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RECEIVED
Friday, December 6, 2024
IDAHO PUBLIC
UTILITIES COMMISSION

December 6, 2024

Commission Secretary
Idaho Public Utilities Commission
11331 W. Chinden Boulevard
Building 8, Suite 201-A
Boise, Idaho 83714

Re: Case No. IPC-E-24-44
Idaho Power Company's Application for Approval of a Special Contract and Tariff Schedule 28 to Provide Electric Service to Micron Idaho Semiconductor Manufacturing (Triton) LLC

Dear Commission Secretary:

Attached for electronic filing, please find Idaho Power Company's Application in the above-entitled matter.

Also attached is a Protective Agreement. Attachment 3 and 4 contain confidential information and will be provided to the parties who sign the Protective Agreement.

If you have any questions about the attached documents, please do not hesitate to contact me.

Sincerely,

Megan Goicoechea Allen

Megan Goicoechea Allen

MGA:sg
Attachments

1221 W. Idaho St (83702)
P.O. Box 70
Boise, ID 83707

CERTIFICATE OF ATTORNEY

ASSERTION THAT INFORMATION CONTAINED IN AN IDAHO PUBLIC UTILITIES COMMISSION FILING IS PROTECTED FROM PUBLIC INSPECTION

Idaho Power Company's Application for Approval of Special Contract and Tariff Schedule 28 to Provide Electric Service to Micron Idaho Semiconductor Manufacturing (Triton) LLC

Case No. IPC-E-24-44

The undersigned attorney, in accordance with Commission Rules of Procedure 67, believes that Attachment No. 3 and 4 to Idaho Power Company's Application, dated December 6, 2024, may contain information that Idaho Power or a third party claim constitutes trade secrets, confidential business records, and/or other non-public records exempt from disclosure under state or federal law including but not limited to Idaho Code § 48-801, et seq.; Idaho Code § 74-101, et seq.; and/or U.S. Code of Federal Regulations Title 17. As such, it is protected from public disclosure, inspection, examination, or copying.

DATED this 6th day of December 2024.

Megan Goicoechea Allen

Megan Goicoechea Allen
Counsel for Idaho Power Company

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Attorney for Idaho Power Company

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF IDAHO POWER COMPANY'S APPLICATION FOR APPROVAL OF SPECIAL CONTRACT AND TARIFF SCHEDULE 28 TO PROVIDE ELECTRIC SERVICE TO MICRON IDAHO SEMICONDUCTOR MANUFACTURING (TRITON) LLC.	)	CASE NO. IPC-E-24-44 APPLICATION

Idaho Power Company ("Idaho Power" or "Company"), in accordance with RP 52 and *Idaho Code* §§ 61-502 and 61-503, hereby requests that the Idaho Public Utilities Commission ("Commission") issue an order approving the Special Contract for electric service between Idaho Power and Micron Idaho Semiconductor Manufacturing (Triton) LLC ("Micron") for Micron's new memory manufacturing fabrication complex ("Micron FAB"), and rates proposed in tariff Schedule 28. In support of this Application, Idaho Power represents as follows:

I. BACKGROUND

1. The Commission has broad authority to regulate and fix the rates and charges assessed by Idaho Power. *Idaho Code* §§ 61-502, 61-503. Large Power Service customers that receive service in excess of 20,000 kilowatts ("kW") are required to make

special contract arrangements with the Company. Idaho Power's Schedule 19.[1] Large Power Service customers between 10,000 kW and 20,000 kW may optionally take service under a special contract. *Id*. For rate setting purposes, "each special contract customer is considered a separate class with different conditions and contract terms affecting their rates…" Order No. 33038 at 11. Differentiation between classes of customers is permissible when it is based on cost of service, quantity of electricity used, differences in conditions of service, or the time, nature, and pattern of the customers' use.[2]

2. Micron is a wholly-owned subsidiary of Micron Technology, Inc., a Delaware corporation ("Micron Technology"), which is an existing retail customer of Idaho Power taking service under an existing Special Contract, Schedule 26, for its Research & Development and other supporting operations served by the Micron substation and DRAM substation. Micron Technology is expanding its Boise campus to include the new memory manufacturing fab complex (the "Micron FAB") that will be served by the new CHIP substation through distinct interconnection facilities and Point of Delivery with a unique operating profile and contract demand. The aggregate power requirement at the Micron FAB will exceed 20,000 kW and necessitates the establishment of this second special contract arrangement.

3. Idaho Power and Micron have successfully negotiated the terms and conditions of a Special Contract that is consistent with cost-based principles and methodology included in previously approved electric service agreements but tailored to

[1] *See* I.P.U.C. No. 29, Tariff No. 101, Schedule 19.

[2] *Building Contractors Association of Southwestern Idaho, Inc. v. Idaho Public Utilities Comm'n,* 128 Idaho 534, 539, 916 P.2d 1259, 1264 (1996); *Agricultural Products Corp. v. Utah Power & Light Co.*, 98 Idaho 23, 557 P.2d 617 (1976); and *Idaho State Homebuilders v. Washington Water Power*, 107 Idaho 415, 420, 690 P.2d 350, 355 (1984).

fit the specific service requirements at the Micron FAB. The Micron FAB Special Contract is also referred to herein as the Energy Services Agreement ("ESA"). A copy of the executed ESA for Micron and Schedule 28, which contains the proposed rates for service under the ESA, are attached to this Application as Attachment 1 and Attachment 2, respectively, and subject to the Commission's approval.

4. Micron acknowledges that Idaho Power is in the process of expanding system capacity and securing new resources in order to serve the loads requested at the Micron FAB based on the annual peak demand levels projected by Micron and that Idaho Power is incurring, and will incur, costs to serve the Micron FAB based on the reasonable expectation that Micron will perform its obligations under the ESA.

II. SPECIAL CONTRACT TERMS AND PROVISIONS

Micron FAB Special Contract Overview

5. The Micron FAB ESA was executed on November 21, 2024, and is subject to final regulatory approval. The Service Effective Date under Schedule 28 is applicable beginning the earlier of (1) the first day of the month in the first month that the aggregate power requirement at the Micron FAB exceeds 20,000 kW, or (2) June 1, 2026.

6. The parties agree that the Micron FAB ESA, Schedule 28, and the rates set forth therein are subject to and expressly conditioned upon approval by the Commission. The Micron FAB ESA shall become effective upon approval by the Commission of all terms and provisions without change or condition and will continue until terminated as provided in Section 3 of the ESA.

7. Pursuant to the ESA, Idaho Power agrees to furnish Micron's total requirements for electric service and energy delivered to the Micron FAB facility. The rates and charges for electrical power, energy, and other service provided by Idaho Power

to Micron pursuant to the ESA are identified by component in the proposed Schedule 28.[3] Micron agrees to pay Idaho Power the sum of the components identified in the then-current Schedule 28 for Idaho Power to provide electric service to the Micron FAB facility.

Transmission and Interconnection Facilities

8. Cost recovery for the initial construction for transmission and substation facilities needed to serve the Micron FAB facility load is provided for in separate Procurement and Construction Agreements, provided as Confidential Attachment 3 and 4, respectively, to this Application and incorporated herein by this reference.

9. Consistent with other primary-level service customers, Idaho Power will retain ownership of the transmission and distribution substation facilities and the responsibility for ongoing operating and maintenance costs up to the point of delivery at 34.5 kilovolts ("kV"). Micron will retain ownership of all facilities downstream from the point of delivery and will be responsible for ongoing operating and maintenance of those facilities.

Pricing Considerations and Elements

10. When determining rates for new special contract customers, Idaho Power must account for a number of factors including, but not limited to, each customer's unique needs, site-specific circumstances, infrastructure available at the time, and consideration of the potential impact of the load to the operation, safety, and reliability of Idaho Power's system.[4] Special contract arrangements are highly customer and site-specific, and Idaho Power determines rates for new special contract customers on a case-by-case basis.

[3] Attachment 2 hereto.
[4] See, e.g., *In the Matter of the Application of Idaho Power Company for approval of a Special Contract with J.R. Simplot Company,* Case No. IPC-E-13-23, Order No. 33038 at 11-12 (May 19, 2014).

11. Contract Demand. Contract Demand is defined in the ESA as the monthly schedule of megawatts ("MW") Idaho Power has agreed to make available to the Micron FAB facility based on its forecasted load, whether utilized or not. Micron and Idaho Power agreed to include distinct provisions specific to: (1) the Micron FAB facility during the expansion period ("Scheduled Ramp Contract Demand"), and (2) the Micron FAB facility at steady state ("Embedded Contract Demand"). Micron anticipates an annual peak demand at steady state of approximately 507 MW, beginning in 2031.

12. Minimum Monthly Billing Demand. Billing Demand is defined in the ESA as "the kilowatts supplied to the Micron FAB during the coincident 15-consecutive-minute period of maximum use during the monthly billing period, adjusted for power factor, as measured by the metering equipment located at the Points of Delivery." The minimum Billing Demand that will be charged to Micron during the monthly billing period (the "Minimum Monthly Billing Demand") is defined in Section 5.5 of the ESA. During expansion, the Minimum Monthly Billing Demand is informed by the Scheduled Ramp Contract Demand and is subject to change as a result of any adjustments by Micron to the Scheduled Ramp Contract Demand pursuant to the terms and conditions of the ESA.

13. Customer Safeguards. The Micron FAB ESA contains several provisions intended to protect Idaho Power and its other retail customers from the potential risk of financial harm in the event the load at the Micron FAB facility never fully materializes or is materially delayed. These contractual provisions are contained in the ESA as follows:

14. Section 3, Termination and Termination Payment: The Termination Payment ensures Micron and Micron Technology are liable for the remaining financial obligation related to Idaho Power's commitment to make Contract Demand available.

- Section 5, Contract Demand and Minimum Monthly Billing Demand: In

recognition that Idaho Power is in the process of expanding its system capacity and securing new resources in order to serve the loads requested at the Micron FAB based on the annual peak demand levels projected by Micron, it has agreed to Contract Demand and Minimum Billing Demand provisions to ensure Micron will cover the incremental cost to serve the Micron FAB.

- Section 6, Facilities for Delivery to Micron FAB: Micron and Idaho Power have separately entered into agreements, pursuant to which Micron is funding the construction of the necessary Interconnection Facilities to accommodate its service request.
- Section 10, Security and Credit Support: Micron and Micron Technology must maintain adequate credit support to cover any obligations under the ESA.

