PACIFICORP
A BERKSHIRE HATHAWAY ENERGY COMPANY

Pacific Power |
Rocky Mountain Power
825 NE Multnomah
Portland, OR 97232

September 25, 2023

VIA ETARIFF

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

RE: *PacifiCorp*,
Docket No. ER23-___-000
Amended and Restated Project Construction Agreement

Dear Secretary Bose:

Pursuant to Section 205 of the Federal Power Act,[1] Part 35 of the Federal Energy Regulatory Commission's ("Commission" or "FERC") regulations,[2] and Order No. 714 regarding electronic filing of tariff submittals,[3] PacifiCorp hereby tenders for filing the following agreement:

> Amended and Restated Project Construction Agreement Project Title: PacifiCorp Energy Supply Management / Klamath Decommissioning: ("Amended Construction Agreement") between PacifiCorp, in its energy supply management ("ESM") and PacifiCorp, designated as First Revised PacifiCorp Rate Schedule No. 769, Rev 1.[4]

PacifiCorp respectfully requests the Commission accept the Amended Construction Agreement on the 61st day after filing, which is November 25, 2023.

1. Background and Reason for Filing

On July 25, 2022, ESM and PacifiCorp entered into a construction agreement that reflected work necessary to implement modifications to PacifiCorp's Transmission System, which in turn is required in connection with the proposed decommissioning of ESM's Eastside and Westside hydropower developments in southern Oregon. PacifiCorp filed the construction agreement on October 13, 2022. The Commission accepted the construction agreement effective on October 19, 2022.[5]

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1 16 U.S.C. § 824d (2018).

2 18 C.F.R. Part 35 (2022).

3 *Elec. Tariff Filings*, Order No. 714, 124 FERC ¶ 61,270 (2008), *clarified*, Order No. 714-A, 147 FERC ¶ 61,115 (2014).

4 ESM and PacifiCorp are collectively referred to herein as the "Parties."

5 *PacifiCorp,* Docket No. ER22-2696-000 (Oct. 13, 2022) (delegated letter order).

The Parties have amended the construction agreement to revise the: (1) Estimated Scope of Work (Exhibit A); (2) estimated costs; and (3) Estimated Schedule (Exhibit B). The Amended Construction Agreement reflects the agreed-upon revisions.

2. Effective Date and Request for Waiver

PacifiCorp requests an effective date of November 25, 2023, for the Amended Construction 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.

3. Designation

PacifiCorp requests the Amended Construction Agreement be designated as First Revised PacifiCorp Rate Schedule No. 769.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Amended Construction Agreement between ESM and PacifiCorp, to be designated as First Revised PacifiCorp Rate Schedule No. 769.

Enclosure 2 Redline of First Revised Rate Schedule No, 769, as compared to Rate Schedule No. 769.

5. Communications

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

Matthew P. Loftus
Assistant General Counsel
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6. Notice

Pursuant to 18 C.F.R. § 35.2(e), a copy of this filing is being served on the following:

Michael Wilding
VP, Energy Supply Management
PacifiCorp
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(503) 813-5431
Michael.Wilding@PacifiCorp.com

Public Utility Commission of Oregon
PO Box 1088
Salem OR 97308-1088
PUC.FilingCenter@state.or.us

7. Conclusion

For the reasons described herein, PacifiCorp respectfully requests the Commission issue an order accepting the attached Amended Construction Agreement with an effective date of November 25, 2023.

Respectfully submitted,

Matthew Loftus

Enclosure 1
Revised Construction Agreement between ESM and PacifiCorp, to be designated as First Revised PacifiCorp Rate Schedule No. 769

AMENDED AND RESTATED PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: PACIFICORP ENERGY SUPPLY MANAGEMENT / KLAMATH DECOMMISSIONING

This AMENDED AND RESTATED PROJECT CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of September 13, 2023, by and between PacifiCorp, an Oregon corporation, acting in its transmission function capacity ("Transmission Provider"), and PacifiCorp, an Oregon corporation, acting in its energy supply management capacity ("Customer"). Transmission Provider and Customer are also each referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. WHEREAS, Transmission Provider has an Open Access Transmission Tariff ("OATT") on file with the Federal Energy Regulatory Commission ("FERC") and provides various services to transmission and interconnection customers, including Customer, in accordance therewith;

B. WHEREAS, Customer's Copco No. 1, Copco No. 2, Iron Gate, and J.C. Boyle hydropower developments in southern Oregon and northern California (the "Lower Klamath Project") are planned to be decommissioned by the Klamath River Renewal Corporation ("KRRC") and the States of California and Oregon consistent with the Klamath Hydroelectric Settlement Agreement ("KHSA"), and the Lower Klamath Project will be decommissioned upon: (1) approval by FERC of the KRRC's pending license surrender application; and (2) transfer of the FERC license from Customer to the KRRC and the States of California and Oregon as co-licensees;

C. WHEREAS, Customer provided Transmission Provider with a Copco No. 2 Flood Risk Study report (the "Flood Risk Study") which identifies the possible flood levels estimated at the Copco No. 2 69/115 kV substation following the proposed decommissioning of the Lower Klamath Project (collectively, the "Proposed Decommissioning");

D. WHEREAS, in connection with the Flood Risk Study and the Proposed Decommissioning, Customer requested that Transmission Provider assess the impact of the Flood Risk Study and the Proposed Decommissioning on Transmission Provider's Transmission System;

E. WHEREAS, Transmission Provider provided to Customer a Decommissioning Study report completed on February 18, 2021, as revised on May 25, 2021, and as further revised on August 6, 2021, which identifies certain facilities (as more fully described in this Agreement, including Exhibit A (Estimated Scope of Work), the "Project") that are required to be removed, relocated or decommissioned, or engineered, designed, procured and installed on, Transmission Provider's

Transmission System in order to maintain Transmission Provider's Transmission System following the Proposed Decommissioning;

F. WHEREAS, the Parties have previously executed Engineering and Procurement Agreements dated as of September 16, 2021, and December 2, 2021, to advance the implementation of the Project prior to the execution of this Agreement; and

G. WHEREAS, the Parties have previously executed this Project Construction Agreement dated as of July 25, 2022, and the Parties desire to amend and restate this Project Construction Agreement to update Exhibit A, Estimated Scope of Work, and update the estimated costs for this Project; and

H. WHEREAS, the Parties desire that Transmission Provider and Customer (as applicable) perform the Work (as such term is defined below) required to complete the Project, all on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual 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.

AGREEMENT

1. CERTAIN DEFINITIONS.

"Applicable Laws and Regulations" shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

"Applicable Reliability Standards" shall mean the requirements and guidelines of the North American Electric Reliability Corporation ("NERC"), the Western Electricity Coordinating Council ("WECC"), and the Balancing Authority Area of the Transmission System to which Customer is directly interconnected.

"Direct Assignment Facilities" shall mean facilities or portions of facilities that are constructed by Transmission Provider for the sole use/benefit of the Customer. Direct Assignment Facilities refers to those facilities from the Customer's facilities up to (but not including) the point of interconnection with the Transmission Provider's Transmission System. Direct Assignment Facilities shall be specified in this Agreement. The Customer will not recover the costs of Direct Assignment Facilities.

"Good Utility Practice" shall mean 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 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.

"Governmental Authority" shall mean any Federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, Transmission Provider, or any of their respective Affiliates.

"Network Upgrades" shall mean additions, modifications and upgrades to Transmission Provider's Transmission System required at or beyond the point at which Customer's facilities connect with Transmission Provider's Transmission System.

2. TERM; TERMINATION.

2.1. Term. This Agreement shall become effective upon the later of the following: (a) the date of execution by both Parties, or (b) the effective date established by the Federal Energy Regulatory Commission ("FERC") upon acceptance of this Agreement for filing or the approval by the FERC of this Agreement (such later date being the "Effective Date"), and shall remain in effect until the earlier of (x) the completion of the Work or (y) the earlier termination of this Agreement in accordance with Section 2.2 (the "Term").

2.2. Termination. This Agreement may be terminated:

(i) by Transmission Provider, in accordance with Section 4.6 (Revised Cost Estimate; Revised Customer Security; Revised Direct Assignment Facilities Costs; Termination); or

(ii) by Customer, in accordance with Section 12 (Right to Stop Work).

Notwithstanding clauses (i) and (ii) above, any termination of this Agreement (and the effectiveness thereof) shall be subject to acceptance by the FERC.

3. SCOPE OF WORK.

3.1. Project Description and Scope. In connection with the Proposed Decommissioning, various modifications to Transmission Provider's Transmission System will be required, as more fully described in Exhibit A (Estimated Scope of Work) (collectively, the "Work").

3.2. Transmission Provider Responsibilities for Work. Transmission Provider shall remove, relocate or decommission, or engineer, design, procure and install, as applicable, the portions of the Project that are designated as "Transmission Provider Responsibilities", as described in Exhibit A (Estimated Scope of Work).

3.3. Customer Responsibilities for Work. Customer shall remove, relocate or decommission, or engineer, design, procure and install, as applicable, the portions of the Project that are designated as "Customer Responsibilities", as described in Exhibit A (Estimated Scope of Work). Except as otherwise expressly stated in this Section 3.3 or Exhibit A (Estimated Scope of Work), Customer shall not be responsible for any of the Work.

4. OWNERSHIP; COST ESTIMATE; DIRECT ASSIGNMENT FACILITIES COSTS; NETWORK UPGRADE COSTS; CUSTOMER SECURITY; TERMINATION.

4.1. Ownership. Transmission Provider shall retain ownership of, and be responsible for the maintenance of, all Project equipment installed by Transmission Provider, and Customer shall retain ownership of, and be responsible for the maintenance of, all Project equipment installed by Customer.

4.2. Cost Estimate; Certain Assumptions.

4.2.1. Cost Estimate. As set forth in Exhibit A (Estimated Scope of Work), as of the date of this Agreement, Transmission Provider's estimated cost of performing the Work is $27,153,478.00 (the "Initial Cost Estimate"), of which (a) $3,623,220.00 constitutes Direct Assignment Facilities costs (the "Initial Direct Assignment Facilities Cost Estimate") and (b) $23,530,258.00 constitutes Network Upgrade costs.

4.2.2. Certain Assumptions. The Initial Cost Estimate includes engineering, labor, materials, subcontracts and applicable overheads, and is based, in part, on the following assumptions:

(i) the Initial Cost Estimate is based on calendar year 2021 dollars;

(ii) if construction is delayed, the Initial Cost Estimate likely will need to be adjusted;

(iii) no exceptional site preparation will be required;

(iv) the Project will be installed during normal business hours and will not require schedule compression or overtime; and

(v) no significant delays in obtaining required permits or real property rights.

4.3. Direct Assignment Facilities Costs; Final Direct Assignment Facilities Costs.

4.3.1. On the terms and subject to the conditions set forth in this Agreement, Customer agrees to pay to Transmission Provider the amount of all Direct Assignment Facilities costs with respect to the Work, including the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate (as defined below).

4.3.2. Customer shall pay to Transmission Provider an amount equal to the Initial Direct Assignment Facilities Cost Estimate within thirty (30) calendar days after the Effective Date.

4.3.3. Following the completion of the Work, Transmission Provider shall determine the total amount of all Direct Assignment Facilities costs incurred by Transmission Provider with respect to the Work, which amount shall include all direct costs and applicable overheads (the "Final Direct Assignment Facilities Costs").

4.3.4. If the Final Direct Assignment Facilities Costs exceed the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, Transmission Provider shall, within one hundred twenty (120) calendar days following the completion of the Work, deliver to Customer a written statement of the Final Direct Assignment Facilities Costs, together with an invoice in an amount equal to the difference between (x) the Final Direct Assignment Facilities Costs and (y) the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable. Customer shall pay such invoice within thirty (30) calendar days after receipt of such invoice.

4.3.5. If the Final Direct Assignment Facilities Costs do not exceed the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, Transmission Provider shall, within one hundred twenty (120) calendar days following the completion of the Work, (a) deliver to Customer a written statement of the Final Direct Assignment Facilities Costs, and (b) refund, by wire transfer of immediately available funds to an account specified by Customer, an amount equal to the difference between (x) the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, and (y) the Final Direct Assignment Facilities Costs.

4.4. Network Upgrade Costs. On the terms and subject to the conditions set forth in this Agreement, Transmission Provider agrees to pay the amount of all Network Upgrade costs with respect to the Work. Transmission Provider will commence the Work promptly following the Effective Date and after receipt from Customer of (a) an amount equal to the Initial Direct Assignment Facilities Cost Estimate in accordance with Section 4.3.2, and (b) the Customer Security in an amount equal to the Initial Cost Estimate minus the amount of the Initial Direct Assignment Facilities Cost Estimate in accordance with Section 4.5.

