

August 12, 2022

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

RE: *PacifiCorp*
Docket No. ER22-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act (“FPA”),¹ Part 35 of the Federal Energy Regulatory Commission’s (“FERC” or the “Commission”) regulations,² and Order No. 714,³ PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Communications Sharing Agreement (“Communications Agreement”) between Dixie Power (“Dixie”) and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 770.

As discussed further below, PacifiCorp respectfully requests the Commission accept this Communications Agreement effective October 12, 2022.

1. Background and Reason for Filing

PacifiCorp and Dixie intend to install a communications cable (consisting of numerous fibers) from the St. George Substation to the Purgatory Flat Substation (the communications cable is referred to in the Communications Agreement as the “Shared Assets”). The Communications Agreement addresses responsibility for the installation and maintenance of the Shared Assets, the sharing of the fibers, and access as between PacifiCorp and Dixie. PacifiCorp respectfully requests that the Commission accept the Communications Agreement, attached hereto, for filing as PacifiCorp Rate Schedule No. 770.

2. Effective Date and Request for Waiver

PacifiCorp requests an effective date of October 12, 2022, for the Communications Agreement. To the extent that any filing requirement in Part 35 of the Commission’s regulations is not satisfied by this filing and the materials enclosed herewith, PacifiCorp respectfully requests waiver of such requirements.

¹ 16 U.S.C. § 824d (2018)

² 18 C.F.R. Part 35 (2020).

³ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

3. Designation

PacifiCorp requests that the Communications Agreement be designated as PacifiCorp Rate Schedule No. 770.

4. Enclosure

Consistent with Order No. 714, PacifiCorp respectfully tenders for filing electronic copies of the following documents:

- (i) this transmittal letter; and
- (ii) the Communications Agreement between Dixie and PacifiCorp, to be designated as PacifiCorp Rate Schedule No. 770.

5. Communications

All communications and correspondence regarding this filing should be forwarded to the following persons:

Matthew P. Loftus
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-5620
Matthew.Loftus@PacifiCorp.com

Rick Vail
Vice President, Transmission
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813- 6938
Richard.Vail@PacifiCorp.com

6. Notice

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

Colin Jack
Dixie Power
145 W. Brigham Rd.
St. George, UT 84790
colinj@dixiepower.com

Utah Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84114
psc@utah.gov

7. Conclusion

For the reasons discussed herein, PacifiCorp requests that the Commission accept this Communications Agreement for filing and grant the proposed effective date of October 12, 2022.

Respectfully submitted,



Matthew Loftus
Assistant General Counsel
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-5620

Matthew.Loftus@PacifiCorp.com

**COMMUNICATIONS SHARING AGREEMENT
BETWEEN
DIXIE POWER
AND
PACIFICORP**

This Communications Sharing Agreement ("Agreement") is made effective this 28th day of July, 2022, between Dixie Power, an electric cooperative organized under the laws of the State of Utah ("Dixie") and PacifiCorp, an Oregon corporation ("PacifiCorp"). Dixie or PacifiCorp may be referred to individually as a "Party" and collectively as "Parties."

The terms of this Agreement apply to the following assets/facilities:

The communications cable from St. George Substation to Purgatory Flat Substation hereinafter the ("Shared Assets").

RECITALS

WHEREAS, the Parties have previously agreed to install fiber cables and share the Shared Assets.

WHEREAS, the Parties have determined that it is beneficial to both Parties to enter into a communications sharing agreement, outlining the terms of sharing the Shared Assets after the fiber installation is completed.

WHEREAS, the Parties have concluded that this Agreement provides the most cost-effective method to establish reliable communications as required to monitor, operate and control the collective electric system.

WHEREAS, the Parties wish to execute this Agreement to reflect their understanding of how the Shared Assets will be shared.

NOW THEREFORE, in consideration of the promises and the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Good Utility Practice. As used herein, Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in 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.

