

3. Definitions.

(a) "Actual Computed Requirements" means the basis on which a designated Computed Requirements Purchaser, pursuant to section 17(c), purchases Firm Power from Bonneville.

(b) "Actual Firm Peak Load" and "Actual Firm Energy Load" mean the actual maximum integrated one-hour monthly peak and average monthly energy loads, respectively, of the Purchaser's system in the Pacific Northwest, for each Billing Month, after adjustment pursuant to section 17(e). Such actual loads shall not include any load to the extent that the Purchaser had a unilateral right to interrupt such load during such month, even if such load was not actually interrupted, but shall include the amount of any load which the Purchaser had a right to interrupt or actually interrupted for the purpose of backing up or providing economic operation of its system including its Firm Resources. In addition, any New Large Single Load or portion of such load shall not be included in the Purchaser's firm loads hereunder prior to the date Bonneville is obligated to supply such load with Firm Power pursuant to the terms of section 8(e). Contractual obligations of the Purchaser to utilities outside its normal service area may, if permitted by the terms of section 12(a), be included in the Purchaser's Firm Resources, but shall not be included in the Purchaser's Actual Firm Loads hereunder. Actual Firm Peak Load and Actual Firm Energy Load shall be referred to collectively as "Actual Firm Load."

(c) "Assured Peak Capability" and "Assured Energy Capability" mean the total of the firm peak and firm energy capabilities, respectively, for all of the Purchaser's Firm Resources, as determined pursuant to section 16, which the Purchaser can deliver on a firm basis to its loads. Assured Peak

Capability and Assured Energy Capability shall be referred to collectively as "Assured Capability."

(d) "Billing Month," when used with respect to a Purchaser designated to purchase on the basis of Metered Requirements, means the interval between meter-reading dates which normally will be approximately 30 days. If service is for less or more than the normal billing month, the monthly charges stated in the applicable rate schedule shall be appropriately adjusted. Winter and summer periods identified in the rate schedules shall begin and end for a Purchaser with the beginning and ending of the Billing Month having meter-reading dates closest to the periods so identified. When used with respect to a Purchaser designated to purchase on the basis of Computed Requirements, means a calendar month.

(e) "Computed Average Energy Requirement" means the amount by which the Purchaser's Actual Firm Energy Load for a month exceeds its Assured Energy Capability for such month, after adjustment pursuant to section 17(d). The term "average energy computed demand" as used in the Wholesale Power Rate Schedules and General Rate Schedule Provisions Exhibit has the same meaning.

(f) "Computed Energy Maximum" means an amount of electric energy equal to the product of the Purchaser's Computed Average Energy Requirement for a month and the number of hours in such month.

(g) "Computed Maximum Requirements" means the hourly amounts of power Bonneville is obligated to deliver to the Purchaser during the Heavy Load Hours of a month, as defined in section 17(g)(1).

(h) "Computed Peak Requirement" means the amount by which the Purchaser's Actual Firm Peak Load for a month exceeds its Assured Peak Capability for such month. The term "peak computed demand" as used in the Wholesale Power Rate Schedules and General Rate Schedule Provisions Exhibit has the same meaning.

resources located on the Missouri River or its tributaries, the Critical Period so determined shall not be limited to the months in any one Operating Year.

(n) "Customer" means any entity which contracts for the purchase of electric power or energy from Bonneville.

(o) "Estimated Firm Peak Load" and "Estimated Firm Energy Load" mean the best estimate of the maximum integrated 1-hour monthly peak and average monthly energy loads of the Purchaser's system in the Pacific Northwest which are equally likely to be less than or greater than the Purchaser's actual peak and energy loads in each month under normal weather conditions, except that the Purchaser may increase the largest of such monthly peak loads during the Operating Year to represent the peak load which is equally likely to be less than or greater than the Purchaser's actual peak load during the Operating Year. Such system loads shall be reduced by any and all loads to the extent that the Purchaser has unilateral rights to interrupt deliveries to such load during each month of such Operating Year, excepting loads which the Purchaser has a right to interrupt for the purpose of backing up or providing economic operation of its system including its Firm Resources. In addition, any New Large Single Load or portion of such load shall not be included in the Purchaser's firm loads hereunder prior to the date Bonneville is obligated to supply such load with Firm Power pursuant to the terms of section 8(e). Contractual obligations of the Purchaser to utilities outside its normal service area may, if permitted by the terms of section 12(a), be included in the Purchaser's Firm Resources, but shall not be included in the Purchaser's firm loads hereunder. Estimated Firm Peak Load and Estimated Firm Energy Load shall be referred to collectively as "Estimated Firm Load."

(p) "Firm Capacity" means capacity which Bonneville assures will be available to the Purchaser in the amounts and during the period or periods specified in the contract except when operation of the generation or transmission facilities used by Bonneville to serve such Purchaser is suspended, interrupted, interfered with, curtailed or restricted as a result of the occurrence of any condition described in the Uncontrollable Forces or Continuity of Service sections of the General Contract Provisions Exhibit.

(q) "Firm Energy" means electric energy which Bonneville assures will be available to the Purchaser during the period or periods specified in the contract except when the operation of the generation or transmission facilities used by Bonneville to serve the Purchaser is suspended, interrupted, interfered with, curtailed, or restricted as a result of the occurrence of any condition described in the Uncontrollable Forces or Continuity of Service sections of the General Contract Provisions Exhibit.

