**Summary of Changes**

The Term clause of the Agreement has been updated to align with the policy and reflect the 19-year term of the Provider of Choice Agreement. BPA is proposing an additional sentence at the end of the provision stating that, after expiration or termination, all obligations and liabilities are preserved until satisfied.

**Edits of Particular Note:**

N/A

*Option 1: Include the following for customers who do NOT need RUS approval.*

**1. TERM*(03/14/2024 Version)***

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044. Performance by BPA and «Customer Name» shall commence on October 1, 2028, with the exception of those actions required prior to that date that are included in:

*END Option 1*

*Option 2: Include the following for customers who must obtain RUS approval to execute this Agreement.*

**1. TERM*(03/14/2028 Version)***

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2044, subject to approval of the United States Department of Agriculture Rural Utilities Service. Performance by BPA and «Customer Name» shall commence on October 1, 2028, with the exception of those actions required prior to that date that are included in:

*END Option 2*

*Include in* ***LOAD FOLLOWING*** *template:*

(1) sections 3.3 through 3.7 of section 3, Power Purchase Obligation;

*END* ***LOAD FOLLOWING*** *template.*

*Include in* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates:*

(1) sections 3.3 through 3.6 of section 3, Power Purchase Obligation;

*END* ***BLOCK*** *and* ***SLICE/BLOCK*** *templates.*

*Include in* ***LOAD FOLLOWING*** *and* ***BLOCK*** *templates:*

(2) section 9, Elections to Purchase Power Priced at Tier 2 Rates;

(3) section 14, Delivery;

(4) section 17, Information Exchange and Confidentiality;

(5) section 18, Conservation and Renewables;

(6) section 19, Resource Adequacy;

(7) section 22, Governing Law and Dispute Resolution;

(8) section 25, Termination;

(9) Exhibit A, Net Requirements and Resources;

(10) Exhibit B, High Water Marks and Contract Demand Quantities;

(11) Exhibit C, Purchase Obligations;

(12) section 2 of Exhibit D, Additional Products and Special Provisions; and

*Drafter’s Note: Include for customers served by Transfer Service*

(13) Exhibit G, Principles of Non-Federal Transfer Service.

*END for customers served by Transfer Service*

*END* ***LOAD FOLLOWING*** *and* ***BLOCK*** *templates.*

*Include in* ***SLICE/BLOCK*** *template:*

(2) section 4, Block Product;

(3) section 5, Slice Product;

(4) section 7, High Water Marks and Contract Demand Quantities;

(5) section 9, Elections to Purchase Power Priced at Tier 2 Rates;

(6) section 10, Tier 2 Remarketing and Resource Removal;

(7) section 11, Right to Change Purchase Obligation;

*Drafter’s Note: Include for customers served by Transfer Service*

(8) section 14, Delivery;

*END for customers served by Transfer Service*

*Drafter’s Note: Include for customers NOT served by Transfer Service*

(8) Intentionally Left Blank;

*END for customers NOT served by Transfer Service*

(9) section 17, Information Exchange and Confidentiality;

(10) section 18, Conservation and Renewables;

(11) section 19, Resource Adequacy;

(12) section 22, Governing Law and Dispute Resolution;

(13) section 25, Termination;

(14) Exhibit A, Net Requirements and Resources;

(15) Exhibit B, High Water Marks and Contract Demand Quantities;

(16) Exhibit C, Purchase Obligations;

(17) Exhibit D, Additional Products and Special Provisions;

*Drafter’s Note: Include for customers served by Transfer Service*

(18) Exhibit G, Principles of Non-Federal Transfer Service;

*END for customers served by Transfer Service*

*Drafter’s Note: Include for customers NOT served by Transfer Service*

(18) Intentionally Left Blank;

*END for customers NOT served by Transfer Service*

(19) Exhibit H, Renewable Energy Certificates and Carbon Attributes;

(20) Exhibit I, Critical Slice Amounts;

(21) Exhibit J, Preliminary Slice Percentage and Initial Slice Percentage;

(22) Exhibit K, Annual Determination of Slice Percentage;

(23) Exhibit L, RHWM Augmentation;

(24) Exhibit N, Slice Implementation Procedures;

(25) Exhibit O, Interim Slice Implementation Procedures;

(26) Exhibit P, Slice Computer Application Development Schedule; and

(27) Exhibit Q, Determination of Initial Slice Percentage.

*END* ***SLICE/BLOCK*** *template.*

Until October 1, 2028, section 22, Governing Law and Dispute Resolution will only apply to the extent there is a dispute regarding actions required in the above referenced sections and exhibits.

All obligations and liabilities accrued under this Agreement are preserved until satisfied.