

DRAFT (10/2/09) LOAD FOLLOWING TRANSMISSION SCHEDULING SERVICE TEMPLATE

Exhibit F TRANSMISSION SCHEDULING SERVICE

1. DEFINITIONS, PURPOSE AND PARAMETERS

1.1 Definitions

- 1.1.1 “Planned Transmission Outage” means an event that reduces the transmission capacity on a segment of the transmission path used to deliver «Customer Name»’s Dedicated Resource prior to the initial approval of the E-Tag.
- 1.1.2 “Transmission Curtailment” means an event that is initiated by a transmission provider through a curtailment to the E-Tag as a result of transmission congestion or an outage on the path used to deliver «Customer Name»’s Dedicated Resource.
- 1.1.3 “Transmission Event” means a Planned Transmission Outage or a Transmission Curtailment.

1.2 Purpose

Transmission Scheduling Service is provided by Power Services to help «Customer Name» manage certain aspects of its BPA Network Integration Transmission Service Agreement (BPA NT Agreement), to allow BPA to use the inherent flexibilities of «Customer Name»’s network rights in combination with other network customers’ rights to manage BPA’s power resources efficiently, and to provide seamless scheduling for Transfer Service customers.

1.3 Parameters of Transmission Scheduling Service

Beginning October 1, 2011, and through the term of this Agreement, Power Services shall provide and «Customer Name» shall purchase Transmission Scheduling Service. Power Services shall schedule «Customer Name»’s federal power and Dedicated Resources to «Customer Name»’s Total Retail Load under «Customer Name»’s BPA NT Agreement and/or other transmission agreement(s). Power Services shall not provide Transmission Scheduling Service for anything other than delivery to «Customer Name»’s Total Retail Load.

Power Services shall perform all necessary prescheduling and real-time scheduling functions, and make other arrangements and adjustments, consistent with any RSS products and any other products and services «Customer Name» is purchasing from Power Services. «Customer Name» shall continue to be responsible for all non-scheduling provisions of its transmission agreement(s) used to serve «Customer Name»’s Total Retail Load, in accordance with the applicable OATT, including, but not limited to,

the designation and undesignation of Network Resources, as defined by the applicable OATT.

«Customer Name» shall be subject to the rates, terms and conditions for Transmission Scheduling Service specified in BPA's applicable Wholesale Power Rate Schedules and GRSPs.

2. ASSIGNMENT OF SCHEDULING RIGHTS

Prior to Power Services providing Transmission Scheduling Service, «Customer Name» shall:

- (1) notify Transmission Services that Power Services is the scheduling entity for service taken under «Customer Name»'s BPA NT Agreement;
- (2) assign Power Services the right to acquire and manage secondary service pursuant to section 28.4 of the BPA OATT as necessary to fulfill BPA's obligations under this Agreement; and
- (3) provide copies of «Customer Name»'s transmission agreement(s) used to serve «Customer Name»'s Total Retail Load.

Additionally, over the term of this Agreement, «Customer Name» shall provide Power Services with any additional transmission agreements «Customer Name» enters into which are used for service to its Total Retail Load and all amendments and modifications to current copies of «Customer Name»'s transmission agreement(s).

3. LOAD FORECAST

If a daily load forecast is required by «Customer Name»'s transmission agreement(s), then BPA shall develop the daily and hourly load forecasts for «Customer Name»'s Total Retail Load. «Customer Name» shall cooperate with BPA in all load forecasting. If any load specific information is needed for developing a daily or hourly load forecast, then «Customer Name» shall provide such information in a timely manner.

4. SCHEDULING OF «CUSTOMER NAME»'S DEDICATED RESOURCES

4.1 Prescheduling

«Customer Name» shall submit a delivery schedule to Power Services for its Dedicated Resources for delivery to its Total Retail Load which shall include information such as the source, any points of receipt, any Open Access Same-time Information System (OASIS) reservation reference numbers needed for the delivery of non-federal power, the daily megawatt profile, and all purchasing selling entities in the path. This delivery schedule shall be submitted to Power Services by the earlier of one hour prior to the close of the firm transmission prescheduling deadline associated with the transmission agreement(s) used to deliver power to «Customer Name»'s Total Retail Load, or 1100 hours Pacific Prevailing Time (PPT) on the preschedule day.

«Customer Name» shall submit all required prescheduled information in a format specified by Power Services.

At Power Services' request, «Customer Name» shall provide Power Services information on real power losses associated with «Customer Name»'s transmission agreement(s).

