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IDAHO PUBLIC
UTILITIES COMMISSION

1407 W. North Temple, Suite 330
Salt Lake City, Utah 84116

August 8, 2022

VIA ELECTRONIC DELIVERY

Jan Noriyuki
Commission Secretary
Idaho Public Utilities Commission
11331 W Chinden Blvd
Building 8 Suite 201A
Boise, ID 83714

Re: CASE NO. PAC-E-22-11

**IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE
ASSET TRANSFER AGREEMENT BETWEEN ROCKY MOUNTAIN
POWER AND THE CITY OF IDAHO FALLS – REED'S DAIRY**

Dear Ms. Noriyuki:

Enclosed for electronic filing in the above-mentioned matter is Rocky Mountain Power's and the city of Idaho Fall's Joint Application for approval of the asset purchase agreement and transfer of electric service for Reed's Dairy as described in this Application.

Very truly yours,

Joelle Steward
SVP, Regulation and Customer / Community Solutions

Enclosures

Emily L. Wegener (ISB# 11614)
Rocky Mountain Power
1407 W. North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone: (801) 220-4526
Email: Emily.Wegener@pacificorp.com

Attorney for Rocky Mountain Power

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)	CASE NO. PAC-E-22-11
FOR APPROVAL OF THE ASSET)	
TRANSFER AGREEMENT BETWEEN)	APPLICATION OF
ROCKY MOUNTAIN POWER AND THE)	ROCKY MOUNTAIN POWER
CITY OF IDAHO FALLS FOR REED'S)	
DAIRY)	

Rocky Mountain Power, a division of PacifiCorp (the "Company"), pursuant to provisions of the Electric Stabilization Act, I.C. § 61-332, *et. seq.*, and I.C. § 61-328, hereby files application with the Idaho Public Utilities Commission ("Commission") for approval of the Asset Transfer Agreement ("Agreement") between Rocky Mountain Power and the City of Idaho Falls ("City"). This Agreement provides for the City to purchase certain electric facilities currently owned and used by the Company to supply electric service to Reed's Dairy as more particularly described in the Agreement. In support of this Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power, a division of PacifiCorp, an Oregon corporation, located at 1407 West North Temple, Salt Lake City, Utah 84116, is authorized to do and is doing business in the State of Idaho. The Company provides retail electric service to approximately 86,500 customers in the state and is subject to the jurisdiction of the Commission. The Company's retail certificated service territory encompasses portions of

Fremont, Madison, Teton, Clark, Jefferson, Lemhi, Oneida, Bannock, Franklin, Caribou, Butte, Bingham, Bear Lake and Bonneville counties. Rocky Mountain Power is a public utility in the state pursuant to Idaho Code § 61-129.

2. The city of Idaho Falls, which is located in Bonneville County, owns and operates an electric power system within the municipal boundaries of the city for the convenience of its citizens. The Company is transferring service and facilities to the City and the City has a bona-fide intent and financial ability to provide service to the customer being transferred. The City's municipal service territory is surrounded by Rocky Mountain Power's service territory. The City has annexed additional area and would like to extend service to Reed's Dairy within the City's boundaries.

I. BACKGROUND

3. On October 9, 2017, Rocky Mountain Power and the City entered into a Service Allocation Agreement to reduce duplication of service and promote stability in their respective service areas. The Service Allocation Agreement was approved by the Commission on December 5, 2017.¹

4. The Service Allocation Agreement specifies that existing customers as of the date of the agreement would continue to be served by their current electric supplier irrespective of service territory boundaries.²

5. The Service Allocation Agreement provides for the transfer of customers' electric service from one utility to the other as long as the acquiring utility agrees to pay the utility currently providing service just compensation for lost revenues and the distribution

¹ *In the Matter of the Join Application of the City of Idaho Falls and Rocky Mountain Power for Approval of a Service Allocation Agreement*, Case No. PAC-E-17-12, Order No. 33943 (December 5, 2017).

² Service Allocation Agreement.

facilities used to serve that customer. The Company and the City agreed that just compensation for lost revenues would be an amount equal to 167 percent of the total of the respective customer's electric bills from the prior twelve-month period of service. In addition, the acquiring utility would purchase the poles, wires, cross arms, insulators, guys, and other facilities no longer needed or required by the other utility to serve that customer.

6. Reed's Dairy has requested that their electric service be transferred to the City and has been notified by the Company that it has entered into the Agreement to transfer service. The Company and the City have agreed to transfer electric service and the City has agreed to purchase the facilities described in Exhibit A of the Agreement, provided as Attachment No. 1 to the Application.

