconnection agreements identified in **Exhibit C** entered into separately between Seller and PacifiCorp, acting in its transmission function capacity, providing for the construction, operation, and maintenance of the interconnection facilities.

"**Initial Delivery Date**" has the meaning set forth in Section 4.1.

"**MPT**" means Mountain Prevailing Time

"**Nameplate Capacity Rating**" means the maximum capacity of the Facility, expressed in MW, when operated consistent with the manufacturer's recommended power factor and operating parameters, as set forth in **Exhibit A.**

"**Net Dependable Capacity**" means the maximum capacity the Facility can sustain over a specified period modified for seasonal limitations and reduced by the capacity required for station service or auxiliaries. For purposes of this Agreement, Net Dependable Capacity shall be the Nameplate Capacity Rating less the capacity required for station service or auxiliaries.

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"**Net Output**" means all energy and capacity produced by the Facility, less station use, and less transformation and transmission losses and other adjustments, if any.

"**Network Resource**" has the meaning set forth in the Tariff.

"**PacifiCorp Transmission**" means PacifiCorp, an Oregon corporation, acting in its interconnection or transmission function capacity.

"**Point of Delivery**" means the same point of delivery as that used in the Energy Services Agreement as provided in **Exhibit B**.

"**PURPA**" means the Public Utility Regulatory Policies Act of 1978.

"**Prime Rate**" means the then effective US Prime Rate as published in the Eastern print edition of the Wall Street Journal.

"**Prudent Electrical Practices**" means any of the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry or any of the practices, methods or acts, which, in the exercise of reasonable judgment in the light of the facts known at the time a decision is made, could have been expected to accomplish the desired result at reasonable costs consistent with reliability, safety and expedition. Prudent Electrical Practices is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts.

"**Required Facility Documents**" means the permits and other authorizations, rights and agreements now or hereafter necessary for construction, operation, and maintenance of the Facility, including but not limited to those documents that are listed in **Exhibit C**.

"**Scheduled Initial Delivery Date**" means the earliest date Seller may deliver Delivered Energy under this Agreement, as set forth in Recital B.

"**Scheduled Maintenance Periods**" means those times, as reflected in **Exhibit D**, during which the Facility is anticipated to be shut down for routine maintenance with the advance notice to PacifiCorp as provided in Section 6.2.

"**Tariff**" means PacifiCorp's Open Access Transmission Tariff, as revised from time to time.

"**Transmission Provider**" means PacifiCorp Transmission, including the Grid Operations business unit.

"**Transmission Provider's System**" means the electric transmission substation and transmission or distribution facilities owned, operated or maintained by Transmission Provider, which shall include the circuit reinforcements, extensions, and associated terminal facility reinforcements or additions owned or operated by the Transmission Provider at the Point of Delivery.

SECTION 2: TERM

2.1 This Agreement shall become effective upon the occurrence of both: (1) execution

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by both Parties; and (2) after approval by the Commission whereby the Commission determines that the prices to be paid for energy and capacity sold to PacifiCorp are just and reasonable and in the public interest (the date on which both such conditions are met, the "**Effective Date**"); provided that, as provided herein, Seller shall not deliver energy under this Agreement before the Initial Delivery Date. In the event that the Commission order approving this Agreement contains any condition that is materially adverse to either Party, the Party adversely impacted by the condition may terminate this Agreement by providing the other Party notice within ninety (90) days of the entry of the Commission's order, or, if the Scheduled Initial Delivery Date occurs within said period, by the Scheduled Initial Delivery Date.

2.2 Unless terminated sooner as provided herein, this Agreement shall terminate at 24:00:00 MPT on December 31, 2027.

2.3 Time is of the essence in the performance of this Agreement, and delivery of Net Output by the Scheduled Initial Delivery Date is critically important. Therefore, before the Scheduled Initial Delivery Date, Seller shall provide PacifiCorp with (i) a copy of the Required Facility Documents listed on **Exhibit C**, (ii) an executed authorization to release generation data, in PacifiCorp's standard form; and (iii) such further assurances, as may be reasonably requested by PacifiCorp, that the representations, warranties and covenants set forth in Section 3.2 remain true and correct.

SECTION 3: REPRESENTATIONS AND WARRANTIES

3.1 PacifiCorp represents, covenants, and warrants to Seller that:

3.1.1 PacifiCorp is duly organized and validly existing under the laws of the State of Oregon.

3.1.2 PacifiCorp has the requisite corporate power and authority to enter into this Agreement and to perform according to the terms of this Agreement.

3.1.3 PacifiCorp has taken all corporate actions required to be taken by it to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.1.4 Subject to Commission approval, the execution and delivery of this Agreement do not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on PacifiCorp or any valid order of any court, or any regulatory agency or other body having authority to which PacifiCorp is subject.

3.1.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of PacifiCorp, enforceable against PacifiCorp in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2 Seller represents, covenants, and warrants to PacifiCorp that:

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3.2.1 Seller is a Utah limited liability company having a place of business within the State of Utah, in and about the town of Salt Lake City, Utah and located within the County of Salt Lake and is authorized to conduct its business in Utah.

3.2.2 Seller has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof, including all required Generation Interconnection Agreements, and regulatory authority to make wholesale sales from the Facility.

3.2.3 Seller's officers and management, as appropriate, have taken all actions required to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

3.2.4 The execution and delivery of this Agreement do not contravene any provision of, or constitute a default under, any indenture, mortgage, or other material agreement binding on Seller or any valid order of any court, or any regulatory agency or other body having authority to which Seller is subject.

3.2.5 Subject to Commission approval, this Agreement is a valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms (except as the enforceability of this Agreement may be limited by bankruptcy, insolvency, bank moratorium or similar laws affecting creditors' rights generally and laws restricting the availability of equitable remedies and except as the enforceability of this Agreement may be subject to general principles of equity, whether or not such enforceability is considered in a proceeding at equity or in law).

3.2.6 The Facility is and shall for the term of this Agreement continue to be a "Qualifying Facility" as such term is defined by the federal Public Utility Regulatory Policies Act ("**QF**") and the implementing regulations and orders of the Federal Energy Regulatory Commission ("**FERC**") in effect as of the Effective Date. At any time during the term of this Agreement, PacifiCorp may, at Seller's sole expense, require Seller to provide PacifiCorp with a written legal opinion stating that the Facility is a QF and providing sufficient proof (including copies of all documents and data as PacifiCorp may request) demonstrating that Seller has maintained and will continue to maintain the Facility as a QF.

