



SOUTHERN CALIFORNIA
EDISON

An *EDISON INTERNATIONAL* Company

RENEWABLE POWER PURCHASE AND SALE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

(RAP ID# 4105, 4106, 4107, 4108)

MWD Agreement #AR1093

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

TABLE OF CONTENTS

PREAMBLE AND RECITALS	1
ARTICLE ONE. SPECIAL CONDITIONS	3
1.01 <u>Generating Facilities</u>	3
1.02 <u>Delivery Term</u>	4
1.03 <u>Energy Price</u>	4
ARTICLE TWO. TERM AND CONDITIONS PRECEDENT; TERMINATION..	5
2.01 <u>Effective Date</u>	5
2.02 <u>Obligations Prior to Commencement of the Delivery Term</u>	5
2.03 <u>Conditions Precedent to Commencement of Delivery Term</u>	5
2.04 <u>Termination Rights of the Parties</u>	6
2.05 <u>Rights and Obligations Surviving Termination</u>	7
ARTICLE THREE. SELLER’S OBLIGATIONS	9
3.01 <u>Conveyance of Entire Output, Conveyance of Green Attributes and Capacity Attributes</u>	9
3.02 <u>Resource Adequacy Benefits</u>	11
3.03 <u>Permits and Interconnection and Transmission Service Agreements</u>	11
3.04 <u>Metering, Communications, and Telemetry</u>	11
3.05 <u>Site Control</u>	13
3.06 <u>Site Location</u>	13
3.07 <u>Design</u>	13
3.08 <u>Operation and Record Keeping</u>	13
3.09 <u>Obtaining Scheduling Coordinator Services</u>	15
3.10 <u>Forecasting</u>	16
3.11 <u>Scheduled Outages</u>	16
3.12 <u>Provision of Information</u>	17

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

3.13	<u>SCE’s Access Rights</u>	17
3.14	<u>Obtaining and Maintaining CEC Certification and Verification</u>	18
3.15	<u>Notice of Cessation or Termination of Service Agreements</u>	18
3.16	<u>CAISO Charges, CAISO Sanctions and SCE Penalties</u>	18
3.17	<u>Hydro Certification</u>	18
3.18	<u>Application of Prevailing Wage</u>	19
ARTICLE FOUR. SCE’S OBLIGATIONS		20
4.01	<u>Obligation to Pay</u>	20
4.02	<u>Payments and Adjustments</u>	20
4.03	<u>Payment Statement and Payment</u>	21
4.04	<u>Scheduling Coordinator</u>	24
4.05	<u>CAISO Charges</u>	25
ARTICLE FIVE. FORCE MAJEURE		26
5.01	<u>No Default for Force Majeure</u>	26
5.02	<u>Requirements Applicable to the Claiming Party</u>	26
5.03	<u>Termination for Force Majeure</u>	27
ARTICLE SIX. EVENTS OF DEFAULT: REMEDIES		28
6.01	<u>Events of Default</u>	28
6.02	<u>Early Termination</u>	31
6.03	<u>Termination Payment</u>	31
ARTICLE SEVEN. LIMITATIONS OF LIABILITIES		33
ARTICLE EIGHT. CREDIT REQUIREMENTS		35
8.01	<u>Financial Information</u>	35
8.02	<u>Credit Covenants</u>	35
ARTICLE NINE. GOVERNMENTAL CHARGES		36

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

9.01	<u>Cooperation to Minimize Tax Liabilities</u>	36
9.02	<u>Governmental Charges</u>	36
9.03	<u>Providing Information to Taxing Authorities</u>	36
ARTICLE TEN. MISCELLANEOUS		37
10.01	<u>Representations and Warranties</u>	37
10.02	<u>Additional Seller Representations, Warranties and Covenants</u>	38
10.03	<u>Indemnity</u>	38
10.04	<u>Assignment</u>	40
10.05	<u>Abandonment</u>	40
10.06	<u>Governing Law</u>	40
10.07	<u>Notices</u>	40
10.08	<u>General</u>	41
10.09	<u>Confidentiality</u>	42
10.10	<u>Insurance</u>	45
10.11	<u>Non-dedication</u>	46
10.12	<u>Mobile Sierra</u>	46
10.13	<u>Simple Interest Payments</u>	46
10.14	<u>Payments</u>	46
10.15	<u>Provisional Relief</u>	46
10.16	<u>Seller Ownership and Control of Generating Facilities</u>	47
10.17	<u>Required Materials</u>	47
10.18	<u>Authorized Representatives</u>	47
ARTICLE ELEVEN. CHANGE IN ELECTRIC MARKET DESIGN		49
ARTICLE TWELVE. DISPUTE RESOLUTION AND MEDIATION.....		50
12.01	<u>Informal Dispute Resolution</u>	50
12.02	<u>Offer of Settlement</u>	50
12.03	<u>Exchange of Offers of Settlement</u>	50

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

12.04	<u>Mediation</u>	50
12.05	<u>Arbitration</u>	50
SIGNATURES		54

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

LIST OF EXHIBITS

- A. Definitions.
- B. Generating Facilities and Site Description.
- C. Notice List.
- D. Forecasting and Scheduling Requirements and Procedures.
- E. Delivery Points.
- F. Time of Delivery Periods and Energy Payment Allocation Factors.
- G. Intentionally Omitted.
- H. CAISO Sanctions.
- I. Intentionally Omitted.
- J. CAISO Requirements and Agreements.
- K. Addition of a Generating Facility Located Outside of the CAISO Grid.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

RENEWABLE POWER PURCHASE AND SALE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

(RAP ID #4105, 4106, 4107, 4108)

PREAMBLE

This Renewable Power Purchase and Sale Agreement, together with the exhibits, and attachments (collectively, the “Agreement”) is made and effective as of the following date: _____ (“Effective Date”).

This Agreement is entered into between:

- (i) **Southern California Edison Company** (“SCE”), a California corporation, whose principal place of business is at 2244 Walnut Grove Avenue, Rosemead, California 91770, and
- (ii) **The Metropolitan Water District of Southern California** (“Seller”), a political subdivision of the State of California, organized and operating pursuant to the Metropolitan Water District Act, Statutes 1969, Chapter 209, as amended, whose principal place of business is at 700 North Alameda Street, Los Angeles, California 90012.

SCE and Seller are sometimes referred to herein individually as a “Party” and jointly as “Parties.” Capitalized terms in this Agreement shall have the meanings set forth in Exhibit A.

RECITALS

SCE and Seller enter into the Amended Agreement with reference to the following facts:

A. On June 23, 1982, Seller and SCE executed the “District-Edison Capacity and Energy Sale Contract,” as amended on March 22, 1983 (“the 1982 Contract”), whereby Seller delivered to SCE energy and capacity generated by nine different small hydroelectric power plants. SCE identified the 1982 Contract as QFID 4005.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

B. The terms and conditions applicable to interconnections for all Generating Facilities subject to this Agreement are set forth in a separate existing agreement between SCE and Seller entitled, "District-Edison Interconnection and Hydroelectric Energy Sale Contract." The District-Edison Interconnection and Hydroelectric Energy Sale Contract, which also addresses the interconnection to SCE's system of generating units that are not the subject of the 1982 Contract, is not being amended or restated herein.

C. On or about February 19, 2003, the Parties entered into the Amended and Restated District-Edison Capacity And Energy Sale Contract ("2003 Agreement") whereby the Parties amended and restated the terms and conditions of the 1982 Contract to: (i) extend its term for five years; (ii) modify, among other things, its pricing, payment and billing provisions in accordance with the terms offered by SCE as part of its renewable procurement obligations under CPUC Decision No. 02-08-071, and (iii) allow Seller to provide firm contract capacity rather than as-available capacity. The 2003 Agreement expires by its terms on October 31, 2008.

D. Seller is willing to continue to sell to SCE all electric energy produced by certain Generating Facilities, together with all Green Attributes, Capacity Attributes and Resource Adequacy Benefits generated thereby, associated therewith or attributable thereto, pursuant to the terms and conditions set forth herein, including recognition of Seller's obligation to use its water distribution system to deliver water to its member public agencies, which obligation has priority over any entitlement granted herein to SCE for the energy produced by the Generating Facilities; and

E. SCE is willing to continue to purchase all electric energy delivered by Seller to SCE generated by such Generating Facilities, together with all such Green Attributes, Capacity Attributes and Resource Adequacy Benefits, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals (incorporated herein by this reference), and the promises and mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

ARTICLE ONE. SPECIAL CONDITIONS

1.01 Generating Facilities.

(a) Name; Location; Capacity; RAP ID:

The renewable power purchased under this Agreement will be produced by the Generating Facilities with the following names, locations, individual generating nameplate capacities and RAP ID numbers.

Name	Location of Site	Nameplate Capacity (MWs)	RAP ID #
Venice Power Plant	3815 Sepulveda Blvd., Culver City, CA 90230	10.12	4105
Temescal Power Plant	Eagle Canyon Rd. and Cajalco, Corona, CA	2.85	4106
Corona Power Plant	Adobe Ave., Corona, CA 91720	2.85	4107
Red Mountain Power Plant	3500 Mission Rd., Fallbrook, CA 92028	5.9	4108

Upon mutual written agreement of the applicable Authorized Representatives, Generating Facilities may be added or subtracted from this list and other listings herein, such as definitions and Exhibit B, or modifications may be made to reflect changed nameplate capacity.

If a Generating Facility is located outside of the CAISO Grid, it should be added in accordance with Exhibit K.

(b) Generating Facility Locations:

Generation Facility descriptions are located in Exhibit B.

(c) Eligible Renewable Energy Resource Type:

Existing conduit hydroelectric facility or its successor description as provided in the California Public Utilities Code.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

(d) Contract Capacity:

Unless modified pursuant to Section 1.01(a), the Contract Capacity under this Agreement shall be 21.72 MW, the aggregate of the generating nameplate capacities of each Generating Facility set forth in Section 1.01(a).

Unless otherwise agreed to in writing by the applicable Authorized Representatives, the Contract Capacity may be increased to a maximum amount of 110 MW.

1.02 Delivery Term.

Deliveries of electric energy under this Agreement shall commence on November 1, 2008 and shall end on October 31, 2023, unless terminated earlier in accordance with the terms set forth herein (“Delivery Term”).

1.03 Energy Price.

The Energy Price for all Generating Facilities located within the CAISO Grid shall be Ninety-Three dollars and 83 cents (\$93.83) per MWh, which is the most recent published CPUC Market Price Referent for a renewable power purchase agreement with a fifteen year term.

If a Generating Facility that is located outside the CAISO Grid is added to this Agreement after the Effective Date, the Energy Price for the added Generating Facility shall be modified in accordance with Exhibit K.

*** *End of ARTICLE ONE* ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE TWO. TERM AND CONDITIONS PRECEDENT; TERMINATION

2.01 Effective Date.

This Agreement shall become effective on the Effective Date.

2.02 Obligations Prior to Commencement of the Delivery Term.

(a) CPUC Filing and Approval of this Agreement.

Within sixty (60) days after the Effective Date, SCE shall file with the CPUC the appropriate request for CPUC Approval.

SCE shall seek such approval expeditiously, including promptly responding to any requests for information related to the request for approval from the CPUC.

Seller shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval.

SCE shall have no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

(b) Seller's Interconnection and Transmission Service Applications.

As referenced in the Recitals, Seller has existing interconnection agreements for the Generating Facilities. Seller shall apply for and exercise diligence in obtaining a FERC-accepted distribution or other service agreement required to transmit electric energy from the Generating Facilities on SCE's electric system to the CAISO Grid.

(c) Transmission Service from Third Parties.

At no expense to Seller, SCE shall procure transmission service from any Transmission Provider other than itself as necessary to permit SCE to Schedule electric energy.

2.03 Conditions Precedent to Commencement of Delivery Term.

(a) Prior to commencement of the Delivery Term:

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (i) SCE shall have obtained or waived CPUC Approval; *provided, however,* that if CPUC Approval is not obtained prior to October 31, 2008, SCE shall be deemed to have waived CPUC Approval for such time until SCE obtains a decision regarding CPUC Approval or two hundred seventy (270) days have passed since SCE filed its request, whichever occurs first.
 - (ii) Seller shall have met all conditions set forth in Section 3.08(b);
 - (iii) Subject to Exhibit J, SCE shall have been authorized by the CAISO to Schedule the electric energy produced by the Generating Facilities with the CAISO as of the first day of the Delivery Term;
 - (iv) The Generating Facilities shall be Operating in parallel with the applicable Transmission Provider's electric systems.
- (b) As of the first day of the Delivery Term, Seller shall Forecast and deliver electric energy to SCE at the Delivery Points.

2.04 Termination Rights of the Parties.

Either Party may exercise a termination right as set forth in Sections 2.04(a) or 2.04(b). If either Party exercises a termination right set forth in Section 2.04(a), the Forward Settlement Amount shall be zero dollars (\$0).

(a) Termination Rights of Both Parties.

(i) Failure to Obtain CPUC Approval.

Either Party shall have the right to terminate this Agreement on Notice, which shall be effective ninety (90) calendar days after such Notice is given, in the event CPUC Approval has not been obtained or waived by SCE in its sole discretion (other than a deemed waiver pursuant to Section 2.03(a)(i)) within two hundred seventy (270) days after SCE files its request for CPUC Approval and a Notice of termination is given on or before the three hundredth (300th) day after SCE files the request for CPUC Approval.

(ii) No Fault Termination.

- (1) Either Party shall have the right to terminate this Agreement on Notice effective no sooner than sixty (60) months (5 years) after the start of the Delivery Term; provided, however, that (i) for a termination to be effective on the fifth anniversary of the start of

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

the Delivery Term, such Notice must be given no later than forty-eight (48) months (4 years) after the start of the Delivery Term, and (ii) for a termination to be effective at any time after the fifth anniversary of the start of the Delivery Term, such Notice must be given at least 24 months in advance of the designated termination date.

(b) Uncured Defaults or Force Majeure.

- (i) Regardless of the exercise of any rights under Section 2.04(a)(ii), upon the occurrence of an Event of Default, the Non-Defaulting Party may terminate this Agreement as set forth in Section 6.02.
- (ii) In the event of Force Majeure which extends for more than three hundred sixty-five (365) consecutive days, either Party may terminate this Agreement as set forth in Section 5.03.

(c) End of Term.

At the end of the Term as set forth in Section 1.02 of this Agreement shall automatically terminate unless earlier terminated as set forth herein.

