
**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR**

AND

SAN DIEGO GAS AND ELECTRIC COMPANY

**COORDINATED FUNCTIONAL
REGISTRATION AGREEMENT**

COORDINATED FUNCTIONAL REGISTRATION AGREEMENT

This Coordinated Functional Registration Agreement (“Agreement”) is entered into by and between the California Independent System Operator Corporation, a California non-profit public benefit corporation (“ISO”) and San Diego Gas and Electric Company (the “Transmission Entity” or “TE”). In this Agreement, the ISO and TE are jointly referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Energy Policy Act of 2005 was signed into law in August 2005, which added a new Section 215 to the Federal Power Act giving the Federal Energy Regulatory Commission (“FERC”) authority over developing and enforcing Reliability Standards for the Bulk Power System;

WHEREAS, in Docket RM06-16-000, 118 FERC ¶ 61,218 (“Order No. 693”), FERC approved various Reliability Standards applicable to users, owners and operators of the Bulk Power System developed by the North American Electric Reliability Corporation (“NERC”), the entity certified by FERC as the Electric Reliability Organization (“ERO”), and FERC has since then continued to approve additional and modified Reliability Standards;

WHEREAS, the NERC, through the Western Electricity Coordinating Council (“WECC”) Delegation Agreement (filed with FERC in Docket No. RR07-7) has delegated authority to the WECC for the purposes of proposing Reliability Standards to the ERO and enforcing Reliability Standards within the WECC;

WHEREAS, the ISO is registered with the NERC as a Transmission Operator (“TOP”) with respect to certain transmission facilities under its operational control in accordance with the NERC compliance registry process and is responsible for complying with certain Reliability Standards that are subject to enforcement by the Compliance Enforcement Authority designated by the NERC;

WHEREAS, the TE owns and maintains certain transmission facilities that are part of the Bulk Power System, is registered with the NERC as a TOP with respect to those facilities in accordance with the NERC compliance registry process, and is responsible for complying with certain Reliability Standards that are subject to enforcement by the Compliance Enforcement Authority designated by NERC; and

WHEREAS, the Parties intend by this Agreement to effectuate a Coordinated Functional Registration, as provided for in Rule 508 of the NERC Rules of Procedure, specifying their respective compliance responsibilities as TOPs for the transmission facilities covered by this Agreement.

AGREEMENT

NOW THEREFORE, in view of the recitals set forth above, which the Parties acknowledge and agree are accurate representations of the facts and are hereby incorporated by reference, the ISO and TE agree to the terms of this Agreement as set forth herein.

1. DEFINITIONS.

Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the FERC-approved NERC Glossary of Terms or the definitions appendix for the NERC Rules of Procedure.

“ISO Tariff” means the California Independent System Operator Corporation Operating Agreement and Tariff, dated March 31, 1997, as it may be modified from time to time.

“Confidential Information” means (i) all materials marked “Confidential,” “Proprietary” or with words of similar import, and (ii) all observations of equipment (including computer screens) and oral disclosures related to either Party’s systems, operations and activities that are indicated as such at the time of observation or disclosure, that are provided to either Party by the other Party in connection with performing the Parties’ responsibilities as set forth in this Agreement. Confidential Information includes portions of documents, records and other material forms or representations that either Party may create, including but not limited to, handwritten notes or summaries that contain or are derived from such Confidential Information.

“Good Utility Practice” has the meaning set forth in Appendix A (the master definitions supplement) of the ISO Tariff.

“Participating Transmission Owner” has the meaning set forth in Appendix A (the master definitions supplement) of the ISO Tariff.

“Penalty” or “Penalties” means any fine, reprimand or monetary or non-monetary penalty issued or assessed by a Compliance Enforcement Authority and/or by FERC.