15. Power Factor Adjustment. When the Power Factor at the Micron FAB facility is less than 95 percent, as determined by measurement under actual load conditions, Idaho Power will adjust the total Billing Demand by the ratio of the minimum power factor to the actual power factor.

Pricing Structure

16. Proposed Pricing Methodology. With respect to the Micron FAB ESA, Idaho Power evaluated the relevant circumstances to develop pricing that would reduce the potential for cost-shifting and result in Micron fairly contributing to incremental system costs necessary to serve their new load. As a result, Idaho Power proposes a pricing structure that incorporates embedded cost-based demand rates, coupled with the Minimum Billing Demand provisions described above, and marginal cost-based energy

rates, which collectively mitigate the upward pressure on existing customers' rates that would otherwise occur due to the addition of the Micron FAB facility load.

17. The aggregate power requirement at the Micron FAB facility is priced based on: (1) capacity cost per kilowatt, recovered through monthly Contract Demand and Billing Demand charges, and (2) energy priced at a marginal cost-based rate, recovered through the Energy Charge.

18. Demand Charges. To determine the Billing Demand charge, Idaho Power relied on a cost-of-service methodology to allocate costs to the Micron FAB facility utilizing Idaho Power's embedded capacity costs and the projected electrical requirements provided by Micron. The foundation for these calculations was Idaho Power's most recently Commission-reviewed class cost-of-service study from the 2023 General Rate Case, Case No. IPC-E-23-11 ("2023 General Rate Case"), reflecting the final revenue requirement approved in the 2023 General Rate Case. At a high level, costs were then allocated to the Micron FAB facility according to projected loads provided by Micron. This approach is consistent with previously approved ESAs.

19. Because the outcome of the Company's limited issue rate case (Case No. IPC-E-24-07) is currently pending in front of the Commission, the Company proposes to adjust the Billing Demand and Contract Demand charges contained in Schedule 28 to reflect any changes based on the aggregate Special Contract percentage revenue increase authorized by the Commission in Case No. IPC-E-24-07.

20. Marginal Cost-Based Energy Charge. The Company's system is currently facing near-term energy constraints and it is expected that the incremental load will cause an increase in the cost to provide energy to all customers. As such, the Company proposes to price Micron's energy on a marginal cost basis as more fully set forth below.

21. The marginal cost-based Energy Charge is the per kilowatt-hour marginal cost of energy based on the hourly simulation of the Company's power supply operations under expected hydrologic conditions and forecast gas prices. Under this method, net power supply expenses are first quantified using the Company's forecast load for the test year, net of the forecast load priced on a marginal cost basis. Net power supply expenses are then quantified under increased load, which is added in 100 megawatt increments, and a per kilowatt-hour marginal cost rate is determined for each increment. The marginal cost-based Energy Charge is then calculated using the weighted average marginal cost rate of the expected load to be priced at marginal cost in the given test year.

22. The Energy Charge determined using this method, as set forth in proposed Schedule 28 is $0.03684 per kilowatt-hour. This rate was developed based on the 2024-2025 Power Cost Adjustment ("PCA") test year, which reflects expectations from April 2024 through March 2025, and is proposed to be in effect following Commission approval through May 31, 2025.

23. The Company proposed method for determining the marginal cost-based energy rate in the Micron FAB Special Contract is consistent with those principles identified by Commission Staff as best practices that should be considered when evaluating marginal pricing methodologies as set forth in the memo dated February 16, 2023, included as Attachment 5 to this Application.[5]

[5] The memo memorializes the discussions between the Company and Staff regarding the basis for marginal pricing of energy, which resulted from Staff's recommendation, adopted by the Commission, that prior to developing the next general rate case filing the Company should "evaluate and compare other methods for determining a marginal cost of energy." *In the Matter of the Application of Idaho Power Company for Authority to Establish a New Schedule to Serve Speculative High-Density Load Customers*, Case No. IPC-E-21-37, Order No. 35428 at 5-7 (Jun. 15, 2022).

24. To ensure the marginal energy price applied to Micron FAB's energy usage keeps pace with conditions experienced on the Company's system, the Company proposes to submit an annual update to the marginal cost-based energy price utilizing the same method described in this Application. The annual update would be filed around the time of the Company's annual PCA filing, with the updated marginal cost-based energy price proposed to be effective June 1, consistent with PCA rates.[6]

Accounting Treatment.

25. As energy is priced on a marginal-cost basis, the Company proposes that the PCA rate not apply to Micron's marginal cost-based energy sales, consistent with treatment approved by the Commission in Order No. 35929.[7]

26. All costs of supplying power for marginal cost-based priced energy are proposed to be included in the PCA and energy-based revenues from Micron would be treated as surplus sales and an offset to power supply costs. Accordingly, Micron's energy-based revenues would not be included as Idaho retail sales used to calculate the sales-based adjustment in the PCA. The marginal cost-based energy is accounted for as if it were an off-system sale. This PCA treatment is consistent with the approach for Block 2 energy sales in Brisbie LLC's ESA, Block 2 energy sales in Lamb Weston's ESA, and Schedule 20, all of which include marginal cost-based energy rates.

27. After the scheduled ramp period ends, Micron has the option under Section 7.2 of the ESA to request Idaho Power to reevaluate the basis for Energy Charges. This provision was negotiated to allow an "offramp" for the applicability of marginal cost-based

[6] See *Idaho Power Company's Application for its Annual Update to Marginal Pricing Used in Certain Schedules,* Case No. IPC-E-24-15, Order No. 36201 (May 31, 2024).
[7] *In the Matter of Idaho Power Company's Application for Approval of a Special Contract Under Tariff Schedule 34 to Provide Electric Service to Lamb Weston, Inc.*, IPC-E-23-18, Order No. 35929 (Sept. 21, 2023).

energy prices, such that after the scheduled ramp, the Company could consider pricing Micron FAB facility at its then embedded variable energy costs.

III. MODIFIED PROCEDURE

28. Idaho Power believes that a hearing is not necessary to consider the issue presented herein and respectfully request that this Application be processed under Modified Procedure, i.e., by written submissions rather than by hearing. RP 201, *et seq.*

IV. COMMUNICATIONS AND SERVICE OF PLEADINGS

29. Communications and service of pleadings with reference to this Application should be sent to the following:

Megan Goicoechea Allen
Donovan E. Walker
Regulatory Dockets
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ganderson@idahopower.com

V. REQUESTED RELIEF

30. The rates included in Attachment 2 reflect the cost of providing service to the Micron FAB facility and were developed in accordance with the most current Commission-reviewed cost information available. These rates will appropriately recover the cost of providing service to the Micron FAB facility, while limiting the potential for cost shifting between the Micron FAB ESA and the Company's other customer classes. These rates are reasonable, consistent with past cost-of-service determinations, and in the public interest.

31. Accordingly, as set forth more fully above, Idaho Power respectfully requests the Commission issue an order approving: (1) the Micron FAB ESA, included as Attachment 1; (2) the Contract Demand and Billing Demand charges set forth in Schedule 28, included as Attachment 2, adjusted to reflect the composite rate change authorized for special contract customers in Case No. IPC-E-24-07; (3) the Energy Charge set forth in Schedule 28 through May 31, 2024; and (4) authorizing the requested accounting treatment of energy sales under the ESA.

Respectfully submitted this 6th day of December 2024.

Megan Goicoechea Allen

MEGAN GOICOECHEA ALLEN
Attorney for Idaho Power Company

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-24-44

IDAHO POWER COMPANY

ATTACHMENT 1
ENERGY SALES AGREEMENT

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MICRON FAB SPECIAL CONTRACT

BETWEEN

IDAHO POWER COMPANY AND

MICRON IDAHO SEMICONDUCTOR MANUFACTURING (TRITON) LLC

THIS MICRON FAB SPECIAL CONTRACT FOR ELECTRIC SERVICE (this "Agreement") is executed on November 21, 2024 (the "Execution Date"), by MICRON IDAHO SEMICONDUCTOR MANUFACTURING (TRITON) LLC, a Delaware limited liability company ("Micron") and IDAHO POWER COMPANY, an Idaho Corporation ("Idaho Power"). Micron and Idaho Power are hereinafter referred to as a "Party" and collectively as the "Parties".

WHEREAS, Micron is a wholly-owned subsidiary of Micron Technology, Inc., a Delaware corporation ("Micron Technology"), which is an existing retail customer of Idaho Power taking service under an existing Special Contract, Schedule 26, for its Research & Development and other supporting operations served by the Micron substation and DRAM substation at 230:12.5kV; and

WHEREAS, Micron Technology is expanding its Boise campus to include a new memory manufacturing fab complex located at 8000 South Federal Way, Boise, Idaho (the "Micron FAB") that will be served by the CHIP substation at 230:34.5kV through distinct interconnection facilities and Point of Delivery with a unique operating profile and contract demand; and

WHEREAS, Micron expects the aggregate power requirement at the Micron FAB to exceed 20,000 kilowatts ("kW"), which will make it ineligible for service under Schedule 19, Large Power Service, and necessitates the establishment of this second special contract arrangement pursuant to which the Micron FAB will take service under Schedule 28 as more fully set forth herein; and

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WHEREAS, Micron acknowledges that Idaho Power is in the process of expanding its system capacity and securing new resources in order to serve the loads requested at the Micron FAB based on the annual peak demand levels projected by Micron and that Idaho Power is incurring, and will incur, costs to serve the Micron FAB based on the reasonable expectation that Micron will perform its obligations under this Agreement.

NOW, **THEREFORE**, in consideration of the premises and of the mutual covenants herein set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Micron and Idaho Power, each intending to be legally bound, agree as follows:

SECTION 1. – DEFINITIONS

1.1 Defined Terms. Unless otherwise required by the context in which any term appears, initially capitalized terms used herein have the meanings set forth in this Section 1.

1.2 "Affiliate" means with regard to a Party, any Person that directly or indirectly: (a) controls that Party; (b) is controlled by that Party; or (c) is under common control with that Party; where for each of (a), (b) and (c), "control" is defined as possession of the power to direct or cause the direction of the management and policies of a legally recognizable entity, through direct or indirect majority ownership or minimum percentage ownership that would grant the party a controlling interest in such entity.

