

January 8, 2021

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

RE: *PacifiCorp*
Docket No. ER21-_____-000

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d (2018), Part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations, 18 C.F.R. Part 35 (2019), and Order No. 714¹ regarding electronic filing of tariff submittals, PacifiCorp hereby tenders for filing the following jurisdictional agreement:

Service Agreement for Network Integration Transmission Service between Exelon Generation Company, LLC ("Exelon") and PacifiCorp, dated December 23, 2020, to be designated as PacifiCorp Second Revised Service Agreement No. 943 ("Second Revised NITSA") PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

As discussed more fully below, PacifiCorp respectfully requests the Commission accept this agreement with an effective date of January 1, 2021.

1. Background and Reason for Filing

On January 16, 2020, in Docket No. ER20-815, PacifiCorp filed with the Commission First Revised Service Agreement No. 943. The Commission accepted the filing, via letter order dated February 28, 2020, with an effective date of January 1, 2020.²

On December 23, 2020, PacifiCorp and Exelon executed the Second Revised Service Agreement No. 943 which describes the services provided to Exelon pursuant to Attachment M of PacifiCorp's OATT related to the Oregon Direct Access Program. PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to Exelon's network service. These changes are reflected in the enclosed First Revised NITSA and include the following changes: (i) revises Exhibit B, network resource supply dates; and (ii) amends Exhibit D, list of network loads. Accordingly, PacifiCorp submits the Second Revised NITSA for filing.

¹ *Electronic Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008).

² *PacifiCorp*, Letter Order, Docket No. ER20-815-000 (February 28, 2020).

2. Effective Date and Request for Waiver

The Second Revised NITSA is being filed within 30 days of service commencing. Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp requests an effective date of January 1, 2021 for the First Revised NITSA.

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.

3. Designation

PacifiCorp requests that the Second Revised NITSA be designated as PacifiCorp Second Revised Service Agreement No. 943.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Second Revised NITSA between Exelon and PacifiCorp, to be designated as PacifiCorp Second Revised Service Agreement No. 943

Enclosure 2 Redline of Second Revised Service Agreement No. 943 as compared to the First Revised Service Agreement No. 943

5. Communications

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

Mathew Loftus
Senior Counsel
PacifiCorp
825 N.E. Multnomah, Suite 1600
Portland, OR 97232
(503) 813-6642
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 18 C.F.R. § 35.2(e), a copy of this filing is being served by e-mail on the following:

Jesse Adamski
Exelon Generation Company, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
Jesse.Adamski@constellation.com

Public Utility Commission of Oregon
550 Capitol St NE Suite 215
PO Box 2148
Salem OR 97308-2148
PUC.FilingCenter@state.or.us

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

Respectfully Submitted,

/s/ Matthew Loftus
Matthew Loftus
Attorney for PacifiCorp

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

- 1.0 This Service Agreement, dated as of, December 23, 2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Exelon Generation Company, LLC ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement is for service provided pursuant to Attachment M of Transmission Provider's Tariff as related to Oregon Direct Access where Retail Access shall be provided in the State of Oregon pursuant to the rules and regulations of the Oregon Public Utility ("OPUC") in accordance with Order AR 380. Transmission Customer is a registered Scheduling Electricity Service Supplier ("SESS") per OPUC Order No. 02-133. This Service Agreement supersedes and replaces First Revised Service Agreement No. 943, dated December 26, 2019. This agreement will be filed with the Commission as Second Revised Service Agreement No. 943.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue unless terminated in accordance with the rules and regulations pertaining to Oregon Direct Access and the Tariff.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network

Resources described in Exhibit B to this Service Agreement.

- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 1600
Portland, OR 97232

Pre-scheduling Desk: 503-262-4920
Real-time Desk: 503-251-5210

Transmission Customer:

Exelon Generation Company, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
Phone: 410-468-3530

11.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: /s/ Brian Fritz 12/23/2020
Name Title Date

Transmission Customer:

By: /s/ David Dardis Senior Vice President and General Counsel
Name Title
12/22/20
Date

Exhibit A

Designated Loads For Network Integration Transmission Service

1.0 Transmission Customer's Load Designated as Network Service:

Those loads listed on Exhibit D for selected direct access meters in the state of Oregon. The total peak and average load for these parties is approximately 1 MW.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of the Bonneville Power Administration and terminates within the control area of Transmission Provider's Oregon transmission system designated as "PACW".