“Responsible Entity” means the Party that, as set forth in the CFR Matrix attached as Appendix 3 to this Agreement, has responsibility for compliance with a particular Requirement or sub-Requirement of an applicable Reliability Standard or for compliance with a particular activity or responsibility associated with that Requirement or sub-Requirement as identified in the “Responsibility Details” column of the CFR Matrix.

“Reliability Standard” means a NERC, or WECC regional, mandatory reliability standard requirement approved by the FERC under Section 215 of the Federal Power Act to provide for reliable operation of the Bulk Power System.

The terms “Each,” “Single,” “Split,” and “Not Applicable” as used in the CFR Matrix attached to this Agreement are defined in Section 4.2 of this Agreement.

2. TERM.

2.1 Effective Date. This Agreement shall be effective as of January 1, 2015. As of the effective date, this Agreement replaces and supersedes, and operates to terminate, the prior “Reliability Standards Agreement” that the Parties executed on or about June 15, 2007.

2.2 Termination. This Agreement shall remain in effect until (1) a date upon which the Parties agree in writing to terminate it, (2) the effective date of the withdrawal of the TE’s transmission facilities from the ISO Balancing Authority Area, or (3) twelve (12) months after timely written notice of termination has been provided by either Party; provided, however, that notice of termination pursuant to clause (3) herein shall be timely only if made during the Termination Window. The Termination Window shall commence on the third anniversary of the Effective Date of this Agreement, with subsequent Termination Windows commencing every two years thereafter. Each Termination Window shall be forty-five (45) calendar days in duration.

2.3 Surviving Obligations. This Agreement shall continue in effect after termination to the extent necessary to complete corrective mitigating actions identified in the Compliance monitoring process as well as satisfy all other obligations including any financial responsibilities arising under the Agreement prior to its termination. Upon termination of this Agreement, any outstanding financial right or obligation, and any provision of this Agreement necessary to give effect to such right or obligation, shall survive until satisfied.

3. PURPOSE OF AGREEMENT.

The Parties agree that the purpose of this Agreement is to identify the Parties’ respective compliance responsibilities with respect to each applicable Reliability Standard and each applicable Requirement or sub-Requirement of an applicable Reliability Standard relating to the TOP function for the transmission facilities identified in Appendix 1 of this Agreement. This Agreement is limited to the Reliability Standards that are applicable to TOPs, which are identified in the CFR Matrix attached as Appendix 3, and applies only to the transmission facilities identified in Appendix 1. Each Party shall remain wholly and separately

responsible for any Reliability Standards compliance obligations that are outside the scope of this Agreement.

4. DELINEATION OF RESPONSIBILITIES BETWEEN THE ISO AND TE; CFR MATRIX.

4.1 CFR Matrix. To identify the responsibilities of each Party and to avoid gaps or redundancy in the performance of their responsibilities, the Parties have mutually collaborated in developing a CFR Matrix that identifies each Party's respective responsibilities for each Reliability Standard Requirement and sub-Requirement applicable to the ISO and the TE as TOPs registered with NERC. The Parties have determined their respective responsibilities for each such requirement based upon consideration of past practice, practicality, efficiency and Good Utility Practice. The CFR Matrix is attached as Appendix 3 to this Agreement.

