



# Northern Tier Transmission Group Funding Agreement 2010-2011

This Northern Tier Transmission Group Funding Agreement ("Funding Agreement"), is by and among the entities signing below which hereafter shall be referred to individually as "Party" and collectively as "Northern Tier" or "Parties."

## **Recitals**

- A. The Parties are the funding entities for the Northern Tier Transmission Group and are Parties to the Second Amended and Restated Northern Tier Transmission Group Funding Agreement.
- B. The Parties desire to revise the rights and obligations, including the allocation methodology, used by this Agreement to distribute the cost responsibility for funds collected hereunder.

NOW THEREFORE, in consideration of the mutual benefits and other good and valuable consideration the sufficiency of which are hereby recognized by the Parties to be obtained pursuant to this Agreement, the Parties hereby agree as follows:

### **Section 1 – Effective Date:**

1.1 Subject to acceptance for filing by the Federal Energy Regulatory Commission (FERC), the Effective Date of this Agreement shall be January 1, 2010.

### **Section 2 - Principles of Development:**

2.1 An entity that is engaged in the purchase or sale of electric transmission service in interstate commerce anywhere within the Footprint<sup>1</sup> is eligible to enter into and be a Party to this Agreement.

2.2 Each Party shall work in good faith to achieve unanimous agreement with the other Parties and to further the purpose of this Agreement.

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<sup>1</sup> The NTTG footprint is defined by the service territories of those entities that have executed the NTTG Funding Agreement, as may be amended from time to time.

2.3 To the extent practicable, each Party shall provide reasonable support from internal resources in order to achieve the completion of projects in a cooperative and timely manner as developed and approved by the NTTG Steering Committee through the mechanisms set forth in the NTTG Steering Committee Charter (Steering Charter).

### **Section 3 - Funding:**

3.1 Each Party agrees to fund its allocated share of expenses required to support initiatives authorized by the Steering Committee. A Parties' allocation shall be subject to the not to exceed limits provided for in Section 3.6 hereof, or as otherwise mutually agreed upon in writing by the Parties. Funding shall be provided pursuant to procedures set forth in Section 5 hereof and the Finance Agent Agreement, Exhibit B attached.

3.2 In the event a new entity executes this Agreement partially through a budget year, such new funding entity's allocation of expenses for the remainder of the budget year shall be pursuant to the terms set forth in Section 6.1 hereof..

3.3 For purposes of funding, Parties shall be considered either "Nominal Funders" or "Full Funders", as defined below and set forth in Exhibit A of this Agreement.

3.3.1 Nominal Funders – Non FERC jurisdictional transmission providers or customers that do not utilize NTTG planning processes or services to meet the requirements set forth in FERC's Order 890.

3.3.2 Full Funders – Transmission providers that utilize NTTG planning processes or services to meet the requirements set forth in FERC's Order 890 and, if required, that have an Open Access Transmission Tariff on file with FERC.

3.4 Northern Tier's approved budget and additional incremental costs approved by Full Funders to support initiatives authorized by the Steering Committee shall be allocated among the Parties in accordance with Exhibit A. The allocation of Northern Tier's costs are adjusted in accordance with Exhibit A when (i) a Party joins or withdraws from NTTG pursuant to Section 6, (ii) an existing Party modifies its funding level, or (iii) budget modifications are approved. Consent of the Parties shall not be unreasonably withheld or delayed. Full Funders may amend the budget at any time by mutual written agreement. At a minimum, the Parties shall determine if any changes in the Annual Budget are necessary by May 30 of the prior year. Exhibit A may be modified upon mutual written agreement of the Parties, provided however, that such modification shall be subject to FERC acceptance if required.

3.5 A Party may change its funding designation set forth in Exhibit A only upon mutual written consent of all Parties. Consent of the Parties shall not be unreasonably withheld or delayed. Parties recognize that a revision of funding designation may require a change of the terms set forth and agreed to in this Agreement.

3.6 The budget, including additional funding to support incremental initiatives approved by the Steering Committee through the mechanisms set forth in the Steering Charter, shall only be increased by a unanimous vote of the Full Funders. Notwithstanding any other provision hereof, in no event shall the funding obligation of any Nominal Funder exceed the amount set forth in Exhibit A hereof, unless otherwise agreed in writing duly executed by the authorized representative of such Nominal Funder.