4.5. Customer Security.

4.5.1. In order to provide financial security to Transmission Provider for the Work that is to be performed by Transmission Provider under this Agreement, on or prior to the Effective Date, Customer has delivered to Transmission Provider either (a) a letter of credit meeting the requirements of Section 2(a) of Attachment L to the OATT, (b) a guaranty meeting the requirements of Section 2(b) of Attachment L to the OATT, or (c) other reasonable form of security acceptable to Transmission Provider (the "Customer Security"), in each case, in an amount equal to the Initial Cost Estimate minus the amount of the Initial Direct Assignment Facilities Cost

Estimate to be paid by Customer pursuant to Section 4.3.2, consistent with commercial practices as established by the Uniform Commercial Code.

4.5.2. The Parties agree that the Customer Security, and any Revised Customer Security (as such term is defined below), shall be available to Transmission Provider to settle any obligations of Customer under this Agreement (including obligations of Customer pursuant to Section 4.6 and Section 12).

4.5.3. The Customer Security, and any Revised Customer Security, shall remain outstanding and in full force and effect until the earlier of (a) the date as of which all of the Work has been completed and the Project has been installed, or (b) the date upon which Transmission Provider has received full payment by Customer for all Project Costs, Enhanced Project Costs, Stop-Work Project Costs or Enhanced Stop-Work Project Costs (as such terms are defined below), as applicable, in accordance with this Agreement (the "Security Termination Date").

4.5.4. Upon the occurrence of the Security Termination Date, (a) in the case of a letter of credit, Transmission Provider shall, within fifteen (15) calendar days after the Security Termination Date, return the remaining balance of such letter of credit to Customer, (b) in the case of a guaranty, Transmission Provider and Customer shall, within fifteen (15) calendar days after the Security Termination Date, use commercially reasonable efforts to execute and deliver a customary and mutually acceptable termination agreement with respect to such guaranty, and (c) in the case of other security, the Parties shall, promptly following the Security Termination Date, use commercially reasonable efforts to return, terminate or otherwise cancel such other security on terms mutually acceptable to the Parties.

4.6. Revised Cost Estimate; Revised Customer Security; Revised Direct Assignment Facilities Costs; Termination.

4.6.1. During the Term, if Transmission Provider determines that the cost of performing the Work may exceed the Initial Cost Estimate, Transmission Provider shall, within thirty (30) calendar days after making such determination, deliver a written notice to Customer (a "Revised Cost and Security Notice") that includes Transmission Provider's revised estimated cost of performing the Work (a "Revised Cost Estimate"), together with (a) an invoice in the amount of any increase to the Initial Direct Assignment Facilities Cost Estimate ("Revised Direct Assignment Facilities Cost Invoice"), if applicable, and (b) a request that Customer deliver to Transmission Provider an additional or replacement (x) letter of credit meeting the requirements of Section 2(a) of Attachment L to the OATT, (y) guaranty meeting the requirements of Section 2(b) of Attachment L to the OATT or (z) other reasonable form of security acceptable to Transmission Provider, in an additional or revised amount equal to the Revised Cost Estimate minus, if applicable, the amount of the Revised Direct Assignment Facilities Cost Invoice (the "Revised Customer Security").

4.6.2. Within fifteen (15) calendar days after Transmission Provider delivers to Customer the Revised Cost and Security Notice, Customer shall (a) deliver to Transmission Provider the Revised Customer Security and (b) and, if applicable, pay the Revised Direct Assignment Facilities Cost Invoice. Transmission Provider shall have no obligation to perform or

to continue to perform any of the Work until such time that Customer delivers to Transmission Provider the Revised Customer Security and, if applicable, pays the Revised Direct Assignment Facilities Cost Invoice. Upon Customer's delivery of the Revised Customer Security to Transmission Provider and, if applicable, payment of the Revised Direct Assignment Facilities Cost Invoice, the Parties agree that Exhibit A (Estimated Scope of Work) and Exhibit B (Estimated Schedule and Milestones) shall be amended, if necessary, to reflect any changes associated with the Revised Cost Estimate.

4.6.3. If Customer fails to deliver the Revised Customer Security to Transmission Provider and, if applicable, fails to pay the Revised Direct Assignment Facilities Cost Invoice, within such fifteen (15) calendar day period, Transmission Provider shall have the right to terminate this Agreement upon written notice to Customer (a "Termination Notice"); provided that Customer shall have a period of fifteen (15) calendar days after the date of the Termination Notice (the "Cure Period") in which to deliver the Revised Customer Security and, if applicable, to pay the Revised Direct Assignment Facilities Cost Invoice. If Customer fails to deliver the Revised Customer Security and, if applicable, fails to pay the Revised Direct Assignment Facilities Cost Invoice, within the Cure Period, this Agreement shall, without further action by either Party (but subject to acceptance by the FERC pursuant to Section 2.2), automatically terminate as of the date on which the Cure Period expires, and Customer shall be liable to Transmission Provider for the Project Costs or the Enhanced Project Costs, as applicable, subject to Section 4.8 (Network Upgrade Cost Refund Matters).

4.7. Project Costs; Enhanced Project Costs. Promptly following the expiration of the Cure Period, Transmission Provider shall determine, in its sole discretion, acting reasonably, if the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System.

4.7.1. If Transmission Provider determines that the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall promptly stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date on which the Cure Period expires, plus (y) interest on the costs described in clause (x) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay such Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security in an amount equal to the Project Costs.

4.7.2. If Transmission Provider determines that the Work cannot be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall, as soon as reasonably practical and in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good

Utility Practice, stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date on which the Cure Period expires, plus (y) the costs incurred by Transmission Provider after the date on which the Cure Period expires with respect to all system improvements or upgrades, including Network Upgrades, that Transmission Provider determines are reasonably necessary to maintain the safety and reliability of Transmission Provider's Transmission System, plus (z) interest on the costs described in clauses (x) and (y) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Enhanced Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Enhanced Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay such Enhanced Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security in an amount equal to the Enhanced Project Costs.

4.8. Network Upgrade Cost Refund Matters. The amount of Network Upgrade costs represented in the Project Costs or the Enhanced Project Costs, as applicable, whether paid directly by Customer to Transmission Provider or by Transmission Provider having drawn on the Customer Security, shall be refunded to Customer no later than six (6) calendar months after both of the following having occurred: (a) all applicable state regulatory authorities have approved the inclusion of such Network Upgrade costs in Transmission Provider's retail rates; and (b) Transmission Provider has included such Network Upgrade costs in its transmission formula rate under the OATT for a complete Annual Update cycle (including projection and true-up) in accordance with Attachment H-2 to the OATT, without successful challenge by Transmission Customers or other OATT customers resulting in such Network Upgrade costs not being included in Transmission Provider's transmission formula rate (collectively, the "Refund Conditions"). For the avoidance of doubt, in the event that both Refund Conditions have not been met, no Network Upgrade costs (whether as part of Project Costs or Enhanced Project Costs, as applicable) shall be refunded to Customer.

5. TAXES.

5.1. Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Customer to Transmission Provider in connection with the Project shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code ("IRC") and any applicable state income tax laws and shall not be taxable as contributions in aid of construction or otherwise under the IRC and any applicable state income tax laws. For purposes of this Section 5, payments made by Customer to Transmission Provider shall include a draw by Transmission Provider on Customer Security or Revised Customer Security pursuant to Section 4.

5.2. Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Transmission Provider. Notwithstanding Section 5.1, Customer shall protect, indemnify, and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Customer

to Transmission Provider under this Agreement for the Project, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Customer under this Agreement unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Customer to provide security in an amount calculated in the manner set forth in Section 5.3, in a form reasonably acceptable to Transmission Provider. Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Section 5.3, within thirty (30) calendar days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

5.3. Tax Gross-up Amount. Customer's liability for the cost consequences of any current tax liability under this Section 5 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Customer will pay Transmission Provider, in addition to the amount paid for the Project, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Customer to Transmission Provider under this Agreement (without regard to any payments under this Section 5) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (1) Current Taxes shall be computed based on Transmission Provider's composite Federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (2) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider's current weighted average cost of capital. Thus, the formula for calculating Customer's liability to Transmission Provider pursuant to this Section 5 can be expressed as follows:

(Current Tax Rate x (Gross Income Amount — Present Value of Tax Depreciation)) / (1-Current Tax Rate).

5.4. Contests. In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Customer, in writing, within thirty (30) calendar days of receiving notification of such determination by a Governmental Authority.

5.5. Refund. In the event that (a) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Customer to Transmission Provider under the terms of this Agreement is not taxable to Transmission Provider, (b) any abatement, appeal, protest, or other contest results in a determination that any payments made by Customer to Transmission Provider are not subject to Federal income tax, or (c) if Transmission Provider receives a refund from any Governmental Authority for any overpayment of tax attributable to any payment or property transfer by Customer to Transmission Provider pursuant to this Agreement, Transmission Provider shall promptly refund to Customer the following:

(i) any payment made by Customer under this Section 5 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon;

(ii) interest on any amounts paid by Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the Governmental Authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date payment was made by Customer to the date Transmission Provider refunds such payment to Customer; and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Customer only after and to the extent that Transmission Provider has received a tax refund, credit, or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Project.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for the Project hereunder, in the same position they would have been in had no such tax payments been made.

6. PROJECT SCHEDULE. As of the date of this Agreement, the Parties have agreed to the Estimated Schedule and Milestones attached as Exhibit B for the completion of the Project. All Project schedule milestones shall be best estimates of the time required to complete each Party's task at the time the schedule was developed.

7. STANDARD OF WORK. Each Party shall perform all of its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice. To the extent a Party is required to take, or is prevented from or limited in taking, any action by any of the foregoing, such Party shall not be deemed to be in breach of this Agreement for compliance therewith.

8. RECORDS. Transmission Provider shall keep accurate and complete accounting records in support of all cost billings and claims in accordance with generally accepted accounting principles. Upon request by Customer, Transmission Provider shall provide accounting records to Customer following completion of the Project.

9. INSPECTION. Customer may, at its discretion and expense, inspect Transmission Provider's construction work in progress for the Project upon reasonable notice to, and with supervision by, Transmission Provider. If applicable, Transmission Provider may, at its discretion and at Customer's expense, inspect Customer's construction work in progress for the Project upon reasonable notice to, and with supervision by, Customer. If applicable, Customer will provide testing results to Transmission Provider as specified in the applicable technical specifications for the Project.

10. TESTING. Before the new facilities required for the Project are energized, such new facilities shall be tested by Transmission Provider to ensure their safe and reliable operation in accordance with Good Utility Practice, Applicable Laws and Regulations and Applicable Reliability Standards. If testing indicates that modifications are required, (a) in the case of modifications that are Direct Assignment Facilities, Customer shall be responsible for the cost of all such modifications in accordance with Section 4.3, and Transmission Provider may deliver to Customer a Revised Cost Estimate for the Project and a Revised Direct Assignment Facilities Cost Invoice to reflect such modifications in accordance with Section 4.6, and (b) in the case of modifications that are Network Upgrades, Transmission Provider shall be responsible for the cost of all such modifications in accordance with Section 4.4, and Transmission Provider may deliver to Customer a Revised Cost Estimate for the Project to reflect such modifications in accordance with Section 4.6.

11. ACCESS. Either Party shall grant the other Party reasonable escorted access to the Project consistent with such access rights as are established in prior agreements between the Parties, provided that each Party provides reasonable notice and complies with the other Party's safety and security rules.

12. RIGHT TO STOP WORK.

12.1. Right to Stop Work; Termination. During the Term, Customer reserves the right, upon thirty (30) days' advance written notice to Transmission Provider, to require Transmission Provider to stop all Work on the Project (a "Stop-Work Notice"). If Customer delivers a Stop-Work Notice to Transmission Provider, this Agreement shall, without further action by either Party (but subject to acceptance by the FERC pursuant to Section 2.2), automatically terminate as of the date of the Stop-Work Notice and Customer shall be liable to Transmission Provider for the Stop-Work Project Costs or the Enhanced Stop-Work Project Costs (as each such term is defined below).

12.2. Stop-Work Project Costs; Enhanced Stop-Work Project Costs. Upon Transmission Provider's receipt of a Stop-Work Notice, Transmission Provider shall determine, in its sole and reasonable discretion, if the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System.

12.2.1. If Transmission Provider determines that the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall promptly stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date of the Stop-Work Notice, plus (y) interest on the costs described in clause (x) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Stop-Work Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Stop-Work Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay the Stop-Work Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security or the Revised Customer Security, as applicable, in an amount equal to the Stop-Work Project Costs.

12.2.2. If Transmission Provider determines that the Work cannot be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall, as soon as reasonably practical and in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice, stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date of the Stop-Work Notice, plus (y) the costs incurred by Transmission Provider after the date of the Stop-Work Notice with respect to all system improvements or upgrades, including Network Upgrades, that Transmission Provider determines are reasonably necessary to maintain the safety and reliability of Transmission Provider's Transmission System, plus (z) interest on the costs described in clauses (x) and (y) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Enhanced Stop-Work Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Enhanced Stop-Work Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay the Enhanced Stop-Work Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security or the Revised Customer Security, as applicable, in an amount equal to the Enhanced Stop-Work Project Costs.

