

February 13, 2020

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

RE: PacifiCorp
Docket No. ER20-_____-000

Dear Secretary Bose:

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

Service Agreement for Network Integration Transmission Service ("Network Service Agreement"), between Bonneville Power Administration, ("BPA") and PacifiCorp, dated February 10, 2020, to be designated as PacifiCorp First Revised Service Agreement No. 865 under PacifiCorp's Volume No. 11 Open Access Transmission Tariff ("OATT").

1. Background and Reason for Filing

On March 6, 2019, in Docket No. ER19-1202, PacifiCorp filed with the Commission Service Agreement No. 865 under which PacifiCorp will provide network integration transmission service to BPA's load with delivery to BPA's customer, Surprise Valley Electrification Corporation. The Commission accepted the filing, via letter order dated April 9, 2019, with an effective date of March 29, 2019.²

On February 10, 2020, BPA and PacifiCorp executed the First Revised Network Service Agreement. This filing reflects mutually agreed upon edits to Exhibit A, Designated Loads for Network Integration Transmission Service. PacifiCorp followed its OATT procedures to evaluate and accommodate the modifications to BPA's network service. Accordingly, PacifiCorp respectfully requests that the Commission accept the Network Service Agreement, attached hereto, for filing.

2. Effective Date and Request for Waiver

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

² FERC Letter Order dated April 9, 2019

The Network Service Agreement is being filed within 30 days of service commencing. Therefore, in accordance with 18 C.F.R. § 35.3(a)(2), PacifiCorp requests an effective date of February 10, 2020 for the Network Service Agreement, notwithstanding with the parties' preferred effective date as stated in section 4.0 of the Network Service 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 that the Network Service Agreement be designated as PacifiCorp First Revised Service Agreement No. 865.

4. Enclosures

The following enclosures are attached hereto:

Enclosure 1 Network Service Agreement between BPA and PacifiCorp, to be designated as PacifiCorp First Revised Service Agreement No. 865.

Enclosure 2 Redline of First Revised Service Agreement No. 865, as compared to Service Agreement No. 865

5. Communications

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

Riley Peck
Associate Attorney
PacifiCorp
825 N.E. Multnomah, Suite 2000
Portland, OR 97232
(503) 813-6490
Riley.Peck@PacifiCorp.com

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

6. Notice

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

Daniel Yokota
Bonneville Power Administration
905 NE 11th Avenue
Routing: PSST-6
Portland, OR 97232
dryokota@bpa.gov

Publicity Utility Commission of Oregon
201 High St. SE, Suite 100
Salem, OR 97308
PUC.FilingCenter@state.or.us

Derrick Pleger
Bonneville Power Administration
905 NE 11th Avenue
Routing: PSST-6
Portland, OR 97232
dlpleger@bpa.gov

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

Respectfully Submitted,

/s/ Riley Peck

Riley Peck

Counsel for PacifiCorp

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

- 1.0 This Service Agreement, dated as of February 10, 2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration ("Transmission Customer") for the provision of Network Integration Transmission Service to Surprise Valley Electrification Corp. This Service Agreement supersedes and replaces Service Agreement No. 865, dated June 25, 2018. This agreement will be filed with the Commission as First Revised Service Agreement No. 865.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service under this Service Agreement shall commence on the later of (1) February 1, 2020, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.

- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.3 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Central Cashier Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah St., Suite 550
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
Manager, Transfer Services
P.O. Box 3621, Routing: PST-6
Portland, OR 97208-3621
Phone: 503-230-4672

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

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

Transmission Provider:

By: <u>/s/ Rick Vail</u>	<u>VP, Transmission</u>	<u>2/10/2020</u>
Name	Title	Date

Transmission Customer:

By: <u>/s/ Paul Garrett</u>	<u>Manager, Power Account Services</u>	<u>02/07/2020</u>
Name	Title	Date

Exhibit A - Designated Loads For
Network Integration Transmission Service

- 1.0 The Transmission Customer designates the following Native Loads as part of its Network Load obligation:

The Mile-Hi 115 kV Point of Delivery for station service in Surprise Valley Electrification Corporation service territory for station service to the Lakeview Airport and Garrett Solar projects.

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

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

Transaction originates in the control area of Transmission Customer and terminates in the control area of the Transmission Provider's transmission system.

- 3.0 Point(s) of Receipt: Bonneville Power transmission system, at the interconnection of PacifiCorp's and Bonneville Power's systems, as represented by BPAT.PACW on PacifiCorp's OASIS

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems providing transmission service: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration Transmission Service:

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

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service

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

b) Reactive Supply and Voltage Control from Generation Sources Service

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

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) Real Power Losses

Network Service provided under this agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff.