2. Effective Date; Term. The efficacy of this Agreement is contingent upon it being accepted by the Federal Energy Regulatory Commission ("FERC"). The term of this Agreement shall commence on the date of FERC's acceptance and shall remain in effect until terminated pursuant to Section 14 hereof.
3. Use. The Parties will use the Shared Assets to transmit or transfer data, whether from remote terminal units (supervisory control and data acquisition systems), between relays, or any other devices for the express purpose of electronic communications for the safe operation of power systems by PacifiCorp and Dixie.
4. Restrictions. The Parties shall use the Shared Assets for internal communication only and on a non-profit, no-charge basis so long as this Agreement remains effective and for so long as each Party shares the other's portion of the Shared Assets as described herein. The Shared Assets shall only be used for lawful purposes and subject to the restrictions set forth in this Agreement. Neither Party shall sublease the use of the other Party's portion of the shared Assets or other components thereof or provide services to third-parties or for the benefit of third-parties other than: (i) transporting signals on behalf of a Party's own Affiliates (as defined below); (ii) transporting metering data on behalf of non-Affiliate regulated utility companies or gas/electric cooperatives with which a Party has entered into, or may from time to time in the future enter into, a sharing agreement by which that Party has agreed to provide certain metering data transport services; and (iii) services and benefits accruing to a Party's regulated utility customers in the ordinary course of its business. The Parties agree that resale of any services utilizing the Shared Assets is strictly prohibited. Each Party agrees to indemnify and hold harmless, and defend if requested, the other Party from and against any and all claims arising or in connection with a violation of this Section. "Affiliate(s)" means any entity controlled by, controlling, or under common control with a Party, where control shall mean having at least 50% ownership.
5. Party Provisions and Responsibilities. Each Party has agreed to make that portion of their respectively owned Shared Assets available to the other Party on a reciprocal no cost basis. New points of communication interconnections may also be formed between the Parties to provide new layers of communication redundancy. Investment in equipment for services entirely internal to a Party will be made entirely by the Party requiring such service.
6. Installation and Ownership. PacifiCorp shall install and own the fibers in the Shared Assets from the St. George Substation to Pole 23 located on the St. George – Purgatory Flat 138 kV transmission line ("Pole 23") owned by PacifiCorp and shall allow Dixie, at its discretion, to use all 12 of the fibers in

the blue buffer tube (Optical Power Ground Wire (“OPGW”) and the All Dielectric Self-Supporting (“ADSS”). Dixie shall install and own the fibers in the Shared Assets from Pole 23 to the Purgatory Flat Substation and shall allow PacifiCorp, at its discretion, to use all 12 of the fibers in the brown buffer tube (OPGW and ADSS). In order for this Agreement for the sharing of OPGW and ADSS resources to become effective in a timely manner, Dixie has installed a documented temporary route that will transition from brown, to green, to white, and back to brown buffer tubes to connect between Pole 23 and Purgatory Flat Substation (the “Temporary Route”). Dixie shall allow PacifiCorp, at its discretion, to use all 12 of the fibers of the Temporary Route until installation of the permanent segment consisting of the 12 fibers in the brown buffer tube is complete, which is expected in 2024 or sooner. A graphic illustrating the Temporary Route is attached as Exhibit A to this Agreement.

7. Maintenance. Each Party shall maintain its owned portion of the Shared Assets at its own cost subject to the terms herein. Each Party agrees to cooperate with the other Party to allow for efficient and diligent installation, maintenance, removal, repair or replacement of the Shared Assets as would be required by good faith business dealings and/or Good Utility Practice, as applicable.
8. Access. Dixie shall have sole access to a locked NEMA cabinet installed on Pole 23 to install, maintain, remove, repair or replace its fiber connection at Pole 23. In addition, upon 30 calendar days’ notice by Dixie to PacifiCorp which identifies Dixie’s need for access, PacifiCorp shall provide access to Dixie on a date and time agreeable to and coordinated by the Parties, to the fiber connection at PacifiCorp’s Purgatory Flat Substation. Neither party shall have access to the OPGW on the others owned line without specific agreement by the line owner that provides the non-line owner access. This access request shall be made at least 30 calendar days prior to the needed access date and provide details on the planned work. Access to facilities shall not be unreasonably withheld by the owning Party and be subject to the regulatory and safety requirements of the owning Party.
9. Forced Outages. In the event of a forced outage of any aspect of the Shared Assets adversely affecting the transmission system, the Party owning the Shared Assets will use Good Utility Practice to restore that aspect to service promptly. In the event of a forced outage of an aspect of the transmission system adversely affecting the Shared Assets, the transmission owner will use Good Utility Practice to restore that aspect to service promptly.
10. No Warranties; Unplanned Outages. Each Party agrees and understands that the Shared Assets may not be available without any interruptions. The owner of its portion of the Shared Assets shall notify the other Party at least two (2) weeks in advance of any planned work on the Shared Assets. Notifications to PacifiCorp should be directed to Business Solutions Support by telephone at (866) 870-3419. Notifications to Dixie should be directed to IT Tech On-Call

