

September 2, 2020

Via eTariff

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

**Re: *PacifiCorp*, Docket No. ER20-____-000
Seventh Amended and Restated Transmission Service and Operating
Agreement, Rate Schedule No. 280**

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”)¹ and Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations,² PacifiCorp hereby submits for filing the Seventh Amended and Restated Transmission Service and Operating Agreement (“Amended TSOA”), between PacifiCorp and Deseret Generation & Transmission Co-Operative, Inc. (“Deseret”), to be designated as PacifiCorp Seventh Revised Rate Schedule No. 280 in eTariff. As discussed herein, the Amended TSOA is a result of the Parties’ efforts to account for certain operational changes at existing Points of Delivery (“PODs”) and account for certain new PODs, consistent with previous filings accepted by the Commission, as well as to generally update the agreement since it was last filed with the Commission in Docket No. ER13-1005.

PacifiCorp respectfully requests that the Commission accept the Amended TSOA for filing with an effective date of November 1, 2020. Deseret has reviewed this filing and has authorized PacifiCorp to state that Deseret supports it.

I. Background

A. PacifiCorp

PacifiCorp is an Oregon corporation and vertically-integrated utility primarily engaged in providing retail electric service to approximately 1.9 million residential, commercial, industrial, and other customers in portions of six states: California, Idaho, Oregon, Utah, Washington, and Wyoming. PacifiCorp provides electric transmission service in nine Western states, and owns or has interests in approximately 16,500 miles of transmission lines and 71 thermal, hydroelectric, wind-powered generating, and

¹ 16 U.S.C. § 824d (2018).

² 18 C.F.R. Part 35 (2020).

geothermal facilities. PacifiCorp provides open access transmission service in accordance with its Open Access Transmission Tariff (“OATT”), which is on file with the Commission. PacifiCorp operates two balancing authority areas (“BAAs”), PacifiCorp East (“PACE”) and PacifiCorp West (“PACW”).

B. Deseret

Deseret is a not-for-profit generation and transmission electric cooperative formed by its six distribution cooperative members in the late 1970s. Deseret provides requirements power supply and related services to its six member cooperatives located in Utah, Nevada, Wyoming, Colorado, and Arizona. Deseret has ownership rights on two generation resources and four transmission lines in the PACE BAA.

C. Description of the TSOA

PacifiCorp provides transmission service for Deseret to serve its members from its resources through various PODs as well as provide the services necessary as a BAA operator, including certain ancillary services to support loads served off both Deseret’s (and certain Deseret members’) transmission systems and PacifiCorp’s transmission system pursuant to TSOA. The PODs to which PacifiCorp delivers power and energy under the agreement are described in Appendix A to the Amended TSOA. Since its initial filing with the Commission, the Parties have amended the TSOA to conform to Commission-accepted settlement agreements,³ and, as relevant to this filing, to update the Appendices.⁴ PacifiCorp filed the current TSOA, the Sixth Amended and Restated TSOA, on February 28, 2013 in Docket No. ER13-1005,⁵ to clarify—pursuant to a previous settlement agreement—details regarding specific resources serving as qualifying generators, the prevailing eligibility criteria for additional generators, and the associated crediting mechanism.

II. Description of the Amended TSOA

The Amended TSOA with Deseret is filed herewith as Seventh Revised Rate Schedule No. 280. Consistent with previously accepted filings,⁶ and as described further

³ See, e.g. PacifiCorp, Letter Order, Docket No. ER01-3031 (Nov. 15, 2001) (accepting updated Deseret TSOA following settlement agreement, mediated with FERC’s dispute resolution service); PacifiCorp, Letter Order, Docket No. ER13-1005 (April 23, 2013) (accepting updated charges for ancillary services in Appendix E to Deseret TSOA).

⁴ See, e.g. PacifiCorp, Letter Order, Docket No. ER09-1453 (Aug. 24, 2009) (accepting updated Deseret TSOA, which included an updated Appendix A including an interim POD at Garkane); PacifiCorp, Letter Order, Docket No. ER09-1175 (Jul. 9, 2009) (accepting updated Appendices A, B, C, and E—including additional PODs to serve existing members at Flowell, Dixie, and Bridger Valley); PacifiCorp, Letter Order, Docket No. ER10-40 (accepting revisions to the PODs listed in Appendix A).

⁵ PacifiCorp, Letter Order, Docket No. ER13-1005-000 (April 23, 2013) (accepting Sixth Revised Deseret TSOA).

⁶ See *supra* notes 3-4.

below, the Amended TSOA reflects mutually-agreed upon updates to the main body of the agreement as well as to certain Appendices.

A. Changes to the Body

The body of the Amended TSOA has been updated to reflect the current state of Deseret's service. First, the Parties have agreed to remove references to previously-provided metering interrogation services, which had been incorporated into the TSOA in 2011 following the termination of a separate Control Area Services Agreement between the parties.⁷ The Amended TSOA strikes references to these meter interrogation services in former Sections 1.29, 13, and 14, and Appendix G, in recognition that Deseret no longer requires nor desires these services from PacifiCorp. Additionally, the recitals and Section 31 have been updated to reflect the amendment history and to cross-reference a separate Interconnection Agreement between the Parties, and the body of the Amended TSOA and the Table of Contents have been updated to reflect changes in section numbering.

B. Changes to the Appendices

The Amended TSOA revises several Appendices, including Appendix A (Deseret Points of Delivery), Appendix F (Deseret System), Appendix G (Meter Interrogation Services, and Appendix H (Excluded Behind-The-Meter Generation). With the exception of two new PODs in Appendix A, discussed below, these revisions do not reflect any new service to Deseret.

1. Appendix A Changes

Appendix A of the Amended TSOA sets out the PODs for Deseret members taking service through the Amended TSOA. The changes to Appendix A fall into three categories: first, Attachment A updates the POD names for Flowell, and Newcastle (now called "Moyle"), and updates the nearest PacifiCorp substations to the Sigurd POD (Garkane substation), Hildale POD (Windy Ridge substation), as well as to the Dixie "Quail Creek Tie" emergency POD (Windy Ridge substation). Second, to account for operational changes on PacifiCorp's system and to enhance reliability to Deseret's Dixie loads, redundant PODs for Dixie have been added to Appendix A: Purgatory #1 and #2.⁸ Neither of these new PODs are associated with increased load or service. Rather, these PODs ensure more reliable service to existing Dixie load and enhance operational and reliability-related efficiencies on PacifiCorp's system.

⁷ PacifiCorp, Letter Order, Docket No. ER12-484, (Jan. 18, 2012) (accepting revisions to the Deseret TSOA filed in ER12-484, including the addition of Appendix G, and related provisions, regarding metering interrogation services following termination of Control Area Services Agreement); PacifiCorp, Letter Order, Docket No. ER12-485 (Jan. 19, 2012) (accepting notice of termination of its Control Area Services Agreement (CASA) between PacifiCorp and Deseret).

⁸ New footnote 11 also cross-references a separate June 12, 2019 Transmission and Interconnection Agreement governing ownership and maintenance of metering and communications equipment at PacifiCorp's Purgatory substation. PacifiCorp, Letter Order, Docket No. ER19-2097 (Aug. 2, 2019) (accepting agreement for filing).

Third, Appendix A is updated to add the additional “Enterprise Solar SS” and “Cove Mtn. SS” PODs, which, respectively, represent transmission for station service to Deseret’s Enterprise Solar facility beginning April 1, 2016, and transmission for station service to Deseret’s Cove Mountain generator beginning June 1, 2020. Appendix A has also been updated with additional, emergency only, on-system PODs at Millcreek, Panguich Intertie, and Hildale Apple Valley, which are prospective changes only, effective as of the Commission-established effective date of this filing.

2. Appendix F Changes

The Parties have agreed to clarifications in Amended TSOA Appendix F (Deseret System), which was first incorporated into the TSOA in 2011 to better identify Deseret’s loads and resources. Specifically, the Appendix has been updated to further delineate the Parties’ respective meter IDs and other meter-related information. These revisions are ministerial in nature and do not affect the terms or conditions, or any associated revenues, of Deseret’s service under the Amended TSOA.

3. Appendix G and Appendix H Changes

As noted above, Appendix G has been revised to remove references to meter interrogation services, which PacifiCorp will no longer provide to Deseret. In its place, Appendix G has now been replaced with an updated chart of excluded behind-the-meter generation, which was formerly set out in Appendix H. These revisions do not make any substantive changes to the provision of service, and simply seek to ensure the Amended TSOA is updated to accurately reflect the current state of Deseret’s service from PacifiCorp.

III. Time-Value Refunds

PacifiCorp acknowledges that revisions to the TSOA require timely filing with the Commission. Furthermore, Commission precedent requires a utility submitting a late-filed agreement to “refund to its customers the time value of revenues collected, calculated pursuant to section 35.19a of [the Commission’s] regulations (18 C.F.R. § 35.19a), for the entire period that the rate was collected without Commission authorization.”⁹ FERC has also recognized, however, that when no revenues are collected pursuant to a late-filed agreement, no such refunds are required.¹⁰

Accordingly, because charges to Deseret under the TSOA are based on PacifiCorp’s OATT-based network integration transmission service rate as applied to

⁹ *Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, 61,979, order on clarification, 65 FERC ¶ 61,081 (1993).

¹⁰ *PacifiCorp*, 141 FERC ¶ 61,010, P 11 (2012) (“Based on PacifiCorp’s representations that no revenues were collected pursuant to these late-filed agreements, no refunds are required.”).

Deseret's aggregate peak demand,¹¹ only changes related to the new Enterprise Solar SS and Cove Mountain PODs constitute additional load service, and therefore, additional revenues to PacifiCorp from which time-value refunds must be made. The other changes described in Part II did not result in an incremental addition to Deseret's monthly peak demand, or otherwise increase service to Deseret. The spreadsheet in Attachment A details an estimated calculation of time-value refunds for the incremental charges to Deseret under the Amended TSOA for these PODs, calculated through August 12, 2020. Upon Commission acceptance of this filing, PacifiCorp will calculate the full refunds through the effective date of this filing, remit payment to Deseret, and submit a refund report to the Commission.

IV. Additional Information

A. Effective Date and Request for Waiver

In accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp respectfully requests that the Commission establish an effective date of November 1, 2020 for the Amended TSOA. This filing substantively complies with the requirements of Part 35 of the Commission's regulations applicable to filings of this type. To the extent that any filing requirement in Part 35 is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

B. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons and PacifiCorp requests that they be placed on the service list in this proceeding.¹²

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¹¹ Amended TSOA at Appendix C.

¹² To the extent necessary, PacifiCorp respectfully requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b), to permit all of the persons listed to be placed on the official service list for this proceeding.

C. Service

Pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure, a copy of this filing is being served on the following:

Deseret Generation & Transmission Co-operative, Inc.
c/o Clay MacArthur
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
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D. Documents Included with this Filing

PacifiCorp is submitting a filing package that includes:

- This Transmittal Letter;
- Attachment A: Spreadsheet of Time Value Refunds, calculated through August 12, 2020;
- Redline version of the Seventh Revised Rate Schedule No. 280; and
- Clean executed version of the Seventh Revised Rate Schedule No. 280.

IV. Conclusion

For the foregoing reasons, PacifiCorp respectfully requests that the Commission accept the Amended TSOA, effective November 1, 2020 as requested.

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

/s/ Riley Peck
Riley Peck

Attorney for PacifiCorp

Attachment A:

Spreadsheet of Time Value Refunds, Calculated Through August 12, 2020

SEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION COOPERATIVE
AND
PACIFICORP

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Appendix A: Deseret Points of Delivery

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SEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION COOPERATIVE
AND
PACIFICORP

PREAMBLE

THIS SEVENTH AMENDED AND RESTATED AGREEMENT is made and entered into as of this 1st day of September, 2020 by and between DESERET GENERATION & TRANSMISSION COOPERATIVE, a cooperative organized under the laws of the State of Utah and authorized to do business in the State of Utah. (“Deseret”); and PACIFICORP, an Oregon corporation. Deseret and PacificCorp are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacificCorp has agreed in several existing agreements to provide transmission service for the various resources available to Deseret, as well as to provide the other services necessary as a Balancing Authority Area operator, including to provide certain Ancillary Services to support loads served off both Deseret’s (and certain Deseret Members’) transmission systems and PacificCorp’s transmission system; and

WHEREAS, the Parties desire to simplify and consolidate the existing transmission and ancillary service obligations and procedures into a single agreement whereby PacificCorp shall provide such transmission service and other services for Deseret; and

WHEREAS, Deseret and PacificCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 (“Interim Agreement”) which consolidated transmission services under existing agreements;

WHEREAS, the Parties mutually agreed to replace the Interim Agreement with a subsequent Agreement as of May 1, 1992 (“Original Agreement”);

WHEREAS, the Parties entered into the Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 (“Amended Agreement”);

WHEREAS, PacificCorp provided the Balancing Authority area and other related services as part of the Power Marketing and Resource Management Services Agreement (“PMA”), which terminated on December 31, 2003;

WHEREAS, the Parties entered into the Control Area Services Agreement dated August 13, 2003, providing for the transmission systems of Moon Lake Electric Association

("Moon Lake"), Deseret, and certain portions of the Bridger Valley Electric Association ("Bridger Valley") to remain in PacifiCorp's Balancing Authority Area, which terminated on May 31, 2011;

WHEREAS, the Parties entered into the Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 ("Second Amended Agreement");

WHEREAS, the Parties have entered into the First Amended and Restated Control Area Services Agreement, providing for the transmission systems of Moon Lake Electric Association ("Moon Lake"), Deseret, and certain portions of the Bridger Valley Electric Association ("Bridger Valley") to remain in PacifiCorp's Balancing Authority Area, which terminated on the effective date of the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011 ("Third Amended Agreement");

WHEREAS, the Parties have entered into the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Fifth Amended and Restated Transmission Service and Operating Agreement dated August 14, 2012;

WHEREAS, the Parties have entered into the Sixth Amended and Restated Transmission Service and Operating Agreement dated February 25, 2013 (the "Prior Amended and Restated Agreement");

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate in its entirety the Prior Amended and Restated Agreement, and agree as follows:

1. Definitions. When used in this Agreement with initial capitalization, the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms;
 - 1.1 Agreement – This Seventh Amended and Restated Transmission Service and Operating Agreement between Deseret and PacifiCorp.
 - 1.2 APD – The aggregate peak demand in a month, coincident with the hour of the Monthly Transmission System Peak Demand for transmission service on PacifiCorp's transmission system, for the transfer of Deseret's resources other than the Western Resource to the Points of Delivery set forth in Appendix A. The

APD shall be the positive sum, if any, during that hour of (a) Deseret's schedules from the Hunter Resource to its Mona Point of Delivery, which schedules shall not include any schedule of Deseret's entitlement in Hunter II to another party at the Hunter bus, plus (b) any amount by which Deseret's schedule(s) to Hunter from one or more Points of Receipt outside the Hunter switchyard, if any, exceeds its schedule(s) of its Hunter Resource to point(s) outside of the Hunter switchyard, plus (c) Deseret's hourly average metered loads at those On-System metered Points of Delivery set forth in Appendix A, as reflected at 46 kV or higher voltage, all adjusted for transmission losses, plus (d) Deseret's hourly schedules to its loads at those On-System scheduled Points of Delivery set forth in Appendix A, other than those schedules from the Hunter Resource to the Mona POD, less (e) the schedule for the Western Resource to transmission-eligible loads, as adjusted for transmission losses.

- 1.3 Ancillary Services – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the PacifiCorp Transmission System and the Deseret System, in accordance with Good Utility Practice. Ancillary Services are provided as set forth in Section 8 and Appendix E.
- 1.4 Area Control Error (“ACE”) – The instantaneous difference between actual and scheduled interchange, taking into account the effects of Frequency Bias (and time error or unilateral Inadvertent Interchange if automatic correction for either is part of the system's AGC).
- 1.5 Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time as specified by the North American Electric Reliability Corporation (NERC).
- 1.6 Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.7 Behind-the-Meter Generation – Deseret's and its members' existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW. Notwithstanding the foregoing, (a) the units set forth on Appendix G shall not be included as Behind-the-Meter Generation, and (b) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.8 Bonanza – The approximate 458 megawatt Unit No 1, as may be modified from time to time, located thirty (30) miles south of Vernal, Utah and connected to the Deseret System, which is operated by Deseret. Deseret jointly-owns Bonanza; Deseret’s ownership share of the Bonanza generation is 96.25%.
- 1.9 Bridger Valley Flaming Gorge Transmission System – For purposes of this Agreement only, the 69 kV transmission facilities owned by Bridger Valley and interconnected load serving substations located in southwest Wyoming and northeast Utah that are normally served from interconnections with Western Area Power Administration (“Western”) at the Fontenelle and Flaming Gorge Substations as further described in Appendix A hereof. The Bridger Valley Flaming Gorge Transmission System is normally electrically separated from the Bridger Valley Sweetwater Transmission System.
- 1.10 Bridger Valley Sweetwater Transmission System – For purposes of this Agreement only, the 230 kV and 69 kV transmission facilities and interconnected load serving substations owned by Bridger Valley and located in southwest Wyoming and northeast Utah that are normally served from an interconnection with PacifiCorp’s Blackfork Substation. The Bridger Valley Sweetwater Transmission System is normally electrically separated from the Bridger Valley Flaming Gorge Transmission System.
- 1.11 Business Practices – PacifiCorp periodically develops, and posts on its OASIS website, transmission business practices that provide additional detail explaining how PacifiCorp will implement procedures related to its Tariff and this Agreement.
- 1.12 Deseret Area Load – Load of Deseret and its Member systems that is physically within or telemetered into the PACE Balancing Authority Area and load served by Deseret through exports outside the PacifiCorp Balancing Area, but not including Deseret On-System Load. For any increase greater than 1 MW in Deseret Area Load to serve a Deseret Member, Deseret shall provide adequate notice for resource planning purposes and required information in accordance with Section 31.6 of PacifiCorp’s Tariff. Deseret Area Load shall be metered and shall be adjusted as necessary for losses from the point of input to the Deseret Transmission System.
- 1.13 Deseret Load – The total of Deseret Area Load and Deseret On-System Load.
- 1.14 Deseret On-System Load – Load served by Deseret at those Points of Delivery set forth in Appendix A, as determined by meter or schedule. Metered Deseret On-System Load shall include Behind-the-Meter Generation. Deseret may elect to designate less than its total load as Deseret On-System Load but may not

designate less than its total load at a discrete, metered Points of Delivery. Where Deseret has elected not to designate a particular load at discrete, metered Points of Delivery as Deseret On-System Load, Deseret is responsible for making separate arrangements under Part II of PacifiCorp's Tariff for any point-to-point transmission service that may be necessary for such non-designated load.

- 1.15 Deseret Resource – Any resource that is owned, purchased, or leased by Deseret or its Members, which long-term resources shall be designated in Appendix F hereof; provided, however, Deseret may not use any interruptible import as a Deseret Resource. Deseret may designate additional resources from time-to-time in an amount commensurate with its increase in forecast Deseret Load. Deseret Resources shall include Behind-the-Meter Generation as identified, but with the exclusions also identified in Section 1.7 and Appendix G.
- 1.16 Deseret System – The Moon Lake Transmission System and the Deseret Transmission System and those portions of the Bridger Valley, Moon Lake and Deseret Systems which are associated with service to Telemetered Deseret Area Load.
- 1.17 Deseret Transmission System – Those 345-kV, 138-kV, and 69-kV transmission facilities owned by Deseret within the PACE Balancing Authority Area.
- 1.18 Effective Date – The date determined in Section 2 herein.
- 1.19 Equivalent Point of Delivery – Any adjustment to loads as required to provide an equivalent load at a specific point of delivery.
- 1.20 Excluded Services – Ownership obligations associated with the Deseret Transmission System and Deseret Resources including, but not limited to, Deseret's compliance obligations associated with its status as a WECC-registered Transmission Owner, Transmission Service Provider, Transmission Planner, and Generator Operator as those terms are defined in the NERC Glossary of Terms. Ownership obligations also include, but are not limited to, capital upgrades, system expansion, planned or unplanned maintenance, system studies, metering and communication equipment installations or upgrades. PacifiCorp does not provide Excluded Services under this Agreement, and Deseret shall be responsible for all such services. PacifiCorp's obligations under this Agreement are limited to those services expressly provided herein.
- 1.21 FERC – The Federal Energy Regulatory Commission or its successor.
- 1.22 Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods and acts which, in the exercise of

reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

- 1.23 Hunter II – Unit No. 2 of the Hunter Generation Station located near Castledale, Utah, which is operated by PacifiCorp.
- 1.24 Hunter Resource – The power and energy delivered by Deseret to the transmission system of PacifiCorp at the Hunter generating station. Such power and energy includes (i) amounts generated from Deseret’s ownership interest in Hunter generation; (ii) amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to Deseret at the Hunter bus; and (iii) amounts due Deseret and scheduled from Deseret’s Hunter Variation Account. The Hunter Resource includes only power and energy scheduled by Deseret off the Hunter bus using the transmission service herein and excludes any power and energy provided at the Hunter bus by Deseret to one or more entities with ownership rights or to satisfy a deficiency in Deseret’s Hunter Variation Account.
- 1.25 Hunter Variation Account – The account described in Section 6 in which the hourly differences are accumulated between Deseret’s schedule of its Hunter Resource (i.e., Net Hunter Schedule) and that amount otherwise available to Deseret (net of obligations to third parties at the Hunter bus) based on the actual net generation of Hunter II.
- 1.26 Industry Scheduling Requirements – Those standards, guidelines, and protocols for the scheduling of capacity and energy as approved by FERC, NERC, NAESB, or WECC.
- 1.27 Internal Generation – The net output of those Deseret Resources located within the Deseret System including the Bridger Valley Flaming Gorge Transmission System, the Moon Lake Transmission System and the Deseret Transmission System. These plants, as of the Effective Date of this Agreement, are Bonanza 1, Taylor Draw Hydro, Uinta Hydro, and Yellowstone Hydro.
- 1.28 Intra-Balancing Authority Area Points – Points where the Deseret System interconnects with the PacifiCorp transmission system and the PACE Balancing Authority Area.

- 1.29 Mona – PacifiCorp’s Mona 345 kV Switchyard, located near Mona, Utah.
- 1.30 Moon Lake Transmission System – For the purposes of this Agreement only, the Moon Lake Transmission System shall consist of the 69 kV and 138 kV transmission facilities and interconnected load serving substations located in northeast Utah and northwest Colorado within the electrical system bounded by the PACE Balancing Authority Area Tie-Line meters, as further described in Appendix A hereof.
- 1.31 Native Load – The normal utility obligations of PacifiCorp to provide safe, economic and reliable service in accordance with Good Utility Practice to entities within PacifiCorp’s Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including Deseret, and (3) PacifiCorp’s normal obligations associated with operating a Balancing Authority Area. Deseret loads within PacifiCorp’s Balancing Authority Area are included within Native Loads hereunder.
- 1.32 Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp transmission system by Deseret from the Hunter Resource.
- 1.33 NERC – North American Electric Reliability Corporation.
- 1.34 NAESB – North American Energy Standards Board.
- 1.35 Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders dealing with OASIS.
- 1.36 PacifiCorp Transmission System – The facilities at 46 kV and above that are owned, controlled or operated by PacifiCorp, that are used to provide firm transmission service under this Agreement, and that are included in PacifiCorp’s transmission revenue requirement periodically filed with FERC.
- 1.37 Points of Delivery (“POD”) – Point(s) on PacifiCorp’s Transmission System where capacity and energy are delivered by PacifiCorp and made available to Deseret, as specified in Appendix A hereof.
- 1.38 Point of Receipt (“POR”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy are delivered to PacifiCorp by Deseret, as specified in Appendix B hereof.

- 1.39 Real Power Losses – Electrical losses associated with the use of the PacifiCorp Transmission System. Such losses are provided for in Section 7 of this Agreement and Schedule 10 of the Tariff.
- 1.40 Tariff – PacifiCorp’s Open Access Transmission Tariff.
- 1.41 Telemetered Deseret Area Load – For the purposes of this Agreement only, Telemetered Deseret Area Load shall consist of loads which are outside the electrical boundary formed by the Tie-Line meters of the PACE Balancing Authority Area, but which are effectively transferred into the PACE Balancing Authority Area through a telemetry signal which represents the moment-to-moment load of those transferred Loads. These telemetered loads are comprised of the Bridger Valley Flaming Gorge Transmission System, the Moon Lake load served from Western’s Vernal substation at 69 kV (but metered at 138 kV) and the Deserado coal mine served from the “CA” tap on the Rangely-Meeker 138 kV line in Western’s Balancing Authority Area. These loads are served, in part, from the Deseret Transmission System.
- 1.42 Tie-Line – A circuit connecting two or more Balancing Authority Areas or systems of an electric system.
- 1.43 Western – Western Area Power Administration Salt Lake City Area Integrated Projects.
- 1.44 WECC – Western Electricity Coordinating Council.
- 1.45 Western Resource – Power and energy available to Deseret at the Western points of use with PacifiCorp pursuant to the Western Transmission Agreement.
- 1.46 Western Transmission Agreement – the transmission service agreement (Rate Schedule FERC No. 262) between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination.

- 2.1 This Agreement shall be subject to its acceptance for filing by FERC. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, the Parties may terminate this Agreement upon mutual agreement. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements.

- 2.2 This Agreement shall become effective upon the date established by FERC upon acceptance of the Agreement for filing.
- 2.3 If accepted for filing by FERC, this Agreement, as hereafter amended, will remain in full force and effect for so long as Deseret is interconnected with the PacifiCorp Transmission System as set forth in Appendices A and B hereof; provided, however, that the Agreement may be suspended, terminated or replaced by mutual agreement of the Parties and is subject to modification pursuant to Sections 29 and 33 of this Agreement.