2.05 Rights and Obligations Surviving Termination.

(a) Survival of Rights and Obligations Generally.

The rights and obligations that are intended to survive a termination of this Agreement are all of those rights and obligations that this Agreement expressly provides shall survive any such termination and those that arise from Seller's or SCE's covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time prior to or as a result of the termination of this Agreement, including, without limitation:

- (i) The obligation to make a Termination Payment under Section 6.03;
- (ii) The indemnity obligations to the extent provided in Section 10.03;
- (iii) The obligation of confidentiality set forth in Section 10.09;
- (iv) The right to pursue remedies under Sections 6.02 and 10.15;
- (v) The right to receive a Termination Payment under Section 6.03;
- (vi) The limitation of damages under Article Seven;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (vii) The obligation of SCE to make payment for Energy Payments for Metered Amounts prior to termination under Section 4.02
 - (viii) The obligation of Seller to make payments for CAISO Sanctions and any SCE Penalties that are attributable to Seller's actions or omissions during the Delivery Term pursuant to Section 3.16 and Exhibit H; and
 - (ix) The covenants and indemnifications regarding the limitations on Seller's and Seller's Affiliates' ability to offer, make or agree to third party sales as set forth in Section 2.05(b).
- (b) Limitations on Seller's Ability to Make or Agree to Third Party Sales from the Generating Facilities after Certain Terminations of this Agreement.

If Seller terminates this Agreement pursuant to Section 5.03 (based upon a Force Majeure as to which Seller is the Claiming Party), neither Seller nor Seller's Affiliates may sell, or enter into an agreement to sell, electric energy, Green Attributes, Capacity Attributes, or Resource Adequacy Benefits, generated by, associated with or attributable to a generating facility installed at the Site to a party other than SCE for a period of two (2) years following the effective date of such termination.

This prohibition on contracting and sale shall not apply if, prior to entering into the contract or making a sale to a party other than SCE, Seller or Seller's Affiliates provide SCE with a written offer to sell the electric energy, Green Attributes, Capacity Attributes and Resource Adequacy Benefits to SCE on terms and conditions materially similar to the terms and conditions contained in this Agreement and SCE fails to accept such offer within forty-five (45) days after SCE's receipt thereof.

Seller shall indemnify and hold SCE harmless from all benefits lost and other damages sustained by SCE as a result of any breach by Seller of its covenants contained within this Section 2.05(b).

*** End of ARTICLE TWO ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE THREE. SELLER'S OBLIGATIONS

3.01 Conveyance of Entire Output, Conveyance of Green Attributes and Capacity Attributes.

- (a) Seller's Water Distribution Obligation. SCE understands and agrees that Seller's obligation to operate and maintain its water distribution system to deliver water to its member agencies in accordance with the practices, methods and acts that would be implemented and followed by prudent operators of water distribution systems with similar generating facilities in the Western United States ("Seller's Water Distribution Obligation") shall have priority over any requirement to generate, or reduce generation of, electric energy at any of the Generating Facilities.
- (b) Metered Amounts. Seller shall convey the entire Metered Amounts during the Delivery Term to SCE. Seller shall convey title to and risk of loss of all Metered Amounts to SCE at the Delivery Points.
- (c) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.
- (d) Other Attributes and Benefits. In addition, Seller shall dedicate and convey any and all Capacity Attributes and Resource Adequacy Benefits generated by, associated with or attributable to the Generating Facilities during the Delivery Term to SCE and SCE shall be given sole title to all such Capacity Attributes and Resource Adequacy Benefits.
- (e) Further Actions. Seller shall, at its own cost, take the following actions as necessary to effectuate the use of the Capacity Attributes, Green Attributes and Resource Adequacy Benefits for SCE's sole benefit throughout the Delivery Term:
 - (i) Cooperating with SCE's efforts to certify, qualify or establish the generating capacity of the Generating Facilities or any unit of generating capacity of the Generating Facilities for SCE's resource adequacy purposes;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (ii) If necessary, testing the Generating Facilities in order to certify the capacity of the Generating Facilities that may be counted for resource adequacy purposes;
 - (iii) Cooperating with SCE's efforts to comply with applicable current and future CAISO Tariff provisions that address resource adequacy, including provisions regarding performance obligations and penalties;
 - (iv) Cooperating with SCE's efforts to comply with Applicable Laws regarding the certification and transfer of Renewable Energy Credits, including participation in the Western Renewable Energy Generation Information System ("WREGIS") or other process recognized under Applicable Laws for the registration, transfer or ownership of Green Attributes associated with the Generating Facilities;
 - (v) Committing to SCE the Metered Amounts of the Generating Facilities; and
 - (vi) Other necessary actions as the applicable Authorized Representatives may agree in writing, which Authorized Representatives shall be designated in accordance with Section 10.18.
- (f) SCE Rights and Obligations. SCE will have the exclusive right, at any time or from time-to-time during the Delivery Term, to sell, assign, convey, transfer, allocate, designate, award, report or otherwise provide any and all such Capacity Attributes, Green Attributes or Resource Adequacy Benefits to third parties; *provided, however*, any such action shall not constitute a transfer of, or a release of SCE of, its obligations under this Agreement.
- SCE shall be responsible for any costs associated with SCE's reporting, accounting for, establishing, or otherwise claiming Green Attributes, Capacity Attributes and Resource Adequacy Benefits.
- (g) Sale of Product. During the Delivery Term, Seller shall not sell the Product (or any portion thereof) to any entity other than SCE, except that in the event of an Extraordinary SCE Force Majeure, Seller may, but shall not be obligated to, sell the electric energy produced by the Generating Facilities to a third party but such third party sales may take place only during the period that SCE is not able to accept Seller's energy.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

3.02 Resource Adequacy Benefits.

Subject to Seller's Water Distribution Obligation, Seller grants, pledges, assigns and otherwise commits to SCE the full Contract Capacity in order to assist SCE in meeting its resource adequacy obligations under any Resource Adequacy Rulings.

Seller also represents, warrants and covenants to SCE that Seller:

- (a) Has not used, granted, pledged, assigned or otherwise committed any portion of the Generating Facilities to meet the resource adequacy requirements of, or to confer Resource Adequacy Benefits upon, any entity other than SCE; and
- (b) Will not during the Delivery Term of this Agreement use, grant, pledge, assign or otherwise commit any portion of the Generating Facilities to meet the resource adequacy requirements of, or to confer Resource Adequacy Benefits upon, any entity other than SCE.

3.03 Permits and Interconnection and Transmission Service Agreements.

- (a) Seller shall be responsible for obtaining and maintaining any and all interconnection agreements and Permits required to effect delivery of the electric energy from each Generating Facility to its respective Delivery Point.

Seller shall also be responsible for entering into and maintaining FERC-accepted wholesale distribution access tariff ("WDAT") service agreements if required to transmit such electric energy from the Generating Facilities located within the CAISO Grid on SCE's electric system to the CAISO Grid.

Once Seller has entered into a WDAT service agreement and SCE, as the Transmission Provider, has obtained FERC acceptance, SCE shall remove such Generating Facilities from its WDAT service agreement.

- (b) Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to the interconnection of the Generating Facilities to the Transmission Providers' electric systems and transmission of electric energy from the Generating Facilities on SCE's electric system to the CAISO Grid.

3.04 Metering, Communications, and Telemetry.

- (a) CAISO Quality Meter and Communications.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Seller shall install, pay for and maintain any meter and related communications equipment required by SCE at each Generating Facility located within SCE's electric system.

Unless otherwise mutually agreed by the applicable Authorized Representatives, such equipment shall include a CAISO Quality Meter and an associated meter modem at each Generating Facility located within SCE's electric system. If a Generating Facility is added that is located outside the CAISO Grid, the meter and related communications equipment required by SCE shall be determined in accordance with Exhibit K.

(b) Access to Meters and Modems.

- (i) As set forth in Section 3.13, Seller shall grant SCE reasonable access to the CAISO Quality Meters and associated modems for meter readings and any purpose necessary to effectuate this Agreement.
- (ii) Seller shall promptly inform SCE of meter quantity changes after becoming aware of, or being informed of, any such changes.

(c) CAISO Quality Meter Maintenance.

- (i) Seller shall test and calibrate the CAISO Quality Meters, as necessary, but in no event shall the period between testing and calibration dates be greater than twenty-four (24) months.
- (ii) Seller shall replace the CAISO Quality Meter batteries at least once every thirty-six (36) months or such shorter period as may be recommended by the battery manufacturer.

Notwithstanding the foregoing, in the event a CAISO Quality Meter battery fails, Seller shall replace such battery within one (1) day after becoming aware of its failure.

- (iii) Seller shall use certified test and calibration technicians to perform any work associated with the CAISO Quality Meter.
- (iv) Seller shall inform SCE of test and calibration dates, provide SCE with access to observe and witness such testing and calibration, and provide SCE certified results of tests and calibrations within thirty (30) days after completion.

(d) CAISO Data Transfers and Communication.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (i) Based on SCE's representation that the CAISO requires the Generating Facilities and meters at each Generating Facility to be included in CAISO agreements, the applicable Authorized Representatives shall mutually agree on required CAISO equipment in accordance with Exhibit J.
- (ii) Seller shall grant SCE access to CAISO OMAR data for purposes of this Agreement. SCE's access to OMAR will provide it with the Metered Amounts for billing purposes under this Agreement.

3.05 Site Control.

- (a) On or before commencement of the Delivery Term and at all times during the Delivery Term, Seller shall have Site Control, which means that with respect to each Generating Facility, Seller shall:
 - (i) Own the Site;
 - (ii) Be the lessee of the Site under a Lease;
 - (iii) Be the holder of a right-of-way grant or similar instrument with respect to the Site; or
 - (iv) Be the managing partner or other person or entity authorized to act in all matters relating to the control and Operation of the Site and the Generating Facility.
- (b) Seller shall provide SCE with prompt Notice of any change in the status of Seller's Site Control.

3.06 Site Location.

This Agreement is Site specific as set forth in Section 1.01(a) and Section 1.01(b).

3.07 Design.

At no cost to SCE, Seller shall be responsible for providing SCE advance Notice at the earliest practicable time of any proposed physical changes in a Generating Facility that would affect the generating unit output, but in no event less than thirty (30) days before the changes are to be made, which such Notice shall include all specifications and drawings pertaining to any such changes and any changes to Exhibit B.

3.08 Operation and Record Keeping.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (a) Seller shall Operate the Generating Facilities in accordance with Prudent Electrical Practices and Seller's Water Distribution Obligation.
- (b) Prior to commencement of the Delivery Term:
 - (i) When necessary, Seller shall take all steps required to ensure that SCE is authorized by the CAISO to Schedule the electric energy produced by the Generating Facilities with the CAISO for the Delivery Term;
 - (ii) Seller shall demonstrate to SCE's reasonable satisfaction that Seller has complied with its obligations with respect to the CAISO Quality Meter as set forth in Section 3.04(a); and
 - (iii) Seller shall have furnished to SCE all insurance documents required under Section 10.10(b).
- (c) Seller shall keep a daily operations log for each Generating Facility that shall include the following information:
 - (i) Circuit breaker trip operations;
 - (ii) Any significant events related to the Operation of the Generating Facility;
 - (iii) Changes in Operating status;
 - (iv) Protective apparatus operations; and
 - (v) Any unusual conditions found during inspections.
- (d) Seller shall keep a maintenance log for each Generating Facility that shall include information on maintenance (both breakdown and preventative) performed, outages, inspections, manufacturer recommended services and replacement, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices.
- (e) Upon Notice from SCE, Seller shall promptly interrupt or curtail the production of the Generating Facilities, consistent with Prudent Electrical Practices and Seller's Water Distribution Obligation, under the following conditions:
 - (i) when the interruption or reduction is necessary to construct, install, maintain, repair, replace, remove, investigate, or inspect any of SCE's equipment or any part of the SCE electric system; or

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (ii) if SCE determines, in its sole judgment, that interruption or reduction is necessary because of an Emergency, Forced Outage, Force Majeure, or compliance with Prudent Electrical Practices; *provided, however*, that SCE shall not interrupt or reduce deliveries pursuant to this Section 3.08(e) solely in order to take advantage, or make purchases, of less expensive energy from another source.

Information maintained pursuant to this Section 3.08 shall be kept for the Delivery Term and shall be provided or made available to SCE within twenty (20) days after any Notice, at SCE's cost.

3.09 Obtaining Scheduling Coordinator Services.

Subject to Exhibit J, Seller shall comply with all applicable CAISO Tariff procedures, protocol, rules and testing as necessary for SCE to submit SC Schedules for the electric energy produced by the Generating Facilities.

(a) SCE as Scheduling Coordinator.

- (i) When necessary, Seller shall take all actions and execute and deliver to SCE and the CAISO all documents necessary to authorize or designate SCE as Seller's Scheduling Coordinator for the Delivery Term.
- (ii) Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator.

(b) Replacement of Scheduling Coordinator.

At least forty-five (45) days prior to the end of the Delivery Term, or as soon as practicable before the date of any termination of this Agreement prior to the end of the Delivery Term, Seller shall take all actions necessary to terminate the designation of SCE as Seller's Scheduling Coordinator if SCE has been Seller's Scheduling Coordinator at any point during the Delivery Term. These actions may include the following:

- (i) Seller shall submit to the CAISO a designation of a new Scheduling Coordinator for Seller to replace SCE;
- (ii) Seller shall cause the newly designated Scheduling Coordinator to submit a letter to the CAISO accepting the designation; and
- (iii) Seller shall inform SCE of the last date on which SCE will be Seller's Scheduling Coordinator.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

3.10 Forecasting.

Seller shall Forecast or cause to be Forecasted electric energy, in MWhs, in accordance with the provisions of Exhibit D.