7.5 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.

7.6 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the Service Agreement to the same extent as Transmission Provider and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

Exhibit B - Network Resources Available to Transmission Customer

Transmission Customer's customer, Surprise Valley Electrification Corporation, holds a power sales agreement with Bonneville Power Administration (BPA Contract No. 09PB-13110) which provides for firm system sales from the Federal Columbia River Power System (FCRPS).

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

- 1.0 This Service Agreement, dated as of ~~June 25, 2018~~February 10, 2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration ("Transmission Customer") for the provision of Network Integration Transmission Service to Surprise Valley Electrification Corp. This Service Agreement supersedes and replaces Service Agreement No. 865, dated June 25, 2018. This agreement will be filed with the Commission as First Revised Service Agreement No. 865.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
- 4.0 Service under this Service Agreement shall commence on the later of (1) ~~March 29, 2019~~February 1, 2020, or (2) such other date as it is permitted to become effective by the Commission. The Transmission Customer shall provide notice to the Transmission Provider at least twelve months in advance of any termination date. Service shall continue through September 30, 2028.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.
- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to

Section 7.2 of Exhibit A to this Service Agreement.

- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section ~~34.4~~34.3 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Central Cashier Office
Attn: PacifiCorp Transmission Services
825 NE Multnomah St., Suite 550
Portland, Oregon 97232

Transmission Customer:

Bonneville Power Administration, Power Services
Manager, Transfer Services
P.O. Box 3621, Routing: PST-6
Portland, OR 97208-3621
Phone: 503-230-4672

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

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

Transmission Provider:

By: /s/ Rick Vail VP, Transmission ~~6/25/18~~ ~~2/10/2020~~
Name Title Date

Transmission Customer:

By: /s/ ~~Garry R Thompson~~ ~~VP NW REQ. MKTG.~~ ~~6/19/18~~ ~~Paul~~
Garrett Manager, Power Account Services 02/07/2020
Name Title Date

Exhibit A - Designated Loads For
Network Integration Transmission Service

- 1.0 The Transmission Customer designates the following Native Loads as part of its Network Load obligation:

The Mile-Hi 115 kV Point of Delivery for station service in Surprise Valley Electrification Corporation service territory for station service to the Lakeview Airport ~~project~~ and Garrett Solar projects.

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

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

Transaction originates in the control area of Transmission Customer and terminates in the control area of the Transmission Provider's transmission system.

- 3.0 Point(s) of Receipt: Bonneville Power transmission system, at the interconnection of PacifiCorp's and Bonneville Power's systems, as represented by BPAT.PACW on PacifiCorp's OASIS

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems providing transmission service: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration Transmission Service:

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

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service

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

b) Reactive Supply and Voltage Control from Generation Sources Service

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

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) Real Power Losses

Network Service provided under this agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff.

- 7.5 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.
- 7.6 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the Service Agreement to the same extent as Transmission Provider and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

Exhibit B - Network Resources Available to Transmission Customer

Transmission Customer's customer, Surprise Valley Electrification Corporation, holds a power sales agreement with Bonneville Power Administration (BPA Contract No. 09PB-13110) which provides for firm system sales from the Federal Columbia River Power System (FCRPS).

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

- 1.0 This Service Agreement, dated as of February 10, 2020, is entered into, by and between PacifiCorp, on behalf of its transmission function ("Transmission Provider"), and Bonneville Power Administration ("Transmission Customer") for the provision of Network Integration Transmission Service to Surprise Valley Electrification Corp. This Service Agreement supersedes and replaces Service Agreement No. 865, dated June 25, 2018. This agreement will be filed with the Commission as First Revised Service Agreement No. 865.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Network Integration Transmission Service under PacifiCorp's Open Access Transmission Tariff (the "Tariff").
- 3.0 The Transmission Provider has determined that no deposit is required from the Transmission Customer under Section 29.2 of the Tariff since this Service Agreement reflects a modification to an existing transmission service of the Transmission Customer.
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- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of Part III of the Tariff. Network Integration Transmission Service under this Service Agreement shall be provided for the designated loads described in Exhibit A to this Agreement using the designated Network Resources described in Exhibit B to this Service Agreement.
- 6.0 The Transmission Customer shall pay for Network Integration Transmission Service pursuant to Section 7.1 of Exhibit A to this Service Agreement.
- 7.0 The Transmission Customer is not providing under this Service Agreement transmission facilities which will be integrated with the Transmission Provider's Transmission System, and therefore is not entitled to receive a credit pursuant to Section 30.9 of the Tariff.

