

**DRAFT 3/22/06**

**RENEWABLE ELECTRIC ENERGY RESOURCE PROJECT  
DEVELOPMENT AGREEMENT**

**AMONG**

**SACRAMENTO MUNICIPAL UTILITY DISTRICT  
CITY OF ANAHEIM  
CITY OF AZUSA  
CITY OF BANNING  
CITY OF BURBANK  
CITY OF COLTON  
CITY OF GLENDALE  
IMPERIAL IRRIGATION DISTRICT  
CITY OF LOS ANGELES  
CITY OF PASADENA  
CITY OF RIVERSIDE**

**AND**

**SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1. PARTIES .....	1
2. RECITALS .....	1
3. AGREEMENT .....	3
4. DEFINITIONS.....	3
4.1 Acquisition.....	3
4.2 Agreement.....	3
4.3 Coordinating Committee.....	3
4.4 Development Work.....	3
4.5 Development Work Costs.....	4
4.6 Development Work Cost Share.....	4
4.7 Estimated Monthly Development Work Costs.....	5
4.8 Estimated Monthly Financing Costs.....	5
4.9 Estimated Monthly Power Sales Agreement/Transmission Services Agreement Costs.....	5
4.10 Financing Costs.....	5
4.11 Financing Cost Share.....	5
4.12 Financing Work.....	6
4.13 Power Sales Agreement/Transmission Services Agreement Costs.....	6
4.14 Power Sales Agreement/Transmission Services Agreement Cost Share.....	6
4.15 Joint Ownership Agreements.....	7
4.16 Participant.....	8
4.17 Participation Agreements.....	8
4.18 Party.....	8
4.19 Project.....	8
4.20 Project Agreements.....	8
4.21 Project Element.....	8
4.22 Project Manager.....	8
4.23 Prudent Utility Practice.....	9
4.24 Renewable Electric Generation Resource.....	9
4.25 Required Concurrence.....	8
4.26 Willful Action.....	9
5. PROJECT MANAGER .....	10
5.1 Appointment.....	10
5.2 Term.....	10
5.3 Authority.....	10
5.4 Duties and Responsibilities of the Project Manager.....	10
6. DEVELOPMENT WORK AND FINANCING WORK LIMITS; INITIAL BUDGET; .....	
6.1 Limit on Development Work Costs and Financing Costs.....	17
6.2 Initial Budget.....	18
6.3 Initial Schedule.....	19

TABLE OF CONTENTS

(Continued)

<u>SECTION</u>	<u>PAGE</u>
6.4	Development Work Costs, Financing Costs, and Power Sales Agreement/Transmission Services Agreement Costs..... 19
6.5	Costs Not Part of Development Work Costs, Financing Costs, and Power Sales Agreement/Transmission Services Agreement Costs..... 25
6.6	Final Audit of Development Work Costs ..... 26
6.7.	Interim Audit of Development Work Costs..... 27
7.	PAYMENT OF DEVELOPMENT WORK COSTS, FINANCING COSTS AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COSTS ..... 27
7.1	Payment of Costs ..... 27
7.2	Submission of Invoices as Provided in Sections 6.5.1.3, 6.5.1.10 and 6.5.3.1.... 28
7.3	Payment of Invoices..... 28
7.4	Interest on Late Payments..... 29
7.5	Disputed Invoices..... 29
7.6	Adjustments to Billings..... 29
8.	COORDINATING COMMITTEE ..... 29
8.1	Formation..... 29
8.2	Duties and Responsibilities of the Coordinating Committee..... 32
8.3	Arranging for Audits of Project Manager’s Records..... 35
8.4	Establishment of Other Committees ..... 35
8.5	No Authority of Coordinating Committee to Amend Agreement ..... 35
8.6	Written Records to be Kept..... 36
8.7	Costs Incurred by Representatives of Participants..... 36
9.	OBLIGATIONS OF THE PARTIES..... 36
9.1	Furnishing Studies to Parties ..... 36
9.2	Participants’ Obligations Several and Unconditional; No Release of Project Manager from Its Obligations; Action by Parties Against Third Parties or Under this Agreement ..... 36
9.3	Project Manager to Enforce this Agreement; Payment of Expenses in Respect of Such Enforcement or Defense of Actions Thereunder ..... 37
9.4	Parties to Furnish Information ..... 38
10.	WITHDRAWAL..... 38
10.1	Withdrawal of Participant..... 38
10.2	Termination of Rights of Withdrawing Participant ..... 39
10.3	Voluntary Assumption of Development Work Cost Shares..... 39
10.4	Non Assumption of Development Work Cost Shares ..... 40
10.5	Adjustment of Development Work Cost Shares, Financing Cost Shares, and Power Sales Agreement/Transmission Services Agreement Cost Shares ..... 40
10.6	No Reimbursement of Costs to Withdrawing Participant..... 40
	Withdrawing Participant’s Continuing Obligation to Pay Development Work Costs, Financing Costs, and Power Sales Agreement/Transmission Services Agreement Costs..... 40
11.	ELECTION TO PARTICIPATE IN PROJECT; PROJECTADJUSTMENTS ..... 41

TABLE OF CONTENTS

(Continued)

<u>SECTION</u>	<u>PAGE</u>
11.1	Notification of Results of Initial Development Work and Initial Financing Work; Condition Precedent to Right to Participate in the Project ..... 41
11.2	Exercise of Right to Participate in Project..... 42
11.3	Decreasing Project’s Aggregate Production Capacity ..... 43
11.4	Increasing Project’s Aggregate Production Capacity ..... 43
11.5	Adjustment of Development Work Cost Shares, Financing Cost Shares and Power Sales Agreement/Transmission Services Agreement Cost Shares .... 44
11.6	Initial Development Work Costs and Initial Financing Costs are not Reimbursable ..... 44
11.7	Requirement to Participate in Project Acquisitions ..... 45
12.	EXECUTION OF PROJECT AGREEMENTS ..... 45
13.	LIABILITY ..... 46
13.1	Limitation on Liability ..... 46
13.2	Allocation of Costs to Discharge Liability ..... 47
13.3	Indemnification for Willful Action ..... 48
13.4	Willful Action ..... 49
13.5	No Relief of Insured Obligations ..... 50
14.	DEFAULT ..... 50
14.1	Notice of Default..... 50
14.2	Obligation to Cure Default..... 51
14.3	Dispute of Alleged Default ..... 51
14.4	Termination of Rights of Defaulting Participant ..... 51
15.	ARBITRATION ..... 53
16.	RELATIONSHIP OF PARTIES..... 54
17.	BINDING OBLIGATIONS..... 54
18.	ASSIGNMENT..... 54
19.	GENERAL PROVISIONS ..... 56
19.1	Waiver Not to Affect Subsequent Defaults ..... 56
19.2	Execution in Counterparts..... 56
19.3	No Rights in Third Parties or Duties Created ..... 56
19.4	Headings Not Binding..... 56
19.5	Severability ..... 57
19.6	Amendments ..... 57
19.7	Entire Agreement ..... 57
20.	GOVERNING LAW..... 57
21.	EFFECTIVE DATE AND TERMINATION ..... 57
21.1	Effective Date ..... 57
21.2	Termination..... 57
22.	NOTICES..... 59
22.1	Addresses for Notices ..... 59
22.2	Designation of Different Addresses and Persons..... 61
23.	INDEPENDENT DECISION OF PARTY ..... 61
24.	EXECUTION IN COUNTERPARTS ..... 61

TABLE OF CONTENTS

(Continued)

<u>SECTION</u>	<u>PAGE</u>
25. SIGNATURE CLAUSE .....	62

- EXHIBIT A – DEVELOPMENT WORK COST SHARES
- EXHIBIT B – FINANCING COST SHARES
- EXHIBIT C – POWER SALES AGREEMENT/TRANSMISSION SERVICES  
AGREEMENT COST SHARES
- EXHIBIT D BUDGET
- EXHIBIT E – INITIAL SCHEDULE
- EXHIBIT F – ASSIGNEE SIGNATURE PAGE

**RENEWABLE ELECTRIC ENERGY RESOURCE PROJECT DEVELOPMENT  
AGREEMENT**

1. **PARTIES.** The Parties to this Agreement, dated for convenience as of March 31, 2006 (the “Agreement”) are the Sacramento Municipal Utility District (“SMUD”), the City of Anaheim (“ANAHEIM”), the City of Azusa (“AZUSA”), the City of Banning (“BANNING”), the City of Burbank (“BURBANK”), the City of Colton (“COLTON”), the City of Glendale (“GLENDALE”), the Imperial Irrigation District (“IID”), the City of Los Angeles acting by and through the Department of Water and Power (“LADWP”), the City of Pasadena (“PASADENA”), the City of Riverside (“RIVERSIDE”), and the Southern California Public Power Authority (“SCPPA” or “Authority”) (each, individually, a “Party”, and collectively, the “Parties”). SMUD, ANAHEIM, AZUSA, BANNING, BURBANK, COLTON, GLENDALE, IID, LADWP, PASADENA, and RIVERSIDE are also referred to individually as a “Participant” and collectively as “Participants.” Additional Participants may be added by assignment as provided in Section 18 herein.
  
2. **RECITALS.** This Agreement is made with reference to the following facts, among others:
  - 2.1 A significant and growing need exists to meet long-term requirements for energy through the acquisition of renewable energy resources.
  
  - 2.2 A number of electric utilities are being increasingly encouraged by community organizations and mandated by their regulatory authorities and a substantial

number of Participants are being encouraged by their governing bodies to meet specified resource goals for renewable energy within defined time frames.

2.3 The Participants are considering acquiring, purchasing, procuring, constructing or otherwise contracting for, as the case may be, certain Renewable Electric Energy Resources through SCPPA. The Parties intend that all or a portion of the Project or its constituent Project Elements may be financed through, and owned in whole or in part by SCPPA.

2.4 The Parties envision that the overall Project will consist of a number of Project Elements made up of differing Renewable Electric Energy Resources within which the Parties will participate.

2.5 The Parties desire to study the feasibility of developing and acquiring energy and capacity from Renewable Electric Energy Resources and the potential pathways, interties, interconnections and transmission resources to deliver such energy, to ensure that each Participant meets its respective renewable energy resource goal.

2.6 On January 19, 2006 the Board of Directors of the Southern California Public Power Authority adopted SCPPA Board Resolution No. 2006-2, pursuant to which SCPPA announced that the Authority contemplates the issuance of obligations to fund the acquisition of certain renewable resources and related facilities for the benefit of certain of the Authority's members in connection with the SCPPA Project. Through Resolution No. 2006-2 SCPPA declared its intention to reimburse certain expenditures from financing proceeds, as required by United States Department of Treasury Regulations Section 1.150-2

- 2.7 The January 19, 2006 action taken by the SCPPA Board of Directors represents the initial step associated with “Study Project” status pursuant to SCPPA’s Joint Powers Agreement, dated as of November 1, 1980.
- 2.8 To satisfy each respective Participant’s due diligence requirements and in order to obtain the necessary information to determine the advisability of going forward with any such purchase, acquisition, contract or other developmental action or to facilitate financing for any such matter, the Participants envision the need, among other things, for certain due diligence, financial, feasibility, engineering, meteorological, geological, seismic, heliographic, environmental, legal, regulatory or other evaluations and analyses so that each Participant may determine whether it wants to consummate any agreement or other action to facilitate any such Acquisition, purchase, contract, financing or other procurement related matter.
- 2.9 The Parties desire that as costs are incurred for such evaluations and analyses that such costs be shared among the Parties in an equitable manner in proportion to each Participant’s Entitlement Share in those Project Elements in which such a Participant is a Project Element Participant. The Parties contemplate that should the Project Element Participants in a Project Element determine not to proceed forward with such a Project Element the costs for work associated with the Project Element shall be shared among the Parties in an equitable manner in proportion to each Project Element Participant’s entitlement share in the proposed Project Element.



- 2.10 The Parties desire to provide a mechanism by which any Participant that meets its obligations hereunder will be able to participate with other Participants in the procurement of such Participant's respective Entitlement Share in the particular Project Element under consideration.
- 2.11 The Parties also desire to provide that any Participant may, prior to the consummation of the acquisition, purchase or procurement, withdraw from continuing participation in a proposed specific Project Element under this agreement and, in such an event, the withdrawing Participant shall be obligated for those costs incurred, through the effective date of such Participant's withdrawal, which are incurred on behalf of or are attributable to the withdrawing Participant or are caused by, associated with or incurred because of such Participant's involvement or participation.
- 2.12 Through this Agreement the Parties intend to, among other things: (i) pursue certain Development Work (as defined in Section 4.4 herein) for the Project and the Project Elements, including obtaining development studies, due diligence information, technical reports, surveys, permits, licenses, entitlements, approvals, cost estimates, environmental reports, acquisition schedules and taking such other actions as are necessary or desirable to securing of governmental, regulatory or other approvals and meeting of environmental requirements to undertake the Project or applicable Project Element; (ii) determine the feasibility, economics and estimated cost of the Project or of any Project Element and the feasibility, economics and estimated cost of each such Project Element with respect to each respective individual Participant; (iii) permit the acquisition of a limited amount

of equipment, property, goods or other assets (or the acquisition of an option to purchase any of same in the future) to facilitate the timely and cost-effective acquisition and operation of any specified Project Element; (iv) cause to be provided advisory and consulting services related to the Project or any specific Project Element, including due diligence services, feasibility, engineering, meteorological, geological, seismic, heliographic, environmental, legal, regulatory, financial, accounting and other related services, through contracts or otherwise; and (v) reserve for the Participants their respective rights to participate in any specific Project Element through each Participant paying its proportionate equitable share of the costs of such Development Work in the manner provided herein.

3. AGREEMENT. In consideration of the mutual covenants herein, the Parties agree as follows:

4. DEFINITIONS. In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and in the exhibits attached hereto and initially capitalized, shall have the meanings specified:

4.1 Acquisition. The procurement of energy or capacity associated with any Renewable Electric Energy Resource(s) including facilities for interconnection with, or transmission or delivery of, any Renewable Electric Generation Resource, and any Renewable Electric Energy Transmission Resource, approved by the Coordinating Committee pursuant to Section 8.1.2 herein, obtained for any

one or more Project Participants. Acquisition also includes procurement, construction, obtainment or creation of new transmission paths or upgrading of existing transmissions paths (whether physical, virtual or otherwise) to accommodate transmission of energy from Renewable Electric Energy Generation Resources. An Acquisition may be carried forth by way of an asset purchase, an exchange, a joint ownership or participation arrangement, a power purchase agreement, a transmission purchase or service arrangement, an environmental attribute procurement arrangement, a prepayment arrangement, construction, upgrading or any other action, contract, device or other means deemed appropriate to achieve a Participant's renewable resource goals.