3.7 The budget shall be allocated to the following purposes:

3.7.1 Project management and support for initiatives proposed by the Transmission Use, Cost Allocation and Transmission Planning committees, as approved by the Steering Committee through the mechanisms set forth in the Steering Charter.

3.7.2 Resources dedicated to the facilitation of the Joint Initiative or other proposals, as approved by the Steering Committee.

3.7.3 Project management and administrative resources to support the general administration of Northern Tier.

3.7.4 Support of Finance Agent services.

3.7.5 Resources dedicated to facilitation of Northern Tier as a viable regional planning entity within the Western Electricity Coordinating Council (WECC) region.

3.7.6 Public relations needs.

3.7.7 Meeting facilities and associated support cost for public stakeholder meetings, Joint Initiative meetings, NTTG Committee meetings or other meetings conducted in support of proposals approved by the Steering Committee.

3.7.7.1 NTTG in-person public stakeholder meetings funded through this provision shall be rotated on an equal basis between the locations below.

3.7.7.1.1 Boise, Idaho

3.7.7.1.2 Butte, Montana

3.7.7.1.3 Portland, Oregon

3.7.7.1.4 Salt Lake City, Utah

3.8 Expenditures of the Northern Tier funds shall only be approved and paid pursuant to the terms of Section 5 hereof.

- 3.9 Upon execution of this Agreement by all Parties, FERC's acceptance of the Agreement for filing, and establishment of the Finance Agent as set forth in Section 5.1, each Party shall submit the greater of (i) 25% of each Party's annual funding obligation calculated in accordance with Exhibit A, or (ii) the minimum amount needed to fulfill the requirements in Section 5.5 into the appropriate operating account as specified in Section 5.

**Section 4 - Representation on Steering Committee:**

4.1 Each Funding Member under this Funding Agreement shall be entitled to appoint one Representative to the Steering Committee. The rights and obligations of Steering Committee Representatives are set forth in the Steering Committee Charter.

**Section 5 – Finance Agent:**

5.1 The Parties shall appoint a Finance Agent to perform the services set forth in this Section 5 of the Agreement. The relationship between the Parties and the Finance Agent is set forth in the Finance Agent Agreement which is attached as Exhibit B.

5.2 Prior to the beginning of each budget year, the Parties shall prepare and approve (i) a budget for the upcoming budget year; (ii) a detailed forecast of the timing of expenditures contained in the budget; and (iii) the allocation of funding for the budget among the Parties in accordance with Exhibit A.

5.2.1 The proposed budget shall include but not be limited to coverage of administrative costs for the budget year, costs for projects approved by the Full Funders; and costs for services provided by the Finance Agent. Finance Agent costs shall be based on direct costs incurred by the Finance Agent in carrying out its responsibilities pursuant to this Agreement and the Finance Agent Agreement.

5.3 Approval of all Parties, including both Nominal Funders and Full Funders under this Agreement, shall be required to approve allocation of funding responsibility for a budget year. Modification of the budget to provide for funding responsibility may be done by Full Funders if necessary. However, Nominal Funders shall not be required to fund any increased cost provided by a modification to a budget.

5.4 The Finance Agent shall track actual expenditures against the budget, and notify the Full Funders and Project Manager when the need for additional funds, not reflected in the budget, becomes known. Whenever it is determined that the budget needs to be modified to fund new program initiatives or any other requirements of the Parties, the Full Funders shall, in cooperation with the Project Manager, develop and approve within 30 days of such notification, the appropriate revisions to the budget. Such revisions shall be binding only upon the Full Funders of the Agreement.

5.5 The Finance Agent shall commingle funds provided pursuant to the Funding Agreement and this agreement ("NTTG Funds") with its general funds. Finance Agent shall

develop financial documents that track NTTG Funds received from the Parties and the expenditure of those funds in addition to the tracking of expenses against the budget.

5.6 The Finance Agent shall establish a minimum cash balance for NTTG Funds based on the budget and the expected timing of expenditures, so that there shall be sufficient funds to pay for invoices approved by the Utility Co-chair, or their delegate. If the Finance Agent determines that the existing budget amounts that are billed quarterly to the Parties are insufficient either (i) a notification shall be sent to the Parties of the need to either reduce scope of services or increase the budget, or (ii) a cash call beyond the quarterly billing amounts outlined in Section 5.6 shall be sent out by the Finance Agent to the Parties.