4.2 Real-Time Scheduling

Power Services shall accept megawatt adjustments to «Customer Name»'s Dedicated Resource schedule(s) up to the earlier of 45 minutes prior to the hour of delivery or 25 minutes prior to the earliest of the transmission real-time scheduling deadlines associated with delivery of power to «Customer Name»'s Total Retail Load.

«Customer Name» shall submit all required real-time scheduling information in a format specified by Power Services.

4.3 Transmission Curtailments

4.3.1 Notification Preference

Prior to the delivery of «Customer Name»'s Dedicated Resources to «Customer Name»'s load, «Customer Name» shall notify BPA whether it wants to receive either an electronic copy of the E-Tag or an e-mail of a Transmission Curtailment that impacts any of «Customer Name»'s Dedicated Resources. If «Customer Name» chooses notification of Transmission Curtailments by e-mail, then «Customer Name» shall provide BPA a single e-mail address for BPA to send such notifications to, and the Parties shall revise the table in section 4.3.6 below to include the e-mail address. BPA shall notify «Customer Name» no later than ten minutes after a Transmission Curtailment.

4.3.2 Transmission Curtailment Management Service (TCMS)

As a feature of Transmission Scheduling Service, BPA shall provide Transmission Curtailment Management Service (TCMS) for certain «Customer Name» Dedicated Resources. TCMS coverage shall apply when Transmission Events impact eligible resources, with certain limitations as described throughout this section 4.3.

In accordance with the BPA OATT, TCMS coverage shall not apply while Transmission Services is redispatching «Customer Name»'s Dedicated Resource(s) to serve «Customer Name»'s load during a Transmission Event.

Reviewer's Note: The language below addresses curtailments if BPA is scheduling any Dedicated Resource without TCMS coverage. The Parties may, with mutual agreement, revise this exhibit to allow a customer to schedule such Dedicated Resource.

4.3.3 Curtailment and Outage Terms and Conditions for Resources without TCMS

This section 4.3.3 shall apply to «Customer Name»'s Dedicated Resources for which Power Services is not providing TCMS coverage.

4.3.3.1 If a Transmission Curtailment occurs prior to 45 minutes before the hour of delivery, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to 45 minutes before the hour of delivery.

If Power Services is unable to secure secondary network transmission for the replacement resource because «Customer Name» did not notify Power Services of the revised delivery schedule prior to 45 minutes prior to the hour of delivery or secondary network transmission is unavailable, then «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's power rate schedules, including UAI charges.

4.3.3.2 Power Services shall not accept replacement delivery schedules for Transmission Curtailments that occur less than 45 minutes before the delivery hour. «Customer Name» shall be subject to charges consistent with the provisions of this Agreement and all related products and BPA's power rate schedules, including UAI charges.

4.3.3.3 If a Planned Transmission Outage is announced prior to «Customer Name»'s submission of a delivery schedule in pre-schedule, then «Customer Name» shall be responsible for securing replacement energy or alternate transmission, arranging delivery to the Balancing Authority Area in which «Customer Name» is located, and notifying Power Services of the revised delivery schedule prior to the preschedule deadline described in section 4.1 of this exhibit.

4.3.4 TCMS Coverage Eligibility, Determination and Termination

Option 1: Include the following for customers served by Transfer Service.

4.3.4.1 Eligibility of Resources for TCMS Coverage

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»'s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the principles in Exhibit G of this Agreement and the Parties' executed Transfer Service Support for Non-Federal Resources Agreement. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

In addition, Power Services shall also provide TCMS coverage for «Customer Name»'s Dedicated Resource as provided for in section 4.3.5 of this exhibit.

4.3.4.2 BPA's Determination for TCMS Coverage

If «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services' receipt of «Customer Name»'s notice.

4.3.4.3 Termination of TCMS Coverage

If BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days after such notification.

If BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days following the aforementioned 30 day period.

End Option 1

Option 2: Include the following for directly connected customers not served by Transfer Service.

4.3.4.1 Eligibility of Resources for TCMS Coverage

Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers or if «Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.7.1 of this exhibit.

4.3.4.2 Termination of TCMS Coverage

If BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and the request for firm network transmission for such Dedicated Resource is withdrawn, or if such request declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days after such notification.

End Option 2

*Option 3: Include the following for customers served by Transfer Service **and** with directly connected load.*

4.3.4.1 Eligibility of Resources Serving Transfer Service Load for TCMS Coverage

If a Dedicated Resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers.