4.2 Agreement. This Renewable Electric Energy Resource Project Development Agreement, as it may be amended or supplemented from time to time.

4.3 Coordinating Committee. The Committee established in accordance with Section 8 herein.

4.4 Development Work. All activities necessary or desirable to (i) determine the scope and extent of the Project or any Project Element, (ii) determine the particular renewable resources and related facilities to be acquired and the structure of the Acquisitions, (iii) determine the nature of the participation structure through which each Participant will participate (iv) perform legal work, investigative and due diligence work, meteorological, geological, heliographical, diurnal, geophysical, engineering or environmental studies or work, or any other reviewing, regulatory, permitting, licensing or entitlement work as may be

required for the Project or any Project Element, (v) perform any transmission, interconnection or congestion studies as may be required by the Project or any Project Element, (vi) estimate the cost to the Project and of all Project Elements for any proposed Acquisition, purchase or procurement, as appropriate, of associated renewable resources and related facilities, (vii) estimate the cost to the Project and all Project Elements of any transmission or interconnection proposals associated with any Project Element, (viii) estimate the cost of any new or upgraded transmission paths or any other transmission congestion remediation measures associated with the Project or any Project Element, (ix) estimate the proposed schedule for the overall Project and for all Project Elements and the anticipated schedules for any proposed Acquisition, purchase or procurement, as appropriate, of associated renewable resources and related facilities, (x) estimate the proposed schedule for any Acquisition involving any transmission related resource and the proposed schedule for any new or upgraded transmission path or other transmission congestion remediation measure associated with the Project or any Project Element, (xi) obtain the appropriate permits, entitlements, licenses and approvals, (xii) take all necessary or desirable actions relating any other appropriate pre-acquisition measures associated with the Project or any Project Element, (xiii) identify potential corridors, interconnections, transmission paths and points of delivery for energy and capacity associated with any Project Element and address issues relating to providing transmission, interconnection services, scheduling, dispatching and delivery to Participants and (xiv) perform all other activities related to the Project or any Project Element as determined by the

Project Manager consistent with this Agreement (including, but not limited to, the current Development Work budget) and, if required by this Agreement, approved by the Coordinating Committee.

- 4.5 Development Work Costs. All costs and expenses necessary or desirable to complete Development Work as described in Section 4.4 and 6.4.1. herein and for the benefit of the Project or any Project Element that the Coordinating Committee has determined will facilitate the timely or cost-effective acquisition and fulfillment of the goals of the Project or respective Project Element. Such costs and expenses may include the acquisition of equipment, goods, entitlements or other assets for the Project (including the acquisition of an option or options to purchase any of same in the future).
- 4.6 Development Work Cost Share. With respect to any Participant, its percentage share of Development Work Costs as set forth on Exhibit A hereto, as such shares may be adjusted pursuant to Sections 10, 11, 14 and 18 herein. Such cumulative percentage share is also the percentage share that a Participant has in the Project.
- 4.7 Elected Amount. The final level of Production Capacity and the final Entitlement Share attributable to a Project Element Participant in a Project Element, after election by the Project Element Participant pursuant to Section 11 herein and after taking into account all revisions and adjustments created by the operation of Section 11 herein.

- 4.8 Entitlement Share The percentage entitlement of each Participant in a Project Element as set forth in Exhibit A herein, as the same may be amended or supplemented from time to time.
- 4.9 Estimated Monthly Development Work Costs. For any particular month, the estimated amount that the Project Manager determines will be required to be paid to cover the Development Work Costs during such month, including adjustments for differences between previously estimated and recorded Development Work Costs.
- 4.10 Estimated Monthly Financing Costs. For any particular month, the estimated amount that the Project Manager determines will be required to be paid to cover the Financing Costs during such month, including adjustments for differences between previously estimated and recorded Financing Costs.
- 4.11 Estimated Monthly Power Sales Agreement/Transmission Services Agreement Costs. For any particular month, the estimated amount that the Project Manager determines will be required to be paid to cover the Power Sales Agreement/Transmission Services Agreement Costs, as the case may be, during such month, including adjustments for differences between previously estimated and recorded Power Sales Agreement/Transmission Service Agreement Costs.
- 4.12 Financing Costs. All costs and expenses relating to the financing of the Project as described in Section 6.4.2 herein.

- 4.13 Financing Cost Share. With respect to any Participant obtaining financing for the Project through SCPPA, its percentage share of Financing Costs as set forth on Exhibit B hereto, as such shares may be adjusted pursuant to Sections 10, 11, 14 and 18 herein.
- 4.14 Financing Participant. A Participant financing any associated Acquisition, purchase or procurement of any Project Element or associated facilities through SCPPA. The Financing Participants are more fully set forth in Exhibit B hereto.
- 4.15 Financing Work. All activities associated with the proposed financing of a Project Element or Project Elements on behalf of a Financing Participant or Financing Participants, including preparation and drafting of instruments and agreements necessary to the financing, and all necessary or desirable work to enable Participants identified on Exhibit B to obtain financing for their respective percentage share in the Project or any Project Element. Financing Work may include, where applicable, work to establish any financial structure, contractual arrangement, or other device which might be useful to any Participant or Project Element Participant to take advantageous of, or indirectly obtain a benefit from, any tax credit or other tax or financial incentive which might otherwise not be directly available to a governmental entity.
- 4.16 Generation Entitlement Share. The percentage entitlement of each Participant, as the case may be, with respect to a Project Element addressing a Renewable Electric Energy Generation Resource, as set forth in Exhibit A, as the same may be amended or supplemented from time to time.

- 4.17 Joint Ownership Agreements. The agreements which provide for multiple ownership interests in specific elements of the Project and the respective rights and obligations of the co-owners with respect to such multiple ownership.
- 4.18 Participant. An entity which has approved this Agreement, together in each case with its successors or assigns. Exhibits A, B, and C to this Agreement which list, as applicable, the participants herein shall be completed and furnished by SCPPA to all participants as soon as practicable after this Agreement becomes effective with respect to any Project Elements within the SCPPA Renewable Electric Energy Resource Project, and shall be amended or supplemented from time to time by SCPPA to reflect changes in participation, changes in participants or changes in participant shares with respect to any Project Element or changes in the Entitlement Share, Generation Entitlement Share or Transmission Entitlement Share with respect to any participant and/or with respect to any Project Element.
- 4.19 Participation Agreements. The agreement or agreements, as determined by the Coordinating Committee, that provide for the acquisition, purchase, procurement, financing, operation and maintenance of the Project or of any Project Element.
- 4.20 Party. This term shall have the meaning ascribed thereto in Section 1 herein.
- 4.21 Power Sales Agreement/Transmission Services Agreement Costs. All costs and expenses relating to the preparation and drafting of power sales agreement(s) or transmission services agreement(s), as the case may be, for those Participants identified in connection with such costs as set forth in Exhibit C herein and as further defined in Section 6.4.3 herein.



- 4.22 Power Sales Agreement/Transmission Services Agreement Cost Share. With respect to any Participant obtaining rights in an Acquisition or Project Element of the SCPPA Project by means of a power sales agreement or a transmission services agreement, its percentage share of Power Sales Agreement/Transmission Services Agreement Costs as set forth on Exhibit A, B and C hereto, as such shares may be adjusted pursuant to Sections 10, 11, 14 and 18 herein.
- 4.23 Power Sales Agreement/Transmission Services Agreement Work. All activities associated with the preparation of power sales agreements or transmission services agreements, as the case may be, between SCPPA and a Project Element Participant relating to any Project Element.
- 4.24 Production Capacity. All or a portion of the electrical generation capacity or the transmission capacity, as the case may be, of a Project Element expressed in megawatts or fractions thereof.
- 4.25 Project. The total aggregate of all proposed Acquisitions and Project Elements which are expected to have an aggregate generation, transmission or other production capacity, as applicable, as set forth in Exhibit A hereto, as it may be amended from time to time as provided by Sections 10, 11, 14 and 18 herein, that are located in North America, including all appurtenant equipment thereto, the applicable portion of any common facilities and related facilities for interconnection or transmission of the output of any Project Element. Exhibit A hereto, shall contain all proposed Acquisitions or Project Elements and the entitlement share of energy or capacity to be acquired by each Participant.

Exhibit A may be amended by the Coordinating Committee to reflect revisions in participation, revisions in generation or transmission entitlements, percentages or capacity and the addition of new Project Elements. Each such amendment or addition to Exhibit A shall be supplied to each Participant. For the purpose of this Agreement the term “Project” shall be synonymous with “SCPPA Renewable Electric Energy Resource Project”

4.26 Project Agreements. This Agreement, the Participation Agreements, the power sales agreements, the transmission services agreements, the joint ownership agreements, any purchase and sale agreement in connection with the acquisition, purchase or procurement of any renewable resource or associated facility forming part of the Project or any Project Element, any power purchase agreement associated with the Project or any Project Element, any agreement addressing the scheduling or tagging of any energy associated with the Project or any Project Element, any agreement addressing entitlement to or transfer of renewable attributes or addressing any renewable certifications, designations, characterizations or nominations relating to any energy associated with the Project or any Project Element, any agreement relating to the dispatching, interconnection, transmission or delivery of Project energy associated with any Project Element from the point or points of generation to the point or points of delivery determined by the Coordinating Committee, and any other agreement or agreements designated as a Project Agreement by the Coordinating Committee.

4.27 Project Element. Any of the various SCPPA wind, geothermal, biomass, landfill, solar or other subprojects which form a discrete component within the SCPPA

Project as set forth by way of example in Exhibit A, B, and C hereto, or which may qualify as a renewable project under a Participant's renewables portfolio standard, or as may hereafter be approved for Acquisition by the Coordinating Committee. A Project Element may also entail procurement, construction, obtainment or creation of new transmission paths or upgrading of existing transmissions paths (whether physical, virtual or otherwise) or any means of transmission congestion remediation which accommodates the transmission of energy from Renewable Electric Energy Generation Resources. Project Elements may be added to or deleted from this Agreement by action of the Coordinating Committee in conformance with the procedures set forth in Section 8 and subject to the requirements in Section 6 herein.

4.28 Project Element Participant: An entity sharing in the cost in the manner set forth herein, and participating in the development pursuant to this Agreement of a specific Project Element. Project Element Participants and their respective corresponding Project Elements are set forth in Exhibit A herein, which exhibit may be amended or supplemented from time to time to reflect changes in participation, changes in participants or changes in participant shares with respect to any Project Element or changes in entitlement share with respect to any participant and/or with respect to any Project Element.

4.29 Project Manager. The entity appointed in Section 5 herein.

- 4.30 Project Maximum. The limitation upon cumulative Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work for the Project and all Project Elements as set forth in Section 6.1 herein.
- 4.31 Prudent Utility Practice. Any of the practices, methods and acts, which, in the exercise of reasonable judgment in the light of the facts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition, taking into account the anticipated structure and operational characteristics of the Project and its Project Elements and the fact that Prudent Utility Practice is not intended to be limited to the optimum practice, methods or acts to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Prudent Utility Practice includes consideration of alternative opportunities available in lieu of acquisition of any specific renewable resource and related facilities identified by the Project and due regard for policies and practices, and requirements of governmental and regulatory agencies of competent jurisdiction.
- 4.32 Renewable Electric Energy Generation Resource. A source of energy which meets the definition of an “eligible renewable energy resource” under California law or which satisfies the requirements necessary to be included in a Participant’s

renewable portfolios standard, or which is proposed or considered for future inclusion in a Participant's renewable portfolios standard.

4.33 Renewable Electric Energy Resource. A Renewable Electric Energy Generation Resource or a Renewable Electric Energy Transmission Resource

4.34 Renewable Electric Energy Transmission Resource. A transmission resource which can be utilized to transmit energy from a Renewable Electric Energy Generation Resource.

4.35 Required Concurrence. The affirmative vote of more than one half, numerically, of the Participants participating in the Project Element to which the vote pertains, who, in addition, represent greater than sixty percent (60%) of the Entitlement Shares in the Project Element to which the vote pertains.

4.36 Transmission Entitlement Share. The percentage entitlement of each Participant, as the case may be, with respect to a Project Element which addresses a Renewable Electric Energy Transmission Resource set forth in Exhibit A, as the same may be amended or modified from time to time.

4.37 Willful Action. This term shall have the meaning ascribed thereto in Section 13.4 herein.

## 5. PROJECT MANAGER.

5.1 Appointment. The Parties hereby appoint, designate and authorize LADWP to be the Project Manager to carry out, as agent for and on behalf of the Parties and as

principal on its own behalf, the Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work in accordance with this Agreement.

5.2 Term. The Project Manager shall serve during the term of and pursuant to this Agreement. The Project Manager shall not have the right to resign, and may not be removed, during the term of this Agreement.

5.3 Authorization. Subject to the express limitations of this Agreement, the Project Manager is authorized, in its discretion, in the performance of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work to incur costs, liabilities and obligations and to perform and arrange for the performance of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work. The Project Manager may perform Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work through its own employees, other Parties, consultants, contractors or otherwise. To assist the Project Manager in its responsibilities, each Party shall, at the Project Manager's request, promptly furnish the information reasonably available to such Party, which the Project Manager may need in order to perform Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work and/or to meet the requirements of governmental, regulatory or other agencies having jurisdiction over the Project, any Project Element or any part thereof.

5.4 Duties and Responsibilities of the Project Manager. Subject to the provisions of Section 8 thereof, the duties and responsibilities of the Project Manager in performing Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work under this Agreement shall include but not be limited to:

5.4.1 Obtaining appropriate permits, licenses, clearances, entitlements and approvals and, prior to obtaining same, identifying all major governmental, regulatory and permitting conditions proposed to be imposed with respect to such permits, licenses, clearances, entitlements and approvals, which conditions shall not be agreed to by the Project Manager without the prior approval of the Coordinating Committee.

