

**PARAGRAPH 10**  
**to the**  
**COLLATERAL ANNEX**  
**to the**  
**FIRST AMENDED AND RESTATED MASTER POWER PURCHASE AND**  
**SALE AGREEMENT**  
**Between PacifiCorp (“Party A”) and**  
**Southern California Edison Company (“SCE” or “Party B”)**

**CREDIT ELECTIONS COVER SHEET**

**Paragraph 10. Elections and Variables**

**I. Collateral Threshold.**

**A. Party A Collateral Threshold.**

- \$ \_\_\_\_\_ (the “Threshold Amount”); provided, however, that the Collateral Threshold for Party A shall be zero upon the occurrence and during the continuance of an Event of Default or a Potential Event of Default with respect to Party A; and provided further that, in the event that, and on the date that, Party A cures the Potential Event of Default on or prior to the date that Party A is required to post Performance Assurance to Party B pursuant to a demand made by Party B pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party A shall automatically increase from zero to the Threshold Amount and (ii) Party A shall be relieved of its obligation to post Performance Assurance pursuant to such demand.
  
- (a) The amount (the “Threshold Amount”) set forth below under the heading “Party A Collateral Threshold” opposite the Credit Rating for [Party A][Party A’s Guarantor] on the relevant date of determination, or (b) zero if on the relevant date of determination [Party A][its Guarantor] does not have a Credit Rating from the rating agency specified below or an Event of Default or a Potential Event of Default with respect to Party A has occurred and is continuing; provided, however, in the event that, and on the date that, Party A cures the Potential Event of Default on or prior to the date that Party A is required to post Performance Assurance to Party B pursuant to a demand made by Party B pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party A shall automatically increase from zero to the Threshold Amount and (ii) Party A shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

| <u>Party A</u>              |                      |
|-----------------------------|----------------------|
| <u>Collateral Threshold</u> | <u>Credit Rating</u> |
| \$ _____                    | _____ (or above)     |
| \$ _____                    | _____                |
| \$ _____                    | _____                |
| \$ _____                    | _____                |
| \$ _____                    | Below _____          |

- The amount (“Threshold Amount”) which is the lowest of:
  - (1) the amount set forth below under the heading “Party A Collateral Threshold” opposite the lower of the Credit Ratings for Party A or, if applicable, Party A’s Guarantor on the relevant date of determination. If Party A or, if applicable, its

Guarantor is rated by only two of the Ratings Agencies specified below, then the lower Credit Rating shall apply. If Party A or, if applicable, its Guarantor is rated by only one of the Ratings Agencies specified below, then that Credit Rating shall apply. If Party A or, if applicable, its Guarantor does not have a Credit Rating from at least one of the Ratings Agencies specified below, the Collateral Threshold shall be \$0 (zero);

- (2) \$0 (zero) if an Event of Default or a Potential Event of Default with respect to Party A has occurred and is continuing:

| Party A Collateral Threshold | Moody's Credit Rating                       | S&P Credit Rating                           |
|------------------------------|---|---|
| \$15,000,000                 | Aa3 and above                               | AA- and above                               |
| \$12,000,000                 | A3 to A1                                    | A- to A+                                    |
| \$8,000,000                  | Baa1  | BBB+  |
| \$5,000,000                  | Baa2  | BBB   |
| \$3,000,000                  | Baa3  | BBB-  |
| \$ 0                         | Below Baa3 or rating suspended or withdrawn | Below BBB- or rating suspended or withdrawn |

- The amount of the Guaranty Agreement dated \_\_\_\_ from \_\_\_\_, as amended from time to time but in no event shall Party A's Collateral Threshold be greater than \$\_\_\_\_\_.
- Other – see attached threshold terms

**B. Party B Collateral Threshold.**

- \$\_\_\_\_\_ (the "Threshold Amount"); provided, however, that the Collateral Threshold for Party B shall be zero upon the occurrence and during the continuance of an Event of Default or a Potential Event of Default with respect to Party B; and provided further that, in the event that, and on the date that, Party B cures the Potential Event of Default on or prior to the date that Party B is required to post Performance Assurance to Party A pursuant to a demand made by Party A pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party B shall automatically increase from zero to the Threshold Amount and (ii) Party B shall be relieved of its obligation to post Performance Assurance pursuant to such demand.
- (a) The amount (the "Threshold Amount") set forth below under the heading "Party B Collateral Threshold" opposite the Credit Rating for [Party B][Party B's Guarantor] on the relevant date of determination, or (b) zero if on the relevant date of determination [Party B][its Guarantor] does not have a Credit Rating from the rating agency specified below or an Event of Default or a Potential Event of Default with respect to Party B has occurred and is continuing; provided, however, in the event that, and on the date that, Party B cures the Potential Event of Default on or prior to the date that Party B is required to post Performance Assurance to Party A pursuant to a demand made by Party A pursuant to the provisions of the Collateral Annex on or after the occurrence of such Potential Event of Default, (i) the Collateral Threshold for Party B shall automatically increase from zero to the Threshold Amount and (ii) Party B shall be relieved of its obligation to post Performance Assurance pursuant to such demand:

| <b>Party B<br/>Collateral Threshold</b> | <b>Credit Rating</b> |
|---|----------------------|
| \$ _____                                | _____ (or above)     |
| \$ _____                                | _____                |
| \$ _____                                | _____                |
| \$ _____                                | _____                |
| \$ _____                                | Below _____          |

- The amount (the "Threshold Amount") which is the lower of:
- (1) the amount set forth below under the heading "Party B Collateral Threshold" opposite the lower of the Credit Ratings for Party B on the relevant date of determination. If Party B is rated by only two of the Ratings Agencies specified below, then the lower Credit Rating shall apply. If Party B is rated by only one of the Ratings Agencies specified below, then that Credit Rating shall apply. If Party B does not have a Credit Rating from at least one of the Ratings Agencies specified below, the Collateral Threshold shall be \$0 (zero);  
or
  - (2) \$0 (zero) if an Event of Default or a Potential Event of Default with respect to Party B has occurred and is continuing:

| Party B Collateral Threshold | Moody's Credit Rating                       | S&P Credit Rating                           |
|------------------------------|---|---|
| \$15,000,000                 | Aa3 and above                               | AA- and above                               |
| \$12,000,000                 | A3 to A1                                    | A- to A+                                    |
| \$8,000,000                  | Baa1  | BBB+  |
| \$5,000,000                  | Baa2  | BBB   |
| \$3,000,000                  | Baa3  | BBB-  |
| \$ 0                         | Below Baa3 or rating suspended or withdrawn | Below BBB- or rating suspended or withdrawn |

- The amount of the Guaranty Agreement dated \_\_\_\_\_ from \_\_\_\_\_, as amended from time to time but in no event shall Party B's Collateral Threshold be greater than \$ \_\_\_\_\_.
- Other -- see attached threshold terms

**II. Eligible Collateral and Valuation Percentage.**

The following items will qualify as "Eligible Collateral" for the Party specified:

|     |                   | Party A | Party B | Valuation Percentage   |
|-----|-------------------|---------|---------|--|
| (A) | Cash              | [ X ]   | [ X ]   | 100%   |
| (B) | Letters of Credit | [ X ]   | [ X ]   | 100% unless either (i) a Letter of Credit Default shall have occurred and be continuing with respect to such Letter of Credit, or (ii) thirty (30) or fewer Business Days remain prior to the expiration of such Letter of Credit, in which cases the Valuation Percentage shall be zero (0%). |
| (C) | Other             | [ ]     | [ ]     | %  |

**III. Independent Amount.**

**A. Party A Independent Amount.**

- Party A shall have a Fixed Independent Amount of \$\_\_\_\_\_. If the Fixed Independent Amount option is selected for Party A, then Party A (which shall be a Pledging Party with respect to the Fixed IA Performance Assurance) will be required to Transfer or cause to be Transferred to Party B (which shall be a Secured Party with respect to the Fixed IA Performance Assurance) Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the "Fixed IA Performance Assurance"). The Fixed IA Performance Assurance shall not be reduced for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be taken into account when calculating Party A's Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with, and otherwise be subject to, Paragraphs 2, 5(b), 5(c), 6, 7 and 9 of the Collateral Annex.
- Party A shall have a Full Floating Independent Amount of (i) the amount specified in a Transaction or Confirmation, if any; and (ii) if Party A's Credit Rating is lower than BBB- by S&P or Baa3 by Moody's, the amount equal to ten percent (10%) of the market value of all outstanding Transactions (except those for which an alternative Independent Amount is specified in the Confirmation), adjusted by the netting of the market value of purchases with the market value of sales within the same billing cycles. If the Full Floating Independent Amount option is selected for Party A, then for purposes of calculating the Collateral Requirements pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party A shall be added to the Exposure Amount for Party B and subtracted from the Exposure Amount for Party A.
- Party A shall have a Partial Floating Independent Amount of \$\_\_\_\_\_. If the Partial Floating Independent Amount option is selected for Party A, then Party A will be required to Transfer or cause to be Transferred to Party B Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the "Partial Floating IA Performance Assurance") if at any time Party A otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall not be reduced so long as Party A has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be taken into account when calculating a Party's Collateral Requirements pursuant to the Collateral Annex. Except as expressly set forth above, the Partial Floating Independent Amount shall be held and maintained in accordance with, and otherwise be subject to, the Collateral Annex.
- Not Applicable.