1.3 "Applicable Law" means all (a) constitutions, treaties, statutes, laws, codes, ordinances, rules, regulations, judgments, decrees, injunctions, writs, orders, decisions, interpretations and requirements of any governmental authority; and (b) rules, listing requirements, decisions and interpretations of any stock exchange or trading market on which securities issued by either of the Parties or any of their respective Affiliates are listed or quoted.

1.4 "Billing Demand" means the kilowatts supplied to the Micron FAB during the coincident 15-consecutive-minute period of maximum use during the monthly billing

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period, adjusted for power factor, as measured by the metering equipment located at the Points of Delivery.

1.5 "Business Day" means any day other than a Saturday, Sunday or federal holiday.

1.6 "Contract Demand" means the level of MW that Idaho Power has agreed to make available to the Micron FAB and shall mean either (a) the Scheduled Ramp Contract Demand, in the case of the period from the Service Effective Date until October 1, 2030, or (b) the Embedded Contract Demand, in the case of the period from and after October 1, 2030.

1.7 "Credit Rating" means for any Person, the senior unsecured and long-term debt rating of such Person by Moody's or S&P.

1.8 "Credit Support" means commercially reasonably security instruments such as Guaranties, Letters of Credit, or cash escrow arrangements provided by Micron or Micron's Parent Guarantor in favor or Idaho Power in a form and substance acceptable to Idaho Power.

1.9 "Creditworthy Entity" means a Person that has a Credit Rating of at least (i) Baa3 or higher by Moody's or (ii) BBB- or higher by S&P. If a Person is rated by more than one of such rating agencies, then such Person shall be a Creditworthy Entity so long as the highest such rating satisfies the foregoing requirement.

1.10 "Embedded Contract Demand" is set forth in Section 5.3 and effective as set forth in Exhibit 3, including any adjustments that have been made in accordance with Section 5.

1.11 "Energy Charges" is defined in Section 7.2.

1.12 "Excess Demand" means Billing Demand in excess of the Contract Demand.

1.13 "Execution Date" is defined in the preamble to this Agreement.

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1.14 "Final Regulatory Approval" means the approval of this Agreement by the IPUC and pursuant to orders the terms of which are reasonably satisfactory to both Idaho Power and Micron.

1.15 "Governmental Authority" means (a) any federal, state, local, municipal or other government, including the IPUC and any other Idaho regulatory body with jurisdiction over a Party or (b) any other governmental, quasi-governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, policy, regulatory or taxing authority or power, including the Public Utility Commission of Oregon, Federal Trade Commission, Federal Energy Regulatory Commission, North American Electric Reliability Corporation and any applicable regional reliability entity, and any successor entity with applicable jurisdiction; provided, however, that "Governmental Authority" shall not in any event include either Party.

1.16 "Guaranty" or "Guaranties" is defined in Section 10.1.

1.17 "Interconnection Facilities" means all facilities which are reasonably required by Prudent Electrical Practices and the National Electric Safety Code to interconnect and deliver electrical power and energy to the Micron FAB, including, but not limited to, transmission facilities, substation facilities, and metering equipment.

1.18 "IPUC" means the Idaho Public Utilities Commission.

1.19 "Letter of Credit" means an irrevocable, transferable, standby letter of credit from a Qualified Issuer naming Idaho Power as the Person entitled to demand payment and present draw requests thereunder.

1.20 "Micron FAB'' is defined in the recitals hereto.

1.21 "Minimum Monthly Billing Demand" is set forth in Exhibit 3 and further described in Section 5.5 and includes any adjustments that have been made in accordance with

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Section 5.

1.22 "Mutual Nondisclosure Agreement" means that certain Mutual Non-Disclosure Agreement by and between Idaho Power and Micron Technology dated as of February 2, 2024.

1.23 "MW" means megawatts.

1.24 "Non-Summer Season" means January through May and October through December of any applicable calendar year.

1.25 "Offer" is defined in Section 15.1.

1.26 "Parent Guarantor" means the parent company of Micron, Micron Technology.

1.27 "Person" means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, governmental authority or other entity.

1.28 "Points of Delivery'' means the locations specified in Section 4.2 where the electrical facilities owned by Micron are interconnected to the electrical facilities owned by Idaho Power and where power and energy are delivered by Idaho Power for the purpose of providing electrical service for the operations of the Micron FAB.

1.29 "Prudent Electrical Practices" means those practices, methods, and equipment that are commonly and ordinarily used in electrical engineering and utility operation to operate electrical equipment and deliver electric power and energy with safety, dependability, efficiency, and economy.

1.30 "Qualified Issuer" means (i) a U.S. commercial bank or (ii) the U.S. branch office of a foreign bank acceptable to Idaho Power, in each case of (i) or (ii) with a Credit Rating of "A-" (or future equivalent) or higher by S&P or "A3" (or future equivalent) or higher by Moody's.

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1.31 "Replacement Credit Support" is defined in Section 10.2.

1.32 "Right of First Refusal" is defined in Section 15.1.

1.33 "Sanctions" means any economic or trade sanctions administered or enforced by any Government Authorities of the United States, (including the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") and the U.S. Department of State), the United Nations, the European Community or, Her Majesty's Treasury or any, and each other sanctions authority which has jurisdiction in respect of any Party or the Micron FAB.

1.34 "Sanctioned Person" means any person (a) that is the target of Sanctions or owned or controlled by any such person(s), or (b) located, organized or resident in, or directly or indirectly owned or controlled by the government of any Sanctioned Territory.

1.35 "Sanctioned Territory" means any country or territory now or hereafter subject to Sanctions.

1.36 "Schedule 28" means the Micron FAB tariff schedule of rates and charges pursuant to this Agreement or its successor schedules approved by the IPUC and on file with the IPUC.

1.37 "Scheduled Ramp Contract Demand" is set forth in Exhibit 3 and further described in Section 5.2 and includes any adjustments that have been made in accordance with Section 5.

1.38 "Service Effective Date" is defined in Section 2.1(a).

1.39 "Summer Season" means June through September of any applicable calendar year.

1.40 "Termination Payment" is defined in Section 3.3.

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SECTION 2. – TERM OF AGREEMENT

2.1 Term of Agreement. This Agreement shall become effective as of the Execution Date, subject to Final Regulatory Approval pursuant to Section 14, and shall continue in full force and effect until terminated in accordance with Section 3.

a. Service Effective Date. Service under Schedule 28 is applicable beginning the earlier of: 1) the first day of the month in the first month that the aggregate power requirement at the Micron FAB exceeds 20,000 kW, or 2) June 1, 2026 (the "Service Effective Date").

SECTION 3. – TERMINATION

3.1 Notice of Termination. Either Party to this Agreement shall have the right to terminate this Agreement by delivering written notice, as set forth in Section 16.1, of termination to the other Party. The notice of termination shall specify the effective date of termination, which shall be no earlier than twelve (12) months after the date of the notice. If both Parties give notice of termination, the earliest effective date will prevail.

3.2 Termination for Cause. If a Party materially breaches this Agreement and the material breach is not cured within thirty (30) days after the non-breaching Party gives written notice to the breaching Party thereof, the non-breaching Party may, at its option, terminate this Agreement by providing written notice to the breaching Party designating the effective date of termination. Failure to pay in accordance with this Agreement shall constitute a material breach.

3.3 Termination Payment. If this Agreement is terminated by Micron for any reason including pursuant to Section 3.1 or as a result of Micron's material breach of this Agreement pursuant to Section 3.2, then Micron shall pay to Idaho Power a termination payment in accordance with the methodology contained in Exhibit 2 (a "Termination Payment"). Each Party agrees and acknowledges that the damages

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Idaho Power would incur due to the termination of this Agreement would be difficult or impossible to predict with certainty and that it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to in this section is a fair and reasonable calculation of such damages and does not represent a penalty. The Termination Payment shall be Idaho Power's sole damages and Micron's sole liability for termination of this Agreement by Micron for any reason including pursuant to Section 3.1 or by Idaho Power as a result of Micron's material breach of this Agreement pursuant to Section 3.2; provided, however, this Agreement shall not prevent either Party from recovering damages resulting from any breach of this Agreement by the other Party that does not result in a termination of this Agreement.

a. Payment of Termination Payment. Within thirty (30) Business Days after the termination of the Agreement, Idaho Power shall submit to Micron an invoice for the Termination Payment due to Idaho Power, if any, calculated pursuant to Exhibit 2. Except to the extent the amount invoiced is subject to a good faith dispute under Section 3.3(b), the Termination Payment shall be made by Micron within fifteen (15) Business Days after receiving such invoice from Idaho Power.

b. Disputes With Respect to Termination Payment. If Micron disputes Idaho Power's calculation of the Termination Payment, in whole or in part, Micron shall, within ten (10) Business Days after receipt of the Termination Payment invoice from Idaho Power, provide to Idaho Power a detailed explanation of the basis for such dispute, and the Parties shall use commercially reasonable efforts to promptly resolve such dispute.

c. Use of Credit Support for Termination Payment. If Micron fails to pay the Termination Payment within the time period set forth in Section 3.3(a), then Idaho Power may, in addition to pursuing any and all other remedies available at law or in equity, proceed against any Credit Support provided by Micron

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pursuant to this Agreement, or any other collateral or security held by Idaho Power in whatever form to satisfy, in whole or in part, the Termination Payment.

d. Survival. The provisions of this Section 3 shall survive the termination or expiration of this Agreement.

SECTION 4. – SERVICES TO BE PROVIDED

4.1 Sale and Delivery of Energy. In accordance with Prudent Electrical Practices and subject to the provisions of this Agreement and the continuing regulatory authority of the IPUC and Idaho Power's General Rules and Regulations on file with the IPUC, Idaho Power will furnish Micron's total requirements for electric power and energy at the Micron FAB. Micron will not resell any portion of the power and energy furnished under this Agreement.

4.2 Points of Delivery. Electric power and energy shall be delivered by Idaho Power to the Micron FAB at the 34,500 volt transformer busses at Idaho Power's CHIP substation.

4.3 Description of Electric Service. Idaho Power shall supply three-phase, 60 HZ alternating current at nominal 34,500 volts, with a maximum steady state variation of plus or minus five percent (5%) under normal system conditions. Consistent with Prudent Electrical Practices, Idaho Power will operate within the capability of its existing system to minimize voltage level fluctuations, the normal frequency variation to be within plus or minus 0.05 HZ on a 60 HZ base.