5.4.2 Identifying and reporting on renewable resource options for the Project and for any Project Element..

5.4.3 Developing a Project plan including, among other things a breakdown with respect to each Project Element of Project cost estimates and developing schedules and arrangements for delivery of the Project output of each Project Element.

5.4.4 Promptly informing and consulting with the Coordinating Committee regarding significant factors or events which may affect, or have affected, Development Work, Development Work Costs, Financing Work, Financing Costs, Power Sales Agreement/Transmission Services Agreement Costs, and any schedules relating to any Project Element.

- 5.4.5 Submitting, at least monthly, to the Coordinating Committee a status report to reflect the progress of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and any necessary or desirable revisions to any schedule.
- 5.4.6 Recommending to the Coordinating Committee for its review and approval the plans, cost estimates and schedules for Acquisition of each renewable resource or of renewable resources and related facilities to be acquired for the Project or for any Project Element.
- 5.4.7 Preparing and submitting to the Coordinating Committee for its review and approval budget revisions for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs.
- 5.4.8 Notifying and invoicing, or causing to be notified and invoiced, each Participant at least thirty-five (35) days prior to the beginning of a given month, of its share of Estimated Monthly Development Work Costs, each Participant identified in Exhibit B its share of Estimated Monthly Financing Costs, and each Participant identified in Exhibit C its share of Estimated Monthly Power Sales Agreement/Transmission Services Agreement Costs, as applicable, during said month and adjusting, or causing to be adjusted, the amount of money invoiced each month for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs to reflect



variations between the prior recorded costs for Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and amounts received from Participants for Development Work, Financing Work and Power Sales Agreement Transmission Services Agreement Work. Notwithstanding the foregoing, with respect to the first invoice for Estimated Monthly Development Work Costs, Estimated Monthly Financing Costs and Estimated Monthly Power Sales Agreement/Transmission Services Agreement Costs (which invoice may also include the balance of the month following the effective date of this Agreement), such invoice shall be sent immediately following the effective date of this Agreement and shall be payable by the Participants within thirty (30) days after receipt of such invoice.

- 5.4.9 Expending, or causing to be expended, the funds provided to the Project Manager for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs in accordance with this Agreement; provided, however, that the Project Manager shall not incur or commit to incur any Development Work Costs, Financing Costs or Power Sales Agreement/Transmission Services Agreement Costs relating to a particular category within the then current budget, as prepared in accordance with this Agreement, if such incurrence or commitment would cause the amount to be

expended for such category to exceed the amount specified for such category.

- 5.4.10 Arranging and negotiating contracts for furnishing, purchasing, procuring and obtaining from any source it may select (including any Party), engineering, environmental, meteorological, geological, heliographic, geophysical, regulatory, legal, financial, accounting or other services necessary or desirable for the performance and completion of Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work.
- 5.4.11 Arranging and negotiating contracts relating to the financing of the Project or any Project Element or Project Elements as directed by the Coordinating Committee.
- 5.4.12 Administering, performing and enforcing contracts entered into for Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and furnishing conformed copies of such contracts as requested by any representative on the Coordinating Committee.
- 5.4.13 Complying with any and all laws and regulations applicable to the performance of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work.

5.4.14 Keeping and maintaining, or causing to be kept and maintained, records of moneys received and expended, obligations incurred, credits accrued, and maintaining or causing to be maintained for auditing by the Coordinating Committee or any auditor selected pursuant to Section 6.7 or Section 6.8 herein, those accounting records used by the Project Manager or SCPPA, as applicable, for the purpose of accumulating financial and statistical data for Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work such as books of original entry, ledgers, work papers and source documents.

5.4.15 Preparing and submitting, or causing to be prepared and submitted, to the Coordinating Committee each calendar quarter after the effective date of this Agreement (commencing with the quarter ending March 31, 2006), a cost report which shall be developed from the records kept and maintained pursuant to Section 5.4.14 herein and which shall include both the accumulated total disbursements for each work activity category from the beginning of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work including a comparison to the most recently approved Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work budgets and a reconciliation of each Participant's payments to date for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement

Costs to the total disbursements to date for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs, respectively.

- 5.4.16 Enforcing all claims against contractors, subcontractors, suppliers and others arising out of Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work.
- 5.4.17 Providing reasonably available assistance and furnishing information that it has to any requesting Party that pertains to Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work.
- 5.4.18 Preparing and distributing to each Party a final completion report upon termination of this Agreement pursuant to Section 9.1 herein, which shall include studies performed, summary of executed Project contracts, and a final cost report for Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work.
- 5.4.19 Not permitting any liens arising out of Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work to remain in effect other than liens for taxes or assessments not yet delinquent, liens for workers' compensation awards and liens for labor and material not yet perfected, provided that the Project Manager

shall not be required to pay or discharge any such lien as long as the Project Manager is contesting such lien in good faith.

- 5.4.20 Assisting in the negotiations for and the preparation of all Project Agreements.
- 5.4.21 Upon termination of this Agreement pursuant to Section 21.2.2 herein or upon a determination of the Coordinating Committee not to proceed with the Project or a specific Project Element, (a) selling, at such time as directed by the Coordinating Committee and to such Party or Parties as approved by the Coordinating Committee, any and all equipment, goods or other assets relating to the Project or applicable Project Element (including options to purchase any of same) (b) promptly distributing the proceeds thereof (less any costs incurred in connection with the sale thereof) to all of the Participants (other than any defaulting Participant as described in Section 14.4 herein), including any Participants that have withdrawn as provided in Section 6.1.2, 6.1.4 or 6.1.6.
- 5.4.22 Procuring and maintaining in force, insurance coverage for Development Work, Financing Work or Power Sales Agreement/Transmission Services Agreement Work in such form and amounts as the Coordinating Committee determines necessary or desirable.

5.4.23 Conducting all other activities deemed necessary or desirable to complete Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and performing such other functions and duties as may be assigned to it by the Coordinating Committee, but in any event in a manner consistent with this Agreement.

6. DEVELOPMENT WORK, FINANCING WORK AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT WORK LIMITS; BUDGETS;

SCHEDULES; COSTS; AND AUDITS.

6.1 Limit on Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs. Total cumulative costs for all work under this agreement, including all Development Work, all Financing Work and all Power Sales Agreement/Transmission Services Agreement Work for the cumulative Project, including all Project Elements, shall not exceed five million four hundred thousand dollars (\$5,400,000). (the Project Maximum)

6.1.1 If and when costs incurred for Development Work with respect to any budgeted amount set forth in Section 6.2 and Exhibit D equal eighty percent of that budgeted amount, the Project Manager shall notify the Coordinating Committee of such fact and shall recommend such action, as it deems appropriate to the Coordinating Committee together with an analysis of the alternatives. Upon receipt of such notice, the Coordinating Committee may recommend to the Parties that Exhibit D

to this Agreement be amended to allow for a specific increased or decreased level of expenditure with respect to that or any other budgeted amount (i.e., to a level in excess of or less than the originally budgeted amount specified in Exhibit D and Section 6.2 herein) for Development Work with respect to any Project Element or Project Elements. If so directed by the Coordinating Committee, the Project Manager shall prepare and submit to each Party for its execution an amendment of Exhibit D consistent with any such Coordinating Committee recommendation. Such amendment shall not cause the total expenditures under this Agreement to exceed the maximum amount of the costs for all work specified in Section 6.1 herein (as such maximum amount may have been amended theretofore) and shall be acted upon by each Project Element Participant in a Project Element affected by the amendment within sixty (60) days of receipt by such Project Element Participant.

6.1.2 If a Project Element Participant in a Project Element affected by such an amendment fails to approve such amendment to Section 6.2 herein within sixty (60) days of receipt thereof, or notifies the other Parties in writing within such time period that it will not approve such amendment, such Project Element Participant shall be deemed to have withdrawn from the affected Project Element as of the date of the written notice or as of the end of the sixty-day period, whichever is

applicable. The effect of such Project Element Participant's withdrawal shall be as set forth in Section 10 herein.

6.1.3 If and when costs incurred for Financing Work with respect to any budgeted amount set forth in Section 6.2 and Exhibit D equal eighty percent of that budgeted amount, the Project Manager shall notify the Coordinating Committee of such fact and shall recommend such action, as it deems appropriate to the Coordinating Committee together with an analysis of the alternatives. Upon receipt of such notice, the Coordinating Committee may recommend to the Parties that Exhibit D to this Agreement be amended to allow for a specific increased or decreased level of expenditure with respect to that or any other budgeted amount (i.e., to a level in excess of or less than the originally budgeted amount specified in Exhibit D and Section 6.2 herein) for Financing Work with respect to any Project Element or Project Elements. If so directed by the Coordinating Committee, the Project Manager shall prepare and submit to each Party for its execution an amendment of Exhibit D consistent with any such Coordinating Committee recommendation. Such amendment shall not cause the total expenditures under this Agreement to exceed the maximum amount of the costs for all work specified in Section 6.1 herein (as such maximum amount may have been amended theretofore) and shall be acted upon by each Project Element Participant in a Project Element affected by



the amendment within sixty (60) days of receipt by such Project Element Participant.

6.1.4 If a Project Element Participant in a Project Element affected by such an amendment fails to approve such amendment to Section 6.2 herein within sixty (60) days of receipt thereof, or notifies the other Parties in writing within such time period that it will not approve such amendment, such Project Element Participant shall be deemed to have withdrawn from the affected Project Element as of the date of the written notice or as of the end of the sixty-day period, whichever is applicable. The effect of such Project Element Participant's withdrawal shall be as set forth in Section 10 herein.

6.1.5 If and when costs incurred for Power Sales Agreement/Transmission Services Agreement Work with respect to any budgeted amount set forth in Section 6.2 and Exhibit D equal eighty percent of that budgeted amount, the Project Manager shall notify the Coordinating Committee of such fact and shall recommend such action, as it deems appropriate to the Coordinating Committee together with an analysis of the alternatives. Upon receipt of such notice, the Coordinating Committee may recommend to the Parties that Exhibit D to this Agreement be amended to allow for a specific increased or decreased level of expenditure with respect to that or any other budgeted amount (i.e., to a level in excess of or less than the originally budgeted amount specified in Exhibit D and Section 6.2 herein) for Power Sales

Agreement/Transmission Services Agreement Work with respect to any Project Element or Project Elements. If so directed by the Coordinating Committee, the Project Manager shall prepare and submit to each Party for its execution an amendment of Exhibit D consistent with any such Coordinating Committee recommendation. Such amendment shall not cause the total expenditures under this Agreement to exceed the maximum amount of the costs for all work specified in Section 6.1 herein (as such maximum amount may have been amended theretofore) and shall be acted upon by each Project Element Participant in a Project Element affected by the amendment within sixty (60) days of receipt by such Project Element Participant.

6.1.6 If a Project Element Participant in a Project Element affected by such an amendment fails to approve such amendment to Section 6.2 herein within sixty (60) days of receipt thereof, or notifies the other Parties in writing within such time period that it will not approve such amendment, such Project Element Participant shall be deemed to have withdrawn from the affected Project Element as of the date of the written notice or as of the end of the sixty-day period, whichever is applicable. The effect of such Project Element Participant's withdrawal shall be as set forth in Section 10 herein.

6.2 Initial Budget. The Parties hereby approve the initial budget as set forth in Exhibit D for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs. Any increase in or

modification of such budget or any subsequently revised budget shall not exceed the monetary limitations set forth in Sections 6.1 herein, shall be subject to the prior review and approval of the Coordinating Committee and, if required by Section 6.1.1 herein, shall be subject to the execution of an amendment to Exhibit D of this Agreement.

6.3 Initial Schedule. The Parties hereby approve the initial schedule for Development Work and Financing Work as set forth in Exhibit E hereto. Such schedule specifies the overall schedule agreed to by the Parties with major elements of Development Work and Financing Work indicated therein. Any modification of such schedule or any subsequently revised schedule shall be subject to the prior review and approval of the Coordinating Committee and shall be subject to the monetary limitations set forth in Sections 6.1 and 6.2 herein.

6.4 Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Service Agreement Costs.

6.4.1 Development Work Costs shall include:

6.4.1.1 All costs of services, transportation, studies, administrative, technical and legal services, and all such services as set forth in Section 4.5, performed by the Project Manager in its capacity as Project Manager or by SCPPA or any other person or entity, in connection with this Agreement and approved by the Project Manager or SCPPA (including, but

not limited to, costs for Development Work incurred prior to the effective date of this Agreement).

6.4.1.2 Payroll and other expenses of Project Manager's employees while performing work in connection with this Agreement, including applicable overhead costs and labor loading charges, including but not limited to time off allowances, payroll taxes, workers' compensation insurance, retirement and death benefits and other employee benefits. Overhead costs and labor loading charges shall be in conformance with the Project Manager's in-house rates as adjusted from time to time.

6.4.1.3 Costs for Development Work paid for or incurred by the Project Manager or SCPPA after January 9, 2006. Each Participant shall reimburse the Project Manager and SCPPA for its portion of such costs for Development Work as provided in Section 7.1 and 7.2 herein. Such costs paid for or incurred by the Project Manager or SCPPA shall be included within the initial budget set forth in Exhibit D hereto.

6.4.1.4 Applicable costs of materials, supplies, services, equipment and apparatus used in connection with this Agreement.

- 6.4.1.5 Federal, state, and local taxes, payments in lieu of taxes, and permit, license and approval-related fees of any character arising out of the performance of this Agreement.
- 6.4.1.6 All costs for Development Work insurance in such form and amounts as determined by the Coordinating Committee.
- 6.4.1.7 All costs of the Project Manager, including payments made out of the self-insurance fund, if any, of the Project Manager, and to the extent not initially provided for by insurance, of discharging or paying any liability and loss, damage and expense, including costs and expenses for attorneys' fees, and other costs of defending, settling or otherwise administering claims, liabilities or losses arising out of workers' compensation or employers' liability claims or by reason of property damage or injuries to or death of any person or persons or by reason of claims of any and every character resulting from, arising out of or connected with the performance of the Development Work, whether wholly or partially by the negligence (other than gross negligence, if such is determined by a court of competent jurisdiction) of the Project Manager or its respective employees or agents.