5.7 The Finance Agent shall submit cash calls to the Parties to establish the cash reserves required by Section 5.6, and shall submit an invoice for its costs and expenses as set forth in the Finance Agent Agreement on a quarterly basis, or on a more frequent basis as outlined in Section 5.6, according to the cost allocations of the budget calculated pursuant to Section 3.4.

5.8 Each Party shall provide the Finance Agent with the e-mail address of its representative authorized to receive invoices and the name and e-mail address of a second person authorized by the Party to receive invoices, which shall be sent by the Finance Agent pursuant to this Agreement via e-mail or other electronic communications.

5.9 All amounts billed to the Parties under this Agreement shall be due and payable to the Finance Agent within 15 business days following the billing date. The billing date shall be the date on which invoices are sent to the Parties.

5.10 Failure of a Party to pay amounts billed within the time specified in the Finance Agent Agreement shall constitute a payment default under this Agreement. The Finance Agent shall provide written notice of the existence of a payment default to the defaulting Party and the non-defaulting Parties within 10 calendar days following the date of payment default. After receipt of such notice of payment default, the defaulting Party shall take all steps necessary to promptly and completely cure such payment default within 30 calendar days of the date that the Finance Agent mailed or delivered the notice of payment default to the defaulting Party. In the event that the defaulting Party does not cure the payment default within 30 calendar days of the date that the Finance Agent mailed or delivered the notice of payment default to the defaulting Party, the defaulting Party must withdraw from this Agreement according to the terms in Section 6.

5.11 The Finance Agent shall provide no interest on NTTG Funds.

5.12 Upon dissolution of this Agreement, either by mutual written agreement or failure to renew this Agreement at the termination date, the remaining funds not needed to fulfill existing obligations and commitments shall be repaid to all Parties pro rata based upon their contribution percentages.

5.13 The Finance Agent shall disburse NTTG Funds only upon email approval from the Utility Co-chair, or that representative's delegate. Furthermore, the Finance Agent's obligation to pay approved disbursements is limited to the monies actually collected from funding calls to the Parties made pursuant to Sections 5.6 and 5.9 of the Agreement. The Finance Agent's obligation is to pay an approved invoice with NTTG Funds, and the Finance Agent has no obligation to pay any approved invoices with the Finance Agent's general funds.

5.14 The Finance Agent shall be bonded to a level mutually acceptable by all Parties if the Finance Agent service is not provided by a Party to this Agreement.

## **Section 6 – Additional Parties/Withdrawal and Reinstatement of a Party**

6.1 Process of Joining. Entities that meet the requirements of Section 2.1 may become Parties upon mutual consent of all existing Parties by executing the Agreement and providing each Party an original of the signature page; provided, however, the Agreement as amended shall not become effective until the Agreement is accepted for filing by FERC with conditions acceptable to all signatories to the Agreement. By executing the Agreement the entity accepts the decisions of the Steering Committee as approved through the mechanisms set forth in the Steering Charter. A joining Party shall be responsible prospectively for its share of costs based upon the approved budget according to the formula referenced in Section 3.4 and set forth in Exhibit A; provided, however, in the event an additional Party is added in the middle of a budget cycle (e.g., a calendar year), the allocation of the associated costs for their respective share, as indicated in Section 3.4, shall be reduced pro rata in the partial year based on the number of remaining calendar days in the year in which it joins divided by 365. All other Parties' respective shares shall be adjusted accordingly. In any following budget period, the additional Party shall bear its full allocated funding share of the Agreement. The allocation of costs shall commence as of the date the joining Party executes the Agreement but shall not be invoiced until the amended Agreement is accepted for filing by FERC.

6.2 Withdrawal. Subject to the approval of FERC, if necessary, for a withdrawal to become effective, any Party may unilaterally withdraw from this Agreement by providing prompt notice to the co-Chairs of the Steering Committee in writing or through electronic transmission. Any Party that withdraws from this Agreement shall be deemed a Withdrawing Party ("Withdrawing Party"), and shall no longer be considered a Party. Upon providing written notice of its withdrawal, the Withdrawing Party shall pay an amount equal to one-half of the amount of budgeted costs and expenses not yet billed by the Finance Agent (Withdrawal Obligation), based on the then current budget. In addition, the Withdrawing Party shall continue to be obligated to fulfill obligations incurred up to the time of withdrawal, including participation in initiatives previously participated in by Withdrawing Party until the next deliverable date outlined in the respective project charters approved by the Steering Committee through the mechanisms set forth in the Steering Charter. Notwithstanding the foregoing, in no event shall a Withdrawing Party be obligated to make any payment in excess of the annual funding obligation for such Withdrawing Party. If the quantity of remaining funds from the Withdrawing Party under the control of the Finance Agent is above the amount needed to fulfill the Withdrawal Obligation, the Finance Agent shall refund the remaining funds to the Withdrawing Party within 30 days of the notice of withdrawal.