3.2.7 As of the Effective Date and the Initial Delivery Date, the Nameplate Capacity Rating of the Facility is fully operational and reliable and the Facility is fully interconnected, fully integrated, and synchronized with the Transmission Provider's System

3.2.8 Seller holds as of the Effective Date, and will maintain for the term, all Required Facility Documents, including the Required Facility Documents identified on **Exhibit C**. Seller shall notify PacifiCorp of any material consent or approval that Seller determines is required for the ownership or operation of the Facility that Seller has failed to obtain or has allowed to expire. PacifiCorp may request in writing copies of any Required Facility Document and Seller shall provide such document within fifteen (15) days of PacifiCorp's request.

SECTION 4: DELIVERY OF POWER

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4.1 Commencing on the last to occur of (i) the Scheduled Initial Delivery Date; (ii) the date on which PacifiCorp notifies Seller that the Transmission Provider has designated the Facility as a Network Resource; and (iii) the date on which Seller satisfies its obligations under Section 2.3 (such later date, the "**Initial Delivery Date**"), and continuing through the term of this Agreement, Seller shall sell and make available to PacifiCorp, and PacifiCorp shall purchase, the Delivered Energy from the Facility at the Point of Delivery as more particularly described in Section 4.2 hereto.

4.2 Commencing on the Initial Delivery Date, Seller shall have the option, but not the obligation, to provide and deliver all or a portion of the Net Output to PacifiCorp at the Point of Delivery on a non-firm basis, during all hours, HE0100 through HE2400 Mountain Prevailing Time ("MPT"), Monday through Sunday, from the Facility. The amount of Net Output that Seller actually delivers to PacifiCorp as measured at the Point of Delivery shall be referred to herein as the "**Delivered Energy**". Seller shall not deliver energy at a rate exceeding the Nameplate Capacity Rating on an hour average basis. PacifiCorp shall not pay any amount for energy delivered in any hour in excess of the Nameplate Capacity Rating. PacifiCorp shall take all Delivered Energy at the Point of Delivery. Seller shall have no minimum delivery obligation.

4.3 Within five (5) business days following the Effective Date, PacifiCorp will submit an application to the Transmission Provider requesting designation of the Facility as a Network Resource, thereby authorizing transmission service under PacifiCorp's Network Integration Transmission Service Agreement with the Transmission Provider. If PacifiCorp is notified in writing by the Transmission Provider that designation of the Facility as a Network Resource requires the construction of transmission system network upgrades or otherwise requires potential redispatch of other Network Resources of PacifiCorp (the "**Conditional DNR Notice**"), the Parties will promptly meet to determine how such conditions to the Facility's Network Resource designation may impact the pricing or other terms and conditions of this Agreement. If, within thirty (30) days following the date of PacifiCorp's receipt of the Conditional DNR Notice, the Parties are unable to reach agreement on any necessary adjustments to this Agreement, PacifiCorp will submit the matter to the Commission for a determination on what adjustments, if any, are appropriate as a result of the Conditional DNR Notice. PacifiCorp will submit such filing with the Commission within sixty (60) days following the date of PacifiCorp's receipt of the Conditional DNR Notice. In the event of such a filing to the Commission under this Section, the Parties' obligations under this Agreement will be suspended until such time that the Commission issues a final decision. In the event of a Conditional DNR Notice, Seller will have the right to terminate this Agreement upon written notice to PacifiCorp and such termination by Seller will not be an Event of Default, and no damages or other liabilities under this Agreement will be owed by one Party to the other Party; provided, however, that Seller's right to terminate this Agreement under this Section 4.3 will cease following: (a) any amendment of this Agreement associated with addressing matters covered under this Section 4.3, or (b) PacifiCorp incurring costs at Seller's request in furtherance of addressing matters covered under this Section 4.3.

4.4 Seller shall not sell Net Output to any entity other than PacifiCorp prior to the termination date specified in Section 2.2. Seller may elect to self-supply its own power usage at the same location as the Facility with any portion of Net Output instead of selling such Net Output to PacifiCorp as Delivered Energy under this Agreement.

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4.5 Seller shall not increase the Nameplate Capacity Rating above that specified in **Exhibit A** or increase the ability of the Facility to deliver Net Output at a rate exceeding the Nameplate Capacity Rating through any means, including the replacement, modification, or addition of existing equipment, without the prior written consent of PacifiCorp. To the extent not otherwise provided in the Generation Interconnection Agreement, all costs associated with the modifications to PacifiCorp's interconnection facilities or electric system occasioned by or related to the interconnection of the Facility with PacifiCorp's system, or any increase in generating capability of the Facility, or any increase of the Net Dependable Capacity from the Facility, shall be borne by Seller.

SECTION 5: PURCHASE PRICE

5.1 PacifiCorp will pay Seller for the Delivered Energy, in an amount calculated as follows:

Payment ($) = (Energy Price ($/MWh) times the Delivered Energy (MWh))

Where: "Energy Price" is the price set forth in Exhibit E.

SECTION 6: OPERATION AND CONTROL

6.1 Seller shall operate and maintain the Facility in a safe manner in accordance with the Generation Interconnection Agreement, Prudent Electrical Practices, the Required Facility Documents, and in accordance with the requirements of all applicable federal, state and local laws and the National Electric Safety Code as such laws and code may be amended from time to time. PacifiCorp shall have no obligation to purchase Net Output from the Facility to the extent the interconnection between the Facility and PacifiCorp's electric system is disconnected, suspended or interrupted, in whole or in part, pursuant to the Generation Interconnection Agreement, or to the extent generation curtailment is required as a result of Seller's non-compliance with the Generation Interconnection Agreement or otherwise as a result of a non-discriminatory curtailment in response to direction from a market operator or the Transmission Provider made pursuant to federal laws or regulations, tariffs, and NERC standards and directives in a system emergency.

6.2 After the Initial Delivery Date, Seller may cease operation of the entire Facility or individual units, if applicable, for Scheduled Maintenance Periods not to exceed a total of sixty (60) days at such times as are provided in the monthly maintenance schedule set forth in **Exhibit D**.

6.3 Seller shall itself operate the Facility or cause the Facility to be operated by an entity that has at least two years of experience in operation of similar facilities of comparable size to the Facility. Seller shall provide PacifiCorp thirty (30) days prior written notice of any change in operator of the Facility.

6.4 If the Facility ceases operation for unscheduled maintenance, then as soon as is commercially reasonable, Seller shall notify PacifiCorp of the necessity of such unscheduled maintenance, the time when such shutdown has occurred or will occur, and the anticipated duration of such shutdown. Seller shall take all reasonable measures and exercise its best efforts to avoid unscheduled maintenance, to limit the duration of such unscheduled maintenance, and to perform unscheduled maintenance during Off-Peak hours.