- 6.4.1.8 Out of pocket expenses that relate to Development Work of any Participant's employee, provided that such expenses receive the prior written approval of SCPPA's Executive Director
  - 6.4.1.9 SCPPA's out-of-pocket expenses relating to Development Work.
  - 6.4.1.10 Costs for Development Work paid by SCPPA after January 9, 2006. Each Participant shall pay SCPPA for costs for Development Work as provided in Section 7.1 and 7.2 herein. Such costs paid by SCPPA are included within the initial budget set forth in Exhibit D hereto.
- 6.4.2 Financing Costs shall include:
- 6.4.2.1 All costs of services, transportation, studies, administration, and technical and legal services relating to Financing Work performed by the Project Manager in its capacity as Project Manager or by SCPPA or any other person or entity, in connection with this Agreement and approved by the Project Manager or SCPPA (including, but not limited to, costs for Financing Work incurred prior to the effective date of this Agreement).

6.4.2.2 Payroll and other expenses of Project Manager's employees while performing Financing Work in connection with this Agreement, including applicable overhead costs and labor loading charges, including but not limited to time off allowances, payroll taxes, workers' compensation insurance, retirement and death benefits and other employee benefits. Overhead costs and labor loading charges shall be in conformance with the Project Manager's in-house rates as adjusted from time to time.

6.4.2.3 Applicable costs of materials, supplies, services and apparatus relating to Financing Work used in connection with this Agreement.

6.4.2.4 Federal, state, and local taxes, payments in lieu of taxes, and permit, license and approval-related fees relating to Financing Work arising out of the performance of this Agreement.

6.4.2.5 All costs for Financing Work insurance in such form and amounts as determined by the Coordinating Committee.

6.4.2.6 All costs of the Project Manager, including payments made out of the self-insurance fund, if any, of the Project Manager, and to the extent not initially provided for by insurance, of discharging or paying any liability and loss,

damage and expense, including costs and expenses for attorneys' fees, and other costs of defending, settling or otherwise administering claims, liabilities or losses arising out of workers' compensation or employers' liability claims or by reason of property damage or injuries to or death of any person or persons or by reason of claims of any and every character resulting from, arising out of or connected with the performance of the Financing Work, whether wholly or partially by the negligence (other than gross negligence, if such is determined by a court of competent jurisdiction) of the Project Manager or its respective employees or agents.

6.4.2.7 Out of pocket expenses that relate to Financing Work of any Participant's employee, provided that such expenses receive the prior written approval of the Coordinating Committee.

6.4.2.8 SCPPA's out-of-pocket expenses relating to Financing Work.

6.4.2.9 Costs for Financing Work paid by SCPPA as specified in Exhibit D hereto. Each Participant shall reimburse SCPPA for its portion of such costs for Financing Work as provided in Section 7.1 and 7.2 herein. Such costs paid by SCPPA



are included within the initial budget set forth in Exhibit D hereto and are specifically identified in the Financing Work section of Exhibit D.

6.4.3 Power Sales Agreement/Transmission Services Agreement Costs shall include:

6.4.3.1 Power Sales Agreement/ Transmission Services Agreement Costs paid by SCPPA after January 9, 2006. Each Participant identified in Exhibit C hereto shall reimburse SCPPA for its portion of such costs as provided in Section 7.1 and 7.2 herein. Such costs paid by SCPPA are included within the initial budget set forth in Exhibit D hereto and are specifically identified in the Power Sales Agreement section within Exhibit D.

6.4.3.2 All costs relating to the preparation and drafting of Power Sales Agreements or Transmission Services Agreements on behalf of Project Element Participants identified in Exhibit C hereto, performed after January 9, 2006 by the Project Manager in its capacity as Project Manager or by SCPPA or any other person or entity, in connection with this Project or any Project Element and approved by the Project Manager, SCPPA or the Coordinating Committee. (including, but not limited to, Power Sales Agreement

Costs incurred prior to the effective date of this Agreement).

6.5 Costs Not Part of Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs. Costs incurred by any Participant which are not attributable to Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and which shall not be shared by the Participants, are as follows:

6.5.1 Except as provided in Section 6.5.5 herein, costs of studies conducted by any Participant or Project Element Participant to determine for that Participant or Project Element Participant the usefulness, economics, and feasibility of proceeding with the Project or any Project Element

6.5.2 Costs incurred by each Participant associated with the negotiation of the Project Agreements.

6.5.3 Costs incurred by each Participant in all functions of the Coordinating Committee, or any other committees established pursuant to this Agreement.

6.5.4 Costs incurred by any requesting Participants to conduct an interim audit pursuant to Section 6.7 herein.

6.5.5 Notwithstanding the provisions of Section 6.5.1 herein, a Participant or Project Element Participant, as the case may be, may be reimbursed for out of pocket costs associated with any study which might otherwise

fall under Section 6.5.1, (a) with the written consent of all Participants that would be liable to pay a share of such costs under this Agreement, or (b) if the Coordinating Committee determines that such a study is being or has been shared with the other Participants or Project Element Participants, is materially beneficial or materially useful to other Participants in evaluating the feasibility or economic viability of the Project or a Project Element, as the case may be, and that reimbursement of the Participant bearing the cost of the study is appropriate. A Participant's out-of-pocket costs incurred for such a study shall not be subject to reimbursement by action of the Coordinating Committee under subsection (b) of this Section 6.5.5 unless the Participant bearing the costs presents its request to share these costs to the Coordinating Committee not later than sixty (60) days from the date of completion of the study, or in the case of a study completed prior to the date of this Agreement not later than April 30, 2006. A Coordinating Committee determination to reimburse a Participant or Project Element Participant pursuant to this Section 6.5.5 shall be in accordance with the voting procedures set forth in Section 8 herein.

- 6.6 Final Audit of Development Work Costs. The Coordinating Committee, acting through an appointed audit committee, shall conduct, or cause to be conducted by the audit committee, an outside auditing firm or an individual, a final audit of all Development Work Costs, including Development Work Costs incurred prior to

the effective date of this Agreement, upon determination of the Coordinating Committee that the Development Work (or substantially all of the Development Work) is complete or upon termination of this Agreement. Costs incurred for final audit of Development Work Costs shall be paid by the Project Participants in proportion to their respective Development Work Cost Shares (as such Development Work Cost Shares may be adjusted pursuant to this Agreement) whether or not this Agreement shall have terminated, pursuant to Section 21.2 herein, by the time such audit is completed. Within thirty (30) days following completion of such final audit, a report of total audited costs expended under this Agreement shall be submitted by the Project Manager to each Party. Each Participant shall settle any balance of any amount owed within thirty (30) days of the receipt of such a final audit, or be reimbursed by or at the direction of the Project Manager from moneys received from Participants for any credit, in accordance with such audit.

6.7 Interim Audit of Development Work Costs. Upon the request of one or more Participants, the Coordinating Committee, acting through an appointed audit committee, shall conduct, or cause to be conducted by the audit committee, an outside auditing firm or an individual, one or more interim audits of all Development Work Costs expended to the date of the interim audit, including Development Work Costs incurred prior to the effective date of this Agreement. Costs incurred for any such interim audit shall be paid by only the Participant, or Participants, requesting the interim audit and, notwithstanding anything to the contrary in this Agreement, any such costs shall not constitute Development Work

Costs. Within thirty (30) days following completion of an interim audit, a report of audited costs expended under this Agreement to the date of the interim audit shall be submitted by the Project Manager to all Parties.

7. PAYMENT OF DEVELOPMENT WORK COSTS, FINANCING COSTS AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COSTS.

7.1. Payment of Costs. Except as otherwise provided in Section 5.4.8 herein, by the sixteenth (16th) day of the following month or within twenty (20) days after receipt of an invoice for Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs, as applicable, furnished pursuant to Section 5.4.8 herein, whichever is later, each Participant in Exhibit A hereto shall pay to SCPPA its Development Work Cost Share of the Estimated Monthly Development Work Costs, each Participant identified in Exhibit B hereto shall pay to SCPPA its Financing Cost Share of the Estimated Monthly Financing Costs, and each Participant identified in Exhibit C hereto shall pay to SCPPA its Power Sales Agreement/Transmission Services Agreement Cost Share of the Month Estimated Power Sales Agreement/Transmission Services Agreement Costs, as applicable. All such amounts so paid, other than amounts reimbursed to the Project Manager and SCPPA pursuant to Sections 6.4.1.3, 6.4.1.10 and 6.4.3.1 herein, shall be expended by, or as directed by, the Project Manager in accordance with the terms of this Agreement.

7.2. Submission of Invoices as Provided in Sections 6.4.1.3, 6.4.1.10 and 6.4.3.1. Within fifteen (15) days after the effective date of this Agreement, the Project Manager shall submit or cause to be submitted invoices to each Participant in

Exhibit A hereto for its Development Work Cost Share of Development Work Costs, to each Participant identified in Exhibit B hereto for its Financing Cost Share of Financing Costs and to each Participant identified in Exhibit C hereto for its Power Sales Agreement/Transmission Services Agreement Cost Share of Power Sales Agreement/Transmission Services Agreement Costs paid by LADWP and SCPPA prior to the effective date of this Agreement, as provided in Section 6.4.1.3, 6.4.1.10 and 6.4.3.1 herein. Said invoices shall be paid within twenty (20) days after receipt thereof.

- 7.3. Payment of Invoices. Each Participant shall make payment of invoices hereunder to SCPPA, on behalf of the Participant, at the following address:

Southern California Public Power Authority  
225 South Lake Avenue  
Suite 1250  
Pasadena, California 91101

SCPPA shall deposit all such payments made to it in a separate account. All payments from such account shall be made by SCPPA upon the direction of the Project Manager (or its agent) or as otherwise authorized by the Coordinating Committee.

- 7.4. Interest on Late Payments. Invoices not paid in full by the due date shall thereafter bear an additional charge on the unpaid portion at the “reference rate” of interest, plus two percent (2%), established by the Bank of America, or its successor, or the maximum interest rate allowable by law, if it is less, and shall be

computed based on the actual number of days elapsed from the due date to the date payment is received.

7.5. Disputed Invoices. If any portion of an invoice is disputed, the total invoice, including the disputed amount, shall be paid to SCPPA when due and under protest. If the disputed amount is found to be incorrect by the Coordinating Committee, such amount shall be refunded by or on behalf of the Project Manager to the protesting Participant or its successor. Interest shall be paid on such refunded amounts at the same rate that SCPPA received with respect to such refunded amounts during such times as SCPPA was receiving interest on said refunded amounts. Payments not made under protest shall be deemed to be correct, except to the extent that audits may reveal overpayments or underpayments by a Participant.

7.6. Adjustments to Billings. Adjustments to billings resulting from an audit described in Section 7.5 herein shall be made within thirty (30) days of resolution.

## 8. COORDINATING COMMITTEE.

8.1. Formation. To provide management direction for the Project Manager and to secure the effective cooperation and interchange of information among the Parties in connection with various administrative, technical and other matters that may arise from time to time in connection with the Development Work and Financing Work, there shall be established under this Agreement, the Coordinating Committee.

8.1.1. Each Participant and SCPPA shall appoint a representative and shall designate such representative within ten (10) days after execution of this Agreement (or within ten (10) days of any assignment pursuant to Section 18 of this Agreement) by giving notice to the other Parties of such designation. Each Party may, by giving notice to the other Parties, designate an alternate to act as its representative on the Coordinating Committee in the absence of the regular member or to act on specified occasions with respect to specified matters; such notice to be effective, however, only if given not later than the first meeting of the Coordinating Committee at which such alternate shall attend. The Chairperson of the Coordinating Committee shall be the representative of the Project Manager. Such Chairperson shall be responsible for calling and presiding over meetings of the Coordinating Committee. The Chairperson may call a meeting of the Coordinating Committee at the request of any representative on the Coordinating Committee. The Chairperson shall promptly call a meeting of the Coordinating Committee at the request of representatives on the Coordinating Committee, or their designated alternates, who are entitled in the aggregate, to votes totaling the number of votes required to take action on the matter before the Coordinating Committee. Notwithstanding anything to the contrary in this Agreement, the representative of SCPPA on the Coordinating Committee shall not be entitled to vote on any matter.



8.1.2. Unless a Coordinating Committee vote is one which affects the Project as a whole, each member of the Coordinating Committee shall only be entitled to vote with respect to those Project Elements in which the member is a Project Element Participant. Each Project Element Participant shall have a weighted vote in proportion to its Entitlement Share in the particular Project Elements to which the vote is addressed. Should a Coordinating Committee decision address the Project as a whole as opposed to a Project Element or Project Elements each Participant represented on the Coordinating Committee shall be entitled to a weighted vote equal to the proportion which the Entitlement Shares belonging to that Participant in all Project Elements bears to the sum of all Participant Entitlement Shares in all Project Elements. In addition to any other voting requirements imposed by this Agreement, except as provided in Section 8.1.3, and 8.1.4 all actions or decisions by the Coordinating Committee with respect to Development Work concerning the Project or any Project Element shall be by agreement of at least the Required Concurrence of the applicable Participants or Project Element Participants entitled to vote on the matter based on Development Work Cost shares as set forth in Exhibit A. Any vote of the Coordinating Committee may be taken in an assembled meeting or by telephone, facsimile transmission, telegraph, telex, letter or by any combination thereof, to the extent permitted by law, provided that if taken by telephone, a written record shall thereafter be made as soon as possible by the Chairperson of the Coordinating

Committee or by the person designated by the Chairperson to make such record. If a Participant is thirty (30) days or more delinquent in its payment of Development Work Costs, Financing Costs or Power Sales Agreement/Transmission Services Agreement Costs its representative on the Coordinating Committee shall not be entitled to vote for so long as such delinquency continues, and all votes taken while such delinquency continues shall be adjusted to eliminate the voting percentage of the Participant in default.

- 8.1.3. All actions or decisions relating to Financing Work by the Coordinating Committee shall be by the agreement of at least the Required Concurrence of the Participants entitled to vote with respect to the applicable Project Element as identified in Exhibit B hereto, based on Financing Cost Shares. Any vote of the Coordinating Committee may be taken in an assembled meeting or by telephone, facsimile transmission, telegraph, telex, letter or by any combination thereof to the extent permitted by law, provided that if taken by telephone, a written record shall thereafter be made as soon as possible by the Chairperson of the Coordinating Committee or by the person designated by the Chairperson to make such record. If a Participant is thirty (30) days or more in default in its payment of Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs or Financing Costs, its representative on the Coordinating Committee shall not be entitled to vote for so long as such

default continues, and all votes taken while such default continues shall be adjusted to eliminate the voting percentage of the Participant in default.