7. The transaction complies with Idaho Code § 61-328. Specifically, it is in the public interest because it reduces duplication of services by the City purchasing the Company's distribution facilities used to serve Reed's Dairy. The Company will transfer service to the City and will be adequately compensated for the assets used to serve Reed's Dairy preventing any increase in costs or rates for service to remaining customers. The City has the intent and ability to provide service to Reed's Dairy.

II. REQUEST FOR SERVICE AREA EXEMPTION

8. Rocky Mountain Power and the city of Idaho Falls hereby jointly petition the Commission for approval of the Asset Transfer Agreement, provided as Attachment No. 1, and transfer of electric service, wherein Idaho Falls agrees to serve the load of the customer and pay the Company for the assets transferred, as well as the revenue reimbursement, legal and transaction costs.

III. COMMUNICATION

9. Communications regarding this Application should be addressed to:

If to Rocky Mountain Power:

Ted Weston
Emily Wegener
1407 W. North Temple, Suite 330
Salt Lake City, Utah 84116
Telephone: (801) 220-2963
Fax: (801) 220-2798
Email: Ted.Weston@pacificorp.com
Emily.Wegener@pacificorp.com

If to the City of Idaho Falls:

Idaho Falls City Power
Bear Prairie
140 South Capital Avenue
Box 50220
Idaho Falls, Idaho 83405

In addition, the Company respectfully requests that all data requests regarding this matter be addressed to one or more of the following:

By e-mail (preferred):	datarequest@pacificorp.com
By regular mail:	Data Request Response Center PacifiCorp 825 NE Multnomah, Suite 2000 Portland, OR 97232

IV. MODIFIED PROCEDURE

10. Rocky Mountain Power believes that a hearing is not necessary to consider the issues presented herein and respectfully requests that this Application be processed under Modified Procedure, i.e., by written submissions rather than by hearing, in accordance with Idaho Public Utilities Commission Rules of Procedure 201 – 204.

V. CONCLUSION

WHEREFORE, Rocky Mountain Power and the city of Idaho Falls respectfully request that the Commission: 1) issue an order authorizing this Application to be processed under Modified Procedure; 2) issue a final order approving the Asset Transfer Agreement; and 3) authorize the transfer of electric service for Reed's Dairy from Rocky Mountain Power to the city of Idaho Falls.

DATED this 8th day of August, 2022.

Respectfully submitted,

By Emily Wegener

Emily L. Wegener
1407 West North Temple, Suite 320
Salt Lake City, Utah 84116
Telephone No. (801) 220-4526
Mobile No. (385) 227-2476
Email: Emily.wegener@pacificorp.com

Attorney for Rocky Mountain Power

Attachment No. 1
Asset Transfer Agreement
Between
Rocky Mountain Power
And
Idaho Falls Power

**ASSET TRANSFER
AGREEMENT
BETWEEN
ROCKY MOUNTAIN POWER
AND
IDAHO FALLS POWER**

This Asset Transfer Agreement (the "Agreement"), dated this 2 day of August, 2022, is between Idaho Falls Power, Bear Prairie ("IFP"); and PacifiCorp, an Oregon corporation, d/b/a in Idaho as Rocky Mountain Power ("RMP"). RMP and IFP are sometimes referred to collectively as "Parties" and individually as "Party."

WHEREAS, RMP currently provides service to Reed's Dairy ("Reed") in Idaho Falls, Idaho;

WHEREAS, IFP desires to provide electric service to Reed and RMP agrees to transfer service to IFP; and

WHEREAS, IFP has agreed to purchase electric facilities owned by RMP in order for IFP to provide electric service to Reeds and RMP has agreed to sell those facilities.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the Parties hereto agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms used herein but not otherwise defined herein shall have the following meaning when used with initial capitalization, whether singular or plural:

1.01 "Assets" means those facilities currently owned by RMP to be acquired by IFP, as described in Exhibit A.

1.02 "Commission" means the Idaho Public Service Commission.

1.03 "Transferred Customers" means the Customers that will be transferred to IFP as a result of this transaction.

1.04 "Transfer Date" means the date upon which all of the Transferred Customers shall become the customers of IFP. The Transfer Date shall be agreed to in writing by the Parties after Payment is received by RMP and the executed bill of sale is received by IFP.

2. Sale and Purchase of Assets.

2.01 Assets to Be Sold. The Assets that will be transferred to IFP as a result of the Transferred Customers being served by Rocky Mountain Power are described in Exhibit A.