Power Services may, on a case-by-case basis and with certain limitations on the service, provide TCMS coverage for «Customer Name»'s Dedicated Resource that has not yet been granted firm network transmission by all applicable transmission providers if Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. Power Services and «Customer Name» shall work cooperatively to obtain firm network transmission for the Dedicated Resource pursuant to the principles in Exhibit G of this Agreement and the Parties' executed Transfer Service Support for Non-Federal Resources Agreement. Power Services shall have sole discretion in determining whether or not Power Services and «Customer Name» are actively engaged in the process of obtaining firm network transmission. However, when making this determination Power Services shall use criteria including but not limited to: (1) the date «Customer Name» requests that Power Services pursue firm network transmission; (2) the planned start date for service from the Dedicated Resource; (3) the location of the resource; (4) the potential for Transmission Curtailments associated with delivering the resource on non-firm transmission; (5) the status of any ongoing OASIS requests and studies related to the resource; and (6) the length of time Power Services and «Customer Name» have been in the process of obtaining firm network transmission.

In addition, Power Services shall also provide TCMS coverage for «Customer Name»'s Dedicated Resource as provided for in section 4.3.5 of this exhibit.

4.3.4.2 Eligibility of Resources Serving Directly Connected Load for TCMS Coverage

If a Dedicated Resource is serving load that is directly connected to the BPA transmission system and for which Power Services does not provide Transfer Service, Power Services shall provide TCMS coverage for «Customer Name»'s Dedicated Resource if such resource has been granted firm transmission by all applicable transmission providers or if

«Customer Name» has submitted a request for firm network transmission to Transmission Services for such resource and that resource has been granted firm transmission by all other applicable providers, except as described in section 4.3.7.1 of this exhibit.

4.3.4.3 BPA's Determination for TCMS Coverage for Resources Serving Transfer Service Load

If «Customer Name» notifies Power Services that it is pursuing firm network transmission with all applicable transmission providers, and that resource will serve load for which Power Services provides Transfer Service, then Power Services shall provide «Customer Name» with a determination of whether or not it may purchase such TCMS within 30 days following Power Services' receipt of «Customer Name»'s notice.

4.3.4.4 Termination of TCMS Coverage

If BPA is providing TCMS coverage to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission by Transmission Services and a request for firm network transmission for such Dedicated Resource is withdrawn, or if such request is declined or invalidated without a timely resubmission of a similar request, then «Customer Name» shall notify BPA immediately and BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days after such notification.

If BPA is providing TCMS to «Customer Name» for a Dedicated Resource that has not been granted firm network transmission and BPA offers «Customer Name» a Network Resource Exhibit to the Transfer Service Support for Non-Federal Resources Agreement for such Dedicated Resource, and such Network Resource Exhibit is not executed by «Customer Name» within 30 days of the offer, then BPA shall terminate the provision of TCMS for «Customer Name»'s Dedicated Resource ten Business Days following the aforementioned 30 day period.

End Option 3

*Option 1: Include the following for customers served by Transfer Service and for customers served by Transfer Service **and** with directly connected load.*

4.3.5 Initial Resource Exception to Certain TCMS Limitations

In order to facilitate customer acquisition of non-federal resources in the transition period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network transmission, BPA shall make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the case-by-case determination described in section 4.3.4.1 and without the limitations described in section 4.3.7.1. A Dedicated Resource shall be eligible for these exceptions only if it meets each of the following criteria:

- (1) the Dedicated Resource is first used to serve «Customer Name»'s Above-RHWM Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years; and
- (2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within-Month Shape and used to serve «Customer Name»'s Above-RHWM Load for at least one Fiscal Year in duration; and
- (3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C; and
- (4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid-C hub as defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid C hub; and
- (5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.

If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS as described in all other sections of this exhibit.

End Option 1

*Option 2: Include the following for directly connected customers **not** served by Transfer Service.*

4.3.5 Initial Resource Exception to Certain TCMS Limitations

In order to facilitate customer acquisition of non-federal resources in the transition period described in sections 4.3.5(1) and 4.3.5(2) below, and in recognition that there may be delays in obtaining firm network

transmission, BPA will make the exception described in this section 4.3.5.

For certain Dedicated Resources that have not yet been granted firm network transmission by all applicable transmission providers, BPA shall provide TCMS without the limitations described in section 4.3.7.1.