8.1.4. All actions or decisions relating to Power Sales Agreement/Transmission Services Agreement Work by the Coordinating Committee shall be by the agreement of at least the Required Concurrence of the Participants entitled to vote with respect to the applicable Project Element as identified in Exhibit C hereto, based on Power Sales Agreement/Transmission Services Agreement Cost Shares. Any vote of the Coordinating Committee may be taken in an assembled meeting or by telephone, facsimile transmission, telegraph, telex, letter or by any combination thereof to the extent permitted by law, provided that if taken by telephone, a written record shall thereafter be made as soon as possible by the Chairperson of the Coordinating Committee or by the person designated by the Chairperson to make such record. If a Participant is thirty (30) days or more in default in its payment of Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs or Financing Costs, its representative on the Coordinating Committee shall not be entitled to vote for so long as such default continues, and all votes taken while such default continues shall be adjusted to eliminate the voting percentage of the Participant in default.

8.1.5. Each Party shall promptly give notice to the other Parties of any change in the designation of its representative or alternate representative on the Coordinating Committee and any other committee. Any such notice shall

be effective if given not later than the first meeting of the Coordinating Committee or other committee at which such new representative or alternate representative will attend.

8.2 Duties and Responsibilities of the Coordinating Committee. The Coordinating Committee shall have the following duties and responsibilities, among others:

8.2.1 Monitor the continuation and completion of Development Work and Financing Work.

8.2.2 Provide liaison among the Parties and the Project Manager with respect to Development Work and Financing Work.

8.2.3 Exercise general supervision over the committees established pursuant to Section 8.4 herein.

8.2.4 Review, discuss and attempt to resolve any disputes relating to the Project or any Project Element among Parties or among Parties and the Project Manager.

8.2.5 Make recommendations to the Project Manager with respect to Development Work and Financing Work.

8.2.6 Review written statistical and administrative reports and information and other similar reports and records furnished to the Coordinating Committee by the Project Manager.

- 8.2.7 Review and take such action as is appropriate with respect to all proposed budget revisions prepared and submitted by the Project Manager.
- 8.2.8 Review and act upon revisions recommended by the Project Manager with respect to the description of the Project and the description of each Project Element, which revisions shall be in accordance with Prudent Utility Practice.
- 8.2.9 Review and act upon other recommendations of the Project Manager.
- 8.2.10 Review and act upon all contracts or contract amendments negotiated and arranged for by the Project Manager which relate to Development Work or Financing Work.
- 8.2.11 Review and act upon all proposed amendments to this Agreement and, if the Coordinating Committee approves such amendment or amendments, provide for the forwarding of same to the Parties for their consideration and, if necessary, their approval.
- 8.2.12 Review and act upon the Project schedules and cost estimates.
- 8.2.13 Review and approve the form of each Project Agreement with respect to the Project and each Project Element prior to the circulation thereof for execution pursuant to Section 12 thereof.
- 8.2.14 Review and act upon proposed renewable resource procurement arrangements, purchases and acquisitions and any Acquisition or related

facilities recommended by the Project Manager to be acquired by Project Participants in accordance with Prudent Utility Practice.

8.2.15 Review and act upon any litigation or potential litigation, including the settlement thereof, relating to Development Work, Financing Work or relating to the Project or any Project Element.

8.2.16 Arrange as necessary for the financing of the costs, as applicable, of each Project Element (or of SCPPA's ownership interest therein) for the Participants as identified on Exhibit B hereto.

8.2.17 Arrange as necessary for the financing of costs, as applicable, of each Project Element for Participants identified on Exhibit B hereto, including the pledging of, and the imposition of a lien upon, the amounts collected from such Participants pursuant to this Agreement. (other than amounts reimbursed to the Project Manager and SCPPA pursuant to the provisions of this Agreement) for the purpose of securing any obligation incurred by SCPPA or the Project Manager for the purpose of paying such costs payable by the Participants identified on Exhibit B hereto.

8.2.18 Review and act upon the contracts arranged and negotiated by the Project Manager pursuant to Section 5.4.12 here.

8.2.19 Perform such other functions and duties as are reposed in it or assigned to it by this Agreement.

8.3 Arranging for Audits of Project Manager's Records. The Coordinating Committee shall arrange for audits of the books and cost records of the Project Manager and any cost reimbursable consultant or contractor, relating to the performance of Development Work.

8.4 Establishment of Other Committees. The Coordinating Committee may establish other committees, including, but not limited to, auditing, legal, financial, engineering, operating, insurance, environmental and public information committees. The Coordinating Committee shall establish the authority, membership, rules and duties of each committee, and each such committee shall be subject to the provisions of this Agreement. Each such committee shall be responsible to the Coordinating Committee.

8.5 Limited Authority of Coordinating Committee to Amend Agreement.

8.5.1 Exhibit A, B and C herein may be amended by the Coordinating Committee to reflect revisions in participation, revisions in generation or transmission shares, proportions, percentages or capacity and the addition of new Project Elements. The budget with respect to any Project Element approved by the Coordinating Committee may be amended by the Coordinating Committee, provided that the cumulative total for the Project and all Project Element budgets shall not exceed the Project Maximum as set forth in Sections 4.30 and 6.1

herein. Each such amendment or addition to Exhibit A, B and C shall be supplied to each Participant.

8.5.2 With the exception of Sections 4.17, 6.1, 6.2, 8.5.1, 10.5, 11.4, 11.5, 14.4 and 18 herein, this Agreement may only be amended as provided in Section 19.6 herein. Except as provided herein, neither the Coordinating Committee nor any of its appointed committees shall have authority to amend this Agreement.

8.6 Written Records to be Kept. All actions, resolutions, determinations and reports made by the Coordinating Committee as required by this Agreement shall be set forth in its minutes, except when made by telephone pursuant to Section 8.1.2 and 8.1.3, as applicable, here, whereupon a written record thereof shall be made thereafter as soon as possible as provided in Section 8.1.2 and 8.1.3, as applicable, herein or as provided by law..

8.7 Costs Incurred by Representatives of Participants. Any expenses incurred by any representative of any Participant serving on the Coordinating Committee or any other committee in connection with his or her duties on the Coordinating Committee or any other committee shall be paid by the Participant and except in the case of Project audits (other than Project audits conducted pursuant to Section 6.8 here) shall not be included as Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs and Financing Costs.

## 9. OBLIGATIONS OF THE PARTIES.



- 9.1. Furnishing Studies to Parties. Upon completion of the Development Work and Financing Work, the Project Manager to the extent and in the manner permitted by agreements with third parties shall furnish to each Party copies of reports and studies related to the Development Work and Financing Work in addition to those described in Section 5.4.18 herein..
- 9.2. Participants' Obligations Several and Unconditional; No Release of Project Manager from Its Obligations; Action by Parties Against Third Parties or Under this Agreement. The obligation of each Participant to make payments under this Agreement is a several obligation and not a joint obligation with the other Participants, and such obligation is absolute and unconditional, irrespective of any rights of setoff or counterclaim each Participant might otherwise have against any other Participant or against the other Participants. No Participant shall fail or refuse to make such payments. This provision shall not be construed to release any Participant from the performance of any of its obligations or undertakings contained in this Agreement or to release the Project Manager from any of its obligations or undertakings, or, except to the extent provided in this Section, prevent or restrict any Party at its own costs and expense, from prosecuting or defending any action or proceeding against or by third parties or taking any other action to secure or protect its rights under this Agreement; provided, however, that any costs incurred by SCPPA in prosecuting or defending any such action or proceeding or taking any other action to secure or protect its rights under this Agreement shall be identified by the Project Manager as Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs or

Financing Costs, which shall be paid by the appropriate Participants, as incurred by SCPPA, based upon their respective Development Work Cost Shares, Power Sales Agreement/Transmission Services Agreement Costs Shares or Financing Costs Shares, as applicable.

9.3. Project Manager to Enforce this Agreement; Payment of Expenses in Respect of Such Enforcement or Defense of Actions Thereunder. The Project Manager shall at all times take or cause to be taken all reasonable measures permitted by law or in equity (i) to collect and enforce prompt payment of all payments required to be made under this Agreement and (ii) to otherwise enforce the provisions of, and comply with its obligations under, this Agreement. All reasonable costs and expenses (including attorneys' fees) incurred by the Project Manager with respect to the preceding sentence shall be Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs or Financing Costs set forth in Section 9.2 of this Agreement and shall be paid or reimbursed to the Project Manager by the Participants based upon their respective Development Work Cost Shares or Financing Cost Shares, as applicable.

9.4. Parties to Furnish Information. In addition to its obligation to provide information to the Project Manager as provided in Section 5.3 herein, each Party agrees that it will cooperate fully with the Project Manager and any regulatory authority, as required, in connection with obtaining permits, licenses, entitlements and approvals pursuant to Section 5.4.1 herein. Such cooperation shall include, but not be limited to, the furnishing of necessary financial, operational and other information of the Party as related to the Project. The cost of furnishing such

information by any Participant shall be the sole responsibility of such Participant and shall not constitute Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs or Financing Costs.

## 10. WITHDRAWAL.

10.1. Withdrawal of Project Element Participant. Within thirty (30) days of the effective date of a Project Element Participant's withdrawal, as provided in Section 6.1.2, 6.1.4 or 6.1.6 herein, the Coordinating Committee shall meet to discuss the withdrawal, its impact upon the Project Element and the potential assumption by the non-withdrawing Project Element Participants of the withdrawing Participant's Development Work Cost Share, Financing Cost Share and Power Sales Agreement/Transmission Services Agreement Cost Share as applicable. Within ten (10) business days of any such withdrawal, the Project Manager shall give written notification of such withdrawal to each non-withdrawing Participant.

10.2. Termination of Rights of Withdrawing Participant. As of the date of withdrawal, a withdrawing Project Element Participant shall no longer have any rights with respect to the applicable Project Element (except as may be provided in Section 5.4.21) or applicable Project Element obligations under this Agreement and shall no longer be considered to be a Project Element Participant in that Project Element under this Agreement, except that any payment obligations of such Project Element Participant due to Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs as set forth

in Section 10.7 herein, shall continue until satisfied, and the withdrawing Project Element Participant shall be entitled to access to and, upon request, receive copies of documents relating to Development Work and Financing Work, as applicable, dated not later than the date of such Project Element Participant's withdrawal.

10.3. Voluntary Assumption of Development Work Cost Shares. Each non-withdrawing Project Element Participant in the applicable Project Element and any other Participant may request, within thirty (30) days (or such longer period as may be authorized by the Coordinating Committee) after the Project Manager has sent the notification required by Section 10.1 herein, to assume all or a portion of the withdrawing Project Element Participant's Development Work Cost Share for the Project Element. If more than the total amount of the withdrawing Project Element Participant's Development Work Cost Share is requested to be assumed by non-withdrawing Project Element Participants in the applicable Project Element, the withdrawing Project Element Participant's Development Work Cost Share shall be allocated pro rata, either based upon the amounts requested or as otherwise determined by the Coordinating Committee, to the requesting Project Element Participants, and such allocation shall be deemed to be effective as of the date of withdrawal of the withdrawing Project Element Participant.

10.4. Non-Assumption of Development Work Cost Shares. If the amount of the withdrawing Participant's share voluntarily assumed by the non-withdrawing Participants is less than 100% of the withdrawing Participant's Development Work Cost Share, each remaining non-withdrawing Participant shall not be

obligated to assume the balance of the withdrawing Participant's Development Work Cost Share.

10.5. Adjustment of Development Work Cost Shares, Financing Cost Shares, and Power Sales Agreement/Transmission Services Agreement Cost Shares. In accordance with Sections 10.3 and 10.4 herein, each non-withdrawing Participants' Development Work Cost Share, Financing Cost Share, and Power Sales Agreement/Transmission Services Agreement Cost Share stated in Exhibits A, B, and C respectively, shall be deemed to be adjusted without further action and shall be amended, accordingly.

10.6. No Reimbursement of Costs to Withdrawing Participant. A Participant withdrawing pursuant to Section 6.1.2, 6.1.4 or 6.1.6 shall not be entitled to reimbursement from any non-withdrawing Participants of Development Work Costs, Power Sales Agreement/Transmission Services Agreement Costs and Financing Costs.

10.7. Withdrawing Project Element Participant's Continuing Obligation to Pay Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs.

10.7.1. A Project Element Participant withdrawing pursuant to Section 6.1.2, 6.1.4 or 6.1.6 herein, prior to the election to participate in the Project as set forth in Section 11.2 herein is responsible and obligated to pay its full Development Work Cost Share of all Development Work Costs, full Financing Cost Share of Financing Costs and full Power Sales

Agreement/Transmission Services Agreement Costs, caused or incurred by reason of its participation or involvement with the Project or any Project Element or in any manner attributable to, arising out of, or associated with its participation. Any outstanding payment obligations of such Participant due to Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs shall continue until satisfied.

- 10.8. Withdrawal from a Project Element not to Constitute Withdrawal from the Project. Unless a withdrawing Project Element Participant affirmatively elects otherwise, the withdrawal from a Project Element does not constitute a withdrawal from the Project. A Participant which is not a Project Element Participant in any Project Element shall not be entitled to vote with respect to any matter including matters set forth in Section 14.1 herein.

11. ELECTION TO PARTICIPATE IN PROJECT; PROJECT ADJUSTMENTS.

- 11.1. Notification of Results of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work; Condition Precedent to Right to Participate in the Project.

11.1.1. Based upon the results of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work and a determination by the Coordinating Committee that the Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work (or substantially all of the Development Work,

Financing Work and/or Power Sales Agreement/Transmission Services Agreement Work) associated with the Project or a Project Element, as applicable, are complete and that a Project Element should proceed, the Coordinating Committee shall review as soon as practicable and act upon (i) the description of the Project Element and (ii) the proposed schedule and cost estimate for all further measures associated with the procurement, purchase and/or Acquisition of the Project Element and for otherwise bringing the complete Project Element to fruition.

11.1.2. The Project Manager, within ten (10) business days following the Coordinating Committee's approval of (i) the description of the Project Element and (ii) the proposed schedule and cost estimate for the procurement, purchase and/or Acquisition of the Project Element or the costs for otherwise bringing the Project Element to fruition, shall notify each Party in writing of the completion of Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work for the Project Element and of the results thereof. If it has not been previously furnished, such notification shall be accompanied by a report of the results of the Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work.