**B. Party B Independent Amount.**

- Party B shall have a Fixed Independent Amount of \$\_\_\_\_\_. If the Fixed Independent Amount Option is selected for Party B, then Party B (which shall be a Pledging Party with respect to the Fixed IA Performance Assurance) will be required to Transfer or cause to be Transferred to Party A (which shall be a Secured Party with respect to the Fixed IA Performance Assurance) Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the "Fixed IA Performance Assurance"). The Fixed IA Performance Assurance shall not be reduced for so long as there are any outstanding obligations between the Parties as a result of the Agreement, and shall not be taken into account when calculating Party B's Collateral Requirement pursuant to the Collateral Annex. Except as expressly set forth above, the Fixed IA Performance Assurance shall be held and maintained in accordance with, and otherwise be subject to, Paragraphs 2, 5(b), 5(c), 6, 7 and 9 of the Collateral Annex.

- Party B shall have a Full Floating Independent Amount of \$\_\_\_\_\_. If the Full Floating Independent Amount Option is selected for Party B then for purposes of calculating Party B's Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, such Full Floating Independent Amount for Party B shall be added by Party A to its Exposure Amount for purposes of determining Net Exposure pursuant to Paragraph 3(a) of the Collateral Annex.
- Party B shall have a Partial Floating Independent Amount of \$\_\_\_\_\_. If the Partial Floating Independent Amount option is selected for Party B, then Party B will be required to Transfer or cause to be Transferred to Party A Performance Assurance with a Collateral Value equal to the amount of such Independent Amount (the "Partial Floating IA Performance Assurance") if at any time Party B otherwise has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount) pursuant to Paragraph 3 of the Collateral Annex. The Partial Floating IA Performance Assurance shall not be reduced for so long as Party B has a Collateral Requirement (not taking into consideration the Partial Floating Independent Amount). The Partial Floating Independent Amount shall not be taken into account when calculating a Party's Collateral Requirements pursuant to the Collateral Annex. Except as expressly set forth above, the Partial Floating Independent Amount shall be held and maintained in accordance with, and otherwise be subject to, the Collateral Annex.
- Not Applicable.

**IV. Minimum Transfer Amount.**

- A. **Party A Minimum Transfer Amount:** \$1.00
- B. **Party B Minimum Transfer Amount:** \$1.00

**V. Rounding Amount.**

- A. **Party A Rounding Amount:** \$100,000.00
- B. **Party B Rounding Amount:** \$100,000.00

**VI. Administration of Cash Collateral.**

**A. Party A Eligibility to Hold Cash.**

- Party A shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party A shall pay to Party B in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party B.
- Party A shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not a Defaulting Party; (2) Party A or, if applicable, Party A's Guarantor has a Credit Rating of at least (a) BBB- from S&P or Baa3 from Moody's and (3) Cash shall be held only in any jurisdiction within the United States. To the extent Party A is entitled to hold Cash, the Interest Rate payable to Party B on Cash shall be as selected below:

**Party A Interest Rate.**

- Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release

designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.

Other - \_\_\_\_\_

To the extent that Party A is not entitled to hold Cash, Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party A shall pay to Party B in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party B.

**B. Party B Eligibility to Hold Cash.**

- Party B shall not be entitled to hold Performance Assurance in the form of Cash. Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party B shall pay to Party A in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party A.
- Party B shall be entitled to hold Performance Assurance in the form of Cash provided that the following conditions are satisfied: (1) it is not a Defaulting Party; (2) Party B has a Credit Rating of at least (a) BBB- from S&P or Baa3 from Moody's and (3) Cash shall be held only in any jurisdiction within the United States. To the extent Party B is entitled to hold Cash, the Interest Rate payable to Party A on Cash shall be as selected below:

**Party B Interest Rate.**

- Federal Funds Effective Rate - the rate for that day opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.
- Other - \_\_\_\_\_

To the extent that Party B is not entitled to hold Cash, Performance Assurance in the form of Cash shall be held in a Qualified Institution in accordance with the provisions of Paragraph 6(a)(ii)(B) of the Collateral Annex. Party B shall pay to Party A in accordance with the terms of the Collateral Annex the amount of interest it receives from the Qualified Institution on any Performance Assurance in the form of Cash posted by Party A.