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6.5 For each month commencing on the Initial Delivery Date, Seller shall provide PacifiCorp estimates of Delivered Energy to be delivered. Seller shall provide such estimates, and any changes thereto, to PacifiCorp on the first business day of the month preceding the month of the estimated delivery, or as soon thereafter as practicable. Seller shall provide such estimates and changes thereto to PacifiCorp's scheduling personnel per Section 21. Such estimates shall be based on the best information available. The Parties agree that the estimates are only estimates and, therefore, are not binding on Seller.

6.6 Seller does not guarantee availability of the Facility; however, Seller agrees to notify PacifiCorp of unplanned outages and will use reasonable commercial efforts to keep the Facility operating for providing Delivered Energy to PacifiCorp.

6.7 During the Term, Seller will comply with the cybersecurity requirements identified in Exhibit F ("Cybersecurity Requirements") solely to the extent such requirements are reasonably applicable to Seller's performance of this Agreement and to Seller systems, personnel, data, hardware, software, or services that access, connect to, host, process, or materially affect PacifiCorp systems or PacifiCorp Data. Nothing in Exhibit F requires Seller to provide access to systems, facilities, data, or information unrelated to this Agreement or to disclose privileged, security-sensitive, or third-party confidential information.

SECTION 7: FUEL/MOTIVE FORCE

7.1 PacifiCorp shall have no obligation to procure or pay for any fuel that might be used in the operation of the Facility.

7.2 7.2 Seller shall maintain responsibility, for managing, accounting for, or reporting greenhouse gas emissions, if any, including but not limited to carbon dioxide emissions from the Facility (including from Qualifying Facility Net Output or Delivered Energy), and conversely, Seller shall not be responsible for managing, accounting for, or reporting greenhouse gas emissions including but not limited to carbon dioxide emissions from generation facilities associated with Seller's purchase of power from PacifiCorp to replace Qualifying Facility Net Output or Delivered Energy from the Facility otherwise not available to Seller as a result of this Agreement.

7.3 7.3 Seller shall maintain the ownership of, or rights to, any and all Environmental Attributes, if any, resulting from energy generated by the Facility during the term of this Agreement.

SECTION 8: METERING

8.1 PacifiCorp shall design, furnish, install, own, inspect, test, maintain and replace all metering equipment required pursuant to the Generation Interconnection Agreement.

8.2 Metering shall be performed at the location and in the manner specified in the Generation Interconnection Agreement.

8.3 The metering equipment will be inspected, tested, repaired and replaced as provided in the Generation Interconnection Agreement; provided that PacifiCorp shall have the right to periodically inspect, test, repair and replace the metering equipment that are provided for in the

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Generation Interconnection Agreement, without PacifiCorp assuming any obligations thereunder. If any of the inspections or tests disclose an error exceeding 0.5 percent, either fast or slow, proper correction, based upon the inaccuracy found, shall be made of previous readings for the actual period during which the metering equipment rendered inaccurate measurements if that period can be ascertained. If the actual period cannot be ascertained, the proper correction shall be made to the measurements taken during the time the metering equipment was in service since last tested, but not exceeding three months, in the amount the metering equipment shall have been shown to be in error by such test. Any correction in billings or payments that accurately reflects a correction in the meter records shall be made in the next monthly billing or payment rendered and otherwise settled and netted in accordance with Section 9 of this Agreement. Such correction, when made, shall constitute full adjustment of any claim between Seller and PacifiCorp arising out of such inaccuracy of metering equipment. Nothing in this Agreement shall give rise to PacifiCorp, acting in its merchant function capacity hereunder, having any obligations to Seller.

8.4 To the extent not otherwise provided in the Generation Interconnection Agreement, all of PacifiCorp's reasonable costs relating to all metering equipment installed to accommodate Seller's Facility shall be borne by Seller.

SECTION 9: BILLINGS, COMPUTATIONS AND PAYMENTS

9.1 On or before the thirtieth (30th) day following the end of each Billing Period, PacifiCorp shall send to Seller payment for Seller's deliveries of Delivered Energy to PacifiCorp, together with computations supporting such payment. PacifiCorp shall offset any amounts then due to it under the Energy Services Agreement and may offset any such payment to reflect amounts owing from Seller to PacifiCorp pursuant to this Agreement, the Generation Interconnection Agreement, or any other agreement between the Parties or otherwise.

9.2 In the event that a Party disputes in good faith a portion of a bill or adjustment arising hereunder the disputing Party shall notify the other Party and pay the portion not in dispute when due. Seller and PacifiCorp shall seek to make a determination on any disputed amount within sixty (60) days after issuance of the Party's notice of dispute. Nothing herein shall be construed to preclude a Party from resorting to any remedy available at law or in equity.

9.3 Any amounts owing after the due date thereof, including amounts disputed under Section 9.2 that are determined to be due, shall bear interest at the Prime Rate plus two percent (2%) from the date due until paid; provided, however, that the interest rate shall at no time exceed the maximum rate allowed by applicable law.

SECTION 10: DEFAULT AND REMEDIES

10.1 The following events shall constitute defaults under this Agreement:

10.1.1 Failure of a Party to perform any material obligation or abide by a negative covenant imposed upon that Party by this Agreement (including failure to make a payment when due) or breach by a Party of a representation or warranty set forth in this Agreement, if such failure or breach is not cured within thirty (30) days following written notice;

10.1.2 Filing of a petition in bankruptcy by or against a Party if such petition is not withdrawn or dismissed within sixty (60) days after it is filed;

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10.1.3 Seller's failure to cure any default under the Generation Interconnection Agreement within the time allowed for a cure under such agreement; and

10.1.4 Seller's failure to achieve Initial Delivery by the Scheduled Initial Delivery Date, provided, however, that Seller shall not be in default for such failure if it is solely the result of an omission that constitutes a material breach of another party's obligation under this Agreement or under the Generation Interconnection Agreement with regard to any required approval, designation, study, upgrade or other matter within the sole responsibility of the counterparty to the corresponding agreement.

10.1.5 Seller sells Net Output from the Facility to a party other than PacifiCorp in breach of Section 4.5, if Seller does not immediately and permanently cease such sale and compensate PacifiCorp for the damages arising from the breach within ten (10) days after PacifiCorp gives Seller a notice of default and statement of the resulting damages.

10.1.6 PacifiCorp receives notice of foreclosure of the Facility or any part thereof by a lender, mechanic or materialman, or any other holder, of an unpaid lien or other charge or encumbrance, if the same has not been stayed, paid, or bonded around within ten days of the date of the notice received by PacifiCorp.