SECTION 5. – CONTRACT DEMAND

5.1 Contract Demand. The levels of Contract Demand requested by Micron and made available by Idaho Power will be subject to the following provisions described herein.

5.2 Contract Demand During Expansion; Scheduled Ramp Contract Demand. Beginning on the Service Effective Date and continuing until October 1, 2030, Micron has

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requested and Idaho Power has agreed to make available initial levels of Contract Demand, whether utilized or not, based on Micron's load ramp projections, which is the Scheduled Ramp Contract Demand set forth in Exhibit 3.

a. Micron's Adjustment of Scheduled Ramp Contact Demand After Execution Date. Subject to the following schedule, Micron may increase or decrease the Scheduled Ramp Contract Demand; provided, however, Scheduled Ramp Contract Demand shall not increase or decrease more than 30 MW above or below, as applicable, the prior year's Contract Demand. Idaho Power is unable to accommodate changes to the Scheduled Ramp Contract Demand through calendar year 2027, but subject to the limitations set forth in the previous sentence, Micron may adjust the Scheduled Ramp Contract Demand for future years as follows: (a) for calendar year 2028, by providing Idaho Power with written notice by no later than January 1, 2025; and (b) for calendar years 2029 and 2030, by providing Idaho Power with written notice by no later than January 1, 2026.

5.3 Contract Demand After Expansion; Embedded Contract Demand. The Embedded Contract Demand requested by Micron and made available by Idaho Power under the terms of this Agreement shall be 474 MW during the Non-Summer Season and 507 MW during the Summer Season, whether utilized or not.

a. Changes to Embedded Contract Demand. Under the terms of this Agreement, Micron may increase or decrease the Embedded Contract Demand applicable to any Summer Season or Non-Summer Season in even increments of 500 kW by providing written notice to Idaho Power at least twelve (12) months prior to the applicable Summer Season or Non-Summer Season; provided, however, that Micron shall not be allowed to increase or decrease its Embedded Contract Demand applicable to any Summer Season or Non-Summer Season by more than 30 MW compared to the prior Summer Season or Non-Summer Season, as applicable, without the prior written approval of Idaho Power, which shall not

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be unreasonably withheld, and in no event may Micron increase the Embedded Contract Demand to above 507 MW. Increases to the Embedded Contract Demand will be subject to the availability of adequate capacity in Idaho Power's facilities to provide the requested service.

5.4 Excess Demand. The availability of power in excess of the Contract Demand is not guaranteed, and if the Billing Demand at the Micron FAB exceeds Contract Demand, Idaho Power may curtail service to the Micron FAB. Idaho Power reserves the right to install, at any time, at Micron's expense, any device necessary to protect Idaho Power's system from damage which may be caused by Excess Demand at the Micron FAB. Micron will be responsible for any damages to Idaho Power's system or damages to third parties resulting from Excess Demand at the Micron FAB. Micron agrees to use its best reasonable efforts to monitor its electric loads and to advise Idaho Power as soon as possible of the potential for Excess Demand at the Micron FAB. In the event Idaho Power decides, in its sole discretion, to make power available to satisfy Excess Demand, it will be subject to the Daily Excess Demand Charge specified in Schedule 28.

5.5 Minimum Monthly Billing Demand. The Minimum Monthly Billing Demand is based on Micron's load ramp projections and coincident requested Contract Demand as follows:

a. Minimum Monthly Billing Demand During Expansion. The initial Minimum Monthly Billing Demand amounts based on the Scheduled Ramp Contract Demand as of the Execution Date are set forth in Exhibit 3. If Micron makes an adjustment to the Scheduled Ramp Contract Demand pursuant to Section 5.2(a), then effective as of the date of such adjustment (if such adjustment is made on June 1 of a calendar year) or as of the next June 1 to occur (if the adjustment is made on another day of a calendar year), the Minimum Monthly Billing Demand shall automatically be revised to equal the adjusted Scheduled Ramp Contract Demand and will be in effect for 12 months.

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b. Minimum Monthly Billing Demand After Expansion. On the effective date of the Embedded Contract Demand, the Minimum Monthly Billing Demand will decrease by 30 MW from the then-effective Minimum Monthly Billing Demand. Thereafter, Minimum Monthly Billing Demand will automatically reduce by 30 MW on June 1 of each year down to a minimum of 20 MW.

SECTION 6. – FACILITIES FOR DELIVERY TO MICRON FAB

6.1 Additional Facilities. The Parties acknowledge that they have separately entered into an Amended and Restated Procurement Agreement dated February 1, 2023, and a Construction Agreement dated May 16, 2023, pursuant to which Micron is paying Idaho Power to construct the necessary Interconnection Facilities to accommodate the Scheduled Ramp Contract Demand for the Micron FAB up to 416,200 kW. Micron acknowledges that such Interconnection Facilities may not be sufficient to supply the maximum Contract Demand of 507 MW. To the extent that additional transmission and/or substation Interconnection Facilities are required to provide service up to the maximum Contract Demand, special arrangements will be made in a separate construction agreement between Micron and Idaho Power. If distribution facilities downstream from substation equipment are required to supply the desired service, those facilities will be provided under the terms and conditions of Rule H of Idaho Power's General Rules and Regulations.

6.2 Operation and Maintenance. Idaho Power will operate and maintain Interconnection Facilities necessary to provide service to the Micron FAB.

SECTION 7. – CHARGES TO BE PAID BY MICRON TO IDAHO POWER

7.1 Rates and Charges. The rates and charges for electrical power, energy, and other services provided by Idaho Power to the Micron FAB will be identified by component in Schedule 28. The total amount to be paid by Micron for electric service to the Micron FAB will be the sum of the components identified on Schedule 28.

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7.2 Marginal Cost-Based Energy Charges. Schedule 28 shall include the marginal cost-based energy charges (the "Energy Charges"). The Energy Charges will be subject to IPUC approval and Idaho Power shall provide IPUC with updated Energy Charges annually. At Micron's request, Idaho Power agrees to reevaluate the basis for the Energy Charges after the scheduled ramp period ends on September 30, 2030.

7.3 Power Factor. When the Micron FAB's adjusted power factor is less than 95 percent during the 15-consecutive-minute period of maximum use for the monthly billing period, Idaho Power will adjust the Billing Demand by multiplying the metered demand in kilowatts by 0.95 and dividing that product by the adjusted power factor. The reactive component of the adjusted power factor is comprised of the reactive load plus the 230/34.5 kV transformer reactive losses reduced by the amount of reactive correction paid for by Micron.

7.4 Billing and Metering Provisions. Billing Demand at the Micron FAB shall be determined on a 15-minute coincidental basis and shall be billed accordingly.

a. Meter Equipment. Idaho Power will install and maintain suitable metering equipment for each Point of Delivery so that coincident Billing Demand and energy consumption can be determined for the billing period. Failure of the meters or the telecommunication equipment or any inconsistency between meters will be addressed promptly by Idaho Power.

b. Meter Errors. If a meter should fail to register correctly, and no reading can be obtained from the back-up meter, estimated readings shall be used for calculating consumption. In calculating the estimate, consideration will be given to Micron's consumption in the hours immediately preceding the meter data failure or for consumption in similar periods of other years and other relevant facts. If Micron is due a credit or is subject to a charge as a result of a meter error, then Idaho Power shall recalculate prior billings using the corrected meter data and provide any such credit or additional charge on the next monthly invoice.

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SECTION 8. – PAYMENT OF BILLS

8.1 Billing Data. Micron shall pay Idaho Power the sum of all charges as listed in Schedule 28 as consideration for all services provided under this Agreement. Invoices for payment for electric services shall be prepared and submitted by Idaho Power to Micron monthly. All invoices or bills shall contain such data as may be reasonably required to substantiate the billing, including statements of the meter reading at the beginning and end of the billing period, meter constants, and consumption during the billing period.

8.2 Payment Procedure. All bills or accounts for electric service owed by Micron to Idaho Power hereunder shall be due and payable within fifteen (15) Business Days following Micron's receipt of the monthly invoice from Idaho Power. Payment will be made by electronic transfer of funds. Idaho Power shall provide Micron with current ABA routing numbers and any other necessary instructions to facilitate the electronic transfer of funds.

SECTION 9. – ACCESS TO PREMISES

9.1 Access to Premises. During the term of this Agreement, and for a reasonable period following termination, Idaho Power shall have access to the Micron FAB premises at all reasonable times with proper notice to Micron for the purposes of reading meters, making installations, repairing, and removing Interconnection Facilities and Idaho Power equipment, and for other proper purposes hereunder.

SECTION 10. – SECURITY AND CREDIT SUPPORT

10.1 Guaranty. Within ten (10) Business Days after the Execution Date, Micron shall cause Micron Technology to deliver and maintain a guaranty in favor of Idaho Power in substantially the form of Exhibit 4 attached hereto or such other form reasonably acceptable to Idaho Power ("Guaranty").

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10.2 Parent Guarantor Credit Trigger Event. If at any time, the Credit Rating of Micron Technology is downgraded such that it is no longer a Creditworthy Entity, Idaho Power may deliver notice thereof to Micron, and within ten (10) Business Days after such notice, Micron shall deliver to Idaho Power replacement Credit Support in the form of a Letter of Credit or cash (to be held in an escrow account in a form and substance satisfactory to the Parties) ("Replacement Credit Support") in a capped amount at any given time calculated in accordance with the methodology contained in Exhibit 2 and updated pursuant to Section 10.2(a). Upon delivery of Replacement Credit Support to Idaho Power, the Guaranty issued by Micron Technology pursuant to Section 10.1 shall be deemed to be terminated and replaced by such Replacement Credit Support; provided, however, that, if Micron Technology subsequently becomes a Creditworthy Entity again, Micron may elect to terminate the Replacement Credit Support and cause Micron Technology to deliver and maintain a Guaranty in favor of Idaho Power, in which case Idaho Power shall return the Replacement Credit Support to Micron within ten (10) Business Days of Idaho Power's receipt of such Guaranty. Otherwise, Micron shall maintain such Replacement Credit Support until Idaho Power is required to return the Replacement Credit Support under Section 10.4.

a. Replacement Credit Support Updates. While Replacement Credit Support is in place, Idaho Power will provide Micron with an updated amount based on the methodology contained in Exhibit 2 on an annual basis. At Micron's written request, with a minimum of 30 days' notice, Idaho Power will provide an interim updated Replacement Credit Support amount based on the methodology contained in Exhibit 2 no more frequently than every six (6) months.