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with the Bonneville Power Administration as referenced by the BPAT.PACW-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration

4.0 Point(s) of Delivery: See Exhibit D

Receiving Party: Retail End-user loads listed in Exhibit D.

5.0 Designation of party(ies) subject to reciprocal service obligation: none

6.0 Name(s) of any Intervening Systems: The Bonneville Power Administration for those Points of Delivery in Exhibit D. Transmission Customer shall share in third party wheeling

costs, if any, in accordance with Attachment M, section 9 - Oregon Transmission Integration.

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charge:

Each month the Transmission Customer shall pay the product of the total Oregon Retail Access Monthly Network Load (as defined in Section 34.2 of the Tariff) and Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff, as described in Attachment M, section 7 of the Tariff.

Note: Distribution Service provided directly to the Retail End-User loads listed on Exhibit D shall be provided for and billed separately from this Service Agreement under PacifiCorp's OPUC tariff for Direct Access Delivery Service per Schedule 728, 730, or 748.

7.2 Redispatch Charges for Network Integration Transmission Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's hourly load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with Section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service:

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service:

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff

d) Energy Imbalance Service:

As required pursuant to Schedule 4 of the Tariff.

Transmission Customer shall use its best efforts to minimize energy imbalance through scheduling a sufficient amount of energy to be delivered each hour to Transmission Provider's transmission system to cover the sum of its Retail End User forecasted loads, plus the transmission and distribution loss percentage listed in Exhibit D.

e) Operating Reserve - Spinning Reserve Service:

Only to the extent required pursuant to Schedule 5 of the Tariff.

f) Operating Reserve - Supplemental Reserve Service:

Only to the extent required pursuant to Schedule 6 of the Tariff.

8.0 Optional Waiver of Jury Trial:

 Transmission Customer to check only if applicable).
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.

9.0 Successors and Assigns

Transmission Provider 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, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

Exhibit B

Network Resources Available to Transmission Customer

The available Network Resource is a firm contract with The Energy Authority providing for the supply of power at BPAT.PACW from January 1, 2021 through December 31, 2021.

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Hermiston	SEC	Shearers Foods LLC			1.24	8.01%	3873307700 2009	82711669	418206487 .001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1002	78437145	982382283 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1023	78438077	187233606 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1103	78438892	212719895 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1104	78437470	356219450 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1105	78438891	338588050 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1106	78438893	646093596 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1107	78437471	203599060 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1108	78437472	438743500 1
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1009	78437475	253726650 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1110	78437474	189754735 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1111	78437476	869193804 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1112	78437961	102358334 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1113	78437457	298893846 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1116	78437454	266468331 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1157	78437455	935518633 001
	Corvallis	SEC	The Energy Link LLC			0.001	8.01%	9228323900 1158	78437456	631697370 01

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1160	78438076	770876904 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1237	78439343	302553213 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1239	78163935	635385004 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1240	78439342	985440134 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1241	78438278	860128724 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1242	78438280	408975654 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1243	78438281	709025424 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1319	78439046	185786994 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1320	78439048	127585444 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1321	78439049	687840940 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1322	78438277	668715855 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1323	78438272	832708185 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1324	78438276	626963545 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1337	78438274	219935419 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1338	78439503	474166585 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1339	78438273	179236645 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1340	78438270	822189995 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1341	78439502	392322045 001

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1342	78439504	512196895 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1343	78439494	868821005 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1344	78439047	539318913 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1345	78438275	933521633 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1346	78438271	161758513 001
	Corvallis	SEC	The Energy Link LLC			0.001	8.01%	9228323900 1348	78438279	264074784 001
	Corvallis	SEC	The Energy Link LLC			0.07	8.01%	9228323900 1353	75456121	781817271 001
	Portland	SEC	The Energy Link LLC			0.03	8.01%	9948099001 1276	81147011	948427263 001
	Portland	SEC	The Energy Link LLC			0.19	8.01%	9948099001 1277	77438064	186267393 001
	Portland	SEC	The Energy Link LLC			0.15	8.01%	9948099001 1284		