12.2.3. Network Upgrade Cost Refund Matters. The amount of Network Upgrade costs represented in the Stop-Work Project Costs or the Enhanced Stop-Work Project Costs, as applicable, whether paid directly by Customer to Transmission Provider or by Transmission Provider having drawn on the Customer Security or the Revised Customer Security, shall be refunded to Customer no later than six (6) calendar months after both of the following having occurred: (a) all applicable state regulatory authorities have approved the inclusion of such Network Upgrade costs in Transmission Provider's retail rates; and (b) Transmission Provider has included such Network Upgrade costs in its transmission formula rate under the OATT for a complete Annual Update cycle (including projection and true-up) in accordance with Attachment

H-2 to the OATT, without successful challenge by Transmission Customers or other OATT customers resulting in such Network Upgrade costs not being included in Transmission Provider's transmission formula rate (collectively, the "Stop-Work Refund Conditions"). For the avoidance of doubt, in the event that both Stop-Work Refund Conditions have not been met, no Network Upgrade costs (whether as part of Stop-Work Project Costs or Enhanced Stop-Work Project Costs, as applicable) shall be refunded to Customer.

13. GOVERNING LAW. Enforcement or interpretation of this Agreement shall be in the state courts of the State of Oregon, and all Parties hereby submit to the jurisdiction of said courts for the stated purpose. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

14. NO PARTNERSHIP. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

15. ASSIGNMENT. 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 with respect to the Project; 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 of Transmission Provider includes any entity in which Berkshire Hathaway, Inc. owns more than a 5% interest, over which Berkshire Hathaway exercises management control. Should such assignment take place, Transmission Provider will provide written notice to Customer. Customer shall not assign its rights, nor delegate its obligations, under this agreement without the prior written consent of Transmission Provider, which shall not be unreasonably withheld, and any attempted assignment, delegation or other transfer in violation of this restriction shall be void.

16. PROVISIONAL REMEDIES. Either Party may seek provisional legal remedies, if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

17. ENTIRE CONTRACT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly set forth herein.

18. NOTICES. Any correspondence regarding this Agreement shall be directed to the appropriate party (or parties) as shown below:

Customer: VP, Energy Supply Management
825 NE Multnomah St, Suite 600
Portland, OR 97232

Transmission Provider: Vice President, Transmission Services

825 NE Multnomah St., 1600
Portland, OR 97232

19. PAYMENT. Except as otherwise provided in this Agreement, all payments shall be sent to:

US Mail Deliveries: PacifiCorp Transmission
P.O. Box 2757
Portland, OR 97208

Other Deliveries: PacifiCorp Transmission
Attn: Central Cashiers
825 NE Multnomah St., Suite 550
Portland, OR 97232

20. INDEMNIFICATION. Customer shall indemnify and hold harmless Transmission Provider, including its officers, employees, contractors and agents (collectively, the "Indemnified Parties"), from and against any and all actual or alleged liability, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorneys' fees (individually, a "Loss" and collectively, "Losses"), arising in any way in connection with, or related to Customer's or the Indemnified Parties' performance of Work and other obligations under this Agreement, excluding any third-party claims directly attributable to the sole negligence of the Indemnified Parties. Customer's indemnification obligations set forth herein shall not be limited by workers' compensation, disability, or employee benefit laws applicable to Customer or any Indemnified Party. At the request of an Indemnified Party, Customer shall defend any action, claim, or suit asserting a Loss that might be covered by this indemnity. If an Indemnified Party makes such election under the preceding sentence, (a) counsel for Customer who shall conduct the defense of such action, claim, or suit shall be reasonably satisfactory to the Indemnified Party; (b) the Indemnified Party may participate in such defense; and (c) Customer may not settle any such action, claim, or suit without the consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. Customer shall pay all costs and expenses that may be incurred by any Indemnified Party in enforcing this indemnity and defense agreement, including attorneys' fees actually paid by any Indemnified Party.

21. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as specifically authorized by this Agreement.

22. FORCE MAJEURE.

22.2. A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the operation and effect of any new or modified rules, regulations, and orders promulgated by FERC, any applicable state public

utility commission, or any Governmental Authority, including NERC and WECC (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such governmental action); (b) restraining order, injunction, or similar decree of any court; and (c) any Force Majeure event.

22.3. "Force Majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

22.4. The Party claiming Force Majeure shall make every reasonable attempt to either mitigate or remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

23. SUCCESSORS. This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

24. SEVERABILITY. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (a) such portion or provision shall be deemed separate and independent, (b) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (c) the remainder of this Agreement shall remain in full force and effect.

25. 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.

26. MULTIPLE COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

27. CONTRACTORS AND SUBCONTRACTORS. Nothing in this Agreement shall prevent Transmission Provider or Customer (if applicable) from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that Transmission Provider and Customer (if applicable) shall require any third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

28. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

29. SURVIVAL. All payment obligations and liabilities incurred before the termination or expiration of this Agreement will survive its termination or expiration.

30. MODIFICATIONS OR AMENDMENTS. Except as set forth in Section 4.6.2, no modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by an authorized representative of each Party. All modifications or amendments to this Agreement, if originally filed at FERC, will be filed by Transmission Provider as an amended and restated agreement.

31. RECITALS. The above stated recitals are incorporated into and made part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

32. WAIVER. Waiver of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.

33. DISPUTE RESOLUTION.

33.1. Submission. 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. In the event the designated 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, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have at law or in equity.

33.2. Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) calendar days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) calendar days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and,

except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

33.3. Arbitration Decisions. Unless otherwise agreed in writing by the Parties, the arbitrator(s) shall render a decision within ninety (90) calendar days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties (absent manifest error), and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms, and conditions of service.

33.4. Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (b) one-half the cost of the single arbitrator jointly chosen by the Parties.

[Signature page follows.]

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

PacifiCorp, acting in its transmission function capacity

Rick Vail Digitally signed by Rick Vail Date: 2023.09.13 13:09:50 -07'00'

Signature

Rick Vail

Printed Name of Signor

Vice President, Transmission

Title of Signor

09/13/2023

Date

PacifiCorp, acting in its energy supply management capacity

Michael Wilding Michael Wilding 2023.09.06 09:49:08 -07'00'

Signature

Michael Wilding

Printed Name of Signor

VP, Energy Supply Management

Title of Signor

Date

Exhibit A
Estimated Scope of Work

1. J.C. BOYLE POWER PLANT

- The J.C. Boyle substation will be removed. It will be necessary to tie together the 230 kV transmission line that currently connects via the J.C. Boyle substation. All the transmission structures not used for the connection to bypass the substation will be removed. PacifiCorp may salvage the transformers and any other usable equipment from the substation.
- The local village houses for plant operators at J.C. Boyle dam will remain during the dam removal process, as requested by Customer, but the residences will ultimately be removed. This will be served through the existing distribution system via Hamaker Substation, Mountain Feeder 5L56.

1.1. JC BOYLE SUBSTATION

1.1.1. CUSTOMER RESPONSIBILITIES

- Remove 548' of perimeter fence, 6 – lightning arresters, 2– 22 "A" structures, 2 – tower "D", 1 – tower "B", 6 – bus supports, 4 – 10' switch structures, & 6 – CCVT structures.
- Several foundations shall be demolished to 36" below grade and the land subsequently restored back to grade. This includes approximately 150' of cable trench, 6 – lightning arrester foundations, 3 – transformer pads, 3 – OCB foundations, 8 – 22 "A" structure foundations, 8 – tower "D", 4 – "G" foundations,1 – Tower "B" foundation, 6 – bus support foundations, 1 – 12kV breaker foundation, 16 – 10' switch structures, and 6 – CCVT structures
- If existing communications between JC Boyle forebay and JC Boyle plant are determined to be not salvageable equipment by Transmission Provider, they will be left for Customer's use, Customer will then be responsible for the eventual removal and disposal of the following equipment:
  - Any remaining fiber between Plant, Dam, and Forebay comm site.
  - Any remaining communication racks
  - Comm site building, Lattice Tower, microwave antenna and feedline.
- Site restoration to original vegetation will be required.

1.1.2. *TRANSMISSION PROVIDER RESPONSIBILITIES*

- All equipment will be removed and put into system spares. This is estimated to include the following:
  - CB 1L35 & CB 1L36
  - SW 1L727, SW 1L726, SW 1L725, SW 1L724, SW 1L37, SW 1L21 & SW 1L62
  - Transformer Bank 1 & Transformer Bank 2
  - VT7 & VT8
- 2 - Tower "C" shall be modified to tie the transmission lines together.
- Install ~280' of standard PacifiCorp 7' fence around the two remaining structures. The new section of fence will be grounded.
- The Spill Prevention Control and Countermeasure (SPCC) plan shall be updated internally for the removed equipment.

- Removal of the relay panels from the JC Boyle HE Plant and associated switchyard is required. [With this, the 230 kV line Klamath Falls-JC Boyle-COPCO 2 (line #59), will become Klamath Falls-COPCO 2. Scopes for those two substations are described in the corresponding P&C changes.]
- Remove and salvage the existing metering.
- Remove legacy L&G RTU and salvage useful components. Remove the database from Monarch. This will require a model update with CAISO.
- Remove Microwave System between Hamaker Mtn, JC Boyle Forebay comm site. Remove the antenna and feedline at Hamaker Mtn.
- Determine if existing communications between JC Boyle forebay and JC Boyle plant contain any salvageable equipment.
    - If salvageable, remove fiber between Plant, Dam, and Forebay comm site. All comm racks to be removed. Salvage microwave radio and Sageon charger system. Remove DC battery plant. Remove Comm site building, Lattice Tower, microwave antenna and feedline. Remove fiber cable to plant and dam.
    - If not salvageable, leave communications equipment in place for use by Customer.

1.2. *TRANSMISSION LINE*

1.2.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the transmission line tie-in to J.C. Boyle Substation.
- Construct a new span of transmission line to connect structures 4/53 and 5/53. Existing structures 4/53 and 5/53 will be replaced with TI451 structures. The new str. 5/53 will be installed in roughly the same location as existing 5/35 while str. 4/53 will be installed on the other side of the gravel access road in line with the existing span coming from str. 3/53.

1.3. DISTRIBUTION LINE

1.3.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.3.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the 12 kV distribution line between JC Boyle dam and JC Boyle substation including approximately 2.1 miles of conductor, 41 poles and transformers at two locations between pole 01440006.0-017301 and JC Boyle Substation.
- Remove two spans of 12 kV distribution line at JC Boyle dam including overhead conductor, two poles and pole mounted transformers at two locations and one pad mount transformer at JC Boyle dam.
- Coordinate the timing of the removal of the distribution facilities with the need for temporary power.

1.4. KLAMATH FALLS SUBSTATION

1.4.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.4.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Establish communications between Klamath Falls and COPCO 2 for the protection of this 230kV line (#59). New settings are needed for the relays at both line ends. The one-line, control schematics and communication drawings need to be updated. Add any necessary points to the SCADA system needed for the protection and communication scope changes.
- Upgrade the existing STEP configuration line relays to POTTD configuration to communicate with the new line configuration.
- Provision new circuits between Klamath Substation and Copco 2 230 kV.
- Install SEL FO Transceivers for LS-Optical (C37.94) interface to loop channel bank from SEL321 line relays.
- Provision a circuit on the microwave to Mt Baldy for handoff to 230 kV fiber to Copco 2 230 kV.
- Provision circuits to Klamath via fiber/microwave tie point at Mt Baldy.

2. COPCO NO. 1 POWER PLANT

- Remove the Copco No. 1 dam, decommission the Copco No. 1 hydro plant and remove the Copco No. 1 switch yard.

2.1. COPCO NO. 1 POWER PLANT AND SWITCH YARD

2.1.1. CUSTOMER RESPONSIBILITIES

- Remove ~360' of perimeter fence, 2 – deadend structures, 1 – 2-bay box structure & 1 – 1-bay box structure.
- Remove foundations to 36" below grade restore the land back to grade. This includes approximately 2 – 69kV CB foundations, 4 – deadend structures, 6 – 2-bay box structures, 4 – 1-bay box structure & 1 – YTC foundation.
- Copco 1 Area
  - Remove primary distribution originating from 06248004.0- 293261 (two taps), 293263 and 293260 consisting of 1.0 circuit miles of conductor, ~22 poles and pole mounted transformers at 5 locations.
  - Relocate 0.3 miles of 12 kV distribution circuit between 06248004.0-291160 and 293263. Install #1/0 Al Spacer Cable. The facilities are in HFTD tier 2.
- Remove all protection panels associated with COPCO 1 switch yard.
- Remove and dispose of obsolete substation instrument transformers.
- If communications between Copco No. 1 Plant and substation is left for Customer's use, Customer will be responsible for the removal and disposal of any remaining equipment including SEL ethernet switch and remaining fiber cable to Copco II.

2.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding power for the remaining residence.
- Removed equipment will be put into system spares or salvage as appropriate.
- Remove and salvage the substation meters on the high side transformer.
- Remove ICCP points in the Monarch database and update relevant system model information with CAISO.
- Determine if existing communications from Copco 1 Plant and substation contains any salvageable equipment.
    - If salvageable, remove and place into system spares.
    - If not salvageable, leave communications equipment in place for use by Customer.