11.2. Exercise of Right to Participate in Project Element. After notification with respect to a Project Element, pursuant to Section 11.1.2 herein, each Project Element Participant in each Project Element shall be required to elect whether or not it wishes to participate in the Project Element. Each Project Element

Participant has the right to elect to participate in an amount up to its Production Capacity and Entitlement Share in each Project Element as reflected in Exhibit A hereto, and may request additional Production Capacity subject to the availability of Production Capacity from other non-electing Project Element Participants and Section 11.4 herein. Written notification of such election (“Elected Amount”) shall be sent by each Project Element Participant to the Project Manager and SCPPA within thirty (30) days (or such longer period as may be authorized by the Project Manager or the Coordinating Committee) after the Project Manager has sent the notification required by Section 11.1.2 herein, to each Party. Upon receipt of the Project Manager and SCPPA of the written notification from each Project Element Participant pursuant to this Section 11.2, the Development Work Cost Share, Financing Cost Share, and Power Sales Agreement/Transmission Services Agreement Cost Share shall be adjusted appropriately to reflect the Elected Amount.

- 11.3. Decreasing Project’s Aggregate Production Capacity. In the event that one or more Participants elect not to participate in a Project Element or elect to participate in an amount less than their respective Entitlement Share or Development Work Cost Shares for that Project Element, then a Coordinating Committee comprised of Project Element Participants in that Project Element may seek to decrease the respective Project Element’s aggregate Production Capacity, if possible and practical, to equal the aggregate Elected Amounts and, if so decreased, the Development Work Cost Share, Financing Cost Share, and Power



Sales Agreement/Transmission Services Agreement Cost Share shall be adjusted appropriately to reflect the Elected Amounts.

- 11.4. Increasing Project's Aggregate Production Capacity. In the event that the aggregate Elected Amounts attributable to a Project Element pursuant to Section 11.2 exceed the aggregate Production Capacity of the Project Element as set forth in Exhibit A hereto, then a Coordinating Committee comprised of the Project Element Participants in that Project Element may seek to increase the respective Project Element's aggregate Production Capacity, if possible and practical, to equal the aggregate Elected Amounts and, if so increased, the Development Work Costs Share, Financing Cost Share and Power Sales Agreement/Transmission Services Agreement Cost Share shall be adjusted to appropriately reflect the Elected Amounts.
- 11.5. The total cumulative cost limit for all work under this Agreement may be modified upon the unanimous consent of all Project Participants in all Project Elements, subject, if necessary, to authorization of their respective governing bodies. If after an election pursuant to this Section 11 the Project Element's aggregate Production Capacity is increased or decreased pursuant to this Section 11, then the Development Work Cost Share, Financing Cost Share, and Power Sales Agreement/Transmission Services Agreement Cost Share shall be adjusted appropriately to reflect the Elected Amounts
- 11.6. Adjustment of Development Work Cost Shares, Financing Cost Shares and Power Sales Agreement/Transmission Services Agreement Costs. Immediately following

any adjustment in Development Work Cost Shares, Financing Cost Shares and Power Sales Agreement/Transmission Services Agreement Cost Share pursuant to Sections 11.3 and 11.4 here, Exhibits A, B and C hereto and as applicable, shall be deemed to be amended without further action to reflect such adjustment.

11.7. Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs are not Reimbursable.

Participants that elect not to participate in a Project Element in any amount pursuant to Section 11.2 herein (the “Non-Electing Participants”) shall not be entitled to reimbursement of the respective Development Work Costs, Financing Costs or Power Sales Agreement/Transmission Services Agreement Costs attributable to, arising out of or in any manner caused by or associated with their previous participation in the Project Element. Any outstanding payment obligations of such Non-Electing Participants due to Development Work Costs, Financing Costs and Power Sales Agreement/Transmission Services Agreement Costs shall continue until satisfied.

11.8. Requirement to Participate in Project Acquisitions. Each Project Element

Participant electing to participate in a Project Element pursuant to this Section 11 agrees that it will proceed with the Project Element and participate in all purchase, procurement or Acquisition related transactions approved by the Coordinating Committee with respect to that Project Element as provided in Section 8.1.2 herein on a pro-rata basis based on its Entitlement Share, Development Work Cost Share, Financing Cost Share or Power Sales Agreement/Transmission

Services Agreement Cost Share, as the case may be, as adjusted in accordance with the provisions of this Section 11.

12. EXECUTION OF PROJECT AGREEMENTS.

As soon as practicable after the election procedures pursuant to Section 11 herein have been completed, the Project Manager shall complete for execution by the Project Participants and the other parties thereto, those Project Agreements to which the respective Project Participants will be parties reflecting in the applicable Project Agreements (i) the Project participation shares of each Project Participant with respect to each Project Element based upon its Development Work Cost Share and (ii) such other matters as shall be necessary or desirable to complete said Project Agreements including, without limitation, a detailed description of the Project and the respective Project Element as then proposed. The Project Manager shall, as soon as practicable after such completion for execution, deliver to each Project Participant two execution copies of each of the Project Agreements to which they are parties and as many counterpart signature pages of such Project Agreements as there are Project Participants. Each Project Participant shall be required to execute and deliver to the Project Manager one executed copy and the transmitted number of counterpart signature pages within forty-five (45) days (or such other period as shall be authorized by the Coordinating Committee) after receipt thereof. In the written notice of a Project Participant to the Project Manager provided for by Section 11.2 herein, the Project Participant shall specify all required local, state and Federal regulatory authorizations and approvals required for it to execute each of the respective Project Agreements to which it is a party. Each Project Participant hereby agrees that it will use its best efforts to obtain all such authorizations and

approvals as promptly as possible. In addition, as soon as practical after the election procedures pursuant to Section 11 herein have been completed, the Project Manager shall circulate for execution each of the respective Project Agreements then available (which may include Project Agreements to which Participants may not be parties), with such execution to be completed (except as otherwise determined by the Coordinating Committee) not later than the date the Project Agreement providing for Project participation shares is to be fully executed pursuant to this Section 12.

13. LIABILITY.

13.1. Limitation on Liability. Except for damage or loss resulting from Willful Action in connection with the performance or nonperformance of this Agreement and subject to the provisions of Section 13.3 herein, a Participant, its members, directors, members of its governing body or bodies, officers or employees shall not be liable to any other Participant for any loss or damage not covered by insurance and resulting from Development Work, Financing Work or nonperformance of its obligations under this Agreement other than obligations of Participants to pay money which have become due. It is hereby recognized and agreed that the Project Manager, SCPPA, and SCPPA's directors, officers and employees shall not be individually liable with respect to any loss or damage not covered by insurance and resulting from Development Work, Financing Work or the performance or nonperformance of any obligation under this Agreement. The obligations of SCPPA under this Agreement shall never constitute a debt or indebtedness of SCPPA within the meaning of any provision or limitation of the

Constitution or statutes of the State of California and shall not constitute or give rise to a pecuniary liability of SCPA or a charge against its general credit.

13.2. Allocation of Costs to Discharge Liability.

13.2.1. The costs and expenses of discharging liability of one or more Parties to a person or entity other than a Party, resulting from Development Work, or the performance or nonperformance of any obligation under this Agreement and for which payment is not made by insurance, shall be allocated among all Participants in proportion to their respective Development Work Cost Shares. To the extent a Participant pays more than its Development Work Cost Share for costs and expenses under this Section 13.2.1, such Participant shall have a right of contribution against any Participant which has not paid its Development Work Cost Share of such costs and expenses to ensure allocation of costs and expenses as required by this Section 13.2.1.

13.2.2. Notwithstanding Section 13.2.1 herein, the costs and expenses of discharging liability of one or more Parties to a person or entity other than a Party, resulting from Financing Work under this Agreement and for which payment is not made by insurance, shall be allocated solely among the Participants identified on Exhibit B hereto as applicable, in proportion to their respective Financing Cost Shares. To the extent such Participant pays more than its Financing Cost Share costs and expenses under this Section 13.2.2, such Participant shall have a right of contribution solely

against any of the Participants identified on Exhibit B hereto, as applicable, which has not paid its Financing Cost Share of such costs and expenses to ensure allocation of costs and expenses as required by this Section 13.2.2.

13.3. Indemnification for Willful Action. Each Party shall be responsible for the consequences of its own Willful Action in connection with the performance or nonperformance of this Agreement, Development Work and Financing Work, and shall indemnify and hold harmless the other Parties, their directors, members of their governing body or bodies, officers and employees from the consequences thereof to the extent allowed by law; provided, however, that notwithstanding anything to the contrary in this Agreement, any such Willful Action or breach of fiduciary obligation by SCPPA, its directors, officers or employees shall not require same to indemnify or hold harmless the other Parties, their directors, members of their governing bodies, officers or employees. Notwithstanding any other provision of this Agreement the Participants shall, to the extent allowed by law, indemnify and hold harmless the Project Manager, SCPPA, its directors, officers and employees for any liability and related expenses (including costs of attorneys) incurred and not covered by insurance resulting from Development Work, Financing Work, Power Sales Agreement/Transmission Services Agreement Work or performance or nonperformance of any provision of this Agreement. Nothing in this Section 13.3 shall require the Coordinating Committee to approve insurance covering the Willful Action or breach of fiduciary obligation of any Party.

13.4. Willful Action. For the purpose of this Section 13, Willful Action shall be defined as:

13.4.1. Action taken or not taken by or on behalf of a Party (including the Project Manager) at the direction of its members, directors, members of its governing body or bodies, officers or employees having management or administrative responsibility affecting its performance under this Agreement, which is any of the following:

13.4.1.1. Action which is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent or knowledge that injury or damage would result or would probably result there from.

13.4.2. The phrase “employees having management or administrative responsibility” as used in this Section 13.4 means the employees of a Party who are responsible for one or more of the executive functions of developing, organizing, coordinating, directing, controlling or supervising such Party’s performance under this Agreement with responsibility for results, but does not include any independent contractor.

13.4.3. Willful Action does not include any act or failure to act, which is merely involuntary, accidental or negligent.

13.5. No Relief of Insured Obligations. The provisions of this Section 13 shall not be construed so as to relieve any insurer of its obligation to pay any insurance

proceeds in accordance with the terms and conditions of a valid and collectible insurance policy.

14. DEFAULT.

14.1. Notice of Default. If a Party is of the opinion that another Party is in default under this Agreement, the Party having that opinion may give written notice to all other Parties of the alleged default. Within fifteen (15) days after such written notice has been given, the Coordinating Committee shall meet to attempt to resolve the matter. If no such resolution is achieved within fifteen (15) days after the meeting of the Coordinating Committee, the Coordinating Committee shall determine the existence and nature of the alleged default by a vote taken in accordance with Section 8.1.2, excluding the alleged defaulting Party. Such a vote shall be deemed a vote affecting the Project as a whole. If it is determined by such vote (as adjusted to eliminate the voting percentage of the alleged defaulting Party) that a default exists, the Project Manager shall give written notice of such default to the defaulting Party by certified mail and shall send copies of such notification to each non-defaulting Party. Said notice shall include a demand to immediately cure the default.

14.2. Obligation to Cure Default. Subject to Section 14.3 herein, a defaulting Party to which notice was sent shall take all steps necessary to cure such default as promptly and completely as possible, but in no event later than thirty (30) days from the date of the notice unless such cure requires approval of a local, State or Federal regulatory body, in which case the thirty day cure period referenced in



this section 14.2 shall begin to run from the date of the approval or other applicable reviewing action of such local, State or Federal regulatory body.

- 14.3. Dispute of Alleged Default. In the event that any Party shall dispute the existence or nature of a default asserted in the notice given by the Project Manager pursuant to Section 14.1 herein, such Party shall pay the disputed payment or perform the disputed obligation but may do so under protest. Any such protest shall be promptly made in writing to the Coordinating Committee and shall specify the ground on which the protest is based. Copies of such protest shall be mailed at the same time by the protesting Party to all the other Parties.
- 14.4. Termination of Rights of Defaulting Participant. In the event that a Participant does not take all steps necessary to cure a default, including acting in accordance with Section 14.3 herein, then, thirty (30) days after the mailing of notice to such Participant in accordance with Section 14.1 herein if no cure has occurred (unless such cure requires approval of a local, State or Federal regulatory body, in which case the thirty day cure period referenced in this section 14.4 shall begin to run from the date of the approval or other applicable reviewing action of such local, State or Federal regulatory body) , the defaulting Participant shall no longer be considered to be a Participant or a Project Element Participant under this Agreement and all rights of the defaulting Participant shall terminate; provided however that any outstanding payment obligations of such defaulting Participant shall continue until satisfied.

14.4.1. Within thirty (30) days of the effective date of the termination of a Participant's rights and obligations as provided in Section 14.4 herein, the Coordinating Committee shall meet to discuss the termination, its impact upon the Project, the potential assumption by the non-defaulting Participants of the defaulting Participant's Development Work Cost Share, Financing Cost Share or Power Sales Agreement/Transmission Services Agreement Cost Share and other remedies such as reducing the size of the Project and/or the respective Project Element and the associated budget to completion to minimize the impact on non-defaulting Participants. Within ten (10) business days of any such termination, the Project Manager shall give written notification of such termination to each non-defaulting Participant.

14.4.2. Each non-defaulting Participant may request, within thirty (30) days (or such longer period as may be authorized by the Coordinating Committee) after the Project Manager has sent the notification pursuant to Section 14.4.1 herein, to assume all or a portion of the defaulting Participant's Development Work Cost Share, Financing Share or Power Sales Agreement/Transmission Services Agreement Share, as may be applicable. If more than the total amount of the defaulting Participant's Development Work Cost Share, Financing Share or Power Sales Agreement/Transmission Services Agreement Share in a Project Element is requested to be assumed by non-defaulting Participants, the defaulting Participant's Development Work Cost Share, Financing Cost Share or

Power Sales Agreement/Transmission Services Agreement share, as may be applicable, in the Project Element shall be allocated pro rata (based upon the amounts requested) to the requesting Participants, and such allocation shall be deemed to be effective as of the date of default of the defaulting Participant.