4.2 Delineation of Responsibilities. The CFR Matrix sets forth the text of each Reliability Standards Requirement or sub-Requirement applicable to the TOP function and, for each such Requirement or sub-Requirement, sets forth the division of responsibility between the Parties. For each applicable Requirement or sub-Requirement, the CFR Matrix identifies the responsibility as Single, Split, Each, or Not Applicable and includes a "Responsibility Details" column that provides additional information. A "Single" designation means that only one of the Parties, as identified in the Matrix, is responsible for compliance with the specified Requirement or sub-Requirement with respect to the transmission facilities covered by the Agreement. A "Split" designation means that the Parties each have certain responsibilities with respect to the specified Requirement or sub-Requirement, which are then delineated in the Responsibility Details column. An "Each" designation means that each Party is separately and wholly responsible for compliance with the Requirement or sub-Requirement as it may pertain to that Party, though only to the extent that the Requirement or sub-Requirement pertains to that Party's activities, personnel or operations as set forth in the corresponding Responsibility Details column of the Matrix. For each of these designations, the Parties intend that, in the case of an alleged violation of a Reliability Standards Requirement or sub-Requirement, only the Party whose designated obligation has been violated should be held liable, and one Party should not be held liable for the alleged violation of a responsibility that pertains to the other Responsible Entity. A "Not Applicable" designation means that neither party has identified an applicability to their compliance obligations as a Transmission Operator for the Requirement or sub-Requirement in its entirety for the reason identified in the Responsibility Details column of the Matrix. In each instance where a Party is designated in the Matrix as having a responsibility for a particular Requirement, sub-Requirement, or portion of a Requirement or sub-Requirement, that Party holds full compliance responsibility for the

designated obligation pursuant to Rule 508 of the NERC Rules of Procedure, as it may be modified from time to time.

4.3 Process for Revising the CFR Matrix.

4.3.1 Upon approval by the FERC of any new Reliability Standard(s) or change(s) to existing Reliability Standards, the Parties shall promptly confer regarding their respective compliance responsibilities for the new or revised Standard(s) and agree upon a revision to the CFR Matrix to address the new or revised Standard(s). The Parties shall complete the revision to the CFR Matrix before the effective date of the new or revised Standard(s). The revised CFR Matrix shall replace and supersede the previous version on a going-forward basis. Such revision to the CFR Matrix does not constitute an amendment to this Agreement.

4.3.2 Upon ten (10) business days' written notice, either Party may initiate a review of the CFR Matrix for purposes of redefining the Parties' respective responsibilities for a given Requirement or sub-Requirement.

4.3.3 The Parties shall keep a mutually agreed upon revision history document that tracks each revision to the CFR Matrix, identifying the date of each revision and the change(s) made. The Parties shall also retain copies of each of the superseded versions of the CFR Matrix for reference.

5. MUTUAL COOPERATION; RESPONSE TO NOTICES OF POSSIBLE OR ALLEGED VIOLATION; ALLOCATION OF PENALTIES.

5.1 Mutual Cooperation. In addition to any obligations set forth in the CFR Matrix, the Parties agree to cooperate fully to provide each other the information, documentation and assistance necessary to demonstrate compliance with their respective obligations for the Reliability Standards requirements covered by this Agreement. This cooperation shall include, without limitation, providing each other information, documentation and assistance in connection with any audit, spot-check, investigation or inquiry brought by a Compliance Enforcement Authority or by FERC, or in connection with any self-certification or self-report, relating to one or more of the Reliability Standards requirements covered by this Agreement. Unless otherwise agreed, the Parties agree that upon fifteen (15) days of receipt of a written notice from the Party requesting the information, the other Party responsible for providing the information shall timely deliver the

requested information. The written notice shall be delivered as set forth in Section 9.18 of this Agreement, unless the Parties have agreed in writing upon an alternative person and/or means of communication.

5.2 Response to Notices of Possible or Alleged Violations. In the event that either Party receives a Notice of Possible Violation or a Notice of Alleged Violation from a Compliance Enforcement Authority or FERC with respect to one or more Reliability Standards requirements covered by this Agreement and for which the Parties' responsibility is designated as either "Not Applicable," "Split" or "Each" in the CFR Matrix, the Party receiving the notice shall notify the other Party in writing within seven (7) days of receiving the written notice. In the event that there is a disagreement between the Parties as to which of the Parties is the Responsible Entity with respect to the subject matter that is at issue in the notice, the disagreement shall be resolved in the manner set forth in Rule 508 of the NERC Rules of Procedure.