3.11 Scheduled Outages.

- (a) No later than January 1st, April 1st, July 1st and October 1st of each year during the Delivery Term, and at least sixty (60) days prior to the first day of the Delivery Term, Seller shall submit to SCE its schedule of proposed planned outages (“Outage Schedule”) for the subsequent twelve-month period for each Generating Facility using an SCE-provided web-based system (“Web Client”). Seller shall provide the following information for each proposed planned outage for each Generating Facility:
 - (i) Start date and time;
 - (ii) End date and time; and
 - (iii) Capacity online, in MW, during the planned outage.
- (b) Within twenty (20) Business Days after SCE’s receipt of an Outage Schedule, SCE shall notify Seller in writing of any reasonable request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Electrical Practices and Seller's Water Distribution Obligation, accommodate SCE’s requests regarding the timing of any planned outage.
- (c) Seller shall cooperate with SCE to arrange and coordinate all Outage Schedules, consistent with Prudent Electrical Practices and Seller's Water Distribution Obligation.
- (d) In the event a condition occurs at a Generating Facility that causes Seller to revise its planned outages reported on an Outage Schedule, Seller shall promptly provide Notice to SCE, using the Web Client, of such change (including an estimate of the length of such planned outage) after the condition causing the change becomes known to Seller.
- (e) Seller shall promptly prepare and provide to SCE upon request, using the Web Client, all reports of actual or forecasted outages that SCE may reasonably require for the purpose of enabling SCE to comply with Section 761.3 of the California Public Utilities Code or any Applicable Law mandating the reporting by investor owned utilities of expected or experienced outages by electric energy generating facilities under contract to supply electric energy.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

3.12 Provision of Information.

Seller shall promptly provide to SCE copies of:

- (a) Any reports, studies, or assessments relating to generator output prepared by an independent engineer for Seller's Generating Facilities subsequent to the Effective Date; and
- (b) All Generating Facility and metering information as may be requested by SCE, including the following, at least thirty (30) days prior to the first day of the Delivery Term:

For each CAISO Quality Meter:

- (1) CAISO Quality Meter Device ID;
- (2) Password (if any);
- (3) Data transfer path (e.g., dedicated phone line);
- (4) If a modem, phone number;
- (5) Copy of meter certification; and
- (6) Description of any compensation calculations such as transformer losses and line losses.

For each Generating Facility:

- (1) Utility transmission/distribution one line diagram, subject to confidentiality requirements for critical infrastructures;
- (2) Physical location, address or descriptive identification, subject to confidentiality requirements for critical infrastructures;
- (3) Latitude and longitude, subject to confidentiality requirements for critical infrastructures;
- (4) Telephone number on site;
- (5) Telephone number for operational issues; and
- (6) Telephone number for administrative issues.

3.13 SCE's Access Rights.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Seller shall grant SCE the right of ingress and egress upon reasonable advance Notice to examine the Sites and the Generating Facilities for any purpose reasonably connected with this Agreement or the exercise of any and all rights of SCE under Applicable Law or its tariff schedules and rules on file with the CPUC.

3.14 Obtaining and Maintaining CEC Certification and Verification.

Seller shall take all necessary steps, including making or supporting timely filings with the CEC, to maintain CEC Certification and Verification throughout the Delivery Term.

3.15 Notice of Cessation or Termination of Service Agreements.

Seller shall provide Notice to SCE within one (1) Business Day after termination of, or cessation of service under, any agreement necessary for the interconnection to the Transmission Provider's electric system, for transmission of the electric energy on the Transmission Provider's electric system, for delivering Product to SCE, or for metering the Metered Amounts.

3.16 CAISO Charges, CAISO Sanctions and SCE Penalties.

- (a) Subject to Exhibit J, as of the first day of the Delivery Term and continuing throughout the Delivery Term, Seller shall have no responsibility for CAISO Charges attributable to or assessed for energy Scheduled by SCE or delivered by Seller to SCE.
- (b) After completion of the tasks set forth in Exhibit J, Seller shall be responsible and make payments for all CAISO Sanctions and SCE Penalties attributable to CAISO outage reporting requirements and Seller's failure to supply outage information to SCE as Seller's SC as required by the CAISO Tariff.
- (c) Subject to Exhibit J, if Seller disputes any CAISO Sanction or SCE Penalty, Seller shall provide Notice of such dispute to SCE within five (5) Business Days of becoming aware of such CAISO Sanction or SCE Penalty and SCE shall take action in accordance with Exhibit H, Section 2(b).

3.17 Hydro Certification.

A copy of the certification identified in Public Utilities Code Sections 2821(d)(1) and (e)(1) may be required as evidence of Seller's compliance with Public Utilities Code Section 2821(c) within thirty (30) days of Seller's receipt of such documentation from the State Water Resources Control Board but in no event later than sixty (60) days prior to the Term ("Hydro Certification").

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Notwithstanding the foregoing, Seller hereby represents and warrants that no Hydro Certification is required for the Generating Facilities subject to this Agreement as of the Effective Date because such Generating Facilities were in operation prior to effective dates set forth in the above referenced Public Utilities Code sections. The Generating Facilities were accepted for commercial operation by SCE prior to May 18, 1987.

In the event that any generating facility that is added to this Agreement after the Effective Date requires Hydro Certification, Seller shall provide the Hydro Certification to SCE on or prior to the effective date of the addition of the generating facility to this Agreement.

3.18 Application of Prevailing Wage.

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 399.14, subdivision (h).

*** *End of ARTICLE THREE* ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE FOUR. SCE'S OBLIGATIONS

4.01 Obligation to Pay.

For Seller's *full* compensation under this Agreement, SCE shall make monthly Energy Payments to Seller during the Delivery Term calculated in the manner described in Section 4.02 and Exhibit H.

SCE shall not be obligated to purchase from Seller any Product prior to the commencement of the Delivery Term or any electric energy that is not or cannot be delivered as a result of any circumstance, including:

- (a) An outage of a Generating Facility;
- (b) A Force Majeure under Article Five;
- (c) A reduction or curtailment of deliveries ordered by the CAISO; or
- (d) A reduction or curtailment of deliveries pursuant to the terms of an agreement with a Transmission Provider.

4.02 Payments and Adjustments.

(a) Energy Payment Calculations during the Delivery Term.

SCE shall pay the Generating Facility the Energy Price for Metered Amounts delivered to SCE in accordance with the terms of this Agreement. For the purpose of calculating monthly payments for Product delivered to SCE as of the first day of the Delivery Term ("Energy Payments"), Metered Amounts shall be time-differentiated according to the TOD Periods set forth in Exhibit F and the pricing shall be weighted by the Energy Payment Allocation Factors set forth in Exhibit F.

Monthly Energy Payments shall equal the sum of the TOD Period Energy Payments for all TOD Periods in the month. Each TOD Period Energy Payment shall be calculated pursuant to the following formula, where "n" is the TOD Period being calculated:

$$\text{TOD PERIOD}_n \text{ ENERGY PAYMENT} = A \times B \times C$$

Where:

A = Energy Price specified in Section 1.03 in \$/kWh
(i.e., \$/MWh/1000).

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

B = Energy Payment Allocation Factor, set forth in Exhibit F, for the TOD Period being calculated.

C = The sum of Metered Amounts in all hours for the TOD Period being calculated in kWh.

If the CAISO Quality Meter does not measure, or is not compensated to measure, the energy at the Delivery Point, SCE will apply a line loss factor or transformation loss factor to adjust the Metered Amounts in the above formula.

4.03 Payment Statement and Payment.

- (a) During the Delivery Term, by no later than the first week of each month, SCE shall obtain Metered Amounts for the prior month through the CAISO Quality Meters by obtaining OMAR data from the CAISO after the completion of tasks pursuant to Exhibit J. SCE shall provide to Seller in electronic format the Metered Amounts for each Generating Facility by no later than the tenth (10th) day after the end of each month. SCE shall provide to Seller a preliminary nonbinding payment statement for Seller's review no later than the twentieth (20) day after the end of each month. In the event SCE is unable to obtain Metered Amounts as above due to unexpected failure of communication links, Seller shall obtain Metered Amounts and provide to SCE.
- (b) No later than thirty (30) days after the end of each calendar month (or the last day of the month if the month in which the payment statement is being sent is February), or the last Business Day of the month if such 30th day (or 28th or 29th day for February) is a weekend day or holiday during which:
 - (i) Metered Amounts are obtained by SCE or, provided by Seller in the event of communication failure;
 - (ii) CAISO Sanctions or any SCE Penalties pursuant to Exhibit H are incurred; or
 - (iii) Adjustments for payment errors are made as set forth below;

SCE shall do each of the following:

- (i) Send a statement to Seller showing:
 - (1) The Metered Amounts for each TOD Period during the month for which the payment is being made;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (2) A calculation of the amount payable to Seller for the month pursuant to Section 4.02;
 - (3) The CAISO Sanctions and SCE Penalties pursuant to Exhibit H, which will be available approximately one hundred twenty (120) days following the last day of a calendar month (for electric energy deliveries during that month) or thirty (30) days after the CAISO final settlement data is available to SCE for such deliveries, whichever is sooner; and
 - (4) A calculation of the net amount due Seller; and
- (ii) Send to Seller, via wire transfer to the location as specified in Exhibit C, SCE's payment of said net amount, plus, if such payment is late, a Simple Interest Payment calculated using the Interest Rate and the number of days that such payment is late.
- (c) In the event SCE determines that a calculation of Metered Amounts, CAISO Charges, CAISO Sanctions or SCE Penalties is incorrect as a result of inaccurate meters, the correction of data by the CAISO in OMAR or a recalculation of CAISO Charges or CAISO Sanctions by the CAISO, SCE shall promptly recompute Metered Amounts, CAISO Charges, CAISO Sanctions or SCE Penalties pursuant to Exhibit H for the period of the inaccuracy based upon an adjustment of inaccurate meter readings, correction of data or recalculation of CAISO Charges or CAISO Sanctions in accordance with the CAISO Tariff.

SCE shall also promptly recompute any payment affected by any meter or CAISO Charge, CAISO Sanction or SCE Penalty inaccuracy. Any amount due from SCE to Seller, or Seller to SCE, as the case may be, shall be made as an adjustment to the next monthly payment statement that is calculated after SCE's recomputation using corrected amounts.

In the event that the recomputation results in a net amount owed to SCE after applying any amounts owing to Seller as shown on the next monthly payment statement, any such additional amount still owing to SCE shall be netted against amounts owed to Seller in any subsequent monthly payments to Seller or invoiced to Seller, in which case Seller must pay the amount owing to SCE within thirty (30) days after receipt of such invoice.

At SCE's discretion, SCE may net any remaining amount owed SCE on any subsequent monthly payment statement to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within thirty (30) days after receipt of such invoice.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

SCE may make payment adjustments arising from a recalculation of CAISO Charges, CAISO Sanctions or SCE Penalties or as a result of inaccurate meters after the end of the Delivery Term, *provided that* the Parties shall be deemed to have waived any such payment adjustments which are not communicated as provided in this Section 4.03(c) within twenty-eight (28) months from the end of the Delivery Term.

Adjustment payments for meter inaccuracy shall not bear interest.

(d) Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts owing and unpaid by Seller to SCE under this Agreement.

(e) Waiver.

Except as provided in Section 4.03(c) and as otherwise provided in this Section 4.03(e), if within forty-five (45) days after receipt of SCE's payment statement, Seller does not give Notice to SCE of an error, *then* Seller shall be deemed to have waived any error in SCE's statement, computation and payment, and the statement shall be conclusively deemed correct and complete; *provided, however*, that if an error is identified by Seller as a result of settlement, audit or other information provided to Seller by SCE after the expiration of the original forty-five (45) day period, Seller shall have an additional forty-five (45) days from the date on which Seller receives the information from SCE in which to give Notice to SCE of the error identified by such settlement, audit or other information.

If Seller provides Notice identifying an error in Seller's favor, SCE must state within 45 days after receipt of the Notice whether SCE agrees that the identified error occurred. If SCE agrees, SCE shall reimburse Seller for the amount of the underpayment caused by the error and apply the additional payment to the next monthly payment statement that is calculated.

If Seller provides Notice identifying an error in SCE's favor, SCE must state within 45 days after receipt of the Notice whether SCE agrees that the identified error occurred. If SCE agrees, SCE may net the amount of overpayment caused by the error against amounts otherwise owed to Seller in connection with the next monthly payment statement that is calculated.

Late payments to Seller resulting from SCE's errors, or overpayments to Seller by SCE shall include a Simple Interest Payment calculated using the Interest Rate and the number of days between the date due (or, in the case of

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

overpayments by SCE, commencing five (5) Business Days from the date SCE provides Notice of such overpayments to Seller) and the date paid; *provided, however*, that changes made because of settlement, audit or other information provided by the CAISO and not available to SCE when SCE rendered its original statement shall not bear interest.

In the event that the recomputation results in a net amount still owing to SCE after applying the amounts owed to SCE against any amounts owed to Seller in the payment statement, as described above, then SCE may, in its discretion, either net any remaining amount owed to SCE against amounts owed to Seller in any subsequent monthly payment statement to Seller or invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within thirty (30) days after receipt of such invoice.

(f) Disputes

The Parties shall negotiate in good faith to resolve any disputes regarding claimed errors in a payment statement.

Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through mediation and arbitration as provided in Article Twelve.

4.04 Scheduling Coordinator.

SCE shall act as Scheduling Coordinator for the Generating Facilities in accordance with the CAISO Tariff and Exhibit J to the extent necessary.

(a) Duties as Scheduling Coordinator. In the event that SCE must act as Scheduling Coordinator for one or more Generating Facilities:

- (i) SCE shall submit to the CAISO all notices and updates required under the CAISO Tariff regarding the status of each Generating Facility.
- (ii) In the event SCE believes that any CAISO Sanction is incorrect and disputable under the CAISO Tariff or upon Notice by Seller of any dispute of a CAISO Sanction, SCE shall dispute any such CAISO Sanction in accordance with the procedures set forth under the CAISO Tariff. Seller may participate in any such dispute at Seller's option, in accordance with the procedures set forth under the CAISO Tariff.
- (iii) SCE shall perform other actions as required by the CAISO Tariff.

(b) Termination of Scheduling Coordinator.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

In the event that SCE acts as Seller's Scheduling Coordinator, SCE shall submit a letter to the CAISO identifying the date on which SCE resigns as Seller's Scheduling Coordinator on the first to occur of either:

- (i) Thirty (30) days prior to the end of the Delivery Term; or
- (ii) The date of any early termination of this Agreement.

4.05 CAISO Charges.

SCE shall be responsible for all CAISO Charges during the Delivery Term.

*** *End of ARTICLE FOUR* ***

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE FIVE. FORCE MAJEURE

5.01 No Default for Force Majeure.

Neither Party shall be considered to be in default in the performance of any of its obligations set forth in this Agreement (except for obligations to pay money) when and to the extent failure of performance is caused by Force Majeure.

5.02 Requirements Applicable to the Claiming Party.

If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, that Party (the “Claiming Party”), shall be excused from whatever performance is affected by the Force Majeure to the extent so affected.