2.2. TRANSMISSION LINE

2.2.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

2.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the two 69 kV ~0.07-mile tie lines between Copco 1 Hydro Plant and Copco 1 switch yard in coordination with the plant decommissioning and substation removal.
- Remove the ~1.6-mile Fall Creek-Copco 1 69 kV transmission line between Copco 1 switch yard and switch structure 9X1/2 in coordination with the substation removal.
    - Remove transmission conductor on structures that have distribution underbuild.
    - Remove transmission structures and conductor on strictly transmission structures.
    - Remove the switch at Str. 9X1/2 and reframed the structure to TF142.
- Remove the overhead transmission conductor on ~1.29-mile 69 kV transmission line from Copco 1 switch yard to Copco No. 2 Plant substation leaving the poles and the distribution underbuilt.
- Where 2 and 3 pole structures reside along the removed line, remove any extra poles that no longer have distribution.

3. COPCO NO. 2 POWER PLANT

- Disconnect the Copco No. 2 H. E. Plant substation from the Copco No. 2 hydro plant.
- Remove the powerhouse and the buried electrical lines after locating and modifying any permanent substation protection and control wiring that may be routed through the Copco No. 2 generation building.

3.1. COPCO NO. 2 POWER PLANT

3.1.1. CUSTOMER RESPONSIBILITIES

- Remove 2 – 69 kV 1PH CCVT structures, 6 – 115 kV 1 PH CTVT structures and 2 – 115 kV switch structures

- Demolish foundations to 36" below grade and restore the land back to grade for approximately 2 – XFMR foundations w/ containment basin, 1 – 115 kV CB foundation, 2 – 69 kV CB foundations, 2 – 69 kV CCVT, 6 – 115 kV CTVT foundation and 4 – 115kV switch foundations.
- Coordinate the removal of power facilities during dam removal and remove such remaining facilities after dam removal is completed.
- Remove service drops to village housing and associated overhead transformers and primary line as appropriate.

3.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding any residence that will remain connected to power. Remove all other remaining distribution elements serving any other local village houses.
- Copco 2 Area:
  - Remove one span overhead conductor to pole 06248004.0-312901 and remove pole 312901. Remove pad mount transformer at 312980.
- Removed equipment will be put into system spares or salvage as appropriate.
- Install conductor in place of the removed breaker. All conductor will be sized to meet or exceed the ratings of the equipment.
- Conduit will be installed as required to Transmission Provider standards.
- Remove the relay panels associated with the two interconnection lines to the COPCO 2 H.E. plant (to be removed), except for one of the two KAB bus differential panels currently used to protect the interconnections to COPCO 2 H.E. plant. As CB 2G167 will be removed, there will be a bus section between CB 2G166 and CB 2G164 that will need to be protected. The unremoved panel with KAB bus differential relays will be rewired to protect the previously mentioned bus section. The relays must be connected to CT #57 (2G166) and CT #48 (2G164) using one of the existing junction boxes. The settings of the KAB relays must be reviewed.
- Remove the relay panels associated with the interconnection line to the Iron Gate H. E. plant (to be removed).
- Remove the relay panels associated with the interconnection line to the Copco No. 1 switch yard.
- Review and recalculate new settings for all the lines connected to COPCO 2 that are left after the plants decommissioning.
- Remove transformer 1 and 2 115 kV high side meters.
- Modify and submit databases to remove points associated with the equipment being removed. Will require database modifications for both the 115 kV yard RTU and the 230 kV yard RTUs. Configurations for both D20 RTUs will need to be modified.
- Remove hydro controls and security comm equipment from dispatch building adjacent to 115 kV substation. Disconnect lease to HCC. Provision protection circuits via fiber to Mt. Baldy to carry on microwave back to Klamath Falls.

- Remove any remaining Hydro controls and security routers at dispatch center.

3.2. TRANSMISSION LINE

3.2.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

3.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the ~6.5-mile 69 kV transmission line between Irongate and Copco No. 2 plant.
    - Remove transmission conductor on structures that have distribution underbuild, leaving the structures where distribution underbuild remains between str. 1/006 and 2/007.
    - Remove transmission structures and conductor on 43 strictly transmission structures.
- Coordinate the line removal with the Substation and Hydro Plant removal.
- Coordinate between distribution and transmission design to avoid structure removals that can remain in place to avoid installing new distribution structures.

3.3. COPCO NO. 2 230KV SWITCH YARD

- This switch yard is north of the Copco No. 2 hydro plant on a bluff north of the river. This is a transmission system facility independent of the Lower Klamath Project and must remain, along with all its connections.
- This yard will also be expanded to relocate the 115-69 kV transmission and distribution facilities from the Copco No. 2 H.E. Plant substation.

3.3.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

3.3.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- With the removal of J.C. Boyle substation, the 230 kV line Klamath Falls-JC Boyle- COPCO 2 (line #59), will become Klamath Falls-COPCO 2. The line relays at COPCO 2 are SEL-321 in POTTD configuration, the relays at Klamath Falls (CB 1L59) are also SEL-321 but in STEP configuration. These relays at Klamath Falls need to be upgraded to POTTD for this 230 kV line. Communications must be established between Klamath Falls and COPCO 2 for the protection of this 230 kV line (#59). New settings are needed for the relays at both line ends. The one-line, control schematics and communication drawings will need to be updated.
- As identified in the Flood Study, the 69 kV yard, 115-69 kV transformer and the distribution substation need to be relocated from the Copco No. 2 Plant substation to the Copco No. 2 230 kV switch yard.
- Installation of flood protection barrier at the Copco 2 115/69 kV substation.
- Expand Copco No. 2 230 kV switch yard to expand the 115 kV ring bus

to a breaker-and-a-half configuration, construct 69 kV ring bus, install 115-69 kV transformer, add 69-12.0 kV distribution substation to supply existing 12 kV circuit 5G6 (Daggett Feeder) and install new control house.

- Install 230 kV, 28 MVAR capacitor bank at Copco No. 2 230 kV substation to maintain 230 kV system voltage within the target operating range following removal of the hydro generation. Based on standard capacitor bank voltage specifications, this capacitor will need to be specified as 247.3 kV, 32.4 MVAR in order to provide the required 28 MVAR at 230 kV operation. This new capacitor will restore the 230 kV bus voltage at Copco No. 2 and Klamath Falls to the pre-hydro removal case. This will require the installation of 1 – 230 kV circuit breaker (bus), 1 – 230 kV circuit breaker/cap switching device (capacitor bank position), 1 – 230 kV group operated switch (capacitor bank position), 2 – 230 kV group operated switches (bus) and 1 – 230 kV shunt capacitor bank.
- Verify comm cable to Copco 2 Hill top, move as required to avoid demolition conflicts. Remove hydro controls equipment. Provision channels to Klamath Falls 230 kV for line protection via Mt. Baldy.

4. IRON GATE POWER PLANT

- Remove the Iron Gate substation and decommission the hydro plant.
- Complete required electrical work to connect the second feed from PacifiCorp's Hornbrook Substation to the Iron Gate Hatchery to carry the load, supply the correct nominal voltage, and install metering equipment.

4.1. IRON GATE POWER PLANT

4.1.1. CUSTOMER RESPONSIBILITIES

- Coordinate the removal of the power and facilities for all facilities that will need power during the removal of the dam. Remove such remaining facilities after the removal of the dam is completed.
- Remove Irongate distribution consisting of 0.52 circuit miles of overhead conductor, 10 poles and overhead transformers at two locations.
- Remove isolation bank transformers at 06247005.0-179804 and 179803.
- Remove service drops to village housing and associated transformer(s) as appropriate.
- Timing of the distribution facilities removal must coordinate with the use of the distribution facilities for temporary power.

4.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding any residence that will remain connected to power. Remove all other remaining distribution elements that serve any other local village houses
- Remove all protection panels.
- All metering is obsolete and not salvageable. Remove meters.
- Remove ICCP points in the Monarch database and update relevant system model information with CAISO.

- Remove and decommission Soda Mtn to Iron Gate microwave system and Iron Gate Comm equipment. Permitting requirements to be evaluated prior to the associated Microwave Repeater removal.
- Microwave Repeater foundations shall be demolished to 36" below grade.
- Remove all comm equipment at Iron Gate Plant, Iron Gate Passive Repeater and Radio and Antenna at Soda Mountain microwave site for Iron Gate.
- Salvage channel bank, microwave radios, DSX panels, Cisco Hardware, fuse panels. Scrap batteries and charger.
- Remove Antenna at Soda Mtn, Iron Gate plant, Passive Repeater on hillside above Iron Gate plant, monopole at Iron Gate plant, remove all waveguide and Ice Bridge at plant. Salvage antennas if able to.

5. DATA REQUIREMENTS

5.1. *CUSTOMER RESPONSIBILITIES*

- Coordinate, as needed, providing the Transmission Provider with any necessary information to facilitate updates to the data submissions and modeling changes required for the Project.

5.2. *TRANSMISSION PROVIDER RESPONSIBILITIES*

- Facilitation of the network topography change to be made in the Transmission Provider's system model coordinating with the CAISO model of Transmission Provider's system. CAISO deployments of model changes occur every 3 months and require the submission of the model changes to be submitted in a timely manner in accordance with CAISO's schedule for model changes.
- Coordination with the Customer, if needed, to generate the new points list and modification of the EMS & CAS databases to incorporate the system changes in the Balancing Area Authority.

Exhibit B
Estimated Schedule and Milestones

The estimated timeframe starts upon execution of this Agreement between the Parties. Resources will be assigned upon receipt of approval from the applicable Governmental Authority. The estimated schedule and milestones are driven by the below timeframes which may be adjusted through the course of the Project. If there is a delay in any of the below activities, there will be, at a minimum, a day-for-day slip in the entire schedule. Any delays in the Project have the potential to affect the entire schedule.

The estimated schedule and milestones include the following assumptions:

a) Permitting can be concluded in six months.
b) Design, procurement, and delivery of 230 kV Shunt Capacitor will take nine months or less.

Milestones	**Estimated Timeframe (From the Effective Date of this Agreement, unless otherwise specified)**
*Engineering design commences after execution of Engineering & Procurement Agreements	2/28/22
Major materials procurement commences	5/2/22
Construction Begins (Tentative)	3/27/23
Construction Complete (Tentative)	12/31/25
Testing Complete	four weeks after construction
**Commissioning Complete	six weeks after construction

*Any design modifications to the Project after this date requiring updates to the Transmission Provider's network model will result in a minimum of 3 months added to all future milestones including In-Service.

**If applicable to the Project, Transmission Provider requires a minimum of five business days to review commissioning forms once construction is complete. If determined that any commissioning forms are not acceptable it will result in a minimum of a day for day adjustment of the remaining milestones of this Project.

Enclosure 2
Redline of First Revised Rate Schedule No, 769, as compared to Rate Schedule No. 769

AMENDED AND RESTATED PROJECT CONSTRUCTION AGREEMENT
PROJECT TITLE: PACIFICORP ENERGY SUPPLY MANAGEMENT / KLAMATH DECOMMISSIONING

This AMENDED AND RESTATED PROJECT CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of ~~July 25~~September 13, ~~2022~~2023, by and between PacifiCorp, an Oregon corporation, acting in its transmission function capacity ("Transmission Provider"), and PacifiCorp, an Oregon corporation, acting in its energy supply management capacity ("Customer"). Transmission Provider and Customer are also each referred to herein as a "Party" and, collectively, as the "Parties."

RECITALS

A. WHEREAS, Transmission Provider has an Open Access Transmission Tariff ("OATT") on file with the Federal Energy Regulatory Commission ("FERC") and provides various services to transmission and interconnection customers, including Customer, in accordance therewith;

B. WHEREAS, Customer's Copco No. 1, Copco No. 2, Iron Gate, and J.C. Boyle hydropower developments in southern Oregon and northern California (the "Lower Klamath Project") are planned to be decommissioned by the Klamath River Renewal Corporation ("KRRC") and the States of California and Oregon consistent with the Klamath Hydroelectric Settlement Agreement ("KHSA"), and the Lower Klamath Project will be decommissioned upon: (1) approval by FERC of the KRRC's pending license surrender application; and (2) transfer of the FERC license from Customer to the KRRC and the States of California and Oregon as co-licensees;

~~C. WHEREAS, Customer is in the process of planning the decommissioning of its East Side and West Side hydropower developments in southern Oregon, which are part of the Klamath Hydroelectric Project (as such terms are defined in the KHSA), pursuant to the KHSA and Customer's pending relicensing application for the Klamath Hydroelectric Project before FERC, and the East Side development and the West Side development will be decommissioned upon approval by FERC;~~

C. ~~D.~~ WHEREAS, Customer provided Transmission Provider with a Copco No. 2 Flood Risk Study report (the "Flood Risk Study") which identifies the possible flood levels estimated at the Copco No. 2 69/115 kV substation following the proposed decommissioning of the Lower Klamath Project (collectively, the "Proposed Decommissioning");

D. ~~E.~~ WHEREAS, in connection with the Flood Risk Study and the Proposed Decommissioning, Customer requested that Transmission Provider assess the impact of the Flood Risk Study and the Proposed Decommissioning on Transmission Provider's Transmission System;

E. ~~F.~~ WHEREAS, Transmission Provider provided to Customer a Decommissioning Study report completed on February 18, 2021, as revised on May 25, 2021, and as further revised on August 6, 2021, which identifies certain facilities (as more fully described in this Agreement, including Exhibit A (Estimated Scope of Work), the "Project") that are required to be removed, relocated or decommissioned, or engineered, designed, procured and installed on, Transmission Provider's Transmission System in order to maintain Transmission Provider's Transmission System following the Proposed Decommissioning;

F. ~~G.~~ WHEREAS, the Parties have previously executed Engineering and Procurement Agreements dated as of September 16, 2021, and December 2, 2021, to advance the implementation of the Project prior to the execution of this Agreement; and

G. WHEREAS, the Parties have previously executed this Project Construction Agreement dated as of July 25, 2022, and the Parties desire to amend and restate this Project Construction Agreement to update Exhibit A, Estimated Scope of Work, and update the estimated costs for this Project; and

H. WHEREAS, the Parties desire that Transmission Provider and Customer (as applicable) perform the Work (as such term is defined below) required to complete the Project, all on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual 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.