by telephone at (435) 429-9182 or by email at dpotech@dixiepower.com. In addition, there may be unplanned outages. Each Party owner agrees that it will try to repair its portion of the Shared Assets as soon as practicable upon outage, but restoration of the interconnection conductors will always take precedence.

11. Practice Standards; Limit of Liability; Indemnification. Each Party shall employ Good Utility Practice so as to avoid causing interference with the other Party's owned portion of the Shared Assets. Each Party shall exercise due diligence in the operation and maintenance of its respective portion of the Shared Assets. It is agreed that neither Party shall be liable to the other, because of the exercise of the rights granted herein, for any claim for bodily injury or property damage arising from the construction, operation and maintenance, removal, repair or replacement of its owned portion of the Shared Assets, except for such bodily injury or property damage which have been caused by negligence, in which event the negligent Party shall indemnify and hold the other Party harmless. In the event that such damage or injury is caused by the joint or concurrent negligence of Dixie and PacifiCorp, the loss shall be borne by Dixie and PacifiCorp proportionately to their degree of negligence. The indemnity set forth in this Section shall survive a termination or expiration of this Agreement.
12. Limitation(s) of Damages Types. Except for willful acts or acts of gross negligence, neither Party shall be liable to the other in contract, in tort (including negligence or strict liability), or otherwise, for loss of profits or revenue, loss of use of equipment for any special, indirect, incidental, punitive or consequential damages of any kind or nature whatsoever.
13. Indemnification for Third-Party Claims. Each Party shall indemnify and hold harmless the other Party for bodily injury or property damage to third parties that may occur as a result of the other Parties' negligent or willful acts. In the event that such damage or injury is caused by the joint or concurrent negligence of Dixie and PacifiCorp, the loss shall be borne by Dixie and PacifiCorp proportionately to their degree of negligence. The indemnity set forth in this Section shall survive a termination or expiration of this Agreement.
14. Termination.
 - (i) Either Party may at any time, for any reason or no reason at all, terminate this Agreement in its entirety upon twenty-four (24) months written notice to the other Party.
 - (ii) If a Party breaches any material obligation under this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof ("Cure Period"), the non-breaching Party may terminate this Agreement (in whole or part) on a date and time set by the terminating Party in its notice of termination which shall not be any sooner than thirty

(30) days from the date of such notice; provided, however, that if the breach giving rise to such notice cannot reasonably be cured within the Cure Period, provided that the breaching Party has commenced reasonable action to cure the breach within the Cure Period, then the Cure Period shall be extended up to a total of one hundred eighty (180) days so long as the breaching Party continues such efforts to cure, after which the non-breaching Party may terminate upon thirty (30) days written notice or continue with extensions of the Cure Period for so long as the non-breaching Party chooses.

(iii) Notwithstanding the above, termination of this Agreement will be subject to acceptance by FERC.