6.3 Reinstatement. If a Withdrawing Party, which meets the requirements of Section 2.1, fully withdraws and desires at a later time to again become a Party to this Agreement, such Withdrawing Party shall follow the procedures set forth in Section 6.1 to re-join this Agreement. Parties being reinstated shall not receive a credit for funds forfeited pursuant to Section 6.2.

### **Section 7 - Administration:**

7.1 Parties Bear Own Costs. Each Party shall bear its own costs and expenses associated with participating in Northern Tier activities, unless such costs and expenses are included as part of an approved budget or unless all Parties agree otherwise in writing.

7.2 No Joint Action. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Parties or to impose any partnership obligations or liability upon any Party.

7.3 Legal Rights. Nothing in this Agreement shall affect the right of any Party to take any position or bring any action or proceeding in any appropriate court or agency, except as explicitly outlined in Section 11 of this Agreement.

### **Section 8 - Counterparts**

8.1 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one document. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

### **Section 9 – Term**

9.1 The term of this Agreement shall be through December 31, 2011.

9.2 The term of this agreement shall be extended only upon mutual written agreement of all Parties. -

### **Section 10 – Ownership of Products**

10.1 All information, data, reports, results, or other products funded through mechanisms set forth in this Agreement shall be considered to be in the public domain and available to all Parties for their undivided use; provided, Parties retain the right to engage in separate agreements addressing specific ownership rights of information, data, reports, results, or other products funded through mechanisms outside the scope of this Agreement.

### **Section 11 – Dispute Resolution**

11.1 Parties agree to use the following dispute resolution process for disputes under the provisions of this Agreement, other than any disputes arising as to any Withdrawing Party's rights and/or obligations pursuant to Section 6.2:

Step 1 – An executive representative from each disputing Party shall participate in good faith negotiation to resolve the dispute on an informal basis as promptly as practicable. In the event the executive representatives are unable to resolve the dispute by mutual agreement within 30 days of written notice of dispute by any party to the Utility Co-chair, or such other period as the Parties may mutually agree upon, the Parties shall proceed to Step 2.

Step 2 – If mutual agreement is not reached in Step 1, disputing Parties shall use mediation and/or arbitration to resolve the dispute upon mutual agreement of the disputing Parties.

### **Section 12 – Headings**

12.1 The headings used in this Agreement are for convenience only and shall not be construed as a part of the Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

### **Section 13 – Waiver**

13.1 A waiver by a Party of any default or breach by another Party of any covenants, terms or conditions of this Agreement shall not limit the Party's right to enforce such covenants, terms or conditions or to pursue its rights in the event of any subsequent default or breach.

### **Section 14 – Severability**

14.1 If any portion of this Agreement shall be held to be void or unenforceable, the balance thereof shall continue to be effective.

### **Section 15 – Binding Effect**

15.1 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

### **Section 16 – Amendments**

16.1 This Agreement shall not be modified, amended or changed in any respect except by a written document signed by all Parties.

**Section 17 – No Third Party Beneficiary**

17.1 This Agreement is for the exclusive benefit of the Parties, and shall not constitute a third party beneficiary agreement and shall not be relied upon or enforced by a third party.