AGREEMENT

1. CERTAIN DEFINITIONS.

"Applicable Laws and Regulations" shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

"Applicable Reliability Standards" shall mean the requirements and guidelines of the North American Electric Reliability Corporation ("NERC"), the Western Electricity Coordinating Council ("WECC"), and the Balancing Authority Area of the Transmission System to which Customer is directly interconnected.

"Direct Assignment Facilities" shall mean facilities or portions of facilities that are constructed by Transmission Provider for the sole use/benefit of the Customer. Direct Assignment Facilities refers to those facilities from the Customer's facilities up to (but not including) the point of interconnection with the Transmission Provider's

Transmission System. Direct Assignment Facilities shall be specified in this Agreement. The Customer will not recover the costs of Direct Assignment Facilities.

"Good Utility Practice" shall mean 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 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.

"Governmental Authority" shall mean any Federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, Transmission Provider, or any of their respective Affiliates.

"Network Upgrades" shall mean additions, modifications and upgrades to Transmission Provider's Transmission System required at or beyond the point at which Customer's facilities connect with Transmission Provider's Transmission System.

2. TERM; TERMINATION.

2.1. Term. This Agreement shall become effective upon the later of the following: (a) the date of execution by both Parties, or (b) the effective date established by the Federal Energy Regulatory Commission ("FERC") upon acceptance of this Agreement for filing or the approval by the FERC of this Agreement (such later date being the "Effective Date"), and shall remain in effect until the earlier of (x) the completion of the Work or (y) the earlier termination of this Agreement in accordance with Section 2.2 (the "Term").

2.2. Termination. This Agreement may be terminated:

(i) by Transmission Provider, in accordance with Section 4.6 (Revised Cost Estimate; Revised Customer Security; Revised Direct Assignment Facilities Costs; Termination); or

(ii) by Customer, in accordance with Section 12 (Right to Stop Work).

Notwithstanding clauses (i) and (ii) above, any termination of this Agreement (and the effectiveness thereof) shall be subject to acceptance by the FERC.

3. SCOPE OF WORK.

3.1. Project Description and Scope. In connection with the Proposed Decommissioning, various modifications to Transmission Provider's Transmission System will

be required, as more fully described in Exhibit A (Estimated Scope of Work) (collectively, the "Work").

3.2. Transmission Provider Responsibilities for Work. Transmission Provider shall remove, relocate or decommission, or engineer, design, procure and install, as applicable, the portions of the Project that are designated as "Transmission Provider Responsibilities", as described in Exhibit A (Estimated Scope of Work).

3.3. Customer Responsibilities for Work. Customer shall remove, relocate or decommission, or engineer, design, procure and install, as applicable, the portions of the Project that are designated as "Customer Responsibilities", as described in Exhibit A (Estimated Scope of Work). Except as otherwise expressly stated in this Section 3.3 or Exhibit A (Estimated Scope of Work), Customer shall not be responsible for any of the Work.

4. OWNERSHIP; COST ESTIMATE; DIRECT ASSIGNMENT FACILITIES COSTS; NETWORK UPGRADE COSTS; CUSTOMER SECURITY; TERMINATION.

4.1. Ownership. Transmission Provider shall retain ownership of, and be responsible for the maintenance of, all Project equipment installed by Transmission Provider, and Customer shall retain ownership of, and be responsible for the maintenance of, all Project equipment installed by Customer.

4.2. Cost Estimate; Certain Assumptions.

4.2.1. Cost Estimate. As set forth in Exhibit A (Estimated Scope of Work), as of the date of this Agreement, Transmission Provider's estimated cost of performing the Work is ~~$21,454,690.00~~27,153,478.00 (the "Initial Cost Estimate"), of which (a) ~~$4,812,513.00~~3,623,220.00 constitutes Direct Assignment Facilities costs (the "Initial Direct Assignment Facilities Cost Estimate") and (b) ~~$16,642,177.00~~23,530,258.00 constitutes Network Upgrade costs.

4.2.2. Certain Assumptions. The Initial Cost Estimate includes engineering, labor, materials, subcontracts and applicable overheads, and is based, in part, on the following assumptions:

(i) the Initial Cost Estimate is based on calendar year 2021 dollars;

(ii) if construction is delayed, the Initial Cost Estimate likely will need to be adjusted;

(iii) no exceptional site preparation will be required;

(iv) the Project will be installed during normal business hours and will not require schedule compression or overtime; and

(v) no significant delays in obtaining required permits or real property rights.

4.3. Direct Assignment Facilities Costs; Final Direct Assignment Facilities Costs.

4.3.1. On the terms and subject to the conditions set forth in this Agreement, Customer agrees to pay to Transmission Provider the amount of all Direct Assignment Facilities costs with respect to the Work, including the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate (as defined below).

4.3.2. Customer shall pay to Transmission Provider an amount equal to the Initial Direct Assignment Facilities Cost Estimate within thirty (30) calendar days after the Effective Date.

4.3.3. Following the completion of the Work, Transmission Provider shall determine the total amount of all Direct Assignment Facilities costs incurred by Transmission Provider with respect to the Work, which amount shall include all direct costs and applicable overheads (the "Final Direct Assignment Facilities Costs").

4.3.4. If the Final Direct Assignment Facilities Costs exceed the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, Transmission Provider shall, within one hundred twenty (120) calendar days following the completion of the Work, deliver to Customer a written statement of the Final Direct Assignment Facilities Costs, together with an invoice in an amount equal to the difference between (x) the Final Direct Assignment Facilities Costs and (y) the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable. Customer shall pay such invoice within thirty (30) calendar days after receipt of such invoice.

4.3.5. If the Final Direct Assignment Facilities Costs do not exceed the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, Transmission Provider shall, within one hundred twenty (120) calendar days following the completion of the Work, (a) deliver to Customer a written statement of the Final Direct Assignment Facilities Costs, and (b) refund, by wire transfer of immediately available funds to an account specified by Customer, an amount equal to the difference between (x) the amount of the Initial Direct Assignment Facilities Cost Estimate and any increase in the amount of Direct Assignment Facilities costs reflected in any Revised Cost Estimate, if applicable, and (y) the Final Direct Assignment Facilities Costs.

4.4. Network Upgrade Costs. On the terms and subject to the conditions set forth in this Agreement, Transmission Provider agrees to pay the amount of all Network Upgrade costs with respect to the Work. Transmission Provider will commence the Work promptly following the Effective Date and after receipt from Customer of (a) an amount equal to the Initial Direct Assignment Facilities Cost Estimate in accordance with Section 4.3.2, and (b) the Customer

Security in an amount equal to the Initial Cost Estimate minus the amount of the Initial Direct Assignment Facilities Cost Estimate in accordance with Section 4.5.

4.5. Customer Security.

4.5.1. In order to provide financial security to Transmission Provider for the Work that is to be performed by Transmission Provider under this Agreement, on or prior to the Effective Date, Customer has delivered to Transmission Provider either (a) a letter of credit meeting the requirements of Section 2(a) of Attachment L to the OATT, (b) a guaranty meeting the requirements of Section 2(b) of Attachment L to the OATT, or (c) other reasonable form of security acceptable to Transmission Provider (the "Customer Security"), in each case, in an amount equal to the Initial Cost Estimate minus the amount of the Initial Direct Assignment Facilities Cost Estimate to be paid by Customer pursuant to Section 4.3.2, consistent with commercial practices as established by the Uniform Commercial Code.

4.5.2. The Parties agree that the Customer Security, and any Revised Customer Security (as such term is defined below), shall be available to Transmission Provider to settle any obligations of Customer under this Agreement (including obligations of Customer pursuant to Section 4.6 and Section 12).

4.5.3. The Customer Security, and any Revised Customer Security, shall remain outstanding and in full force and effect until the earlier of (a) the date as of which all of the Work has been completed and the Project has been installed, or (b) the date upon which Transmission Provider has received full payment by Customer for all Project Costs, Enhanced Project Costs, Stop-Work Project Costs or Enhanced Stop-Work Project Costs (as such terms are defined below), as applicable, in accordance with this Agreement (the "Security Termination Date").

4.5.4. Upon the occurrence of the Security Termination Date, (a) in the case of a letter of credit, Transmission Provider shall, within fifteen (15) calendar days after the Security Termination Date, return the remaining balance of such letter of credit to Customer, (b) in the case of a guaranty, Transmission Provider and Customer shall, within fifteen (15) calendar days after the Security Termination Date, use commercially reasonable efforts to execute and deliver a customary and mutually acceptable termination agreement with respect to such guaranty, and (c) in the case of other security, the Parties shall, promptly following the Security Termination Date, use commercially reasonable efforts to return, terminate or otherwise cancel such other security on terms mutually acceptable to the Parties.

4.6. Revised Cost Estimate; Revised Customer Security; Revised Direct Assignment Facilities Costs; Termination.

4.6.1. During the Term, if Transmission Provider determines that the cost of performing the Work may exceed the Initial Cost Estimate, Transmission Provider shall, within thirty (30) calendar days after making such determination, deliver a written notice to Customer (a "Revised Cost and Security Notice") that includes Transmission Provider's revised estimated cost of performing the Work (a "Revised Cost Estimate"), together with (a) an invoice in the amount of any increase to the Initial Direct Assignment Facilities Cost Estimate ("Revised Direct Assignment Facilities Cost Invoice"), if applicable, and (b) a request that Customer deliver to

Transmission Provider an additional or replacement (x) letter of credit meeting the requirements of Section 2(a) of Attachment L to the OATT, (y) guaranty meeting the requirements of Section 2(b) of Attachment L to the OATT or (z) other reasonable form of security acceptable to Transmission Provider, in an additional or revised amount equal to the Revised Cost Estimate minus, if applicable, the amount of the Revised Direct Assignment Facilities Cost Invoice (the "Revised Customer Security").

4.6.2. Within fifteen (15) calendar days after Transmission Provider delivers to Customer the Revised Cost and Security Notice, Customer shall (a) deliver to Transmission Provider the Revised Customer Security and (b) and, if applicable, pay the Revised Direct Assignment Facilities Cost Invoice. Transmission Provider shall have no obligation to perform or to continue to perform any of the Work until such time that Customer delivers to Transmission Provider the Revised Customer Security and, if applicable, pays the Revised Direct Assignment Facilities Cost Invoice. Upon Customer's delivery of the Revised Customer Security to Transmission Provider and, if applicable, payment of the Revised Direct Assignment Facilities Cost Invoice, the Parties agree that Exhibit A (Estimated Scope of Work) and Exhibit B (Estimated Schedule and Milestones) shall be amended, if necessary, to reflect any changes associated with the Revised Cost Estimate.

4.6.3. If Customer fails to deliver the Revised Customer Security to Transmission Provider and, if applicable, fails to pay the Revised Direct Assignment Facilities Cost Invoice, within such fifteen (15) calendar day period, Transmission Provider shall have the right to terminate this Agreement upon written notice to Customer (a "Termination Notice"); provided that Customer shall have a period of fifteen (15) calendar days after the date of the Termination Notice (the "Cure Period") in which to deliver the Revised Customer Security and, if applicable, to pay the Revised Direct Assignment Facilities Cost Invoice. If Customer fails to deliver the Revised Customer Security and, if applicable, fails to pay the Revised Direct Assignment Facilities Cost Invoice, within the Cure Period, this Agreement shall, without further action by either Party (but subject to acceptance by the FERC pursuant to Section 2.2), automatically terminate as of the date on which the Cure Period expires, and Customer shall be liable to Transmission Provider for the Project Costs or the Enhanced Project Costs, as applicable, subject to Section 4.8 (Network Upgrade Cost Refund Matters).

4.7. Project Costs; Enhanced Project Costs. Promptly following the expiration of the Cure Period, Transmission Provider shall determine, in its sole discretion, acting reasonably, if the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System.

4.7.1. If Transmission Provider determines that the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall promptly stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date on which the Cure Period expires, plus (y) interest on the costs described in clause (x) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account

specified by Transmission Provider, such Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay such Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security in an amount equal to the Project Costs.