**VII. Notification Time.**

- Other – 10:00 a.m. Pacific Prevailing Time on a Local Business Day

**VIII. General.**

With respect to the Collateral Threshold, Independent Amount, Minimum Transfer Amount and Rounding Amount, if no selection is made in this Cover Sheet with respect to a Party, then the applicable amount in each case for such Party shall be zero (0). In addition, with respect to the "Administration of Cash Collateral" section of this Paragraph 10, if no selection is made with respect to a Party, then such Party shall not be entitled to hold Performance Assurance in the form of Cash and such Cash, if any, shall be held in a Qualified Institution pursuant to Paragraph 6(a)(ii)(B) of the Collateral Annex. If a Party is eligible to hold Cash pursuant to a selection in this Paragraph 10 but no Interest Rate is selected, then the Interest Rate for such Party shall be the Federal Funds Effective Rate as defined in Section VI of this Paragraph 10.

**IX. Other Changes.** The following changes to the Collateral Annex shall be applicable.

**A. Introduction.** The first paragraph of the introduction is amended to read as follows:

“This Collateral Annex, together with the Paragraph 10 Cover Sheet, (the “Collateral Annex”) supplements, forms a part of, and is subject to the First Amended and Restated Master Power Purchase and Sale Agreement dated as of May 29, 2009 between PacifiCorp (“Party A”) and Southern California Edison Company (“Party B”), including the Cover Sheet and any other annexes thereto (as amended and supplemented from time to time, the “Agreement”). Capitalized terms used in this Collateral Annex but not defined herein shall have the meanings given such terms in the Agreement.”

**B. Paragraph 1. Definitions.** Amend Paragraph 1 as follows:

- i. The definition of “Credit Rating” is deleted from the Collateral Annex and all references shall have the meaning set forth in Section 1.12 of the Master Agreement as modified in the Cover Sheet.
- ii. The definition of “Credit Rating Event” is amended by replacing “6(a)(iii)” with “6(a)(ii)”.
- iii. The definition of “Downgraded Party” is amended by replacing “6(a)(i)” with “6(a)(ii)”.
- iv. The definition of “Letter of Credit” is deleted from the Collateral Annex.
- v. The definition of “Letter of Credit Default” is to be deleted and replaced with the following:

“Letter of Credit Default’ means with respect to a Letter of Credit, the occurrence of any of the following events: (a) the issuer of such Letter of Credit shall fail to maintain a Credit Rating of at least (i) “A” by S&P and “A2” by Moody’s, and (ii) shall fail to maintain assets net of reserves of at least \$10,000,000,000; (b) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit; (c) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (d) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the term of the Agreement, in any such case without replacement; or (e) the issuer of such Letter of Credit shall become Bankrupt; provided, however, that no Letter of Credit Default shall occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Collateral Annex.”

- vi. The definition of “Local Business Day” is amended to read as follows:

“Local Business Day’ means a Business Day on which commercial banks are open for business (a) in relation to any payment, in the place where the relevant account is located and (b) in relation to any notice or other communication, in the city specified in the address for notice provided by the recipient.”

- vii. The definition of “Performance Assurance” is amended by replacing “6(a)(iv)” with “6(a)(iii)”.
- viii. The definition of “Reference Market-maker” is deleted from the Collateral Annex.
- ix. The definition of “Qualified Institution” is amended as follows:

“Qualified Institution’ means a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating of at least (a) “A” by S&P and “A2” by Moody’s, and (ii) having a assets (net of reserves) of at least TEN BILLION AND 00/100 DOLLARS (\$10,000,000,000.00).”

- x. The definition of “Secured Party” is amended by replacing “3(b)” with “3(a)”.