In order to be excused from its performance obligations hereunder by reason of Force Majeure:

- (a) The Claiming Party, within fourteen (14) days after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
- (b) As soon as reasonably feasible, but not later than 30 days from the date Force Majeure is claimed to have occurred, the Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

The suspension of the Claiming Party’s performance due to Force Majeure shall be of no greater scope and of no longer duration than is required by the Force Majeure.

In addition, the Claiming Party shall use commercially reasonable and diligent efforts to remedy its inability to perform.

This Section shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Claiming Party, are contrary to its interest.

It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be at the sole discretion of the Claiming Party.

When the Claiming Party is able to resume performance of its obligations under this Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

5.03 Termination for Force Majeure.

Either Party may terminate this Agreement on Notice, which shall be effective five (5) Business Days after such Notice is provided, in the event of Force Majeure which extends for more than three hundred sixty-five (365) consecutive days.

*** End of ARTICLE FIVE ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE SIX. EVENTS OF DEFAULT: REMEDIES

6.01 Events of Default.

An “Event of Default” shall mean, with respect to a Party (a “Defaulting Party”), the occurrence of any of the following:

- (a) With respect to either Party:
 - (i) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature, if:
 - (1) Such misrepresentation or breach of warranty is not remedied within five (5) Business Days after Notice; or
 - (2) Such inaccuracy is not capable of a cure, but the non-breaching Party’s damages resulting from such inaccuracy can reasonably be ascertained and the payment of such damages is not made within ten (10) Business Days after a Notice of such damages is provided by the non-breaching Party to the breaching Party;
 - (ii) Except for an obligation to make payment when due, the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default or to the extent excused by a Force Majeure) if such failure is not remedied within thirty (30) days after Notice of such failure (or such shorter period as may be specified below), which Notice sets forth in reasonable detail the nature of the failure; provided that, if such failure is not reasonably capable of being cured within the thirty (30) day cure period specified above, the Party shall have such additional time (not exceeding an additional one hundred twenty (120) days) as is reasonably necessary to cure such failure, so long as such Party promptly commences and diligently pursues such cure;
 - (iii) A Party fails to make when due any payment required under this Agreement (other than payments disputed in good faith in accordance with the dispute resolution terms of this Agreement) and such failure is not cured within thirty (30) days after Notice of such failure;
 - (iv) The failure of such Party to satisfy the creditworthiness requirements in Article Eight and such failure is not cured within three (3) Business Days after Notice of such failure;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (v) A Party becomes Bankrupt; or
 - (vi) A Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which such Party or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- (b) With respect to Seller:
- (i) Seller does not own a Generating Facility or otherwise have the authority over a Generating Facility as required in Section 3.05(a)(iv);
 - (ii) Seller has not cured a failure with respect to Section 3.05(a) within the earlier of thirty (30) days after providing Notice in accordance with Section 3.05(b) or sixty (60) days after the occurrence of the event which results in such failure;
 - (iii) The Metered Amounts in any one hour interval, in kWh/hr, exceed one hundred fifteen percent (115%) of the Contract Capacity set forth in Section 1.01(d) to this Agreement, (an “Event of Excess Deliveries”), without the prior written consent of SCE, and within ten (10) Business Days after Notice, Seller fails to demonstrate to SCE’s satisfaction that Seller has identified the reason that the Event of Excess Deliveries occurred and that Seller has employed or is employing best efforts to ensure that no additional Events of Excess Deliveries will occur during the Delivery Term;
 - (iv) Seller intentionally or knowingly delivers, or attempts to deliver, at the Delivery Points for sale under this Agreement electric energy that it knew could not be generated by the Generating Facilities;
 - (v) Seller installs Generating Facility Capacity in excess of the Contract Capacity and attempts to sell the output of such excess capacity to SCE, and such Generating Facility Capacity is not removed within five (5) Business Days after Notice from SCE;
 - (vi) Seller removes from the Site equipment upon which the Contract Capacity has been based, except for the purposes of replacement, refurbishment, repair or maintenance, and such equipment is not returned within five (5) Business Days after Notice from SCE;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (vii) A Generating Facility consists of an ERR type(s) different than that specified in Section 1.01(c).
- (viii) A Generating Facility fails to qualify as an ERR;
- (ix) Any electric energy from the Generating Facilities and sold or to be sold to SCE hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;
- (x) A termination of, or cessation of service under, any agreement necessary for:
 - (1) Interconnection of a Generating Facility to the Transmission Provider's electric system if such termination or cessation is caused by any action or omission of Seller;
 - (2) Transmission of the electric energy on the Transmission Provider's electric system if such termination or cessation is caused by any action or omission of Seller; or
 - (3) Metering of the Metered Amounts if such termination or cessation is caused by any action or omission of Seller,and such service is not reinstated, or alternative arrangements implemented, within one hundred twenty (120) days after such termination or cessation;
- (xi) Seller fails to take any actions necessary to dedicate, convey or effectuate the use of any and all Green Attributes, Capacity Attributes and Resource Adequacy Benefits for SCE's sole benefit as specified in Section 3.01;
- (xii) The occurrence and continuation of a default, event of default or other similar condition or event under one or more agreements or instruments relating to indebtedness for borrowed money for the Generating Facilities, which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable; or
- (xiii) Seller fails to provide Hydro Certification in accordance with Section 3.17, if required.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (c) With respect to SCE:
 - (i) SCE fails to perform its Scheduling Coordinator duties, if any, and such failure has a material adverse affect upon Seller's ability to generate or deliver electric energy under this Agreement.

6.02 Early Termination.

- (a) If an Event of Default shall have occurred, there will be no opportunity for cure except as specified in Section 6.01, or as the Parties may otherwise agree.
- (b) The Party taking the default (the "Non-Defaulting Party") shall have the right:
 - (i) To designate by Notice, a day, no earlier than twenty (20) calendar days after the Notice is effective, for the early termination of this Agreement (an "Early Termination Date");
 - (ii) To immediately suspend performance under this Agreement; and
 - (iii) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

6.03 Termination Payment.

As soon as practicable after an Early Termination Date is declared, the Non-Defaulting Party shall provide Notice to the Defaulting Party of the sum of all amounts owed by the Defaulting Party under this Agreement, less any amounts owed by the Non-Defaulting Party to the Defaulting Party (the "Termination Payment").

The Notice shall include a written statement setting forth, in reasonable detail, the calculation of such Termination Payment including the Forward Settlement Amount together with appropriate supporting documentation.

If the Termination Payment is positive, the Defaulting Party shall pay such amount to the Non-Defaulting Party within ten (10) Business Days after the Notice is provided. If the Termination Payment is negative (i.e., the Non-Defaulting Party owes the Defaulting Party more than the Defaulting Party owes the Non-Defaulting Party), *then* the Non-Defaulting Party shall pay such amount to the Defaulting Party within thirty (30) days after the Notice is provided.

The Parties shall negotiate in good faith to resolve any disputes regarding the calculation of the Termination Payment. Any disputes that the Parties are unable to

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

resolve through negotiation may be submitted for resolution through mediation and arbitration as provided in Article Twelve.

**** End of ARTICLE SIX ****

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE SEVEN. LIMITATIONS OF LIABILITIES

EXCEPT AS SET FORTH HEREIN, THERE ARE NO WARRANTIES BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

SUBJECT TO SECTION 10.15, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF SECTION 10.03 (INDEMNITY), NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

**** End of ARTICLE SEVEN ****

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

ARTICLE EIGHT. CREDIT REQUIREMENTS

8.01 Financial Information.

- (a) If requested by one Party, the other Party shall deliver within one hundred-twenty (120) days following the end of each fiscal year, a copy of its annual report containing audited consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year, setting forth in each case in comparative form the figures for the previous year, which in all cases shall be:
 - (i) For the most recent accounting period and prepared in accordance with generally accepted accounting principles; and
 - (ii) Certified in accordance with all applicable laws and regulations, including all applicable Securities and Exchange Commission (“SEC”) rules or regulations, if such Party is an SEC reporting company; or
 - (iii) Certified by an independent auditor as being fairly stated in all material respects if such Party is not an SEC reporting company
- (b) For purposes of the requirement set forth in Section 8.01(a):
 - (i) If a Party’s financial statements are publicly available electronically on the website of such Party or the SEC, then such Party shall be deemed to have met this requirement; and
 - (ii) Should any such financial statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the producing party diligently pursues the preparation, certification and delivery of the statements.

8.02 Credit Covenants.

- (a) Seller shall not create, incur, assume or suffer to be created by it or any subcontractor, employee, laborer, material man, other supplier of goods or services or any other person, any lien on Seller’s interest (or any part thereof) in this Agreement, the Site or the Generating Facility; and
- (b) Seller shall not own, form or acquire, or otherwise conduct any of its electric energy generation activities through, any direct or indirect subsidiary.

*** End of ARTICLE EIGHT ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

ARTICLE NINE. GOVERNMENTAL CHARGES

9.01 Cooperation to Minimize Tax Liabilities.

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

9.02 Governmental Charges.

Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority (“Governmental Charges”) on or with respect to the Metered Amounts (and any contract associated with the Metered Amount) arising prior to and at the Delivery Point, including ad valorem taxes and other taxes attributable to the Generating Facility, land, land rights or interests in land for the Generating Facility.

SCE shall pay or cause to be paid all Governmental Charges on or with respect to the Metered Amounts from the Delivery Point. In the event Seller is required by law or regulation to remit or pay Governmental Charges which are SCE’s responsibility hereunder, SCE shall promptly reimburse Seller for such Governmental Charges.

If SCE is required by law or regulation to remit or pay Governmental Charges which are Seller’s responsibility hereunder, SCE may deduct such amounts from payments to Seller made pursuant to Article Four.

If SCE elects not to deduct such amounts from Seller’s payments, Seller shall promptly reimburse SCE for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which such Party is exempt under the law.

9.03 Providing Information to Taxing Authorities.

Seller or SCE, as necessary, shall provide information concerning the Generating Facility to any requesting taxing authority.

*** End of ARTICLE NINE ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE TEN. MISCELLANEOUS

10.01 Representations and Warranties.

On the Effective Date, each Party represents, warrants and covenants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) Except for CPUC Approval in the case of SCE, it has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (d) This Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;
- (e) There is not pending, or to its knowledge, threatened against it or, in the case of Seller, any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform under this Agreement;
- (f) No Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;
- (g) It is acting for its own account and its decision to enter into this Agreement is based upon its own judgment, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing the merits of and understanding, and understands and accepts the terms, conditions and risks of this Agreement.

It has not relied upon any promises, representations, statements or information of any kind whatsoever that are not contained in this Agreement in deciding to enter into this Agreement;

- (h) It has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of the Product as contemplated in this Agreement; and

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (i) It shall act in good faith in its performance under this Agreement.

10.02 Additional Seller Representations, Warranties and Covenants.

- (a) Seller hereby represents, warrants and covenants to SCE that throughout the Delivery Term:
 - (i) It shall own and Operate the Generating Facilities;
 - (ii) It shall deliver to SCE the Product free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person;
 - (iii) It shall hold the rights to all Green Attributes, Capacity Attributes and Resource Adequacy Benefits, which it has conveyed and has committed to convey to SCE hereunder;
 - (iv) It shall maintain and remain in compliance with all Permits; and
 - (v) It shall have all interconnection agreements necessary to Operate the Generating Facilities and to deliver electric energy from the Generating Facilities to the Delivery Points.
- (b) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

10.03 Indemnity.

- (a) Each Party as indemnitor shall defend, save harmless and indemnify the other Party and the directors, officers, employees, and agents of such other Party against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including attorneys’ fees) for injury or death to persons, including employees of either Party, and physical damage to property including property of either Party

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

arising out of or in connection with the gross negligence or willful misconduct of the indemnitor relating to its obligations under this Agreement.

This indemnity shall apply notwithstanding the active or passive negligence of the indemnitee.

However, neither Party shall be indemnified hereunder for its loss, liability, damage, claim, cost, charge, demand or expense resulting from its sole negligence or willful misconduct.

- (b) Each Party releases and shall defend, save harmless and indemnify the other Party from any and all loss, liability, damage, claim, cost, charge, demand or expense arising out of or in connection with any breach made by the other Party of its representations and warranties in Sections 10.01 and 10.02.
- (c) The provisions of this Section 10.03 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.
- (d) Notwithstanding anything to the contrary in this Agreement, if Seller fails to comply with the provisions of Section 10.10, Seller shall, at its own cost, defend, save harmless and indemnify SCE, its directors, officers, employees, and agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, or expense of any kind or nature (including any direct, indirect, or consequential loss, damage, claim, cost, charge, demand, or expense, including attorneys' fees and other costs of litigation), resulting from injury or death to any person or damage to any property, including the personnel or property of SCE, to the extent that SCE would have been protected had Seller complied with all of the provisions of Section 10.10.

The inclusion of this Section 10.03(d) is not intended to create any express or implied right in Seller to elect not to provide the insurance required under Section 10.10.

- (e) Each Party shall indemnify, defend and hold harmless the other Party against any Governmental Charges for which such Party is responsible under Article Nine.
- (f) Seller shall defend, save harmless and indemnify SCE against any penalty imposed upon SCE as a result of Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 3.01 and 3.02.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (g) All indemnity rights shall survive the termination of this Agreement for twelve (12) months.

10.04 Assignment.

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

10.05 Abandonment.

Seller shall not relinquish its possession and control of the Generating Facilities without the prior written consent of SCE.

For purposes of this Section 10.05, Seller shall have been deemed to relinquish possession of a Generating Facility if Seller has ceased work on such Generating Facility or the Generating Facility has ceased production and delivery of the Product for a consecutive thirty (30) day period and such cessation is not a result of an event of Force Majeure.

10.06 Governing Law.

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

10.07 Notices.

All notices, requests, statements or payments shall be made as specified in Exhibit C.

Notices (other than Forecasting and scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service or facsimile.

Notice provided in accordance with this Section 10.07 shall be deemed given as follows:

- (a) Notice by facsimile or hand delivery shall be deemed given at the close of business on the day actually received, if received during business hours on a

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Business Day, and otherwise shall be deemed given at the close of business on the next Business Day;

- (b) Notice by overnight United States mail or courier service shall be deemed given on the next Business Day after such Notice was sent out; and
- (c) Notice by first class United States mail shall be deemed given two (2) Business Days after the postmarked date.

Notices shall be effective on the date deemed given, unless a different date for the Notice to go into effect is stated in another section of this Agreement.

A Party may change its designated representatives, addresses and other contact information by providing notice of same in accordance herewith.