10.1.7 Seller fails to maintain any Required Facility Documents necessary to own or operate the Facility and such failure continues for 30 days after Seller's receipt of written notice thereof from PacifiCorp; provided, however, that, upon written notice from Seller, the thirty (30) day period shall be extended by an additional sixty (60) days if: (i) the failure cannot reasonably be cured within the thirty (30) day period despite diligent efforts, (ii) the default is capable of being cured within the additional sixty (60) day period, and (iii) Seller commences the cure within the original thirty (30) day period and is at all times thereafter diligently and continuously proceeding to cure the failure.

10.1.8 Seller's abandonment of operation of the Facility and such failure continues for thirty (30) days after Seller's receipt of written notice thereof from PacifiCorp, except to the extent caused by an event of Force Majeure or a default by PacifiCorp.

10.1.9 Seller fails to obtain and maintain insurance in accordance with the requirements of Section 11, and such failure continues for fifteen (15) days after Seller's receipt of written notice thereof from PacifiCorp.

10.2 In the event of any default hereunder that is not cured in the manner provided for in the Agreement, the non-defaulting Party may terminate this Agreement at its sole discretion by delivering written notice to the other Party and may pursue any and all legal or equitable remedies provided by law or pursuant to this Agreement. The rights provided in this Section 10 are cumulative such that the exercise of one or more rights shall not constitute a waiver of any other rights.

10.3 If this Agreement is terminated because of Seller's default, until the expiration date set forth in Section 2.2 has occurred, neither Seller nor Seller's Affiliate or successor, if applicable, may require PacifiCorp to purchase energy or capacity from the Facility at any higher price than as set forth herein, or with any other terms or conditions that are more favorable to the Seller than those set forth herein. This Section 10.3 shall survive the termination of this Agreement.

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10.4 Upon an event of default or termination event under this Agreement, in addition to and not in limitation of any other right or remedy under contract or applicable law (including any right to set-off, counterclaim, or otherwise withhold payment), the non-defaulting Party may at its option set-off, against any amounts owed to the defaulting Party, any amounts owed by the defaulting Party under any contract or agreement between the Parties. The obligations of the Parties shall be deemed satisfied and discharged to the extent of any such set-off. The non- defaulting Party shall give the defaulting Party written notice of any set-off, but failure to give such notice shall not affect the validity of the set-off.

SECTION 11: INDEMNIFICATION, LIABILITY AND INSURANCE

11.1 Seller and PacifiCorp shall release, indemnify, protect and hold harmless each other as follows:

11.1.1 Seller shall release, indemnify, protect, and hold harmless PacifiCorp, its directors, officers, agents, representatives, successors, and assigns from and against any and all loss, claims, actions or suits, including costs and attorney's fees, resulting from, or arising out of or in any way connected with, the energy delivered by Seller hereunder to and at the Point of Delivery, including without limitation any loss, claim, action or suit, (i) for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, Seller or others, or (ii) arising out of, or in any way connected with any action by any governmental authority due to noncompliance by Seller with any requirements of law or the provisions of this Agreement; excepting, in either case, only such loss, claim, action or suit to the extent caused by the willful misconduct, negligence or noncompliance, as applicable, of PacifiCorp, its directors, officers, employees, agents or representatives.

11.1.2 PacifiCorp shall release, indemnify, protect, and hold harmless Seller, its directors, officers, agents, representatives, successors, and assigns from and against any and all loss, claims, actions or suits, including costs and attorney's fees, resulting from, or arising out of or in any way connected with the energy delivered by Seller hereunder after the Point of Delivery, including without limitation any loss, claim, action or suit, (i) for or on account of injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction or economic loss of property belonging to PacifiCorp, Seller or others, or (ii) arising out of, or in any way connected with any action by any governmental authority due to noncompliance by PacifiCorp with any requirements of law or the provisions of this Agreement; excepting, in either case, only such loss, claim, action or suit to the extent caused by the willful misconduct, negligence or noncompliance, as applicable, of Seller, its directors, officers, employees, agents or representatives.

11.2 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

11.3 Neither Party shall be liable to the other Party for special, punitive, indirect or

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consequential damages, whether arising from contract, tort (including negligence), strict liability, or otherwise.

11.4 Without limiting any liabilities or obligations of Seller under this Agreement, Seller must secure and continuously carry the insurance coverage specified on and otherwise perform its obligations under Exhibit G commencing with the start of construction activities at the premises and continuing thereafter throughout the duration of the Term or such longer period as may be specified in Exhibit G. Because the Facility is existing and operational, obligations that by the terms of this Agreement, commence by reference to "construction activities" or the "Premises" are understood to have been previously satisfied with regard to original construction of the Facility, provided that, in the event the Facility is substantially rebuilt or expanded as provided herein, such "construction activities" may trigger additional insurance obligations as applicable. Insurance requirements shall not expand Seller's liability beyond that otherwise provided in this Agreement.

SECTION 12: FORCE MAJEURE

12.1 As used in this Agreement, "Force Majeure" or "an event of Force Majeure" means any cause beyond the reasonable control of the Seller or of PacifiCorp which, despite the exercise of due diligence, such Party is unable to prevent or overcome. By way of example, Force Majeure may include but is not limited to flood, storms, wars, hostilities, civil strife, strikes, and other labor disturbances, earthquakes, fires, lightning, epidemics, sabotage, restraint by court order or other delay or failure in the performance as a result of any action or inaction on behalf of a public authority which is in each case (a) beyond the reasonable control of such Party, (b) by the exercise of reasonable foresight such Party could not reasonably have been expected to avoid and (c) by the exercise of due diligence, such Party shall be unable to prevent or overcome. Force Majeure, however, specifically excludes the cost or availability of fuel or motive force to operate the Facility, mechanical failures not caused by an independent underlying event of Force Majeure or changes in market conditions that affect the price of energy or transmission. If either Party is rendered wholly or in part unable to perform its obligation under this Agreement because of an event of Force Majeure, both Parties shall be excused from whatever performance is affected by the event of Force Majeure, provided that:

12.1.1 the non-performing Party shall, within two (2) weeks after the occurrence of the Force Majeure, give the other Party written notice describing the particulars of the occurrence; and

12.1.2 the suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure; and

12.1.3 the non-performing Party uses its reasonable commercial efforts to remedy its inability to perform.

12.2 No obligations of either Party which arose before the Force Majeure causing the suspension of performance shall be excused as a result of the Force Majeure.

12.3 Neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, is contrary to the Party's best interests.

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Either Party may terminate this Agreement if an event of Force Majeure persists for more than six (6) months; provided that the terminating Party gives at least thirty (30) days' prior written notice and the affected Party has not resolved the event of Force Majeure and resumed performance before the effective date of termination. Termination under this Section shall not result in damages, penalties, or other termination liability owed between the Parties.