10.3 Credit Support. Idaho Power is entitled to draw upon any Credit Support for any damages or obligations to which Idaho Power is entitled to under this Agreement including, but not limited to, the Termination Payment pursuant to Section 3, so long as such damages or obligations have been invoiced to Micron and are past due. The

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security contemplated under this section constitutes security for, but is not a limitation of, Micron's obligations and liabilities under this Agreement.

10.4 Unused Credit Support. Idaho Power shall return the unused portion of any Credit Support promptly after this Agreement is terminated and all obligations of Micron arising under this Agreement, including any Termination Payment, have been paid in full (whether directly or indirectly through set-off or netting) or fully performed.

SECTION 11. – ASSIGNMENT

11.1 Successors and Assigns. This Agreement shall be binding upon the heirs, legal and personal representatives, successors and assigns of the Parties hereto.

11.2 Restriction on Assignments. Except as otherwise expressly set forth in this Section 11.2, neither Party may assign either this Agreement or any of its rights or obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Micron may without consent assign this Agreement to any Affiliate of Micron so long as (i) such assignee is, or will be upon such assignment, the owner of the Micron FAB, (ii) the assignee agrees in writing that it assumes all past, current and future liabilities of Micron to Idaho Power, and (iii) the assignee shall have delivered the Credit Support required by this Agreement. This Agreement may not be assigned by either Party to a Sanctioned Person. Neither Party may suffer a change of ownership or control, whether direct or indirect, voluntary or by operation of law, such that the Party becomes a Sanctioned Person.

11.3 Non-Complying Transfers Void. Upon any assignment by either Party in accordance with the provisions of Section 11.2, such Party shall be relieved of and released from its obligations under this Agreement to the extent of such assignment. Except as specifically provided for in Section 11.2, any assignment or transfer of this Agreement or any rights, duties, or interest hereunder or any portion thereof by any Party without the prior written consent of the other Party shall be void and of no

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force or effect.

SECTION 12. – INDEMNIFICATION

12.1 General Indemnities. Each Party ("Indemnifying Party") shall protect, defend, indemnify and hold harmless the other Party and its officers, directors, and employees (each, an "Indemnified Party" and collectively the "Indemnified Parties") for, from and against any and all liability, suits, loss, damage, claims, actions, costs, and expenses of any nature, including court costs and attorneys' and expert witness fees, whether actual or merely alleged, as a result of injury to or death of third Persons or destruction, loss or damage to property of third Persons arising in any way in connection with, or related to, this Agreement (collectively "Indemnified Loss"), but only to the extent such Indemnified Loss is not due to the negligence or other breach of legal duty of the Indemnified Party; provided, however, that each Party shall be solely responsible for claims of and payment to its employees for injuries occurring in connection with their employment or arising out of any workman's compensation law.

SECTION 13. – IDAHO PUBLIC UTILITIES COMMISSION JURISDICTION

13.1 Regulatory Jurisdiction. This Agreement and the respective rights and obligations of the Parties hereunder, shall be subject to (a) Idaho Power's General Rules and Regulations as now or hereafter in effect and on file with the IPUC and (b) to the jurisdiction and regulatory authority of the IPUC and the laws of the State ofIdaho.

13.2 Rate Regulation. The rates set forth in this Agreement and Schedule 28 are subject to the continuing jurisdiction of the IPUC. The rates under this Agreement are subject to change and revision by order of the IPUC upon a finding, supported by substantial competent evidence, that such rate change or revision is just, fair, reasonable, sufficient, non-preferential, and nondiscriminatory. It is the Parties' intention by such provision that the rate making standards to be used in making any

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revisions or changes in rates, and the judicial review of any revisions or changes in rates, will be the same standards that are applicable to Idaho intrastate tariff rates.

SECTION 14. – REGULATORY APPROVAL

14.1 Commission/Regulatory Approval. This Agreement is subject to, expressly conditioned upon, and shall only become finally effective upon Final Regulatory Approval.

SECTION 15. – RIGHT OF FIRST REFUSAL

15.1 Right of First Refusal. It is the Parties' intent to provide Idaho Power with a right of first refusal applicable to Micron's purchase(s) of power and energy for the Micron FAB following the expiration or termination of this Agreement (the "Right of First Refusal"). Accordingly, if Micron receives a legally enforceable proposal or proposals from a third party or parties offering to sell to Micron power and energy for the Micron FAB (the "Offer(s)"), which sale(s) would commence after termination of this Agreement, Micron will provide Idaho Power, to the extent permitted by law, with the following:

a) A copy of such third-party or parties Offer(s) including the rates and a description of the material terms and conditions upon which such sale(s) would be made; and

b) Documentation demonstrating to Idaho Power's reasonable satisfaction that the third-party seller or sellers making the Offer(s) are authorized under state and federal law to sell power and energy to the Micron FAB; and

c) Documentation demonstrating to Idaho Power's reasonable satisfaction that the potential third-party seller or sellers making the Offer(s) have the ability to deliver power either to the Micron FAB or to Idaho Power for delivery to the Micron FAB; and

d) Certification by Micron that it desires to purchase electric power and energy from

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such third-party seller or sellers in accordance with the rates, terms and conditions specified in the Offer(s).

15.2 Idaho Power's Acceptance or Rejection of Right. Upon receipt of the above-described materials from Micron, Idaho Power will have sixty (60) days in which to notify Micron in writing whether or not it is willing to meet or better all of the material terms and conditions of the Offer(s) proposed by such third-party seller or sellers. If this Agreement is still in effect and Idaho Power does not agree to meet or better such third-party's or parties' Offer(s), at Idaho Power's option, this Agreement will be (1) amended to allow Idaho Power to serve the portion of Micron's load not served in accordance with the Offer(s) for the remaining term of this Agreement, or (2) terminated in accordance with Section 3 of this Agreement.

15.3 Exclusivity Period. The Parties agree that the Right of First Refusal set forth hereinabove is not perpetual, but may be exercised by Idaho Power until Micron has received Offer(s), at one time or another, and whether or not such Offer(s) have been met or bettered by Idaho Power, for an aggregate total amount of power and energy equal to at least 507 MW. The Parties further agree that if Micron presents the third-party's or parties' Offer(s) to Idaho Power after termination of this Agreement, the Right of First Refusal shall survive such termination.

SECTION 16. – MISCELLANEOUS PROVISIONS

16.1 Notices. All notices, requests, statements or payments shall be made to the addressee specified in Exhibit 1. Notices shall, unless otherwise specified herein, be in writing and delivered by hand, certified United States mail (return receipt requested), reputable overnight courier service or email. For all notices delivered by a method other than email, the Party giving notice shall, at the time of sending such notice, send an email copy of the notice to the email addresses provided for such addressee in Exhibit 1. Notice by email or hand delivery shall be effective when received, if received during business hours on a Business Day, and otherwise shall

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be effective on the next Business Day; provided that email notice shall not be effective unless and until acknowledged by the recipient. Notice by overnight United States mail or courier shall be effective upon receipt or rejection, as specified in the return receipt or tracking report, as applicable. A Party may change its addresses by providing notice thereof in accordance with this section.

16.2 Integrated Resource Planning. Upon request from Idaho Power, Micron agrees to provide a good faith estimate of a 20-year load forecast, using the Annual Load Forecast Template provided as Exhibit 5 to the Agreement or such other form reasonably acceptable to Idaho Power, which shall include any known planned additions to the Micron FAB.

16.3 Entirety. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements or representations between the Parties concerning the same subject matter.

16.4 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing between the Parties shall constitute a waiver of the rights of either Party arising under this Agreement or otherwise. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. Except as otherwise provided herein, the remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

16.5 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a governmental authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or

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unenforceable term, provision or condition shall be severed from this Agreement, and the Parties shall negotiate in good faith to replace such invalid, void or unenforceable provisions with valid and enforceable provisions which achieve the benefit of the bargain intended by the Parties to the greatest extent permitted by Applicable Law.

16.6 Confidentiality. Any information disclosed by one Party to the other Party in connection with this Agreement shall be subject to the Mutual Nondisclosure Agreement, and the terms and conditions of the Mutual Nondisclosure Agreement are hereby incorporated herein.

16.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same original instrument. A signature in "PDF" format or electronic signature to this Agreement shall be deemed an original and binding upon the Party against which enforcement is sought.

16.8 Exhibits. The Exhibits attached hereto shall form a part of the Agreement and are hereby incorporated into this Agreement by reference as if fully set forth herein.

16.9 Modification/Amendment. This Agreement may not be modified or amended except by a written instrument signed by each of the Parties hereto.

16.10 Governing Law. Unless otherwise expressly provided herein, the terms and conditions of this Agreement shall be governed by, controlled, construed, and enforced in accordance with the laws and decisions of the state of Idaho applicable to agreements to be made and to be performed in Idaho without regard to principles of conflicts of law.

16.11 Limitations of Remedies, Liability, and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF

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ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR SUCH BREACH UNLESS OTHERWISE STATED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE (EXCEPT TO THE EXTENT THAT AN INDEMNIFYING PARTY PURSUANT TO THE PROVISIONS OF SECTION 12 HEREOF IS OBLIGATED TO INDEMNIFY AGAINST THIRD PARTY CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOST PROFITS OR BUSINESS INTERRUPTION DAMAGES); PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NOR LIMIT A PARTY'S RIGHT TO ANY DAMAGES PURSUANT TO THE MUTUAL NON-DISCLOSURE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

16.12 Third Party Beneficiaries. This Agreement is not intended to, and does not, confer

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upon any Person other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.

16.13 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or between any Party and the other Party's Affiliates or members, or to impose any partnership obligation or liability upon either Party or their Affiliates or members. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or as an agent or representative of, or to otherwise bind the other Party.

16.14 Headings and Titles. All the headings, titles, subheadings, and subtitles herein are inserted as a matter of convenience and reference only. They in no way define, limit, extend, or describe the scope or intent of this Agreement.