(r) "Firm Peak Load Carrying Capability," "Firm Energy Load Carrying Capability" and "Firm Load Carrying Capability" mean the same herein as those terms are defined in the Coordination Agreement.

(s) "Firm Power" means electric power which Bonneville will make continuously available to the Purchaser on a Metered or Computed Requirements basis to meet its Actual Firm Loads except when restricted because the operation of generation or transmission facilities used by Bonneville to serve the Purchaser is suspended, interrupted, interfered with, curtailed or restricted as the result or the occurrence of any condition described in the Uncontrollable Forces or Continuity of Service sections of the General Contract Provisions Exhibit. Unless related to specific facilities serving the Purchaser, restrictions of Firm Power shall not be made until Bonneville has exercised its rights to restrict industrial firm power, modified firm

(y) "Light Load Hours" means those hours of the month which are not Heavy Load Hours.

(z) "Measured Amounts," when used with respect to a Purchaser designated to purchase on the basis of Computed Requirements but which does not schedule amounts of power to be interchanged with Bonneville, means the amounts assigned to Firm Power purchased pursuant to this agreement in the tabulation of hourly interchange prepared by the Purchaser pursuant to section 17(h). When used with respect to a Purchaser designated to purchase on the basis of Computed Requirements and which schedules amounts of power to be interchanged with Bonneville, means the hourly amounts of Firm Power requested by the Purchaser in accordance with section 17(g) and scheduled to the Purchaser in accordance with the provisions of section 18 of this agreement.

(aa) "Measured Demand," when used with respect to a Purchaser designated to purchase on the basis of Metered Requirements, means the largest of the Integrated Demands for each Point of Delivery, adjusted as appropriate to such Point of Delivery, for Heavy Load Hours during a Billing Month. When used with respect to a Purchaser designated to purchase on the basis of Computed Requirements, means the largest of the Measured Amounts for Heavy Load Hours during a month; provided, however, that if Bonneville has, pursuant to section 17(g)(1), limited its obligation to make power available to the Purchaser during such month below the largest of the Measured Amounts for Heavy Load Hours in such month, the Measured Demand shall be the lowest level to which the Purchaser was so limited during such month.

(bb) "Measured Energy," when used with respect to a Purchaser designated to purchase on the basis of Metered Requirements, means the number of kilowatthours delivered to any Point of Delivery during a Billing Month. Such number of kilowatthours shall be the reading which is recorded during a

capability and other variables to each other shall be supplied by the Purchaser for each of its Firm Resources when such data are first needed pursuant to this contract and may be revised by the Purchaser from time to time but such revisions shall not include reductions amounting to discontinued use unless permitted by section 12(b)(8). Such constraints and data shall be reasonable and in conformance with the usual practices used by the Purchaser, Bonneville, and other Pacific Northwest utilities for resource planning.

(e) Bonneville may require that the capabilities of any of the Purchaser's Firm Resources be verified by test or other substantiating data acceptable to Bonneville. Such verification shall not be required more often than once each year.

(f) The Purchaser shall provide and demonstrate to Bonneville at its request that the Purchaser has firm transmission capacity, either through its own facilities or through contracts, in amounts sufficient to transmit to its firm load or the firm load of others through contractual exchanges of resource capabilities the peak capability of each Firm Resource claimed in the Purchaser's Firm Resources Exhibit.

17. Purchaser's Computed Requirements and Amount of Power Sold.

(a) Prior to May 15 of each year, the Purchaser may request in writing that Bonneville sell to it during the Operating Year beginning on the next July 1 on a Planned Computed Requirements basis as provided for in this subsection (a). The Purchaser shall also submit with such request its Estimated Firm Load for such Operating Year. If the Purchaser submits such a request, Bonneville shall approve such request by July 1 unless Bonneville determines that the Purchaser's Estimated Firm Load does not conform to the definition in this agreement. In the event such a request has been made by the Purchaser prior to February 1, Bonneville shall notify the Purchaser of

its approval or disapproval of such request prior to March 15. If such request is not approved by Bonneville, it shall identify specific deficiencies in the Purchaser's Estimated Firm Load and the Purchaser may submit a revised request, including revised Estimated Firm Load. If the Purchaser's request or revised request is approved by Bonneville, the Purchaser shall, prior to July 1, prepare an addendum to its Assured Capability Exhibit setting forth for each month of the Operating Year: (1) the Estimated Firm Load which has been agreed upon by Bonneville and the Purchaser; (2) the Purchaser's Computed Average Energy Requirements; and (3) the Purchaser's Computed Peak Requirements. The Estimated Firm Load set forth in such addendum shall be deemed to be the Purchaser's Actual Firm Load during such Operating Year for the purpose of determining the Purchaser's Computed Peak Requirements and Computed Average Energy Requirements and for the purpose of determining whether the Purchaser is using its purchase from Bonneville for resale.

(b) On or before the effective date of this contract, and thereafter, as provided in paragraph (1) below, the Purchaser may request in writing to purchase on the basis of Contracted Requirements by submitting the data and proposed schedule of Contracted Requirements purchases of peak and energy pursuant to paragraph (2) below.

(1) The Purchaser may request that it begin to purchase on a Contracted Requirements basis at the time of submittal of any revised Firm Resources Exhibit. Such request shall become effective, in accordance with this subsection (b), for the seventh Operating Year of such exhibit, or for an earlier Operating Year if Bonneville is expected to have an excess of firm load over its firm resources in the first Operating Year for which the Purchaser requests to purchase on a Contracted Requirements basis. Bonneville's expected firm load-resource balance and the priority