All notices, requests, statements or payments for the Generating Facility must reference the contract identification (“RAP ID”) number set forth on the title page to this Agreement.

10.08 General.

- (a) This Agreement constitutes the entire agreement between the Parties relating to its subject matter.
- (b) This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- (c) Except to the extent provided for herein, no amendment or modification to this Agreement shall be enforceable unless reduced to a writing signed by all Parties.
- (d) This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).
- (e) Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.
- (f) The term “including” when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.
- (g) The word “or” when used in this Agreement shall include the meaning “and/or” unless the context unambiguously dictates otherwise.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (h) The headings used herein are for convenience and reference purposes only. Words having well-known technical or industry meanings shall have such meanings unless otherwise specifically defined herein.
- (i) Where days are not specifically designated as Business Days, they shall be considered as calendar days.
- (j) This Agreement shall be binding on each Party's successors and permitted assigns.
- (k) No provision of this Agreement is intended to contradict or supersede any applicable agreement covering transmission, distribution, metering, scheduling or interconnection. In the event of an apparent contradiction between this Agreement and any such agreement, the applicable agreement shall control.
- (l) Whenever this Agreement specifically refers to any law, tariff, government department or agency, regional reliability council, Transmission Provider, or credit rating agency, the Parties hereby agree that the reference shall also refer to any successor to such law, tariff or organization.
- (m) SCE has assigned a RAP ID number to this Agreement for tracking purposes only.
- (n) SCE's obligation to take and pay for electric energy produced by the Generating Facilities, together with Green Attributes, Resource Adequacy Benefits and Capacity Attributes associated therewith, shall not be affected by any change to or elimination of the RPS Legislation.
- (o) The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that SCE is, and Seller may be, a "forward contract merchant" within the meaning of the United States Bankruptcy Code.
- (p) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

10.09 Confidentiality.

- (a) Except as provided in this Section 10.09, neither Party shall disclose Confidential Information to a third party. Where disclosure is sought by a third party pursuant to Applicable Law, the party receiving the disclosure request ("Disclosing Party") shall endeavor to provide ten (10) calendar days advance Notice to the other Party and undertake reasonable efforts to limit disclosure of

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Confidential Information. If the other Party timely objects to disclosure of Confidential Information then, to the extent permitted under Applicable Law, the would-be Disclosing Party shall cooperate with the other Party's efforts to prevent disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this confidentiality obligation. In addition, a Disclosing Party may reveal Confidential Information:

- (i) To a Party's employees, Lenders, counsel, accountants, advisors, Affiliates, or investors, in each case who have a need to know such information and have agreed to keep such terms confidential;
- (ii) To SCE's Procurement Review Group, as defined in CPUC Decision 02-08-071, subject to any confidentiality agreements or laws, regulations or regulatory decisions concerning confidentiality which are applicable to SCE's Procurement Review Group;
- (iii) To the CPUC under seal for purposes of review subject to the Disclosing Party's reasonable efforts to obtain confidentiality protection from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection;
- (iv) To the CAISO or as otherwise may reasonably be required in order to participate in any auction, market or other process pertaining to the allocation of priorities or rights related to the transmission of electric energy sold or to be sold to SCE hereunder;
- (v) In order to comply with any Applicable Law or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the Disclosing Party;
- (vi) In order to comply with any applicable regulation, rule, or order of the CPUC, CEC, FERC, any court, administrative agency, legislative body or other tribunal, or any mandatory discovery or data request of a party to any proceeding pending before any of the foregoing;
- (vii) To any governmental body, the CPUC, the CAISO or any local control area or regional authority having jurisdiction in order to support SCE's resource adequacy requirement showings, if applicable; *provided that* SCE shall, to the extent reasonable, use reasonable efforts to limit the ability of any such applicable governmental body, CAISO, local control area or regional authority to further disclose such information;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (viii) As may reasonably be required to participate in the WREGIS or other process recognized under Applicable Laws for the registration, transfer or ownership of Green Attributes associated with the Generating Facilities;
 - (ix) To representatives of a Party's credit ratings agencies:
 - (1) Who have a need to review the terms and conditions of this Agreement for the purpose of assisting the Party in evaluating this Agreement for credit rating purposes and have agreed to keep such information confidential; or
 - (2) With respect to the potential impact of this Agreement on the Party's financial reporting obligations;
 - (x) Disclosure of terms specified in and pursuant to Section 10.09(c);
- (b) Definition and Use.
- (i) "Confidential Information" means (1) all oral or written communications exchanged between the Parties in the negotiation of this Agreement relating to the key terms and conditions hereby including any term sheet or proposal; (2) all spreadsheets and forecasts exchanged between the Parties pursuant to this Agreement; (3) all other written communications exchanged between the Parties pursuant to this Agreement to the extent such written communication is conspicuously and consistently marked as Confidential Information, and is eligible for treatment as Confidential Information under the California Evidence or Government Code; and (4) all oral communications regarding Confidential Information.
 - (ii) Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term "Confidential Information" shall not include:
 - (1) Information which is in the public domain as of the Effective Date of this Agreement or which later comes into the public domain from a source other than from the other Party or its permitted disclosee;
 - (2) Information which SCE or Seller can demonstrate in writing was already known to SCE or Seller prior to the Effective Date;

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (3) Information which comes to SCE or Seller from a bona fide third party source not under an obligation of confidentiality; or
 - (4) Information which is independently developed by SCE or Seller without use of or reference to Confidential Information or information containing Confidential Information.
- (iii) Confidential Information may only be used for the purpose of negotiating, implementing and enforcing this Agreement.
- (c) RPS Confidentiality.

Notwithstanding Section 10.09, at any time on or after the Effective Date, either Party shall be permitted to disclose the following terms with respect to this Agreement:

- (i) Party names;
- (ii) ERR type;
- (iii) Term;
- (iv) City in which Generating Facility is located;
- (v) Delivery Points;
- (vi) Generating Facilities' expected energy deliveries;
- (vii) Forecasted initial operation date; and
- (viii) Contract Capacity.

10.10 Insurance.

- (a) Throughout the Delivery Term, Seller shall obtain and maintain in force as hereinafter provided commercial general liability insurance or a program of self-insurance, including contractual liability coverage, with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence.

The insurance carrier or carriers and form of policy shall be subject to review and approval by SCE, which approval shall not be unreasonably withheld.

- (b) Before commencement of the Delivery Term, as provided in Section 2.03(a), Seller shall furnish to SCE a certificate of insurance, which certificate shall provide that such insurance shall not be terminated nor expire except on thirty

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

(30) calendar days' prior written notice to SCE; and shall be signed by a Responsible Officer.

10.11 Non-dedication.

Notwithstanding any other provisions of this Agreement, neither Party dedicates any of the rights that are or may be derived from this Agreement or any part of its facilities involved in the performance of this Agreement to the public or to the service provided under this Agreement, and such service shall cease upon termination of this Agreement.

10.12 Mobile Sierra.

Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party in seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties.

Further, absent the prior agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party or the FERC acting *sua sponte* shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 US 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 US 348 (1956).

10.13 Simple Interest Payments.

Except as specifically provided in this Agreement, any outstanding and past due amounts owing and unpaid by either Party under the terms of this Agreement shall be eligible to receive a Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.

10.14 Payments.

Payments to be made under this Agreement shall be made by wire transfer.

10.15 Provisional Relief.

The Parties acknowledge and agree that irreparable damage would occur in the event that certain provisions of this Agreement are not performed in accordance with the terms hereof, that money damages would not be a sufficient remedy for any breach of such provisions of this Agreement, and that the Parties shall be entitled, without the

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy for a breach of Section 2.05(b), 3.01, 3.02, 3.05 or 10.09 of this Agreement in any court of competent jurisdiction, notwithstanding the obligation to submit all other disputes (including all claims for monetary damages under this Agreement) to arbitration pursuant to Article Twelve. The Parties further acknowledge and agree that the results of such arbitration may be rendered ineffectual without such provisional relief.

Such a request for provisional relief shall not waive a Party's right to seek other remedies for the breach of the provisions specified above in accordance with Article Twelve, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in this Agreement for such breach of the provision, or if the Agreement does not specify a remedy for such breach, all other remedies available at law or equity to the Parties for such breach.

10.16 Seller Ownership and Control of Generating Facilities.

Seller agrees, that, in accordance with FERC Order No. 697, and upon request of SCE, Seller shall submit a letter of concurrence in support of any affirmative statement by SCE that the contractual arrangement set forth in this Agreement does not transfer "ownership or control of generation capacity" from Seller to SCE as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that the contractual arrangement set forth in this Agreement conveys ownership or control of generation capacity from Seller to SCE.

10.17 Required Materials.

Seller acknowledges and agrees that, notwithstanding anything to the contrary set forth herein, any review, approval, request, or requirement of any Required Material shall mean only that such Required Material is acceptable to SCE solely for SCE's internal purposes and benefit, and shall not in any way be construed to mean that such Required Material is accurate, suitable for its intended purpose, in compliance with any Applicable Law or other requirement, or endorsed for the benefit of any other party, including Seller. Further, Seller acknowledges and agrees that SCE shall have no liability to Seller or any other third party with respect to any Required Material so reviewed, approved, requested or required by SCE or on SCE's behalf.

10.18 Authorized Representatives

The Parties hereby designate their respective Authorized Representatives listed in Exhibit C as the persons authorized to represent such Party in carrying out the

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

implementation and administration of this Agreement as specified herein. Either SCE or Seller may change the designation of any of its Authorized Representatives by Notice in accordance with this Agreement. The Authorized Representatives shall have no authority to amend any provision of this Agreement.

**** End of ARTICLE TEN ****

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE ELEVEN. CHANGE IN ELECTRIC MARKET DESIGN

If a Change in CAISO Tariff renders this Agreement or any terms herein incapable of being performed or administered, *then* either Party, on Notice, may request the other Party to enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Effective Date.

Upon receipt of a Notice requesting negotiations, the Parties shall negotiate in good faith.

If the Parties are unable, within sixty (60) days after the sending of the Notice requesting negotiations, either to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, *then* either Party may submit issues pertaining to changes to this Agreement to mediation and arbitration as provided in Article Twelve.

A change in cost shall not in itself be deemed to render this Agreement or any terms therein incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event.

*** *End of ARTICLE ELEVEN* ***

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

ARTICLE TWELVE. DISPUTE RESOLUTION AND MEDIATION.

12.01 Informal Dispute Resolution.

The Parties agree to make best efforts to settle all disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Agreement or to either Party's performance or failure of performance arising under this Agreement ("Dispute") between the Parties as a matter of normal business.

12.02 Offer of Settlement.

If any Party determines, in its sole discretion, that a Dispute cannot be settled pursuant to Section 12.01, such party shall send a written complaint to the other Party stating such determinations and setting forth a description of the Dispute.

Within twenty (20) calendar days of any Party's receipt of a written complaint from the other Party that the Dispute cannot be settled pursuant to Section 12.01, each Party will prepare and deliver to the other Party a written offer of settlement of the Dispute.

12.03 Exchange of Offers of Settlement.

Each Party will review the other Party's offer of settlement and attempt to settle the Dispute as soon as possible, but in no case later than fifteen (15) calendar days after the exchange of offers pursuant to Section 12.02.

12.04 Mediation.

To the extent the Dispute is not resolved by the Parties pursuant to Section 12.03, the Parties may commence mediation if mutually agreed. If so agreed, the Parties shall select a mediator skilled and experienced in the field pertaining to the Dispute within sixty (60) days from the date the Parties reached agreement to mediate. Each Party shall bear its own costs incurred in the mediation. Costs jointly incurred shall be equally shared. The mediation shall be limited to the issue submitted.

12.05 Arbitration.

Other than requests for provisional relief under Section 10.15, any and all Disputes that the Parties have been unable to resolve by informal methods set forth in Sections 12.01, 12.02, 12.03 and 12.04 after undertaking a good faith effort to do so, may be submitted to final and binding arbitration under the procedures described in this Section 12.05 if the Parties so agree.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

If the Parties agree to binding arbitration, they shall waive any right to appellate relief (such as writs).

Either Party may initiate binding arbitration by providing Notice in accordance with Section 10.07 of a demand for binding arbitration before a single, neutral arbitrator (the "Arbitrator") at any time following the unsuccessful conclusion of the mediation provided for above.

The Parties will cooperate with one another in selecting the Arbitrator within sixty (60) days after Notice of the demand for arbitration and shall further cooperate in scheduling the arbitration to commence no later than one hundred eighty (180) days from the date of Notice of the demand.

If, notwithstanding their good faith efforts, the Parties are unable to agree upon a mutually-acceptable Arbitrator, the Arbitrator shall be appointed as provided for in California Code of Civil Procedure Section 1281.6.

To be qualified as an Arbitrator, each candidate must be a retired judge of a trial court of any state or federal court, or retired justice of any appellate or supreme court.

Unless otherwise agreed to by the Parties, the individual acting as the Mediator shall be disqualified from serving as the Arbitrator in the dispute, although the Arbitrator may be another member of the JAMS panel of neutrals or such other panel of neutrals from which the Parties have agreed to select the Mediator.

Upon the Parties' agreement to submit the Dispute to binding arbitration, such Dispute, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration before the Arbitrator, in accordance with the laws of the State of California, without regard to principles of conflicts of laws.

Except as provided for herein, the arbitration shall be conducted by the Arbitrator in accordance with the rules and procedures for arbitration of complex business disputes for the organization with which the Arbitrator is associated.

Absent the existence of such rules and procedures, the arbitration shall be conducted in accordance with the California Arbitration Act, California Code of Civil Procedure Section 1280 *et seq.* and California procedural law (including the Code of Civil Procedure, Civil Code, Evidence Code and Rules of Court, but excluding local rules).

Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration shall be in Los Angeles County, California.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Also notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, discovery will be limited as follows:

- (a) Before discovery commences, the Parties shall exchange an initial disclosure of all documents and percipient witnesses which they intend to rely upon or use at any arbitration proceeding (except for documents and witnesses to be used solely for impeachment);
- (b) The initial disclosure shall occur within thirty (30) days after the initial conference with the Arbitrator or at such time as the Arbitrator may order;
- (c) Discovery may commence at any time after the Parties' initial disclosure;
- (d) The Parties will not be permitted to propound any interrogatories or requests for admissions;
- (e) Discovery shall be limited to twenty five (25) document requests (with no subparts), three (3) lay witness depositions, and three (3) expert witness depositions (unless the Arbitrator holds otherwise following a showing by the Party seeking the additional documents or depositions that the documents or depositions are critical for a fair resolution of the Dispute or that a Party has improperly withheld documents);
- (f) Each Party is allowed a maximum of three (3) expert witnesses, excluding rebuttal experts;
- (g) Within sixty (60) days after the initial disclosure, or at such other time as the Arbitrator may order, the Parties shall exchange a list of all experts upon which they intend to rely at the arbitration proceeding;
- (h) Within thirty (30) days after the initial expert disclosure, the Parties may designate a maximum of two (2) rebuttal experts;
- (i) Unless the Parties agree otherwise, all direct testimony shall be in form of affidavits or declarations under penalty of perjury; and
- (j) Each Party shall make available for cross examination at the arbitration hearing its witnesses whose direct testimony has been so submitted.

Subject to Article Seven, the Arbitrator shall have the authority to grant any form of equitable or legal relief a Party might recover in a court action. The Parties acknowledge and agree that irreparable damage would occur in the event certain provisions of this Agreement are not performed in accordance with the terms hereof,

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

that money damages would not be a sufficient remedy for any breach of such provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to specific performance, injunctive relief or other equitable relief as a remedy for a breach of Section 2.05(b), 3.01, 3.02, 3.05 or 10.09 of this Agreement.

Judgment on the award may be entered in any court having jurisdiction.

The Arbitrator shall, in any award, allocate all of the costs of the binding arbitration (other than each Party's individual attorneys' fees and costs related to the Party's participation in the arbitration, which fees and costs shall be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail.

Until such award is made, however, the Parties shall share equally in paying the costs of the arbitration.

*** *End of ARTICLE TWELVE* ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date first written:

**THE METROPOLITAN WATER
DISTRICT OF SOUTHERN
CALIFORNIA,**

a political subdivision of the State of California, organized and operating pursuant to the Metropolitan Water District Act, Statutes 1969, Chapter 209, as amended

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

a California corporation.

By:

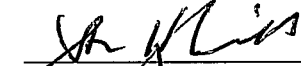


Debra C. Man

*Assistant General Manager and
Chief Operating Officer*

Date: 6/18/08

By:



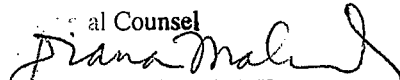
Stuart Hemphill

*Vice President,
Renewable and Alternate Power*

Date: 6/20/08

APPROVED AS TO FORM

John L. Tachiki
General Counsel


By: **DIANA MAHMUD**
Sr Deputy General Counsel

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date first written:

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA,

a political subdivision of the State of California, organized and operating pursuant to the Metropolitan Water District Act, Statutes 1969, Chapter 209, as amended

SOUTHERN CALIFORNIA EDISON COMPANY,

a California corporation.

By:

Debra C. Man

Debra C. Man

Assistant General Manager and Chief Operating Officer

Date:

6/18/08

By:

Stuart Hemphill

Stuart Hemphill

Vice President, Renewable and Alternate Power

Date:

6/20/08

APPROVED AS TO FORM

Karen L. Tachiki

General Counsel

Diana Mahmud

By: **DIANA MAHMUD**
Sr Deputy General Counsel

APPROVED

STEPHEN E. PICKETT

Sr. Vice President and

General Counsel

BY Stephen E. Pickett

Attorney

June 19,

20 08

The contents of this document are subject to restrictions on disclosure as set forth herein.

Signatures

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT A *Definitions*

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT A

Definitions

The following terms shall have the following meaning for purposes of this Agreement.

1. “Affiliate” means, with respect to a Party, any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

For this purpose, “control” means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

2. “Agreement” has the meaning set forth in the Preamble.
3. “Applicable Laws” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Generating Facilities or the terms of this Agreement.
4. “Arbitrator” has the meaning set forth in Article Twelve.
5. “Bankrupt” means with respect to any entity, such entity:
 - a) Files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it;
 - b) Makes an assignment or any general arrangement for the benefit of creditors;
 - c) Otherwise becomes bankrupt or insolvent (however evidenced);
 - d) Has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to such entity or any substantial portion of its property or assets; or
 - e) Is generally unable to pay its debts as they fall due.
6. “Business Day” means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. local time for the Party sending the Notice or payment or performing a specified action.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

7. “Buyer” means Southern California Edison Company.
8. “CAISO” means the California Independent System Operator Corporation or successor entity.
9. “CAISO Charges” or “CAISO Charge” means the debits, costs, penalties and interest that are directly assigned by the CAISO to the CAISO Global Resource ID for any Generating Facility for, or attributable to, scheduling or deliveries from such Generating Facility under this Agreement.
10. “CAISO Declared Over-Generation Condition” means a CAISO declared condition on the CAISO Grid where the sum of the desired generation output of all of the Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.
11. “CAISO Forecasted Over-Generation Condition” means a CAISO forecasted condition on the CAISO Grid where the sum of the desired generation output of all of the Scheduling Coordinators in the Control Area, absent mitigation, would be greater than the system load.
12. “CAISO Global Resource ID” means the number or name assigned by the CAISO to Generating Facility pursuant to a Participating Generator Agreement.
13. “CAISO Grid” means the system of transmission lines and associated facilities and entitlements of the participating transmission owners that have been placed under the CAISO’s operational control.
14. “CAISO Quality Meter” means a CAISO approved revenue quality meter that is certified by the CAISO pursuant to a Meter Service Agreement.
15. “CAISO Sanctions” or “CAISO Sanction” means any sanction directly assigned by the CAISO to the CAISO Global Resource ID for any Generating Facility, or attributable to, scheduling or deliveries from such Generating Facility under this Agreement.
16. “CAISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.
17. “Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- adequacy requirements, attributed to or associated with the Generating Facilities or any unit of generating capacity of the Generating Facilities during the Delivery Term.
18. “CEC” means the California Energy Commission.
 19. “CEC Certification and Verification” means certification by the CEC that each Generating Facility is an ERR for purposes of the RPS Legislation and that all electric energy produced by the Generating Facilities qualifies as generation from an ERR for purposes of the RPS Legislation.
 20. “CFR” means the Code of Federal Regulations, as may be amended from time to time.
 21. “Change in CAISO Tariff” means that, other than changes for Market Redesign and Technology Update being planned as of the Effective Date, the CAISO Tariff has been changed and such change has a material adverse impact on either Party, or the CAISO has been dissolved or replaced and any successor to the CAISO operates under rules, protocols, procedures or standards that differ in a material respect from the CAISO Tariff, after the Effective Date.
 22. “Claiming Party” has the meaning set forth in Section 5.02.
 23. “Claims” means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys’ fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
 24. “Confidential Information” has the meaning set forth in Section 10.09(b)(i).
 25. “Contract Capacity” means the electric energy generating capacity, set forth in Section 1.01(d), that Seller commits to install at the Site, net of Station Use.
 26. “Control Area” means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.
 27. “Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions, legal expenses and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into any new arrangement which replaces this Agreement.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

28. “CPUC” means the California Public Utilities Commission.
29. “CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:
- a) Approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and
 - b) Finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

30. “Credit Rating” means with respect to any entity, on the relevant date of determination, the respective ratings then assigned to such entity’s unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P or Moody’s. If no rating is assigned to such entity’s unsecured, senior long-term debt or deposit obligation by either S&P or Moody’s, *then* “Credit Rating” shall mean the general corporate credit rating or long-term issuer rating assigned by S&P or Moody’s, as the case may be.
31. “Current Invertors” means devices used to convert direct current (“DC”) electric energy to alternating current (“AC”) electric energy.
32. “Defaulting Party” has the meaning set forth in Section 6.01.
33. “Delivery Losses” with respect to a Generating Facility means all electric energy losses occurring between the CAISO Quality Meter and the Delivery Point and electric energy losses to the CAISO Grid as such losses are assigned by the CAISO to the Generating Facility including, if applicable:
- a) If the CAISO Quality Meter is not installed on the high voltage side of the Generating Facility’s substation bus bar, transformer and other electric energy losses occurring between the CAISO Quality Meter and the high voltage side of the Generating Facility’s substation bus bar; and

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- b) Any applicable DLF, or if no DLF is applicable, *then* electric energy losses between the high voltage side of the Generating Facility’s substation bus bar and the CAISO Grid.

- 34. “Delivery Point” with respect to a Generating Facility means the location where the Generating Facility first interconnects with the existing electrical transmission or distribution system, as identified in the table in Exhibit E, which may be modified by the applicable Authorized Representatives as necessary to accommodate changes pursuant to Section 1.01(a).

- 35. “Delivery Term” has the meaning set forth in Section 1.02.

- 36. “Disclosing Party” has the meaning set forth in Section 10.09.

- 37. “Disclosure Order” has the meaning set forth in Section 10.09.

- 38. “Dispute” has the meaning set forth in Article Twelve.

- 39. “DLF” means a number that is a representation for all net electric energy losses or avoided losses as determined by the CPUC associated with the transmission of electric energy through the electric system from the high voltage side of a Generating Facility’s substation bus bar to the interface with the CAISO Grid, also known as the distribution loss factor.

- 40. “Early Termination Date” has the meaning set forth in Section 6.02.

- 41. “Effective Date” has the meaning set forth in the Preamble.

- 42. “Emergency” means:
 - a) An actual or imminent condition or situation which jeopardizes the integrity of Transmission Provider’s electric system or the integrity of any other systems to which the Transmission Provider’s electric system is connected, as determined by the Transmission Provider in its reasonable discretion, or any condition so defined and declared by the CAISO; or

 - b) An emergency condition as defined under an interconnection agreement and any abnormal interconnection or system condition that requires automatic or immediate manual action to prevent or limit loss of load or generation supply, that could adversely affect the reliability of the Transmission Provider’s electric system or generation supply, that could adversely affect the reliability of any interconnected system, or that could otherwise pose a threat to public safety.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

43. “Energy Control Network” means the CAISO infrastructure network (data highway) used by all CAISO participants to exchange data to and from resources and CAISO.
44. “Energy Deviations” means the absolute value of the difference, in kWh, in any Settlement Interval between:
 - a) The Final Hour-Ahead Schedule for the hour of the Settlement Interval divided by the number of Settlement Intervals in the hour; and
 - b) Settlement Amounts for the Settlement Interval.
45. “Energy Forecast(s)” means a nonbinding forecast of Seller’s expected Metered Amounts submitted in accordance with Exhibit D.
46. “Energy Payment” has the meaning set forth in Section 4.02(a).
47. “Energy Payment Allocation Factor” has the meaning set forth in Exhibit F.
48. “Energy Price” means the energy price set forth in Section 1.03.
49. “Equitable Defense” means any bankruptcy, insolvency, reorganization and other laws affecting creditors’ rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.
50. “ERR” has the meaning set forth in Section 10.02(b).
51. “Event of Default” has the meaning set forth in Section 6.01.
52. “Event of Excess Deliveries” has the meaning set forth in Section 6.01(b)(iii).
53. “Extraordinary SCE Force Majeure” means a Force Majeure as to which SCE is the Claiming Party that results in SCE not accepting or Scheduling electric energy for more than ten (10) consecutive days during which Seller was prepared and able to deliver the Metered Amounts at the Delivery Point.
54. “Federal Funds Effective Rate” means the annual interest rate posted opposite the caption “Federal Funds (effective)” as set forth in the weekly statistical release as H.15(519), or any successor publication, published by the Board of Governors of the Federal Reserve System.
55. “FERC” means the Federal Energy Regulatory Commission.
56. “Final Hour-Ahead Schedule” has the meaning as set forth in the CAISO Tariff.
57. “Final Schedule” has the meaning as set forth in the CAISO Tariff.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

58. “Forced Outage” means any outage of a Generating Facility or Seller’s interconnection facilities resulting from a design defect, inadequate construction, operator error, or breakdown of the mechanical or electrical equipment that fully or partially curtails the electrical output of the Generating Facility.
59. “Force Majeure” means any occurrence that was not anticipated as of the Effective Date that:
- a) In whole or in part:
 - i) Delays a Party’s performance under this Agreement;
 - ii) Causes a Party to be unable to perform its obligations; or
 - iii) Prevents a Party from complying with or satisfying the conditions of this Agreement;
 - b) Is not within the control of that Party; and
 - c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any Governmental Authority, or curtailment or reduction in deliveries at the direction of a Transmission Provider or the CAISO (except as set forth below) *provided that*, the basis of such curtailment or reduction is not an event caused by Seller.
- Force Majeure does not include:
- d) The lack of wind, sun or other fuel source of an inherently intermittent nature;
 - e) Reductions in generation from a Generating Facility resulting from ordinary wear and tear, deferred maintenance or operator error; or
 - f) Curtailment or reduction in deliveries at the direction of a Transmission Provider or the CAISO when the basis of the curtailment or reduction in deliveries ordered by a Transmission Provider or the CAISO is congestion arising in the ordinary course of operations of the Transmission Provider’s system or the CAISO Grid, including congestion caused by outages or capacity reductions for maintenance, construction or repair.
60. “Forecast” or “Forecasting” means the action of Seller in preparing and submitting the Energy Forecast(s) to SCE in accordance with Exhibit D.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

61. “Forward Settlement Amount” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other.

If the Non-Defaulting Party’s Costs and Losses exceed its Gains, *then* the Forward Settlement Amount shall be an amount owing to the Non-Defaulting Party.

If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Forward Settlement Amount shall be zero dollars (\$0).

The Forward Settlement Amount shall not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

62. “GAAP” means generally accepted accounting principles.

63. “Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Delivery Term of this Agreement, determined in a commercially reasonable manner.

Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term of this Agreement, and shall include the value of Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third party information to determine the gain of economic benefits, *then* the Non-Defaulting Party may use information available to it internally suitable for such purpose in accordance with prudent industry practices.