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

- 1.0 This Service Agreement, dated as of December 26, 2019, 23, 2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Exelon Generation Company, LLC ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement is for service provided pursuant to Attachment M of Transmission Provider's Tariff as related to Oregon Direct Access where Retail Access shall be provided in the State of Oregon pursuant to the rules and regulations of the Oregon Public Utility ("OPUC") in accordance with Order AR 380. Transmission Customer is a registered Scheduling Electricity Service Supplier ("SESS") per OPUC Order No. 02-133. This Service Agreement supersedes and replaces First Revised Service Agreement No. 943, dated July 30, December 26, 2019. This agreement will be filed with the Commission as First~~Second~~ Revised Service Agreement No. 943.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2020, 2021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue unless terminated in accordance with the rules and regulations pertaining to Oregon Direct Access and the Tariff.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network

Resources described in Exhibit B to this Service Agreement.

- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 1600
Portland, OR 97232

Pre-scheduling Desk: 503-262-4920
Real-time Desk: 503-251-5210

Transmission Customer:

Exelon Generation Company, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
Phone: 410-468-3530

11.0 The Tariff is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: /s/ ~~Riek Vail~~ Brian Fritz _____
12/26/2019-23/2020
Name Title Date

Transmission Customer:

By: /s/ David Dardis ~~Assistant Secretary~~ ~~12/23/19~~ _____
Senior Vice President and General Counsel
Name Title
12/22/20
Date

Exhibit A

Designated Loads For Network Integration Transmission Service

1.0 Transmission Customer's Load Designated as Network Service:

Those loads listed on Exhibit D for selected direct access meters in the state of Oregon. The total peak and average load for these parties is approximately 1 MW.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of the Bonneville Power Administration and terminates within the control area of Transmission Provider's Oregon transmission system designated as "PACW".

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with the Bonneville Power Administration as referenced by the BPAT.PACW-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration

4.0 Point(s) of Delivery: See Exhibit D

Receiving Party: Retail End-user loads listed in Exhibit D.

5.0 Designation of party(ies) subject to reciprocal service obligation: none

6.0 Name(s) of any Intervening Systems: The Bonneville Power Administration for those Points of Delivery in Exhibit D. Transmission Customer shall share in third party wheeling

costs, if any, in accordance with Attachment M, section 9 - Oregon Transmission Integration.

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charge:

Each month the Transmission Customer shall pay the product of the total Oregon Retail Access Monthly Network Load (as defined in Section 34.2 of the Tariff) and Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff, as described in Attachment M, section 7 of the Tariff.

Note: Distribution Service provided directly to the Retail End-User loads listed on Exhibit D shall be provided for and billed separately from this Service Agreement under PacifiCorp's OPUC tariff for Direct Access Delivery Service per Schedule 728, 730, or 748.

7.2 Redispatch Charges for Network Integration Transmission Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's hourly load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with Section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service:

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service:

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff

d) Energy Imbalance Service:

As required pursuant to Schedule 4 of the Tariff.

Transmission Customer shall use its best efforts to minimize energy imbalance through scheduling a sufficient amount of energy to be delivered each hour to Transmission Provider's transmission system to cover the sum of its Retail End User forecasted loads, plus the transmission and distribution loss percentage listed in Exhibit D.

e) Operating Reserve - Spinning Reserve Service:

Only to the extent required pursuant to Schedule 5 of the Tariff.

f) Operating Reserve - Supplemental Reserve Service:

Only to the extent required pursuant to Schedule 6 of the Tariff.

8.0 Optional Waiver of Jury Trial:

_____(Transmission Customer to check only if applicable).
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.

9.0 Successors and Assigns

Transmission Provider 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, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

Exhibit B

Network Resources Available to Transmission Customer

The available Network Resource is a firm contract with The Energy Authority providing for the supply of power at BPAT.PACW from January 1, ~~2020~~2021 through December 31, ~~2020~~2021.