2.02 Purchase Price. The Purchase Price for the Assets shall be eighty-five thousand five hundred ninety-four dollars (\$85,594). The breakdown of the Purchase Price is included in Exhibit A.

2.03 Payment. The Purchase Price shall be paid to RMP by IFP within fifteen (15) days of the date this Agreement is executed by both Parties; such payment shall be by check and delivered to:

Rocky Mountain Power Shelley Office

2.04 Instruments of Conveyance and Transfer. Subject to the satisfaction of the conditions precedent set forth in Section 8 below, and pursuant to all of the terms and conditions of this Agreement, including receipt of Payment by RMP, RMP shall execute and deliver to IFP a bill of sale to vest in IFP good and marketable title to the Assets, subject to no security interests, liens or encumbrances, and substantially in the form of the unexecuted bill of sale attached hereto as Exhibit B.

2.05 Proration of Personal Property Taxes. Personal property taxes, if applicable, shall be prorated between RMP and IFP as of the Transfer Date based upon days of ownership in the tax year in which the Transfer Date occurs.

2.06 Sales, Transfer and Other Taxes. Any sales, excise, transfer, purchase, use, or similar tax which may be payable by reason of the sale of all or a portion of the Assets shall be borne and paid by IFP.

3. Ownership: Separation and Transfer, Operation and Maintenance; Risk of Loss

3.01 Transfer of Customers. RMP shall relinquish electrical service to the Transferred Customers at 11:59 a.m. Mountain Standard Time on the Transfer Date. RMP shall be obligated to continue to provide electric service and entitled to receive payment from the sale and delivery of electric service up to 11:59 a.m. on the Transfer Date. IFP shall have the authority and the obligation to provide electric service to the Transferred Customers and shall be entitled to receive payment from any electric service from and after 12:00 p.m. Mountain Standard Time local time on the Transfer Date, unless otherwise agreed to by the Parties in writing. From and after the Transfer Date, service to the Transferred Customers shall be provided by IFP, and IFP shall be responsible for all operation and maintenance costs and bear all risk of loss.

4. Representations and Warranties of RMP.

RMP represents and warrants as follows:

4.01 Organization and Powers of Rocky Mountain Power. RMP is an Oregon corporation, duly organized and validly existing under the laws of the State of Oregon, and is duly qualified to do business in the State of Idaho.

4.02 Authority Relative to Agreement; Governmental Authorization. RMP has the power and authority to execute and deliver this Agreement and to consummate the transactions

contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of RMP enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by RMP or the consummation by RMP of the transactions contemplated by this Agreement, provided that RMP makes no representation or warranty with respect to approvals which may be required from the Idaho Public Utilities Commission or the Federal Energy Regulatory Commission.

4.03 Non-Contravention: Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which RMP is now a Party or by which any of its assets may be bound or affected.

5. Representations and Warranties of IFP.

IFP represents and warrants as follows:

5.01 Organization and Power of IFP. IFP is duly qualified to do business in the State of Idaho.

5.02 Authority Relative to Agreement: Governmental Authorization. IFP has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly authorized and constitutes the valid and binding obligation of IFP enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and except that the availability of the equitable remedies of specific performance and injunctive relief are subject to the discretion of the court before which any proceeding may be brought. No declaration, filing or registration with, or notice to, or authorization, consent or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by IFP.

5.03 Non-Contravention: Approvals. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not violate, conflict with or result in a breach of any provision of, or constitute a default under, or result in the termination of any note, bond, mortgage, indenture, deed of trust, contract, lease or other instrument, obligation or agreement of any kind to which IFP is now a Party or by which any of its assets may be bound or affected.

6. Covenants of RMP.

RMP covenants and agrees as follows:

6.01 Conduct of Business. RMP shall provide service to the Transferred Customers for the time periods set forth in Section 3 of this Agreement in accordance with its past practices and shall engage in no material transactions relating to the Transferred Customers out of the ordinary course of business, including entering into any contract or financing arrangement that limits RMP's ability to transfer the Transferred Customers to IFP.

6.02 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, RMP shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out RMP's obligations hereunder and to complete the transaction contemplated by this Agreement.

6.03 Notification. RMP will give IFP prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7. Covenants of IFP.

IFP covenants and agrees as follows:

7.01 Reasonable Efforts. Subject to the terms of this Agreement and fiduciary obligations under applicable law, IFP shall use commercially reasonable efforts to effectuate the transactions contemplated by this Agreement and to fulfill all of the conditions of the Parties' obligations under this Agreement and shall do all such acts and things as reasonably may be required to carry out IFP obligations hereunder and to complete the transaction contemplated by this Agreement.