5.3 Allocation of Penalties. For any monetary Penalty imposed upon the ISO by a Compliance Enforcement Authority or FERC for a violation of any Reliability Standards Requirement or sub-Requirement covered by this Agreement, the ISO may seek authority from FERC to impose a direct or indirect allocation of the Penalty, as appropriate, through the procedure set forth in Section 14.7 of the ISO Tariff.

6. AMENDMENT TO AGREEMENT.

This Agreement may not be amended or otherwise modified without the written consent of both Parties.

7. USE OF CONTRACTORS.

Nothing in this Agreement shall prevent either the ISO or the TE from using qualified third party contractors to meet the Party's rights or obligations under this Agreement. However, under no circumstances shall the use or hiring of a qualified third party contractor or agent relieve the Responsible Entity of any liability hereunder.

8. PERFORMANCE STANDARDS.

Each Party shall perform all of its obligations under this Agreement in accordance with applicable laws and regulations, applicable Reliability Standards, and Good Utility Practice.

9. GENERAL TERMS AND CONDITIONS.

9.1 Liability. Except for Penalties assessed by a Compliance Enforcement Authority or FERC, no Party to this Agreement shall be liable to the other Party, or to any other person or entity, for any indirect, special, incidental or consequential losses, damages, claims, liabilities, costs or expenses (including attorneys' fees and court costs) arising from the performance or non-performance of its obligations under this Agreement, regardless of the cause (including intentional action, willful action, gross or ordinary negligence, or force majeure); provided, however, that a Party may seek equitable or other non-monetary relief as may be necessary to enforce this Agreement and that damages for which a Party may be liable to another Party under another agreement will not be considered damages under this Agreement. This provision also shall not limit the ISO's authority to seek approval from FERC for allocation of a monetary penalty as set forth in Section 5.3.

9.2 Confidentiality.

9.2.1 Treatment of Confidential Information. The Parties recognize and agree that for the purposes of demonstrating compliance with the Reliability Standards and preparing for a self-certification or responding to a Compliance Audit, spot-check, investigation, or inquiry by the Compliance Enforcement Authority or FERC, they may receive information from each other that has been marked as Confidential Information. Except as set forth herein, the Parties agree to keep in confidence and not to copy, disclose, or distribute to any other person or entity any Confidential Information or any part thereof provided for these evidentiary purposes, without the prior written permission of the other Party.

9.2.1.1 Location of Confidential Information. Confidential Information that the Parties have given to each other in hard copy form that is intended for disclosure to the Compliance Enforcement Authority or to FERC during the course of a Compliance Audit or other investigation or inquiry will be kept in a secure and restricted location and clearly marked so as to distinguish it from the business records of the Party receiving the Confidential Information.

9.2.1.2 Provision of Confidential Information to Compliance Enforcement Authority. During the course of a Compliance Audit or other investigation or inquiry, the Party providing the Confidential Information to the Compliance Enforcement Authority or FERC shall notify the receiving Party if and when the Compliance Enforcement Authority or FERC takes physical possession of the Confidential Information. If the Compliance Enforcement Authority or FERC takes physical possession of the Confidential Information, the receiving Party shall be permitted to make one copy of the Confidential Information that

will be afforded confidential treatment pursuant to this Agreement. To the extent the Compliance Enforcement Authority or FERC does not take physical possession of the Confidential Information, or if a copy has been made of the Confidential Information, the receiving Party shall return the Confidential Information to the providing Party promptly after the conclusion of the Compliance Audit or other applicable proceeding, including the appeal of Alleged Violations or Penalties. The Party providing the other Party's Confidential Information to the Compliance Enforcement Authority or FERC has the affirmative duty to request that the Compliance Enforcement Authority or FERC treat the Confidential Information as Confidential Information under NERC Rules of Procedure Section 1500.