15. Regulatory Change. If FERC, the Federal Communications Commission, state Public Utility or Service Commission, a court of competent jurisdiction, or other governmental entity, issues a rule, regulation, law, decision, or order that has the effect of canceling, changing or superseding any material term or provision of this Agreement, or that otherwise has the effect of rendering any material term or provision of this Agreement in violation of any laws, regulations, decisions, orders or policies (a "Regulatory Change"), then this Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with any such Regulatory Change. If the Parties cannot agree to modifications necessary to comply with a Regulatory Change within thirty (30) days after the Regulatory Change is effective, then upon written notice either Party may, to the extent practicable or required for compliance with the Regulatory Change, terminate this Agreement in whole or in part to the extent impacted by the Regulatory Change.
16. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Utah.
17. Assignment. Neither Party shall assign any right or obligation created by this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Neither Party shall be relieved of any responsibility or obligation under this Agreement by assigning any of its rights or obligations unless the aforementioned consent to assignment indicates the release of continued liabilities, which release shall not be unreasonably withheld. Notwithstanding the above, PacifiCorp may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest with respect to the Shared Assets; or (iii) corporation or any other business entity in conjunction with a merger, consolidation, or other business reorganization to which PacifiCorp is a party. Affiliate of PacifiCorp includes any entity in which Berkshire Hathaway, Inc. owns more than a 5% interest, over which Berkshire Hathaway, Inc. exercises management control. Should such assignment

take place, PacifiCorp will provide written notice to Dixie.

18. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
19. DISPUTE RESOLUTION. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement, such Party shall provide the other Party with written notice of the dispute or claim (a "Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. If the designated senior representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) calendar days of the other Party's receipt of the Notice of Dispute, each Party may exercise whatever rights and remedies it may have at law or in equity.
20. Severability, Waiver and Invalidity. It is mutually understood that any failure or inconsistency by either Party to enforce or require the strict keeping and performance by of any of the provisions of this Agreement shall not constitute a waiver of such provisions and shall not affect or impair such provisions in any way, or the right of a Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in the Agreement shall not affect the validity of this Agreement.
21. Entire Contract and Contract Modification. This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, or representations with respect to the subject matter of this Agreement are superseded by or merged into this Agreement. No modification of this Agreement shall be of any force or effect unless it is in writing and executed by authorized representatives of both Parties. The foregoing shall not be deemed or construed to affect, any or all continuing obligations of the Parties previously set forth herein. The undersigned Parties hereby concur with this Agreement which is fully intended to comply with all applicable FCC Rules and Regulations. Changes, modifications or amendments to this Communications Sharing Agreement to include other parties will be subject to the mutual approval of the undersigned Parties.

Signature page immediately follows

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written.