- C. **Paragraph 3. Calculations of Collateral Requirement.** In Paragraph 3(b)(2), delete the phrase “, and any Interest Amount that has not yet been Transferred to the Pledging Party”.
- D. **Paragraph 4. Delivery of Performance Assurance.** In Paragraph 4, the penultimate sentence is deleted and replaced with the following:
- “Unless otherwise agreed in writing by the Parties, (i) Performance Assurance demanded of a Pledging Party on or before the Notification Time on a Local Business Day shall be provided by the close of business on the third Local Business Day thereafter and (ii) Performance Assurance demanded of a Pledging Party after the Notification Time on a Local Business Day shall be provided by the close of business on the fourth Local Business Day thereafter.”
- E. **Paragraph 5. Reduction and Substitution of Performance Assurance.** Amend Paragraph 5 as follows:
- i. Paragraph 5(a) is amended by deleting the parenthetical “(but no more frequently than weekly with respect to Letters of Credit and daily with respect to Cash)” from the first line.
  - ii. The sixth sentence of Paragraph 5(a) is amended by replacing the words “(i) if the Pledging Party’s reduction demand is made on or before the Notification Time on a Business Day,” with the words “(i) if the Pledging Party’s reduction demand is made on or before the Notification Time on a Local Business Day,”.
- F. **Paragraph 6. Administration of Performance Assurance.** Amend Paragraph 6 as follows:
- i. Paragraph 6(a)(ii)(A) is amended by inserting “(other than subparagraph (B) below)” after “the provisions of this Paragraph 6(a)(ii)” in the first line thereof.
  - ii. Paragraph 6(a)(ii)(B) is amended by replacing “Non-Downgraded Party” with “Downgraded Party” in line 11.
  - iii. Paragraph 6(b)(iv) is amended by capitalizing the word “cash” in line ten.
  - iv. Paragraph 6(b)(v) is amended by deleting the parenthetical phrase “(including but not limited to the reasonable costs, expenses, and attorneys’ fees of the Secured Party).”
- G. **Paragraph 7. Exercise of Rights Against Performance Assurance.** Paragraph 7(b) is deleted in its entirety.
- H. **Paragraph 8. Disputed Calculations.** Amend Paragraph 8 as follows:
- i. Paragraph 8(a) is amended by adding in the sixteenth line the phrase “and, provided further that, if no quotations can be obtained, then the Secured Party’s original calculation shall be used” immediately after the words “then that quotation shall be used” and immediately before the “)”.  
ii. Paragraph 8(b) is amended by:
    1. Replacing the term “Secured” with “Pledging” at the end of the 2nd line.
    2. Adding in the sixteenth line the phrase “and, provided further that, if no quotations can be obtained, then the Secured Party’s original calculation shall be used” immediately after the words “then that quotation shall be used” and immediately before the “)”.
- I. **Paragraph 9. Covenants; Representations and Warranties; Miscellaneous.** Section 9(d) is amended by deleting (i) the parenthetical phrase at the end of the first sentence, which reads, “(including, without limitation costs and reasonable fees and disbursements of counsel),” and (ii) the entire second sentence.



J. Schedule 1 to Collateral Annex: Schedule 1 to the Collateral Annex is deleted in its entirety.

IN WITNESS WHEREOF, the Parties have caused this Paragraph 10 to the Collateral Annex to be duly executed as of the Effective Date of the Agreement.

Party A – PACIFICORP

Party B – SOUTHERN CALIFORNIA EDISON COMPANY

By: Stacy Kusters

By: \_\_\_\_\_

Name: STACEY KUSTERS

Name: \_\_\_\_\_

Title: DIRECTOR, Origination

Title: \_\_\_\_\_

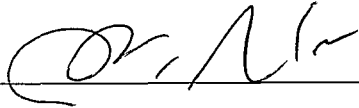
J. Schedule 1 to Collateral Annex: Schedule 1 to the Collateral Annex is deleted in its entirety.

IN WITNESS WHEREOF, the Parties have caused this Paragraph 10 to the Collateral Annex to be duly executed as of the Effective Date of the Agreement.

Party A -- PACIFICORP

Party B -- SOUTHERN CALIFORNIA EDISON COMPANY

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: **Kevin R. Cini**  
**Vice President, ES&M** \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

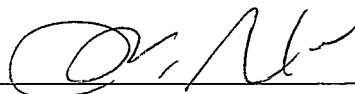
J. Schedule 1 to Collateral Annex: Schedule 1 to the Collateral Annex is deleted in its entirety.

IN WITNESS WHEREOF, the Parties have caused this Paragraph 10 to the Collateral Annex to be duly executed as of the Effective Date of the Agreement.

Party A - PACIFICORP

Party B - SOUTHERN CALIFORNIA EDISON COMPANY

By: \_\_\_\_\_


By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Kevin R. Cini  
Vice President, ES&M

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED  
STEPHEN E. PICKETT  
Sr. Vice President and  
General Counsel  
By:  \_\_\_\_\_  
May 29, Attorney  
20 09