3. Firm Transmission Service.

- 3.1 Commencing on the Effective Date, PacifiCorp shall accept from Deseret schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy for the purpose of serving Deseret On-System Load, net of load served by the Western Resource, and to deliver capacity and energy from the Hunter Resource to the Mona POD, to the extent and only to the extent that such Hunter Resource capacity and energy is in excess of the Deseret On-System Load net of the Western Resource. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such energy to deliveries pursuant to Section 3.2 and Section 3.3 herein.
- 3.2 PacifiCorp shall make reasonable provisions to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:
 - (a) Interruptions or reductions due to force majeure events pursuant to Section 20 herein;
 - (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's transmission system or generation facilities; or
 - (c) Interruptions or reductions which, in the reasonable opinion of the PacifiCorp designated operator, are necessary for the purposes of maintenance, repair, replacement, installation of equipment or inspection of the PacifiCorp Transmission System or generation facilities. Except as specified in Section 25 herein, PacifiCorp shall not be liable to Deseret for any damages resulting from any of the above interruptions or reductions. PacifiCorp shall provide Deseret reasonable advance notice of any

scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

- 3.3 In the event of an interruption or reduction occurrence as described in Section 3.2 herein, interruptions or reductions shall be made consistent with the curtailment priorities set forth in PacifiCorp's Tariff and Business Practices.
- 3.4 Deseret shall pay PacifiCorp for firm transmission service provided under this Section monthly in accordance with Appendix C.
- 3.5 Deseret may use PacifiCorp's Transmission System to deliver energy to its Deseret Load at the Points of Delivery from resources that have not been designated as Deseret Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

4. Low Voltage Service to Western.

- 4.1 In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the Points of Delivery at 138 kV or higher which are also "Points of Use" as defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, shall be charged at the rates for low-voltage service prescribed in the PacifiCorp-Western Agreement (Contract No. 88-SLC-0085).

5. Distribution Voltage Service.

- 5.1 For those Points of Delivery at distribution voltages (voltages below 46-kV), Deseret shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should Deseret upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46 kV, PacifiCorp, upon receipt of written notice of such change, shall amend Appendix D upon reasonable notice to reflect the

elimination of such distribution voltage Point of Delivery. The level of this charge may be adjusted from time to time pursuant to Section 33 herein.

6. Hunter Variation Account.

- 6.1 The Parties shall establish and maintain a variation account to accumulate the hourly differences between Deseret's schedule of its ownership entitlement in Hunter II generation and Deseret's share of actual Hunter II net generation, based on Deseret's ownership entitlement of Hunter II and its schedule; provided, however, that Deseret's share of actual Hunter II net generation for purposes of calculating this variation shall be reduced by any capacity held (via electronic tag) by Deseret for Operating Reserves. Energy charged to or credited from the Hunter Variation Account as provided in this section shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall notify and provide an accounting summary to Deseret after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods indicating whether such energy is due PacifiCorp or due Deseret. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within the next calendar month after PacifiCorp's notification unless otherwise mutually agreed.

7. Transmission Loss Provisions.

- 7.1 Deseret is responsible for replacing or purchasing Real Power Losses incidental to all metered and scheduled deliveries, as appropriate, of power and energy hereunder to Deseret On-System Load, net of load served by the Western Resource, and to the Mona Point of Delivery from the Hunter Resource. Such transmission losses shall be calculated in accordance with Schedule 10 of the Tariff.
- 7.2 Meters used for purposes of calculating Deseret On-System Load and/or Deseret Resources may require additional adjustment from the point of metering to an Equivalent Point of Delivery. A list of meters with this requirement is maintained by PacifiCorp and subject to change upon mutual agreement.

8. Ancillary Services. Ancillary Services are needed with transmission service to maintain reliability within and among the Balancing Authority Areas affected by the transmission service. This section applies to transmission service provided by PacifiCorp over PacifiCorp's Transmission System as well as transmission service utilized by Deseret over the Deseret System. Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E.

The services provided hereunder do not include Excluded Services. Deseret shall self-supply or make other third-party arrangements for provision of any Excluded Services.

- 8.1 PacifiCorp will include the Deseret System and the Deseret Area Load within its own Balancing Authority Area operations. Deseret recognizes that, as a Balancing Authority, PacifiCorp must fulfill the responsibilities required by the NERC and WECC and will cooperate with PacifiCorp in the fulfillment of PacifiCorp's responsibilities, including the agreement to bear its fair and reasonable share of the Balancing Authority Area costs associated with the services to be provided herein consistent with the methods, practices, requirements, and rates of PacifiCorp's Tariff and Business Practices. The responsibilities of the Parties are further defined in a separate Transmission Operator Coordination Agreement.
- 8.2 PacifiCorp shall offer to provide and sell to Deseret those Ancillary Services which are required by PacifiCorp's Tariff to be offered by the Transmission Provider, including Ancillary Services in support of the Deseret System.
- 8.3 Deseret may not decline PacifiCorp's offer of any of the Ancillary Services pursuant to Section 8.2 above unless it demonstrates consistent with the provisions of PacifiCorp's Tariff that it has acquired such Ancillary Service from a third-party or through self-supply.
- 8.4 Should Deseret wish to self-supply Ancillary Services as specified by Section 8.3 of this Agreement, it shall do so in accordance with PacifiCorp's Tariff and consistent with applicable Business Practices.
9. Scheduling Provisions. Deseret shall provide such scheduling information in a form and timing that complies with Industry Scheduling Requirements and PacifiCorp's Business Practices for all load in, resources in, imports to, and exports from and through the PACE Balancing Authority Area.
10. Study Procedures for Additional Service Requests. Deseret may request that PacifiCorp provide firm transmission service to additional Deseret On-System Load or resources under this Agreement. The Parties shall follow the procedures set out in Section 32 of PacifiCorp's Tariff to determine the requirements for additional requested service.
11. System Planning. Deseret shall provide its projected load and resource information for Deseret On-System Load in a format and timing consistent with that required from entities taking Network Integration Transmission Service under PacifiCorp's Tariff. Deseret shall also provide its projected load and resource information for the Deseret System in a format and timing that will allow PacifiCorp to adequately plan for the provision of Ancillary Services provided to Deseret pursuant to this Agreement. Deseret shall respond with the information as requested consistent with the instructions and timing set forth (or referenced by) PacifiCorp's request.

- 11.1 PacifiCorp shall coordinate its transmission planning with Deseret in accordance with Attachment K or applicable transmission planning section of the Tariff.
- 11.2 Additional Points of Receipt and Additional Points of Delivery
- (a) Additional Points of Receipt may be added to Appendix B upon mutual agreement of the Parties. The Parties shall follow the procedures set out in Section 33 of PacifiCorp's Tariff to determine the terms under which such additional Point of Receipt may be accommodated.
 - (b) Additional Points of Delivery for Deseret On-System Load may be added to Appendix A in accordance with the terms of the Tariff upon reasonable notice to PacifiCorp.
12. Unauthorized Use. If Deseret uses transmission service on the PacifiCorp Transmission System at a Point of Receipt or Point of Delivery not specified in Appendix A or Appendix B hereof, or in a manner not authorized by this Agreement, it is required to pay for transmission service and Ancillary Services that were provided by PacifiCorp in accordance with the Tariff, including unauthorized use charges.
13. Metering Equipment and Communication Facilities. Deseret shall install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, points of interconnection between the PacifiCorp and Deseret Transmission Systems, at each Deseret Resources that is Behind-the-Meter Generation, and other points on the Deseret System as required to monitor, control and carry out the obligations and duties required by this Agreement. Deseret shall also install, operate, maintain, repair and replace the metering equipment and communications facilities. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; and (2) metering equipment and communication facilities at points of delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of, any testing and/or calibration of metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be reasonably accessible to both Parties for reading manually or via telephone circuits. Each Party shall allow the other Party reasonable time in each hour, in cooperation with third parties, for electronic access to such metering equipment for interrogation. Inspections of its metering will be conducted by PacifiCorp in accordance with its procedures for inspecting other similar load and interchange meters.

14. Under-frequency Relay. Deseret shall arrange for the implementation and/or maintenance of an under-frequency relaying program which shall include installation of sufficient under-frequency relaying equipment to shed Deseret's loads in a manner consistent with applicable NERC reliability standards and, for Deseret's On-System Loads, PacifiCorp's load-shedding procedures used by PacifiCorp. Such under-frequency relaying equipment shall shed Deseret's On-System Load in the same manner as would occur if the loads shed were PacifiCorp's load.
15. Tariff. If not addressed by this Agreement, Deseret agrees to abide by provisions of the PacifiCorp Tariff.
16. Business Practices. For any practice or procedure not addressed by this Agreement, Deseret agrees to abide by provisions of any applicable posted Business Practices.
17. Operational Authority. PacifiCorp shall have operational control of the Deseret System within the PACE Balancing Authority Area sufficient to have full authority to meet all obligations of a Transmission Operator under NERC Reliability Standards.
18. Billing and Payment. Billing statements for all services provided under this Agreement shall be provided via electronic File Transfer Protocol per Deseret's instructions. Deseret shall pay such amounts including any assessment of interest in accordance with Section 7 of PacifiCorp's Tariff. Payment for all services provided hereunder shall be electronically wired transferred pursuant to the instructions on PacifiCorp's invoice.
19. Disputes. In the event of a billing dispute, PacifiCorp will continue to provide service under this Agreement as long as Deseret (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Deseret fails to meet these two requirements for continuation of service, then PacifiCorp may provide notice to Deseret of its intention to suspend service in sixty (60) days, in accordance with Commission policy. Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.
20. Force Majeure. Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force majeure. The term "force majeure" means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or materials shortage, sabotage and action or non-action by court order or public authority or failure to obtain the necessary authorizations or approvals from any governmental agency or authority which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. However, such Party shall not be relieved of

liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

21. Assignment. Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party's assets. In all other cases, neither Party shall assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.
22. Choice of Law. The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.
23. Waiver. Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.
24. Partial Invalidity. It is the intention of the Parties that the terms and conditions of this Agreement or the performance of their obligation contained in this Agreement shall conform to all applicable laws, rules and regulations governing the subject matter of this agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the parties contained in this Agreement as originally executed.
25. Liability and Indemnification.

- 25.1 Generally. Except as provided in this Section 25, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.
- 25.2 Electric Disturbance. Notwithstanding Section 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of an electric disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.
- 25.3 Consequential Damages. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential, punitive or exemplary damages, of any kind or nature whatsoever, including loss of profit, interest or revenue, and whether based upon contract, tort, strict liability, warranty or any other legal or equitable grounds. Where a Party has not otherwise released a Party from liability under this Agreement, a Party's liability to the other Party shall be limited to direct damage.
- 25.4 As used in this Section 25: (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "Person" means any person, including those not connected with either Party to the Agreement.
26. Remedies Not Exclusive. The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.
27. Insurance. Until all obligations under or incident to this Agreement are satisfied, the Parties shall provide and maintain all insurance required by law, and all insurance which prudent business judgment dictates is necessary to cover the risks and obligations of the

Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section 25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the party chooses to provide or maintain.

28. Notices.

28.1 All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

28.2 Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

- (a) To Deseret for notification purposes:
Deseret Generation & Transmission Cooperative
Attn: President
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500
- (b) To Deseret for invoicing purposes:
Deseret Generation & Transmission Cooperative
Attn: Accounts Payable
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500
E-mail: ap@deseretpower.com
- (c) Any payment to Deseret:
Beneficiary Bank:
Zions First National Bank
Once South Main Street, Suite 1000
Salt Lake City, Utah 84111
ABA: 124000054
Account Name: Deseret Generation & Transmission Cooperative
Account Number: 015004260
10714 South Jordan Gateway
South Jordan, Utah 84095

- (d) To PacifiCorp for notification purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232
- (e) To PacifiCorp for invoicing purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

28.3 Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then-current address for notices, demands or requests, written notice of such change.

29. Regulatory Authority and Rate Changes.

- 29.1 The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement. In the case of Deseret, to the extent that the federal Rural Utilities Services ("RUS") has directly or indirectly loaned monies to or provided financial guarantees on behalf of Deseret, this Agreement is subject to written approval by the administrator of the RUS.
- 29.2 Except as provided in Section 29.3, PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to the rates, charges, classifications of service, rules, regulations or service agreements under Section 205 of the Federal Power Act and FERC's rules and regulations promulgated thereunder.
- 29.3 Subject to the following sentence, the determination of APD as defined herein shall not be modified nor changed except upon application under Section 206 of the FPA. Notwithstanding the foregoing, in the event that, but only to the extent that, without the consent, acquiescence, agreement, or request of PacifiCorp, the allocation of costs with respect to demand responsibility for service under this Agreement differs from the demand calculated in APD, PacifiCorp shall have the right to make application to FERC for appropriate relief, if any, under Section 205 or successor statute, and Deseret shall be entitled to contest, object, or oppose any such application pursuant to FERC's rules and regulations promulgated thereunder.

29.4 Execution of this Agreement by the Parties shall not constitute a waiver in any sense whatsoever of either Party's right to exercise its rights under the Federal Power Act in respect to this Agreement.

30. System Ownership.

30.1 The electrical systems of Bridger Valley, Moon Lake, and Deseret shall at all times be and remain in exclusive possession and control of Bridger Valley, Moon Lake, and Deseret, respectively, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of the electrical systems of Bridger Valley, Moon Lake, or Deseret.

30.2 The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to Deseret, any rights of ownership in or possession of the PacifiCorp's electrical system.

31. Existing Agreement.

31.1 This Agreement shall terminate and/or supersede all or part of the following existing agreements, as it relates to Deseret, to the extent specified:

- (a) The Agreement Respecting Wheeling Service, Scheduling And Accounting For Such Services, And Operating Procedures between Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company dated June 19, 1987, shall be superseded in its entirety.
- (b) The Supplemental Agreement Respecting Wheeling Services, Scheduling And Accounting for Such Service, And Operating Procedures between Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company, dated December 16, 1987, shall be superseded in its entirety.
- (c) Section 2.7, Section 5.3 (f), Section 5.3 (h), Section 5.6, references to Wheeling Costs in Article VIII (which includes Section 6.1 through Section 6.10) and Article VII (which includes Section 7.1 through Section 7.5) of the Ownership and Management Agreement between Utah Power & Light Company and Deseret Generation & Transmission Cooperative, dated October 24, 1980, as amended, shall be superseded in their entirety.
- (d) The Bonanza Project Interconnection Agreement between Deseret Generation & Transmission Cooperative and Utah Power & Light Company dated November 19, 1985 shall be terminated in its entirety.

- (e) The Transmission Service Agreement between Utah Power & Light Company, Intermountain Consumer Power Association and Deseret Generation & Transmission Cooperative, dated December 26, 1980, shall be superseded in its entirety.
 - (f) The Transmission Service and Operating Agreement dated March 25, 1991 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (g) The Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (h) The Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (i) The Control Area Services Agreement dated August 13, 2003 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (j) Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (k) First Amended and Restated Control Area Services Agreement dated July 31, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.
- 31.2 Nothing herein is intended to alter or suspend the rights or duties of the Parties under the Mona Interconnection Agreement.
- 31.3 Effective on June 29, 1992, subject to agreement by Bridger Valley Electric Association, Inc., the Parties agreed to amend the May 29, 1981 Transmission Agreement between Bridger Valley Electric Association, Inc., Deseret and PacifiCorp by terminating of Section 11, 12, 13, 14 and 15. Future transmission service to Deseret's customer, Bridger Valley, shall be provided under this Agreement.
- 31.4 Effective on June 12, 2019, Purgatory Flat Substation Transmission Interconnection Agreement, among Dixie Power, Deseret Power, and PacifiCorp.

32. Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.
33. Changes in and Appendices to this Agreement.
- 33.1 Except as provided in Sections 10 and 29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the parties and by written instrument duly executed by the Parties.
- 33.2 This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:
- Appendix A – Deseret Points of Delivery
- Appendix B – Deseret Points of Receipts
- Appendix C – PacifiCorp FERC Tariff Firm Transmission Services Monthly Demand Rate
- Appendix D – Charge and Derivation of the Distribution Voltage Delivery Charge
- Appendix E – Charge and Derivation of Ancillary Services
- Appendix F – Deseret System
- Appendix G – Excluded Behind-the-Meter Generation

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date herein above set forth.

PACIFICORP

**DESERET GENERATION &
TRANSMISSION COOPERATIVE**

By: /s/ Rick Vail

By: /s/Clay MacArthur

Name: Rick Vail

Name: Clay MacArthur

Title: Vice President Transmission

Title: Vice President

APPENDIX A
DESERET POINTS OF DELIVERY
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

ON-SYSTEM POINTS OF DELIVERY
DESERET LOAD

The following are Points of Delivery to Deseret On-System Load at which Deseret makes deliveries of power and energy to or for the benefit of its Members over PacifiCorp's Transmission System and for delivery to Members and others at Mona. These Members are Flowell Electric Association ("Flowell"), Garkane Energy ("Garkane"), Dixie Escalante ("Dixie"), Moon Lake Electric Association ("Moon Lake"), Mt. Wheeler Power ("Mt. Wheeler"), and Bridger Valley Electric Association ("Bridger Valley"). Deliveries are made directly to these Points of Delivery using PacifiCorp's Transmission System and the metered (or scheduled, in the instance of Hunter-Mona and Mt. Wheeler) quantities are included in the calculation of Deseret's APD as well as the applicable PacifiCorp Transmission Losses. Deseret's loads served from these Points of Delivery are within PacifiCorp's PACE Balancing Authority Area and are subject to PacifiCorp's charges for Ancillary Services in accordance with Appendix E to this Agreement.

Member Name	In Pace Control Area?	On-System Point of Delivery	Delivery Voltage	Meter or Schedule?	Nearest PacifiCorp Substation
Deseret	YES	Mona Switchyard	345 kV	Schedule	Mona
Deseret	YES	Hunter Station ¹	345 kV	Meter ¹	Emery
Flowell ²	YES	Flowell Anderson ³	46 kV	Meter	Pavant
Flowell ²	YES	Flowell Old Field #2 ³	46 kV	Meter	Pavant
Garkane ²	YES	Sigurd (Garkane Sw.)	69 kV	Meter	Garkane
Garkane	YES	Hildale	69 kV	Meter	Windy Ridge
Dixie ²	YES	St. George Switchyard	138 kV	Meter ⁴	Red Butte

¹ Deseret, as an owner of 25.108% of Hunter No 2, is responsible for its share of Hunter 2 station service. Hunter Station is a Point of Delivery under this agreement for Deseret's Hunter 2 station service obligation when Hunter 2 is out of service. Deseret may make purchases from Hunter No. 1 or Hunter No. 3 in lieu of wheeling in station service obligations under this Agreement.

² Deseret Members that are also eligible for deliveries of power and energy from the Western Resources.

³ Flowell Anderson is based on metered amounts flowing to Deseret (M78019 CH 1) less UAMPS and PacifiCorp retail load (Kanosh, Meadow and PacifiCorp Meadow) served through Flowell Anderson Substation (M78027 CH 1, M78023 CH 1, M78356 CH1, respectively). UAMPS and PacifiCorp retail loads as delivered at Flowell Substation are to be adjusted for Flowell distribution losses of 2.5%. Flowell Old Field #2 metering is M79188 CH 1.

⁴ Deliveries to Dixie are normally metered by Meter no. M77692 CH 1 (S&G Sub). During emergency conditions, however, deliveries to Deseret to service Dixie may flow through UAMPS' system and then into Dixie's system (which flow is measured by Meter no. M77793 (Bloomington – Dixie) CH4 at the Sewer Plant and Meter No. M77711 (Millcreek Gen – Dixie) CH 1 for positive flow and CH 4 for negative flow at the Millcreek switchyard). During certain emergency conditions, Deseret may purchase local generation from UAMPS' member system, which schedule hourly purchases shall be deducted from the hourly metered amounts. To the extent that the hourly, integrated energy through either of these meters flows in any hour from St. George's system to Dixie's system (i.e. direction of positive flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to Deseret at the St. George Switchyard and added to any amount recorded in that same hour by Meter No. M77692. Conversely, to the extent that the hourly, integrated energy through either of these meters flows in any hours from Dixie's system to St. George's system (i.e. direction of negative flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to UAMPS at the St. George Switchyard and subtracted from the amount recorded in that same hour by Meter No. M77692 for delivery to Deseret.

Dixie ²	YES	Moyle ⁵	138 kV	Meter	Red Butte
Dixie ²	YES	Enterprise Solar SS	138 kV	Meter	Holt
Dixie ²	YES	Purgatory #1 ¹¹	69 kV	Meter	Purgatory
Dixie ²	YES	Purgatory #2 ¹¹	138 kV	Meter	Purgatory
Dixie	YES	Cove Mnt. SS	138 kV	Meter	Enterprise
Moon Lake	YES	Inland-Dallen Resources	24.9 kV	Meter	Pariette
Moon Lake	YES	Inland-Monument Butte	24.9 kV	Meter	Pariette
Moon Lake	YES	Questar Pariette	24.9 kV	Meter	Pariette
Moon Lake	YES	Clay Basin ⁶	34.5 kV	Meter	Little Mt. (Wyo)
Moon Lake	YES	Upalco	138 kV	Schedule	Upalco
Moon Lake	YES	Vernal	138 kV	Schedule	Ashley
Bridger Valley	YES	Sweetwater ⁷	230 kV	Meter	Black Fork
Bridger Valley	YES	Muddy Creek	138 kV	Meter ⁸	Muddy Creek

⁵ Dixie at Moyle is based on metered amounts flowing to Deseret (M78048 CH 1) less UAMPS load (Enterprise) served through Moyle Substation (M54921 CH 1). UAMPS' load as delivered at Moyle Substation is to be adjusted for Dixie distribution losses of 9.0%.

⁶ Moon Lake Clay Basin meter requires a low voltage loss adjustment of 1.524%.

⁷ Bridger Valley's loads served from its Sweetwater, Mona Arch, Granger, and East Granger substations are normally disconnected from the rest of its transmission system at normally open switch (Switch C2) at Granger substation. These loads are normally served out of PacifiCorp's Blacks Fork substation from the Bridger Valley Sweetwater Transmission System. The interconnection at Blacks Forks substation is at 230 kV but the metering is connected to the 69kV side of Bridger Valley's 230/69 kV transformer; therefore, a metering adjustment of 0.5% is required. Such adjustment shall be in the invoice until PacifiCorp and Bridger Valley agree to include this adjustment as an internal meter compensation. Bridger Valley's loads, excluding loads served from the Bridger Valley Sweetwater Transmission System and at Muddy Creek, are normally disconnected from the rest of its transmission system at a normally open switch (Switch C2) at Granger substation. These loads are normally served from Bridger Valley's interconnections with Western's Flaming Gorge and Fontenelle substations on the Bridger Valley Flaming Gorge Transmission System; however, the loads are telemetered into PacifiCorp's PACE Control Area.

⁸ Deliveries to Muddy Creek will be used for station service supplied by Deseret's Member system, Bridger Valley, to the Mountain Wind I and II projects. The metering point will be at the Generating Facility for each Mountain Wind project and deliveries will be determined as the sum of the Net hourly integrated consumption, if any, for MWP1 (Meter No. M77063 Ch. 3, backup Meter No. 77070 Channel 3) and for MWP2 (Meter No. M77071 Ch. 3, backup Meter No. 77072 Ch.3). A loss factor of 1.0015 is applied to adjust the metered values to Muddy Creek.

Mt. Wheeler² NO Pavant⁹ 230 kv Schedule Pavant

EMERGENCY ONLY ON SYSTEM POINTS OF DELIVERY

Member Name	Point of Delivery	Delivery Voltage	Nearest PacifiCorp Substation
Dixie ²	Quail Creek Tie ¹⁰	69 kV	Windy Ridge
Dixie ²	Brentwood Tap	69 kV	Brentwood
Dixie ²	Millcreek Substation	138 kV	St. George
Garkane	Panguich Intertie	12.5 kV	Kaibab
Garkane	Hildale Apple Valley	34.5 kV	Windy Ridge

⁹ Mt. Wheeler loads are in the Control Area of NV Energy.

¹⁰ Un-metered emergency point of delivery.

¹¹ Ownership and maintenance of metering & communications equipment required to calculate Deseret load at Purgatory Flat is identified under the Transmission Interconnection Agreement dated June 10, 2019 between PacifiCorp, Deseret, and Dixie Power.

APPENDIX B
DESERET POINTS OF RECEIPT
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

The Points of Receipt shall be the points of interconnection as follows:

Hunter II Resource

Hunter POR -

The 345 kV line terminations of PacifiCorp at Emery (Hunter Plant) substation. These terminals interconnect with the 345 kV Switchyard of Emery substation.

Mona Resource

Mona POR -

The 345 kV line terminations of PacifiCorp at Mona substation. These terminals interconnect with the transmission system of Los Angeles Department of Water and Power and the Deseret Transmission System.

Western Resource

Western POR -

Western points of use with PacifiCorp pursuant to Contract No. 14-06-200-2436.

Emergency Resource for Isolated Load

Nevada-Utah Border POR –

The 345-kV interconnection at the Nevada-Utah border with Nevada Energy; available during scheduled and forced outages or curtailments of the Sigurd-Three Peaks-Red Butte line for Deseret On-System Load served through the Red Butte POD. At this time there is no firm energy delivery for Deseret at the Nevada-Utah POR. Energy may be delivered to Deseret load using network secondary service from the Nevada-Utah POR to Deseret Load.

APPENDIX C
PACIFICORP FERC TARIFF FIRM TRANSMISSION SERVICES
FOR DESERET

MONTHLY DEMAND RATE

Deseret shall pay a monthly demand charge equal to APD times the Network Service Formula Rate set forth in the Tariff.

APPENDIX D
CHARGE AND DERIVATION
OF THE
DESERET DISTRIBUTION VOLTAGE DELIVERY CHARGE

The distribution delivery charge for service to Moon Lake (Clay Basin, Questar, Inland Dallen, and Monument) shall be \$.75 per kW-month multiplied by the Point of Delivery peak monthly demand.

APPENDIX E
CHARGE AND DERIVATION OF ANCILLARY
SERVICES

Ancillary Services to support loads served off the Deseret System and PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with PacifiCorp's Tariff are as follows. In the event that any language within this appendix appears to conflict with language stated in the currently effective Tariff, the Tariff language will prevail.

1. Ancillary Services Required to be Purchased

a. Scheduling, System Control and Dispatch Service: The charge shall be the product of the currently effective Scheduling, System Control and Dispatch Service rate as provided for in Schedule 1 of PacifiCorp's OATT and the amount calculated as the sum of the APD plus the Deseret Area Load.

b. Reactive Supply and Voltage Control from Generation Sources Service: The charge shall be the product of the currently effective Reactive Supply and Voltage Control from Generation sources Service Charge as provided for in Schedule 2 of PacifiCorp's OATT and the amount calculated as the sum of the APD and Deseret Area Load. Deseret shall supply reactive energy as required for the Deseret Transmission System and agrees to operate the Bonanza generation facility as directed by PacifiCorp, acting as the Transmission Operator and Balancing Authority for the Deseret Transmission System, consistent with WECC and NERC standards for reactive supply and voltage control. Credits to offset in part or in total charges under Schedule 2 shall be applied for the Hunter II Resource, the Bonanza Resource, and any other generation of Deseret connected to PacifiCorp or the Deseret Transmission System pursuant to the terms of this Agreement and otherwise qualified to receive credit for reactive supply and voltage control pursuant to the criteria 1-3 and treatment of jointly-owned units as set forth below. Supply from the Hunter II Resource will be measured based on scheduled generation, and all other generator output will be measured based on actual generation.