4.7.2. If Transmission Provider determines that the Work cannot be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall, as soon as reasonably practical and in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice, stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date on which the Cure Period expires, plus (y) the costs incurred by Transmission Provider after the date on which the Cure Period expires with respect to all system improvements or upgrades, including Network Upgrades, that Transmission Provider determines are reasonably necessary to maintain the safety and reliability of Transmission Provider's Transmission System, plus (z) interest on the costs described in clauses (x) and (y) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Enhanced Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Enhanced Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay such Enhanced Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security in an amount equal to the Enhanced Project Costs.

4.8. Network Upgrade Cost Refund Matters. The amount of Network Upgrade costs represented in the Project Costs or the Enhanced Project Costs, as applicable, whether paid directly by Customer to Transmission Provider or by Transmission Provider having drawn on the Customer Security, shall be refunded to Customer no later than six (6) calendar months after both of the following having occurred: (a) all applicable state regulatory authorities have approved the inclusion of such Network Upgrade costs in Transmission Provider's retail rates; and (b) Transmission Provider has included such Network Upgrade costs in its transmission formula rate under the OATT for a complete Annual Update cycle (including projection and true-up) in accordance with Attachment H-2 to the OATT, without successful challenge by Transmission Customers or other OATT customers resulting in such Network Upgrade costs not being included in Transmission Provider's transmission formula rate (collectively, the "Refund Conditions"). For the avoidance of doubt, in the event that both Refund Conditions have not been met, no Network Upgrade costs (whether as part of Project Costs or Enhanced Project Costs, as applicable) shall be refunded to Customer.

5. TAXES.

5.1. Customer Payments Not Taxable. The Parties intend that all payments or property transfers made by Customer to Transmission Provider in connection with the Project shall be non-taxable, either as contributions to capital, or as a refundable advance, in accordance with the Internal Revenue Code ("IRC") and any applicable state income tax laws and shall not be taxable

as contributions in aid of construction or otherwise under the IRC and any applicable state income tax laws. For purposes of this Section 5, payments made by Customer to Transmission Provider shall include a draw by Transmission Provider on Customer Security or Revised Customer Security pursuant to Section 4.

5.2. Indemnification for the Cost Consequences of Current Tax Liability Imposed Upon Transmission Provider. Notwithstanding Section 5.1, Customer shall protect, indemnify, and hold harmless Transmission Provider from the cost consequences of any current tax liability imposed against Transmission Provider as the result of payments or property transfers made by Customer to Transmission Provider under this Agreement for the Project, as well as any interest and penalties, other than interest and penalties attributable to any delay caused by Transmission Provider.

Transmission Provider shall not include a gross-up for the cost consequences of any current tax liability in the amounts it charges Customer under this Agreement unless (i) Transmission Provider has determined, in good faith, that the payments or property transfers made by Customer to Transmission Provider should be reported as income subject to taxation or (ii) any Governmental Authority directs Transmission Provider to report payments or property as income subject to taxation; provided, however, that Transmission Provider may require Customer to provide security in an amount calculated in the manner set forth in Section 5.3, in a form reasonably acceptable to Transmission Provider. Customer shall reimburse Transmission Provider for such costs on a fully grossed-up basis, in accordance with Section 5.3, within thirty (30) calendar days of receiving written notification from Transmission Provider of the amount due, including detail about how the amount was calculated.

5.3. Tax Gross-up Amount. Customer's liability for the cost consequences of any current tax liability under this Section 5 shall be calculated on a fully grossed-up basis. Except as may otherwise be agreed to by the Parties, this means that Customer will pay Transmission Provider, in addition to the amount paid for the Project, an amount equal to (1) the current taxes imposed on Transmission Provider ("Current Taxes") on the excess of (a) the gross income realized by Transmission Provider as a result of payments or property transfers made by Customer to Transmission Provider under this Agreement (without regard to any payments under this Section 5) (the "Gross Income Amount") over (b) the present value of future tax deductions for depreciation that will be available as a result of such payments or property transfers (the "Present Value Depreciation Amount"), plus (2) an additional amount sufficient to permit Transmission Provider to receive and retain, after the payment of all Current Taxes, an amount equal to the net amount described in clause (1).

For this purpose, (1) Current Taxes shall be computed based on Transmission Provider's composite Federal and state tax rates at the time the payments or property transfers are received and Transmission Provider will be treated as being subject to tax at the highest marginal rates in effect at that time (the "Current Tax Rate"), and (2) the Present Value Depreciation Amount shall be computed by discounting Transmission Provider's anticipated tax depreciation deductions as a result of such payments or property transfers by Transmission Provider's current weighted average cost of capital. Thus, the formula for calculating Customer's liability to Transmission Provider pursuant to this Section 5 can be expressed as follows:

(Current Tax Rate x (Gross Income Amount — Present Value of Tax Depreciation)) / (1-Current Tax Rate).

5.4. Contests. In the event any Governmental Authority determines that Transmission Provider's receipt of payments or property constitutes income that is subject to taxation, Transmission Provider shall notify Customer, in writing, within thirty (30) calendar days of receiving notification of such determination by a Governmental Authority.

5.5. Refund. In the event that (a) any legislative change or administrative announcement, notice, ruling or other determination makes it reasonably clear to Transmission Provider in good faith that any amount paid or the value of any property transferred by Customer to Transmission Provider under the terms of this Agreement is not taxable to Transmission Provider, (b) any abatement, appeal, protest, or other contest results in a determination that any payments made by Customer to Transmission Provider are not subject to Federal income tax, or (c) if Transmission Provider receives a refund from any Governmental Authority for any overpayment of tax attributable to any payment or property transfer by Customer to Transmission Provider pursuant to this Agreement, Transmission Provider shall promptly refund to Customer the following:

(i) any payment made by Customer under this Section 5 for taxes that is attributable to the amount determined to be non-taxable, together with interest thereon;

(ii) interest on any amounts paid by Customer to Transmission Provider for such taxes which Transmission Provider did not submit to the Governmental Authority, calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii) from the date payment was made by Customer to the date Transmission Provider refunds such payment to Customer; and

(iii) with respect to any such taxes paid by Transmission Provider, any refund or credit Transmission Provider receives or to which it may be entitled from any Governmental Authority, interest (or that portion thereof attributable to the payment described in clause (i), above) owed to Transmission Provider for such overpayment of taxes (including any reduction in interest otherwise payable by Transmission Provider to any Governmental Authority resulting from an offset or credit); provided, however, that Transmission Provider will remit such amount promptly to Customer only after and to the extent that Transmission Provider has received a tax refund, credit, or offset from any Governmental Authority for any applicable overpayment of income tax related to Transmission Provider's Project.

The intent of this provision is to leave the Parties, to the extent practicable, in the event that no taxes are due with respect to any payment for the Project hereunder, in the same position they would have been in had no such tax payments been made.

6. PROJECT SCHEDULE. As of the date of this Agreement, the Parties have agreed to the Estimated Schedule and Milestones attached as Exhibit B for the completion of the Project. All Project schedule milestones shall be best estimates of the time required to complete each Party's task at the time the schedule was developed.

7. STANDARD OF WORK. Each Party shall perform all of its obligations under this Agreement in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice. To the extent a Party is required to take, or is prevented from or limited in taking, any action by any of the foregoing, such Party shall not be deemed to be in breach of this Agreement for compliance therewith.

8. RECORDS. Transmission Provider shall keep accurate and complete accounting records in support of all cost billings and claims in accordance with generally accepted accounting principles. Upon request by Customer, Transmission Provider shall provide accounting records to Customer following completion of the Project.

9. INSPECTION. Customer may, at its discretion and expense, inspect Transmission Provider's construction work in progress for the Project upon reasonable notice to, and with supervision by, Transmission Provider. If applicable, Transmission Provider may, at its discretion and at Customer's expense, inspect Customer's construction work in progress for the Project upon reasonable notice to, and with supervision by, Customer. If applicable, Customer will provide testing results to Transmission Provider as specified in the applicable technical specifications for the Project.

10. TESTING. Before the new facilities required for the Project are energized, such new facilities shall be tested by Transmission Provider to ensure their safe and reliable operation in accordance with Good Utility Practice, Applicable Laws and Regulations and Applicable Reliability Standards. If testing indicates that modifications are required, (a) in the case of modifications that are Direct Assignment Facilities, Customer shall be responsible for the cost of all such modifications in accordance with Section 4.3, and Transmission Provider may deliver to Customer a Revised Cost Estimate for the Project and a Revised Direct Assignment Facilities Cost Invoice to reflect such modifications in accordance with Section 4.6, and (b) in the case of modifications that are Network Upgrades, Transmission Provider shall be responsible for the cost of all such modifications in accordance with Section 4.4, and Transmission Provider may deliver to Customer a Revised Cost Estimate for the Project to reflect such modifications in accordance with Section 4.6.

11. ACCESS. Either Party shall grant the other Party reasonable escorted access to the Project consistent with such access rights as are established in prior agreements between the Parties, provided that each Party provides reasonable notice and complies with the other Party's safety and security rules.

12. RIGHT TO STOP WORK.

12.1. Right to Stop Work; Termination. During the Term, Customer reserves the right, upon thirty (30) days' advance written notice to Transmission Provider, to require Transmission Provider to stop all Work on the Project (a "Stop-Work Notice"). If Customer delivers a Stop-Work Notice to Transmission Provider, this Agreement shall, without further action by either Party (but subject to acceptance by the FERC pursuant to Section 2.2), automatically terminate as of the date of the Stop-Work Notice and Customer shall be liable to Transmission Provider for the Stop-Work Project Costs or the Enhanced Stop-Work Project Costs (as each such term is defined below).

12.2. Stop-Work Project Costs; Enhanced Stop-Work Project Costs. Upon Transmission Provider's receipt of a Stop-Work Notice, Transmission Provider shall determine, in its sole and reasonable discretion, if the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System.

12.2.1. If Transmission Provider determines that the Work can be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall promptly stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date of the Stop-Work Notice, plus (y) interest on the costs described in clause (x) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Stop-Work Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Stop-Work Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay the Stop-Work Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security or the Revised Customer Security, as applicable, in an amount equal to the Stop-Work Project Costs.

12.2.2. If Transmission Provider determines that the Work cannot be promptly stopped without adversely affecting the safety and reliability of Transmission Provider's Transmission System: (a) Transmission Provider shall, as soon as reasonably practical and in accordance with Applicable Laws and Regulations, Applicable Reliability Standards and Good Utility Practice, stop all Work, and (b) Customer shall pay to Transmission Provider an amount equal to the sum of (x) the costs incurred by Transmission Provider with respect to the Work as of the date of the Stop-Work Notice, plus (y) the costs incurred by Transmission Provider after the date of the Stop-Work Notice with respect to all system improvements or upgrades, including Network Upgrades, that Transmission Provider determines are reasonably necessary to maintain the safety and reliability of Transmission Provider's Transmission System, plus (z) interest on the costs described in clauses (x) and (y) above, as calculated in accordance with the methodology set forth in the FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii), in each case, as determined by Transmission Provider and invoiced to Customer (collectively, the "Enhanced Stop-Work Project Costs"). Customer shall pay, by wire transfer of immediately available funds to an account specified by Transmission Provider, such Enhanced Stop-Work Project Costs within thirty (30) calendar days after receipt of such invoice from Transmission Provider. If Customer fails to pay the Enhanced Stop-Work Project Costs within such thirty (30) calendar day period, Transmission Provider shall be entitled to pursue all rights and remedies available to it at law or in equity, including the right to draw on the Customer Security or the Revised Customer Security, as applicable, in an amount equal to the Enhanced Stop-Work Project Costs.

12.2.3. Network Upgrade Cost Refund Matters. The amount of Network Upgrade costs represented in the Stop-Work Project Costs or the Enhanced Stop-Work Project Costs, as applicable, whether paid directly by Customer to Transmission Provider or by Transmission Provider having drawn on the Customer Security or the Revised Customer Security, shall be

refunded to Customer no later than six (6) calendar months after both of the following having occurred: (a) all applicable state regulatory authorities have approved the inclusion of such Network Upgrade costs in Transmission Provider's retail rates; and (b) Transmission Provider has included such Network Upgrade costs in its transmission formula rate under the OATT for a complete Annual Update cycle (including projection and true-up) in accordance with Attachment H-2 to the OATT, without successful challenge by Transmission Customers or other OATT customers resulting in such Network Upgrade costs not being included in Transmission Provider's transmission formula rate (collectively, the "Stop-Work Refund Conditions"). For the avoidance of doubt, in the event that both Stop-Work Refund Conditions have not been met, no Network Upgrade costs (whether as part of Stop-Work Project Costs or Enhanced Stop-Work Project Costs, as applicable) shall be refunded to Customer.