**Section 18 – Integration**

18.1 This Agreement and the Finance Agent Agreement constitute the entire agreement of the Parties. Covenants or representations not contained or incorporated therein shall not be binding upon the Parties.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By Curt Winterfeld (by AWS)  
Curt Winterfeld  
Vice President

By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

Date 12/28/09

Date \_\_\_\_\_

PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

By \_\_\_\_\_  
Doug Hunter  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission

Date \_\_\_\_\_

Date \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Curt Winterfeld  
Vice President

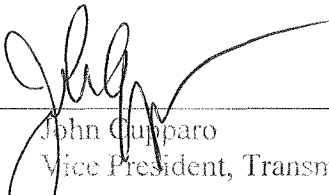
By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
  
John C. Quiparo  
Vice President, Transmission

By \_\_\_\_\_  
Doug Hunter  
General Manager

Date Dec 23, 2009

Date \_\_\_\_\_

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission

Date \_\_\_\_\_

Date \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Curt Winterfeld  
Vice President

By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

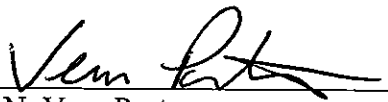
By \_\_\_\_\_  
Doug Hunter  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By   
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission

Date 12-24-2009

Date \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Curt Winterfeld  
Vice President

By Michael R. Cashell  
Michael R. Cashell  
Chief Transmission Officer

Date \_\_\_\_\_

Date 12/28/09

PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

By \_\_\_\_\_  
Doug Hunter  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission

Date \_\_\_\_\_

Date \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Curt Winterfeld  
Vice President

By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

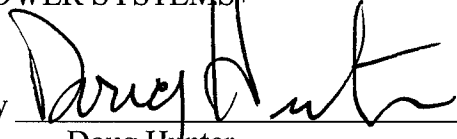
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PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

By   
Doug Hunter  
General Manager

Date \_\_\_\_\_

Date 12-28-09

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By \_\_\_\_\_  
Joe McArthur  
Vice President, Transmission

Date \_\_\_\_\_

Date \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last signature below.

DESERET GENERATION &  
TRANSMISSION CO-OPERATIVE, INC.

NORTHWESTERN ENERGY

By \_\_\_\_\_  
Curt Winterfeld  
Vice President

By \_\_\_\_\_  
Michael R. Cashell  
Chief Transmission Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

PACIFICORP

UTAH ASSOCIATED MUNICIPAL  
POWER SYSTEMS

By \_\_\_\_\_  
John Cupparo  
Vice President, Transmission

By \_\_\_\_\_  
Doug Hunter  
General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

IDAHO POWER COMPANY

PORTLAND GENERAL ELECTRIC  
COMPANY

By \_\_\_\_\_  
N. Vern Porter  
Vice President, Delivery Engineering  
& Operations

By Joe McArthur  
Joe McArthur  
Vice President, Transmission

Date \_\_\_\_\_

Date Dec 28, 2009



## EXHIBIT A

### Allocation of Funding

Northern Tier's costs associated with its budget shall be allocated among the Parties according to the following formulas:

**BUDGET** = Annual budget amount as defined in Section 3, "Funding."

**SERVICES** = Total transmission services measured in total annual MW provided as outlined in each Parties' respective 2006 FERC Form 1 columns (e), (f), (g), (h), (i) and WECC's current Net Energy to Load Ratio.

(A) = Each Party multiplied by \$17,000 per funder

(B) = 7.5% of the remaining BUDGET not allocated in (A) divided by the total number of Full Funders

(C1) = 0.05 multiplied by the total number of Full Funders with SERVICES under 17,500 MW

(C2) = 0.25 multiplied by the total number of Full Funders with SERVICES between 17,500 MW and 100,000 MW

(C3) = 0.50 multiplied by the total number of Full Funders with SERVICES over 100,000 MW

(C) = (C1) + (C2) + (C3)

(D1) = (C1) divided by (C) multiplied by 65.9% of the remaining BUDGET not allocated in (A) divided by the total number of Full Funders with SERVICES under 17,500 MW

(D2) = (C2) divided by (C) multiplied by 65.9% of the remaining BUDGET not allocated in (A) divided by the total number of Full Funders with SERVICES between 17,500 MW and 50,000 MW

(D3) = (C3) divided by (C) multiplied by 65.9% of the remaining BUDGET not allocated in (A) divided by the total number of Full Funders with SERVICES over 50,000 MW

(E) = 26.6% multiplied by the remaining BUDGET not allocated in (A) multiplied by pro-rata share of the net energy to load of each Full Funder which operates a control area as defined in their respective WECC submittal for the current year.



Nominal Funders allocation = (A)

Full Funders allocation = (A) + (B) + the respective SERVICES class of (D1), (D2), or (D3) + (E)



## EXHIBIT B

### Finance Agent Agreement