64. “Generating Facility” or “Generating Facilities” has the meaning set forth in Section 1.01 and Exhibit B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at such facility or facilities, excluding the Site(s), land rights and interests in land.
65. “Generation Operations Center” or “GOC” means the location of SCE’s real time operations personnel.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

66. “GMM(s)” means the generation meter multipliers as determined by the CAISO representing the calculation of all electrical losses assigned to a Generating Facility associated with the transmission of electric energy delivered by the Generating Facility over the CAISO Grid. As of the Effective Date, such values are posted by the CAISO on its website. The values used in this Agreement shall be those appearing on the CAISO website on the third (3rd) Business Day of the calendar month following the month for which such values are being applied.
67. “Governmental Authority” means:
- a) Any federal, state, local, municipal or other government;
 - b) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or
 - c) Any court or governmental tribunal.
68. “Governmental Charges” has the meaning as set forth in Section 9.02.
69. “Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as:
- (1) Any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
 - (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;
 - (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do *not* include:

- i) Any energy, capacity, reliability or other power attributes from the Project,
- ii) Production tax credits associated with the construction or Operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

70. “Hydro Certification” has the meaning set forth in Section 3.17.
71. “Interconnection Study” means any of the following studies as may be defined in the CAISO Tariff or the Transmission Provider’s tariff, as applicable:
 - a) An interconnection feasibility study;
 - b) An interconnection system impact study; or
 - c) An interconnection facilities study.
72. “Interest Rate” means an annual rate equal to:

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- a) The rate published in The Wall Street Journal as the “Prime Rate” (or, if more than one rate is published, the arithmetic mean of such rates) as of the date payment is due; plus
 - b) Two percentage points (2%);
- provided, however, that in no event shall the Interest Rate exceed the maximum interest rate permitted by Applicable Laws.*
- 73. “JAMS” has the meaning set forth in Article Twelve.
 - 74. “kW” means a kilowatt of electric energy generating capacity.
 - 75. “kWh” means a kilowatt-hour of electric energy.
 - 76. “Lease” with respect to a Site means one or more agreements whereby Seller leases the Site (described in Section 1.01(b) and Exhibit B) from third parties, the term of which lease begins on or before the commencement of the Delivery Term and extends at least through the last day of the Delivery Term.
 - 77. “Lender” means any financial institution(s) or successor(s) in interest or assignees that provide(s) development, bridge, construction, permanent debt or tax equity financing or refinancing for any Generating Facility to Seller.
 - 78. “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 location specified in the address for notice provided by the recipient, except for the Friday immediately following the U.S. Thanksgiving holiday or a Federal Reserve Bank holiday.
 - 79. “Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Delivery Term of this Agreement, determined in a commercially reasonable manner.

Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term of this

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

Agreement and shall include the value of Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

Only if the Non-Defaulting Party is unable, after using commercially reasonable efforts, to obtain third party information to determine the loss of economic benefits, *then* the Non-Defaulting Party may use information available to it internally suitable for such purpose in accordance with prudent industry practices.

80. “Market Price” means the CAISO Real-Time Price for uninstructed deviations or any successor price for short term imbalance electric energy, as such price or successor price is defined in the CAISO Tariff Appendix A, that would apply to a Generating Facility, which values are, as of the Effective Date, posted by the CAISO on its website.

The values used in this Agreement will be those appearing on the CAISO website on the third (3rd) Business Day of the calendar month following the month for which such prices are being applied.

81. “Mediator” has the meaning set forth in Article Twelve.
82. “Metered Amounts” means the electric energy produced by the Generating Facility and expressed in kWh, as measured by the CAISO Quality Meter.
83. “Meter Service Agreement” has the meaning set forth in the CAISO Tariff.
84. “Moody’s” means Moody’s Investor Services, Inc.
85. “MW” means a megawatt (or 1,000 kilowatts) of electric energy generating capacity.
86. “MWh” means a megawatt-hour (or 1,000 kilowatt-hours) of electric energy.
87. “Non-Defaulting Party” has the meaning set forth in Section 6.02.
88. “Notice” means notices, requests, statements or payments provided in accordance with Section 10.07 and Exhibit C.
89. “OMAR” means the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of settlement quality meter data or its successor.
90. “Operate,” “Operating” or “Operation” means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating the Generating Facility in

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

accordance with Prudent Electrical Practices and Seller's Water Distribution Obligation.

91. "Outage Schedule" has the meaning set forth in Section 3.11(a).
92. "Participating Generator Agreement" has the meaning set forth in the CAISO Tariff.
93. "Party" or "Parties" have the meaning set forth in the Preamble.
94. "Permits" means all applications, approvals, authorizations, consents, filings, licenses, orders, permits or similar requirements imposed by any Governmental Authority, or the CAISO in order to develop, construct, operate, maintain, improve, refurbish and retire the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to SCE.
95. "Permit Approval" means approval, by the relevant regulatory agencies, of all Permits required to develop, construct and operate the Generating Facility or to Forecast or deliver the electric energy produced by the Generating Facility to SCE. Permit Approval with respect to any Permit shall be deemed obtained upon the issuance of such Permit, and shall not be invalidated by pendency of appeal or other opposition.
96. "Product" means:
 - a) All electric energy produced by the Generating Facility, net of Station Use and Delivery Losses; and
 - b) All Green Attributes, Capacity Attributes, and Resource Adequacy Benefits generated by, associated with or attributable to the Generating Facility.
97. "Project" means the Generating Facilities.
98. "Prudent Electrical Practices" means those practices, methods and acts that would be implemented and followed by prudent operators of electric energy generating facilities in the Western United States, similar to the Generating Facility, during the relevant time period, which practices, methods and acts, in the exercise of prudent and responsible professional judgment in the light of the facts known at the time the decision was made, could reasonably have been expected to accomplish the desired result consistent with good business practices, reliability and safety.

Prudent Electrical Practices shall include, at a minimum, those professionally responsible practices, methods and acts described in the preceding sentence that comply with manufacturers' warranties, restrictions in this Agreement, and the

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

requirements of Governmental Authorities, WECC standards, the CAISO and Applicable Laws.

Prudent Electrical Practices shall also include taking reasonable steps to ensure that:

- a) Equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Generating Facility's needs;
 - b) Sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Generating Facility properly and efficiently, and are capable of responding to reasonably foreseeable emergency conditions at the Generating Facility and Emergencies whether caused by events on or off the Site;
 - c) Preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long term and safe operation of the Generating Facility, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment and tools;
 - d) Appropriate monitoring and testing are performed to ensure equipment is functioning as designed;
 - e) Equipment is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the Transmission Provider's electric system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt ampere reactive (VAR) loading, frequency, rotational speed, polarity, synchronization, and control system limits; and
 - f) Equipment and components designed and manufactured to meet or exceed the standard of durability that is generally used for electric energy generating facilities operating in the Western United States and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Site and under both normal and emergency conditions.
99. "Qualified Amounts" means the Metered Amounts, expressed in kWh, that qualify as eligible renewable energy for purposes of the RPS Legislation.
100. "RAP ID" has the meaning set forth in Section 10.07.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

101. “Renewable Energy Credit” has the meaning set forth in Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Applicable Law.
102. “Required Material” means any permit, license, application, certification, design, specification, program, agreement, instrument, equipment, device, mechanism, or any other item in connection with the Generating Facilities to be reviewed or approved by SCE or on SCE's behalf, or requested or required of Seller by SCE or on SCE’s behalf, under this Agreement.
103. “Resource Adequacy Benefits” means the rights and privileges attached to the Generating Facilities that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facilities.
104. “Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-024, 06-07-031 and any subsequent CPUC ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, as such CPUC decisions, rulings, laws, rules or regulations may be amended or modified from time-to-time during the Delivery Term.
105. “Responsible Officer” means the chief financial officer, treasurer or any assistant treasurer of a Party or its Guarantor or any employee of a Party or its Guarantor designated by any of the foregoing.
106. “RPS Legislation” means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, et seq.
107. “S&P” means the Standard & Poor’s Rating Group.
108. “SC Schedules” means the amounts initially submitted by SCE, as Scheduling Coordinator, of expected electric energy deliveries to SCE in each hour.
109. “SCE” has the meaning set forth in the Preamble.
110. “SCE Penalty” or “SCE Penalties” means the amount charged to Seller by SCE, in accordance with Exhibit H, for hours in a calendar month when Seller does not provide information as set forth in Section 3.16(c).
111. “SCE’s Projected Energy Forecast” has the meaning set forth in Exhibit D.

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

112. “Schedule,” “Scheduled” or “Scheduling” means SCE’s use of the generation output to serve its load or its submission of SC Schedules to the CAISO and receiving the Final Schedules from the CAISO, subject to Exhibit J.
113. “Scheduling Coordinator” or “SC” means an entity certified by the CAISO for the purposes of undertaking the functions specified by CAISO Tariff Section 2.2.6, as amended by FERC from time-to-time.
114. “SEC” has the meaning set forth in Section 8.01(a).
115. “Seller” has the meaning set forth in the Preamble.
116. “Seller’s Actual Revenue” has the meaning set forth in Exhibit P.
117. “Seller’s Adjusted Revenue” has the meaning set forth in Exhibit P.
118. “Seller’s Transmission Consultant” means an independent consultant selected by Seller to analyze the scope of congestion or curtailments that may be experienced by the Generating Facilities during the Delivery Term, or transmission upgrades that may be required to mitigate congestion or curtailments.
119. Seller’s Water Distribution Obligation has the meaning set forth in Section 3.01(a).
120. “Settlement Amounts” means the Metered Amounts adjusted by Delivery Losses.
121. “Settlement Interval” means any one of the six ten (10) minute time intervals beginning on any hour and ending on the next hour (e.g. 12:00 to 12:10, 12:10 to 12:20, etc.).
122. “Simple Interest Payment” means a dollar amount calculated by multiplying the:
 - a) Dollar amount on which the Simple Interest Payment is based; times
 - b) Federal Funds Effective Rate or Interest Rate as applicable; times
 - c) The result of dividing the number of days in the calculation period by 360.
123. “Site” with respect to a Generating Facility means the real property on which the Generating Facility is located, as further described in Section 1.01(b) and Exhibit B or as adjusted in accordance with Section 3.06.
124. “Site Control” has the meaning set forth in Section 3.05(a).
125. “Station Use” with respect to a Generating Facility means the electric energy produced by the Generating Facility that is either:

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- a) Used within the Generating Facility to power the lights, motors, control systems and other electrical loads that are necessary for Operation; or
 - b) Consumed within the Generating Facility's electric energy distribution system as losses.
126. "Termination Payment" has the meaning set forth in Section 6.03.
127. "TOD Period(s)" means the time of delivery period(s) set forth in Exhibit F.
128. "TOD Period Energy Payment" means a portion of an Energy Payment based upon the time of delivery of Product and calculated in accordance with the formula set forth in Section 4.02(a).
129. "Transmission Provider" means any entity or entities responsible for the interconnection of the Generating Facilities with its respective electric system or transmitting the Metered Amounts on behalf of Seller from the Generating Facilities to the CAISO Grid.
130. "WECC" means the Western Electricity Coordinating Council, the regional reliability council for the Western United States, Northwestern Mexico and Southwestern Canada.
131. "Web Client" shall have the meaning set forth in Section 3.11(a).
132. "WREGIS" has the meaning set forth in Section 3.01(e)(iv).

*** End of EXHIBIT A ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

EXHIBIT B

Generating Facilities and Site Description

CONTAINS CONFIDENTIAL CRITICAL INFRASTRUCTURE INFORMATION

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT B

Generating Facilities and Site Description

1. Generating Facilities Description.

Contains Confidential Critical Infrastructure Information

2. Site Description.

Contains Confidential Critical Infrastructure Information

*** End of EXHIBIT B ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT C *Notice List*

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT C

Notice List

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Seller”)	SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”)
All Notices are deemed provided in accordance with Section 10.07 if made to the address and facsimile numbers provided below:	Unless otherwise specified, all Notices are deemed provided in accordance with Section 10.07 if made to the Contract Sponsor at the address or facsimile number provided below:
Authorized Representative: Attn: Manager, Operations Planning Power Resources Jon Lambeck Street: 700 North Alameda Street City: Los Angeles, CA 90012 or P.O. Box 54153 City: Los Angeles, CA 90054-0153 Phone: (213) 217-7381 Facsimile (213) 830-4529 Email: jlambeck@mwdh2o.com	Corporate Sponsor: Attn: Vice President, Renewable and Alternative Power Street: 2244 Walnut Grove Avenue City: Rosemead, California 91770 Phone: (626) 302-1212 Facsimile: (626) 302-1103 Authorized Representatives: 1) Sections 1.01 and Exhibit J: Stuart R. Hemphill 2) Sections 3.01(e), 3.04 and 10.11 and Exhibit K: Contract Manager
Reference Numbers: Duns: 06-384-2975 Federal Tax ID Number: 95-6002071	Reference Numbers: Duns: 006908818 Federal Tax ID Number: 95-1240335
Contract Manager: Attn: Ann Finley or Ernest Hahn Phone: (213) 217-7136 or (213) 217-7185 Facsimile: (213) 830-4550 Email: afinley@mwdh2o.com or ehahn@mwdh2o.com	Contract Administration: Attn: Drew Brabb Phone: (626) 302-2498 Facsimile: (626) 302-9662

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (“Seller”)	SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”)
Weekly Forecasting: Attn: Eagle Rock Operations Control Center Phone: (626) 844-5610 Facsimile: (626) 844-5605 Email: OCC-EagleRock@mwdh2o.com	Generation Operations Center: Phone: (626) 307-4453 or (626) 307-4410
Day-Ahead Forecasting: Attn: Power Resource Unit Phone: (213) 217-6673 or (213) 217-6602 Facsimile: (213) 830-4525 Email: powerprescheduling@mwdh2o.com	
Real-Time Forecasting: Attn: Eagle Rock Operations Control Center Phone: (626) 844-5610 Facsimile: (626) 844-5605 Email: OCC-EagleRock@mwdh2o.com	Real-Time Scheduling: <u>Manager.</u> Attn: Manager of Real-Time Operations Phone: (626) 302-3308 Facsimile: (626) 307-4416 <u>Operations Desk.</u> Phone: (626) 307-4453 Back-up: (626) 307-4410 Fax: (626) 307-4416 Email: RealTime@SCE.com
Payment Statements: Attn: Hamid Esfahani Phone: (213) 217-6068 Facsimile: (213) 830-4525 Email: hesfahani@mwdh2o.com	Payment Statements: Attn: SCS Payments Phone: (626) 302-9272 Facsimile: (626) 302-6524 Email: ContractSettlements@SCE.com
CAISO Charges and CAISO Sanctions: Attn: Hamid Esfahani Phone: (213) 217-6068 Facsimile: (213) 830-4525 Email: hesfahani@mwdh2o.com	CAISO Charges, CAISO Sanctions and SCE Penalties: Attn: SCS Payments Phone: (626) 302-9272 Facsimile: (626) 302-6524 Email: ContractSettlements@SCE.com

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

<p>METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA ("Seller")</p>	<p>SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")</p>
<p>Payments: Attn: Hamid Esfahani Phone: (213) 217-6068 Facsimile: (213) 830-4525 Email: hesfahani@mwdh2o.com</p>	<p>Payments: Attn: SCS Payments Phone: (626) 302-9272 Facsimile: (626) 302-6524 Email: ContractSettlements@SCE.com</p>
<p>Wire Transfer: BNK: Bank of America Los Angeles Regional Commercial Banking Office 525 South Flower Street Los Angeles, CA 90071 ABA: [REDACTED] ACCT: [REDACTED]</p>	<p>Wire Transfer: BNK: JP Morgan Chase Bank ABA: [REDACTED] ACCT: [REDACTED]</p>
<p>Credit and Collections: Attn: Hamid Esfahani Phone: (213) 217-6068 Facsimile: (213) 830-4525 Email: hesfahani@mwdh2o.com</p>	<p>Manager of Credit : Attn: Manager of Credit Phone: (626) 302-1129 Facsimile: (626) 302-2517</p>
<p>With additional Notices of an Event of Default or Potential Event of Default to: Attn: MWD Legal Department Phone: (213) 217-8158 Facsimile: (213) 217-6890 Email: dmahmud@mwdh2o.com cdunn@mwdh2o.com</p>	<p>With additional Notices of an Event of Default or Potential Event of Default to: Attn: Manager SCE Law Department Power Procurement Section Phone: (626) 302-1212 Facsimile: (626) 302-1904</p>
<p>Guarantor: N/A Attn: Phone: Facsimile: Email:</p>	

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA ("Seller")	SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")
Lender: N/A Attn: Phone: Facsimile: Email:	

*** End of EXHIBIT C **

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT D

Forecasting and Scheduling Requirements and Procedures

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

EXHIBIT D

Forecasting and Scheduling Requirements and Procedures

1. Introduction.

The Parties shall abide by the Forecasting and Scheduling requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time-to-time, as necessary to:

- (a) Comply with CAISO Tariff changes;
- (b) Accommodate changes to their respective generation technology and organizational structure; and
- (c) Address changes in the operating and Scheduling procedures of both SCE and the CAISO, including but not limited to, automated forecast and outage submissions.