13. GOVERNING LAW. Enforcement or interpretation of this Agreement shall be in the state courts of the State of Oregon, and all Parties hereby submit to the jurisdiction of said courts for the stated purpose. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

14. NO PARTNERSHIP. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

15. ASSIGNMENT. 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 with respect to the Project; 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 of Transmission Provider includes any entity in which Berkshire Hathaway, Inc. owns more than a 5% interest, over which Berkshire Hathaway exercises management control. Should such assignment take place, Transmission Provider will provide written notice to Customer. Customer shall not assign its rights, nor delegate its obligations, under this agreement without the prior written consent of Transmission Provider, which shall not be unreasonably withheld, and any attempted assignment, delegation or other transfer in violation of this restriction shall be void.

16. PROVISIONAL REMEDIES. Either Party may seek provisional legal remedies, if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

17. ENTIRE CONTRACT. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no oral or written understandings, representations, or commitments of any kind, express or implied, which are not expressly set forth herein.

18. NOTICES. Any correspondence regarding this Agreement shall be directed to the appropriate party (or parties) as shown below:

Customer: VP, Energy Supply Management
825 NE Multnomah St, Suite 600
Portland, OR 97232

Transmission Provider: Vice President, Transmission Services
825 NE Multnomah St., 1600
Portland, OR 97232

19. PAYMENT. Except as otherwise provided in this Agreement, all payments shall be sent to:

US Mail Deliveries: PacifiCorp Transmission
P.O. Box 2757
Portland, OR 97208

Other Deliveries: PacifiCorp Transmission
Attn: Central Cashiers
825 NE Multnomah St., Suite 550
Portland, OR 97232

20. INDEMNIFICATION. Customer shall indemnify and hold harmless Transmission Provider, including its officers, employees, contractors and agents (collectively, the "Indemnified Parties"), from and against any and all actual or alleged liability, loss, damage, claims, actions, costs and expenses of any nature, including court costs and attorneys' fees (individually, a "Loss" and collectively, "Losses"), arising in any way in connection with, or related to Customer's or the Indemnified Parties' performance of Work and other obligations under this Agreement, excluding any third-party claims directly attributable to the sole negligence of the Indemnified Parties. Customer's indemnification obligations set forth herein shall not be limited by workers' compensation, disability, or employee benefit laws applicable to Customer or any Indemnified Party. At the request of an Indemnified Party, Customer shall defend any action, claim, or suit asserting a Loss that might be covered by this indemnity. If an Indemnified Party makes such election under the preceding sentence, (a) counsel for Customer who shall conduct the defense of such action, claim, or suit shall be reasonably satisfactory to the Indemnified Party; (b) the Indemnified Party may participate in such defense; and (c) Customer may not settle any such action, claim, or suit without the consent of the Indemnified Party, such consent not to be unreasonably withheld or delayed. Customer shall pay all costs and expenses that may be incurred by any Indemnified Party in enforcing this indemnity and defense agreement, including attorneys' fees actually paid by any Indemnified Party.

21. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement, each Party's liability to the other Party for any Loss relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any

indirect, special, consequential, or punitive damages, except as specifically authorized by this Agreement.

22. FORCE MAJEURE.

22.2. A Party shall not be subject to any liability or damages for inability to meet its obligations under this Agreement to the extent that such failure shall be due to causes beyond the control of the Party, including, but not limited to the following: (a) the operation and effect of any new or modified rules, regulations, and orders promulgated by FERC, any applicable state public utility commission, or any Governmental Authority, including NERC and WECC (so long as the claiming party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such governmental action); (b) restraining order, injunction, or similar decree of any court; and (c) any Force Majeure event.

22.3. "Force Majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include acts of negligence or intentional wrongdoing by the Party claiming Force Majeure.

22.4. The Party claiming Force Majeure shall make every reasonable attempt to either mitigate or remedy the cause thereof as diligently and expeditiously as possible. Except for the obligation to pay amounts owed when due, time periods for performance obligations of either Party herein shall be extended for the period during which Force Majeure was in effect.

23. SUCCESSORS. This Agreement will be binding upon the Parties and will inure to the benefit of their respective successors.

24. SEVERABILITY. If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (a) such portion or provision shall be deemed separate and independent, (b) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (c) the remainder of this Agreement shall remain in full force and effect.

25. 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.

26. MULTIPLE COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

27. CONTRACTORS AND SUBCONTRACTORS. Nothing in this Agreement shall prevent Transmission Provider or Customer (if applicable) from utilizing the services of any third party contractor or subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that Transmission Provider and Customer (if applicable) shall require any third party contractor and subcontractor to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such third party contractor and subcontractor.

28. NO THIRD-PARTY BENEFICIARIES. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

29. SURVIVAL. All payment obligations and liabilities incurred before the termination or expiration of this Agreement will survive its termination or expiration.

30. MODIFICATIONS OR AMENDMENTS. Except as set forth in Section 4.6.2, no modification or amendment of any provision of this Agreement shall be effective unless set forth in a written document signed by an authorized representative of each Party. All modifications or amendments to this Agreement, if originally filed at FERC, will be filed by Transmission Provider as an amended and restated agreement.

31. RECITALS. The above stated recitals are incorporated into and made part of this Agreement by this reference to the same extent as if these recitals were set forth in full at this point.

32. WAIVER. Waiver of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.

33. DISPUTE RESOLUTION.

33.1. Submission. 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. In the event the designated 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, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have at law or in equity.

33.2. Arbitration Procedures. Any arbitration initiated under these procedures shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) calendar days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) calendar days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

33.3. Arbitration Decisions. Unless otherwise agreed in writing by the Parties, the arbitrator(s) shall render a decision within ninety (90) calendar days of appointment and shall notify the Parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties (absent manifest error), and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms, and conditions of service.

33.4. Costs. Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (a) the cost of the arbitrator chosen by the Party to sit on the three member panel and one half of the cost of the third arbitrator chosen; or (b) one-half the cost of the single arbitrator jointly chosen by the Parties.

[Signature page follows.]

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

PacifiCorp, acting in its transmission function capacity	PacifiCorp, acting in its energy supply management capacity
/s/ Rick Vail Signature	*/s/ Michael Wilding* Signature
Rick Vail Printed Name of Signor	Michael Wilding Printed Name of Signor
~~VP~~Vice President, Transmission Title of Signor	VP, Energy Supply Management Title of Signor
~~07/25/2022~~ 09/13/2023 Date	~~7/20/2022~~ 9/6/2023 Date

Exhibit A
Estimated Scope of Work

1. J.C. BOYLE POWER PLANT

- The J.C. Boyle substation will be removed. It will be necessary to tie together the 230 kV transmission line that currently connects via the J.C. Boyle substation. All the transmission structures not used for the connection to bypass the substation will be removed. PacifiCorp may salvage the transformers and any other usable equipment from the substation.
- The local village houses for plant operators at J.C. Boyle dam will remain during the dam removal process, as requested by Customer, but the residences will ultimately be removed. This will be served through the existing distribution system via Hamaker Substation, Mountain Feeder 5L56.

1.1. JC BOYLE SUBSTATION

1.1.1. CUSTOMER RESPONSIBILITIES

- Remove 548' of perimeter fence, 6 – lightning arresters, 2– 22 "A" structures, 2 – tower "D", 1 – tower "B", 6 – bus supports, 4 – 10' switch structures, & 6 – CCVT structures.
- Several foundations shall be demolished to 36" below grade and the land subsequently restored back to grade. This includes approximately 150' of cable trench, 6 – lightning arrester foundations, 3 – transformer pads, 3 – OCB foundations, 8 – 22 "A" structure foundations, 8 – tower "D", 4 – "G" foundations,1 – Tower "B" foundation, 6 – bus support foundations, 1 – 12kV breaker foundation, 16 – 10' switch structures, and 6 – CCVT structures
- If existing communications between JC Boyle forebay and JC Boyle plant are determined to be not salvageable equipment by Transmission Provider, they will be left for Customer's use, Customer will then be responsible for the eventual removal and disposal of the following equipment:
  - Any remaining fiber between Plant, Dam, and Forebay comm site.
  - Any remaining communication racks
  - Comm site building, Lattice Tower, microwave antenna and feedline.
- Site restoration to original vegetation will be required.

1.1.2. *TRANSMISSION PROVIDER RESPONSIBILITIES*

- All equipment will be removed and put into system spares. This is estimated to include the following:
  - CB 1L35 & CB 1L36
  - SW 1L727, SW 1L726, SW 1L725, SW 1L724, SW 1L37, SW 1L21 & SW 1L62
  - Transformer Bank 1 & Transformer Bank 2
  - VT7 & VT8
- 2 - Tower "C" shall be modified to tie the transmission lines together.
- Install ~280' of standard PacifiCorp 7' fence around the two remaining

structures. The new section of fence will be grounded.

- The Spill Prevention Control and Countermeasure (SPCC) plan shall be updated internally for the removed equipment.
- Removal of the relay panels from the JC Boyle HE Plant and associated switchyard is required. [With this, the 230 kV line Klamath Falls-JC Boyle-COPCO 2 (line #59), will become Klamath Falls-COPCO 2. Scopes for those two substations are described in the corresponding P&C changes.]
- Remove and salvage the existing metering.
- Remove legacy L&G RTU and salvage useful components. Remove the database from Monarch. This will require a model update with CAISO.
- Remove Microwave System between Hamaker Mtn, JC Boyle Forebay comm site. Remove the antenna and feedline at Hamaker Mtn.
- Determine if existing communications between JC Boyle forebay and JC Boyle plant contain any salvageable equipment.
    - If salvageable, remove fiber between Plant, Dam, and Forebay comm site. All comm racks to be removed. Salvage microwave radio and Sageon charger system. Remove DC battery plant. Remove Comm site building, Lattice Tower, microwave antenna and feedline. Remove fiber cable to plant and dam.
    - If not salvageable, leave communications equipment in place for use by Customer.

1.2. *TRANSMISSION LINE*

1.2.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the transmission line tie-in to J.C. Boyle Substation.
- Construct a new span of transmission line to connect structures 4/53 and 5/53. Existing structures 4/53 and 5/53 will be replaced with TI451 structures. The new str. 5/53 will be installed in roughly the same location as existing 5/35 while str. 4/53 will be installed on the other side of the gravel access road in line with the existing span coming from str. 3/53.

1.3. DISTRIBUTION LINE

1.3.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.3.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the 12 kV distribution line between JC Boyle dam and JC Boyle substation including approximately 2.1 miles of conductor, 41 poles and transformers at two locations between pole 01440006.0-017301 and JC Boyle Substation.
- Remove two spans of 12 kV distribution line at JC Boyle dam including overhead conductor, two poles and pole mounted transformers at two

locations and one pad mount transformer at JC Boyle dam.

- Coordinate the timing of the removal of the distribution facilities with the need for temporary power.

1.4. KLAMATH FALLS SUBSTATION

1.4.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

1.4.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Establish communications between Klamath Falls and COPCO 2 for the protection of this 230kV line (#59). New settings are needed for the relays at both line ends. The one-line, control schematics and communication drawings need to be updated. Add any necessary points to the SCADA system needed for the protection and communication scope changes.
- Upgrade the existing STEP configuration line relays to POTTD configuration to communicate with the new line configuration.
- Provision new circuits between Klamath Substation and Copco 2 230 kV.
- Install SEL FO Transceivers for LS-Optical (C37.94) interface to loop channel bank from SEL321 line relays.
- Provision a circuit on the microwave to Mt Baldy for handoff to 230 kV fiber to Copco 2 230 kV.
- Provision circuits to Klamath via fiber/microwave tie point at Mt Baldy.

2. COPCO NO. 1 POWER PLANT

- Remove the Copco No. 1 dam, decommission the Copco No. 1 hydro plant and remove the Copco No. 1 switch yard.

2.1. COPCO NO. 1 POWER PLANT AND SWITCH YARD

2.1.1. CUSTOMER RESPONSIBILITIES

- Remove ~360' of perimeter fence, 2 – deadend structures, 1 – 2-bay box structure & 1 – 1-bay box structure.
- Remove foundations to 36" below grade restore the land back to grade. This includes approximately 2 – 69kV CB foundations, 4 – deadend structures, 6 – 2-bay box structures, 4 – 1-bay box structure & 1 – YTC foundation.
- Copco 1 Area
  - Remove primary distribution originating from 06248004.0- 293261 (two taps), 293263 and 293260 consisting of 1.0 circuit miles of conductor, ~22 poles and pole mounted transformers at 5 locations.
  - Relocate 0.3 miles of 12 kV distribution circuit between 06248004.0-291160 and 293263. Install #1/0 Al Spacer Cable. The facilities are in HFTD tier 2.
- Remove all protection panels associated with COPCO 1 switch yard.
- Remove and dispose of obsolete substation instrument transformers.
- If communications between Copco No. 1 Plant and substation is left for

Customer's use, Customer will be responsible for the removal and disposal of any remaining equipment including SEL ethernet switch and remaining fiber cable to Copco II.

2.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding power for the remaining residence.
- Removed equipment will be put into system spares or salvage as appropriate.
- Remove and salvage the substation meters on the high side transformer.
- Remove ICCP points in the Monarch database and update relevant system model information with CAISO.
- Determine if existing communications from Copco 1 Plant and substation contains any salvageable equipment.
    - If salvageable, remove and place into system spares.
    - If not salvageable, leave communications equipment in place for use by Customer.