- 8.0 The Transmission Customer shall pay for Redispatch Service pursuant to Section 7.2 of Exhibit A to this Service Agreement.
- 9.0 Any payment obligation to the Transmission Customer by the Transmission Provider associated with the provision of least cost redispatch pursuant to Section 34.3 of the Tariff shall be credited against the Transmission Customer's bill for the applicable month.
- 10.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

Central Cashier Office
 Attn: PacifiCorp Transmission Services
 825 NE Multnomah St., Suite 550
 Portland, Oregon 97232


Transmission Customer:

Bonneville Power Administration, Power Services
 Manager, Transfer Services
 P.O. Box 3621, Routing: PST-6
 Portland, OR 97208-3621
 Phone: 503-230-4672

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

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

Transmission Provider:

By:	 Rick Vail <small>Digitally signed by Rick Vail Date: 2020.02.10 07:43:26 -08'00'</small>	VP, Transmission	2/10/2020
	Name	Title	Date

Transmission Customer:


By:	 <small>Name</small>	Manager, Power Account Services	02-07-2020
	Name	Title	Date

Exhibit A - Designated Loads For
Network Integration Transmission Service

- 1.0 The Transmission Customer designates the following Native Loads as part of its Network Load obligation:

The Mile-Hi 115 kV Point of Delivery for station service in Surprise Valley Electrification Corporation service territory for station service to the Lakeview Airport and Garrett Solar projects.

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

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

Transaction originates in the control area of Transmission Customer and terminates in the control area of the Transmission Provider's transmission system.

- 3.0 Point(s) of Receipt: Bonneville Power transmission system, at the interconnection of PacifiCorp's and Bonneville Power's systems, as represented by BPAT.PACW on PacifiCorp's OASIS

Delivering Party: Transmission Customer

- 4.0 Point(s) of Delivery: As described in section 1.0 above.

Receiving Party: Transmission Customer

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

- 6.0 Name(s) of any Intervening Systems providing transmission service: None

- 7.0 Service under this Service Agreement shall be subject to the combination of the charges detailed below. The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.

- 7.1 Transmission Charges for Network Integration Transmission Service:

The charge will be equivalent to the Monthly Demand Charge, which is the product of the Network Customer's Monthly Network Load (determined pursuant to Section 34.2 of the Tariff) and the Transmission Provider's monthly transmission rate as established in Attachment H-1 of the Tariff.

7.2 Redispatch Charges for Network Integration Transmission Service:

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

7.3 Direct Assignment Facilities Charge: None

7.4 Ancillary Services Charges:

a) Scheduling, System Control and Dispatch Service

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

b) Reactive Supply and Voltage Control from Generation Sources Service

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

c) Regulation and Frequency Response Service

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

d) Generator Regulation and Frequency Response Service

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

e) Energy Imbalance Service

Only to the extent required pursuant to Schedule 4 of the Tariff.

f) Operating Reserve - Spinning Reserve Service

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

g) Operating Reserve - Supplemental Reserve Service

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

h) Real Power Losses

Network Service provided under this agreement shall be assessed real power losses pursuant to Section 28.5 and Schedule 10 of the Tariff.

7.5 Choice of Law and Forum: This Service Agreement shall be interpreted, construed, enforced and implemented pursuant to Federal law. The forum for litigation arising from this Service Agreement shall exclusively be a Federal court of the United States, or other forum available pursuant to Federal law, unless the parties agree to pursue alternative dispute resolution.

7.6 Assignment: Transmission Provider may transfer this Service Agreement, or its rights under this Service Agreement, with prior written approval of Transmission Customer; provided that the written approval of Transmission Customer shall not be unreasonably withheld. After 30 days written notice by Transmission Provider to Transmission Customer of such assignment, Transmission Provider may assign this Service Agreement, if consistent with federal law, to any: (i) affiliate, (ii) successor in interest, or (iii) corporation or any other business entity acquiring all or substantially all assets of PacifiCorp; provided further, that any successor to or assignee of the rights of PacifiCorp, whether by voluntary transfer, judicial sale, foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the Service Agreement to the same extent as Transmission Provider and provided further, that the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this provision.

Exhibit B - Network Resources Available to Transmission Customer

Transmission Customer's customer, Surprise Valley Electrification Corporation, holds a power sales agreement with Bonneville Power Administration (BPA Contract No. 09PB-13110) which provides for firm system sales from the Federal Columbia River Power System (FCRPS).