A Dedicated Resource is eligible for these exceptions only if it meets each of the following criteria:

- (1) the Dedicated Resource is first used to serve «Customer Name»'s Above-RHWM Load in FY 2012 or FY 2013 for a period of up to five Fiscal Years;
- (2) the Dedicated Resource is delivered in both a Flat Annual Shape and Flat Within-Month Shape and used to serve «Customer Name»'s Above-RHWM Load for at least one Fiscal Year in duration;
- (3) the Dedicated Resource is a market purchase consistent with the terms of the Western Systems Power Pool Service Schedule C;
- (4) the Dedicated Resource is delivered at a point of receipt between the BPA Balancing Authority Area and the source Balancing Authority Area, delivered to the Northwest Market Hub on firm transmission, or delivered to the Mid-C hub as defined in Transmission Services Business Practices with a contractual arrangement that allows a new schedule to originate from the Mid C hub; and
- (5) the Dedicated Resource is recognized by Transmission Services as a firm resource for purposes of designation as a Network Resource and a request for firm network transmission for the Dedicated Resource has been submitted to all applicable Transmission Providers, and «Customer Name» is actively in the process of obtaining firm network transmission for the Dedicated Resource.

If a Dedicated Resource ceases to meet any of the conditions described in this section 4.3.5, BPA shall only provide TCMS, as described in all other sections of this exhibit.

End Option 2

4.3.6 TCMS Coverage by Resource

The Parties shall list «Customer Name»'s Dedicated Resources in the table below, and indicate whether «Customer Name» shall purchase TCMS for each resource.

Drafter's Note: Copy, paste and complete a new table for each resource

Name of Dedicated Resource			Location of Resource (Balancing Authority Area)		Name and E-mail address of «Customer Name» scheduling contact	Name and E-mail address of contact at resource
Firm Network Transmission			TCMS Coverage		All Applicable OASIS Assignment Reference Numbers (AREF)	Contract path for delivering resource
Yes	No	In Process	Yes	No		

4.3.7 Curtailment and Outage Terms and Conditions for Resources with TCMS Coverage

For Dedicated Resources with TCMS coverage identified in section 4.3.6 above, BPA shall deliver replacement power to «Customer Name» during any Transmission Event that is announced for the hour(s) of delivery that affects «Customer Name»'s Dedicated Resource, through the duration of the Transmission Event, if any of the following occur:

- (1) the Transmission Event affects any firm Point-to-Point Transmission used to deliver the resource to «Customer Name»'s load, as identified in section 4.3.6 of this exhibit; or,
- (2) the Transmission Event affects the Secondary Network Transmission used to deliver the resource to «Customer Name»'s load, as identified in section 4.3.6 of this exhibit; or,

Option 1: Include the following for customers served by Transfer Service and for customers served by Transfer Service and with directly connected load.

- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT; or,
- (4) the Transmission Event affects the firm network transmission obtained by Power Services from a Third Party Transmission Provider and used to deliver the resource to «Customer Name»'s load, as identified in section 4.3.6 of this exhibit.

End Option 1

*Option 2: Include the following for directly connected customers **not** also served by Transfer Service.*

- (3) Transmission Services has curtailed firm network transmission pursuant to section 33.6 or 33.7 of the BPA OATT.

End Option 2

If the Transmission Event is multiple hours in duration, BPA shall provide TCMS coverage for the entire Transmission Event. During any Planned Transmission Outage that impacts «Customer Name»'s Dedicated Resource with TCMS coverage, BPA may, at BPA's sole discretion, obtain alternate transmission from such resource to «Customer Name»'s load instead of delivering replacement power to «Customer Name»'s load. If a Planned Transmission Outage affects a Dedicated Resource with TCMS coverage, then Power Services shall notify «Customer Name» of such Planned Transmission Outage.

If a Planned Transmission Outage is cancelled or adjusted such that «Customer Name» is able to deliver any portion of the resource to load normally during any portion of the previously announced Planned Transmission Outage, then «Customer Name» shall do so.

4.3.7.1 **Limitations on the Frequency of TCMS Coverage**

If «Customer Name» is purchasing TCMS for a Dedicated Resource with firm transmission from all applicable providers, or if «Customer Name» is purchasing TCMS for a Dedicated Resource as provided for in section 4.3.5, then BPA shall provide TCMS without the following limits identified in this section 4.3.7.1.