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

MICRON IDAHO SEMICONDUCTOR MANUFACTURING (TRITON) LLC

By: Heather Baldwin

Name: Heather Baldwin

Title: Vice President

IDAHO POWER COMPANY

By: Adam Richins

Name: Adam Richins

Title: COO

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EXHIBIT 1

to

Micron FAB Special Contract

Between Idaho Power Company and Micron Technology, Inc.

Dated November 21, 2024

NOTICES INFORMATION

If to Idaho Power:

Idaho Power Company
ATTN: Vice President of Regulatory Affairs
1221 West Idaho Street (83702)
P.O. Box 70
Boise, Idaho 83707
tel: 208-388-5515
fax: 208-388-6936
email: ttatum@idahopower.com

If to Micron: Micron Technology, Inc.
8000 S. Federal Way
Boise, ID 83716
Attn: Indirect Procurement

With a copy to: Micron Technology, Inc.
8000 S. Federal Way
Boise, ID 83716
Attn: General Counsel
Email: corporatenotices@micron.com

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EXHIBIT 2

to

Micron FAB Special Contract

Between Idaho Power Company and Micron Technology, Inc.

Dated November 21, 2024

TERMINATION PAYMENT / REPLACEMENT CREDIT SUPPORT

The amount of the Termination Payment and/or Replacement Credit Support will be calculated and delivered by Idaho Power to Micron pursuant to the terms and provisions of Section 3 and Section 10, respectively. The inputs included in the calculation will be in accordance with those in effect when the amount of the Termination Payment or Replacement Credit support is delivered to Micron.

Part A: Summary of Calculation Methodology and Inputs

The calculation will quantify the net present value ("NPV") of estimated monthly charges for (1) Contract Demand and (2) Billing Demand. The NPV discount rate used will be the most recent IPUC-approved cost of debt for Idaho Power.

Monthly charges will be calculated using then-current rates pursuant to the IPUC-approved tariff Schedule 28, or successor tariff schedule.

A monthly schedule for calculating monthly charges for both Contract Demand and Billing Demand will be developed based on the number of months for which Micron's Contract Demand would be greater than 20 MW if it were to exercise its right to decrease Contract Demand pursuant to Sections 5.2 and 5.3.

The then-current Contract Demand will be used for the initial level of Contract Demand in the monthly schedule and decrease pursuant to the limitations of Sections 5.2 and 5.3. The then-current Minimum Monthly Billing Demand will be used for the initial level of Billing Demand in the monthly schedule and decrease pursuant to the limitations of Section 5.5.

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Part B: Illustrative Example Calculation

For simplicity of this illustrative example, Embedded Contract Demand for both Summer and Non-Summer Season at the effective date of termination or notice of Replacement Credit Support is 480 MW and Minimum Monthly Billing Demand is 430 MW.

The term of the monthly schedule for quantifying monthly charges will be calculated with the following formula:

$$Term\ of\ Monthly\ Schedule\ (Years) = \frac{Maximum\ Contract\ Demand}{30\ MW\ Maximum\ Annual\ Reduction}$$

$$Term\ of\ Monthly\ Schedule\ (Years) = \frac{480\ MW}{30\ MW} = 16\ Years$$

For illustrative purposes of this example, the monthly Contract Demand charge is $3.50 per kW of Contract Demand and the monthly Billing Demand charge is $15.00 per kW of Billing Demand. The following table is a simplified example of the calculation of the monthly charges.

Illustrative Example

	(A)	(B)	(C)	(D) *(A * B * C)*	(E)	(F)	(G) *(A * E * F)*	(H) *(D + G)*	(I)
Year	Mths	Contract Demand	Contract Demand Monthly Rate	Contract Demand Charge	Billing Demand	Billing Demand Monthly Rate	Billing Demand Charge	Total Demand Charges	NPV Total Demand Charges
1	12	480 MW	$3.50/kW	$ 20,160,000	430 MW	$15.00/kW	$ 77,400,000	$ 97,560,000	$ 92,825,880
2	12	450 MW	$3.50/kW	$ 18,900,000	400 MW	$15.00/kW	$ 72,000,000	$ 90,900,000	$ 82,292,158
3	12	420 MW	$3.50/kW	$ 17,640,000	370 MW	$15.00/kW	$ 66,600,000	$ 84,240,000	$ 72,562,161
4	12	390 MW	$3.50/kW	$ 16,380,000	340 MW	$15.00/kW	$ 61,200,000	$ 77,580,000	$ 63,582,692
5	12	360 MW	$3.50/kW	$ 15,120,000	310 MW	$15.00/kW	$ 55,800,000	$ 70,920,000	$ 55,303,822
6	12	330 MW	$3.50/kW	$ 13,860,000	280 MW	$15.00/kW	$ 50,400,000	$ 64,260,000	$ 47,678,702
7	12	300 MW	$3.50/kW	$ 12,600,000	250 MW	$15.00/kW	$ 45,000,000	$ 57,600,000	$ 40,663,380
8	12	270 MW	$3.50/kW	$ 11,340,000	220 MW	$15.00/kW	$ 39,600,000	$ 50,940,000	$ 34,216,628
9	12	240 MW	$3.50/kW	$ 10,080,000	190 MW	$15.00/kW	$ 34,200,000	$ 44,280,000	$ 28,299,787
10	12	210 MW	$3.50/kW	$ 8,820,000	160 MW	$15.00/kW	$ 28,800,000	$ 37,620,000	$ 22,876,608
11	12	180 MW	$3.50/kW	$ 7,560,000	130 MW	$15.00/kW	$ 23,400,000	$ 30,960,000	$ 17,913,113
12	12	150 MW	$3.50/kW	$ 6,300,000	100 MW	$15.00/kW	$ 18,000,000	$ 24,300,000	$ 13,377,461
13	12	120 MW	$3.50/kW	$ 5,040,000	70 MW	$15.00/kW	$ 12,600,000	$ 17,640,000	$ 9,239,815
14	12	90 MW	$3.50/kW	$ 3,780,000	40 MW	$15.00/kW	$ 7,200,000	$ 10,980,000	$ 5,472,230
15	12	60 MW	$3.50/kW	$ 2,520,000	20 MW	$15.00/kW	$ 3,600,000	$ 6,120,000	$ 2,902,089
16	12	30 MW	$3.50/kW	$ 1,260,000	20 MW	$15.00/kW	$ 3,600,000	$ 4,860,000	$ 2,192,769
Total NPV									**$ 591,399,295**

Note: For illustrative purposes the IPUC-approved cost of debt for Idaho Power 5.1%.

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EXHIBIT 3

to

Micron FAB Special Contract

Between Idaho Power Company and Micron Technology, Inc.

Dated November 21, 2024

INITIAL LEVELS OF CONTRACT DEMAND AND MINIMUM MONTHLY BILLING DEMAND

Contract Demand as of the Execution Date	
Effective as of:	Contract Demand (MW):
Service Effective Date*	40.5
June 1, 2026	129.0
October 1, 2026	172.0
February 1, 2027	172.0
June 1, 2027	199.5
October 1, 2027	244.0
February 1, 2028	284.0
June 1, 2028	335.0
October 1, 2028	363.0
February 1, 2029	396.0
June 1, 2029	445.0
October 1, 2029	438.0
February 1, 2030	453.0
June 1, 2030	495.0
October 1, 2030	Embedded Contract Demand

Minimum Monthly Billing Demand During Expansion	
Effective as of:	Minimum Monthly Billing Demand (MW):
Service Effective Date*	20
June 1, 2026	129.0
June 1, 2027	199.5
June 1, 2028	335.0
June 1, 2029	445.0
June 1, 2030	495.0

* This level of Contract Demand is applicable only if the aggregate power requirement at the Micron FAB exceeds 20,000 kW prior to June 1, 2026, pursuant to Section 2.1(a).

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EXHIBIT 4

to

Micron FAB Special Contract

Between Idaho Power Company and Micron Technology, Inc.

Dated November 21, 2024

FORM OF GUARANTY

PARENT GUARANTY OF PAYMENT

THIS GUARANTY (the "Guaranty") is made as of the day of , 20 (the "Effective Date") by Micron Technology, Inc., a corporation formed under the laws of the State of Delaware ("Guarantor") to and in favor of Idaho Power Company, a corporation formed under the laws of the State of Idaho (the "Beneficiary") in consideration of Beneficiary extending credit to Micron Idaho Semiconductor Manufacturing (Triton) LLC, a limited liability company formed under the laws of the State of Delaware ("Obligor"), a wholly-owned subsidiary of Guarantor.

RECITALS:

A. Obligor and the Beneficiary have entered into or are anticipating entering into one or more contracts involving the purchase, sale, transportation, exchange, or similar transactions with respect to electricity or other energy commodities or energy related services (the "Transactions"). As part of the Transactions between the Beneficiary and Obligor, the Beneficiary will be extending credit to the Obligor and Guarantor wishes to provide this Guaranty to the Beneficiary as part of Obligor's consideration for such Transactions and to induce the beneficiary to extend credit to the Obligor.

B. Guarantor has agreed to guarantee to the Beneficiary the proper performance, payment and discharge of Obligor's Obligations (as defined in Section 1 hereof) by Guarantor.

IN CONSIDERATION OF the Beneficiary entering into the Transactions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Guarantor, and intending to be legally bound hereby, Guarantor covenants to, and agrees with, the Beneficiary as follows:

1. Guaranty. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the Beneficiary and its successors and permitted assigns, the due, punctual and complete performance, payment and discharge by Obligor of each and all of the performance, payment, indemnification and other obligations and liabilities of any and every nature and kind whatsoever, whether now in existence or hereafter arising, on the part of Obligor arising under the Transactions or otherwise in relation to the transactions therein provided for (collectively, the "Obligor's Obligations").

2. Absolute Liability of Guarantor. The obligations of Guarantor hereunder are absolute, primary, direct and independent obligations and are not subject to any right of set-off, recoupment or counterclaim as against the Beneficiary. The Beneficiary is not required to exhaust its recourse against Obligor, or any other Person, or any security it may hold, or to take any other action before being entitled to demand, by written notice, payment or performance of Obligor's Obligations from Guarantor.