Generator Eligibility:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of

notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.

- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and Deseret that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for Deseret with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control Service from Generation or Other Sources Service shall be determined by:

(1) For the hour of the transmission system peak each month, subtracting from Deseret's full requirement (APD plus Deseret Area Load) the total amount supplied by qualifying generator(s) during that hour;

(2) charging Deseret the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent Deseret supplied less than its full requirement during the coincident peak hour.

2. Ancillary Services Required to be Offered

a. Regulation and Frequency Response Service: The charge shall be the product of the currently effective Regulation and Frequency Response Service from Generation sources Service rate as provided for in Schedule 3 of PacifiCorp's OATT and the amount calculated as the sum of APD plus the Deseret Area Load for which Deseret has the obligation to supply Regulation Reserve Service, less any amounts self supplied by Deseret. Tariff schedule 3A Charges shall apply to off system sales associated with any Deseret Resources.

b. Energy Imbalance Service: The charge shall be the product of the rate applicable to any deviation within a band as provided for in Schedules 4 or 9 of PacifiCorp's OATT and energy deviation within each such band. The energy imbalance in any hour shall be calculated as the net summation of (i) Deseret Load less (ii) Deseret Resource +/- (iii) any imports/exports by Deseret to the PACE BAA.

c. Operating Reserve – Spinning Reserve Service: The product of the currently effective Spinning Reserve Service Charge as provided for in Schedule 5 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Spinning Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that any load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

d. Operating Reserve – Supplemental Reserve Service: The product of the currently effective Supplemental Reserve Service Charge as provided for in Schedule 6 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Supplemental Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

APPENDIX F
DESERET SYSTEM

1. Bridger Valley Flaming Gorge Transmission System

a) System Description: A transmission system owned by the Bridger Valley Electric Association (“BVEA”) and located in southwest Wyoming and northeast Utah. This system consists of various 69 kV facilities interconnected with Western Area Power Administration (“Western”) and, during abnormal or emergency conditions only, with PacifiCorp.

b) Bridger Valley Flaming Gorge Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Flaming Gorge	69 kV	Western
2) Fontenelle	69 kV	Western
3) Blacksfork ¹¹	230 kV	PacifiCorp

c) Internal Generation: none

d) Other Parties’ Points of Delivery: none

e) Tie-Line Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Flaming Gorge	69 kV	Western	BV101B	FGEM11
2) Fontenelle	69 kV	Western	BV401B	M77331A

f) Intra-Balancing Authority Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
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¹¹ Emergency only. The interconnection of BVEA’s Flaming Gorge Transmission System to PacifiCorp is at BVEA’s Granger substation (through its Sweetwater substation at PacifiCorp’s Blacksfork substation) at a normally open switch (Switch C2) and at the BVEA’s Buckley switch (Switch C17). These switches will only be closed during emergency conditions and only upon the prior approval of PacifiCorp’s Dispatch personnel. Therefore, there is currently no Tie Line Metering required for these locations.

1) Flaming Gorge (Dutch John)	Distribution	Western	BV301B	M77305
2) Mt. Wind	138 kV	PacifiCorp	BV402B, BV403B, BV404B, BV405B	M77063, M77070, M77071, M77072
3) Blackfork	230 kV	PacifiCorp	BV302B, BV303B	M79111, M77156

2. Moon Lake Transmission System

a) System Description: A transmission system owned by the Moon Lake Electric Association (“MLEA”) and located in northeast Utah and northwest Colorado. This system consists of various 69 kV and 138 kV facilities interconnected with Western.

b) Moon Lake Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Vernal	138 kV	Western

c) Internal Generation

Location	Voltage
1) Taylor Draw	69 kV
2) Uintah (2 units)	69 kV
3) Yellowstone (3 units)	69 kV

d) Other Parties’ Points of Delivery power wheeled by Moon Lake)¹²

Location	Voltage	Company	Loss Factors	PacifiCorp Meter or Site ID
1) Boundary Meter ¹³ (North of Fidler Compressor Station)	Distribution	PacifiCorp	1.028	M77206

¹² Losses for these delivery points are addressed in the Amended and Restated Facilities Rental and Wheeling Agreement (Agreement) between PacifiCorp and Moon Lake dated December 12, 2008. These loss percentages may be adjusted from time-to-time upon mutual agreement between PacifiCorp and Moon Lake.

¹³ The meters under this superscript are profile meters. Meter readings at Hanna shall be multiplied by 1.0231 (Agreement Exhibit 3). All meter readings at Boundary Meter (North of Fidler Compressor Station) shall be multiplied by 1.028 (Agreement Exhibit 4). All meter readings at Myton and Pleasant Valley (Moon Lake’s substation) shall be multiplied by 1.01316 (Agreement Exhibit 3).

2) Connie Hart ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05	170745726001453 963450001
3) Sam Beasley Jr. ¹⁴	Distribution	PacifiCorp	1.05	052810811002
4) Robert Hansen ¹⁴	Distribution	PacifiCorp	1.05	665432068001
5) Superior Well Ser vices ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05 1.05	703016165001 703016165003
6) Kevin Williams ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05	663534404003 855075066001
7) Brent Jackson ¹⁴	Distribution	PacifiCorp	1.05	855255859001
8) Duane Holmes ¹⁴	Distribution	PacifiCorp	1.05	849041740001
9) Hanna Substation ¹³	69 kV	PacifiCorp	1.0231	M77844A
10) Myton Line ¹³	69 kV	PacifiCorp	1.01316	M77188

e) Tie-Line Points: None

f) Intra-Balancing Authority Area Points

Location		Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Boundary Meter (North of the Fidler Compressor Station)	(neg.)	Distribution	PacifiCorp	ML110	M77206
2) Connie Hart (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	17074572600145 3963450001
3) Sam Beasley Jr.	(neg.)	Distribution	PacifiCorp	ML601	052810811002

¹⁴ The meters under this superscript are non-profile meters. All meter readings for load served from Moon Lake's Vernal distribution substation shall be multiplied by 1.05 (Agreement Exhibit 1). Metered amounts are manually read each month and converted to hourly amounts by PacifiCorp using comparable load profiles. The load profiles used are available upon request to Deseret.

4) Robert Hansen	(neg.)	Distribution	PacifiCorp	ML601	665432068001
5) Superior Well Services (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	70301616500170 3016165003
6) Kevin Williams (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	663534404003 855075066001
7) Brent Jackson	(neg.)	Distribution	PacifiCorp	ML601	855255859001
8) Duane Holmes	(neg.)	Distribution	PacifiCorp	ML601	849041740001
9) Hanna Substation	(neg.)	69 kV	PacifiCorp	ML117	M77844A
10) Myton Line	(neg.)	69 kV	PacifiCorp	ML103	M79093
11) Pleasant Valley	(pos.)	69 kV	PacifiCorp	ML101	M78735

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Taylor Draw	69 kV	ML406	M77416
2) Uintah ¹⁷	69 kV	ML404, ML405	M77410/M77411
3) Yellowstone ¹⁷	69 kV	ML401, ML402, ML403	M77412/M77413/M77414

h) Other Meters

Location	Voltage	Deseret Meter ID
1) Bonanza	69 kV	DP101B
2) Cove #1	69 kV	ML301B
3) Cove #2	69 kV	ML302B
4) Flaming Gorge #1	Distribution	ML115
5) Flaming Gorge #2	Distribution	ML116
6) Ft. Duchesne	138 kV	ML107
7) Green River Collectors	12.4 kV	ML303
8) Mahogany Ridge	138 kV	ML332B
9) Raw Water	69 kV	ML305

¹⁷ Uintah Hydro station service and Yellowstone Hydro station service meters are read manually by Moon Lake. These values are provided to PacifiCorp. Net generation values from Uintah Hydro and Yellowstone Hydro are based on remotely metered amounts of gross generation less station service.

10) SW Rangely #1	138 kV	ML324	
11) SW Rangely #2	138 kV	ML325	
12) Upalco #1	69 kV	ML105	
13) Upalco #2	69 kV	ML106	
14) Calmity Ridge	138 kV	ML113B	
15) Dalen Resources	Distribution	ML119	
16) Clay Basin		ML120	
17) Upalco Blue Bench	138 kV	ML122	
18) California	138 kV	ML326B	
19) Questar Office	Distribution	ML609	
20) Monument Butte	Distribution	ML123B	

3. Deseret Transmission System

a) System Description: A transmission system owned by Deseret and located in northern Utah. This system consists, in part, of various 138 kV and 345 kV facilities interconnected with Western, Tri-State and PacifiCorp.

b) Deseret Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Bonanza	345 kV	Western
2) Deserado ¹⁸	138 kV	Western (MLEA/TSGT SW Rangely-Meeker)
3) Mona	345 kV	PacifiCorp
4) Upalco	138 kV	PacifiCorp
5) Vernal	138 kV	Western
6) S.W. Rangely	138 kV	Western (TSGT SW Rangely-Meeker)
7) S.W. Rangely	138 kV	Western (WAPA Artesia)

c) Internal Generation

Location	Voltage
1) Bonanza	138 kV

d) Other Parties' Point of Delivery

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	138 kV	PacifiCorp	n/a	DP302	M77348

e) Tie-Line Points

¹⁸ Deserado is a load serving substation at the Deserado Coal Mine that is connected to the Meeker-S.W. Rangely 138 kV transmission line. The load served at this substation is telemetered to PacifiCorp's Balancing Authority Area pursuant to this Agreement.

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	345 kV	Western	n/a	DP102B	M77345A
2) Vernal	138 kV	Western	n/a	DP104B	VNLM59
3) S.W. Rangely/Meeke	138 kV	Western	n/a	ML121B	MNLM40
4) S.W. Rangely/Artesia	138 kV	Western	n/a	ML118B	RLGM46

f) Intra-Balancing Authority Area Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Mona	345 kV	PacifiCorp	DP103B	M78071B
2) Upalco	138 kV	PacifiCorp	ML104B	M78372

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza Gross Gen ¹⁹	138 kV	DP401	M77348
2) Bonanza Aux. 1	2.4 kV	DP701	M77350
3) Bonanza Aux. 2	2.4 kV	DP702	M77351
4) Bonanza Aux. 3	2.4 kV	DP703	M77352
5) Bonanza Aux. 4	2.4 kV	DP704	M77353

h) Other Deseret Area Load Metering Locations: none

i) Other Meters: none

4. Other Telemetered Deseret Area Load

a) System Description: Other load which is outside the boundary of the PacifiCorp Balancing Authority Area, but which is telemetered into the PacifiCorp Balancing Authority Area as part of Deseret Area Load, includes (in addition to the Bridger Valley Flaming Gorge System described in item 1) above) the following: the load of Moon Lake served from Western's Vernal substation at 69 kV and the load of Deseret at the Deserado coal mining operation owned

¹⁹ Net generation values from Bonanza Generating Station are based on remotely metered amounts of gross generation less station service remotely metered at Bonanza Aux. 1, Bonanza Aux. 2, Bonanza Aux. 3, and Bonanza Aux. 4.

and operated by Blue Mountain Energy and served from a tap of the Rangely-Meeker 138 kV line.

b) Other Telemetered Deseret Area Load Interchange Points

Location	Voltage	Control Area
1) “CA” Tap	138 kV	Western
2) Vernal	138 kV	Western

c) Internal Generation: none

d) Other Parties’ Points of Delivery

Location	Voltage	Company	Loss Factor	PacifiCorp Meter ID or Site ID
1) Vernal SS	69 kV	Western	1.05	M77320

e) Tie-Line Points

Location	Voltage	Control Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Deserado Coal Mine	138 kV	Western	ML327, ML328	M77314/M77315
2) Vernal	138 kV	Western	ML108B	M77318A
3) Vernal SS	69 kV	Western	ML109	M77320

f) Intra-Control Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters: none

5. Other Systems

a) System Description: Other meter interrogation requirements for Deseret’s members Dixie Escalante, Flowell, Garkane Energy and Mt. Wheeler Power.

b) Interchange Points: none

c) Internal Generation: none

d) Other Parties’ Points of Delivery: none

e) Tie Line Metering Locations: none

f) Deseret System Metering Locations: none

g) Internal Generation Metering Locations: none

h) Other Deseret Area Load Metering Locations: none

i) Other Meters

Location	Member	Deseret Meter ID
1) St. George Sub	Dixie	DX107B
2) Purgatory 69 kV	Dixie	DX111B
3) Purgatory 138 kV	Dixie	DX112B
4) Millcreek	Dixie	DX109B
5) Brentwood	Dixie	DX101B
6) Moyle	Dixie	DX103
7) Bloomington St. George	Dixie	DX105B
8) Enterprise City	Dixie	DX106B
9) Enterprise Solar	Dixie	DX305B
10) Flowell Anderson	Flowell	FL101
11) Kanosh RMP	Flowell	FL103
12) Kanosh #1	Flowell	FL104
13) Meadow	Flowell	FL105
14) Flowell Old Field	Flowell	FL106B
15) Kansoh #2	Flowell	FL107
16) Glen Canyon/ Garkane So.	Garkane	GK105B
17) Fredonia	Garkane	GK103B
18) Twin Cities	Garkane	GK301B
19) Garkane North	Garkane	GK101
18) Boulder Upper #1	Garkane	GK403
19) Boulder Upper #2	Garkane	GK404B
20) Boulder Upper #3	Garkane	GK405
21) Boulder Lower #1	Garkane	GK401B
22) Boulder Lower #2	Garkane	GK402B
23) Peterson	Garkane	GK406B
24) Gonder #1	Mt. Wheeler	MW101
25) Gonder #2	Mt. Wheeler	MW102
26) Keystone Sub Ely	Mt. Wheeler	MW301
27) Machacek Sub #2	Mt. Wheeler	MW104
28) Machacek Sub #1	Mt. Wheeler	MW103
29) Robinson #1	Mt. Wheeler	MW303
30) Robinson #2	Mt. Wheeler	MW304
31) Lone Tree	Mt. Wheeler	MW302B
32) Spring Valley Wind	Mt. Wheeler	MW401B

Internal Generation
Large Generating Facilities Greater than or Equal to 10 MW

Bonanza Power Plant	
Plant Type:	Non-Hydro
Net Continuous Plant Capability	458 MW
Ownership	Deseret 96.25%
Other Owners	Utah Municipal Power Agency

Small Generating Facilities Less than 10 MW

Taylor Draw Hydro	
Plant Type:	Hydro
Net Continuous Plant Capability	2.1 MW
Ownership	MLEA 100%
Other Owners	None

Uintah Hydro # 1	
Uintah Hydro #2	
Plant Type:	Hydro
Net Continuous Plant Capability	1.110 MW
Ownership	MLEA 100%
Other Owners	None

Yellowstone Hydro # 1	
Yellowstone Hydro # 2	
Yellowstone Hydro #3	
Plant Type:	Hydro
Net Continuous Plant Capability	0.9 MW
Ownership	MLEA 100%
Other Owners	None

APPENDIX G
EXCLUDED BEHIND-THE-METER GENERATION

	<u>Name</u>	<u>Location</u>	<u>Nameplate MW Capacity</u>	<u>Type</u>
Run of the River Hydro Generators				
	Fremont Hydro	Gakrane Sigurd	2.11	HY
	Quail Creek	Dixie St. George	2.34	HY
Photovoltaic Generation				
	Dixie Solar	Moyle	0.15	PV

SIXTHSEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION ~~CO-OPERATIVE~~COOPERATIVE
AND
PACIFICORP

SIXTHSEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION ~~CO-OPERATIVE~~COOPERATIVE
AND
PACIFICORP

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Appendix A: Deseret Points of Delivery

Appendix B: Deseret Points of Receipt

Appendix C: PacifiCorp FERC Tariff Firm Transmission Services Monthly Demand Rate

Appendix D: Charge and Derivation of the Distribution Voltage Delivery Charge

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Generation

SIXTHSEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION ~~CO-OPERATIVE~~COOPERATIVE
AND
PACIFICORP

PREAMBLE

THIS ~~SIXTH~~SEVENTH AMENDED AND RESTATED AGREEMENT is made and entered into as of this ~~February 25th, 2013~~ 1st day of September, 2020 by and between DESERET GENERATION & TRANSMISSION ~~CO-OPERATIVE~~COOPERATIVE, a cooperative organized under the laws of the State of Utah and authorized to do business in the State of Utah. ("Deseret"); and PACIFICORP, an Oregon corporation. Deseret and PacifiCorp are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacifiCorp has agreed in several existing agreements to provide transmission service for the various resources available to Deseret, as well as to provide the other services necessary as a Balancing Authority Area operator, including to provide certain Ancillary Services to support loads served off both Deseret's (and certain Deseret Members') transmission systems and PacifiCorp's transmission system; and

WHEREAS, the Parties desire to simplify and consolidate the existing transmission and ancillary service obligations and procedures into a single agreement whereby PacifiCorp shall provide such transmission service and other services for Deseret; and

WHEREAS, Deseret and PacifiCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 ("Interim Agreement") which consolidated transmission services under existing agreements;

WHEREAS, the Parties mutually agreed to replace the Interim Agreement with a subsequent Agreement as of May 1, 1992 ("Original Agreement");

WHEREAS, the Parties entered into the Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 ("Amended Agreement");

WHEREAS, PacifiCorp provided the Balancing Authority area and other related services as part of the Power Marketing and Resource Management Services Agreement ("PMA"), which terminated on December ~~31~~, 31, 2003;

WHEREAS, the Parties entered into the Control Area Services Agreement dated August 13, 2003, providing for the transmission systems of Moon Lake Electric Association (“Moon Lake”), Deseret, and certain portions of the Bridger Valley Electric Association (“Bridger Valley”) to remain in PacifiCorp’s Balancing Authority Area, which terminated on May 31, 2011;

WHEREAS, the Parties entered into the Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 (“Second Amended Agreement”);

WHEREAS, the Parties have entered into the First Amended and Restated Control Area Services Agreement, providing for the transmission systems of Moon Lake Electric Association (“Moon Lake”), Deseret, and certain portions of the Bridger Valley Electric Association (“Bridger Valley”) to remain in PacifiCorp’s Balancing Authority Area, which ~~will-terminate~~terminated on the effective date of ~~this agreement~~the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011 (“Third Amended Agreement”);

WHEREAS, the Parties have entered into the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Fifth Amended and Restated Transmission Service and Operating Agreement dated August 14, 2012;

WHEREAS, the Parties have entered into the Sixth Amended and Restated Transmission Service and Operating Agreement dated February 25, 2013 (the “Prior Amended and Restated Agreement”);

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, ~~the Parties~~and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate in its entirety the Prior Amended and Restated Agreement, and agree as follows:

1. Definitions. When used in this Agreement with initial capitalization, the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms;
 - 1.1 Agreement – This ~~Fourth~~Seventh Amended and Restated Transmission Service and Operating Agreement between Deseret and PacifiCorp.
 - 1.2 APD – The aggregate peak demand in a month, coincident with the hour of the Monthly Transmission System Peak Demand for transmission service on PacifiCorp’s transmission system, for the transfer of Deseret’s resources other

than the Western Resource to the Points of Delivery set forth in Appendix A. The APD shall be the positive sum, if any, during that hour of (a) Deseret's schedules from the Hunter Resource to its Mona Point of Delivery, which schedules shall not include any schedule of Deseret's entitlement in Hunter II to another party at the Hunter bus, plus (b) any amount by which Deseret's schedule(s) to Hunter from one or more Points of Receipt outside the Hunter switchyard, if any, exceeds its schedule(s) of its Hunter Resource to point(s) outside of the Hunter switchyard, plus (c) Deseret's hourly average metered loads at those On-System metered Points of Delivery set forth in Appendix A, as reflected at 46 kV or higher voltage, all adjusted for transmission losses, plus (d) Deseret's hourly schedules to its loads at those On-System scheduled Points of Delivery set forth in Appendix A, other than those schedules from the Hunter Resource to the Mona POD, less (e) the schedule for the Western Resource to transmission-eligible loads, as adjusted for transmission losses.

- 1.3 Ancillary Services – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the PacifiCorp Transmission System and the Deseret System, in accordance with Good Utility Practice. Ancillary Services are provided as set forth in Section 8 and Appendix E.
- 1.4 Area Control Error (“ACE”) – The instantaneous difference between actual and scheduled interchange, taking into account the effects of Frequency Bias (and time error or unilateral Inadvertent Interchange if automatic correction for either is part of the system's AGC).
- 1.5 Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time as specified by the North American Electric Reliability Corporation (NERC).
- 1.6 Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.7 Behind-the-Meter Generation – Deseret's and its members' existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW. Notwithstanding the foregoing, (a) the units set forth on Appendix **HC** shall not be included as Behind-the-Meter Generation, and (b) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.8 Bonanza – The approximate 458 megawatt Unit No 1, as may be modified from time to time, located thirty (30) miles south of Vernal, Utah and connected to the Deseret System, which is operated by Deseret. Deseret jointly-owns Bonanza; Deseret’s ownership share of the Bonanza generation is 96.25%.
- 1.9 Bridger Valley Flaming Gorge Transmission System – For purposes of this Agreement only, the 69 kV transmission facilities owned by Bridger Valley and interconnected load serving substations located in southwest Wyoming and northeast Utah that are normally served from interconnections with Western Area Power Administration (“Western”) at the Fontenelle and Flaming Gorge Substations as further described in Appendix A hereof. The Bridger Valley Flaming Gorge Transmission System is normally electrically separated from the Bridger Valley Sweetwater Transmission System.
- 1.10 Bridger Valley Sweetwater Transmission System – For purposes of this Agreement only, the 230 kV and 69 kV transmission facilities and interconnected load serving substations owned by Bridger Valley and located in southwest Wyoming and northeast Utah that are normally served from an interconnection with PacifiCorp’s Blacksfork Substation. The Bridger Valley Sweetwater Transmission System is normally electrically separated from the Bridger Valley Flaming Gorge Transmission System.
- 1.11 Business Practices – PacifiCorp periodically develops, and posts on its OASIS website, transmission business practices that provide additional detail explaining how PacifiCorp will implement procedures related to its Tariff and this Agreement.
- 1.12 Deseret Area Load – Load of Deseret and its Member systems that is physically within or telemetered into the PACE Balancing Authority Area and load served by Deseret through exports outside the PacifiCorp Balancing Area, but not including Deseret On-System Load. For any increase greater than 1 MW in Deseret Area Load to serve a Deseret Member, Deseret shall provide adequate notice for resource planning purposes and required information in accordance with Section 31.6 of PacifiCorp’s Tariff. Deseret Area Load shall be metered and shall be adjusted as necessary for losses from the point of input to the Deseret Transmission System.
- 1.13 Deseret Load – The total of Deseret Area Load and Deseret On-System Load.
- 1.14 Deseret On-System Load – Load served by Deseret at those Points of Delivery set forth in Appendix A, as determined by meter or schedule. Metered Deseret On-System Load shall include Behind-the-Meter Generation. Deseret may elect to

designate less than its total load as Deseret On-System Load but may not designate less than its total load at a discrete, metered Points of Delivery. Where Deseret has elected not to designate a particular load at discrete, metered Points of Delivery as Deseret On-System Load, Deseret is responsible for making separate arrangements under Part II of PacifiCorp's Tariff for any point-to-point transmission service that may be necessary for such non-designated load.

- 1.15 Deseret Resource – Any resource that is owned, purchased, or leased by Deseret or its Members, which long-term resources shall be designated in Appendix F hereof; provided, however, Deseret may not use any interruptible import as a Deseret Resource. Deseret may designate additional resources from time-to-time in an amount commensurate with its increase in forecast Deseret Load. Deseret Resources shall include Behind-the-Meter Generation as identified, but with the exclusions also identified in Section 1.7 and Appendix ~~H~~G.
- 1.16 Deseret System – The Moon Lake Transmission System and the Deseret Transmission System and those portions of the Bridger Valley, Moon Lake and Deseret Systems which are associated with service to Telemetered Deseret Area Load.
- 1.17 Deseret Transmission System – Those 345-kV, 138-kV, and 69-kV transmission facilities owned by Deseret within the PACE Balancing Authority Area.
- 1.18 Effective Date – The date determined in Section 2 herein.
- 1.19 Equivalent Point of Delivery – Any adjustment to loads as required to provide an equivalent load at a specific point of delivery.
- 1.20 Excluded Services – Ownership obligations associated with the Deseret Transmission System and Deseret Resources including, but not limited to, Deseret's compliance obligations associated with its status as a WECC-registered Transmission Owner, Transmission Service Provider, Transmission Planner, and Generator Operator as those terms are defined in the NERC Glossary of Terms. Ownership obligations also include, but are not limited to, capital upgrades, system expansion, planned or unplanned maintenance, system studies, metering and communication equipment installations or upgrades. PacifiCorp does not provide Excluded Services under this Agreement, and Deseret shall be responsible for all such services. PacifiCorp's obligations under this Agreement are limited to those services expressly provided herein.
- 1.21 FERC – The Federal Energy Regulatory Commission or its successor.
- 1.22 Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant

time period, or any practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

- 1.23 Hunter II – Unit No. 2 of the Hunter Generation Station located near Castledale, Utah, which is operated by PacifiCorp.
- 1.24 Hunter Resource – The power and energy delivered by Deseret to the transmission system of PacifiCorp at the Hunter generating station. Such power and energy includes (i) amounts generated from Deseret’s ownership interest in Hunter generation; (ii) amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to Deseret at the Hunter bus; and (iii) amounts due Deseret and scheduled from Deseret’s Hunter Variation Account. The Hunter Resource includes only power and energy scheduled by Deseret off the Hunter bus using the transmission service herein and excludes any power and energy provided at the Hunter bus by Deseret to one or more entities with ownership rights or to satisfy a deficiency in Deseret’s Hunter Variation Account.
- 1.25 Hunter Variation Account – The account described in Section 6 in which the hourly differences are accumulated between Deseret’s schedule of its Hunter Resource (i.e., Net Hunter Schedule) and that amount otherwise available to Deseret (net of obligations to third parties at the Hunter bus) based on the actual net generation of Hunter II.
- 1.26 Industry Scheduling Requirements – Those standards, guidelines, and protocols for the scheduling of capacity and energy as approved by FERC, NERC, NAESB, or WECC.
- 1.27 Internal Generation – The net output of those Deseret Resources located within the Deseret System including the Bridger Valley Flaming Gorge Transmission System, the Moon Lake Transmission System and the Deseret Transmission System. These plants, as of the Effective Date of this Agreement, are Bonanza 1, Taylor Draw Hydro, Uinta Hydro, and Yellowstone Hydro.
- 1.28 Intra-Balancing Authority Area Points – Points where the Deseret System interconnects with the PacifiCorp transmission system and the PACE Balancing Authority Area.