2. Seller's Forecasting Requirements.

Seller must meet all of the following requirements for Forecasting as specified below.

- (a) Commencing on or before 5:00 p.m. PPT of the Wednesday prior to the first day of the Delivery Term and on or before 5:00 p.m. PPT every Wednesday thereafter until the end of the Delivery Term, Seller shall update the Energy Forecast for the seven (7) day period commencing on the Sunday following the weekly Wednesday Energy Forecast update submission. Seller shall use the Web Client, if available, to supply this weekly update or, if the Web Client is not available Seller shall provide SCE with the weekly Energy Forecast update by telephoning SCE's Generation Operations Center, at the telephone number(s) listed in Exhibit C.
- (b) The Energy Forecast, and any updated Energy Forecasts provided pursuant to this Section 2, shall:
 - (i) Represent the availability of each Generating Facility;
 - (ii) Not include any anticipated or expected electric energy losses between the CAISO Quality Meter and the Delivery Point; and
 - (iii) Subject to Section 3.01(a), Seller will limit hour-to-hour forecast changes to no less than two hundred fifty (250) kWh during any period

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

when the Web Client is unavailable. Seller shall have no restriction on hour-to-hour forecast changes when the Web Client is available.

- (c) If Seller learns of any change in the total generation capacity of the Generating Facility for a period covered by the most recent Energy Forecast update resulting from any cause, including an unplanned outage, prior to the time that the next weekly update of the Energy Forecast is due, Seller shall provide an updated Energy Forecast to SCE. This updated Energy Forecast must be submitted to SCE by no later than:
- (i) 5:30 am PPT on the day prior to any day impacted by the change, if the change is known to Seller at that time;
 - (ii) If the change is not known to Seller by the timeframe indicated in (i) above, no later than twenty (20) minutes after the discovery of the event which caused the Energy Forecast change.

Seller's updated Energy Forecast must contain the following information:

- (iii) The beginning date and time of the event resulting in the availability change;
- (iv) The expected ending date and time of the event;
- (v) The expected generation, in MW; and
- (vi) Any other information required by the CAISO as communicated to Seller by SCE.

3. SCE's Scheduling Responsibilities.

If required pursuant to the CAISO Tariff and subject to Exhibit J, SCE shall be responsible for the following:

- (a) Adjustment of the Energy Forecasts, or the last Energy Forecast update submitted to SCE pursuant to Item 2, for forecasted electric energy line losses to reflect Seller's self-provision of those losses and the amount of electric energy Seller expects to deliver to the Delivery Point in any given hour;
- (b) Submission of SC Schedules to the CAISO; and
- (c) Receipt of notification of the Final Schedules from the CAISO.

*** End of EXHIBIT D ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT E

Delivery Points

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT E

Delivery Points

Name of Generating Facility	Delivery Point
Venice Power Plant	High voltage bus bars of the plant. On the La Cienega/Beverly/Colorado 66 kV line.
Temescal Power Plant	High voltage bus bars of the plant. On the Owens/Anzar 33 kV line.
Corona Power Plant	High voltage bus bars of the plant. On the Onboard 12 kV line.
Red Mountain Power Plant	High voltage bus bar to the plant. On the Pala 12 kV line out of the Moraga Substation.

*** End of EXHIBIT E ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT F

*Time of Delivery Periods
and
Energy Payment Allocation Factors*

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT F

Time of Delivery Periods and Energy Payment Allocation Factors

<u>Time of Delivery Periods (“TOD Periods”)</u>			
<i>TOD Period</i>	<i>Summer Jun 1st – Sep 30th</i>	<i>Winter Oct 1st – May 31st</i>	<i>Applicable Days</i>
On-Peak	Noon – 6:00 p m.	Not Applicable.	Weekdays except Holidays.
Mid-Peak	8:00 a m. – Noon	8:00 a m. - 9:00 p m.	Weekdays except Holidays.
	6:00 p.m. – 11:00 p m.		Weekdays except Holidays.
Off-Peak	11:00 p.m. – 8:00 a.m.	6:00 a m. – 8:00 a m.	Weekdays except Holidays.
		9:00 p.m. – Midnight	Weekdays except Holidays.
	Midnight – Midnight	6:00 a m. – Midnight	Weekends and Holidays
Super-Off-Peak	Not Applicable.	Midnight – 6:00 a m.	Weekdays, Weekends and Holidays

<u>Energy Payment Allocation Factors</u>			
<i>Season</i>	<i>TOD Period</i>	<i>Calculation Method</i>	<i>Energy Payment Allocation Factor</i>
Summer	On-Peak	Fixed Value.	3.28
	Mid-Peak	Fixed Value.	1.28
	Off-Peak	Fixed Value.	0.67
Winter	Mid-Peak	Fixed Value.	1.02
	Off-Peak	Fixed Value.	0.82
	Super-Off-Peak	Fixed Value.	0.65

“Holiday” is defined as New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

When any Holiday falls on a Sunday, the following Monday will be recognized as a Holiday. No change will be made for Holidays falling on Saturday.

*** End of EXHIBIT F ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT G

[Intentionally Omitted.]

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT G

[Intentionally Omitted.]

**** End of EXHIBIT G****

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT H

CAISO Sanctions

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT H

CAISO Sanctions

This Exhibit H sets forth the obligations of one Party to the other for all CAISO Sanction liability it incurs during the Delivery Term, pursuant to Section 3.16.

1. CAISO Sanctions.

Either Party (“Liable Party”) shall be liable to reimburse the other Party (“Non-Liable Party”) for all CAISO Sanctions the Non-Liable Party incurs as a result of the Liable Party’s failure to adhere to its obligations under this Agreement, the CAISO Tariff or any CAISO directive regarding outage reporting requirements or curtailments, as such directive may be communicated to Seller by SCE.

2. Billing and Documentation of CAISO Sanctions.

- (a) The CAISO Sanctions will be available for billing approximately one hundred twenty (120) days following the last day of a calendar month or thirty (30) days after the CAISO final settlement data is available to SCE, whichever is sooner.
- (b) Upon request, either Party shall provide to the other Party the applicable back-up data used for validating CAISO Sanctions within ten (10) Business Days after such request.

*** End of EXHIBIT H***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT I

Intentionally Omitted

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT I
[Intentionally Omitted.]

**** End of EXHIBIT I****

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT J

CAISO Requirements and Agreements

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

EXHIBIT J

CAISO Requirements and Agreements

Based on SCE's representation that the CAISO requires the Generating Facilities and meters at each Generating Facility to be included in CAISO agreements, the applicable Authorized Representatives shall develop a mutually agreeable list of tasks required to meet the CAISO's requirements, a schedule to enable the timely completion of such tasks, and identify which Party is responsible for any added costs. The following is a preliminary list of such tasks:

1. Identify all required CAISO agreements, certifications or approvals and new equipment or services.
2. Develop a reasonable schedule to enable each Party sufficient time to purchase and install new equipment, obtain any required certifications, and exchange information with the CAISO and each other.
3. As the Generating Facility owner, Seller will modify its Participating Generator Agreement with the CAISO to revise Schedule 1 and provide other information as required by the CAISO, including:
 - (1) Listing the Generating Facilities hereunder;
 - (2) Indicating that the generating capacity from each listed Generating Facility is contracted to SCE and SCE is the Scheduling Coordinator
 - (3) Obtaining Global Resource IDs from the CAISO
 - (4) Providing a Resource Data Template (RDT) for each Generating Facility to the CAISO
4. As the meter owner, Seller will modify its Meter Service Agreement with the CAISO to revise Schedule 1 and provide information as required by the CAISO including:
 - (a) Listing meters for all Generating Facilities hereunder;
 - (b) Treating each Generating Facility as a single generating unit with a single electric energy meter;
 - (c) Obtaining Meter IDs from the CAISO

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, *The Metropolitan Water District of Southern California*

- (d) Obtaining CAISO certification for the meters
- 5. Seller will obtain and pay for any required dedicated phone lines to enable meter data transfers to the CAISO's OMAR. Seller will also obtain any required CAISO certification for these communication links.
- 6. SCE will be the Scheduling Coordinator for the Generating Facilities under its scheduling coordinator agreement with the CAISO. Both Parties will provide information as required by the CAISO including:
 - (a) Seller's identification of SCE as the SC through appropriate letters to the CAISO;
 - (b) Except as provided in Exhibit H, SCE will receive and pay all CAISO charges related to Scheduling the Generating Facilities with the CAISO, including deviations between metered and scheduled amounts.
- 7. If either Party is unable to complete the mutually agreed upon tasks herein prior to the start of the Delivery Term due to circumstances beyond a Party's control, SCE as the SC shall, if necessary, request the CAISO to provide a temporary exemption from its metering and communication requirements until such actions can be completed.

*** *End of EXHIBIT J* ***

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT K

Addition of a Generating Facility Located Outside of the CAISO Grid

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

EXHIBIT K

Addition of a Generating Facility Located Outside of the CAISO Grid

If Authorized Representatives mutually agree in writing to add the Sepulveda Canyon Power Plant to the Generation Facilities in this Agreement per Section 1.01(a), it shall be done in accordance with the following:

1. Append the table in Section 1.01(a) with the following and provide information as necessary in Exhibit B:

Name	Location of Site	Nameplate Capacity (MWs)	RAP ID #
Sepulveda Canyon Power Plant	1751 N. Sepulveda Blvd., Los Angeles, CA 90049	8.5	12.06

2. To account for SCE's transmission service costs from the Delivery Point (described in 5.c below) to the CAISO grid, the Energy Price described in Section 1.03 shall be reduced for the Sepulveda Canyon Power Plant by six dollars, seventeen and 6 tenths cents (\$6.176) per MWh, unless otherwise mutually agreed upon by the Authorized Representatives.
3. Sellers' Obligations for the Sepulveda Canyon Power Plant.
 - a) Seller is responsible for maintaining the Sepulveda Canyon Interconnection Agreement as required in the first sentence of 3.03(a).
4. Buyer's Obligations for the Sepulveda Canyon Power Plant.
 - a) Transmission Agreements.

SCE is party to the Edison-Los Angeles Sepulveda Canyon Power Plant Transmission Service Agreement which allows SCE to schedule electric energy generated by the Sepulveda Canyon Power Plant to the CAISO Grid. SCE shall exercise diligence to ensure that such agreement with Los Angeles DWP, or a replacement thereto, remains in effect throughout the Delivery Term of this Agreement. If SCE is unsuccessful in maintaining such agreement, or obtaining a replacement thereto, the Authorized Representatives shall agree to remove Sepulveda Canyon Power Plant from this Agreement

The contents of this document are subject to restrictions on disclosure as set forth herein.

Southern California Edison

RAP ID# 4105, 4106, 4107, 4108, The Metropolitan Water District of Southern California

5. General Agreement Modifications for Sepulveda Canyon Power Plant.

- a) Section 2.02(b) is not applicable for the Sepulveda Canyon Power Plant, which is not in the CAISO Control Area, except as rewritten below:

“(b) As referenced in the Recitals, Seller has existing interconnection agreements for the Generating Facilities.”

- b) Section 3.03(a) and 3.03(b) are not applicable for the Sepulveda Canyon Power Plant, which is not in the CAISO Control Area, except as rewritten below:

“(a) Seller shall be responsible for obtaining and maintaining any and all interconnection agreements and Permits required to effect delivery of the electric energy from each Generating Facility to its respective Delivery Point.

(b) Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to the interconnection of the Generating Facilities to the Transmission Providers’ electric systems.”

- c) Provisions in Section 3.04 relating to the CAISO and CAISO equipment are not applicable for the Sepulveda Canyon Power Plant, which is not in the CAISO Control Area. To meet the Metering, Communications and Telemetry obligations for the Sepulveda Canyon Power Plant in Section 3.04, the applicable Authorized Representatives shall mutually agree in writing on what meter and related communication equipment is to be used and the cost responsibility therefore. Seller may install necessary equipment on the low side of Seller’s transformer and adjust meter constant for transformer losses. To the extent applicable, access to and maintenance of meters and communication equipment shall be as written in Section 3.04, unless otherwise agreed to in writing by the Authorized Representatives.

- d) Add the following information to the table described in the “Delivery Point” definition.

Name	Delivery Point
Sepulveda Canyon Power Plant	High voltage leads from Seller's power transformer for the plant.

*** End of EXHIBIT K ***

The contents of this document are subject to restrictions on disclosure as set forth herein.