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3. Payment; Currency. All sums payable by Guarantor hereunder shall be made in freely transferable and immediately available funds and shall be made in the currency in which Obligor's Obligations were due. If Obligor fails or refuses to pay any Obligor's Obligations when due and owing, Beneficiary may make a demand upon Guarantor (hereinafter referred to as a "Payment Demand"). A Payment Demand shall be in writing and shall specify in what manner and what amount Obligor has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Beneficiary is calling upon Guarantor to pay under this Guarantee. A Payment Demand satisfying the foregoing requirements shall be deemed sufficient notice to Guarantor that it must pay such amount and such payment shall be made to Beneficiary by Guarantor within three business (3) days after receipt of such Payment Demand. A single written Payment Demand shall be effective as to any specific default under the Transactions that is capable of being cured by the payment of money during the continuance of such default and additional written demands concerning such default shall not be required until such default is cured. Beneficiary shall promptly return to Guarantor any amount paid by Guarantor if and to the extent a court of competent jurisdiction (upon final appear thereof, if any) shall have determined that such Obligor's Obligation was not payable by Guarantor.

4. No Release of Guarantor. Guarantor has no right either to terminate this Guaranty or to be released or discharged from its obligations hereunder, which obligations shall not be affected, released nor diminished for any reason whatsoever including:

(a) any release or discharge, in whole or in part, of Obligor's Obligations or any amendment or supplement to or any modification of, assignment or termination, in whole or in part, the Transactions;

(b) any extension or renewals of Obligor's Obligations or any change in the time, manner or place of payment or performance of Obligor's Obligations or any course of dealing by the Beneficiary with Obligor (including accepting any compromises from Obligor);

(c) the occurrence of any event of default by Obligor under the Transactions or otherwise in relation to Obligor's Obligations;

(d) any taking (or any abstaining from taking) of any security or guarantee for the performance of Obligor's Obligations, in whole or in part, or the perfecting (or the failing to perfect) any such security;

(e) any exchange, surrender, substitution, loss or release of, or other dealing with, any security or guarantee from time to time held by the Beneficiary for the performance of all or any part of Obligor's Obligations;

(f) any waiver, consent or other action or inaction or any exercise or non-exercise of any right, remedy or power with respect to Obligor's Obligations;

(g) any merger, amalgamation or consolidation of Obligor into or with any other Person or any change in the corporate existence, financial condition, constitution, name, structure, business, control or ownership of Obligor;

(h) any bankruptcy, winding-up, liquidation, dissolution, insolvency, reorganization or other similar proceeding affecting Obligor or its assets or any release, stay or discharge of any Obligor's Obligations resulting therefrom;

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(i) any invalidity, illegality, irregularity or unenforceability for any reason of the Transactions, Obligor's Obligations or any part thereof as regards Obligor;

(j) any provision of applicable Laws purporting to prohibit the payment by Obligor or Guarantor of any amount payable by Obligor in connection with Obligor's Obligations;

(k) any force majeure (other than a force majeure which, pursuant to the Transactions, relieves Obligor of liability for the performance of any Obligor's Obligations);

(l) any lack or limitation of power, incapacity or disability on the part of Obligor to enter into the Transactions or of its directors, partners or agents or any other irregularity, defect or informality on the part of Obligor in relation to Obligor's Obligations; and

(m) any other Laws or other circumstances or matters that might otherwise constitute a legal or equitable discharge or release of a surety or guarantor.

5. Waiver of Notice & Defences. Guarantor hereby waives: (a) diligence, presentment, protest, demand for payment, notice of dishonour or non-payment, notice of acceptance of this Guaranty and any other notice not expressly granted to Guarantor by this Guaranty; and (b) all defences (legal or equitable) which, if asserted, would diminish the liability of Guarantor under this Guaranty.

6. No Subrogation against Obligor. Until all obligations of Guarantor under this Guaranty are discharged: (a) Guarantor shall not assert against Obligor any claim that Guarantor now has or may hereafter have against Obligor in connection with this Guaranty or the performance by Guarantor of its obligations hereunder (provided that, Guarantor may assert any such claim if required due to the imminent expiry of an applicable limitation period or otherwise to preserve such claim but only to the extent required to preserve such claim); (b) the Beneficiary shall not be subrogated to any of Guarantor's rights in Obligor's Obligations; and (c) Guarantor agrees that it shall not exercise any rights of subrogation, reimbursement, contribution or indemnity from Obligor with respect to this Guaranty to the extent the exercise of such rights would be reasonably likely to impair the ability of Obligor to perform Obligor's Obligations.

7. Continuing Guaranty. This Guaranty is a continuing guarantee and, in the case of each of Obligor's Obligations requiring the payment of monies, this Guaranty applies to and secures any ultimate balance due or remaining due to the Beneficiary; and if, at any time, all or any part of any monies paid previously applied by the Beneficiary to any Obligor Obligation is or must be rescinded or returned by the Beneficiary for any reason whatsoever, such Obligor Obligation will, for the purposes hereof, to the extent such payment is or must be rescinded or returned, be deemed to have continued in existence and this Guaranty shall continue to be effective or be reinstated, as applicable, to such Obligor Obligation as if such application had not been made.

8. Recovery Limitation under Transactions. Notwithstanding any other provision of this Guaranty all limitations of liability (including requirements to file notice of claims prior to certain specified dates in order to permit the same to be proceeded with) in favour of Obligor contained in the Transactions shall apply equally to the liability of Guarantor under this Guaranty such that the Beneficiary shall not be entitled to claim any liability against (or to receive any recovery from) Guarantor in excess of that which the Beneficiary would have been entitled to recover from Obligor, in the aggregate, under the Transactions. For purposes of clarity, the guaranteed obligations include to Obligor's Obligations as set forth in Section 1, together with all reasonable costs and expenses (including attorney's fees), if any, incurred by Beneficiary in enforcing its rights under this Guaranty and under the Transactions.

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9. Entire Guaranty and No Representations. This Guaranty constitutes the entire agreement between the Beneficiary and Guarantor with respect to the guarantee by Guarantor of Obligor's Obligations herein provided for and cancels and supersedes any prior understandings and agreements with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, regarding the guarantee by Guarantor of Obligor's Obligations herein provided for other than as expressly stated and set forth in this Guaranty.

10. No Assignment. Neither Guarantor nor the Beneficiary may assign its interest in this Guaranty or any of its rights and obligations hereunder without the prior written consent of the other, and, subject to the foregoing, this Guaranty enures to the benefit of, and is binding upon, Guarantor and the Beneficiary and their respective successors and permitted assigns; provided, however, that Beneficiary may assign its interest in this Guaranty, or any of its rights and obligations hereunder, to any Person that Beneficiary has the right to make an assignment to pursuant to the terms of the Transactions.

11. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Idaho (without reference to conflict of laws rules). THE GUARANTOR AND BENEFICIARY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY.

12. Notices. All notices sought or required to be given hereunder shall be in writing and shall be effectively given or made if delivered personally, sent by prepaid courier service, sent by registered/certified mail (postage fully prepaid) or sent by facsimile (with transmission confirmed), in each case to the applicable address and/or facsimile number set out below:

If to the Beneficiary:

Idaho Power Company
Attn: Legal Department
1221 W. Idaho Street
Boise, ID 83702

If to Guarantor:

Micron Technology, Inc.
8000 S. Federal Way
Boise, ID 83716

Attention: General Counsel
Email: corporatenotices@micron.com

or at such other address and/or facsimile number as may be given by Guarantor or the Beneficiary to the other by notice in writing from time to time and such notices shall be deemed to have been received, if delivered personally or by prepaid courier service, upon delivery, if transmitted by facsimile on or prior to 5:00 p.m. (Boise, Idaho local time) on a Business Day, upon the completion of its transmission (and if not transmitted on a Business Day or transmitted after 5:00 p.m. (Boise, Idaho local time) on a Business Day, then on the first Business Day following the completion of the transmission) or, if sent by registered/certified mail, four Business Days following the day of the mailing thereof; provided that if any such notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice shall be deemed to have been received four Business Days following the resumption of normal mail service.

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13. Payment of Legal Expenses. Guarantor shall reimburse the Beneficiary for all attorney's fees, disbursements and other expenses reasonably incurred by the Beneficiary in enforcing the payment, performance or discharge of Obligor's Obligations and the obligations of Guarantor hereunder.

14. Severability. If any provision of this Guaranty is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will apply only to that provision and all other provisions of this Guaranty shall continue in full force.

15. No Waiver, Remedies. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver of it, nor does any single or partial exercise of any right under this Guaranty preclude the other or further exercise of it or any other right.

16. Termination. The liability of Guarantor under this Guaranty shall terminate and this Guaranty shall, automatically and without the need for any further act or formality whatsoever, be of no further force or effect immediately upon all of Obligor's Obligations arising at any time under the Transactions having been performed, paid and discharged in full or otherwise ceasing to exist in accordance with the applicable provisions of the Transactions.

17. Counterparts. The Guaranty may be executed in counterparts, each of which when executed and delivered shall constitute one and the same instrument. This Agreement may be duly executed and delivered by execution and facsimile or electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party, and, if delivery is made by facsimile or other electronic format, the executing Person shall promptly deliver, via overnight delivery, a complete original counterpart that it has executed to the other executing Persons, but this Agreement shall be binding on and enforceable against the executing Person whether or not it delivers such original counterpart.

18. Further Assurances. Guarantor shall cause to be promptly and duly taken, executed and acknowledged and delivered, such further documents and instruments as Beneficiary may from time to time reasonably request in order to carry out the intent and purposes of this Guaranty.

19. Authority of Guarantor. Guarantor represents and warrants to Beneficiary that (a) it has the corporate power and authority to execute, deliver and carry out the terms and provisions of this Guaranty; (b) Guarantor has obtained any authorization, approval, consent or order of, or registration or filing with, any court or other governmental body having jurisdiction over Guarantor that is required on the part of Guarantor for the execution and delivery of this Guaranty; and (c) this Guaranty constitutes a valid and legally binding agreement of Guarantor enforceable against Guarantor in accordance with its terms, except as the enforceability of this Guaranty may be limited by the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

AGREED AND ACCEPTED as of the Effective Date.

MICRON TECHNOLOGY, INC.