~~1.29~~ ~~Meter Interrogation System~~ – ~~The system of telecommunications, computers and software utilized by PacifiCorp in remotely interrogating meters as such systems may be revised from time to time at PacifiCorp’s sole discretion.~~ ~~1.30~~ ~~Mona~~ – PacifiCorp’s Mona 345 kV Switchyard, located near Mona, Utah.

~~1.31~~ ~~1.30~~ Moon Lake Transmission System – For the purposes of this Agreement only, the Moon Lake Transmission System shall consist of the 69 kV and 138 kV transmission facilities and interconnected load serving substations located in northeast Utah and northwest Colorado within the electrical system bounded by the PACE Balancing Authority Area Tie-Line meters, as further described in Appendix A hereof.

~~1.32~~ ~~1.31~~ Native Load – The normal utility obligations of PacifiCorp to provide safe, economic and reliable service in accordance with Good Utility Practice to entities within PacifiCorp’s Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including Deseret, and (3) PacifiCorp’s normal obligations associated with operating a Balancing Authority Area. Deseret loads within PacifiCorp’s Balancing Authority Area are included within Native Loads hereunder.

~~1.33~~ ~~1.32~~ Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp transmission system by Deseret from the Hunter Resource.

~~1.34~~ ~~1.33~~ NERC – North American Electric Reliability Corporation.

~~1.35~~ ~~1.34~~ NAESB – North American Energy Standards Board.

~~1.36~~ ~~1.35~~ Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders dealing with OASIS.

~~1.37~~ ~~1.36~~ PacifiCorp Transmission System – The facilities at 46 kV and above that are owned, controlled or operated by PacifiCorp, that are used to provide firm transmission service under this Agreement, and that are included in PacifiCorp’s transmission revenue requirement periodically filed with FERC.

~~1.38~~ ~~1.37~~ Points of Delivery (“POD”) – Point(s) on PacifiCorp’s Transmission System where capacity and energy are delivered by PacifiCorp and made available to Deseret, as specified in Appendix A hereof.

~~1.39~~1.38 Point of Receipt (“POR”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy are delivered to PacifiCorp by Deseret, as specified in Appendix B hereof.

~~1.40~~1.39 Real Power Losses – Electrical losses associated with the use of the PacifiCorp Transmission System. Such losses are provided for in Section 7 of this Agreement and Schedule 10 of the Tariff.

~~1.41~~1.40 Tariff – PacifiCorp’s Open Access Transmission Tariff.

~~1.42~~1.41 Telemetered Deseret Area Load – For the purposes of this Agreement only, Telemetered Deseret Area Load shall consist of loads which are outside the electrical boundary formed by the Tie-Line meters of the PACE Balancing Authority Area, but which are effectively transferred into the PACE Balancing Authority Area through a telemetry signal which represents the moment-to-moment load of those transferred Loads. These telemetered loads are comprised of the Bridger Valley Flaming Gorge Transmission System, the Moon Lake load served from Western’s Vernal substation at 69 kV (but metered at 138 kV) and the Deserado coal mine served from the “CA” tap on the Rangely-Meeker 138 kV line in Western’s Balancing Authority Area. These loads are served, in part, from the Deseret Transmission System.

~~1.43~~1.42 Tie-Line – A circuit connecting two or more Balancing Authority Areas or systems of an electric system.

~~1.44~~1.43 Western – Western Area Power Administration Salt Lake City Area Integrated Projects.

~~1.45~~1.44 WECC – Western Electricity Coordinating Council.

~~1.46~~1.45 Western Resource – Power and energy available to Deseret at the Western points of use with PacifiCorp pursuant to the Western Transmission Agreement.

~~1.47~~1.46 Western Transmission Agreement – the transmission service agreement (Rate Schedule FERC No. 262) between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination.

2.1 This Agreement shall be subject to its acceptance for filing by FERC. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, the Parties may terminate this Agreement upon mutual

agreement. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements.

- 2.2 This Agreement shall become effective upon the date established by FERC upon acceptance of the Agreement for filing.
- 2.3 If accepted for filing by FERC, this Agreement, as hereafter amended, will remain in full force and effect for so long as Deseret is interconnected with the PacifiCorp Transmission System as set forth in Appendices A and B hereof; provided, however, that the Agreement may be suspended, terminated or replaced by mutual agreement of the Parties and is subject to modification pursuant to Sections ~~30~~29 and ~~34~~33 of this Agreement.

3. Firm Transmission Service.

- 3.1 Commencing on the Effective Date, PacifiCorp shall accept from Deseret schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy for the purpose of serving Deseret On-System Load, net of load served by the Western Resource, and to deliver capacity and energy from the Hunter Resource to the Mona POD, to the extent and only to the extent that such Hunter Resource capacity and energy is in excess of the Deseret On-System Load net of the Western Resource. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such energy to deliveries pursuant to Section 3.2 and Section 3.3 herein.
- 3.2 PacifiCorp shall make reasonable provisions to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:
 - (a) Interruptions or reductions due to force majeure events pursuant to Section ~~21~~20 herein;
 - (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's transmission system or generation facilities; or
 - (c) Interruptions or reductions which, in the reasonable opinion of the PacifiCorp designated operator, are necessary for the purposes of maintenance, repair, replacement, installation of equipment of inspection of the PacifiCorp Transmission System or generation facilities. Except as specified in Section ~~26~~25 herein, PacifiCorp shall not be liable to Deseret

for any damages resulting from any of the above interruptions or reductions. PacifiCorp shall provide Deseret reasonable advance notice of any scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

- 3.3 In the event of an interruption or reduction occurrence as described in Section 3.2 herein, interruptions or reductions shall be made consistent with the curtailment priorities set forth in PacifiCorp's Tariff and Business Practices.
- 3.4 Deseret shall pay PacifiCorp for firm transmission service provided under this Section monthly in accordance with Appendix C.
- 3.5 Deseret may use PacifiCorp's Transmission System to deliver energy to its Deseret Load at the Points of Delivery from resources that have not been designated as Deseret Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

4. Low Voltage Service to Western.

- 4.1 In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the Points of Delivery at 138 kV or higher which are also "Points of Use" as defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, shall be charged at the rates for low-voltage service prescribed in the PacifiCorp-Western Agreement (Contract No. 88-SLC-0085).

5. Distribution Voltage Service.

- 5.1 For those Points of Delivery at distribution voltages (voltages below 46-kV), Deseret shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should Deseret upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46 kV, PacifiCorp, upon receipt of written notice of such change, shall amend Appendix D upon reasonable notice to reflect the

elimination of such distribution voltage Point of Delivery. The level of this charge may be adjusted from time to time pursuant to Section ~~34~~33 herein.

6. Hunter Variation Account.

6.1 The Parties shall establish and maintain a variation account to accumulate the hourly differences between Deseret's schedule of its ownership entitlement in Hunter II generation and Deseret's share of actual Hunter II net generation, based on Deseret's ownership entitlement of Hunter II and its schedule; provided, however, that Deseret's share of actual Hunter II net generation for purposes of calculating this variation shall be reduced by any capacity held (via electronic tag) by Deseret for Operating Reserves. Energy charged to or credited from the Hunter Variation Account as provided in this section shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall notify and provide an accounting summary to Deseret after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods indicating whether such energy is due PacifiCorp or due Deseret. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within the next calendar month after PacifiCorp's notification unless otherwise mutually agreed.

7. Transmission Loss Provisions.

7.1 Deseret is responsible for replacing or purchasing Real Power Losses incidental to all metered and scheduled deliveries, as appropriate, of power and energy hereunder to Deseret On-System Load, net of load served by the Western Resource, and to the Mona Point of Delivery from the Hunter Resource. Such transmission losses shall be calculated in accordance with Schedule 10 of the Tariff.

7.2 Meters used for purposes of calculating Deseret On-System Load and/or Deseret Resources may require additional adjustment from the point of metering to an Equivalent Point of Delivery. A list of meters with this requirement is maintained by PacifiCorp and subject to change upon mutual agreement.

8. Ancillary Services. Ancillary Services are needed with transmission service to maintain reliability within and among the Balancing Authority Areas affected by the transmission service. This section applies to transmission service provided by PacifiCorp over PacifiCorp's Transmission System as well as transmission service utilized by Deseret over the Deseret System. Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E. The services provided hereunder do not include Excluded Services. Deseret shall

self-supply or make other third-party arrangements for provision of any Excluded Services.

- 8.1 PacifiCorp will include the Deseret System and the Deseret Area Load within its own Balancing Authority Area operations. Deseret recognizes that, as a Balancing Authority, PacifiCorp must fulfill the responsibilities required by the NERC and WECC and will cooperate with PacifiCorp in the fulfillment of PacifiCorp's responsibilities, including the agreement to bear its fair and reasonable share of the Balancing Authority Area costs associated with the services to be provided herein consistent with the methods, practices, requirements, and rates of PacifiCorp's Tariff and Business Practices. The responsibilities of the Parties are further defined in a separate Transmission Operator Coordination Agreement.
- 8.2 PacifiCorp shall offer to provide and sell to Deseret those Ancillary Services which are required by PacifiCorp's Tariff to be offered by the Transmission Provider, including Ancillary Services in support of the Deseret System.
- 8.3 Deseret may not decline PacifiCorp's offer of any of the Ancillary Services pursuant to Section 8.2 above unless it demonstrates consistent with the provisions of PacifiCorp's Tariff that it has acquired such Ancillary Service from a third-party or through self-supply.
- 8.4 Should Deseret wish to self-supply Ancillary Services as specified by Section 8.3 of this Agreement, it shall do so in accordance with PacifiCorp's Tariff and consistent with applicable Business Practices.
9. Scheduling Provisions. Deseret shall provide such scheduling information in a form and timing that complies with Industry Scheduling Requirements and PacifiCorp's Business Practices for all load in, resources in, imports to, and exports from and through the PACE Balancing Authority Area.
10. Study Procedures for Additional Service Requests. Deseret may request that PacifiCorp provide firm transmission service to additional Deseret On-System Load or resources under this Agreement. The Parties shall follow the procedures set out in Section 32 of PacifiCorp's Tariff to determine the requirements for additional requested service.
11. System Planning. Deseret shall provide its projected load and resource information for Deseret On-System Load in a format and timing consistent with that required from entities taking Network Integration Transmission Service under PacifiCorp's Tariff. Deseret shall also provide its projected load and resource information for the Deseret System in a format and timing that will allow PacifiCorp to adequately plan for the provision of Ancillary Services provided to Deseret pursuant to this Agreement. Deseret shall respond with the information as requested consistent with the instructions and timing set forth (or referenced by) PacifiCorp's request.

- 11.1 PacifiCorp shall coordinate its transmission planning with Deseret in accordance with Attachment K or applicable transmission planning section of the Tariff.
- 11.2 Additional Points of Receipt and Additional Points of Delivery
- (a) Additional Points of Receipt may be added to Appendix B upon mutual agreement of the Parties. The Parties shall follow the procedures set out in Section ~~32~~33 of PacifiCorp's Tariff to determine the terms under which such additional Point of Receipt may be accommodated.
 - (b) Additional Points of Delivery for Deseret On-System Load may be added to Appendix A in accordance with the terms of the Tariff upon reasonable notice to PacifiCorp.
12. Unauthorized Use. If Deseret uses transmission service on the PacifiCorp Transmission System at a Point of Receipt or Point of Delivery not specified in Appendix A or Appendix B hereof, or in a manner not authorized by this Agreement, it is required to pay for transmission service and Ancillary Services that were provided by PacifiCorp in accordance with the Tariff, including unauthorized use charges.
13. ~~Meter Interrogation Services. PacifiCorp shall provide meter interrogation services for Deseret as described in Appendix G.14.~~ Metering Equipment and Communication Facilities. Deseret shall install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, points of interconnection between the PacifiCorp and Deseret Transmission Systems, at each Deseret Resources that is Behind-the-Meter Generation, and other points on the Deseret System as required to monitor, control and carry out the obligations and duties required by this Agreement. Deseret shall also install, operate, maintain, repair and replace the metering equipment and communications facilities ~~as described in the meter interrogation list~~. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; and (2) metering equipment and communication facilities at points of delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of, any testing and/or calibration of metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be reasonably accessible to both Parties for reading manually or via telephone circuits. Each Party shall allow the other Party reasonable time in each hour, in cooperation with third parties, for electronic access to such metering equipment for interrogation. Inspections of its metering will be

conducted by PacifiCorp in accordance with its procedures for inspecting other similar load and interchange meters.

~~14.1— Upon mutual agreement with PacifiCorp, Deseret may add additional meters to the list of meters interrogated by PacifiCorp. Deseret may unilaterally remove meters from the list of interrogation service list of meters. The list of meters will be shown and periodically updated to reflect any deletions by Deseret or agreed upon additions.~~

~~14.2— Deseret shall pay PacifiCorp according to Appendix G for remotely interrogating and providing meter data to Deseret.~~

~~14.3— Deseret shall be responsible for providing a communication path via telephone dial-up, internet, or other electronic means by which PacifiCorp may interrogate from its offices each meter shown on the list of meters which is maintained by PacifiCorp.~~

~~15.~~14. Under-frequency Relay. Deseret shall arrange for the implementation and/or maintenance of an under-frequency relaying program which shall include installation of sufficient under-frequency relaying equipment to shed Deseret's loads in a manner consistent with applicable NERC reliability standards and, for Deseret's On-System Loads, PacifiCorp's load-shedding procedures used by PacifiCorp. Such under-frequency relaying equipment shall shed Deseret's On-System Load in the same manner as would occur if the loads shed were PacifiCorp's load.;

~~16.~~15. Tariff. If not addressed by this Agreement, Deseret agrees to abide by provisions of the PacifiCorp Tariff.

~~17.~~16. Business Practices. For any practice or procedure not addressed by this Agreement, Deseret agrees to abide by provisions of any applicable posted Business Practices.

~~18.~~17. Operational Authority. PacifiCorp shall have operational control of the Deseret System within the PACE Balancing Authority Area sufficient to have full authority to meet all obligations of a Transmission Operator under NERC Reliability Standards.

~~19.~~18. Billing and Payment. Billing statements for all services provided under this Agreement shall be provided via electronic File Transfer Protocol per Deseret's instructions. Deseret shall pay such amounts including any assessment of interest in accordance with Section 7 of PacifiCorp's Tariff. Payment for all services provided hereunder shall be electronically wired transferred pursuant to the instructions on PacifiCorp's invoice.

~~20.~~19. Disputes. In the event of a billing dispute, PacifiCorp will continue to provide service under this Agreement as long as Deseret (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in

dispute, pending resolution of such dispute. If Deseret fails to meet these two requirements for continuation of service, then PacifiCorp may provide notice to Deseret of its intention to suspend service in sixty (60) days, in accordance with Commission policy. Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.

~~21.~~20. Force Majeure. Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force majeure. The term “force majeure” means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or materials shortage, sabotage and action or non-action by court order or public authority or failure to obtain the necessary authorizations or approvals from any governmental agency or authority which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. However, such Party shall not be relieved of liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

~~22.~~21. Assignment. Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party’s assets. In all other cases, neither Party shall assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.

~~23.~~22. Choice of Law. The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.

~~24.~~23. Waiver. Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.

~~25.~~24. Partial Invalidity. It is the intention of the Parties that the terms and conditions of this Agreement or the performance of their obligation contained in this Agreement shall

conform to all applicable laws, rules and regulations governing the subject matter of this agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the parties contained in this Agreement as originally executed.

~~26-25~~ 25.1 Liability and Indemnification.

~~26-1~~25.1 Generally. Except as provided in this Section ~~26-25~~ 25.1, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.

~~26-2~~25.2 Electric Disturbance. Notwithstanding Section ~~26-1,25.1~~ 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of an electric disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.

~~26-3~~25.3 Consequential Damages. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential, punitive or exemplary damages, of any kind or nature whatsoever, including loss of profit, interest or revenue, and whether based upon contract, tort, strict liability, warranty or any other legal or equitable grounds. Where a Party has not otherwise released a Party

from liability under this Agreement, a Party's liability to the other Party shall be limited to direct damage.

~~26.4~~25.4 As used in this Section ~~26~~25: (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "Person" means any person, including those not connected with either Party to the Agreement.

~~27~~26. Remedies Not Exclusive. The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.

~~28~~27. Insurance. Until all obligations under or incident to this Agreement are satisfied, the Parties shall provide and maintain all insurance required by law, and all insurance which prudent business judgment dictates is necessary to cover the risks and obligations of the Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section ~~26~~25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the party chooses to provide or maintain.

~~29~~28. Notices.

~~29.1~~28.1 All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

~~29.2~~28.2 Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

- (a) To Deseret for notification purposes:
Deseret Generation & Transmission ~~Co-operative~~Cooperative
Attn: President
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500

- (b) To Deseret for invoicing purposes:
Deseret Generation & Transmission ~~Co-operative~~Cooperative
Attn: Accounts Payable
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500
E-mail: ~~accountspayableap~~ap@deseretpower.com
- (c) Any payment to Deseret:
Beneficiary Bank:
Zions First National Bank
Once South Main Street, Suite 1000
Salt Lake City, Utah 84111
ABA: 124000054
Account Name: Deseret Generation & Transmission
~~Co-operative~~Cooperative
Account Number: 015004260
10714 South Jordan Gateway
South Jordan, Utah 84095
- (d) To PacifiCorp for notification purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232
- (e) To PacifiCorp for invoicing purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

~~29.3~~28.3 Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then-current address for notices, demands or requests, written notice of such change.

~~30.29~~ Regulatory Authority and Rate Changes.

~~30.1~~29.1 The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement. In the case of Deseret, to the extent that the federal Rural Utilities Services ("RUS") has directly or indirectly loaned monies to or

provided financial guarantees on behalf of Deseret, this Agreement is subject to written approval by the administrator of the RUS.

~~30.2~~29.2 Except as provided in Section ~~30.3~~29.3, PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to the rates, charges, classifications of service, rules, regulations or service agreements under Section 205 of the Federal Power Act and FERC's rules and regulations promulgated thereunder.

~~30.3~~29.3 Subject to the following sentence, the determination of APD as defined herein shall not be modified nor changed except upon application under Section 206 of the FPA. Notwithstanding the foregoing, in the event that, but only to the extent that, without the consent, acquiescence, agreement, or request of PacifiCorp, the allocation of costs with respect to demand responsibility for service under this Agreement differs from the demand calculated in APD, PacifiCorp shall have the right to make application to FERC for appropriate relief, if any, under Section 205 or successor statute, and Deseret shall be entitled to contest, object, or oppose any such application pursuant to FERC's rules and regulations promulgated thereunder.

~~30.4~~29.4 Execution of this Agreement by the Parties shall not constitute a waiver in any sense whatsoever of either Party's right to exercise its rights under the Federal Power Act in respect to this Agreement.

~~31.~~30. System Ownership.

~~31.1~~30.1 The electrical systems of Bridger Valley, Moon Lake, and Deseret shall at all times be and remain in exclusive possession and control of Bridger Valley, Moon Lake, and Deseret, respectively, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of the electrical systems of Bridger Valley, Moon Lake, or Deseret.

~~31.2~~30.2 The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to Deseret, any rights of ownership in or possession of the PacifiCorp's electrical system.

~~32.~~31. Existing Agreement.

~~32.1~~31.1 This Agreement shall terminate and/or supersede all or part of the following existing agreements, as it relates to Deseret, to the extent specified:

- (a) The Agreement Respecting Wheeling Service, Scheduling And Accounting For Such Services, And Operating Procedures between

Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company dated June 19, 1987, shall be superseded in its entirety.

- (b) The Supplemental Agreement Respecting Wheeling Services, Scheduling And Accounting for Such Service, And Operating Procedures between Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company, dated December 16, 1987, shall be superseded in its entirety.
- (c) Section 2.7, Section 5.3 (f), Section 5.3 (h), Section 5.6, references to Wheeling Costs in Article VIII (which includes Section 6.1 through Section 6.10) and Article VII (which includes Section 7.1 through Section 7.5) of the Ownership and Management Agreement between Utah Power & Light Company and Deseret Generation & Transmission Cooperative, dated October 24, 1980, as amended, shall be superseded in their entirety.
- (d) The Bonanza Project Interconnection Agreement between Deseret Generation & Transmission Cooperative and Utah Power & Light Company dated November 19, 1985 shall be terminated in its entirety.
- (e) The Transmission Service Agreement between Utah Power & Light Company, Intermountain Consumer Power Association and Deseret Generation & Transmission Cooperative, dated December 26, 1980, shall be superseded in its entirety.
- (f) The Transmission Service and Operating Agreement dated March 25, 1991 between PacifiCorp and Deseret Generation & Transmission Cooperative.
- (g) The Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 between PacifiCorp and Deseret Generation & Transmission Cooperative.
- (h) The Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 between PacifiCorp and Deseret Generation & Transmission Cooperative.
- (i) The Control Area Services Agreement dated August 13, 2003 between PacifiCorp and Deseret Generation & Transmission Cooperative.
- (j) Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.

- (k) First Amended and Restated Control Area Services Agreement dated July 31, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.

~~32.2~~31.2 Nothing herein is intended to alter or suspend the rights or duties of the Parties under the Mona Interconnection Agreement.

~~32.3~~31.3 Effective on June 29, 1992, subject to agreement by Bridger Valley Electric Association, Inc., the Parties agreed to amend the May 29, 1981 Transmission Agreement between Bridger Valley Electric Association, Inc., Deseret and PacifiCorp by terminating of Section 11, 12, 13, 14 and 15. Future transmission service to Deseret's customer, Bridger Valley, shall be provided under this Agreement.

31.4 Effective on June 12, 2019, Purgatory Flat Substation Transmission Interconnection Agreement, among Dixie Power, Deseret Power, and PacifiCorp.

~~33.32.~~ Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.

~~34.33.~~ Changes in and Appendices to this Agreement.

~~34.1~~33.1 Except as provided in Sections 10 and ~~30~~29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the parties and by written instrument duly executed by the Parties.

~~34.2~~33.2 This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:

Appendix A – Deseret Points of Delivery

Appendix B – Deseret Points of Receipts

Appendix C – PacifiCorp FERC Tariff Firm Transmission Services Monthly Demand Rate

Appendix D – Charge and Derivation of the Distribution Voltage Delivery Charge

Appendix E – Charge and Derivation of Ancillary Services

Appendix F – Deseret System

Appendix G – ~~Meter Interrogation Services~~ Appendix H – Excluded
Behind-the-Meter Generation

~~Sixth Amended and Restated Transmission Service and Operating Agreement~~

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date herein above set forth.

PACIFICORP

DESERET GENERATION &
TRANSMISSION

~~CO-OPERATIVE~~ COOPERATIVE

By: /s/ ~~Natalie Hocken~~ Rick Vail

By: /s/ ~~Curtis K. Winterfeld~~ Clay MacArthur

Name: ~~Natalie Hocken~~ Rick Vail

Name: ~~Curtis K. Winterfeld~~ Clay MacArthur

Title: ~~Senior~~ Vice President Transmission
& System Operations

Title: Vice President

APPENDIX A
DESERET POINTS OF DELIVERY
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

ON-SYSTEM POINTS OF DELIVERY
DESERET LOAD

The following are Points of Delivery to Deseret On-System Load at which Deseret makes deliveries of power and energy to or for the benefit of its Members over PacifiCorp's Transmission System and for delivery to Members and others at Mona. These Members are Flowell Electric Association ("Flowell"), Garkane Energy ("Garkane"), Dixie Escalante ("Dixie"), Moon Lake Electric Association ("Moon Lake"), Mt. Wheeler Power ("Mt. Wheeler"), and Bridger Valley Electric Association ("Bridger Valley"). Deliveries are made directly to these Points of Delivery using PacifiCorp's Transmission System and the metered (or scheduled, in the instance of Hunter-Mona and Mt. Wheeler) quantities are included in the calculation of Deseret's APD as well as the applicable PacifiCorp Transmission Losses. Deseret's loads served from these Points of Delivery are within PacifiCorp's PACE Balancing Authority Area and are subject to PacifiCorp's charges for Ancillary Services in accordance with Appendix E to this Agreement.