PACIFICORP

DIXIE

/s/ Brian Fritz
Signature

/s/ Colin W. Jack
Signature

Brian Fritz
Printed Name of Signor

Colin W. Jack
Printed Name of Signor

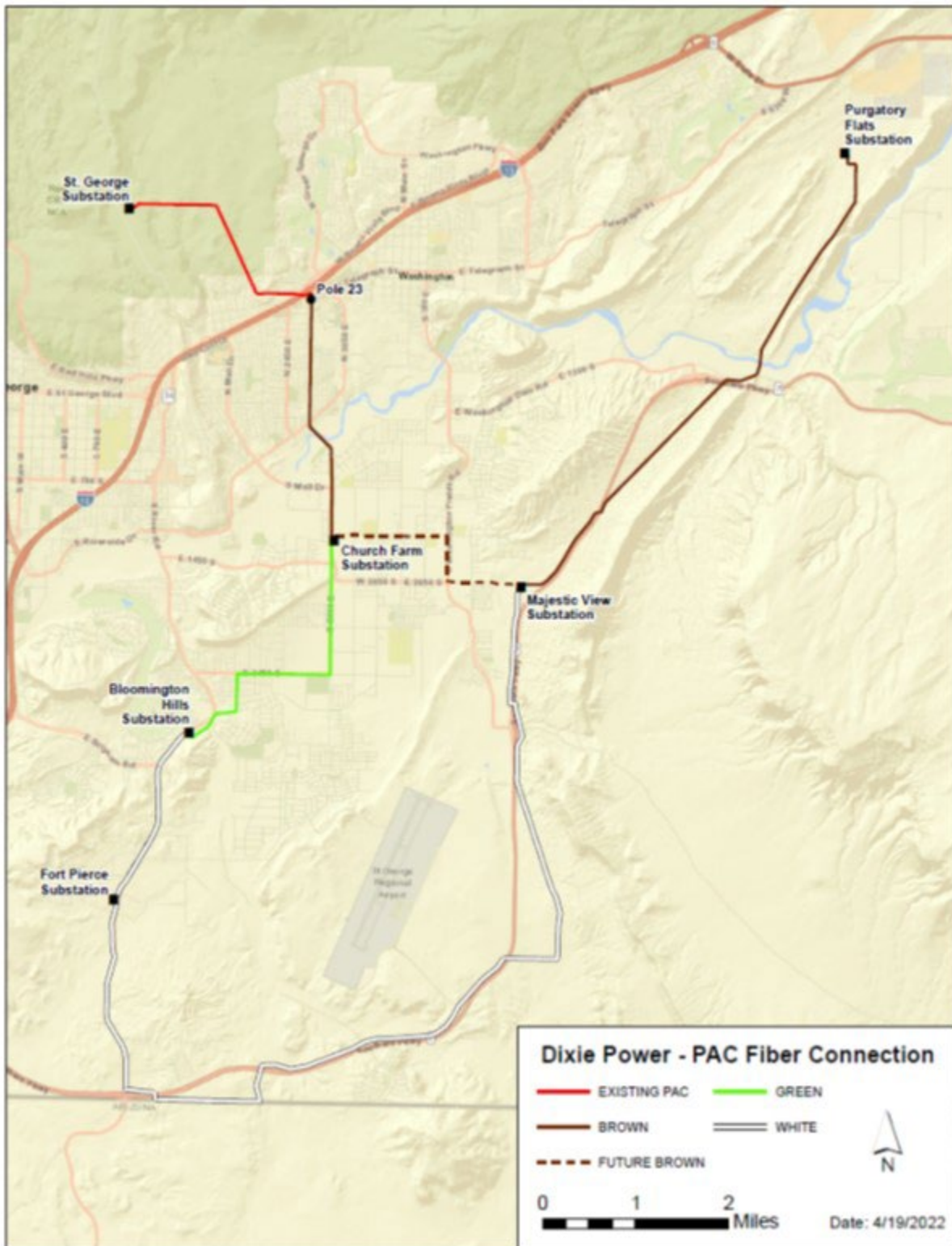
Director, Transmission Service
Title of Signor

Chief Operating Officer
Title of Signor

07/28/2022
Date

7/26/2022
Date

EXHIBIT A
Temporary Route



**COMMUNICATIONS SHARING AGREEMENT
BETWEEN
DIXIE POWER
AND
PACIFICORP**

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The terms of this Agreement apply to the following assets/facilities:

The communications cable from St. George Substation to Purgatory Flat Substation hereinafter the ("Shared Assets").

RECITALS

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WHEREAS, the Parties have determined that it is beneficial to both Parties to enter into a communications sharing agreement, outlining the terms of sharing the Shared Assets after the fiber installation is completed.

WHEREAS, the Parties have concluded that this Agreement provides the most cost-effective method to establish reliable communications as required to monitor, operate and control the collective electric system.

WHEREAS, the Parties wish to execute this Agreement to reflect their understanding of how the Shared Assets will be shared.

NOW THEREFORE, in consideration of the promises and the covenants and agreements set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS

1. Good Utility Practice. As used herein, Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in 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.

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6. Installation and Ownership. PacifiCorp shall install and own the fibers in the Shared Assets from the St. George Substation to Pole 23 located on the St. George – Purgatory Flat 138 kV transmission line ("Pole 23") owned by

PacifiCorp and shall allow Dixie, at its discretion, to use all 12 of the fibers in the blue buffer tube (Optical Power Ground Wire (“OPGW”) and the All Dielectric Self-Supporting (“ADSS”). Dixie shall install and own the fibers in the Shared Assets from Pole 23 to the Purgatory Flat Substation and shall allow PacifiCorp, at its discretion, to use all 12 of the fibers in the brown buffer tube (OPGW and ADSS). In order for this Agreement for the sharing of OPGW and ADSS resources to become effective in a timely manner, Dixie has installed a documented temporary route that will transition from brown, to green, to white, and back to brown buffer tubes to connect between Pole 23 and Purgatory Flat Substation (the “Temporary Route”). Dixie shall allow PacifiCorp, at its discretion, to use all 12 of the fibers of the Temporary Route until installation of the permanent segment consisting of the 12 fibers in the brown buffer tube is complete, which is expected in 2024 or sooner. A graphic illustrating the Temporary Route is attached as Exhibit A to this Agreement.