If, pursuant to section 4.3.4 above, BPA has allowed «Customer Name» to purchase TCMS for a resource that has not yet been granted firm network transmission, then throughout each Fiscal Year for each such resource, BPA shall periodically assess how frequently TCMS has been needed during that Fiscal Year. If BPA determines that in such Fiscal Year TCMS has been used to replace such Dedicated Resource in ten separate occurrences, where each occurrence TCMS was used was due to a separate Transmission Event on a different day, and for a cumulative total of at least 168 hours, BPA may terminate «Customer Name»'s TCMS coverage for such resource 30 days after providing notice to «Customer Name».

4.3.7.2 **TCMS Payment Obligations**

«Customer Name» shall be subject to charges for TSS, including applicable costs for TCMS, consistent with the provisions of this Agreement and BPA's Wholesale Power Rate Schedules and GRSPs, including any applicable UAI charges. Additionally, during a Transmission Event, BPA shall not assess a UAI charge on a Dedicated Resource with TCMS coverage.

4.3.8 TCMS Coverage after Termination

If TCMS coverage is terminated, pursuant to section 4.3.4 or 4.3.7.1 of this exhibit, «Customer Name» shall be responsible for obtaining replacement power during any Transmission Event that impacts such Dedicated Resource and for any applicable UAI charges that may apply pursuant to section 4.3.3 above.

In addition, for any resource for which BPA has terminated TCMS coverage due to frequency of use, as described in section 4.3.4 or 4.3.7.1 of this exhibit, BPA shall allow «Customer Name» to resume purchasing TCMS for the resource only after «Customer Name» notifies BPA that such resource has obtained firm network transmission.

5. E-TAGS

To the extent E-Tags are required by transmission provider(s), Power Services shall create all E-Tags necessary for delivery of energy to «Customer Name»'s Total Retail Load.

6. GENERATION IMBALANCE

«Customer Name» shall be responsible for costs associated with deviations between the scheduled Dedicated Resources for an hour and the actual generation produced across such hour; provided, however, if «Customer Name» submits a delivery schedule consistent with all provisions of this exhibit and BPA receives that delivery schedule, and a generation imbalance results from a BPA scheduling error, then BPA shall accept responsibility for the generation imbalance associated with the BPA scheduling error.

7. PENALTIES

If «Customer Name» fails to submit prescheduling or real-time scheduling information to BPA as required and by the deadlines in section 4 of this exhibit, then «Customer Name» may be subject to applicable UAI charges, consistent with BPA's applicable Wholesale Power Rate Schedules and GRSPs.

8. AFTER THE FACT

BPA and «Customer Name» agree to reconcile all transactions, schedules and accounts at the end of each month (as early as possible within the first ten calendar days of the next month). BPA and «Customer Name» shall verify all transactions pursuant to this Agreement as to product or type of service, hourly amounts, daily and monthly totals, and related charges.

Option 1: Include the following for customers served by Transfer Service

9. REVISIONS

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or

- (2) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns, or
- (3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

End Option 1

Option 2: Include the following for directly connected customers not served by Transfer Service.

9. REVISIONS

9.1 BPA's Right to Revise the Exhibit

BPA may unilaterally revise this exhibit:

- (1) to implement changes that BPA determines are necessary to allow it to meet its power and scheduling obligations under this Agreement, or
- (2) to comply with requirements of WECC, NAESB, or NERC, or their successors or assigns, or
- (3) to update the table in section 4.3.6 to reflect which resources BPA provides TCMS for.

BPA shall provide a draft of any material revisions of this exhibit to «Customer Name», with a reasonable time for comment, prior to BPA providing written notice of the revision. Revisions are effective 45 days after BPA provides written notice of the revisions to «Customer Name» unless, in BPA's sole judgment, less notice is necessary to comply with an emergency change to the requirements of WECC, NAESB, NERC, or their successors or assigns. In this case, BPA shall specify the effective date of such revisions.

9.2 «Customer Name's Right to Cease Purchasing Transmission Scheduling Service and the Associated Exhibit Revision

If «Customer Name» is no longer purchasing:

- (1) BPA's Diurnal Flattening Service; or
- (2) BPA's Secondary Crediting Service; or
- (3) power from BPA at a Tier 2 rate;

then «Customer Name», with six months' notice to BPA, may elect to cease purchasing Transmission Scheduling Service from Power Services and the Parties shall modify this exhibit to eliminate the terms and conditions of such service.

End Option 2

(PS«X/LOC»- «File Name with Path».DOC) «mm/dd/yy» *{Drafter's Note: Insert date of finalized contract here}*