Member Name	In Pace Control Area?	On-System Point of Delivery	Delivery Voltage	Meter or Schedule?	Nearest PacifiCorp Substation
Deseret	YES	Mona Switchyard	345 kV	Schedule	Mona
Deseret	YES	Hunter Station ¹	345 kV	Meter ¹	Emery
Flowell ²	YES	Flowell Anderson ³	46 kV	Meter	Pavant
Flowell ²	YES	Flowell Old Field #2 ³	46 kV	Meter	Pavant
Garkane ²	YES	Sigurd (Garkane Sw.)	69 kV	Meter	Sigurd Garkan
Garkane	YES	Hildale	69 kV	Meter	Toquerville Windy Ridge
Dixie ²	YES	St. George Switchyard	138 kV	Meter ⁴	Red Butte
Dixie ²	YES	Newcastle Moyle ⁵	138 kV	Meter	Red Butte

¹ Deseret, as an owner of 25.108% of Hunter No 2, is responsible for its share of Hunter 2 station service. Hunter Station is a Point of Delivery under this agreement for Deseret's Hunter 2 station service obligation when Hunter 2 is out of service. Deseret may make purchases from Hunter No. 1 or Hunter No. 3 in lieu of wheeling in station service obligations under this Agreement.[]

² Deseret Members that are also eligible for deliveries of power and energy from the Western Resources.[]

³ Flowell [Anderson](#) is based on metered amounts flowing to Deseret (M78019 CH 1) less UAMPS and PacifiCorp retail load (Kanosh, Meadow and PacifiCorp Meadow) served through Flowell [Anderson](#) Substation (M78027 CH 1, M78023 CH 1, M78356 CH1, respectively). UAMPS and PacifiCorp retail loads as delivered at Flowell Substation are to be adjusted for Flowell distribution losses of 2.5%. Flowell [Old Field](#) #2 metering is M7702279188 CH 1.[]

⁴ Deliveries to Dixie are normally metered by Meter no. M77692 CH 1 (S&G Sub-~~Ft. Pierree~~). During emergency conditions, however, deliveries to Deseret to service Dixie may flow through UAMPS' system and then into Dixie's system (which flow is measured by Meter no. M77793 (Bloomington – Dixie) CH4 at the Sewer Plant and Meter No. M77711 (Millcreek Gen – Dixie) CH 1 for positive flow and CH 4 for negative flow at the Millcreek switchyard). During certain emergency conditions, Deseret may purchase local generation from UAMPS' member s ystem, which schedule hourly purchases shall be deducted from the hourly metered amounts. To the extent that the hourly, integrated energy through either of these meters flows in any hour from St. George's system to Dixie's system (i.e. direction of positive flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to Deseret at the St. George Switchyard and added to any amount recorded in that same hour by Meter No. M77692. Conversely, to the extent that the hourly, integrated energy through either of these meters flows in any hours from Dixie's system to St. George's system (i.e. direction of negative flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to UAMPS at the St. George Switchyard and subtracted from the amount recorded in that same hour by Meter No. M77692 for delivery to Deseret.[]

⁵ Dixie at [Newcastle Moyle](#) is based on metered amounts flowing to Deseret (M78048 CH 1) less UAMPS load (Enterprise) served through [Newcastle Moyle](#) Substation (M54921 CH 1). UAMPS' load as delivered at [Newcastle Moyle](#) Substation is to be adjusted for Dixie distribution losses of 9.0%.[]

Dixie²	YES	Enterprise Solar SS	138 kV	Meter	Holt
Dixie²	YES	Purgatory #1¹¹	69 kV	Meter	Purgatory
Dixie²	YES	Purgatory #2¹¹	138 kV	Meter	Purgatory
Dixie	YES	Cove Mnt. SS	138 kV	Meter	Enterprise
Moon Lake	YES	Inland-Dallen Resources	24.9 kV	Meter	Pariette
Moon Lake	YES	Inland-Monument Butte	24.9 kV	Meter	Pariette
Moon Lake	YES	Questar Pariette	24.9 kV	Meter	Pariette
Moon Lake	YES	Clay Basin ⁶	34.5 kV	Meter	Little Mt. (Wyo)
Moon Lake	YES	Upalco	138 kV	Schedule	Upalco
Moon Lake	YES	Vernal	138 kV	Schedule	Ashley
Bridger Valley	YES	Sweetwater ⁷	230 kV	Meter	Black Fork
Bridger Valley	YES	Muddy Creek	138 kV	Meter ⁸	Muddy Creek
Mt. Wheeler ²	NO	Pavant ⁹	230 kv	Schedule	Pavant

EMERGENCY ONLY ON SYSTEM POINTS OF DELIVERY

Member Name	Point of Delivery	Delivery Voltage	Nearest PacifiCorp Substation
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⁶ Moon Lake Clay Basin meter requires a low voltage loss adjustment of 1.524%.[]

⁷ Bridger Valley's loads served from its Sweetwater, Mona Arch, Granger, and East Granger substations are normally disconnected from the rest of its transmission system at normally open switch (Switch C2) at Granger substation. These loads are normally served out of PacifiCorp's Blacks Fork substation from the Bridger Valley Sweetwater Transmission System. The interconnection at Blacks Forks substation is at 230 kV but the metering is connected to the 69kV side of Bridger Valley's 230/69 kV transformer; therefore, a metering adjustment of 0.5% is required. Such adjustment shall be in the invoice until PacifiCorp and Bridger Valley agree to include this adjustment as an internal meter compensation. Bridger Valley's loads, excluding loads served from the Bridger Valley Sweetwater Transmission System and at Muddy Creek, are normally disconnected from the rest of its transmission system at a normally open switch (Switch C2) at Granger substation. These loads are normally served from Bridger Valley's interconnections with Western's Flaming Gorge and Fontenelle substations on the Bridger Valley Flaming Gorge Transmission System; however, the loads are telemetered into PacifiCorp's PACE Control Area.[]

⁸ Deliveries to Muddy Creek will be used for station service supplied by Deseret's Member system, Bridger Valley, to the Mountain Wind I and II projects. The metering point will be at the Generating Facility for each Mountain Wind project and deliveries will be determined as the sum of the Net hourly integrated consumption, if any, for MWP1 (Meter No. M77063 Ch. 3, backup Meter No. 77070 Channel 3) and for MWP2 (Meter No. M77071 Ch. 3, backup Meter No. 77072 Ch.3). A loss factor of 1.0015 is applied to adjust the metered values to Muddy Creek.[]

⁹ Mt. Wheeler loads are in the Control Area of NV Energy.

Dixie ²	Quail Creek Tie ¹⁰	69 kV	Toquerville 69 kV Windy Ridge
Dixie ²	Brentwood Tap	69 kV	Brentwood
Dixie²	Millcreek Substation	138 kV	St. George
Garkane	Panguich Intertie	12.5 kV	Kaibab
Garkane	Hildale Apple Valley	34.5 kV	Windy Ridge

¹⁰ Un-metered emergency point of delivery.¶

¶

¹¹ [Ownership and maintenance of metering & communications equipment required to calculate Deseret load at Purgatory Flat is identified under the Transmission Interconnection Agreement dated June 10, 2019 between PacifiCorp, Deseret, and Dixie Power.](#)

APPENDIX B
DESERET POINTS OF RECEIPT
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

The Points of Receipt shall be the points of interconnection as follows:

Hunter II Resource

Hunter POR - The 345 kV line terminations of PacifiCorp at Emery (Hunter Plant) substation. These terminals interconnect with the 345 kV Switchyard of Emery substation.

Mona Resource

Mona POR - The 345 kV line terminations of PacifiCorp at Mona substation. These terminals interconnect with the transmission system of Los Angeles Department of Water and Power and the Deseret Transmission System.

Western Resource

Western POR - Western points of use with PacifiCorp pursuant to Contract No. 14-06-200-2436.

Emergency Resource for Isolated Load

Nevada-Utah Border POR – The 345-kV interconnection at the Nevada-Utah border with Nevada Energy; available during scheduled and forced outages or curtailments of the Sigurd-Three Peaks-Red Butte line for Deseret On-System Load served through the Red Butte POD. At this time there is no firm energy delivery for Deseret at the Nevada-Utah POR. Energy may be delivered to Deseret load using network secondary service from the Nevada-Utah POR to Deseret Load.

APPENDIX C
PACIFICORP FERC TARIFF FIRM TRANSMISSION SERVICES
FOR DESERET

MONTHLY DEMAND RATE

Deseret shall pay a monthly demand charge equal to APD times the Network Service Formula Rate set forth in the Tariff.

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APPENDIX D
CHARGE AND DERIVATION
OF THE
DESERET DISTRIBUTION VOLTAGE DELIVERY CHARGE

The distribution delivery charge for service to Moon Lake (Clay Basin, Questar, Inland Dallen, and Monument) shall be \$.75 per kW-month multiplied by the Point of Delivery peak monthly demand.

APPENDIX E
CHARGE AND DERIVATION OF ANCILLARY
SERVICES

Ancillary Services to support loads served off the Deseret System and PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with PacifiCorp's Tariff are as follows. In the event that any language within this appendix appears to conflict with language stated in the currently effective Tariff, the Tariff language will prevail.

1. Ancillary Services Required to be Purchased

a. Scheduling, System Control and Dispatch Service: The charge shall be the product of the currently effective Scheduling, System Control and Dispatch Service rate as provided for in Schedule 1 of PacifiCorp's OATT and the amount calculated as the sum of the APD plus the Deseret Area Load.

b. Reactive Supply and Voltage Control from Generation Sources Service: The charge shall be the product of the currently effective Reactive Supply and Voltage Control from Generation sources Service Charge as provided for in Schedule 2 of PacifiCorp's OATT and the amount calculated as the sum of the APD and Deseret Area Load. Deseret shall supply reactive energy as required for the Deseret Transmission System and agrees to operate the Bonanza generation facility as directed by PacifiCorp, acting as the Transmission Operator and Balancing Authority for the Deseret Transmission System, consistent with WECC and NERC standards for reactive supply and voltage control. Credits to offset in part or in total charges under Schedule 2 shall be applied for the Hunter II Resource, the Bonanza Resource, and any other generation of Deseret connected to PacifiCorp or the Deseret Transmission System pursuant to the terms of this Agreement and otherwise qualified to receive credit for reactive supply and voltage control pursuant to the criteria 1-3 and treatment of jointly-owned units as set forth below. Supply from the Hunter II Resource will be measured based on scheduled generation, and all other generator output will be measured based on actual generation.

Generator Eligibility:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of

notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.

- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and Deseret that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for Deseret with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control Service from Generation or Other Sources Service shall be determined by:

(1) For the hour of the transmission system peak each month, subtracting from Deseret's full requirement (APD plus Deseret Area Load) the total amount supplied by qualifying generator(s) during that hour;

(2) charging Deseret the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent Deseret supplied less than its full requirement during the coincident peak hour.

2. Ancillary Services Required to be Offered

a. Regulation and Frequency Response Service: The charge shall be the product of the currently effective Regulation and Frequency Response Service from Generation sources Service rate as provided for in Schedule 3 of PacifiCorp's OATT and the amount calculated as the sum of APD plus the Deseret Area Load for which Deseret has the obligation to supply Regulation Reserve Service, less any amounts self supplied by Deseret. Tariff schedule 3A Charges shall apply to off system sales associated with any Deseret Resources.

b. Energy Imbalance Service: The charge shall be the product of the rate applicable to any deviation within a band as provided for in Schedules 4 or 9 of PacifiCorp's OATT and energy deviation within each such band. The energy imbalance in any hour shall be calculated as the net summation of (i) Deseret Load less (ii) Deseret Resource +/- (iii) any imports/exports by Deseret to the PACE BAA.

c. Operating Reserve – Spinning Reserve Service: The product of the currently effective Spinning Reserve Service Charge as provided for in Schedule 5 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Spinning Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that any load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

d. Operating Reserve – Supplemental Reserve Service: The product of the currently effective Supplemental Reserve Service Charge as provided for in Schedule 6 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Supplemental Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

APPENDIX F

DESERET SYSTEM

1. Bridger Valley Flaming Gorge Transmission System

a) System Description: A transmission system owned by the Bridger Valley Electric Association (“BVEA”) and located in southwest Wyoming and northeast Utah. This system consists of various 69 kV facilities interconnected with Western Area Power Administration (“Western”) and, during abnormal or emergency conditions only, with PacifiCorp.

b) Bridger Valley Flaming Gorge Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Flaming Gorge	69 kV	Western
2) Fontenelle	69 kV	Western
3) Blacksfork ¹¹	230 kV	PacifiCorp

c) Internal Generation: none

d) Other Parties’ Points of Delivery: none

e) Tie-Line Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Flaming Gorge	69 kV	Western	2055/2060 BV101B	M77324A FGEM11
2) Fontenelle	69 kV	Western	2065/2070 BV401B	M77331A

f) Intra-Balancing Authority Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters

Location	Voltage	Balancing	Deseret	PacifiCorp Meter
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¹¹ Emergency only. The interconnection of BVEA’s Flaming Gorge Transmission System to PacifiCorp is at BVEA’s Granger substation (through its Sweetwater substation at PacifiCorp’s Blacksfork substation) at a normally open switch (Switch C2). ~~This~~ and at the BVEA’s Buckley switch ([Switch C17](#)). ~~These switches~~ will only be closed during emergency conditions and only upon the prior approval of PacifiCorp’s Dispatch personnel. Therefore, there is currently no Tie Line Metering required for ~~this location~~ [these locations](#).

		Authority Area	Meter ID	ID or Site ID
1) Flaming Gorge (Dutch John)	Distribution	Western	2010 BV301 B	M77305
2) Mt. Wind	138 kV	PacifiCorp	BV402B, BV403B, BV404B, BV405B	M77063, M77070, M77071, M77072
3) Blacksfork	230 kV	PacifiCorp	BV302B, BV303B	M79111, M77156

2. Moon Lake Transmission System

a) System Description: A transmission system owned by the Moon Lake Electric Association (“MLEA”) and located in northeast Utah and northwest Colorado. This system consists of various 69 kV and 138 kV facilities interconnected with Western ~~and Tri-State Generation and Transmission Association (“Tri-State”).~~

b) Moon Lake Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) S.W. Rangely	138 kV	Western (MLEA/TSGT SW-Rangely-Meeker)
2) S.W. Rangely	138 kV	Western (WAPA Artesia)
3) Vernal	138 kV	Western

c) Internal Generation

Location	Voltage
1) Taylor Draw	69 kV
2) Uintah (2 units)	69 kV
3) Yellowstone (3 units)	69 kV

d) Other Parties’ Points of Delivery power wheeled by Moon Lake)¹²

Location	Voltage	Company	Loss Factors	PacifiCorp Meter or Site ID
1) Boundary Meter ¹³ (North of Fidler	Distribution	PacifiCorp	1.028	M77206

¹² Losses for these delivery points are addressed in the Amended and Restated Facilities Rental and Wheeling Agreement (Agreement) between PacifiCorp and Moon Lake dated December 12, 2008. These loss percentages may be adjusted from time-to-time upon mutual agreement between PacifiCorp and Moon Lake.

¹³ The meters under this superscript are profile meters. ~~All meter~~[Meter](#) readings at Hanna ~~and Tabiona~~ shall be multiplied by 1.0231 (Agreement Exhibit 3). All meter readings at Boundary Meter (North of Fidler Compressor Station) shall be multiplied by 1.028 (Agreement Exhibit 4). All meter readings at Myton and Pleasant Valley (Moon Lake’s substation) shall be multiplied by 1.01316 (Agreement Exhibit 3).

Compressor Station)				
2a) Connie Hart ¹⁴ (shop 2 meters)	Distribution	PacifiCorp	1.05	170745726001 170745726001453963450001
2b) Connie Hart¹⁴ (irrigation pivot)	Distribution	PacifiCorp	1.05	453963450001
3) Sam Beasley Jr. ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05 1.05	052810811001 052810811002
4) Michael Robert Hansen ¹⁴	Distribution	PacifiCorp	1.05	665432068001
5) Superior Well ¹⁴ Services ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05 1.05	703016165001 703016165003
6) Crystal Elliott Kevin Williams ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05	663534404002 663534404003855075066001
7) Brent Jackson ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05 1.05	855255859001 TBD
8) George Miller^{14,15} (unmetered light) Duane Holmes ¹⁴	Distribution	PacifiCorp	n/a 1.05	n/a 849041740001
9) Hanna Substation ¹³	69 kV	PacifiCorp	1.0231	M77844A
10) Myton Line ¹³	69 kV	PacifiCorp	1.01316	M77188
11) Tabiona^{13,16}	69 kV	PacifiCorp	1.0231	n/a

e) Tie-Line Points: None

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) S.W.	138 kV	Western	2030/2031	MNLM40

¹⁴ The meters under this superscript are non-profile meters. All meter readings for load served from Moon Lake's Vernal distribution substation shall be multiplied by 1.05 (Agreement Exhibit 1). Metered amounts are manually read each month and converted to hourly amounts by PacifiCorp using comparable load profiles. The load profiles used are available upon request to Deseret.¶

¹⁵ ~~George Miller is a 100W un-metered area light has an average usage of 37.8 kWh per month including losses. A load factor of 50% is applied to the average to approximate the hourly amount.~~

¹⁶ ~~Tabiona Substation is an un-metered power transformer that remains energized without serving load. Billing values of demand and energy to be used are based on a constant 8.146 kWh per hour load.¶~~

Rangely/Meeker-				
2) S.W.- Rangely/Artesia-	138 kV	Western	2032/2033	RLGM46

f) Intra-Balancing Authority Area Points

Location		Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Boundary Meter (North of the Fidler Compressor Station)	(neg.)	Distribution	PacifiCorp	5030 ML110	M77206
2) Connie Hart (2 meters)	(neg.)	Distribution	PacifiCorp	5020 ML601	170745726001 170745726001453963450001
3) Connie Hart	(neg.)	Distribution	PacifiCorp	n/a	453963450001
4) Sam-Beasley Jr.-	(neg.)	Distribution	PacifiCorp		052810811001
5 3) Sam Beasley Jr.	(neg.)	Distribution	PacifiCorp	ML601	052810811002
6 4) Michael Robert Hansen	(neg.)	Distribution	PacifiCorp	ML601	665432068001
7 5) Superior Well Services (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	703016165001 703016165001703016165003
8) Superior-Well Services	(neg.)	Distribution	PacifiCorp		703016165003
9 6) Crystal-Elliott Kevin Williams (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	663534404002 663534404003855075066001
10 7) Brent Jackson	(neg.)	Distribution	PacifiCorp	ML601	855255859001
11 8) Brent Duane JacksonHolmes	(neg.)	Distribution	PacifiCorp	ML601	TBD 849041740001

12 9) Hanna Substation	(neg.)	69 kV	PacifiCorp	8050 ML117	M77844A
13 10) Myton Line	(neg.)	69 kV	PacifiCorp	2004 ML103	M 77188 79093
14 11) Pleasant Valley	(pos.)	69 kV	PacifiCorp	2008 ML101	M78735
15) Tabiona¹⁶ Substation	(neg.)	69 kV	PacifiCorp	8052	n/a
16) George-Miller	(neg.)	69 kV	PacifiCorp		n/a

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Taylor Draw	69 kV	9010 ML406	M77416 A
2) Uintah ¹⁷	69 kV	9031/9032 ML404, ML405	M77410/M77411
3) Yellowstone ¹⁷	69 kV	9021/9022/9023 ML401, ML402, ML403	M77412/M77413/M77414

h) Other Meters

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	69 kV	2053 DP101B	M77322
2) California #1	69 kV	2061	M77328
3) California #2	69 kV	2062	M77329
4) California #3	69 kV	2063	M77330
5) CO2 #1	69 kV	2056	M77326
6) CO2 #2	69 kV	2057	M77327
7) CO3 #3	69 kV	2058	M77325
8 2) Cove #1	69 kV	2029 ML301B	M77310
9 3) Cove #2	69 kV	2030 ML302B	M77065
10 4) Flaming Gorge #1	Distribution	2020 ML115	M77306
11 5) Flaming Gorge #2	Distribution	2025 ML116	M77309
12 6) Ft. Duchesne	138 kV	2042 ML107	M77319
13 7) Green River Collectors	12.4 kV	5015 ML303	

¹⁷ Uintah Hydro station service and Yellowstone Hydro station service meters are read manually by Moon Lake. The se values are provided to PacifiCorp. Net generation values from Uintah Hydro and Yellowstone Hydro are based on remotely metered amounts of gross generation less station service.

14) Main (Chevron)-#1	69 kV	2110	M77332
15) Main (Chevron)-#2	69 kV	2120	M77333
168) Mahogany Ridge	138 kV	77503 ML332B	M77503
179) Raw Water	69 kV	60010 ML305	M77349
18) Red Wash	69 kV	2134	M77417
19) Red Wash QEP	69 kV		M77704
2010) SW Rangely #1	138 kV	2038ML324	M77316
2111) SW Rangely #2	138 kV	2039ML325	M77317
2212) Upalco #1	69 kV	2000ML105	M78058
2313) Upalco #2	69 kV	2006ML106	M78067
2414) West End-#1 Calmity Ridge	69 138 kV	2140ML113B	M77334
2515) West End-#2 Dalen Resources	69 kV <u>Distribution</u>	2150ML119	M77335
2616) Wonsit Clay #1 Basin	69 kV	2135ML120	M77418A
2717) Wonsit-#2 Upalco Blue Bench	69 138 kV	2136ML122	M77419A
18) California	138 kV	ML326B	
2819) Questar Ponderosa Office	Distribution	ML609	M77258
20) Monument Butte	Distribution	ML123B	

3. Deseret Transmission System

a) System Description: A transmission system owned by Deseret and located in northern Utah. This system consists, in part, of various 138 kV and 345 kV facilities interconnected with Western, Tri-State and PacifiCorp.

b) Deseret Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Bonanza	345 kV	Western
2) Deserado ¹⁸	138 kV	Western (MLEA/TSGT SW Rangely-Meeker)

¹⁸ Deserado is a load serving substation at the Deserado Coal Mine that is connected to the Meeker-S.W. Rangely 138 kV transmission line. The load served at this substation is telemetered to PacifiCorp's Balancing Authority Area pursuant to this Agreement.

3) Mona	345 kV	PacifiCorp
4) Upalco	138 kV	PacifiCorp
5) Vernal	138 kV	Western
6) S.W. Rangely	138 kV	Western (TSGT SW Rangely-Meeker)
7) S.W. Rangely	138 kV	Western (WAPA Artesia)

c) Internal Generation

Location	Voltage
1) Bonanza	138 kV

d) Other Parties' Point of Delivery

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	138 kV	PacifiCorp	n/a	9081 DP302	M77348

e) Tie-Line Points

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	345 kV	Western	n/a	6000/6010 DP102B	M77345A
2) Vernal	138 kV	Western	n/a	2051/2052 DP104B	VNLM59
3) S.W. Rangely/Meeker	138 kV	Western	n/a	ML121B	MNLM40
4) S.W. Rangely/Artesia	138 kV	Western	n/a	ML118B	RLGM46

f) Intra-Balancing Authority Area Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Mona	345 kV	PacifiCorp	6100/6150 DP103B	M78071B
2) Upalco	138 kV	PacifiCorp	2034/2035 ML104B	M78372

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
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1) Bonanza Gross Gen ¹⁹	138 kV	60000 DP401	M 77345A 77348
2) Bonanza Aux. 1	2.4 kV	60011 DP701	M77350
3) Bonanza Aux. 2	2.4 kV	60012 DP702	M77351
4) Bonanza Aux. 3	2.4 kV	60013 DP703	M77352
5) Bonanza Aux. 4	2.4 kV	60014 DP704	M77353

h) Other Deseret Area Load Metering Locations: none

i) Other Meters: none

4. Other Telemetered Deseret Area Load

a) System Description: Other load which is outside the boundary of the PacifiCorp Balancing Authority Area, but which is telemetered into the PacifiCorp Balancing Authority Area as part of Deseret Area Load, includes (in addition to the Bridger Valley Flaming Gorge System described in item 1) above) the following: the load of Moon Lake served from Western's Vernal substation at 69 kV and the load of Deseret at the Deserado coal mining operation owned and operated by Blue Mountain Energy and served from a tap of the Rangely-Meeker 138 kV line.

b) Other Telemetered Deseret Area Load Interchange Points

Location	Voltage	Control Area
1) "CA" Tap	138 kV	Western
2) Vernal	138 kV	Western

c) Internal Generation: none

d) Other Parties' Points of Delivery

Location	Voltage	Company	Loss Factor	PacifiCorp Meter ID or Site ID
1) Vernal SS	69 kV	Western	1.05	M77320

e) Tie-Line Points

Location	Voltage	Control Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Deserado Coal Mine	138 kV	Western	2036/2037 ML327, ML328	M77314/M77315
2) Vernal	138 kV	Western	2040/2045 ML108B	M77318A

¹⁹ Net generation values from Bonanza Generating Station are based on remotely metered amounts of gross generation less station service remotely metered at Bonanza Aux. 1, Bonanza Aux. 2, Bonanza Aux. 3, and Bonanza Aux. 4.