14.4.3. If the amount of the defaulting Participant's share voluntarily assumed by the non-defaulting Participants in a Project Element is less than 100% of the defaulting Participant's Entitlement Share or Development Work Cost Share in the Project Element, the Coordinating Committee shall, when possible and practical, reduce the aggregate Production Capacity of the respective Project Element to equal the voluntarily assumed Entitlement Share or Development Work Cost Shares and each Participant's Development Work Cost Share, Financing Cost Share, and Power Sales Agreement/Transmission Services Agreement Cost Share shall be adjusted accordingly. Immediately following any such adjustment in Development Work Cost Shares, Financing Cost Share, and Power Sales Agreement/Transmission Services Agreement Cost Share, Exhibit A, Exhibit B and Exhibit C hereto and as applicable, shall be modified accordingly and shall be deemed to be amended without further action.

14.4.4. The defaulting Participant shall not be entitled to reimbursement from any non-defaulting Participant of Development Work Costs, Financing Costs or Power Sales Agreement/Transmission Services Agreement Costs paid by the defaulting Participant.

15. ARBITRATION. If a dispute arises between any of the Parties under this Agreement, all of the disputing Parties may submit the dispute to such form of arbitration or alternative dispute resolution as they may agree.
16. RELATIONSHIP OF PARTIES. The covenants, obligations and liabilities of this Agreement are several and not joint or collective and nothing herein contained shall ever be construed to create an association, joint venture, trust, partnership or other legal entity or to impose a trust or partnership covenant, obligation of liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement; provided, however, that any liability incurred by SCPPA under this Agreement shall be treated as Development Work Costs, Power Sales Agreement Costs or Financing Costs, as applicable, which shall be paid or reimbursed by the Participants or the applicable Project Element Participants in the proportions of their respective Development Work Cost Share, Financing Cost Share, and Power Sales Agreement Cost Share, as applicable. No Party shall be under the control of or shall be deemed to control any other Party. Except as otherwise provided in this Agreement, no Party shall be the agent of or have a right or power to bind any other Party without its express written consent.
17. BINDING OBLIGATIONS. All of the obligations set forth in this Agreement shall bind the Parties and their successors and assigns.
18. ASSIGNMENT. A Participant may assign or convey all or part of its rights, interests and obligations under this Agreement to a third party (non Participant), provided that (i) the Coordinating Committee approves of such assignment, which such approval may be

withheld for any reason or no reason at all at the sole discretion of the Coordinating Committee and (ii) the remaining Participants, or any one or more of them, shall have the right of first refusal, as described in Section 18.1 herein. The Coordinating Committee may impose such conditions on its approval of an assignment as it, acting in its sole discretion, deems necessary or advisable to protect the interests of other Participants or SCPPA.

18.1. Prior to any third party assignment, the assigning Participant by United States Postal Service certified mail shall offer in writing to each of the remaining Participants its Development Work Cost Share upon the same terms and conditions provided to the third party. Upon receipt of such written offer each remaining Participant shall have 90 days in which to exercise its right of first refusal. Exercise of such right shall be in writing and communicated to the assigning Participant by United States Postal Service Certified Mail. If more than the total amount of the assigning Participant's Development Work Cost Share is requested to be assigned to remaining Participants, the assigning Participant's Development Work cost Share shall be allocated pro rata (based upon the amounts requested) to the remaining Participants, and such allocation shall be deemed effective upon compliance with Section 18.2 herein.

18.2. Any assignment shall not become effective until (i) the assignee assumes the assignor's rights, interests and obligations under this Agreement for the rights, interests and obligations so assigned and pays any amount (or the applicable portion thereof) then due and owing by the assignor under this Agreement (unless the assignor has agreed pursuant to the applicable assignment agreement to pay all

such amounts then due and owing by the assignor) and (ii) the assignee executes and delivers to the Project Manager a signature page to this Agreement in the form attached hereto as Exhibit F. Upon any such assignment and execution of this Agreement, the assignee shall become a Party to this Agreement and a Participant under this Agreement as of the effective date of the assignment. Immediately following such assignment and execution of this Agreement, the Project Manager promptly shall distribute to each Party (i) a copy of the signature page signed by the assignee, (ii) a revised cover page and page 1 of this Agreement that include the name of the assignee, (iii) a revised Exhibit A hereto, (iv) a revised Exhibit B, if applicable, (v) a revised Exhibit C, if applicable, and a Exhibit D and Exhibit E, if applicable, and (vi) the address of the assignee for purposes of Section 22.1 herein.

19. GENERAL PROVISIONS.

19.1. Waiver Not to Affect Subsequent Defaults. A waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any other or subsequent default or matter.

19.2. Execution in Counterparts. This Agreement may be executed in counterparts, and each Party shall deliver its executed counterparts to the Project Manager. All such counterparts, collectively, shall constitute but one and the same agreement.

19.3. No Rights in Third Parties or Duties Created. Except as provided in this Agreement, the Parties do not create any rights in or grant remedies to any third

party as a beneficiary of this Agreement or to create for the benefit of any third party any duty or standard of care by any covenant, obligation or undertaking established herein.

- 19.4. Headings Not Binding. The headings and captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- 19.5. Severability. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable in any respect, such determination shall not affect any other provision herein, which shall remain in full force and effect.
- 19.6. Amendments. Except as otherwise provided in Section 8.5 herein, this Agreement may be amended only by a written amendment signed by the Parties.
- 19.7. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to Development Work, Financing Work, Power Sales Agreement/Transmission Services Agreement Work and the Project and all Project Elements and supersedes any and all prior agreements, understandings and negotiations with respect to Development Work, Financing Work, Power Sales Agreement/Transmission Services Agreement Work and the Project and all Project Elements.
20. GOVERNING LAW. This Agreement shall be interpreted, governed by and construed under the laws of the State of California, as if executed and to be performed wholly within the State of California and venue shall be in Los Angeles County. The Parties

further agree that in any dispute arising from the terms of this Agreement that each Party shall bear its own attorney fees and costs.

21. EFFECTIVE DATE AND TERMINATION.

21.1 Effective Date. This Agreement shall become effective, as to the Parties having executed the same, when duly executed and delivered by SCPPA and at least one other Party to the same.

21.2 Termination.

21.2.1 This Agreement shall terminate upon the earliest of any of the following events: (i) pursuant to Section 21.2.2 herein; or (iii) upon the consummation of all Acquisitions, the execution of all Joint Ownership Agreement(s), if any, and all necessary Participation Agreements (other than any agreements for the financing of the Project that constitute Participation Agreements) to complete the Project and all Project Elements, except that any payment obligation hereunder (whether or not a billing statement has been received by the date of termination) and any right by SCPPA, the Project Manager or a Participant to receive reimbursement pursuant to Sections 6 herein, shall survive until satisfied.

21.2.2 This Agreement may be terminated at any time by agreement of all of the Parties or in such a manner as SCPPA and a Party may mutually agree, which agreement shall be approved by the Coordinating Committee. The vote of the Coordinating Committee with respect to such approval shall be



deemed a vote affecting the Project as a whole. Upon the agreement of all Parties or upon termination of this Agreement as to all Parties, (i) the Project Manager shall terminate all Development Work and Financing Work in an orderly manner, (ii) the Participants shall fulfill all obligations hereunder to pay for the costs incurred for Development Work, Financing Work and Power Sales Agreement/Transmission Services Agreement Work, as applicable and (iii) any payment obligation hereunder (whether or not a billing statement has been received by the date of termination) and any right by SCPPA, the Project Manager or a Participant to receive reimbursement pursuant to Sections 6 herein shall survive until satisfied.

21.2.3 Upon termination of this Agreement, the Project Manager shall retain in a reasonably accessible location all original reports, data and other documentation relating to Development Work and Financing Work for a period of three (3) years from the date this Agreement is terminated.

21.2.4 Upon termination of this Agreement, and for a period of three (3) years thereafter, each Party shall have full access to the Project files and records retained by the Project Manager and upon reasonable notification to the Project Manager may, at the requesting Party's sole expense and subject to any applicable confidentiality agreement governing the information, reproduce any or all of such Project files and records.

## 22. NOTICES.

22.1. Addresses for Notices. Any notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

City Clerk  
City of Anaheim  
200 South Anaheim Boulevard  
Anaheim, California 92805

with a copy to:

Anaheim Public Utilities Department  
General Manager  
201 South Anaheim Boulevard  
11<sup>th</sup> Floor  
Anaheim, California 92805

City of Azusa  
Director of Utilities  
City of Azusa Light and Water  
P.O Box 9500 (729 N. Azusa Ave.)  
Azusa, California 91702-9500

City of Banning  
Electric Utility Director  
P.O. Box 998 (176 E. Lincoln)  
Banning, California 92220

City of Burbank  
Burbank Water and Power  
General Manager  
164 West Magnolia Boulevard  
Burbank, California 91503

City of Colton  
Utility Director  
650 N. La Cadena Drive  
Colton, California 92324

City of Glendale  
Glendale Water and Power  
Director of Water and Power  
141 N. Glendale Avenue, 4<sup>th</sup> Level  
Glendale, California 91206-4496

Imperial Irrigation District  
Manager, Energy Department  
P. O. Box 937 ( 333 East Barioni Blvd.)  
Imperial, California 92251-0937

City of Los Angeles  
Los Angeles Department of Water and Power  
Attn: Randy S. Howard  
111 N. Hope Street  
JFB Room 921  
Los Angeles, California 90012

City of Pasadena  
General Manager  
Pasadena Water and Power Department  
150 South Los Robles Avenue  
Suite 200  
Pasadena, California 91101

City of Riverside  
Public Utilities Director  
Riverside Public Utilities Dept.  
3900 Main Street  
Riverside, California 92522

Sacramento Municipal Utility District  
General Manager  
6201 "S" Street  
Sacramento, CA 95817-1899

Southern California Public Power Authority  
Executive Director  
225 South Lake Avenue  
Suite 1250  
Pasadena, California 91101

- 22.2 Designation of Different Addresses and Persons. Any Party may, at any time, by written notice to the other Parties, designate different persons or different addresses for giving of notices hereunder.
23. INDEPENDENT DECISION OF PARTY. Each Party acknowledges that it is acting for its own account, has been represented by attorneys selected by it in connection with the negotiation and execution of this Agreement, and has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such attorneys and other advisers as it has deemed necessary. Such Party is not relying on any communication (written or oral) of any other Party or the Project Manager as advice or as a recommendation to enter into this Agreement. It being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered advice or a recommendation to enter into this Agreement. No communication (written or oral) received from any other Party or the Project Manager shall be deemed to be an assurance or guarantee as to the expected results of this Agreement. Such Party is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement and it is also capable of assuming, and assumes, the risks of this Agreement. Neither the Project Manager nor any Party is acting as a fiduciary for or an adviser to such Party in respect of this Agreement.
24. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same agreement.

25. SIGNATURE CLAUSE. IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement as of the date first above written, on behalf of the Party for which he or she signs.

Date: \_\_\_\_\_, 2004

CITY OF ANAHEIM

(Seal)

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2006

CITY OF AZUSA

(Seal)

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2006

CITY OF BANNING

(Seal)

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2006

CITY OF BURBANK

(Seal)

By \_\_\_\_\_

Attest:

Title \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

CITY OF COLTON

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

CITY OF GLENDALE

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

IMPERIAL IRRIGATION DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

CITY OF LOS ANGELES acting by and through its DEPARTMENT OF WATER AND POWER

By \_\_\_\_\_

Title \_\_\_\_\_

And

Secretary \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

CITY OF PASADENA

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

CITY OF RIVERSIDE

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

\_\_\_\_\_

SACRAMENTO MUNICIPAL UTILITY  
DISTRICT

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2006

(Seal)

Attest:

By \_\_\_\_\_

BILL D. CARNAHAN

Title Assistant Secretary

SOUTHERN CALIFORNIA  
PUBLIC POWER AUTHORITY

By \_\_\_\_\_

PHYLLIS E. CURRIE

Title President

**EXHIBIT A - PROJECT ELEMENT NO. 1**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 1**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	5.1440%	5.1440%
City of Colton			
City of Glendale	15.00 MW	15.4321%	15.4321%
City of Los Angeles	77.20 MW	79.4239%	79.4239%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	97.20 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.



**EXHIBIT A - PROJECT ELEMENT NO. 2**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 2**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	30.00 MW	28.9855%	28.9855%
City of Colton			
City of Glendale	15.00 MW	14.4928%	14.4928%
City of Los Angeles	58.50 MW	56.5217%	56.5217%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	103.50 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 3**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 3**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	15.00 MW	29.4118%	29.4118%
City of Colton			
City of Glendale			
City of Los Angeles	31.00 MW	60.7843%	60.7843%
City of Pasadena	5.00 MW	9.8039%	9.8039%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	51.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 4**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 4**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	4.0000%	4.0000%
City of Colton	3.00 MW	2.4000%	2.4000%
City of Glendale	5.00 MW	4.0000%	4.0000%
City of Los Angeles	71.00 MW	56.8000%	56.8000%
City of Pasadena	5.00 MW	4.0000%	4.0000%
City of Riverside			
Sacramento Municipal Utility District	36.00 MW	28.8800%	28.8800%
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	125.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 5**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 5**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	10.0000%
City of Colton			
City of Glendale			
City of Los Angeles	90.00 MW	90.0000%	90.0000%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	100.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 6**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 6**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	6.6667%	6.6667%
City of Colton			
City of Glendale			
City of Los Angeles	65.00 MW	86.6666%	86.6666%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District	5.00 MW	6.6667%	6.6667%
Total Project Element Participant Production Capacity and Aggregate Entitlement	75.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 7**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 7**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	50.00 MW	23.2558%	23.2558%
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	2.3256%	2.3246%
City of Colton	5.00 MW	2.3256%	2.3256%
City of Glendale			
City of Los Angeles	150.00 MW	69.7674%	69.7674%
City of Pasadena	5.00 MW	2.3256%	2.3256%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	215.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 8**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 8**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	10.0000%
City of Colton			
City of Glendale			
City of Los Angeles	85.00 MW	85.0000%	85.0000%
City of Pasadena	5.00 MW	5.0000%	5.0000%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	100.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 9**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 9**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	5.50 MW	57.8947%	57.8947%
City of Azusa			
City of Banning			
City of Burbank			
City of Colton			
City of Glendale			
City of Los Angeles			
City of Pasadena	4.00 MW	42.1053%	42.1053%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement	9.50 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.



