

Redlined Version of Proposed Contract Language in Presentation Titled:
Regional Dialogue—Limiting the Potential for Cost Migration, Revised
11/26/07

Deleted: 13

1. From the 10/17/07 Master Template, maintain section 16(a) (a statutory provision that customers provide BPA with retail rate schedules) and update 17(c) to include a requirement that customers provide BPA with annual financial reports:

16(a) **Retail Rate Schedules**

«Customer Name» shall provide BPA with its retail rate schedules, as required by section 5(a) of the Bonneville Project Act, P.L. 75-329, within 30 days of each «Customer Name»'s retail rate schedule effective dates.

17(c) **Information Exchange and Confidentiality**

Principle: «Customer Name» shall provide BPA with annual financial reports

2. Amend Billing language from the 10/17/07 Master Template as follows:

11(d) **Termination**

If «Customer Name» is more than 45 days late from the Due Date in paying its bills under this Agreement, BPA may require additional forms of payment assurance acceptable to BPA. If «Customer Name» does not provide such payment assurance and BPA determines in its sole discretion that «Customer Name» is unable to make the payments owed, BPA may terminate this Agreement.

Comment [AC1]: Payment assurances could include prepayment of bills, posting letters of credit, etc.

Deleted: BPA may terminate this Agreement if «Customer Name» is more than three months behind in paying its bills under this Agreement

3. Amend 17(h) from the 10/17/07 Master Template as follows:

17(h) **Rate Covenant and Payment Assurance**

«Customer Name» agrees that it will establish, maintain and collect rates or charges for power and energy and other services, facilities and commodities sold, furnished or supplied by it through any of its electric utility properties. BPA may require additional forms of payment assurance if: i) BPA determines that such rates and charges may not be adequate to provide revenues sufficient to enable «Customer Name» to make the payments required under this Agreement, or ii) BPA has other reasonable grounds to conclude that «Customer Name» may not be able to make the payments required under this agreement.

Formatted: Indent: Left: 72 pt

Deleted: Such

Deleted: shall be