7. Maintenance. Each Party shall maintain its owned portion of the Shared Assets at its own cost subject to the terms herein. Each Party agrees to cooperate with the other Party to allow for efficient and diligent installation, maintenance, removal, repair or replacement of the Shared Assets as would be required by good faith business dealings and/or Good Utility Practice, as applicable.
8. Access. Dixie shall have sole access to a locked NEMA cabinet installed on Pole 23 to install, maintain, remove, repair or replace its fiber connection at Pole 23. In addition, upon 30 calendar days’ notice by Dixie to PacifiCorp which identifies Dixie’s need for access, PacifiCorp shall provide access to Dixie on a date and time agreeable to and coordinated by the Parties, to the fiber connection at PacifiCorp’s Purgatory Flat Substation. Neither party shall have access to the OPGW on the others owned line without specific agreement by the line owner that provides the non-line owner access. This access request shall be made at least 30 calendar days prior to the needed access date and provide details on the planned work. Access to facilities shall not be unreasonably withheld by the owning Party and be subject to the regulatory and safety requirements of the owning Party.
9. Forced Outages. In the event of a forced outage of any aspect of the Shared Assets adversely affecting the transmission system, the Party owning the Shared Assets will use Good Utility Practice to restore that aspect to service promptly. In the event of a forced outage of an aspect of the transmission system adversely affecting the Shared Assets, the transmission owner will use Good Utility Practice to restore that aspect to service promptly.
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(866) 870-3419. Notifications to Dixie should be directed to IT Tech On-Call by telephone at (435) 429-9182 or by email at dpotech@dixiepower.com. In addition, there may be unplanned outages. Each Party owner agrees that it will try to repair its portion of the Shared Assets as soon as practicable upon outage, but restoration of the interconnection conductors will always take precedence.

11. Practice Standards; Limit of Liability; Indemnification. Each Party shall employ Good Utility Practice so as to avoid causing interference with the other Party's owned portion of the Shared Assets. Each Party shall exercise due diligence in the operation and maintenance of its respective portion of the Shared Assets. It is agreed that neither Party shall be liable to the other, because of the exercise of the rights granted herein, for any claim for bodily injury or property damage arising from the construction, operation and maintenance, removal, repair or replacement of its owned portion of the Shared Assets, except for such bodily injury or property damage which have been caused by negligence, in which event the negligent Party shall indemnify and hold the other Party harmless. In the event that such damage or injury is caused by the joint or concurrent negligence of Dixie and PacifiCorp, the loss shall be borne by Dixie and PacifiCorp proportionately to their degree of negligence. The indemnity set forth in this Section shall survive a termination or expiration of this Agreement.
12. Limitation(s) of Damages Types. Except for willful acts or acts of gross negligence, neither Party shall be liable to the other in contract, in tort (including negligence or strict liability), or otherwise, for loss of profits or revenue, loss of use of equipment for any special, indirect, incidental, punitive or consequential damages of any kind or nature whatsoever.
13. Indemnification for Third-Party Claims. Each Party shall indemnify and hold harmless the other Party for bodily injury or property damage to third parties that may occur as a result of the other Parties' negligent or willful acts. In the event that such damage or injury is caused by the joint or concurrent negligence of Dixie and PacifiCorp, the loss shall be borne by Dixie and PacifiCorp proportionately to their degree of negligence. The indemnity set forth in this Section shall survive a termination or expiration of this Agreement.
14. Termination.
 - (i) Either Party may at any time, for any reason or no reason at all, terminate this Agreement in its entirety upon twenty-four (24) months written notice to the other Party.
 - (ii) If a Party breaches any material obligation under this Agreement and such breach is not cured within sixty (60) days after receipt of written notice thereof ("Cure Period"), the non-breaching Party may terminate this Agreement (in whole or part) on a date and time set by the terminating

Party in its notice of termination which shall not be any sooner than thirty (30) days from the date of such notice; provided, however, that if the breach giving rise to such notice cannot reasonably be cured within the Cure Period, provided that the breaching Party has commenced reasonable action to cure the breach within the Cure Period, then the Cure Period shall be extended up to a total of one hundred eighty (180) days so long as the breaching Party continues such efforts to cure, after which the non-breaching Party may terminate upon thirty (30) days written notice or continue with extensions of the Cure Period for so long as the non-breaching Party chooses.