Exhibit C

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Hermiston	SEC	Shearers Foods LLC			1.04 <u>1.24</u>	8.01%	3873307700 2009	82711669	418206487 .001
	Corvallis	SEC	The Energy Link LLC			0.004 <u>0.00</u>	8.01%	9228323900 1002	78437145	982382283 001
	Corvallis	SEC	The Energy Link LLC			0.004 <u>0.00</u>	8.01%	9228323900 1023	78438077	187233606 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1103	78438892	212719895 001
	Corvallis	SEC	The Energy Link LLC			0.002 <u>0.00</u>	8.01%	9228323900 1104	78437470	356219450 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1105	78438891	338588050 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1106	78438893	646093596 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1107	78437471	203599060 01
	Corvallis	SEC	The Energy Link LLC			0.003 <u>0.00</u>	8.01%	9228323900 1108	78437472	438743500 1
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1009	78437475	253726650 01
	Corvallis	SEC	The Energy Link LLC			0.001 <u>0.00</u>	8.01%	9228323900 1110	78437474	189754735 001
	Corvallis	SEC	The Energy Link LLC			0.003 <u>0.00</u>	8.01%	9228323900 1111	78437476	869193804 001
	Corvallis	SEC	The Energy Link LLC			0.004 <u>0.00</u>	8.01%	9228323900 1112	78437961	102358334 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1113	78437457	298893846 001
	Corvallis	SEC	The Energy Link LLC			0.004 <u>0.00</u>	8.01%	9228323900 1116	78437454	266468331 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1157	78437455	935518633 001
	Corvallis	SEC	The Energy Link LLC			0.007 <u>0.01</u>	8.01%	9228323900 1158	78437456	631697370 01
	Corvallis	SEC	The Energy Link LLC			0.002 <u>0.00</u>	8.01%	9228323900 1160	78438076	770876904 001
	Corvallis	SEC	The Energy Link LLC			0.004 <u>0.00</u>	8.01%	9228323900 1237	78439343	302553213 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1239	78163935	635385004 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1240	78439342	985440134 001

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1241	78438278	860128724 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1242	78438280	408975654 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1243	78438281	709025424 001
	Corvallis	SEC	The Energy Link LLC			0.0010.0 00	8.01%	9228323900 1319	78439046	185786994 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1320	78439048	127585444 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1321	78439049	687840940 01
	Corvallis	SEC	The Energy Link LLC			0.0010.0 00	8.01%	9228323900 1322	78438277	668715855 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1323	78438272	832708185 001
	Corvallis	SEC	The Energy Link LLC			0.0020.0 00	8.01%	9228323900 1324	78438276	626963545 001
	Corvallis	SEC	The Energy Link LLC			0.0020.0 00	8.01%	9228323900 1337	78438274	219935419 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1338	78439503	474166585 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1339	78438273	179236645 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1340	78438270	822189995 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1341	78439502	392322045 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1342	78439504	512196895 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1343	78439494	868821005 001
	Corvallis	SEC	The Energy Link LLC			0.0020.0 00	8.01%	9228323900 1344	78439047	539318913 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1345	78438275	933521633 001
	Corvallis	SEC	The Energy Link LLC			0.0010.0 00	8.01%	9228323900 1346	78438271	161758513 001
	Corvallis	SEC	The Energy Link LLC			0.0050.0 01	8.01%	9228323900 1348	78438279	264074784 001
	Corvallis	SEC	The Energy Link LLC			0.0670.0 7	8.01%	9228323900 1353	75456121	781817271 001
	Portland	SEC	The Energy Link LLC			0.0150.0 3	8.01%	9948099001 1276	81147011	948427263 001
	Portland	SEC	The Energy Link			0.2010.1	8.01%	9948099001	77438064	186267393

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
			LLC			<u>9</u>		1277		001
	Portland	SEC	The Energy Link LLC			0.0129 <u>0</u> <u>15</u>	8.01%	9948099002 0049948099 <u>0011284</u>	81146981	238483789 001

**Service Agreement For
Network Integration Transmission Service
Under PacifiCorp's Open Access Transmission Tariff,
Volume No. 11**

