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| SCHEDULE NO. 62 |
| Substation and Related Equipment Capacity (Continued) |

**Section 7 – PERFORMANCE ASSURANCE:** If at any time Customer is or becomes liable to the Company for the payment of any Termination Charges, the Company has reasonable grounds for insecurity regarding Customer’s performance of its obligation to pay the Termination Charges (including, without limitation, the occurrence of any material adverse change in the creditworthiness of Customer or the rating of any credit or debt of Customer by S&P or Moody’s below investment grade), the Company may demand, and Customer shall within ten (10) business days following such demand provide to the Company, sufficient security in the form, amount and for the term reasonably acceptable to the Company, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a performance bond or a guaranty. Customer shall continue to provide such security for so long as the grounds for the Company’s insecurity continue to exist. The amount of any security provided by Customer pursuant this Section 7 shall not be required to exceed the lesser of (a) the present value (as determined by the Company) of the Termination Charges and (b) the amount provided for in WAC 480-100-118(2). For purposes of this Schedule, “S&P” means Standard and Poor’s, a division of the McGraw-Hill Companies, Inc., or any successor thereto, and “Moody’s” means Moody’s Investor Services, Inc. or any successor thereto.

**Section 8 – PREPAYMENT:**  Following determination by the Company of the cost or value of the Substation or of upgrades or conversion as described in Sections 4 and 5, the Customer shall have the option to prepay a maximum of 49% of such cost or value (or such other percentage of such cost or value mutually agreed upon by the Customer and the Company), except that prepayments due to equipment failure described in Attachment C, sections 3 and 4, shall be as described in Attachment C, sections 3 and 4. Such prepayment is subject to Schedule No. 87 of the Company’s Electric Tariff G and any other applicable schedule or tax. Alternatively, the Customer may make a prepayment of monthly charges under the provisions in Attachment C, section 3.b and the following conditions shall apply: such prepayment of monthly charges will not be subject to Schedule No. 87 of the Company’s Electric Tariff G but will be subject to any other applicable schedule or tax; except for a No Replacement Coverage lease which has required payments for failed equipment, at no time will the overall effect of prepayments be greater than the percentage, agreed to by the Customer and the Customer pursuant to this Section 8, of the original cost or value of the Substation or of the Substation Equipment Capital Charges for the term of the Facilities Agreement, and the Customer may not prepay both a portion of the original cost or value of the Substation and a portion of the Substation Equipment Capital Charges.

**Section 9 – OWNERSHIP:** The substation and feeder equipment referred to in this Schedule, together with any replacements, upgrades and other modifications thereof, shall remain the personal property of the Company at all times.

(M) Transferred from Sheet No. 62-C