SECTION 13: REGULATORY TERMINATION

In the event Seller loses QF status during the term of this Agreement, Seller shall provide prompt notice to PacifiCorp. PacifiCorp may terminate this Agreement if the Facility loses QF status and Seller does not restore such status within thirty (30) days after loss of such status. Notwithstanding the foregoing, in the event Seller loses QF status, PacifiCorp may suspend performance, will have no obligation to purchase any Net Output from the Facility, and may curtail the Facility for the duration of such lost QF status without any obligation to compensate Seller for such curtailment or suspended performance. No termination under this Section will result in damages, penalties, or other termination liability except for obligations accrued before termination. PacifiCorp also may terminate this Agreement if Seller suspends operations at the Facility for more than thirty (30) days as the result of a regulatory or legal action by either the State of Utah or the United States Environmental Protection Agency which has become final without further appeal.

SECTION 14: SEVERAL OBLIGATIONS

Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability between the Parties.

SECTION 15: CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the state of Utah, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

SECTION 16: PARTIAL INVALIDITY

It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. If any of the terms of the Agreement are finally held or determined to be invalid, illegal or void as being contrary to any applicable law or public policy, all other terms of the Agreement shall remain in effect. If any terms are finally held or determined to be invalid, illegal or void, the Parties shall enter into negotiations concerning the terms affected by such decision for the purpose of achieving conformity with requirements of any applicable law and the intent of the Parties to this Agreement.

SECTION 17: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this

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Agreement or with respect to any other matters arising in connection with this Agreement must be in writing, and such waiver shall not be deemed a waiver with respect to any subsequent default or other matter.

SECTION 18: GOVERNMENTAL JURISDICTION AND AUTHORIZATIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either Party or this Agreement. PacifiCorp's compliance with the terms of this Agreement is conditioned on Seller's submission to PacifiCorp prior to the Initial Delivery Date and maintaining thereafter copies of all local, state and federal licenses, permits and other approvals as then may be required by law for the construction, operation and maintenance of the Facility.

SECTION 19: SUCCESSORS AND ASSIGNS

This Agreement and all of the terms hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. No assignment hereof by either Party shall become effective without the written consent of the other Party being first obtained and such consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a lender as part of a financing transaction or as part of (a) a sale of all or substantially all of the assigning Party's assets, or (b) a merger, consolidation or other reorganization of the assigning Party.

SECTION 20: ENTIRE AGREEMENT

This Agreement supersedes all prior agreements, proposals, representations, negotiations, discussions or letters, whether oral or in writing, regarding PacifiCorp's purchase of Delivered Energy from the Facility commencing on the Initial Delivery date. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties.

SECTION 21: NOTICES

21.1 All notices except as otherwise provided in this Agreement shall be in writing, shall be directed as follows and shall be considered delivered if delivered in person or when deposited in the U.S. Mail, postage prepaid by certified or registered mail and return receipt requested.

PARTY NOTICE INFORMATION

Notices	PacifiCorp	Seller
All Notices:	PacifiCorp 825 NE Multnomah, Suite 600 Portland, Oregon 97232- 2315 Attn: Contract Administration E-mail: cntadmin@pacificorp.com	Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, UT 84095 Attn : Stephen Sands E-mail: stephen.sands@riotinto.com

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Notices	PacifiCorp	Seller
All Invoices:	Attn: Back Office, Suite 1900 Email: powerinvoices@pacificorp.com	Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, UT 84095 Attn : Margarita Nichols E-mail: margarita.nichols@riotinto.com
Scheduling:	Attn: Pre-Scheduling, Suite 600 Phone: (503) 813-6090 Email: ctpreschd@pacificorp.com	N/A
Payments:	Attn: Central Cashier's Office, Suite 550 Phone: (503) 813-6826	Rio Tinto Accounts Payable 4700 Daybreak Parkway South Jordan, UT 84095
Wire Transfer:	To be provided in separate letter from PacifiCorp to Seller	To be provided in separate letter from Kennecott to PacifiCorp
Credit and Collections:	Attn: Credit Manager, Suite 600 Phone (503) 813-7280	Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, UT 84095 Attn : Margarita Nichols E-mail: margarita.nichols@riotinto.com
Notices of an Event of Default or Potential Event of Default:	PacifiCorp Legal Department 825 NE Multnomah, Suite 2000 Portland, Oregon 97232- 2315 Attn: Assistant General Counsel with copies to: 825 NE Multnomah, Suite 2000 Portland, Oregon 97232- 2315 Attn: President 825 NE Multnomah, Suite 2000 Portland, Oregon 97232- 2315 Attn: General Counsel	Kennecott Utah Copper LLC 4700 Daybreak Parkway South Jordan, UT 84095 Attn : General Counsel E-mail: margarita.nichols@riotinto.com

21.2 The Parties may change the person to whom such notices are addressed, or their addresses, by providing written notices thereof in accordance with this Section 21.

SECTION 22: INTERPRETATION WITH FERC ORDERS

Each Party conducts and shall conduct its operations in a manner intended to comply with FERC Order No. 2004, Standards of Conduct for Transmission Providers, requiring the separation of its transmission and merchant functions. Moreover, the Parties acknowledge that Transmission Provider's function offers interconnection and transmission service on its system in a manner intended to comply with FERC policies and requirements relating to the provision of open-access transmission service. The Parties recognize that Seller will enter into the Generation Interconnection

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Agreement with the Transmission Provider. Accordingly, (i) the Parties acknowledge and agree that the Generation Interconnection Agreement shall be a separate and free standing contract and that the terms hereof are not binding upon the Transmission Provider; (ii) notwithstanding any other provision in this Agreement, nothing in the Generation Interconnection Agreement, nor any other agreement between Seller on the one hand and Transmission Provider on the other hand, nor any alleged event of default thereunder, shall alter or modify the Parties' rights, duties, and obligation hereunder; (iii) this Agreement shall not be construed to create any rights between Seller and the Transmission Provider; (iv) Seller expressly recognizes that, for purposes hereof, the Transmission Provider shall be deemed to be a separate entity and separate contracting party from PacifiCorp; and (v) Seller acknowledges that PacifiCorp, acting in its merchant capacity function as purchaser hereunder, has no responsibility Transmission Provider.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts. Signed copies of such counterparts may be transmitted to the Parties via electronic mail. Electronically transmitted signed counterparts shall have the same effect as originals as between the Parties.

SECTION 24: JURY TRIAL WAIVER

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. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in their respective names as of the date set forth above.