- 1.0 This Service Agreement, dated as of, 12/23/2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Exelon Generation Company, LLC ("Transmission Customer") for the provision of Network Integration Transmission Service. This agreement is for service provided pursuant to Attachment M of Transmission Provider's Tariff as related to Oregon Direct Access where Retail Access shall be provided in the State of Oregon pursuant to the rules and regulations of the Oregon Public Utility ("OPUC") in accordance with Order AR 380. Transmission Customer is a registered Scheduling Electricity Service Supplier ("SESS") per OPUC Order No. 02-133. This Service Agreement supersedes and replaces First Revised Service Agreement No. 943, dated December 26, 2019. This agreement will be filed with the Commission as Second Revised Service Agreement No. 943.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under the Tariff.
- 3.0 The Transmission Customer has provided to the Transmission Provider an Application deposit in accordance with the provisions of Section 29.2 of the Tariff.
- 4.0 Service under this Service Agreement shall commence on the later of (1) January 1, 2021, or (2) such other date as it is permitted to become effective by the Commission. Service shall continue unless terminated in accordance with the rules and regulations pertaining to Oregon Direct Access and the Tariff.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Service Agreement using the designated Network

Resources described in Exhibit B to this Service Agreement.

- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer shall receive a credit pursuant to Section 30.9 of the Tariff for transmission facilities which it has provided and which are integrated with the Transmission Provider's Transmission System as described in Exhibit C to this Service Agreement. Any such payment obligation to the Transmission Customer by the Transmission Provider shall be credited against the Transmission Customer's bill for the applicable month.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.4 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

PacifiCorp
Attn: PacifiCorp Transmission Services
825 NE Multnomah Street, Suite 1600
Portland, OR 97232

Pre-scheduling Desk: 503-262-4920
Real-time Desk: 503-251-5210

Transmission Customer:

Exelon Generation Company, LLC
1310 Point Street, 8th Floor
Baltimore, MD 21231
Phone: 410-468-3530

11.0 The Tariff is incorporated herein and made a part hereof.


IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: **Brian Fritz** Digitally signed by Brian Fritz
Date: 2020.12.23 11:44:17 -08'00'

Name Title Date

Transmission Customer: Exelon Generation Company, LLC

By:  Senior Vice President and General Counsel 12/22/20

Name Title Date

Approved by Legal: *FDW*

Exhibit A

Designated Loads For Network Integration Transmission Service

1.0 Transmission Customer's Load Designated as Network Service:

Those loads listed on Exhibit D for selected direct access meters in the state of Oregon. The total peak and average load for these parties is approximately 1 MW.

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates:

Generation from Network Resources identified in Exhibit B to this Service Agreement required to meet the load obligations of the Transmission Customer's designated loads described in Section 1.0 above.

Transaction originates in the control area of the Bonneville Power Administration and terminates within the control area of Transmission Provider's Oregon transmission system designated as "PACW".

3.0 Point(s) of Receipt:

Transmission Provider's various interconnections with the Bonneville Power Administration as referenced by the BPAT.PACW-PACW path on the Transmission Provider's OASIS.

Delivering Party: Bonneville Power Administration

4.0 Point(s) of Delivery: See Exhibit D

Receiving Party: Retail End-user loads listed in Exhibit D.

5.0 Designation of party(ies) subject to reciprocal service obligation: none

6.0 Name(s) of any Intervening Systems: The Bonneville Power Administration for those Points of Delivery in Exhibit D. Transmission Customer shall share in third party wheeling

costs, if any, in accordance with Attachment M, section 9 - Oregon Transmission Integration.

7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff. The following charges reflect the rates which are effective upon the Start Date of this Service Agreement.

7.1 Transmission Charge:

Each month the Transmission Customer shall pay the product of the total Oregon Retail Access Monthly Network Load (as defined in Section 34.2 of the Tariff) and Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff, as described in Attachment M, section 7 of the Tariff.

Note: Distribution Service provided directly to the Retail End-User loads listed on Exhibit D shall be provided for and billed separately from this Service Agreement under PacifiCorp's OPUC tariff for Direct Access Delivery Service per Schedule 728, 730, or 748.

7.2 Redispatch Charges for Network Integration Transmission Service:

The Transmission Provider reserves the right to charge for Transmission Customer's portion of any redispatch costs, which shall be equal to the ratio of the Transmission Customer's hourly load (including its designated Network Load not physically interconnected with Transmission Provider under Section 31.3 of the Tariff) coincident with the Transmission Provider's Monthly Transmission System Peak, in accordance with Section 33.3 of the Tariff.