3) Vernal SS	69 kV	Western	2050 ML109	M77320
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f) Intra-Control Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters: none

5. Other Systems

a) System Description: Other meter interrogation requirements for Deseret's members Dixie Escalante, [Flowell](#), Garkane Energy and Mt. Wheeler Power.

b) Interchange Points: none

c) Internal Generation: none

d) Other Parties' Points of Delivery: none

e) Tie Line Metering Locations: none

f) Deseret System Metering Locations: none

g) Internal Generation Metering Locations: none

h) Other Deseret Area Load Metering Locations: none

i) Other Meters

Location	Member	Deseret Meter ID	PacificCorp Meter ID or ID
1) St. George Sub	Dixie	DX107B	
2) Purgatory 69 kV	Dixie	DX111B	
3) Purgatory 138 kV	Dixie	DX112B	
4) Millcreek	Dixie	DX109B	
5) Brentwood	Dixie	DX101B	
6) Moyle	Dixie	DX103	
7) Bloomington St. George	Dixie	DX105B	
8) Enterprise City	Dixie	DX106B	
9) Enterprise Solar	Dixie	DX305B	
10) Flowell Anderson	Flowell	FL101	
11) Kanosh RMP	Flowell	FL103	
12) Kanosh #1	Flowell	FL104	
13) Meadow	Flowell	FL105	

<u>14) Flowell Old Field</u>	<u>Flowell</u>	<u>FL106B</u>	
<u>15) Kansoh #2</u>	<u>Flowell</u>	<u>FL107</u>	
116) Glen Canyon/ Garkane So.	Garkane	1005 <u>GK105B</u>	M77356
217) Fredonia	Garkane	4700 <u>GK103B</u>	M77342
318) Boulder Upper #1 <u>Twin Cities</u>	Garkane	9060 <u>GK301B</u>	00010503
419) Boulder Upper #2 <u>Garkane North</u>	Garkane	9070 <u>GK101</u>	00010880
518) Boulder Upper # 3 <u>1</u>	Garkane	9080 <u>GK403</u>	M77406
<u>19) Boulder Upper #2</u>	<u>Garkane</u>	<u>GK404B</u>	
<u>20) Boulder Upper #3</u>	<u>Garkane</u>	<u>GK405</u>	
621) Boulder Lower #1	Garkane	9090 <u>GK401B</u>	00011080
722) Boulder Lower #2	Garkane	9100 <u>GK402B</u>	M77408
823) Peterson	Garkane	9120 <u>GK406B</u>	00008159
924) Gonder #1	Mt. Wheeler	2300 <u>MW101</u>	M77337
1025) Gonder #2	Mt. Wheeler	2305 <u>MW102</u>	M77338
1126) Keystone Sub Ely	Mt. Wheeler	<u>MW301</u>	M77169
1227) Machacek Sub #2	Mt. Wheeler	2310 <u>MW104</u>	M77339
1328) Machacek Sub #1	Mt. Wheeler	2311 <u>MW103</u>	M77486
1429) Robinson #1	Mt. Wheeler	2320 <u>MW303</u>	M77340
1530) Robinson #2	Mt. Wheeler	2325 <u>MW304</u>	M77464
1631) BMB/Granite <u>Lone Creek</u> Tree	Mt. Wheeler	9130 <u>MW302B</u>	93740484
<u>32) Spring Valley Wind</u>	<u>Mt. Wheeler</u>	<u>MW401B</u>	

Internal Generation

Large Generating Facilities Greater than or Equal to 10 MW

Bonanza Power Plant	
Plant Type:	Non-Hydro
Net Continuous Plant Capability	458 MW
Ownership	Deseret 96.25%
Other Owners	Utah Municipal Power Agency

Small Generating Facilities Less than 10 MW

Taylor Draw Hydro	
Plant Type:	Hydro
Net Continuous Plant Capability	2.1 MW
Ownership	MLEA 100%
Other Owners	None

Uintah Hydro # 1 Uintah Hydro #2	
Plant Type:	Hydro
Net Continuous Plant Capability	1.110 MW
Ownership	MLEA 100%
Other Owners	None

Yellowstone Hydro # 1 Yellowstone Hydro # 2 Yellowstone Hydro #3	
Plant Type:	Hydro
Net Continuous Plant Capability	0.9 MW
Ownership	MLEA 100%
Other Owners	None

APPENDIX G

METER INTERROGATION SERVICES

~~PacifiCorp shall read the meters set forth on the current meter interrogation list maintained by PacifiCorp as frequently as may be required to provide an hourly energy profile and monthly energy usage for each meter on said list. Such hourly and monthly energy data for a calendar month shall be provided by PacifiCorp to Deseret by spreadsheet file, or other mutually agreed upon electronic form, within a reasonable period of time after the end of each calendar month.~~

~~The charge for Meter Interrogation Service shall be \$75.00 per meter per month and will be applied to the number of meters interrogated by PacifiCorp and provided electronically to Deseret. A current list of meters is maintained by PacifiCorp and updated upon mutual agreement of the Parties.~~

APPENDIX H

EXCLUDED BEHIND-THE-METER GENERATION

	<u>Name</u>	<u>Location</u>	<u>Nameplate MW Capacity</u>	<u>Type</u>
	Run of the River Hydro Generators			
	Fremont Hydro	Gakrane Sigurd	2.11	HY
	Quail Creek	Dixie St. George	2.34	HY
	Photovoltaic Generation			
	Dixie Solar	Moyle	0.15	PV

SEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION COOPERATIVE
AND
PACIFICORP

SEVENTH AMENDED AND RESTATED
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Appendix A: Deseret Points of Delivery

Appendix B: Deseret Points of Receipt

Appendix C: PacifiCorp FERC Tariff Firm Transmission Services Monthly Demand Rate

Appendix D: Charge and Derivation of the Distribution Voltage Delivery Charge

Appendix E: Charge and Derivation of Ancillary Services

Appendix F: Deseret System

Appendix G: Excluded Behind-the-Meter Generation

SEVENTH AMENDED AND RESTATED
TRANSMISSION SERVICE and OPERATING AGREEMENT
BETWEEN
DESERET GENERATION & TRANSMISSION COOPERATIVE
AND
PACIFICORP

PREAMBLE

THIS SEVENTH AMENDED AND RESTATED AGREEMENT is made and entered into as of this 1st day of September, 2020 by and between DESERET GENERATION & TRANSMISSION COOPERATIVE, a cooperative organized under the laws of the State of Utah and authorized to do business in the State of Utah. (“Deseret”); and PACIFICORP, an Oregon corporation. Deseret and PacificCorp are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.”

WITNESSETH

WHEREAS, the electrical systems of the Parties are interconnected; and

WHEREAS, PacificCorp has agreed in several existing agreements to provide transmission service for the various resources available to Deseret, as well as to provide the other services necessary as a Balancing Authority Area operator, including to provide certain Ancillary Services to support loads served off both Deseret’s (and certain Deseret Members’) transmission systems and PacificCorp’s transmission system; and

WHEREAS, the Parties desire to simplify and consolidate the existing transmission and ancillary service obligations and procedures into a single agreement whereby PacificCorp shall provide such transmission service and other services for Deseret; and

WHEREAS, Deseret and PacificCorp entered into a Transmission Service and Operating Agreement dated March 25, 1991 (“Interim Agreement”) which consolidated transmission services under existing agreements;

WHEREAS, the Parties mutually agreed to replace the Interim Agreement with a subsequent Agreement as of May 1, 1992 (“Original Agreement”);

WHEREAS, the Parties entered into the Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 (“Amended Agreement”);

WHEREAS, PacificCorp provided the Balancing Authority area and other related services as part of the Power Marketing and Resource Management Services Agreement (“PMA”), which terminated on December 31, 2003;

WHEREAS, the Parties entered into the Control Area Services Agreement dated August 13, 2003, providing for the transmission systems of Moon Lake Electric Association

("Moon Lake"), Deseret, and certain portions of the Bridger Valley Electric Association ("Bridger Valley") to remain in PacifiCorp's Balancing Authority Area, which terminated on May 31, 2011;

WHEREAS, the Parties entered into the Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 ("Second Amended Agreement");

WHEREAS, the Parties have entered into the First Amended and Restated Control Area Services Agreement, providing for the transmission systems of Moon Lake Electric Association ("Moon Lake"), Deseret, and certain portions of the Bridger Valley Electric Association ("Bridger Valley") to remain in PacifiCorp's Balancing Authority Area, which terminated on the effective date of the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011 ("Third Amended Agreement");

WHEREAS, the Parties have entered into the Fourth Amended and Restated Transmission Service and Operating Agreement dated November 28, 2011;

WHEREAS, the Parties have entered into the Fifth Amended and Restated Transmission Service and Operating Agreement dated August 14, 2012;

WHEREAS, the Parties have entered into the Sixth Amended and Restated Transmission Service and Operating Agreement dated February 25, 2013 (the "Prior Amended and Restated Agreement");

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate in its entirety the Prior Amended and Restated Agreement, and agree as follows:

1. Definitions. When used in this Agreement with initial capitalization, the following terms shall have the respective meanings set forth below and shall be applicable to both the singular and plural forms;
 - 1.1 Agreement – This Seventh Amended and Restated Transmission Service and Operating Agreement between Deseret and PacifiCorp.
 - 1.2 APD – The aggregate peak demand in a month, coincident with the hour of the Monthly Transmission System Peak Demand for transmission service on PacifiCorp's transmission system, for the transfer of Deseret's resources other than the Western Resource to the Points of Delivery set forth in Appendix A. The

APD shall be the positive sum, if any, during that hour of (a) Deseret's schedules from the Hunter Resource to its Mona Point of Delivery, which schedules shall not include any schedule of Deseret's entitlement in Hunter II to another party at the Hunter bus, plus (b) any amount by which Deseret's schedule(s) to Hunter from one or more Points of Receipt outside the Hunter switchyard, if any, exceeds its schedule(s) of its Hunter Resource to point(s) outside of the Hunter switchyard, plus (c) Deseret's hourly average metered loads at those On-System metered Points of Delivery set forth in Appendix A, as reflected at 46 kV or higher voltage, all adjusted for transmission losses, plus (d) Deseret's hourly schedules to its loads at those On-System scheduled Points of Delivery set forth in Appendix A, other than those schedules from the Hunter Resource to the Mona POD, less (e) the schedule for the Western Resource to transmission-eligible loads, as adjusted for transmission losses.

- 1.3 Ancillary Services – Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the PacifiCorp Transmission System and the Deseret System, in accordance with Good Utility Practice. Ancillary Services are provided as set forth in Section 8 and Appendix E.
- 1.4 Area Control Error (“ACE”) – The instantaneous difference between actual and scheduled interchange, taking into account the effects of Frequency Bias (and time error or unilateral Inadvertent Interchange if automatic correction for either is part of the system's AGC).
- 1.5 Balancing Authority – The responsible entity that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time as specified by the North American Electric Reliability Corporation (NERC).
- 1.6 Balancing Authority Area – The collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The Balancing Authority maintains load-resource balance within this area as specified by NERC.
- 1.7 Behind-the-Meter Generation – Deseret's and its members' existing generation behind a metered Point of Delivery for any single unit which equals or exceeds 10 MW, and all units wherever the aggregate nameplate capacity of the units behind a single Point of Delivery (including hydro units) equals or exceeds 25 MW. Notwithstanding the foregoing, (a) the units set forth on Appendix G shall not be included as Behind-the-Meter Generation, and (b) new generation aggregating 5 MWs or less behind a POD that has no existing Behind-the-Meter Generation shall not be included as Behind-the-Meter Generation until the aggregate of such generation exceeds 5 MWs.

- 1.8 Bonanza – The approximate 458 megawatt Unit No 1, as may be modified from time to time, located thirty (30) miles south of Vernal, Utah and connected to the Deseret System, which is operated by Deseret. Deseret jointly-owns Bonanza; Deseret’s ownership share of the Bonanza generation is 96.25%.
- 1.9 Bridger Valley Flaming Gorge Transmission System – For purposes of this Agreement only, the 69 kV transmission facilities owned by Bridger Valley and interconnected load serving substations located in southwest Wyoming and northeast Utah that are normally served from interconnections with Western Area Power Administration (“Western”) at the Fontenelle and Flaming Gorge Substations as further described in Appendix A hereof. The Bridger Valley Flaming Gorge Transmission System is normally electrically separated from the Bridger Valley Sweetwater Transmission System.
- 1.10 Bridger Valley Sweetwater Transmission System – For purposes of this Agreement only, the 230 kV and 69 kV transmission facilities and interconnected load serving substations owned by Bridger Valley and located in southwest Wyoming and northeast Utah that are normally served from an interconnection with PacifiCorp’s Blackfork Substation. The Bridger Valley Sweetwater Transmission System is normally electrically separated from the Bridger Valley Flaming Gorge Transmission System.
- 1.11 Business Practices – PacifiCorp periodically develops, and posts on its OASIS website, transmission business practices that provide additional detail explaining how PacifiCorp will implement procedures related to its Tariff and this Agreement.
- 1.12 Deseret Area Load – Load of Deseret and its Member systems that is physically within or telemetered into the PACE Balancing Authority Area and load served by Deseret through exports outside the PacifiCorp Balancing Area, but not including Deseret On-System Load. For any increase greater than 1 MW in Deseret Area Load to serve a Deseret Member, Deseret shall provide adequate notice for resource planning purposes and required information in accordance with Section 31.6 of PacifiCorp’s Tariff. Deseret Area Load shall be metered and shall be adjusted as necessary for losses from the point of input to the Deseret Transmission System.
- 1.13 Deseret Load – The total of Deseret Area Load and Deseret On-System Load.
- 1.14 Deseret On-System Load – Load served by Deseret at those Points of Delivery set forth in Appendix A, as determined by meter or schedule. Metered Deseret On-System Load shall include Behind-the-Meter Generation. Deseret may elect to designate less than its total load as Deseret On-System Load but may not

designate less than its total load at a discrete, metered Points of Delivery. Where Deseret has elected not to designate a particular load at discrete, metered Points of Delivery as Deseret On-System Load, Deseret is responsible for making separate arrangements under Part II of PacifiCorp's Tariff for any point-to-point transmission service that may be necessary for such non-designated load.

- 1.15 Deseret Resource – Any resource that is owned, purchased, or leased by Deseret or its Members, which long-term resources shall be designated in Appendix F hereof; provided, however, Deseret may not use any interruptible import as a Deseret Resource. Deseret may designate additional resources from time-to-time in an amount commensurate with its increase in forecast Deseret Load. Deseret Resources shall include Behind-the-Meter Generation as identified, but with the exclusions also identified in Section 1.7 and Appendix G.
- 1.16 Deseret System – The Moon Lake Transmission System and the Deseret Transmission System and those portions of the Bridger Valley, Moon Lake and Deseret Systems which are associated with service to Telemetered Deseret Area Load.
- 1.17 Deseret Transmission System – Those 345-kV, 138-kV, and 69-kV transmission facilities owned by Deseret within the PACE Balancing Authority Area.
- 1.18 Effective Date – The date determined in Section 2 herein.
- 1.19 Equivalent Point of Delivery – Any adjustment to loads as required to provide an equivalent load at a specific point of delivery.
- 1.20 Excluded Services – Ownership obligations associated with the Deseret Transmission System and Deseret Resources including, but not limited to, Deseret's compliance obligations associated with its status as a WECC-registered Transmission Owner, Transmission Service Provider, Transmission Planner, and Generator Operator as those terms are defined in the NERC Glossary of Terms. Ownership obligations also include, but are not limited to, capital upgrades, system expansion, planned or unplanned maintenance, system studies, metering and communication equipment installations or upgrades. PacifiCorp does not provide Excluded Services under this Agreement, and Deseret shall be responsible for all such services. PacifiCorp's obligations under this Agreement are limited to those services expressly provided herein.
- 1.21 FERC – The Federal Energy Regulatory Commission or its successor.
- 1.22 Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practices, methods and acts which, in the exercise of

reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act section 215(a)(4).

- 1.23 Hunter II – Unit No. 2 of the Hunter Generation Station located near Castledale, Utah, which is operated by PacifiCorp.
- 1.24 Hunter Resource – The power and energy delivered by Deseret to the transmission system of PacifiCorp at the Hunter generating station. Such power and energy includes (i) amounts generated from Deseret’s ownership interest in Hunter generation; (ii) amounts of Hunter generation purchased from one or more other owners of Hunter generation and delivered to Deseret at the Hunter bus; and (iii) amounts due Deseret and scheduled from Deseret’s Hunter Variation Account. The Hunter Resource includes only power and energy scheduled by Deseret off the Hunter bus using the transmission service herein and excludes any power and energy provided at the Hunter bus by Deseret to one or more entities with ownership rights or to satisfy a deficiency in Deseret’s Hunter Variation Account.
- 1.25 Hunter Variation Account – The account described in Section 6 in which the hourly differences are accumulated between Deseret’s schedule of its Hunter Resource (i.e., Net Hunter Schedule) and that amount otherwise available to Deseret (net of obligations to third parties at the Hunter bus) based on the actual net generation of Hunter II.
- 1.26 Industry Scheduling Requirements – Those standards, guidelines, and protocols for the scheduling of capacity and energy as approved by FERC, NERC, NAESB, or WECC.
- 1.27 Internal Generation – The net output of those Deseret Resources located within the Deseret System including the Bridger Valley Flaming Gorge Transmission System, the Moon Lake Transmission System and the Deseret Transmission System. These plants, as of the Effective Date of this Agreement, are Bonanza 1, Taylor Draw Hydro, Uinta Hydro, and Yellowstone Hydro.
- 1.28 Intra-Balancing Authority Area Points – Points where the Deseret System interconnects with the PacifiCorp transmission system and the PACE Balancing Authority Area.

- 1.29 Mona – PacifiCorp’s Mona 345 kV Switchyard, located near Mona, Utah.
- 1.30 Moon Lake Transmission System – For the purposes of this Agreement only, the Moon Lake Transmission System shall consist of the 69 kV and 138 kV transmission facilities and interconnected load serving substations located in northeast Utah and northwest Colorado within the electrical system bounded by the PACE Balancing Authority Area Tie-Line meters, as further described in Appendix A hereof.
- 1.31 Native Load – The normal utility obligations of PacifiCorp to provide safe, economic and reliable service in accordance with Good Utility Practice to entities within PacifiCorp’s Balancing Authority Area, including (1) obligations to customers of PacifiCorp under state regulatory jurisdiction, (2) obligations to customers of other utilities receiving transmission or other services from PacifiCorp, including Deseret, and (3) PacifiCorp’s normal obligations associated with operating a Balancing Authority Area. Deseret loads within PacifiCorp’s Balancing Authority Area are included within Native Loads hereunder.
- 1.32 Net Hunter Schedule – The scheduled power and energy delivered to the PacifiCorp transmission system by Deseret from the Hunter Resource.
- 1.33 NERC – North American Electric Reliability Corporation.
- 1.34 NAESB – North American Energy Standards Board.
- 1.35 Open Access Same-Time Information System (OASIS) – The information system and standards of conduct contained in Part 37 of FERC’s regulations and all additional requirements implemented by subsequent FERC orders dealing with OASIS.
- 1.36 PacifiCorp Transmission System – The facilities at 46 kV and above that are owned, controlled or operated by PacifiCorp, that are used to provide firm transmission service under this Agreement, and that are included in PacifiCorp’s transmission revenue requirement periodically filed with FERC.
- 1.37 Points of Delivery (“POD”) – Point(s) on PacifiCorp’s Transmission System where capacity and energy are delivered by PacifiCorp and made available to Deseret, as specified in Appendix A hereof.
- 1.38 Point of Receipt (“POR”) – Point(s) of interconnection on PacifiCorp’s Transmission System where capacity and energy are delivered to PacifiCorp by Deseret, as specified in Appendix B hereof.

- 1.39 Real Power Losses – Electrical losses associated with the use of the PacifiCorp Transmission System. Such losses are provided for in Section 7 of this Agreement and Schedule 10 of the Tariff.
- 1.40 Tariff – PacifiCorp’s Open Access Transmission Tariff.
- 1.41 Telemetered Deseret Area Load – For the purposes of this Agreement only, Telemetered Deseret Area Load shall consist of loads which are outside the electrical boundary formed by the Tie-Line meters of the PACE Balancing Authority Area, but which are effectively transferred into the PACE Balancing Authority Area through a telemetry signal which represents the moment-to-moment load of those transferred Loads. These telemetered loads are comprised of the Bridger Valley Flaming Gorge Transmission System, the Moon Lake load served from Western’s Vernal substation at 69 kV (but metered at 138 kV) and the Deserado coal mine served from the “CA” tap on the Rangely-Meeker 138 kV line in Western’s Balancing Authority Area. These loads are served, in part, from the Deseret Transmission System.
- 1.42 Tie-Line – A circuit connecting two or more Balancing Authority Areas or systems of an electric system.
- 1.43 Western – Western Area Power Administration Salt Lake City Area Integrated Projects.
- 1.44 WECC – Western Electricity Coordinating Council.
- 1.45 Western Resource – Power and energy available to Deseret at the Western points of use with PacifiCorp pursuant to the Western Transmission Agreement.
- 1.46 Western Transmission Agreement – the transmission service agreement (Rate Schedule FERC No. 262) between PacifiCorp and United States Department of Energy Western Area Power Administration Salt Lake City Area Integrated Projects for Interconnections and Transmission Service dated May 17, 1962, as amended thereafter.

2. Term and Termination.

- 2.1 This Agreement shall be subject to its acceptance for filing by FERC. If any provision of this Agreement is held to be void, voidable, contrary to public policy, or unenforceable, the Parties may terminate this Agreement upon mutual agreement. PacifiCorp shall submit this Agreement for filing with FERC in accordance with FERC filing requirements.

- 2.2 This Agreement shall become effective upon the date established by FERC upon acceptance of the Agreement for filing.
- 2.3 If accepted for filing by FERC, this Agreement, as hereafter amended, will remain in full force and effect for so long as Deseret is interconnected with the PacifiCorp Transmission System as set forth in Appendices A and B hereof; provided, however, that the Agreement may be suspended, terminated or replaced by mutual agreement of the Parties and is subject to modification pursuant to Sections 29 and 33 of this Agreement.

3. Firm Transmission Service.

- 3.1 Commencing on the Effective Date, PacifiCorp shall accept from Deseret schedules for firm transmission service over the PacifiCorp Transmission System for the delivery of capacity and energy for the purpose of serving Deseret On-System Load, net of load served by the Western Resource, and to deliver capacity and energy from the Hunter Resource to the Mona POD, to the extent and only to the extent that such Hunter Resource capacity and energy is in excess of the Deseret On-System Load net of the Western Resource. PacifiCorp's obligation to deliver such amounts of power and energy shall be subject to PacifiCorp's right to interrupt or reduce such energy to deliveries pursuant to Section 3.2 and Section 3.3 herein.
- 3.2 PacifiCorp shall make reasonable provisions to supply continuous firm transmission service, but does not warrant or guarantee that such transmission service shall be free from interruption or reductions for reasons including, but not limited to:
 - (a) Interruptions or reductions due to force majeure events pursuant to Section 20 herein;
 - (b) Interruptions or reductions due to action reasonably instituted by automatic or manual controls for the purpose of maintaining overall reliability and continuity of PacifiCorp's transmission system or generation facilities; or
 - (c) Interruptions or reductions which, in the reasonable opinion of the PacifiCorp designated operator, are necessary for the purposes of maintenance, repair, replacement, installation of equipment or inspection of the PacifiCorp Transmission System or generation facilities. Except as specified in Section 25 herein, PacifiCorp shall not be liable to Deseret for any damages resulting from any of the above interruptions or reductions. PacifiCorp shall provide Deseret reasonable advance notice of any

scheduled activities or conditions that will result in interruptions or reductions of transmission service. PacifiCorp shall use due diligence to expeditiously remove all causes of interruptions or reductions of transmission service which are under its control.

- 3.3 In the event of an interruption or reduction occurrence as described in Section 3.2 herein, interruptions or reductions shall be made consistent with the curtailment priorities set forth in PacifiCorp's Tariff and Business Practices.
- 3.4 Deseret shall pay PacifiCorp for firm transmission service provided under this Section monthly in accordance with Appendix C.
- 3.5 Deseret may use PacifiCorp's Transmission System to deliver energy to its Deseret Load at the Points of Delivery from resources that have not been designated as Deseret Resources on a secondary network service basis comparable to that provided under the Tariff. Such power and energy shall be transmitted, on an as-available basis, at no additional charge. Notwithstanding the foregoing, deliveries to the Mona Point of Delivery may only be scheduled from Hunter II.

4. Low Voltage Service to Western.

- 4.1 In addition to transmission service provided to Western under the Western Transmission Agreement, PacifiCorp provides transmission service to Western under the Western Low Voltage Agreement. The Parties agree that, for each hour the Western Resource is scheduled, it will be assumed that the scheduled Western Resource, adjusted for transmission losses, was served first to the Points of Delivery at 138 kV or higher which are also "Points of Use" as defined in the Western Transmission Agreement. In the event the scheduled Western Resource exceeds the metered deliveries at 138 kV or higher, it will be assumed that the maximum single hourly amount which exceeds the load at 138 kV or higher for each monthly billing period, as adjusted for low-voltage losses, shall be charged at the rates for low-voltage service prescribed in the PacifiCorp-Western Agreement (Contract No. 88-SLC-0085).

5. Distribution Voltage Service.

- 5.1 For those Points of Delivery at distribution voltages (voltages below 46-kV), Deseret shall pay a monthly distribution charge for service at distribution voltage levels. This charge and the method for derivation of this charge are included as Appendix D. Should Deseret upgrade a distribution voltage Point of Delivery to a voltage equal to or greater than 46 kV, PacifiCorp, upon receipt of written notice of such change, shall amend Appendix D upon reasonable notice to reflect the

elimination of such distribution voltage Point of Delivery. The level of this charge may be adjusted from time to time pursuant to Section 33 herein.

6. Hunter Variation Account.

- 6.1 The Parties shall establish and maintain a variation account to accumulate the hourly differences between Deseret's schedule of its ownership entitlement in Hunter II generation and Deseret's share of actual Hunter II net generation, based on Deseret's ownership entitlement of Hunter II and its schedule; provided, however, that Deseret's share of actual Hunter II net generation for purposes of calculating this variation shall be reduced by any capacity held (via electronic tag) by Deseret for Operating Reserves. Energy charged to or credited from the Hunter Variation Account as provided in this section shall be separately accumulated during on-peak and off-peak periods in accordance with the Northwest Power Pool definitions for on-peak and off-peak periods. PacifiCorp shall notify and provide an accounting summary to Deseret after the end of each month as to the amounts of Hunter Variation Account energy in the on-peak and off-peak periods indicating whether such energy is due PacifiCorp or due Deseret. Such variation amounts shall be eliminated through Hunter Variation Account schedules. Such schedules shall eliminate on-peak variations through on-peak schedules and off-peak variations through off-peak schedules within the next calendar month after PacifiCorp's notification unless otherwise mutually agreed.

7. Transmission Loss Provisions.

- 7.1 Deseret is responsible for replacing or purchasing Real Power Losses incidental to all metered and scheduled deliveries, as appropriate, of power and energy hereunder to Deseret On-System Load, net of load served by the Western Resource, and to the Mona Point of Delivery from the Hunter Resource. Such transmission losses shall be calculated in accordance with Schedule 10 of the Tariff.
- 7.2 Meters used for purposes of calculating Deseret On-System Load and/or Deseret Resources may require additional adjustment from the point of metering to an Equivalent Point of Delivery. A list of meters with this requirement is maintained by PacifiCorp and subject to change upon mutual agreement.

8. Ancillary Services. Ancillary Services are needed with transmission service to maintain reliability within and among the Balancing Authority Areas affected by the transmission service. This section applies to transmission service provided by PacifiCorp over PacifiCorp's Transmission System as well as transmission service utilized by Deseret over the Deseret System. Ancillary Services provided under this Agreement shall be pursuant to this section and to the terms, conditions, and rates defined in Appendix E.

The services provided hereunder do not include Excluded Services. Deseret shall self-supply or make other third-party arrangements for provision of any Excluded Services.

- 8.1 PacifiCorp will include the Deseret System and the Deseret Area Load within its own Balancing Authority Area operations. Deseret recognizes that, as a Balancing Authority, PacifiCorp must fulfill the responsibilities required by the NERC and WECC and will cooperate with PacifiCorp in the fulfillment of PacifiCorp's responsibilities, including the agreement to bear its fair and reasonable share of the Balancing Authority Area costs associated with the services to be provided herein consistent with the methods, practices, requirements, and rates of PacifiCorp's Tariff and Business Practices. The responsibilities of the Parties are further defined in a separate Transmission Operator Coordination Agreement.
- 8.2 PacifiCorp shall offer to provide and sell to Deseret those Ancillary Services which are required by PacifiCorp's Tariff to be offered by the Transmission Provider, including Ancillary Services in support of the Deseret System.
- 8.3 Deseret may not decline PacifiCorp's offer of any of the Ancillary Services pursuant to Section 8.2 above unless it demonstrates consistent with the provisions of PacifiCorp's Tariff that it has acquired such Ancillary Service from a third-party or through self-supply.
- 8.4 Should Deseret wish to self-supply Ancillary Services as specified by Section 8.3 of this Agreement, it shall do so in accordance with PacifiCorp's Tariff and consistent with applicable Business Practices.
9. Scheduling Provisions. Deseret shall provide such scheduling information in a form and timing that complies with Industry Scheduling Requirements and PacifiCorp's Business Practices for all load in, resources in, imports to, and exports from and through the PACE Balancing Authority Area.
10. Study Procedures for Additional Service Requests. Deseret may request that PacifiCorp provide firm transmission service to additional Deseret On-System Load or resources under this Agreement. The Parties shall follow the procedures set out in Section 32 of PacifiCorp's Tariff to determine the requirements for additional requested service.
11. System Planning. Deseret shall provide its projected load and resource information for Deseret On-System Load in a format and timing consistent with that required from entities taking Network Integration Transmission Service under PacifiCorp's Tariff. Deseret shall also provide its projected load and resource information for the Deseret System in a format and timing that will allow PacifiCorp to adequately plan for the provision of Ancillary Services provided to Deseret pursuant to this Agreement. Deseret shall respond with the information as requested consistent with the instructions and timing set forth (or referenced by) PacifiCorp's request.