9.2.2 Disclosure of Confidential Information. If, while in the possession of the receiving Party, disclosure of the Confidential Information is required to respond to a subpoena, law, or other directive of a court, administrative agency, or arbitration panel, the receiving Party hereby agrees to provide the providing Party with prompt written notice of such request or requirement in order to enable the providing Party to (a) seek an appropriate protective order or other remedy, (b) consult with the receiving Party with respect to taking steps to resist or narrow the scope of such request or legal process, or (c) waive compliance, in whole or in part, with the terms of this Section. The receiving Party agrees to work with the providing Party to obtain assurance that confidential treatment will be accorded to such Confidential Information and will cooperate to the maximum extent practicable to minimize the disclosure of the Confidential Information consistent with applicable law.

9.2.3 Exceptions to Non-Disclosure. Notwithstanding Sections 9.2.1 and 9.2.2 above, each Party to this Agreement shall not have breached any obligation under this Agreement if Confidential Information is disclosed to a third party when the Confidential Information:

- (a) was in the public domain at the time of such disclosure or is subsequently made available to the public consistent with the terms of this Agreement; or
- (b) had been received by either Party at the time of disclosure through other means without restriction on its use, or had been independently developed by either Party as shown through documentation; or
- (c) is subsequently disclosed to either Party by a third party without restriction on use and without breach of any agreement or legal duty; or

(d) subject to the provisions of Sections 9.2.1 and 9.2.2, is used or disclosed pursuant to statutory duty or an order, subpoena or other lawful process issued by a court or other governmental authority of competent jurisdiction.

9.2.4 Other Parties. The receiving Party shall keep Confidential Information in confidence and shall not disclose such information or otherwise make it available, in any form or manner, to any other person or entity other than its employees, contractors and subcontractors as necessary for mandatory Reliability Standards compliance, without the prior written consent of the providing Party. Each Party will cause its contractors' and subcontractors' employees who will have access to Confidential Information, if any, to acknowledge that they have read and agree to abide by the terms of this Agreement regarding use and disclosure of Confidential Information.

9.3 Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

9.4 Rules of Interpretation. This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows:

(1) the singular number includes the plural number and vice versa;

(2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually;

(3) reference to any agreement, document, instrument, or tariff means such agreement, document, instrument, or tariff as amended or modified from time to time and in effect at the time of interpretation, including, if applicable, rules and regulations promulgated thereunder;

(4) reference to any applicable laws and regulations means such applicable laws and regulations as amended, modified, codified, or reenacted, in whole or in part, and in effect at the time of interpretation, including, if applicable, rules and regulations promulgated thereunder;

(5) unless expressly stated otherwise, reference to any Article, Section, or Appendix means such Article or Section of this Agreement or such Appendix to this Agreement;

(6) “hereunder,” “hereof,” “herein,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section;

(7) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term;

(8) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding,” and “through” means “through and including;” and

(9) “days” shall mean calendar days unless otherwise specified; if the last calendar day falls on a weekend or national holiday, the specified deadline shall fall on the next calendar day that is not a weekend or national holiday.

9.5 Entire Agreement. This Agreement, including all Attachments, Exhibits and Appendices hereto, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants, which constitute any part of the consideration for, or any condition to, any Party’s compliance with its obligations under this Agreement.

9.6 General Interpretation. The terms of this Agreement have been negotiated by the Parties hereto and the language used in this Agreement shall be deemed the language chosen by the Parties to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or portion hereof to be drafted or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any Party.

9.7 No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.

9.8 Waiver. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party. Any waiver at any time by a Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to

any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing. Any waivers at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.

9.9 Headings. The descriptive headings of the various Articles and Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.

9.10 Authority. The undersigned hereby represents and warrants that he or she has the requisite power and authority to bind the applicable Party to the terms and obligations of this Agreement.

9.11 Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

9.12 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, another Party.

9.13 Assignment. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement. Any attempted assignment that violates this Section 9.13 is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, this Agreement may be assigned by a governmental Party without consent of the other Parties, if the United States, a state, or a local government with jurisdiction over such Party orders such governmental Party to assign this Agreement.

