

To: MWTG Participants

From: MWTG Participants

**Re: Mountain West Transmission Group Consensus On Further
Discussions with the Southwest Power Pool**

The ten entities identified in the signature blocks below, informally collectively known as the “Mountain West Transmission Group” (“MWTG”) and individually known as a “Participant,” executed a confidential Memorandum of Understanding dated April 1, 2016 to capture the terms developed, at that time, for a potential joint transmission tariff. Since April, the MWTG expanded its scope to evaluate participation in a full energy and ancillary services market. MWTG transmitted a Request for Information (“RFI”) to four Regional Transmission Operators (“RTOs”).

Each Participant has reviewed the RTOs’ responses to the RFI, and the MWTG Participants have conducted additional analysis. Now, having reached consensus as to specific confidential terms and conditions, the MWTG Participants acknowledge, by execution of this letter, the intent to pursue in depth discussions with the Southwest Power Pool (“SPP”) about the possibility of membership in SPP, including participation in SPP’s Integrated Marketplace. In the event these discussions are unsuccessful, the Participants may pursue similar discussions with Midcontinent Independent System Operator, Inc. or PJM Interconnection, L.L.C. or both.

This document does not, in any way, affect the rights or obligations of any of the MWTG Participants under any other agreement. No MWTG Participant has any legal obligation of any kind whatsoever, with respect to any performance, by virtue of this document or any other written or oral expression regarding the terms described herein. This document does not confer any rights or remedies upon any third party. Nothing in this document restricts any MWTG Participant from participating in similar activities with other entities. This document is not legally binding or enforceable, by or against, the MWTG Participants or anyone else. This document is not, and no MWTG Participant or third party may construe this document as, an offer by any MWTG Participant, which may be accepted to form a binding contract. No MWTG Participant, and likewise no third party, should rely on this letter, any prior or subsequent discussions, any written or electronic communications, statements, or writings of any kind, or any other action or inaction, either individually or collectively, as a basis for taking any action, foregoing any opportunity, or incurring any costs. In light of the foregoing, all parties waive, in advance, on their behalf and on behalf of their respective directors, officers, stockholders, owners, members, managers, affiliates, representatives, advisors, or agents any claims (including claims for breach of contract or detrimental reliance) against the others or any of their respective directors, officers, stockholders, owners, members, managers, affiliates, representatives, advisors, or agents based upon the contents or existence of this document. This document is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity for any MWTG Participant. Likewise, this document cannot be construed to create an association, partnership, joint venture or joint undertaking between the MWTG Participants or impose any partnership liability upon any MWTG Participant. Nothing in this letter obligates any MWTG

Participant to commit or transfer any funds. Each MWTG Participant will handle and fund its own activities and utilize its own resources in pursuing the objectives set forth in this document. Any MWTG Participant can withdraw from this document, or any discussions or negotiations undertaken pursuant to it at its sole discretion at any time and for any, or no, reason.

This letter may be signed in one or more counterparts (including by facsimile or a scanned image), each of which when so signed shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

Dated January 5, 2017

Basin Electric Power Cooperative

By: Mike Risan

Name: Mike Risan

Title: Senior VP, Transmission

Black Hills Power, Inc.

By: _____

Name: _____

Title: _____

Colorado Springs Utilities

By: _____

Name: _____

Title: _____

Black Hills/Colorado Electric Utility Company, LP

By: _____

Name: _____

Title: _____

Cheyenne Light Fuel and Power Company

By: _____

Name: _____

Title: _____

Platte River Power Authority

By: _____

Name: _____

Title: _____

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Dated January 5, 2017

Basin Electric Power Cooperative

By: _____

Name: _____

Title: _____

Black Hills Power, Inc.

By: Stuart Wevik

Name: Stuart Wevik

Title: Group VP - Electric Utilities

Colorado Springs Utilities

By: _____

Name: _____

Title: _____

Black Hills/Colorado Electric Utility Company, LP

By: Stuart Wevik

Name: Stuart Wevik

Title: Group VP - Electric Utilities

Cheyenne Light Fuel and Power Company

By: Stuart Wevik

Name: Stuart Wevik

Title: Group VP - Electric Utilities

Platte River Power Authority

By: _____

Name: _____

Title: _____

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Basin Electric Power Cooperative

By: _____

Name: _____

Title: _____

Black Hills Power, Inc.

By: _____

Name: _____

Title: _____

Colorado Springs Utilities

By: Eric Sharp

Name: Eric Sharp

Title: Chief Energy Services Officer

Black Hills/Colorado Electric Utility Company, LP

By: _____

Name: _____

Title: _____

Cheyenne Light Fuel and Power Company

By: _____

Name: _____

Title: _____

Platte River Power Authority

By: _____

Name: _____

Title: _____

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Colorado Springs Utilities

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Black Hills/Colorado Electric Utility Company, LP

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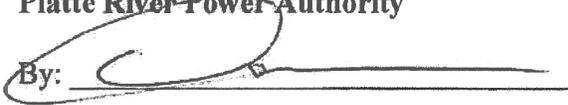
Cheyenne Light Fuel and Power Company

By: _____

Name: _____

Title: _____

Platte River Power Authority

By:  _____

Name: Andy Butcher

Title: Chief Operating Officer

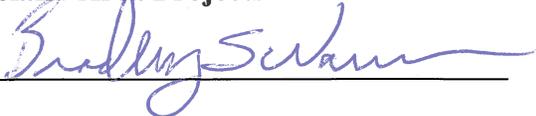
Public Service Company of Colorado

By: _____

Name: _____

Title: _____

**Western Area Power Administration,
Loveland Area Projects**

By:  _____

Name: Bradley S. Warren

Title: Senior Vice President and
Rocky Mountain Regional Manager

**Tri-State Generation and Transmission
Association, Inc.**

By: _____

Name: _____

Title: _____

**Western Area Power Administration,
Colorado River Storage Project**

By: _____

Name: Lynn C. Jeka

Title: Senior Vice President and Colorado River
Storage Project Management Center Manager

Public Service Company of Colorado

By: _____

Name: _____

Title: _____

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Loveland Area Projects**

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Name: _____

Title: _____

**Tri-State Generation and Transmission
Association, Inc.**

By:  _____

Name: Joel K. Bladow _____

Title: Senior Vice President, Transmission _____

**Western Area Power Administration,
Colorado River Storage Project**

By: _____

Name: _____

Title: _____