2.2. TRANSMISSION LINE

2.2.1. CUSTOMER RESPONSIBILITIES

- None identified for this location.

2.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Remove the two 69 kV ~0.07-mile tie lines between Copco 1 Hydro Plant and Copco 1 switch yard in coordination with the plant decommissioning and substation removal.
- Remove the ~1.6-mile Fall Creek-Copco 1 69 kV transmission line between Copco 1 switch yard and switch structure 9X1/2 in coordination with the substation removal.
    - Remove transmission conductor on structures that have distribution underbuild.
    - Remove transmission structures and conductor on strictly transmission structures.
    - Remove the switch at Str. 9X1/2 and reframed the structure to TF142.
- Remove the overhead transmission conductor on ~1.29-mile 69 kV transmission line from Copco 1 switch yard to Copco No. 2 Plant substation leaving the poles and the distribution underbuilt.
- Where 2 and 3 pole structures reside along the removed line, remove any extra poles that no longer have distribution.

3. COPCO NO. 2 POWER PLANT

- Disconnect the Copco No. 2 H. E. Plant substation from the Copco No. 2 hydro plant.
- Remove the powerhouse and the buried electrical lines after locating and modifying any permanent substation protection and control wiring that may be routed through the Copco No. 2 generation building.

3.1. COPCO NO. 2 POWER PLANT

3.1.1. CUSTOMER RESPONSIBILITIES

- Remove 2 – 69 kV 1PH CCVT structures, 6 – 115 kV 1 PH CTVT structures and 2 – 115 kV switch structures
- Demolish foundations to 36" below grade and restore the land back to grade for approximately 2 – XFMR foundations w/ containment basin, 1 – 115 kV CB foundation, 2 – 69 kV CB foundations, 2 – 69 kV CCVT, 6 – 115 kV CTVT foundation and 4 – 115kV switch foundations.
- Coordinate the removal of power facilities during dam removal and remove such remaining facilities after dam removal is completed.
- Remove service drops to village housing and associated overhead transformers and primary line as appropriate.

3.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding any residence that will remain connected to power. Remove all other remaining distribution elements serving any other local village houses.
- Copco 2 Area:
  - Remove one span overhead conductor to pole 06248004.0-312901 and remove pole 312901. Remove pad mount transformer at 312980.
- Removed equipment will be put into system spares or salvage as appropriate.
- Install conductor in place of the removed breaker. All conductor will be sized to meet or exceed the ratings of the equipment.
- Conduit will be installed as required to Transmission Provider standards.
- Remove the relay panels associated with the two interconnection lines to the COPCO 2 H.E. plant (to be removed), except for one of the two KAB bus differential panels currently used to protect the interconnections to COPCO 2 H.E. plant. As CB 2G167 will be removed, there will be a bus section between CB 2G166 and CB 2G164 that will need to be protected. The unremoved panel with KAB bus differential relays will be rewired to protect the previously mentioned bus section. The relays must be connected to CT #57 (2G166) and CT #48 (2G164) using one of the existing junction boxes. The settings of the KAB relays must be reviewed.
- Remove the relay panels associated with the interconnection line to the Iron Gate H. E. plant (to be removed).
- Remove the relay panels associated with the interconnection line to the Copco No. 1 switch yard.
- Review and recalculate new settings for all the lines connected to COPCO 2 that are left after the plants decommissioning.
- Remove transformer 1 and 2 115 kV high side meters.
- Modify and submit databases to remove points associated with the equipment being removed. Will require database modifications for both the 115 kV yard RTU and the 230 kV yard RTUs. Configurations for both D20 RTUs will need to be modified.

- Remove hydro controls and security comm equipment from dispatch building adjacent to 115 kV substation. Disconnect lease to HCC. Provision protection circuits via fiber to Mt. Baldy to carry on microwave back to Klamath Falls.
- Remove any remaining Hydro controls and security routers at dispatch center.

3.2. Transmission Line

3.2.1. Customer Responsibilities

- None identified for this location.

3.2.2. Transmission Provider Responsibilities

- Remove the ~6.5-mile 69 kV transmission line between Irongate and Copco No. 2 plant.
    - Remove transmission conductor on structures that have distribution underbuild, leaving the structures where distribution underbuild remains between str. 1/006 and 2/007.
    - Remove transmission structures and conductor on 43 strictly transmission structures.
- Coordinate the line removal with the Substation and Hydro Plant removal.
- Coordinate between distribution and transmission design to avoid structure removals that can remain in place to avoid installing new distribution structures.

3.3. Copco No. 2 230kV Switch Yard

- This switch yard is north of the Copco No. 2 hydro plant on a bluff north of the river. This is a transmission system facility independent of the Lower Klamath Project and must remain, along with all its connections.
- This yard will also be expanded to relocate the 115-69 kV transmission and distribution facilities from the Copco No. 2 H.E. Plant substation.

3.3.1. Customer Responsibilities

- None identified for this location.

3.3.2. Transmission Provider Responsibilities

- With the removal of J.C. Boyle substation, the 230 kV line Klamath Falls-JC Boyle- COPCO 2 (line #59), will become Klamath Falls-COPCO 2. The line relays at COPCO 2 are SEL-321 in POTTD configuration, the relays at Klamath Falls (CB 1L59) are also SEL-321 but in STEP configuration. These relays at Klamath Falls need to be upgraded to POTTD for this 230 kV line. Communications must be established between Klamath Falls and COPCO 2 for the protection of this 230 kV line (#59). New settings are needed for the relays at both line ends. The one-line, control schematics and communication drawings will need to be updated.
- As identified in the Flood Study, the 69 kV yard, 115-69 kV transformer and the distribution substation need to be relocated from the

Copco No. 2 Plant substation to the Copco No. 2 230 kV switch yard.

- Installation of flood protection barrier at the Copco 2 115/69 kV substation.
- Expand Copco No. 2 230 kV switch yard to expand the 115 kV ring bus to a breaker-and-a-half configuration, construct 69 kV ring bus, install 115-69 kV transformer, add 69-12.0 kV distribution substation to supply existing 12 kV circuit 5G6 (Daggett Feeder) and install new control house.
- Install 230 kV, 28 MVAR capacitor bank at Copco No. 2 230 kV substation to maintain 230 kV system voltage within the target operating range following removal of the hydro generation. Based on standard capacitor bank voltage specifications, this capacitor will need to be specified as 247.3 kV, 32.4 MVAR in order to provide the required 28 MVAR at 230 kV operation. This new capacitor will restore the 230 kV bus voltage at Copco No. 2 and Klamath Falls to the pre-hydro removal case. This will require the installation of 1 – 230 kV circuit breaker (bus), 1 – 230 kV circuit breaker/cap switching device (capacitor bank position), 1 – 230 kV group operated switch (capacitor bank position), 2 – 230 kV group operated switches (bus) and 1 – 230 kV shunt capacitor bank.
- Verify comm cable to Copco 2 Hill top, move as required to avoid demolition conflicts. Remove hydro controls equipment. Provision channels to Klamath Falls 230 kV for line protection via Mt. Baldy.

4. IRON GATE POWER PLANT

- Remove the Iron Gate substation and decommission the hydro plant.
- Complete required electrical work to connect the second feed from PacifiCorp's Hornbrook Substation to the Iron Gate Hatchery to carry the load, supply the correct nominal voltage, and install metering equipment.

4.1. IRON GATE POWER PLANT

4.1.1. CUSTOMER RESPONSIBILITIES

- Coordinate the removal of the power and facilities for all facilities that will need power during the removal of the dam. Remove such remaining facilities after the removal of the dam is completed.
- Remove Irongate distribution consisting of 0.52 circuit miles of overhead conductor, 10 poles and overhead transformers at two locations.
- Remove isolation bank transformers at 06247005.0-179804 and 179803.
- Remove service drops to village housing and associated transformer(s) as appropriate.
- Timing of the distribution facilities removal must coordinate with the use of the distribution facilities for temporary power.

4.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES

- Coordinate with Customer regarding any residence that will remain connected to power. Remove all other remaining distribution elements that serve any other local village houses

- Remove all protection panels.
- All metering is obsolete and not salvageable. Remove meters.
- Remove ICCP points in the Monarch database and update relevant system model information with CAISO.
- Remove and decommission Soda Mtn to Iron Gate microwave system and Iron Gate Comm equipment. Permitting requirements to be evaluated prior to the associated Microwave Repeater removal.
- Microwave Repeater foundations shall be demolished to 36" below grade.
- Remove all comm equipment at Iron Gate Plant, Iron Gate Passive Repeater and Radio and Antenna at Soda Mountain microwave site for Iron Gate.
- Salvage channel bank, microwave radios, DSX panels, Cisco Hardware, fuse panels. Scrap batteries and charger.
- Remove Antenna at Soda Mtn, Iron Gate plant, Passive Repeater on hillside above Iron Gate plant, monopole at Iron Gate plant, remove all waveguide and Ice Bridge at plant. Salvage antennas if able to.

~~5. EAST SIDE PLANT~~

~~• Remove the East Side Substation and radial 0.20-mile 69 kV line.~~

~~5.1. EAST SIDE POWER PLANT~~

~~*5.1.1. CUSTOMER RESPONSIBILITIES*~~

~~• None identified for this location.~~

~~*5.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES*~~

~~• Remove all structures in the East Side substation including three single phase transformers and one circuit breaker 7L1.~~

~~• Demolish all abandoned foundations 36" below grade.~~

~~• Verify removal of all protection and control settings, void RSO for 7L1.~~

~~• Remove existing generation meters located at the East Side Plant.~~

~~• Remove ICCP points in the Monarch database and update relevant system model information with CAISO.~~

~~5.2. EAST SIDE TRANSMISSION LINE~~

~~*5.2.1. CUSTOMER RESPONSIBILITIES*~~

~~• None identified for this location.~~

~~*5.2.2. TRANSMISSION PROVIDER RESPONSIBILITIES*~~

~~• Remove the radial 0.2 mile 69 kV transmission line, Line 56-1 Tap to East Side Substation in coordination with the substation removal.~~

~~• Remove the 0.2 miles of 4/0 ACSR transmission line coming into East Side Substation.~~

~~• Remove all structures supporting the 0.2 miles of line including two 3 pole structures and associated guys and one H-frame structure.~~

~~6. WEST SIDE PLANT~~

~~• Remove the West Side hydro plant.~~

~~6.1. WEST SIDE PLANT~~

~~*6.1.1. CUSTOMER RESPONSIBILITIES*~~

~~• None identified for this location.~~

~~*6.1.2. TRANSMISSION PROVIDER RESPONSIBILITIES*~~

~~• Remove circuit breaker 8L5 and all associated bay equipment.~~

~~• Demolish all abandoned foundations 36" below grade.~~

~~• Check relay settings at substation, modify as needed to account for the removal of the identified equipment.~~

~~• Remove existing generation meters located at the West Side Plant.~~

~~• Update SCADA to remove the point for the 8L5 breaker that is being decommissioned. Adjust database for the removal.~~

5. ~~7.~~ DATA REQUIREMENTS

5.1. ~~7.1.~~ *CUSTOMER RESPONSIBILITIES*

- Coordinate, as needed, providing the Transmission Provider with any necessary information to facilitate updates to the data submissions and modeling changes required for the Project.

5.2. ~~7.2.~~ *TRANSMISSION PROVIDER RESPONSIBILITIES*

- Facilitation of the network topography change to be made in the Transmission Provider's system model coordinating with the CAISO model of Transmission Provider's system. CAISO deployments of model changes occur every 3 months and require the submission of the model changes to be submitted in a timely manner in accordance with CAISO's schedule for model changes.
- Coordination with the Customer, if needed, to generate the new points list and modification of the EMS & CAS databases to incorporate the system changes in the Balancing Area Authority.

Exhibit B
Estimated Schedule and Milestones

The estimated timeframe starts upon execution of this Agreement between the Parties. Resources will be assigned upon receipt of approval from the applicable Governmental Authority. The estimated schedule and milestones are driven by the below timeframes which may be adjusted through the course of the Project. If there is a delay in any of the below activities, there will be, at a minimum, a day-for-day slip in the entire schedule. Any delays in the Project have the potential to affect the entire schedule.

The estimated schedule and milestones include the following assumptions:

a) Permitting can be concluded in six months.
b) Design, procurement, and delivery of 230 kV Shunt Capacitor will take nine months or less.

Milestones	**Estimated Timeframe (From the Effective Date of this Agreement, unless otherwise specified)**
*Engineering design commences after execution of Engineering & Procurement Agreements	2/28/22
Major materials procurement commences	5/2/22
Construction Begins (Tentative)	3/27/23
Construction Complete (Tentative)	~~6/30/23~~12/31/25
Testing Complete	four weeks after construction
**Commissioning Complete	six weeks after construction

*Any design modifications to the Project after this date requiring updates to the Transmission Provider's network model will result in a minimum of 3 months added to all future milestones including In-Service.

**If applicable to the Project, Transmission Provider requires a minimum of five business days to review commissioning forms once construction is complete. If determined that any commissioning forms are not acceptable it will result in a minimum of a day for day adjustment of the remaining milestones of this Project.