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service:

Only to the extent required pursuant to Schedule 1 of the Tariff.

b) Reactive Supply and Voltage Control from Generation Sources Service:

Only to the extent required pursuant to Schedule 2 of the Tariff.

c) Regulation and Frequency Response Service:

Only to the extent required pursuant to Schedule 3 of the Tariff

d) Energy Imbalance Service:

As required pursuant to Schedule 4 of the Tariff.

Transmission Customer shall use its best efforts to minimize energy imbalance through scheduling a sufficient amount of energy to be delivered each hour to Transmission Provider's transmission system to cover the sum of its Retail End User forecasted loads, plus the transmission and distribution loss percentage listed in Exhibit D.

e) Operating Reserve - Spinning Reserve Service:

Only to the extent required pursuant to Schedule 5 of the Tariff.

f) Operating Reserve - Supplemental Reserve Service:

Only to the extent required pursuant to Schedule 6 of the Tariff.

8.0 Optional Waiver of Jury Trial:

_____(Transmission Customer to check only if applicable).
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.

9.0 Successors and Assigns

Transmission Provider 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, or (iii) corporation or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Transmission Provider is a party. Affiliate includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control, or which is listed on an exhibit to this Agreement. Transmission Customer shall not assign its rights, nor delegate its obligations, under this Agreement without the prior written consent of Transmission Provider, and any attempted transfer in violation of this restriction shall be void.

Network Resources Available to Transmission Customer

The available Network Resource is a firm contract with The Energy Authority providing for the supply of power at BPAT.PACW from January 1, 2021 through December 31, 2021.

Network Facility Transmission Credit

The Transmission Customer currently receives no credit and has provided no transmission facilities which are integrated with the Transmission Provider's Transmission System.

Exhibit D

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Hermiston	SEC	Shearers Foods LLC			1.24	8.01%	3873307700 2009	82711669	418206487 .001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1002	78437145	982382283 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1023	78438077	187233606 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1103	78438892	212719895 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1104	78437470	356219450 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1105	78438891	338588050 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1106	78438893	646093596 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1107	78437471	203599060 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1108	78437472	438743500 1
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1009	78437475	253726650 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1110	78437474	189754735 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1111	78437476	869193804 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1112	78437961	102358334 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1113	78437457	298893846 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1116	78437454	266468331 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1157	78437455	935518633 001
	Corvallis	SEC	The Energy Link LLC			0.001	8.01%	9228323900 1158	78437456	631697370 01

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1160	78438076	770876904 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1237	78439343	302553213 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1239	78163935	635385004 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1240	78439342	985440134 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1241	78438278	860128724 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1242	78438280	408975654 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1243	78438281	709025424 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1319	78439046	185786994 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1320	78439048	127585444 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1321	78439049	687840940 01
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1322	78438277	668715855 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1323	78438272	832708185 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1324	78438276	626963545 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1337	78438274	219935419 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1338	78439503	474166585 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1339	78438273	179236645 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1340	78438270	822189995 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1341	78439502	392322045 001

	City	Delivery Voltage	Customer Name	PacifiCorp System	Nearest BPA Sub	Peak Demand (MW)	Transm. & Distrib. Losses	Customer Account #	Meter #	Site ID
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1342	78439504	512196895 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1343	78439494	868821005 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1344	78439047	539318913 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1345	78438275	933521633 001
	Corvallis	SEC	The Energy Link LLC			0.000	8.01%	9228323900 1346	78438271	161758513 001
	Corvallis	SEC	The Energy Link LLC			0.001	8.01%	9228323900 1348	78438279	264074784 001
	Corvallis	SEC	The Energy Link LLC			0.07	8.01%	9228323900 1353	75456121	781817271 001
	Portland	SEC	The Energy Link LLC			0.03	8.01%	9948099001 1276	81147011	948427263 001
	Portland	SEC	The Energy Link LLC			0.19	8.01%	9948099001 1277	77438064	186267393 001
	Portland	SEC	The Energy Link LLC			0.15	8.01%	9948099001 1284		