By: Heather Baldwin

Name: Heather Baldwin

Title: Vice President

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IDAHO POWER COMPANY

By: Adam Richins

Name: Adam Richins

Title: COO

Docusign Envelope ID: 1704D256-4EA5-48C6-AFA7-3651B2BAEDAA

EXHIBIT 5

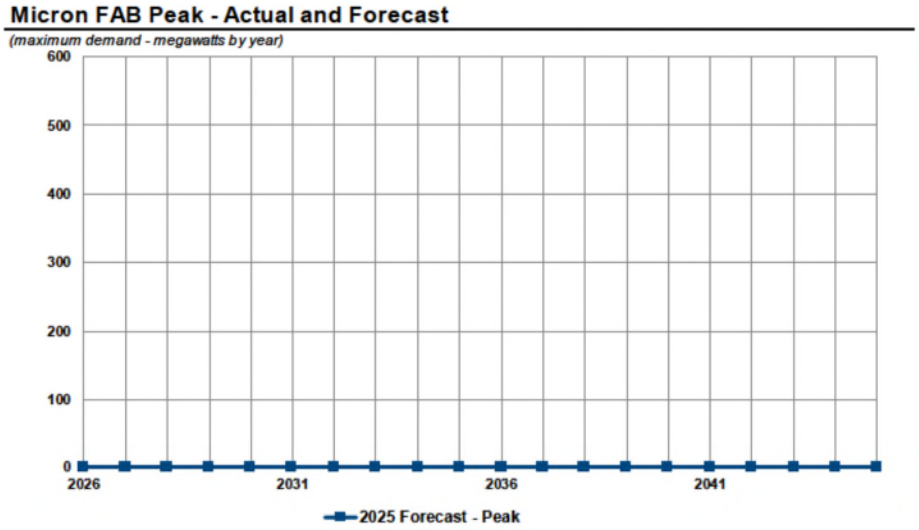
to

Micron FAB Special Contract

Between Idaho Power Company and Micron Technology, Inc.

Dated November 21, 2024

ANNUAL LOAD FORECAST TEMPLATE



Year	Peak demand (megawatts) 2024 Forecast	2025 Forecast
2026	-	-
2027	-	-
2028	-	-
2029	-	-
2030	-	-
2031	-	
2032	-	
2033	-	
2034	-	
2035	-	
2036	-	
2037	-	
2038	-	
2039	-	
2040	-	
2041	-	
2042	-	
2043	-	
2044	-	
2045	-	
2046	-	

MONTHLY LOAD FORECAST Month	Peak (MW)
Jan-26	
Feb-26	
Mar-26	
Apr-26	
May-26	
Jun-26	
Jul-26	
Aug-26	
Sep-26	
Oct-26	
Nov-26	
Dec-26	

MONTHLY LOAD FORECAST Month	Peak (MW)
Jan-27	
Feb-27	
Mar-27	
Apr-27	
May-27	
Jun-27	
Jul-27	
Aug-27	
Sep-27	
Oct-27	
Nov-27	
Dec-27	

MONTHLY LOAD FORECAST Month	Peak (MW)
Jan-28	
Feb-28	
Mar-28	
Apr-28	
May-28	
Jun-28	
Jul-28	
Aug-28	
Sep-28	
Oct-28	
Nov-28	
Dec-28	

MONTHLY LOAD FORECAST Month	Peak (MW)
Jan-29	
Feb-29	
Mar-29	
Apr-29	
May-29	
Jun-29	
Jul-29	
Aug-29	
Sep-29	
Oct-29	
Nov-29	
Dec-29	

MONTHLY LOAD FORECAST Month	Peak (MW)
Jan-30	
Feb-30	
Mar-30	
Apr-30	
May-30	
Jun-30	
Jul-30	
Aug-30	
Sep-30	
Oct-30	
Nov-30	
Dec-30	

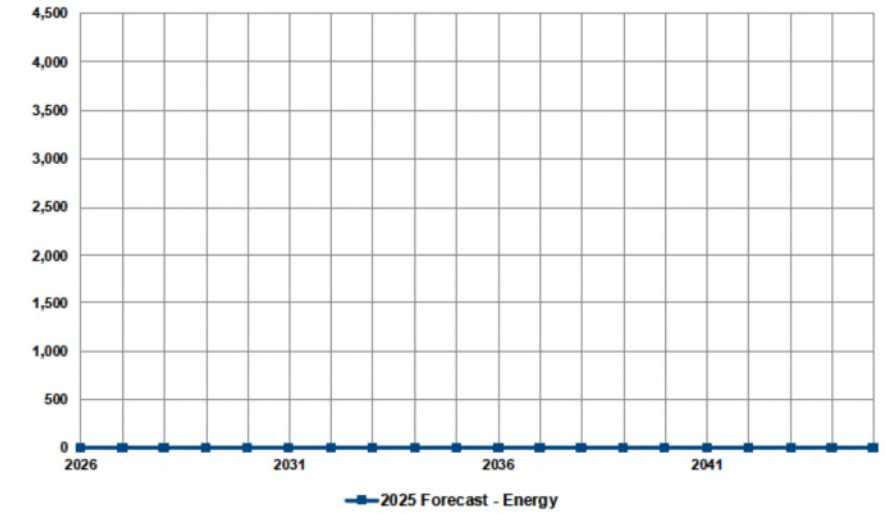
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ANNUAL LOAD FORECAST TEMPLATE

(Continued)

Micron FAB Energy - Actual and Forecast

(thousands of megawatthours by year)



Energy (000's of megawatthours)		
Year	2024 Forecast	2025 Forecast
2026	-	-
2027	-	-
2028	-	-
2029	-	-
2030	-	-
2031	-	-
2032	-	-
2033	-	-
2034	-	-
2035	-	-
2036	-	-
2037	-	-
2038	-	-
2039	-	-
2040	-	-
2041	-	-
2042	-	-
2043	-	-
2044	-	-
2045	-	-
2046	-	-

MONTHLY LOAD FORECAST		MONTHLY LOAD FORECAST		MONTHLY LOAD FORECAST		MONTHLY LOAD FORECAST		MONTHLY LOAD FORECAST	
Month	Energy (MWh)	Month	Energy (MWh)	Month	Energy (MWh)	Month	Energy (MWh)	Month	Energy (MWh)
Jan-26	-	Jan-27	-	Jan-28	-	Jan-29	-	Jan-30	-
Feb-26	-	Feb-27	-	Feb-28	-	Feb-29	-	Feb-30	-
Mar-26	-	Mar-27	-	Mar-28	-	Mar-29	-	Mar-30	-
Apr-26	-	Apr-27	-	Apr-28	-	Apr-29	-	Apr-30	-
May-26	-	May-27	-	May-28	-	May-29	-	May-30	-
Jun-26	-	Jun-27	-	Jun-28	-	Jun-29	-	Jun-30	-
Jul-26	-	Jul-27	-	Jul-28	-	Jul-29	-	Jul-30	-
Aug-26	-	Aug-27	-	Aug-28	-	Aug-29	-	Aug-30	-
Sep-26	-	Sep-27	-	Sep-28	-	Sep-29	-	Sep-30	-
Oct-26	-	Oct-27	-	Oct-28	-	Oct-29	-	Oct-30	-
Nov-26	-	Nov-27	-	Nov-28	-	Nov-29	-	Nov-30	-
Dec-26	-	Dec-27	-	Dec-28	-	Dec-29	-	Dec-30	-

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-24-44

IDAHO POWER COMPANY

ATTACHMENT 2
PROPOSED TARIFF SCHEDULE 28

SCHEDULE 28
IDAHO POWER COMPANY
ELECTRIC SERVICE RATE
FOR
MICRON IDAHO SEMICONDUCTOR
MANUFACTURING (TRITION) LLC

SPECIAL CONTRACT DATED NOVEMBER 21, 2024

MONTHLY CHARGE

The Monthly Charge is the sum of the following charges and may also include charges as set forth in Schedule 55 (Power Cost Adjustment), Schedule 91 (Energy Efficiency Rider), and Schedule 95 (Adjustment for Municipal Franchise Fees). Terms used below have the meanings given to them in the Special Contract referenced above.

Monthly Contract Demand Charge
$3.11 per kW of Contract Demand.

Monthly Billing Demand Charge
$13.94 per kW of Billing Demand but not less than Minimum Monthly Billing Demand.

Daily Excess Demand Charge
$1.244 per each kW of Excess Demand.

Monthly Energy Charge
3.684¢ per kWh.

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-24-44

IDAHO POWER COMPANY

CONFIDENTIAL

ATTACHMENT 3

PROCUREMENT AGREEMENT

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-24-44

IDAHO POWER COMPANY

CONFIDENTIAL

ATTACHMENT 4
CONSTRUCTION AGREEMENT

BEFORE THE

IDAHO PUBLIC UTILITIES COMMISSION

CASE NO. IPC-E-24-44

IDAHO POWER COMPANY

ATTACHMENT 5
MEMORANDUM ON MARGINAL COST METHOD

Memorandum

Date: 2/16/2023

From: Yao Yin, Utilities Analyst, Idaho Public Utilities Commission

To: Connie Aschenbrenner, Idaho Power Company

Subject: Investigation in Methods to determine Marginal Cost of Energy for Schedule 20.

Background

Order No. 35428 directed Idaho Power to evaluate and compare other methods for determining a marginal cost of energy in addition to the use of Avoided Cost Averages in the Integrated Resource Plan for setting the Schedule 20 energy rate, before the next general rate case is developed and filed.

On January 31, 2013, Idaho Power met with Staff and discussed potential methods for determining marginal cost of energy for the Schedule 20 energy rate and possibly for other customers using marginal cost of energy for their energy rates. As a result of the meeting, Staff agreed to develop some criteria for the Company to consider for developing a method.

Criteria

Although this list may not be exhaustive, Staff identified the following criteria that could be used for determining the final method:

- The resources used in a model for determining marginal cost should be based on the resources that are highly likely to exist during the rate period.
- The amount of incremental load used to determine the marginal cost rate should reflect the amount of incremental load for the portion of load that will be priced at marginal cost.
- The marginal cost rates should have enough granularity to reflect time difference (e.g. seasonality, time of day) value of Marginal Cost within the Company's system to provide accurate price signals.
- If the marginal cost rates are based on a forecast, due to the lack of Marginal Costs being trued-up in the PCA, they should be updated often enough that they reflect current conditions or find a way to true up the marginal cost to actual marginal cost.
- If market costs are used, cost of transmission transaction and wheeling costs should be included.