- 11.1 PacifiCorp shall coordinate its transmission planning with Deseret in accordance with Attachment K or applicable transmission planning section of the Tariff.
- 11.2 Additional Points of Receipt and Additional Points of Delivery
- (a) Additional Points of Receipt may be added to Appendix B upon mutual agreement of the Parties. The Parties shall follow the procedures set out in Section 33 of PacifiCorp's Tariff to determine the terms under which such additional Point of Receipt may be accommodated.
 - (b) Additional Points of Delivery for Deseret On-System Load may be added to Appendix A in accordance with the terms of the Tariff upon reasonable notice to PacifiCorp.
12. Unauthorized Use. If Deseret uses transmission service on the PacifiCorp Transmission System at a Point of Receipt or Point of Delivery not specified in Appendix A or Appendix B hereof, or in a manner not authorized by this Agreement, it is required to pay for transmission service and Ancillary Services that were provided by PacifiCorp in accordance with the Tariff, including unauthorized use charges.
13. Metering Equipment and Communication Facilities. Deseret shall install, operate, maintain, repair and replace the metering equipment and communications facilities located at each of the Points of Delivery, points of interconnection between the PacifiCorp and Deseret Transmission Systems, at each Deseret Resources that is Behind-the-Meter Generation, and other points on the Deseret System as required to monitor, control and carry out the obligations and duties required by this Agreement. Deseret shall also install, operate, maintain, repair and replace the metering equipment and communications facilities. Notwithstanding the foregoing, (1) metering and communications requirements for Behind-the-Meter Generation will apply only to thermal units and non-run of the river hydro units with nameplate capacity of 5 MW or greater existing on the effective date of this Agreement, and all future thermal units with a nameplate capacity that would require metering and telemetry under PacifiCorp's then current requirements for new generation interconnection; and (2) metering equipment and communication facilities at points of delivery governed by separate interconnection agreements shall be owned, installed, operated, maintained, repaired and replaced pursuant to such agreements. The Parties shall have the right to witness, and shall have the obligation to notify the other Party of, any testing and/or calibration of metering equipment that affects interconnections and/or deliveries hereunder. Such metering equipment shall be reasonably accessible to both Parties for reading manually or via telephone circuits. Each Party shall allow the other Party reasonable time in each hour, in cooperation with third parties, for electronic access to such metering equipment for interrogation. Inspections of its metering will be conducted by PacifiCorp in accordance with its procedures for inspecting other similar load and interchange meters.

14. Under-frequency Relay. Deseret shall arrange for the implementation and/or maintenance of an under-frequency relaying program which shall include installation of sufficient under-frequency relaying equipment to shed Deseret's loads in a manner consistent with applicable NERC reliability standards and, for Deseret's On-System Loads, PacifiCorp's load-shedding procedures used by PacifiCorp. Such under-frequency relaying equipment shall shed Deseret's On-System Load in the same manner as would occur if the loads shed were PacifiCorp's load.
15. Tariff. If not addressed by this Agreement, Deseret agrees to abide by provisions of the PacifiCorp Tariff.
16. Business Practices. For any practice or procedure not addressed by this Agreement, Deseret agrees to abide by provisions of any applicable posted Business Practices.
17. Operational Authority. PacifiCorp shall have operational control of the Deseret System within the PACE Balancing Authority Area sufficient to have full authority to meet all obligations of a Transmission Operator under NERC Reliability Standards.
18. Billing and Payment. Billing statements for all services provided under this Agreement shall be provided via electronic File Transfer Protocol per Deseret's instructions. Deseret shall pay such amounts including any assessment of interest in accordance with Section 7 of PacifiCorp's Tariff. Payment for all services provided hereunder shall be electronically wired transferred pursuant to the instructions on PacifiCorp's invoice.
19. Disputes. In the event of a billing dispute, PacifiCorp will continue to provide service under this Agreement as long as Deseret (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If Deseret fails to meet these two requirements for continuation of service, then PacifiCorp may provide notice to Deseret of its intention to suspend service in sixty (60) days, in accordance with Commission policy. Any dispute between the Parties involving transmission service under this Agreement shall be resolved in accordance with Section 12 of the Tariff.
20. Force Majeure. Neither Party to this Agreement shall be considered in default in performance of any obligation hereunder if and to the extent that failure of performance shall be due to force majeure. The term "force majeure" means any cause beyond the control of the Party affected, including, but not limited to, failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or materials shortage, sabotage and action or non-action by court order or public authority or failure to obtain the necessary authorizations or approvals from any governmental agency or authority which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it shall be unable to overcome. However, such Party shall not be relieved of

liability for failure of performance if such failure is due to causes arising out of its own negligence or to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Any Party rendered unable to fulfill any obligation by reason of force majeure shall exercise due diligence to remove such inability with all reasonable dispatch. Nothing contained herein, however, shall be construed to require a Party to prevent or settle a labor dispute against its will.

21. Assignment. Either Party may, without consent of the other Party, assign all or a portion of its rights or delegate all or a portion of its duties under this Agreement in connection with the sale or merger of a substantial portion of the Party's assets. In all other cases, neither Party shall assign its rights nor delegate its duties under this Agreement, or any part of such rights or duties, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any such assignment or delegation made without such written consent will be of no effect.
22. Choice of Law. The Parties in their performance of their obligations hereunder shall conform to all applicable laws, rules and regulations and, to the extent their operations are subject to the jurisdiction of state or federal regulatory agencies, they shall be subject to the terms of valid and applicable orders of such agencies. This Agreement shall be construed in accordance with the laws of the State of Utah unless preempted by the Federal Power Act or other federal law.
23. Waiver. Any waiver at any time by either Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default of such matters.
24. Partial Invalidity. It is the intention of the Parties that the terms and conditions of this Agreement or the performance of their obligation contained in this Agreement shall conform to all applicable laws, rules and regulations governing the subject matter of this agreement. The Parties agree that in the event any of the terms or conditions of this Agreement are finally held or determined to be invalid, illegal or void, as being in contravention of any applicable laws, rules, regulations or public policy, all other terms and conditions of this Agreement shall remain in full force and effect unless the terms or conditions so found to be invalid, illegal or void are not reasonably separable from the remaining terms and conditions of this Agreement. Further, the Parties agree that if and when any or all of the terms and conditions of this Agreement are finally held or determined to be invalid, illegal or void by either a court of competent jurisdiction or a regulatory agency, the Parties shall enter into negotiations concerning the terms and conditions affected by such decision for the purpose of achieving conformity with the requirements of any applicable law, rule or regulation and the intent of the parties contained in this Agreement as originally executed.
25. Liability and Indemnification.

- 25.1 Generally. Except as provided in this Section 25, each Party hereto hereby assumes all liability for injury or damage to persons or property arising from the intentional acts or gross negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of the ordinary negligence of its own employees, agents or contractors and shall indemnify, defend and hold the other Party harmless from any liability arising therefrom. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.
- 25.2 Electric Disturbance. Notwithstanding Section 25.1, or any other provision of this Agreement, neither Party shall be liable, whether in contract, warranty, tort or strict liability, to the other Party for any injury or death to any person, or for any loss or damage to any property, caused by or arising out of an electric disturbance on either Party's electric system, whether or not such electric disturbance resulted from a Party's negligent, grossly negligent or wrongful act or omission, excepting only gross action knowingly or intentionally taken, or failed to be taken, with intent that injury or damage result therefrom, or which action is wantonly reckless. Each Party releases the other Party from, and shall indemnify the other Party for, any such liability.
- 25.3 Consequential Damages. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential, punitive or exemplary damages, of any kind or nature whatsoever, including loss of profit, interest or revenue, and whether based upon contract, tort, strict liability, warranty or any other legal or equitable grounds. Where a Party has not otherwise released a Party from liability under this Agreement, a Party's liability to the other Party shall be limited to direct damage.
- 25.4 As used in this Section 25: (1) the term "Party" means, in addition to such Party itself, its directors, officers and employees; (2) the term "damage" means all damage, including consequential damage and (3) the term "Person" means any person, including those not connected with either Party to the Agreement.
26. Remedies Not Exclusive. The specification of a remedy in any section or paragraph of this Agreement for failure of a Party to meet any of its obligations shall not be deemed to affect or limit the right of any Party to seek any such other legal, equitable or administrative remedies as may be available for such failure.
27. Insurance. Until all obligations under or incident to this Agreement are satisfied, the Parties shall provide and maintain all insurance required by law, and all insurance which prudent business judgment dictates is necessary to cover the risks and obligations of the

Parties. The insurance shall be in such forms and in such amounts as prudent business judgment deems appropriate, and shall be provided and maintained at each Party's sole expense. The Parties' indemnification obligation pursuant to Section 25 and other obligations to each other or others under or incident to this Agreement shall not be limited in any way by the amount or type of insurance the party chooses to provide or maintain.

28. Notices.

28.1 All notices, demands or requests provided for in this Agreement shall be in writing and shall be deemed to have been properly served, given or made if delivered in person or when sent by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses.

28.2 Notices, demands or requests concerning this Agreement shall be delivered or addressed to the addresses as follows:

- (a) To Deseret for notification purposes:
Deseret Generation & Transmission Cooperative
Attn: President
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500
- (b) To Deseret for invoicing purposes:
Deseret Generation & Transmission Cooperative
Attn: Accounts Payable
10714 South Jordan Gateway, Suite 300
South Jordan, Utah 84095
Phone: 801-619-6500
E-mail: ap@deseretpower.com
- (c) Any payment to Deseret:
Beneficiary Bank:
Zions First National Bank
Once South Main Street, Suite 1000
Salt Lake City, Utah 84111
ABA: 124000054
Account Name: Deseret Generation & Transmission Cooperative
Account Number: 015004260
10714 South Jordan Gateway
South Jordan, Utah 84095

- (d) To PacifiCorp for notification purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232
- (e) To PacifiCorp for invoicing purposes:
PacifiCorp Transmission Systems
Director, Transmission Services
825 N.E. Multnomah, Suite 1600
Portland, Oregon 97232

28.3 Either Party may change the address or the person to whom such notices, demands or requests shall be sent by furnishing to the other Party, at that Party's then-current address for notices, demands or requests, written notice of such change.

29. Regulatory Authority and Rate Changes.

- 29.1 The terms and conditions of this Agreement are subject to the terms of valid and applicable orders of such state and federal regulatory agencies having authority over this Agreement. In the case of Deseret, to the extent that the federal Rural Utilities Services ("RUS") has directly or indirectly loaned monies to or provided financial guarantees on behalf of Deseret, this Agreement is subject to written approval by the administrator of the RUS.
- 29.2 Except as provided in Section 29.3, PacifiCorp may make a unilateral filing with FERC to modify this Agreement with respect to the rates, charges, classifications of service, rules, regulations or service agreements under Section 205 of the Federal Power Act and FERC's rules and regulations promulgated thereunder.
- 29.3 Subject to the following sentence, the determination of APD as defined herein shall not be modified nor changed except upon application under Section 206 of the FPA. Notwithstanding the foregoing, in the event that, but only to the extent that, without the consent, acquiescence, agreement, or request of PacifiCorp, the allocation of costs with respect to demand responsibility for service under this Agreement differs from the demand calculated in APD, PacifiCorp shall have the right to make application to FERC for appropriate relief, if any, under Section 205 or successor statute, and Deseret shall be entitled to contest, object, or oppose any such application pursuant to FERC's rules and regulations promulgated thereunder.

29.4 Execution of this Agreement by the Parties shall not constitute a waiver in any sense whatsoever of either Party's right to exercise its rights under the Federal Power Act in respect to this Agreement.

30. System Ownership.

30.1 The electrical systems of Bridger Valley, Moon Lake, and Deseret shall at all times be and remain in exclusive possession and control of Bridger Valley, Moon Lake, and Deseret, respectively, and nothing in this Agreement shall grant, or be construed to grant to PacifiCorp, any rights of ownership in or possession of the electrical systems of Bridger Valley, Moon Lake, or Deseret.

30.2 The electrical system of PacifiCorp shall at all times be and remain in PacifiCorp's exclusive possession and control, and nothing in this Agreement shall grant, or be construed to grant to Deseret, any rights of ownership in or possession of the PacifiCorp's electrical system.

31. Existing Agreement.

31.1 This Agreement shall terminate and/or supersede all or part of the following existing agreements, as it relates to Deseret, to the extent specified:

- (a) The Agreement Respecting Wheeling Service, Scheduling And Accounting For Such Services, And Operating Procedures between Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company dated June 19, 1987, shall be superseded in its entirety.
- (b) The Supplemental Agreement Respecting Wheeling Services, Scheduling And Accounting for Such Service, And Operating Procedures between Deseret Generation & Transmission Cooperative, Utah Associated Municipal Power Systems and Utah Power & Light Company, dated December 16, 1987, shall be superseded in its entirety.
- (c) Section 2.7, Section 5.3 (f), Section 5.3 (h), Section 5.6, references to Wheeling Costs in Article VIII (which includes Section 6.1 through Section 6.10) and Article VII (which includes Section 7.1 through Section 7.5) of the Ownership and Management Agreement between Utah Power & Light Company and Deseret Generation & Transmission Cooperative, dated October 24, 1980, as amended, shall be superseded in their entirety.
- (d) The Bonanza Project Interconnection Agreement between Deseret Generation & Transmission Cooperative and Utah Power & Light Company dated November 19, 1985 shall be terminated in its entirety.

- (e) The Transmission Service Agreement between Utah Power & Light Company, Intermountain Consumer Power Association and Deseret Generation & Transmission Cooperative, dated December 26, 1980, shall be superseded in its entirety.
 - (f) The Transmission Service and Operating Agreement dated March 25, 1991 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (g) The Amended and Restated Transmission Service and Operating Agreement dated August 14, 2001 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (h) The Second Amended and Restated Transmission Service and Operating Agreement dated August 13, 2002 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (i) The Control Area Services Agreement dated August 13, 2003 between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (j) Third Amended and Restated Transmission Service and Operating Agreement dated April 29, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.
 - (k) First Amended and Restated Control Area Services Agreement dated July 31, 2011, between PacifiCorp and Deseret Generation & Transmission Cooperative.
- 31.2 Nothing herein is intended to alter or suspend the rights or duties of the Parties under the Mona Interconnection Agreement.
- 31.3 Effective on June 29, 1992, subject to agreement by Bridger Valley Electric Association, Inc., the Parties agreed to amend the May 29, 1981 Transmission Agreement between Bridger Valley Electric Association, Inc., Deseret and PacifiCorp by terminating of Section 11, 12, 13, 14 and 15. Future transmission service to Deseret's customer, Bridger Valley, shall be provided under this Agreement.
- 31.4 Effective on June 12, 2019, Purgatory Flat Substation Transmission Interconnection Agreement, among Dixie Power, Deseret Power, and PacifiCorp.

32. Effect of Section Headings. Section headings appearing in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of the text of this Agreement.
33. Changes in and Appendices to this Agreement.
- 33.1 Except as provided in Sections 10 and 29 of this Agreement, this Agreement may not be modified or amended by either Party except by subsequent mutual agreement of the parties and by written instrument duly executed by the Parties.
- 33.2 This Agreement includes the following Appendices, all of which are attached hereto and incorporated by reference:
- Appendix A – Deseret Points of Delivery
- Appendix B – Deseret Points of Receipts
- Appendix C – PacifiCorp FERC Tariff Firm Transmission Services Monthly Demand Rate
- Appendix D – Charge and Derivation of the Distribution Voltage Delivery Charge
- Appendix E – Charge and Derivation of Ancillary Services
- Appendix F – Deseret System
- Appendix G – Excluded Behind-the-Meter Generation

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date herein above set forth.

PACIFICORP

By: /s/ Rick Vail Digitally signed by Rick Vail
Date: 2020.09.01 10:35:37
-07'00'

Name: Rick Vail

Title: Vice President Transmission

**DESERET GENERATION &
TRANSMISSION COOPERATIVE**

By: /s/ Clay MacArthur

Name: Clay MacArthur

Title: Vice President

APPENDIX A
DESERET POINTS OF DELIVERY
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

ON-SYSTEM POINTS OF DELIVERY
DESERET LOAD

The following are Points of Delivery to Deseret On-System Load at which Deseret makes deliveries of power and energy to or for the benefit of its Members over PacifiCorp's Transmission System and for delivery to Members and others at Mona. These Members are Flowell Electric Association ("Flowell"), Garkane Energy ("Garkane"), Dixie Escalante ("Dixie"), Moon Lake Electric Association ("Moon Lake"), Mt. Wheeler Power ("Mt. Wheeler"), and Bridger Valley Electric Association ("Bridger Valley"). Deliveries are made directly to these Points of Delivery using PacifiCorp's Transmission System and the metered (or scheduled, in the instance of Hunter-Mona and Mt. Wheeler) quantities are included in the calculation of Deseret's APD as well as the applicable PacifiCorp Transmission Losses. Deseret's loads served from these Points of Delivery are within PacifiCorp's PACE Balancing Authority Area and are subject to PacifiCorp's charges for Ancillary Services in accordance with Appendix E to this Agreement.

Member Name	In Pace Control Area?	On-System Point of Delivery	Delivery Voltage	Meter or Schedule?	Nearest PacifiCorp Substation
Deseret	YES	Mona Switchyard	345 kV	Schedule	Mona
Deseret	YES	Hunter Station ¹	345 kV	Meter ¹	Emery
Flowell ²	YES	Flowell Anderson ³	46 kV	Meter	Pavant
Flowell ²	YES	Flowell Old Field #2 ³	46 kV	Meter	Pavant
Garkane ²	YES	Sigurd (Garkane Sw.)	69 kV	Meter	Garkane
Garkane	YES	Hildale	69 kV	Meter	Windy Ridge
Dixie ²	YES	St. George Switchyard	138 kV	Meter ⁴	Red Butte

¹ Deseret, as an owner of 25.108% of Hunter No 2, is responsible for its share of Hunter 2 station service. Hunter Station is a Point of Delivery under this agreement for Deseret's Hunter 2 station service obligation when Hunter 2 is out of service. Deseret may make purchases from Hunter No. 1 or Hunter No. 3 in lieu of wheeling in station service obligations under this Agreement.

² Deseret Members that are also eligible for deliveries of power and energy from the Western Resources.

³ Flowell Anderson is based on metered amounts flowing to Deseret (M78019 CH 1) less UAMPS and PacifiCorp retail load (Kanosh, Meadow and PacifiCorp Meadow) served through Flowell Anderson Substation (M78027 CH 1, M78023 CH 1, M78356 CH1, respectively). UAMPS and PacifiCorp retail loads as delivered at Flowell Substation are to be adjusted for Flowell distribution losses of 2.5%. Flowell Old Field #2 metering is M79188 CH 1.

⁴ Deliveries to Dixie are normally metered by Meter no. M77692 CH 1 (S&G Sub). During emergency conditions, however, deliveries to Deseret to service Dixie may flow through UAMPS' system and then into Dixie's system (which flow is measured by Meter no. M77793 (Bloomington – Dixie) CH4 at the Sewer Plant and Meter No. M77711 (Millcreek Gen – Dixie) CH 1 for positive flow and CH 4 for negative flow at the Millcreek switchyard). During certain emergency conditions, Deseret may purchase local generation from UAMPS' member system, which schedule hourly purchases shall be deducted from the hourly metered amounts. To the extent that the hourly, integrated energy through either of these meters flows in any hour from St. George's system to Dixie's system (i.e. direction of positive flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to Deseret at the St. George Switchyard and added to any amount recorded in that same hour by Meter No. M77692. Conversely, to the extent that the hourly, integrated energy through either of these meters flows in any hours from Dixie's system to St. George's system (i.e. direction of negative flow), such hourly energy amount will be adjusted by a loss factor of 1.03 (which loss factor may be adjusted from time-to-time by mutual agreement by UAMPS and Deseret) and deemed to have been delivered to UAMPS at the St. George Switchyard and subtracted from the amount recorded in that same hour by Meter No. M77692 for delivery to Deseret.

Dixie ²	YES	Moyle ⁵	138 kV	Meter	Red Butte
Dixie ²	YES	Enterprise Solar SS	138 kV	Meter	Holt
Dixie ²	YES	Purgatory #1 ¹¹	69 kV	Meter	Purgatory
Dixie ²	YES	Purgatory #2 ¹¹	138 kV	Meter	Purgatory
Dixie	YES	Cove Mnt. SS	138 kV	Meter	Enterprise
Moon Lake	YES	Inland-Dallen Resources	24.9 kV	Meter	Pariette
Moon Lake	YES	Inland-Monument Butte	24.9 kV	Meter	Pariette
Moon Lake	YES	Questar Pariette	24.9 kV	Meter	Pariette
Moon Lake	YES	Clay Basin ⁶	34.5 kV	Meter	Little Mt. (Wyo)
Moon Lake	YES	Upalco	138 kV	Schedule	Upalco
Moon Lake	YES	Vernal	138 kV	Schedule	Ashley
Bridger Valley	YES	Sweetwater ⁷	230 kV	Meter	Black Fork
Bridger Valley	YES	Muddy Creek	138 kV	Meter ⁸	Muddy Creek

⁵ Dixie at Moyle is based on metered amounts flowing to Deseret (M78048 CH 1) less UAMPS load (Enterprise) served through Moyle Substation (M54921 CH 1). UAMPS' load as delivered at Moyle Substation is to be adjusted for Dixie distribution losses of 9.0%.

⁶ Moon Lake Clay Basin meter requires a low voltage loss adjustment of 1.524%.

⁷ Bridger Valley's loads served from its Sweetwater, Mona Arch, Granger, and East Granger substations are normally disconnected from the rest of its transmission system at normally open switch (Switch C2) at Granger substation. These loads are normally served out of PacifiCorp's Blacks Fork substation from the Bridger Valley Sweetwater Transmission System. The interconnection at Blacks Forks substation is at 230 kV but the metering is connected to the 69kV side of Bridger Valley's 230/69 kV transformer; therefore, a metering adjustment of 0.5% is required. Such adjustment shall be in the invoice until PacifiCorp and Bridger Valley agree to include this adjustment as an internal meter compensation. Bridger Valley's loads, excluding loads served from the Bridger Valley Sweetwater Transmission System and at Muddy Creek, are normally disconnected from the rest of its transmission system at a normally open switch (Switch C2) at Granger substation. These loads are normally served from Bridger Valley's interconnections with Western's Flaming Gorge and Fontenelle substations on the Bridger Valley Flaming Gorge Transmission System; however, the loads are telemetered into PacifiCorp's PACE Control Area.

⁸ Deliveries to Muddy Creek will be used for station service supplied by Deseret's Member system, Bridger Valley, to the Mountain Wind I and II projects. The metering point will be at the Generating Facility for each Mountain Wind project and deliveries will be determined as the sum of the Net hourly integrated consumption, if any, for MWP1 (Meter No. M77063 Ch. 3, backup Meter No. 77070 Channel 3) and for MWP2 (Meter No. M77071 Ch. 3, backup Meter No. 77072 Ch.3). A loss factor of 1.0015 is applied to adjust the metered values to Muddy Creek.

Mt. Wheeler² NO Pavant⁹ 230 kv Schedule Pavant

EMERGENCY ONLY ON SYSTEM POINTS OF DELIVERY

Member Name	Point of Delivery	Delivery Voltage	Nearest PacifiCorp Substation
Dixie ²	Quail Creek Tie ¹⁰	69 kV	Windy Ridge
Dixie ²	Brentwood Tap	69 kV	Brentwood
Dixie ²	Millcreek Substation	138 kV	St. George
Garkane	Panguich Intertie	12.5 kV	Kaibab
Garkane	Hildale Apple Valley	34.5 kV	Windy Ridge

⁹ Mt. Wheeler loads are in the Control Area of NV Energy.

¹⁰ Un-metered emergency point of delivery.

¹¹ Ownership and maintenance of metering & communications equipment required to calculate Deseret load at Purgatory Flat is identified under the Transmission Interconnection Agreement dated June 10, 2019 between PacifiCorp, Deseret, and Dixie Power.

APPENDIX B
DESERET POINTS OF RECEIPT
FOR
TRANSMISSION SERVICE AND OPERATING AGREEMENT

The Points of Receipt shall be the points of interconnection as follows:

Hunter II Resource

Hunter POR -

The 345 kV line terminations of PacifiCorp at Emery (Hunter Plant) substation. These terminals interconnect with the 345 kV Switchyard of Emery substation.

Mona Resource

Mona POR -

The 345 kV line terminations of PacifiCorp at Mona substation. These terminals interconnect with the transmission system of Los Angeles Department of Water and Power and the Deseret Transmission System.

Western Resource

Western POR -

Western points of use with PacifiCorp pursuant to Contract No. 14-06-200-2436.

Emergency Resource for Isolated Load

Nevada-Utah Border POR –

The 345-kV interconnection at the Nevada-Utah border with Nevada Energy; available during scheduled and forced outages or curtailments of the Sigurd-Three Peaks-Red Butte line for Deseret On-System Load served through the Red Butte POD. At this time there is no firm energy delivery for Deseret at the Nevada-Utah POR. Energy may be delivered to Deseret load using network secondary service from the Nevada-Utah POR to Deseret Load.

APPENDIX C
PACIFICORP FERC TARIFF FIRM TRANSMISSION SERVICES
FOR DESERET

MONTHLY DEMAND RATE

Deseret shall pay a monthly demand charge equal to APD times the Network Service Formula Rate set forth in the Tariff.