7.02 Notification. IFP will give RMP prompt written notice of any event, condition or fact arising prior to the Transfer Date that would cause any of its representations and warranties in this Agreement to be untrue in any material respect.

7.03 Indemnity. IFP shall defend, indemnify, and hold harmless RMP, its officers, directors, employees, and agents, from and against any and all liability, loss, damage, claims, suit or cause of action arising out of or relating to IFP's service to the Transferred Customers. This obligation shall survive the termination of this Agreement and completion of the transactions contemplated by this Agreement.

8. Conditions Precedent: Bill of Sale.

All of the obligations of RMP under this Agreement are subject to the fulfillment, prior to and upon the Transfer Date, of each of the following conditions:

8.01 Representations, Warranties and Covenants of IFP. All representations and warranties made in this Agreement by IFP shall be true and correct in all material respects as of the Transfer Date as fully as though such representations and warranties had been made on and

as of the Transfer Date, and as of the Transfer Date, IFP shall have complied in all material respects with all covenants made by it in this Agreement.

8.02 Litigation. At the Transfer Date, there shall not be in effect any order, decree, or injunction of a court of competent jurisdiction restraining, enjoining, or prohibiting the consummation of the transactions contemplated by this Agreement (each Party hereby agreeing to use its reasonable efforts, including reasonable appeals to higher courts, to have any such order, decree or injunction set aside or lifted), and no action shall have been taken, and no statute, rule, or regulation shall have been enacted, by any state or federal government or governmental agency in the United States which would prevent the consummation of such transactions.

9. Survival of Representations and Warranties.

All representations and warranties of the Parties, and all liability therefor, shall survive for a period of one year past the Transfer Date, at which time the obligations under this agreement shall cease and expire. Notwithstanding the foregoing, obligations under Section 7.04 of this Agreement shall continue indefinitely.

10. Termination.

10.01 Termination. This Agreement may be terminated and abandoned at any time prior to the Transfer Date if:

- (a) The Parties agree in writing to terminate this Agreement by mutual consent; or
- (b) IFP delivers a written notice to RMP to the effect that RMP has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by IFP) within thirty (30) days after the date such notice is delivered by IFP to RMP; or
- (c) RMP delivers a written notice to IFP to the effect that IFP has defaulted in a material respect under one or more of its covenants and agreements contained herein (which shall be specified in detail in such notice), and such condition or conditions have not been satisfied or such default or defaults have not been remedied (or waived by RMP) within thirty (30) days after the date such notice is delivered by RMP to IFP; or
- (d) The Transfer Date has not occurred on or before December 1, 2022 or such later date to which the term of this Agreement may be extended pursuant to mutual agreement of the Parties, provided that one of the Parties gives notice to the other so terminating this Agreement and that the Party seeking such termination has not defaulted in a manner responsible for delaying the Transfer Date past December 1, 2022.

10.02 Effect of Termination. Except where specific terms and conditions of this Agreement provide that such terms and conditions survive termination of this Agreement, any termination pursuant to this Section 10 shall relieve both Parties hereto of their obligations set forth herein, and any such termination constitutes a failure of the conditions to the obligations of

the Parties to implement this Agreement, except that nothing herein will relieve any Party from liability for any breach of this Agreement.

11. Assignment.

Neither Party may assign its rights under this Agreement to any third party without the written consent of the other Party.

12. Jurisdiction of Regulatory Authorities

In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of applicable law, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate this Agreement, or that otherwise preclude or materially interfere with or rescind the transfer of assets contemplated herein, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order; or, if so ordered, this Agreement shall terminate without effecting transfer of the Transferred Customers to IFP; and in any of the foregoing events, RMP shall not be liable to IFP for damages or losses of any kind whatsoever, including consequential damages, which IFP may sustain as a result of such determination, amendment, rule, regulation, or order, or modification or termination of this transaction.

13. Miscellaneous.

13.01 Amendment. This Agreement may be amended only by an instrument in writing executed by the Parties which expressly refers to this Agreement and states that it is an amendment hereto.

13.02 Section and Paragraph Headings. The Section and Subsection headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

13.03 Waiver. Any of the terms or conditions of this Agreement may be waived at any time and from time to time, in writing, by the Party entitled to the benefit of such terms or conditions.