KENNECOTT UTAH COPPER, LLC

By: Nate Foster
Name: Nate Foster
Title: Managing Director

Approved as to form by KUC Legal

PACIFICORP

By: Rick Link Digitally signed by Rick Link Date: 2026.10.23 12:47:54 -07'00'
Name: Rick Link
Title: SVP, Regulation

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EXHIBIT A

DESCRIPTION OF SELLER'S FACILITY

Seller's Facility consists of a Taurus 70-10301S Axial natural gas-fired turbine from Solar Turbines equipped with a natural gas/waste heat boiler from CB Energy. This installation is for industrial purposes at KUC Refinery facilities. The CHP unit will provide electricity and provide a means to supply process steam previously provided by existing natural gas boilers.

Thermal energy in the form of waste heat off the turbine will provide the new boiler with energy to produce process steam. The steam is used to maintain process fluid temperatures that are heated through a plate exchanger to provide heat to equipment in the KUC Refinery facilities. The electricity generated will provide the KUC Refinery with power and reduce the amount of power imported from the utility grid.

CHP System Process Description

The primary energy input is natural gas for the duct burner and turbine. Waste heat that comes off the turbine provides heat for the boiler to meet the Refinery's steam requirements. The duct burner is a backup source to waste heat from the turbine and has been sized to meet peak steam requirements.

Under normal operating conditions KUC can use the electrical energy and the steam for the Refinery process. This allows the CHP Unit to run 24/7 at maximum efficiency with low emissions. A 9ppm NOx burner was purchased with the unit to reduce emissions.

There are three major components for the CHP Unit:

1. The turbine which will run 24/7 based on a KW set point or a thermal following mode (i.e., run at a level needed to meet steam demand at the time). The turbine is natural gas fired and is used to turn the generator and produce waste heat exhaust sufficient to generate up to 31,000 PPH of steam in the HRSG (boiler).

2. The Generator can provide 6.2 MW at 59 F with 100% loading. The unit is sized to match the steam requirements at the Refinery. It will operate in steam demand mode most of the time. The generator will be capable of sending electricity to the local grid. However, KUC will also be able to use all the power the CHP can generate. The generator is sized to run at 100 % capacity most of the time, which provides the highest efficiency.

The Generator system provides power to the existing refinery's main 15kV switchgear at breaker #29. The new generating system is composed of a new line-up of 15kV switchgear, three

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transformers, one new five section MCC and one grounding resistor for the 750kva transformer.

This switchgear feeds the following parasitic loads:

- One new 750kva 13.8kV to 480 V transformer connected to a new MCC (Motor Control Center). The core losses are 7.2kw.
- This MCC has a connected load of 665 kw which feeds most of the required ancillary load of the generator.
- The second breaker connects to a 13.8kV to 120/240 V, 50kva transformer which connects to a Lighting panel. 40kw capacity
- The third breaker connects to the 13.8kV Generator.
- The fourth 13.8kV breaker connects to a new 13.8kV to 480V, 250kva transformer which will connect to 3 new 60hp natural gas compressors. One or two operating at a time. 97kw load
- The fifth 13.8kV cabinet has the utility metering.
- Cable losses and exciter losses are minimal.

3. The natural gas-fired duct burner is sized to produce 70,000 PPH of steam in the HRSG boiler to meet the maximum steam requirements of the Refinery facility when waste heat from the turbine is not available due to periods of testing or maintenance. However, the primary intent is to use the waste heat from the turbine to produce steam and maximize the efficiency of the CHP Unit.

Location of the Facility: The Facility is located at the Kennecott Refinery in the vicinity of Magna in Salt Lake County, Utah.

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EXHIBIT B

POINT OF DELIVERY / PARTIES' INTERCONNECTION FACILITIES

Point of Delivery is generally described in the Generation Interconnection Agreement dated October 21, 1988, amended July 28, 2004, as the "Point of Interconnection", including a one line drawing and description of Generating Station, Generation Interconnection Facilities, and PacifiCorp Interconnection Facilities. Specific facilities are:

(i) Generating Station: Seller's 7.54 MW natural gas turbine generation station including electric generators, step-up transformers and appurtenant facilities, located at Kennecott's Refinery in Magna, Utah.

(ii) Generation Interconnection Facilities: Seller's existing electrical facilities interconnecting the Generating Station with PacifiCorp's 138 kV transmission line from PacifiCorp's Terminal Substation and facilities provided and installed by Seller pursuant to the Generation Interconnection Agreement.

(iii) PacifiCorp Interconnection Facilities: PacifiCorp's existing 138 kV transmission facilities connecting the Seller's Interconnection Facilities with PacifiCorp's transmission system and communication and metering facilities installed pursuant to the Generation Interconnection Agreement.

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EXHIBIT C

REQUIRED FACILITY DOCUMENTS

INTERCONNECTION AND OPERATIONS AGREEMENT BETWEEN UTAH POWER AND LIGHT COMPANY AND KENNECOTT CORPORATION dated October 21, 1988, and amended July 28, 2004

PROOF OF COMPLIANCE WITH Exhibit G (INSURANCE REQUIREMENTS)

PROOF OF QF SELF-CERTIFICATION (FERC FORM 556 OR EQUIVALENT)

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EXHIBIT D

MONTHLY MAINTENANCE SCHEDULES

Scheduled maintenance periods are planned for the upcoming year as follows:

- Seller anticipates monthly hydraulic filter changes can be performed while the unit is online. Seller anticipates up to four (4) days of semiannual inspection/maintenance outage to occur in May, and up to six (6) days of annual inspection/maintenance to occur in October or November.

These schedules are tentative and may be adjusted by Seller with thirty (30) days' notice to PacifiCorp.

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EXHIBIT E

PRICING ($/MWh)

"Energy Price" will be the lesser of:

(a) the Block 2 rate under the Electric Service Agreement for the hour of the Delivered Energy; or

(b) for each hour, the simple arithmetic average of the four Western Energy Imbalance Market ("WEIM") Fifteen-Minute Market ("FMM") prices for the KENNECOT_LNODED1 node in such hour. Seller will not be entitled to any compensation in excess of the Energy Price for any Net Output, Green Tags, Capacity Rights, or any other attributes associated therewith.

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EXHIBIT F

CYBERSECURITY REQUIREMENTS

1. DEFINITIONS

The following terms will have the meanings set forth below when used in this Exhibit. Terms used in this Exhibit with initial-capitalized letters but not defined herein will have the meanings set forth in the Contract, or, if the Contract does not include any such meaning, the meaning given to such term in common technical usage.

"Confidential Business Information" will have the meaning as defined in the Contract and in addition will include, for the sake of this Exhibit, any information that can be used to identify or distinguish the identity of an individual, employee, or customer of PacifiCorp, including but not limited to name, social security number, date and place of birth, customer account number, customer address, customer energy usage information, credit or bank account number, passport or driver's license numbers, or any information that is linked or linkable to an individual, employee, or customer that is not otherwise classified as public information by PacifiCorp, including but not limited to; medical, financial, and employment information.