APPENDIX D
CHARGE AND DERIVATION
OF THE
DESERET DISTRIBUTION VOLTAGE DELIVERY CHARGE

The distribution delivery charge for service to Moon Lake (Clay Basin, Questar, Inland Dallen, and Monument) shall be \$.75 per kW-month multiplied by the Point of Delivery peak monthly demand.

APPENDIX E
CHARGE AND DERIVATION OF ANCILLARY
SERVICES

Ancillary Services to support loads served off the Deseret System and PacifiCorp's Transmission System and associated charges as provided under the terms of this Agreement and in accordance with PacifiCorp's Tariff are as follows. In the event that any language within this appendix appears to conflict with language stated in the currently effective Tariff, the Tariff language will prevail.

1. Ancillary Services Required to be Purchased

a. Scheduling, System Control and Dispatch Service: The charge shall be the product of the currently effective Scheduling, System Control and Dispatch Service rate as provided for in Schedule 1 of PacifiCorp's OATT and the amount calculated as the sum of the APD plus the Deseret Area Load.

b. Reactive Supply and Voltage Control from Generation Sources Service: The charge shall be the product of the currently effective Reactive Supply and Voltage Control from Generation sources Service Charge as provided for in Schedule 2 of PacifiCorp's OATT and the amount calculated as the sum of the APD and Deseret Area Load. Deseret shall supply reactive energy as required for the Deseret Transmission System and agrees to operate the Bonanza generation facility as directed by PacifiCorp, acting as the Transmission Operator and Balancing Authority for the Deseret Transmission System, consistent with WECC and NERC standards for reactive supply and voltage control. Credits to offset in part or in total charges under Schedule 2 shall be applied for the Hunter II Resource, the Bonanza Resource, and any other generation of Deseret connected to PacifiCorp or the Deseret Transmission System pursuant to the terms of this Agreement and otherwise qualified to receive credit for reactive supply and voltage control pursuant to the criteria 1-3 and treatment of jointly-owned units as set forth below. Supply from the Hunter II Resource will be measured based on scheduled generation, and all other generator output will be measured based on actual generation.

Generator Eligibility:

- 1) The generator has an exciter.
- 2) The generator is capable of responding automatically to voltage and/or reactive control settings and to manual directives from a PacifiCorp Control Area operator, as described in the Tariff, when called upon to supply reactive support (generate and absorb reactive energy) to PacifiCorp's Transmission System. Automatic response must be immediate and manual response must occur within 5 minutes of

notice. Generators which fail to respond as directed will be disqualified until such time as the Control Area operator can be assured the unit can be relied upon.

- 3) The generator is interconnected to PacifiCorp's Transmission System or connected to a PacifiCorp transmission customer-owned transmission system within PacifiCorp's Balancing Authority Area.

Any generators jointly owned by PacifiCorp and Deseret that are subject to Schedule 2 charges and for which PacifiCorp's costs are included in the calculation of Reactive Service rates, shall be deemed qualified.

The total Reactive Supply and Voltage Control from Generation or Other Sources Service obligation for Deseret with its eligible generation that supplies such service for its transactions shall be equal to the total amount of load served within the Balancing Authority Area and/or generation exported from the Balancing Authority Area under this Agreement. The billing determinants for Reactive Supply and Voltage Control Service from Generation or Other Sources Service shall be determined by:

(1) For the hour of the transmission system peak each month, subtracting from Deseret's full requirement (APD plus Deseret Area Load) the total amount supplied by qualifying generator(s) during that hour;

(2) charging Deseret the Schedule 2 rate multiplied by the difference, in MWs, calculated in item (1) to the extent Deseret supplied less than its full requirement during the coincident peak hour.

2. Ancillary Services Required to be Offered

a. Regulation and Frequency Response Service: The charge shall be the product of the currently effective Regulation and Frequency Response Service from Generation sources Service rate as provided for in Schedule 3 of PacifiCorp's OATT and the amount calculated as the sum of APD plus the Deseret Area Load for which Deseret has the obligation to supply Regulation Reserve Service, less any amounts self supplied by Deseret. Tariff schedule 3A Charges shall apply to off system sales associated with any Deseret Resources.

b. Energy Imbalance Service: The charge shall be the product of the rate applicable to any deviation within a band as provided for in Schedules 4 or 9 of PacifiCorp's OATT and energy deviation within each such band. The energy imbalance in any hour shall be calculated as the net summation of (i) Deseret Load less (ii) Deseret Resource +/- (iii) any imports/exports by Deseret to the PACE BAA.

c. Operating Reserve – Spinning Reserve Service: The product of the currently effective Spinning Reserve Service Charge as provided for in Schedule 5 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Spinning Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that any load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

d. Operating Reserve – Supplemental Reserve Service: The product of the currently effective Supplemental Reserve Service Charge as provided for in Schedule 6 of PacifiCorp's OATT and the amount calculated as the APD plus the Deseret Area Load for which Deseret has the obligation to supply Supplemental Reserve Service, less any amounts self supplied by Deseret. Deseret shall ensure that load served by Deseret for which the recipient has the responsibility for Operating Reserves is so indicated on the electronic tag.

APPENDIX F
DESERET SYSTEM

1. Bridger Valley Flaming Gorge Transmission System

a) System Description: A transmission system owned by the Bridger Valley Electric Association (“BVEA”) and located in southwest Wyoming and northeast Utah. This system consists of various 69 kV facilities interconnected with Western Area Power Administration (“Western”) and, during abnormal or emergency conditions only, with PacifiCorp.

b) Bridger Valley Flaming Gorge Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Flaming Gorge	69 kV	Western
2) Fontenelle	69 kV	Western
3) Blacksfork ¹¹	230 kV	PacifiCorp

c) Internal Generation: none

d) Other Parties’ Points of Delivery: none

e) Tie-Line Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Flaming Gorge	69 kV	Western	BV101B	FGEM11
2) Fontenelle	69 kV	Western	BV401B	M77331A

f) Intra-Balancing Authority Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
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¹¹ Emergency only. The interconnection of BVEA’s Flaming Gorge Transmission System to PacifiCorp is at BVEA’s Granger substation (through its Sweetwater substation at PacifiCorp’s Blacksfork substation) at a normally open switch (Switch C2) and at the BVEA’s Buckley switch (Switch C17). These switches will only be closed during emergency conditions and only upon the prior approval of PacifiCorp’s Dispatch personnel. Therefore, there is currently no Tie Line Metering required for these locations.

1) Flaming Gorge (Dutch John)	Distribution	Western	BV301B	M77305
2) Mt. Wind	138 kV	PacifiCorp	BV402B, BV403B, BV404B, BV405B	M77063, M77070, M77071, M77072
3) Blackfork	230 kV	PacifiCorp	BV302B, BV303B	M79111, M77156

2. Moon Lake Transmission System

a) System Description: A transmission system owned by the Moon Lake Electric Association (“MLEA”) and located in northeast Utah and northwest Colorado. This system consists of various 69 kV and 138 kV facilities interconnected with Western.

b) Moon Lake Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Vernal	138 kV	Western

c) Internal Generation

Location	Voltage
1) Taylor Draw	69 kV
2) Uintah (2 units)	69 kV
3) Yellowstone (3 units)	69 kV

d) Other Parties’ Points of Delivery power wheeled by Moon Lake)¹²

Location	Voltage	Company	Loss Factors	PacifiCorp Meter or Site ID
1) Boundary Meter ¹³ (North of Fidler Compressor Station)	Distribution	PacifiCorp	1.028	M77206

¹² Losses for these delivery points are addressed in the Amended and Restated Facilities Rental and Wheeling Agreement (Agreement) between PacifiCorp and Moon Lake dated December 12, 2008. These loss percentages may be adjusted from time-to-time upon mutual agreement between PacifiCorp and Moon Lake.

¹³ The meters under this superscript are profile meters. Meter readings at Hanna shall be multiplied by 1.0231 (Agreement Exhibit 3). All meter readings at Boundary Meter (North of Fidler Compressor Station) shall be multiplied by 1.028 (Agreement Exhibit 4). All meter readings at Myton and Pleasant Valley (Moon Lake’s substation) shall be multiplied by 1.01316 (Agreement Exhibit 3).

2) Connie Hart ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05	170745726001453 963450001
3) Sam Beasley Jr. ¹⁴	Distribution	PacifiCorp	1.05	052810811002
4) Robert Hansen ¹⁴	Distribution	PacifiCorp	1.05	665432068001
5) Superior Well Services ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05 1.05	703016165001 703016165003
6) Kevin Williams ¹⁴ (2 meters)	Distribution	PacifiCorp	1.05	663534404003 855075066001
7) Brent Jackson ¹⁴	Distribution	PacifiCorp	1.05	855255859001
8) Duane Holmes ¹⁴	Distribution	PacifiCorp	1.05	849041740001
9) Hanna Substation ¹³	69 kV	PacifiCorp	1.0231	M77844A
10) Myton Line ¹³	69 kV	PacifiCorp	1.01316	M77188

e) Tie-Line Points: None

f) Intra-Balancing Authority Area Points

Location		Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Boundary Meter (North of the Fidler Compressor Station)	(neg.)	Distribution	PacifiCorp	ML110	M77206
2) Connie Hart (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	17074572600145 3963450001
3) Sam Beasley Jr.	(neg.)	Distribution	PacifiCorp	ML601	052810811002

¹⁴ The meters under this superscript are non-profile meters. All meter readings for load served from Moon Lake's Vernal distribution substation shall be multiplied by 1.05 (Agreement Exhibit 1). Metered amounts are manually read each month and converted to hourly amounts by PacifiCorp using comparable load profiles. The load profiles used are available upon request to Deseret.

4) Robert Hansen	(neg.)	Distribution	PacifiCorp	ML601	665432068001
5) Superior Well Services (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	70301616500170 3016165003
6) Kevin Williams (2 meters)	(neg.)	Distribution	PacifiCorp	ML601	663534404003 855075066001
7) Brent Jackson	(neg.)	Distribution	PacifiCorp	ML601	855255859001
8) Duane Holmes	(neg.)	Distribution	PacifiCorp	ML601	849041740001
9) Hanna Substation	(neg.)	69 kV	PacifiCorp	ML117	M77844A
10) Myton Line	(neg.)	69 kV	PacifiCorp	ML103	M79093
11) Pleasant Valley	(pos.)	69 kV	PacifiCorp	ML101	M78735

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Taylor Draw	69 kV	ML406	M77416
2) Uintah ¹⁷	69 kV	ML404, ML405	M77410/M77411
3) Yellowstone ¹⁷	69 kV	ML401, ML402, ML403	M77412/M77413/M77414

h) Other Meters

Location	Voltage	Deseret Meter ID
1) Bonanza	69 kV	DP101B
2) Cove #1	69 kV	ML301B
3) Cove #2	69 kV	ML302B
4) Flaming Gorge #1	Distribution	ML115
5) Flaming Gorge #2	Distribution	ML116
6) Ft. Duchesne	138 kV	ML107
7) Green River Collectors	12.4 kV	ML303
8) Mahogany Ridge	138 kV	ML332B
9) Raw Water	69 kV	ML305

¹⁷ Uintah Hydro station service and Yellowstone Hydro station service meters are read manually by Moon Lake. These values are provided to PacifiCorp. Net generation values from Uintah Hydro and Yellowstone Hydro are based on remotely metered amounts of gross generation less station service.

10) SW Rangely #1	138 kV	ML324	
11) SW Rangely #2	138 kV	ML325	
12) Upalco #1	69 kV	ML105	
13) Upalco #2	69 kV	ML106	
14) Calmity Ridge	138 kV	ML113B	
15) Dalen Resources	Distribution	ML119	
16) Clay Basin		ML120	
17) Upalco Blue Bench	138 kV	ML122	
18) California	138 kV	ML326B	
19) Questar Office	Distribution	ML609	
20) Monument Butte	Distribution	ML123B	

3. Deseret Transmission System

a) System Description: A transmission system owned by Deseret and located in northern Utah. This system consists, in part, of various 138 kV and 345 kV facilities interconnected with Western, Tri-State and PacifiCorp.

b) Deseret Transmission System Interchange Points

Location	Voltage	Balancing Authority Area
1) Bonanza	345 kV	Western
2) Deserado ¹⁸	138 kV	Western (MLEA/TSGT SW Rangely-Meeker)
3) Mona	345 kV	PacifiCorp
4) Upalco	138 kV	PacifiCorp
5) Vernal	138 kV	Western
6) S.W. Rangely	138 kV	Western (TSGT SW Rangely-Meeker)
7) S.W. Rangely	138 kV	Western (WAPA Artesia)

c) Internal Generation

Location	Voltage
1) Bonanza	138 kV

d) Other Parties' Point of Delivery

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	138 kV	PacifiCorp	n/a	DP302	M77348

e) Tie-Line Points

¹⁸ Deserado is a load serving substation at the Deserado Coal Mine that is connected to the Meeker-S.W. Rangely 138 kV transmission line. The load served at this substation is telemetered to PacifiCorp's Balancing Authority Area pursuant to this Agreement.

Location	Voltage	Balancing Authority Area	Loss Factors	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza	345 kV	Western	n/a	DP102B	M77345A
2) Vernal	138 kV	Western	n/a	DP104B	VNLM59
3) S.W. Rangely/Mee ker	138 kV	Western	n/a	ML121B	MNLM40
4) S.W. Rangely/Arte sia	138 kV	Western	n/a	ML118B	RLGM46

f) Intra-Balancing Authority Area Points

Location	Voltage	Balancing Authority Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Mona	345 kV	PacifiCorp	DP103B	M78071B
2) Upalco	138 kV	PacifiCorp	ML104B	M78372

g) Internal Generation Metering Locations

Location	Voltage	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Bonanza Gross Gen ¹⁹	138 kV	DP401	M77348
2) Bonanza Aux. 1	2.4 kV	DP701	M77350
3) Bonanza Aux. 2	2.4 kV	DP702	M77351
4) Bonanza Aux. 3	2.4 kV	DP703	M77352
5) Bonanza Aux. 4	2.4 kV	DP704	M77353

h) Other Deseret Area Load Metering Locations: none

i) Other Meters: none

4. Other Telemetered Deseret Area Load

a) System Description: Other load which is outside the boundary of the PacifiCorp Balancing Authority Area, but which is telemetered into the PacifiCorp Balancing Authority Area as part of Deseret Area Load, includes (in addition to the Bridger Valley Flaming Gorge System described in item 1) above) the following: the load of Moon Lake served from Western's Vernal substation at 69 kV and the load of Deseret at the Deserado coal mining operation owned

¹⁹ Net generation values from Bonanza Generating Station are based on remotely metered amounts of gross generation less station service remotely metered at Bonanza Aux. 1, Bonanza Aux. 2, Bonanza Aux. 3, and Bonanza Aux. 4.

and operated by Blue Mountain Energy and served from a tap of the Rangely-Meeker 138 kV line.

b) Other Telemetered Deseret Area Load Interchange Points

Location	Voltage	Control Area
1) "CA" Tap	138 kV	Western
2) Vernal	138 kV	Western

c) Internal Generation: none

d) Other Parties' Points of Delivery

Location	Voltage	Company	Loss Factor	PacifiCorp Meter ID or Site ID
1) Vernal SS	69 kV	Western	1.05	M77320

e) Tie-Line Points

Location	Voltage	Control Area	Deseret Meter ID	PacifiCorp Meter ID or Site ID
1) Deserado Coal Mine	138 kV	Western	ML327, ML328	M77314/M77315
2) Vernal	138 kV	Western	ML108B	M77318A
3) Vernal SS	69 kV	Western	ML109	M77320

f) Intra-Control Area Points: none

g) Internal Generation Metering Locations: none

h) Other Meters: none

5. Other Systems

a) System Description: Other meter interrogation requirements for Deseret's members Dixie Escalante, Flowell, Garkane Energy and Mt. Wheeler Power.

b) Interchange Points: none

c) Internal Generation: none

d) Other Parties' Points of Delivery: none

e) Tie Line Metering Locations: none

f) Deseret System Metering Locations: none

g) Internal Generation Metering Locations: none

h) Other Deseret Area Load Metering Locations: none

i) Other Meters

Location	Member	Deseret Meter ID
1) St. George Sub	Dixie	DX107B
2) Purgatory 69 kV	Dixie	DX111B
3) Purgatory 138 kV	Dixie	DX112B
4) Millcreek	Dixie	DX109B
5) Brentwood	Dixie	DX101B
6) Moyle	Dixie	DX103
7) Bloomington St. George	Dixie	DX105B
8) Enterprise City	Dixie	DX106B
9) Enterprise Solar	Dixie	DX305B
10) Flowell Anderson	Flowell	FL101
11) Kanosh RMP	Flowell	FL103
12) Kanosh #1	Flowell	FL104
13) Meadow	Flowell	FL105
14) Flowell Old Field	Flowell	FL106B
15) Kansoh #2	Flowell	FL107
16) Glen Canyon/ Garkane So.	Garkane	GK105B
17) Fredonia	Garkane	GK103B
18) Twin Cities	Garkane	GK301B
19) Garkane North	Garkane	GK101
18) Boulder Upper #1	Garkane	GK403
19) Boulder Upper #2	Garkane	GK404B
20) Boulder Upper #3	Garkane	GK405
21) Boulder Lower #1	Garkane	GK401B
22) Boulder Lower #2	Garkane	GK402B
23) Peterson	Garkane	GK406B
24) Gonder #1	Mt. Wheeler	MW101
25) Gonder #2	Mt. Wheeler	MW102
26) Keystone Sub Ely	Mt. Wheeler	MW301
27) Machacek Sub #2	Mt. Wheeler	MW104
28) Machacek Sub #1	Mt. Wheeler	MW103
29) Robinson #1	Mt. Wheeler	MW303
30) Robinson #2	Mt. Wheeler	MW304
31) Lone Tree	Mt. Wheeler	MW302B
32) Spring Valley Wind	Mt. Wheeler	MW401B

Internal Generation
Large Generating Facilities Greater than or Equal to 10 MW

Bonanza Power Plant	
Plant Type:	Non-Hydro
Net Continuous Plant Capability	458 MW
Ownership	Deseret 96.25%
Other Owners	Utah Municipal Power Agency

Small Generating Facilities Less than 10 MW

Taylor Draw Hydro	
Plant Type:	Hydro
Net Continuous Plant Capability	2.1 MW
Ownership	MLEA 100%
Other Owners	None

Uintah Hydro # 1 Uintah Hydro #2	
Plant Type:	Hydro
Net Continuous Plant Capability	1.110 MW
Ownership	MLEA 100%
Other Owners	None

Yellowstone Hydro # 1 Yellowstone Hydro # 2 Yellowstone Hydro #3	
Plant Type:	Hydro
Net Continuous Plant Capability	0.9 MW
Ownership	MLEA 100%
Other Owners	None

APPENDIX G
EXCLUDED BEHIND-THE-METER GENERATION

	<u>Name</u>	<u>Location</u>	<u>Nameplate MW Capacity</u>	<u>Type</u>
Run of the River Hydro Generators				
	Fremont Hydro	Gakrane Sigurd	2.11	HY
	Quail Creek	Dixie St. George	2.34	HY
Photovoltaic Generation				
	Dixie Solar	Moyle	0.15	PV

Interest Calculation

FERC Interest Rates

					Days in Year
Q2 2016	3.46%	91	04/01/16	06/30/16	366
Q3 2016	3.50%	92	07/01/16	09/30/16	366
Q4 2016	3.50%	92	10/01/16	12/31/16	366
Q1 2017	3.50%	90	01/01/17	03/31/17	365
Q2 2017	3.71%	91	04/01/17	06/30/17	365
Q3 2017	3.96%	92	07/01/17	09/30/17	365
Q4 2017	4.21%	92	10/01/17	12/31/17	365
Q1 2018	4.25%	90	01/01/18	03/31/18	365
Q2 2018	4.47%	91	04/01/18	06/30/18	365
Q3 2018	4.69%	92	07/01/18	09/30/18	365
Q4 2018	4.96%	92	10/01/18	12/31/18	365
Q1 2019	5.18%	90	01/01/19	03/31/19	365
Q2 2019	5.45%	91	04/01/19	06/30/19	365
Q3 2019	5.50%	92	07/01/19	09/30/19	365
Q4 2019	5.42%	92	10/01/19	12/31/19	365
Q1 2020	4.96%	91	01/01/20	03/31/20	366
Q2 2020	4.75%	90	04/01/20	06/30/20	366
Q3 2020	3.43%	92	07/01/20	08/31/20	366

2016 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Monthly Charge	4.44	4/1/2016	7/11/2016	9/30/2016	3.50%	82	0.03
Deseret	Monthly Charge	15.52	5/1/2016	7/11/2016	9/30/2016	3.50%	82	0.12
Deseret	Monthly Charge	41.95	6/1/2016	9/1/2016	9/30/2016	3.50%	30	0.12
Deseret	Monthly Charge	34.00	7/1/2016	9/23/2016	9/30/2016	3.50%	8	0.03
Total Time Value Refunds Due								0.30

2016 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Balance Forward	\$96.21		9/30/2016	12/31/2016	3.50%	92	0.85
Deseret	Monthly Charge	46.20	8/1/2016	10/14/2016	12/31/2016	3.50%	79	0.35

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>	<u># of Days</u>	<u>Time Value Refunds</u>
						<u>Rate</u>		
Deseret	Balance Forward	\$1,375.37		9/30/2017	12/31/2017	4.21%	92	14.59
Deseret	Monthly Charge	29.74	8/1/2017	10/13/2017	12/31/2017	4.21%	80	0.27
Deseret	Monthly Charge	35.41	9/1/2017	11/15/2017	12/31/2017	4.21%	47	0.19
Deseret	Monthly Charge	49.31	10/1/2017	12/1/2017	12/31/2017	4.21%	31	0.18
Total Time Value Refunds Due								15.23

2018 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>	<u># of Days</u>	<u>Time Value Refunds</u>
						<u>Rate</u>		
Deseret	Balance Forward	\$1,505.07		12/31/2017	3/31/2018	4.25%	90	15.77
Deseret	Monthly Charge	196.55	12/1/2017	2/13/2018	3/31/2018	4.25%	47	1.08
Deseret	Monthly Charge	180.27	1/1/2018	3/15/2018	3/31/2018	4.25%	17	0.36
Total Time Value Refunds Due								17.21

2018 Q2

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>	<u># of Days</u>	<u>Time Value Refunds</u>
						<u>Rate</u>		
Deseret	Balance Forward	\$1,899.09		3/31/2018	6/30/2018	4.47%	91	21.16
Deseret	Monthly Charge	67.92	2/1/2018	4/12/2018	6/30/2018	4.47%	80	0.67
Deseret	Monthly Charge	41.67	3/1/2018	5/14/2018	6/30/2018	4.47%	48	0.24
Total Time Value Refunds Due								22.07

2018 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest</u>	<u># of Days</u>	<u>Time Value Refunds</u>
						<u>Rate</u>		
Deseret	Balance Forward	\$2,030.75		6/30/2018	9/30/2018	4.69%	92	24.01
Deseret	Monthly Charge	130.74	11/1/2017	7/19/2018	9/30/2018	4.69%	74	1.24
Deseret	Monthly Charge	26.01	4/1/2018	7/19/2018	9/30/2018	4.69%	74	0.25
Deseret	Monthly Charge	12.05	5/1/2018	7/19/2018	9/30/2018	4.69%	74	0.11
Deseret	Monthly Charge	16.40	6/1/2018	8/21/2018	9/30/2018	4.69%	41	0.09
Deseret	Monthly Charge	25.00	7/1/2018	9/14/2018	9/30/2018	4.69%	17	0.05

Deseret	Balance Forward	\$3,121.38		6/30/2019	9/30/2019	5.50%	92	43.27
Deseret	Monthly Charge	25.61	5/1/2019	7/16/2019	9/30/2019	5.50%	77	0.30
Deseret	Monthly Charge	27.92	6/1/2019	8/15/2019	9/30/2019	5.50%	47	0.20
	Monthly Charge	40.87	7/1/2019	9/17/2019	9/30/2019	5.50%	14	0.09

Total Time	
Value Refunds	
Due	43.86

2019 Q4

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Balance Forward	\$3,259.64		9/30/2019	12/31/2019	5.42%	92	44.53
Deseret	Monthly Charge	29.96	8/1/2019	10/14/2019	12/31/2019	5.42%	79	0.35
Deseret	Monthly Charge	59.70	9/1/2019	11/14/2019	12/31/2019	5.42%	48	0.43
	Monthly Charge	89.18	10/1/2019	12/12/2019	12/31/2019	5.42%	20	0.26

Total Time	
Value Refunds	
Due	45.57

2020 Q1

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Balance Forward	\$3,484.05		12/31/2019	3/31/2020	4.96%	91	42.97
Deseret	Monthly Charge	225.16	11/1/2019	1/9/2020	3/31/2020	4.96%	83	2.53
Deseret	Monthly Charge	277.06	12/1/2019	2/16/2020	3/31/2020	4.96%	45	1.69

Total Time	
Value Refunds	
Due	47.19

2020 Q2

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Balance Forward	\$4,033.46		3/31/2020	6/30/2020	4.75%	91	47.64
Deseret	Monthly Charge	222.65	1/1/2020	4/14/2020	6/30/2020	4.75%	78	2.25
Deseret	Monthly Charge	40.04	2/1/2020	4/14/2020	6/30/2020	4.75%	78	0.41
Deseret	Monthly Charge	32.28	3/1/2020	5/15/2020	6/30/2020	4.75%	47	0.20
Deseret	Monthly Charge	10.88	4/1/2020	6/15/2020	6/30/2020	4.75%	16	0.02

Total Time	
Value Refunds	
Due	50.52

2020 Q3

<u>Customer</u>	<u>Transaction</u>	<u>Amount Charged</u>	<u>Invoice Month</u>	<u>Transaction Date</u>	<u>Quarter Ending</u>	<u>Quarterly Interest Rate</u>	<u># of Days</u>	<u>Time Value Refunds</u>
Deseret	Balance Forward	\$4,389.83		6/30/2020	8/31/2020	3.43%	62	25.51
Deseret	Monthly Charge	10.38	5/1/2020	7/17/2020	8/31/2020	3.43%	46	0.04
Deseret	Monthly Charge	644.58	6/1/2020	8/12/2020	8/31/2020	3.43%	20	1.21
Deseret	Monthly Charge	-			8/31/2020	3.43%	44075	-
Deseret	Monthly Charge	-			8/31/2020	3.43%	44075	-
							Total Time Value Refunds Due	26.76
							Grand Total Time Value Refunds Due	428.53