13.04 JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

13.04 LIMITATION OF REMEDIES. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR ECONOMIC

LOSSES ARISING OUT OF ANY CLAIM, DEMAND, OR ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

13.05 Notices. All notices, requests, demands, and other communications given by IFP or Rocky Mountain Power shall be in writing and shall be deemed to have been duly given when telecopied, when delivered personally in writing or when deposited into the United States mail, to the following addresses:

If to Rocky Mountain Power: Rocky Mountain Power
Timothy L. Solomon
Regional Business Manager
510 Ruth Avenue
Idaho Falls, ID 83401

With a copy to: Rocky Mountain Power
Office of General Counsel
1407 N. West Temple Suite 320
Salt Lake IFP, Utah 84116

or to such other address as IFP or Rocky Mountain Power may designate in writing.

13.06 Integrated Agreement. This Agreement, when executed, constitutes the entire agreement between the Parties hereto with respect to the Assets defined in this Agreement, and supersedes and negates all prior line extension agreements and understandings, oral and written, between the Parties hereto with respect to the Assets.

13.07 Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original and which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

IDAHO FALLS POWER

By: Travis "Bear" Prairie

Name: Travis "Bear" Prairie

Title: General Manager

ROCKY MOUNTAIN POWER

By: Scot Derrick

Name: SCOT DERRICK

Title: OPS. MANAGER

EXHIBIT A
DESCRIPTION AND VALUE OF ASSETS

Property Valuation
Sale in Place - Distribution Facilities
For: Idaho Falls, Idaho - Reed's Dairy
Asset Valuation
Requested by: Nathan Bailey
Material List

Asset Description	FERC ACCOUNT	Vintage	QUANTITY	Sales Price
40' pole	364	1994	1	1,169
#2-AS	365	1968	170	128
#4-AS	365	1968	340	565
4" riser	366	1996	30	69
#500 QX	367	1997	30	170
50kva xfmr	368	1953	2	1,332
75kva xfmr	368	1953	1	754
Total				4,187

**REED'S DAIRY - CUSTOMER
REVENUE COMPONENT**

Month	Amount
July	\$5,357.32
August	\$4,733.38
September	\$4,284.68
October	\$3,667.74
November	\$3,382.96
December	\$3,286.05
January	\$3,412.56
February	\$3,841.29
March	\$3,578.25
April	\$3,633.06
May	\$4,076.82
June	\$4,282.75
Total	\$47,536.86
167%*Total	\$79,386.56

Rocky Mountain Power
Proposed Sale in Place, Idaho Falls, Idaho - Reed's Dairy
Value of Inventory

<u>Description</u>		<u>Sales Price</u>
<u>Plant In Service</u>		
364	Poles, Towers and Fixtures	\$1,169
365	Overhead Conductors & Devices	\$693
366	Underground Conduit	\$69
367	Underground Conductors and Devices	\$170
368	Line Transformers	\$2,086
Plant In Service		\$4,187
Income Taxes		\$1,241
Sale Price - Existing Assets		<hr/> \$5,428
Expenses		
Separation/Estimator Costs		\$280
12 Months Revenue @ 167%		\$79,387
Legal/Transaction Costs		\$500
Total Expenses		<hr/> \$80,167
Total Sale Price		<hr/> \$85,594

Exhibit B

BILL OF SALE

Seller: Rocky Mountain Power

Buyer: Idaho Falls Power

For valuable consideration, of which the undersigned acknowledges receipt, totaling \$85,594, Rocky Mountain Power ("Seller"), hereby grants, bargains, sells, and delivers to Idaho Falls Power ("Buyer"), pursuant to an Asset Transfer Agreement dated as of _____ all of its rights, title and interest in and to all of the Assets listed on Exhibit A, attached to said Asset Transfer Agreement, and presently in the Possession of Company.

THE ASSETS ARE SOLD AND DELIVERED TO BUYER "AS IS, WHERE IS."

ROCKY MOUNTAIN POWER HEREBY DISCLAIMS AND EXCLUDES HEREFROM: (A) ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE VALUE, CONDITION, DESIGN, OPERATION, OR QUALITY OF THE MATERIALS OR WORKMANSHIP IN, OR ANY DEFECTS IN THE ASSETS; (B) ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE; OR (C) ANY EXPRESS OR IMPLIED REPRESENTATION, GUARANTEE, OBLIGATION, LIABILITY OR WARRANTY OF SELLER, EXPRESS OR IMPLIED, OF ANY KIND, ARISING BY LAW OR COURSE OF PERFORMANCE, DEALING, OR USAGE OF TRADE.

Dated this 3 day of August 2021

Rocky Mountain Power

By: 