**EXHIBIT A – PROJECT ELEMENT NO. 10**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 10**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	To be determined	Tbd	Tbd
City of Azusa	To be determined	Tbd	Tbd
City of Banning	To be determined	Tbd	Tbd
City of Burbank	To be determined	Tbd	Tbd
City of Colton	To be determined	Tbd	Tbd
City of Glendale	To be determined	Tbd	Tbd
City of Los Angeles	To be determined	Tbd	Tbd
City of Pasadena	To be determined	Tbd	Tbd
City of Riverside	To be determined	Tbd	Tbd
Sacramento Municipal Utility District	To be determined	Tbd	Tbd
Imperial Irrigation District	To be determined	Tbd	Tbd
Total Project Element Participant Production Capacity and Aggregate Entitlement	1,200	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT A – PROJECT ELEMENT NO. 11**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND DEVELOPMENT  
WORK COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 11**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Development Work Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	To be determined	Tbd	Tbd
City of Azusa	To be determined	Tbd	Tbd
City of Banning	To be determined	Tbd	Tbd
City of Burbank	To be determined	Tbd	Tbd
City of Colton	To be determined	Tbd	Tbd
City of Glendale	To be determined	Tbd	Tbd
City of Los Angeles	To be determined	Tbd	Tbd
City of Pasadena	To be determined	Tbd	Tbd
City of Riverside	To be determined	Tbd	Tbd
Sacramento Municipal Utility District	To be determined	Tbd	Tbd
Imperial Irrigation District	To be determined	Tbd	Tbd
Total Project Element Participant Production Capacity and Aggregate Entitlement	To be determined	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 1**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 1**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	5.1440%	No SCPPA financing
City of Colton			
City of Glendale	15.00 MW	15.4321%	No SCPPA financing
City of Los Angeles	77.20 MW	79.4239%	No SCPPA financing
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	97.20 MW	100.0000%	No SCPPA financing

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B - PROJECT ELEMENT NO. 2**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 2**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	30.00 MW	28.9855%	No SCPPA financing
City of Colton			
City of Glendale	15.00 MW	14.4928%	No SCPPA financing
City of Los Angeles	58.50 MW	56.5217%	No SCPPA financing
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	103.50 MW	100.0000%	No SCPPA financing

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 3**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 3**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	15.00 MW	29.4118%	29.4118%
City of Colton			
City of Glendale			
City of Los Angeles	31.00 MW	60.7843%	60.7843%
City of Pasadena	5.00 MW	9.8039%	9.8039%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity and Aggregate Entitlement and Financing Cost Shares	51.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 4**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 4**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	4.0000%	No SCPPA financing
City of Colton	3.00 MW	2.4000%	No SCPPA financing
City of Glendale	5.00 MW	4.0000%	No SCPPA financing
City of Los Angeles	71.00 MW	56.8000%	No SCPPA financing
City of Pasadena	5.00 MW	4.0000%	No SCPPA financing
City of Riverside			
Sacramento Municipal Utility District	36.00 MW	28.8800%	No SCPPA financing
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	125 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 5**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 5**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	No SCPPA financing
City of Colton			
City of Glendale			
City of Los Angeles	90.00 MW	90.0000%	No SCPPA financing
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	100.00 MW	100.0000%	No SCPPA financing

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 6**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 6**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	6.6667%	6.6667%
City of Colton			
City of Glendale			
City of Los Angeles	65.00 MW	86.6666%	86.6666%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District	5.00 MW	6.6667%	6.6667%
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	75.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.



**EXHIBIT B – PROJECT ELEMENT NO. 7**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 7**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	50.00 MW	23.2558%	23.2558%
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	2.3256%	2.2356%
City of Colton	5.00 MW	2.3256%	
City of Glendale			2.3256%
City of Los Angeles	150.00 MW	69.7674%	69.7674%
City of Pasadena	5.00 MW	2.3256%	2.3256%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Costs Shares	215.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 8**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 8**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	No SCPPA financing
City of Colton			
City of Glendale			
City of Los Angeles	85.00 MW	85.0000%	No SCPPA financing
City of Pasadena	5.00 MW	5.0000%	No SCPPA financing
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			No SCPPA financing
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	100.00 MW	100.0000%	No SCPPA financing

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 9**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 9**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	5.50 MW	57.8947%	No SCPPA financing
City of Azusa			
City of Banning			
City of Burbank			
City of Colton			
City of Glendale			
City of Los Angeles			
City of Pasadena	4.00 MW	42.1053%	No SCPPA financing
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Shares	9.50 MW	100.0000%	No SCPPA financing

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 10**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 10**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	To be determined	Tbd	Tbd
City of Azusa	To be determined	Tbd	Tbd
City of Banning	To be determined	Tbd	Tbd
City of Burbank	To be determined	Tbd	Tbd
City of Colton	To be determined	Tbd	Tbd
City of Glendale	To be determined	Tbd	Tbd
City of Los Angeles	To be determined	Tbd	Tbd
City of Pasadena	To be determined	Tbd	Tbd
City of Riverside	To be determined	Tbd	Tbd
Sacramento Municipal Utility District			
Imperial Irrigation District	To be determined	Tbd	Tbd
Total Project Element Participant Production Capacity, Aggregate Entitlement and Financing Cost Share	To be determined	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT B – PROJECT ELEMENT NO. 11**

**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND FINANCING COST SHARES IN RENEWABLE PROJECT ELEMENT NO. 11**

<u>Participant</u>	<u>Proposed Production Capacity</u>	<u>Entitlement Share</u>	<u>Financing Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	To be determined	Tbd	Tbd
City of Azusa	To be determined	Tbd	Tbd
City of Banning	To be determined	Tbd	Tbd
City of Burbank	To be determined	Tbd	Tbd
City of Colton	To be determined	Tbd	Tbd
City of Glendale	To be determined	Tbd	Tbd
City of Los Angeles	To be determined	Tbd	Tbd
City of Pasadena	To be determined	Tbd	Tbd
City of Riverside	To be determined	Tbd	Tbd
Sacramento Municipal Utility District	To be determined	Tbd	Tbd
Imperial Irrigation District	To be determined	Tbd	Tbd
Total Project Element Participant Production Capacity and Aggregate Entitlement and Financing Cost Share	To be determined	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 1**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES**  
**AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	5.1440%	5.1440%
City of Colton			
City of Glendale	15.00 MW	15.4321%	15.4321%
City of Los Angeles	77.20 MW	79.4239%	79.4239%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	97.20 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 2**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	30.00 MW	28.9855%	28.9855%
City of Colton			
City of Glendale	15.00 MW	14.4928%	14.4928%
City of Los Angeles	58.50 MW	56.5217%	56.5217%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	103.50 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 3**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	15.00 MW	29.4118%	29.4118%
City of Colton			
City of Glendale			
City of Los Angeles	31.00 MW	60.7843%	60.7843%
City of Pasadena	5.00 MW	9.8039%	9.8039%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	51.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.



**EXHIBIT C - PROJECT ELEMENT NO. 4**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES**  
**AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	4.0000%	4.0000%
City of Colton	3.00 MW	2.4000%	2.4000%
City of Glendale	5.00 MW	4.0000%	4.0000%
City of Los Angeles	71.00 MW	56.8000%	56.8000%
City of Pasadena	5.00 MW	4.0000%	4.0000%
City of Riverside			
Sacramento Municipal Utility District	36.00 MW	28.8800%	28.8800%
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	125.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 5**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	10.0000%
City of Colton			
City of Glendale			
City of Los Angeles	90.00 MW	90.0000%	90.0000%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	100.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 6**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES**  
**AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	6.6667%	6.6667%
City of Colton			
City of Glendale			
City of Los Angeles	65.00 MW	86.6666%	86.6666%
City of Pasadena			
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District	5.00 MW	6.6667%	6.6667%
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	75.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 7**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> MW*	<u>Entitlement Share</u> Percentage*	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> Percentage*
City of Anaheim	50.00 MW	23.2558%	23.2558%
City of Azusa			
City of Banning			
City of Burbank	5.00 MW	2.3256%	2.3256%
City of Colton	5.00 MW	2.3256%	2.3256%
City of Glendale			
City of Los Angeles	150.00 MW	69.7674%	69.7674%
City of Pasadena	5.00 MW	2.3256%	2.3256%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	215.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 8**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES**  
**AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim			
City of Azusa			
City of Banning			
City of Burbank	10.00 MW	10.0000%	10.0000%
City of Colton			
City of Glendale			
City of Los Angeles	85.00 MW	85.0000%	85.0000%
City of Pasadena	5.00 MW	5.0000%	5.0000%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	100.00 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 9**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES**  
**AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim	5.50 MW	57.8947%	57.8947%
City of Azusa			
City of Banning			
City of Burbank			
City of Colton			
City of Glendale			
City of Los Angeles			
City of Pasadena	4.00 MW	42.1053%	42.1053%
City of Riverside			
Sacramento Municipal Utility District			
Imperial Irrigation District			
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	9.50 MW	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 10**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed Production Capacity</u> <u>MW*</u>	<u>Entitlement Share</u> <u>Percentage*</u>	<u>Power Sales Agreement/ Transmission Services Agreement Cost Share</u> <u>Percentage*</u>
City of Anaheim		Tbd	Tbd
City of Azusa		Tbd	Tbd
City of Banning		Tbd	Tbd
City of Burbank		Tbd	Tbd
City of Colton		Tbd	Tbd
City of Glendale		Tbd	Tbd
City of Los Angeles		Tbd	Tbd
City of Pasadena		Tbd	Tbd
City of Riverside		Tbd	Tbd
Sacramento Municipal Utility District		Tbd	Tbd
Imperial Irrigation District		Tbd	Tbd
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares		100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

**EXHIBIT C - PROJECT ELEMENT NO. 11**  
**PRODUCTION CAPACITY, ENTITLEMENT SHARES AND POWER SALES AGREEMENT/TRANSMISSION SERVICES AGREEMENT COST SHARES**

<u>Participant</u>	<u>Proposed</u>	<u>Entitlement Share</u>	<u>Power Sales Agreement/</u>
	<u>Production</u>		<u>Transmission Services</u>
	<u>Capacity</u>		<u>Agreement Cost Share</u>
	<u>MW*</u>	<u>Percentage*</u>	<u>Percentage*</u>
City of Anaheim	Tbd	Tbd	Tbd
City of Azusa	Tbd	Tbd	Tbd
City of Banning	Tbd	Tbd	Tbd
City of Burbank	Tbd	Tbd	Tbd
City of Colton	Tbd	Tbd	Tbd
City of Glendale	Tbd	Tbd	Tbd
City of Los Angeles	Tbd	Tbd	Tbd
City of Pasadena	Tbd	Tbd	Tbd
City of Riverside	Tbd	Tbd	Tbd
Sacramento Municipal Utility District	Tbd	Tbd	Tbd
Imperial Irrigation District	Tbd	Tbd	Tbd
Total Project Element Participant Production Capacity, Aggregate Entitlement and Power Sales Agreement/ Transmission Services Agreement Cost Shares	Tbd	100.0000%	100.0000%

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.



**EXHIBIT D**

**PROJECT BUDGETS FOR ALL PROJECT ELEMENT PARTICIPANTS  
IN ALL RENEWABLE PROJECT ELEMENTS**

<u>Project Element</u>	<u>Power Sales Agreement /Transmission Services Agreement</u>			<u>Total Budget amount*</u>
	<u>Development Work Budget</u>	<u>Financing Work Budget</u>	<u>Budget</u>	
	<u>amount*</u>	<u>amount*</u>	<u>amount*</u>	
Project Element No. 1	\$25,000	0-	-0-	\$25,000
Project Element No. 2	\$50,000	0-	-0-	\$50,000
Project Element No. 3	\$400,000	\$300,000	\$100,000	\$800,000
Project Element No. 4	\$300,000	0-	-0-	\$300,000
Project Element No. 5	\$50,000	0-	-0-	\$50,000
Project Element No. 6	\$500,000	\$250,000	\$100,000	\$850,000
Project Element No. 7	\$500,000	\$250,000	\$100,000	\$850,000
Project Element No, 8	\$300,000	0-	-0-	\$300,000
Project Element No. 9	\$25,000	0-	-0-	\$25,000
Project Element No. 10	\$1,000,000	\$550,000	\$100,000	\$1,650,000
Project Element No. 11	\$300,000	\$100,000	\$100,000	\$500,000
<b>Total Project Element Aggregated Amounts</b>	<b>\$3,450,000</b>	<b>\$1,450,000</b>	<b>\$500,000</b>	<b>\$5,400,000</b>

\* Exhibits may be amended by the Coordinating Committee to reflect revised participation, and revised Production Capacity, Entitlement Shares, Percentages and cost shares. Exhibits may be amended to reflect revised Project Element budgets and revised budget allocations. New Project Elements may be added by the Coordinating Committee by adding new Exhibits within Exhibits A, B or C, and by amending Exhibit D as applicable. Production Capacity and Percentages are subject to adjustment as provided in this Agreement, including Sections 4, 6, 8, 10, 11, 14 and 18 hereof.

## EXHIBIT E - PROJECT SCHEDULE

### PROJECT SCHEDULE BY PROJECT ELEMENT

<u>Project Element</u>	<u>Proposed Project Element Development Commencement date</u>	<u>Projected Project Element Election Date</u>	<u>Projected Project Element Commissioning Date</u>
Project Element No. 1	January 9, 2006	Tbd	2006
Project Element No. 2	January 9, 2006	Tbd	2007
Project Element No. 3	January 9, 2006	Tbd	2008
Project Element No. 4	January 9, 2006	Tbd	2008
Project Element No. 5	January 9, 2006	Tbd	2009
Project Element No. 6	January 9, 2006	Tbd	2007
Project Element No. 7	January 9, 2006	Tbd	2010
Project Element No.8	January 9, 2006	Tbd	2007
Project Element No.9	January 9, 2006	Tbd	2007
Project Element No. 10	January 9, 2006	Tbd	2010
Project Element No. 11	To be developed	Tbd	Tbd

---

**EXHIBIT F**

**ASSIGNEE SIGNATURE PAGE**

[NAME OF ASSIGNEE]

Date: \_\_\_\_\_

By \_\_\_\_\_

(Seal)

Title \_\_\_\_\_

Attest:

\_\_\_\_\_

[NAME OF ASSIGNOR]

Date: \_\_\_\_\_,

By \_\_\_\_\_

(Seal)

Title \_\_\_\_\_

Attest:

\_\_\_\_\_