"Contract" means that certain Non-Firm Qualifying Facility Power Purchase Agreement, to which this Exhibit F is a part, between Seller and PacifiCorp.

"DMARC" means Domain-based Message Authentication, Reporting and Conformance.

"Help Desk" means both the telephone number 515-281-2967 and the e-mail address GlobalSecurityOperations@brkenergy.com.

"PacifiCorp Data" means any information, formulae, algorithms, and/or other content that PacifiCorp or PacifiCorp's employees, agents, contractors, and end users upload, create or modify in connection with the performance of PacifiCorp's obligations under the Contract. PacifiCorp Data also includes user identification information and metadata which may contain PacifiCorp Data or from which PacifiCorp Data may be ascertainable.

"Security Incident" means any circumstance when (i) PacifiCorp knows or reasonably believes that the confidentiality, integrity, or availability of any Confidential Business Information has been adversely impacted, including but not limited to, incidents where Confidential Business Information has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Seller knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to PacifiCorp by Seller or the physical, technical, administrative, or organizational safeguards protecting Seller's systems or PacifiCorp's systems holding Confidential Business Information; or (iii) Seller receives any complaint, notice, or communication which relates directly or indirectly to (A) Seller's handling of Confidential Business Information or Seller's compliance with the PacifiCorp Data safeguards in the Contract (including this Exhibit) or applicable law in connection with Confidential Business

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Information or (B) the cybersecurity of the products or services provided to PacifiCorp by Seller.

"Sensitive Personnel" means all personnel with authorized unescorted physical access or authorized cyber access to PacifiCorp's covered units.

2. SCOPE OF THIS EXHIBIT

a. This Article applies to Seller and its personnel and subcontractors that provide hardware, software, or services to PacifiCorp that may impact the confidentiality, integrity, or availability of PacifiCorp's networks, systems, software, PacifiCorp Data, or Confidential Business Information for the Term of the Contract. This Exhibit does not apply to Seller's general corporate or operational technology environments that do not directly access, connect to, host, or process the foregoing.

b. With respect to cybersecurity matters, this Exhibit will take precedence over any other Exhibits which contain cybersecurity provisions to the extent of any conflict between such Exhibits.

3. CYBER SECURITY CONTROLS

a. To the extent this Exhibit applies under Section 2, Seller shall maintain commercially reasonable security safeguards consistent with applicable law and generally accepted industry practices appropriate to the nature of the access and data involved. Any reference to NIST standards is a benchmark for reasonable safeguards and does not require wholesale implementation of controls that are inapplicable to the services or systems within the scope of this Agreement..

b. Seller agrees to notify PacifiCorp of Seller-deemed applicable security vulnerabilities in hardware, software, and services provided under the Contract in a timely manner.

c. Seller warrants that Seller installed hardware, software, and patches installed by Seller under the Contract will not contain malicious code. Seller agrees to provide a method to verify the integrity and authenticity of all software and patches provided by Seller.

d. Seller must follow all applicable PacifiCorp requirements for all remote access to PacifiCorp's System. Seller's personnel will only have gated interactive remote access to PacifiCorp's networks, PacifiCorp's System, and PacifiCorp's applications, through a PacifiCorp firewall and/or secure network connection and such access must be performed on a secure connection, which PacifiCorp will provide and maintain. Upon either (i) personnel termination actions or (ii) changes in the status of Sensitive Personnel which removes their need for remote access, Seller must report such termination or change in status to PacifiCorp's Help Desk. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one (1) business day.

e. Within twelve (12) months from the Execution Date, Seller must ensure that email from Seller and any services provided under the Contract:

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1. Originate from a domain or domains with a published DMARC policy of "reject" and with a published Sender Policy Framework policy consisting of valid senders and a "fail" directive (-all). If the optional DMARC "pct" directive is used, "pct" must be set to "100";

2. Passes a DMARC authentication check;

3. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and

4. Supports Transport Layer Security (TLS).

f. Seller must encrypt and sign file transfers to or from PacifiCorp via Gnu Privacy Guard (GPG), Pretty Good Privacy (PGP), or another mutually agreeable payload encryption solution. Encryption must utilize National Institute of Standards and Technologies-approved algorithms, key lengths and cryptoperiods, with a two (2) year key lifetime or other mutually agreeable payload encryption solution.

g. Seller must utilize physical or virtual token-based multi-factor authentication compliant with National Institute of Standards and Technologies Authentication Assurance Level Two (2) or higher for remote access into Seller networks and external access to Seller email. Authenticators classified as Restricted by National Institute of Standards and Technologies guidance, such as short message service text messages or email, are prohibited.

h. If Seller requires receipt and retention of PacifiCorp Data during the term of the Contract and in accordance with the scope of the Contract, Seller must follow all applicable PacifiCorp requirements for storage, transfer, disposition and access of PacifiCorp Data as set forth in the Contract, including but not limited to:

i. Seller requests for PacifiCorp Data will be limited solely to the extent necessary to perform the services under the scope of the Contract and will be subject to PacifiCorp approval of transfer and storage implementations.

ii. Seller must permanently delete PacifiCorp Data in temporary transfer locations as soon as Seller moves such data to a storage location.

iii. Seller must restrict access to PacifiCorp Data to only necessary Seller personnel and in accordance with the scope of the Contract.

iv. Seller must delete or return PacifiCorp Data to PacifiCorp within the Contract term when retention of PacifiCorp Data is no longer necessary to fulfill Contract obligations.

i. If Seller's scope under the Contract includes an application programming interface, Seller must provide to PacifiCorp a specification for its interface aligned to the latest version available from the OpenAPI Initiative or mutually agreed equivalent.

4. OVERSIGHT OF COMPLIANCE

a. If the Contract includes hosted or cloud services, Seller will provide annually to PacifiCorp a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of the Contract and pertaining directly to Seller.

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b. If the Contract does not include hosted or cloud services, Seller will provide for one of the following:

1. Annually provide to PacifiCorp a copy of the Clearway Cybersecurity Framework document that is based on NIST 800 53 covering the scope of the Contract and pertaining directly to Seller; or

2. Upon PacifiCorp's request, and at PacifiCorp's sole cost and expense, annually provide to PacifiCorp a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under the Contract and pertaining directly to Seller, including audit results and Seller's plan to correct any negative findings; or

3. At PacifiCorp's sole cost and expense, allow PacifiCorp to conduct an assessment, audit, examination, or review of Seller's security controls to confirm Seller's adherence to the terms of this Exhibit, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Seller's privacy and security practices. PacifiCorp may elect to obtain the services of a mutually agreeable third party to conduct this assessment, audit, examination, or review on behalf of PacifiCorp. PacifiCorp will give Seller no less than thirty (30) days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, PacifiCorp may review all controls in Seller's physical and/or technical environment in relation to all Confidential Business Information being handled and/or hardware, software, or services being provided pursuant to the Contract. Seller will fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under the Contract.

5. SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

a. In the event of a Security Incident, the affected Party will:

1. notify the other Party of the Security Incident as soon as practicable by telephone, but no later than forty-eight (48) hours after becoming aware of it and in writing within five (5) business days to the Help Desk; and

2. provide the other Party with support through the below contact to assist with Security Incident management, response, and recovery associated with the Security Incident.

b. Immediately following notification of a Security Incident, the Parties will coordinate with each other to investigate such Security Incident and agree to coordinate with the handling of the matter, including: (i) assisting with an investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by PacifiCorp.

c. The affected Party will use commercially reasonable efforts to assist the other Party with the remedy of any Security Incident and help prevent any further or recurrent Security Incident in accordance with applicable privacy laws, regulations, and standards. The affected Party will reimburse the other Party for actual reasonable costs incurred in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or

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remediation pursuant to this Section 5, and to the extent that (i) they are caused by such affected Party's negligence, or that of its officers, employees, agents, or subcontractors or (ii) the affected Party is liable for such failure under applicable law.

d. The affected Party will provide all necessary information and assistance to the other Party in any litigation or other formal action deemed commercially reasonable by such Party to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Business Information and data.

e. The affected Party acknowledges that any breach of the obligations set forth in this Section 5 may cause the other Party substantial irreparable harm for which monetary damages would not be adequate compensation and agree that, in the event of such a breach or threatened breach, such Party is entitled to seek equitable relief, including a restraining order, injunctive relief and specific performance. Such remedies will not be deemed to be exclusive but will be in addition to all other available remedies at law or in equity, subject to any other express exclusions or limitations set forth in the Contract.

6. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

a. In addition to any other obligations that arise on termination or expiration of the Contract, the Parties agree that, on any expiration or termination of the Contract, upon completion of the delivery of the products and services to be provided under the Contract, or at any time upon PacifiCorp's request, regardless of the circumstance:

1. If Seller has access to PacifiCorp facilities or systems, Seller will immediately surrender to PacifiCorp all access cards, security passes, passwords and other such devices granting access to any PacifiCorp networks or computer systems; and

2. If Seller has PacifiCorp Data, Seller will return any PacifiCorp Data that is in its care, custody or control to PacifiCorp in the format requested by PacifiCorp and Seller will, within fourteen (14) days of receiving PacifiCorp's written confirmation that it can read the PacifiCorp Data provided by Seller, (1) permanently delete any copies of the PacifiCorp Data in Seller's care, custody or control, and (2) send PacifiCorp written confirmation that such PacifiCorp Data has been deleted.

3. If Seller has PacifiCorp hardware or removable media, Seller will return to PacifiCorp all hardware and removable media provided by Seller that contains PacifiCorp Data. PacifiCorp Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by PacifiCorp. If the hardware or removable media containing PacifiCorp Data is owned by Seller or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the person who performed the destruction will be sent to a designated PacifiCorp security representative within fifteen (15) days following expiration of the term of the Contract, or at any time upon PacifiCorp's request. Seller's destruction or erasure of PacifiCorp Data pursuant to this subsection must be in compliance with NIST or ISO Standards.

b. Prior to the expected expiration or termination of the Contract by either Party for any reason, including by means of a default under the Contract, Seller agrees to provide

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PacifiCorp with the reasonable assistance services requested by PacifiCorp. As may be applicable, these services will include, at a minimum, converting PacifiCorp Data, providing parallel services until PacifiCorp has transitioned to a new system, providing on-site technical support, cooperating with PacifiCorp or its designated vendor in developing required interfaces, and such other assistance services as will be necessary or appropriate. The Parties agree that such assistance services may extend beyond the term of the Contract as reasonably required by PacifiCorp.

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EXHBIT G

INSURANCE REQUIREMENTS

1.1 Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

1.2 Neither Party shall be liable to the other party for special, punitive, indirect or consequential damages, whether arising from contract, tort (including negligence), strict liability, or otherwise.

1.3 Required Policies and Coverages. Without limiting any liabilities or any other obligations of Seller under this Agreement, each Party must secure and continuously carry with insurers acceptable to PacifiCorp (which will not be unreasonably withheld), or self-insure, the following insurance coverage:

1.3.1 Workers' Compensation. Each Party must comply with any applicable laws or statutes, state or federal jurisdiction, where Seller performs work.

1.3.2 Employers' Liability. Each Party must maintain employers' liability insurance with minimum limits covering bodily injury for: $1,000,000 – each accident, $1,000,000 by disease – each employee, and $1,000,000 by disease – policy limit.

1.3.3 Commercial General Liability. Each Party must maintain insurance to include premises and operations, contractual liability, with a minimum single limit of $1,000,000 each occurrence to protect against and from loss by reason of injury to persons or damage to property based upon and arising out of the activity under this Agreement.

1.3.4 Business Automobile Liability. Each Party must secure and continuously carry business automobile liability insurance with a minimum single limit of $1,000,000 each accident covering bodily injury and property damage with respect to Seller's vehicles whether owned, hired or non-owned.

1.3.6 The Commercial General Liability policy required herein shall include i) provisions or endorsements naming the other Party, its Board of Directors, Officers and employees as additional insureds, and ii) cross liability coverage so that the insurance applies separately to each insured against whom claim is made or suit is brought, even in instances where one insured claims against or sues another insured.

1.3.7 All liability policies required by this Agreement shall include provisions that such insurance is primary insurance with respect to the interests of the other Party and that any other insurance maintained by the other Party is excess and not contributory insurance with the insurance required hereunder, and provisions that such policies shall not be canceled or their limits of liability reduced without 1) ten (10) days prior written notice to the other Party

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if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to the other Party if canceled for any other reason. A certificate in a form satisfactory to the other Party certifying to the issuance of such insurance, shall be furnished to the other Party promptly, but in no event later than fifteen (15) days after request. Commercial General Liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the ce1tificate. Insurance coverage provided on a "claims-made" basis shall be maintained by each Party for a minimum period of five (5) years after the completion of this Agreement.

1.3.8 Each Party, at its option, may self-insure for any or all of the coverage described above. In the event and to the extent a Party so elects, that Party shall advise the other Party in writing. For all such self-insurance maintained by a Party, that Party agrees to provide the other Party all the benefits that would otherwise be available and provided under an insurance policy in accordance with the requirements set forth above in this Section 1.1, including but not limited to defense of claims.