- (iii) Notwithstanding the above, termination of this Agreement will be subject to acceptance by FERC.
15. Regulatory Change. If FERC, the Federal Communications Commission, state Public Utility or Service Commission, a court of competent jurisdiction, or other governmental entity, issues a rule, regulation, law, decision, or order that has the effect of canceling, changing or superseding any material term or provision of this Agreement, or that otherwise has the effect of rendering any material term or provision of this Agreement in violation of any laws, regulations, decisions, orders or policies (a "Regulatory Change"), then this Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent and purpose of this Agreement and is necessary to comply with any such Regulatory Change. If the Parties cannot agree to modifications necessary to comply with a Regulatory Change within thirty (30) days after the Regulatory Change is effective, then upon written notice either Party may, to the extent practicable or required for compliance with the Regulatory Change, terminate this Agreement in whole or in part to the extent impacted by the Regulatory Change.
 16. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Utah.
 17. Assignment. Neither Party shall assign any right or obligation created by this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Neither Party shall be relieved of any responsibility or obligation under this Agreement by assigning any of its rights or obligations unless the aforementioned consent to assignment indicates the release of continued liabilities, which release shall not be unreasonably withheld. Notwithstanding the above, PacifiCorp may at any time assign its rights and delegate its obligations under this Agreement, in whole or in part, including, without limitation, transferring its rights and obligations under this Agreement to any: (i) affiliate; (ii) successor in interest with respect to the Shared Assets; or (iii) corporation or any other business entity in conjunction with a merger, consolidation, or other business reorganization to which PacifiCorp is a party. Affiliate of PacifiCorp includes any entity in which Berkshire Hathaway, Inc. owns more than a 5% interest, over which

Berkshire Hathaway, Inc. exercises management control. Should such assignment take place, PacifiCorp will provide written notice to Dixie.

18. WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
19. DISPUTE RESOLUTION. In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement, such Party shall provide the other Party with written notice of the dispute or claim (a "Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. If the designated senior representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) calendar days of the other Party's receipt of the Notice of Dispute, each Party may exercise whatever rights and remedies it may have at law or in equity.
20. Severability, Waiver and Invalidity. It is mutually understood that any failure or inconsistency by either Party to enforce or require the strict keeping and performance by of any of the provisions of this Agreement shall not constitute a waiver of such provisions and shall not affect or impair such provisions in any way, or the right of a Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provisions. The waiver, illegality, invalidity and/or unenforceability of any provision appearing in the Agreement shall not affect the validity of this Agreement.
21. Entire Contract and Contract Modification. This Agreement reflects the entire agreement between the Parties with respect to its subject matter. All other oral or written agreements, contracts, understandings, conditions, or representations with respect to the subject matter of this Agreement are superseded by or merged into this Agreement. No modification of this Agreement shall be of any force or effect unless it is in writing and executed by authorized representatives of both Parties. The foregoing shall not be deemed or construed to affect, any or all continuing obligations of the Parties previously set forth herein. The undersigned Parties hereby concur with this Agreement which is fully intended to comply with all applicable FCC Rules and Regulations. Changes, modifications or amendments to this Communications Sharing Agreement to include other parties will be subject to the mutual approval of the undersigned Parties.

Signature page immediately follows

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective as of the day and year first herein above written.

PACIFICORP

Brian Fritz

Digitally signed by Brian Fritz
Date: 2022.07.28 06:54:50 -07'00'

Signature

Brian Fritz

Printed Name of Signor

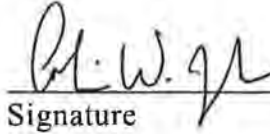
Director, Transmission Services

Title of Signor

07/28/2022

Date

DIXIE



Signature

Colin W. Jack

Printed Name of Signor

Chief Operating Officer

Title of Signor

7/26/2022

Date

EXHIBIT A
Temporary Route