9.14 Specific Performance. Each Party's obligations under this Agreement are unique. The Parties each acknowledge that, if any Party should default in performance of the duties and obligations imposed by this Agreement, it would

be extremely impracticable to measure the resulting damages. Accordingly, the non-defaulting Party, in addition to any other available rights or remedies, may seek specific performance and the Parties each expressly waive the defense that a remedy in damages will be adequate.

9.15 Force Majeure. No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from an Uncontrollable Force as defined in the ISO Tariff (including any mechanical, electronic, or communication failures, but excluding failure caused by a party's financial condition or negligence).

9.16 Governing Law. The rights and obligations of the Parties and the interpretation and performance of this Agreement shall be governed by the law of California, excluding its conflicts of law rules, except if a federal Party is involved, in which case federal law shall apply as if performed within the state of California. Notwithstanding the foregoing, nothing shall affect the rights of the Parties under the Federal Power Act, any applicable agreement, the NERC Rules of Procedure, or rules or orders promulgated by FERC.

9.17 Consistency with Federal Laws and Regulations. Section 22.9 of the ISO Tariff titled "Consistency with Federal Laws and Regulations" is hereby incorporated herein by reference, providing however, that the references to the ISO Tariff in Section 22.9 shall include this Agreement.

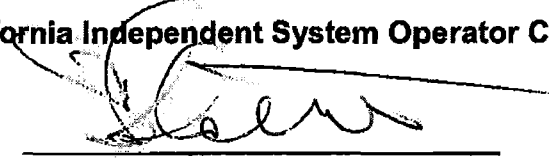
9.18 Notices. Any written notice provided for in this Agreement shall be in writing transmitted via electronic mail to the persons identified in Appendix 2, followed with a hard copy delivered in person or sent by overnight mail or United States certified mail within three (3) days of the electronic mail transmission. Electronic mail notice shall be deemed effective upon transmission unless the Party sending the electronic mail learns that delivery was unsuccessful, in which case notice is deemed effective upon service of the hard copy. Any Party may at any time, by at least fifteen (15) days notice to the other Party, change the designation or address of a person specified in Appendix 2. Such a change to Appendix 2 shall not constitute an amendment to this Agreement.

9.19 FERC Jurisdiction. Nothing in this Agreement shall be meant to imply or cede jurisdiction to FERC, NERC or any other regulatory or Compliance Enforcement Authority, to the extent that FERC, NERC or other regulatory or Compliance Enforcement Authority does not have jurisdiction over a Party to this Agreement. FERC, NERC and other regulatory or Compliance Enforcement Authority entities have limited jurisdiction over certain Parties and, by executing this Agreement, no Party is waiving or conceding any defenses it has to assert jurisdictional defenses, including, but not limited to, sovereign immunity, intergovernmental immunities, or lack of subject matter jurisdiction.

9.20 Severability. If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law or by FERC, (a) such term or provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement and it is effective as of the effective date pursuant to Section 2.1.

California Independent System Operator Corporation

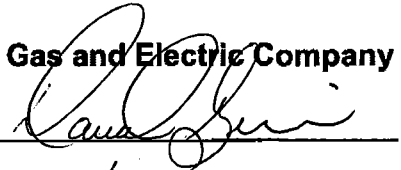
By: 

Name: Eric J. Schmitt
Vice President, Operations

Title: _____

Date: 9/11/14

San Diego Gas and Electric Company

By: 

Name: DAVID GRETER

Title: VICE PRESIDENT - ELECTRIC TRANSMISSION & SYSTEM ENGINEERING

Date: 9/26/14

Approved as to Legal Form
JW 9/18/14

APPENDIX 1

APPLICABLE TRANSMISSION FACILITIES

The following transmission facilities within the CAISO Balancing Authority Area that are internal to the TE's transmission system and end at the point of interconnection with other TOPs are applicable to the Agreement as follows:

1. Those transmission facilities listed in the ISO Register that are under CAISO Operational Control as identified to the TE by transmission line number, terminal facility number, or substation transformer bank number, as amended from time to time, and have been identified as Bulk Electric System facilities under the NERC BES Definition or require compliance to be maintained with the NERC Standards.
2. Those transmission facilities comprising the terminal facilities associated with the facilities identified in the preceding paragraph, including without limitation to buses, breakers, disconnects, reactive devices, protection, monitoring, and control.
3. Those transmission facilities and terminal facilities operated by the TE pursuant to the IMPERIAL IRRIGATION DISTRICT (IID) AND SAN DIEGO GAS & ELECTRIC COMPANY CALIFORNIA TRANSMISSION SYSTEM PARTICIPATION AGREEMENT (California Agreement) between those two parties, as amended from time to time. This California Agreement is an Entitlement and Encumbrance listed under the Transmission Control Agreement (TCA).

Provided, however, the transmission facilities described in the paragraphs above do not include those transmission facilities, including associated terminal facilities, owned by the TE in the State of Arizona that are the subject of the ARIZONA PUBLIC SERVICE COMPANY AND SAN DIEGO GAS & ELECTRIC COMPANY ARIZONA TRANSMISSION SYSTEM PARTICIPATION AGREEMENT (Arizona Agreement), as amended from time to time. Those Southwest Powerlink transmission facilities in the State of Arizona (i) owned by the TE that are under the Operational Control of the CAISO pursuant to the TCA and (ii) those portions of the Southwest Powerlink owned by Arizona Public Service Company (APS) and IID are operated by APS pursuant to the Arizona Agreement, which is an Entitlement and Encumbrance listed under the TCA.

APPENDIX 2**San Diego Gas and Electric Company**

Name of Primary
Representative for changes
to Delegation Agreement: Stacy Van Goor
Title: Assistant General Counsel
Company: San Diego Gas and Electric Company
Address: 101 Ash, HQ12
City / State / Zip Code: San Diego, CA 92101-3017
Email Address: svangoor@semprautilities.com
Telephone: (619) 696-2264
Fax: (619) 699-5027

Name of Alternative
Representative for changes
to Delegation Agreement: Jonathan Newlander
Title: Senior Counsel
Company: San Diego Gas & Electric Company
Address: 101 Ash, HQ12
City / State / Zip Code: San Diego, CA 92101-3017
Email Address: jnewlander@semprautilities.com
Telephone: (619) 699-5047
Fax: (619) 699-5027

Name of Primary
Representative for changes
to Compliance Schedules,
and Authorized Signature
for Compliance Schedule
Adds, Deletions, and
Changes:

Ali Yari

Title:

Director, Electric Grid Operations

Company:

San Diego Gas & Electric Company

Address:

8330 Century Park Ct – SD1160

City / State / Zip Code:

San Diego, CA 92123

Email Address:

AYari@semprautilities.com

Telephone:

(619) 725-8639

Fax:

(619) 683-3291

Name of Alternative
Representative for changes
to Compliance Schedules:

Gregory Flores

Title:

Director – Enterprise Risk Management

Company:

San Diego Gas & Electric Company

Address:

8330 Century Park Ct – CP21C

City / State / Zip Code:

San Diego, CA 92123

Email Address:

GFlores@semprautilities.com

Telephone:

(858) 654-3560

ISO

Name of Primary

Representative: Lisa Milanes
Title: Director, Corporate Compliance
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: lmilanes@caiso.com
Phone: (916) 351-2172
Fax: (916) 608-7222

Name of Alternative

Representative: Burton Gross
Title: Assistant General Counsel
Address: 250 Outcropping Way
City/State/Zip Code: Folsom, CA 95630
Email address: bgross@caiso.com
Phone: (916) 608-7268
Fax: (916) 608-7222

APPENDIX 3

CFR Matrix