

TERMINATION AGREEMENT

This Agreement is entered into the date last written below (the "Effective Date") by and among the City of Gillette, Wyoming, a municipal corporation formed and existing pursuant to the laws of the state of Wyoming ("Gillette"), PacifiCorp Energy, a division of PacifiCorp, an Oregon corporation ("PacifiCorp") and Black Hills Power Company, a South Dakota corporation ("Black Hills"). Gillette, PacifiCorp and Black Hills may individual be referred to as a Party and collectively as the Parties.

The Parties WITNESSTH, that:

WHEREAS, PacifiCorp is the successor in interest to Pacific Power and Light Company;

WHEREAS, Black Hills is the successor in interest to Black Hills Power and Light Company;

WHEREAS, PacifiCorp and Black Hills jointly own the Wyodak electric generation facility located near Gillette, Wyoming.

WHEREAS, the Wyodak electric generation facility utilizes effluent from Gillette for commercial and industrial purposes.

WHEREAS, PacifiCorp and Black Hills have entered into a water supply agreement dated September 13, 2013;

WHEREAS, Upon execution of this Termination Agreement, Gillette and PacifiCorp will enter into an effluent purchase agreement;

WHEREAS, the Parties previously entered into: (1) the October 30, 1973 Water Supply Agreement, as amended; (2) the January 29, 1981 Water Purchase Agreement; and (3) the October 29, 1990 Letter Agreement.

WHEREAS, the Parties desire to terminate certain existing water related agreements.


Now, THEREFORE, the Parties mutual agree as follows:

1. **Termination of Prior Agreements.** As of the date last written below the following agreements and any amendments thereto shall terminate and be of no further effect: (1) the October 30, 1973 Water Supply Agreement; (2) the January 29, 1981 Water Purchase Agreement; and (3) the October 29, 1990 Letter Agreement.
 - a. Nothing in this Agreement shall release any Party from any obligation that Party may have incurred under the agreements listed in Section 1 prior to the Effective Date.
2. **Several Obligations.** Nothing contained herein shall be construed to create an association, trust, partnership or joint venture or to impose a trust, partnership or fiduciary duty, obligation or liability on or between the Parties.
3. **Choice of Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the state of Wyoming, applying any choice of law rules that may direct the application of the laws of another jurisdiction.
4. **Entire Agreement.** This represents the entire agreement between the Parties and no modification hereof shall be effective unless it is in writing and executed by both Parties.
5. **No dedication.** Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public, nor

affect the status of PacifiCorp as an independent public utility corporation or Seller as an independent individual or entity.

6. **Jury Trial Waiver.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

PacifiCorp Energy

By: 

(signature)

Name: Dana Ralston

Title: Vice President - Generation

Dated: 9/12/13

City of Gillette, Wyoming

By: _____

(signature)

Name: Tom Murphy

Title: Mayor

Dated: _____

Black Hills Power Company

By: 

(signature)

Name: Mark L. Lux

Title: Vice President & General Manager – Power Delivery

Dated: _____