

California Independent System Operator Corporation

Fifth Replacement Tariff

Appendix B.10 Small Utility Distribution Co. OA (SUDCOA)

THIS OPERATING AGREEMENT is dated this ____ day of _____, ____ and is entered into, by and between:

(1) **[Full legal name of SUDC]**, having its registered and principal place of business located at **[Address]** (the "SUDC");

and

(2) **California Independent System Operator Corporation** ("CAISO"), a California non-profit public benefit corporation having its principal place of business located in such place in the State of California as the CAISO Governing Board may from time to time designate.

The SUDC and the CAISO are hereinafter referred to individually as "Party" and collectively as "Parties".

Whereas:

- A. The purpose of this Operating Agreement is to establish the rights and obligations of the SUDC and the CAISO with respect to the SUDC's Facilities interconnected with the CAISO Controlled Grid and the SUDC's cooperation and coordination with the CAISO regarding reliability and the operational control of the CAISO Controlled Grid and the SUDC's Distribution System.
- B. The SUDC owns and operates a small Distribution System within the CAISO Balancing Authority Area subject to the authority of a Local Regulatory Authority.
- C. The SUDC wishes to receive and transmit Energy and/or Ancillary Services to and/or from the CAISO Controlled Grid under the terms and conditions set forth in the CAISO Tariff.
- D. The CAISO has certain statutory obligations under California law to maintain the reliability of the CAISO Controlled Grid.
- E. The Parties recognize that while a single SUDC has little or no ability to materially, adversely affect reliability of the CAISO Controlled Grid or the CAISO Balancing Authority Area, the SUDC agrees to support and be part of the coordinated response to System Emergencies and to reliability concerns relating to the CAISO Balancing Authority Area as set forth in this Operating Agreement.
- F. This Operating Agreement obligates the SUDC to comply with the sections of the CAISO Tariff, the CAISO Operating Procedures and the CAISO Specifications specified in this Operating Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Master Definitions Supplement. Unless defined in Section 1.2 of this Operating Agreement, all defined terms and expressions used in this Operating Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff.

1.2 Special Definitions for this Operating Agreement. In this Operating Agreement, the following words and expressions shall have the meanings set opposite them:

“CAISO Specifications” means those standards pertaining to the areas of operation listed in Article IV of this Operating Agreement and listed in Schedule 6, approved by the CAISO to establish detailed technical performance and reliability parameters at the CAISO Controlled Grid and SUDC Interconnection, associated with the CAISO Tariff, as those standards may be amended from time to time.

“CAISO Operating Procedures” means those procedures pertaining to the areas of operation listed in Article IV of this Operating Agreement and listed in Schedule 9, created by the CAISO to establish detailed operating procedures at the CAISO Controlled Grid and SUDC Interconnection, associated with general provisions required in the CAISO Tariff, as those standards may be amended from time to time.

“SUDC Facilities” shall have the meaning accorded to such term as provided in Section 3.2 of this Operating Agreement.

1.3 Rules of Interpretation. The following rules of interpretation and conventions shall apply to this Operating Agreement:

- (a) if there is any inconsistency between this Operating Agreement and the CAISO Tariff, the CAISO Tariff will prevail to the extent of the inconsistency;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to a Section, Article or Schedule shall mean a Section, Article or a

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Schedule of this Operating Agreement, as the case may be, unless the context otherwise requires;

- (f) a reference in this Operating Agreement to a given agreement, instrument or the CAISO Tariff shall be a reference to that agreement, instrument or the CAISO Tariff as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Operating Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Operating Agreement.

ARTICLE II

TERM AND TERMINATION

- 2.1 Effective Date.** This Operating Agreement shall be effective as of the date it is accepted for filing and made effective by the FERC, if such FERC filing is required, and shall remain in full force and effect until the earlier of the termination date, the termination of the Transmission Control Agreement or such other date as the Parties shall mutually agree. With respect to any such termination, the CAISO must file a timely notice of termination with FERC, if such FERC filing is required, and this Operating Agreement shall terminate on the date FERC permits such a notice of termination to be effective, if such FERC filing is required.
- 2.2 Termination Date.**
- 2.2.1 Termination by Default.** Either Party (the terminating Party) may terminate this Operating Agreement by giving written notice in the event that the other Party (the defaulting Party) commits any default under this Operating Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within 30 days after the terminating Party has given the defaulting Party written notice of the default, unless excused by reason of Uncontrollable Forces under Article X of this Operating Agreement.
- 2.2.2 Failure To Meet SUDC Definition.** Failure of a SUDC to satisfy the CAISO Tariff definition of a SUDC shall be grounds for the CAISO to terminate this Operating Agreement. In the event the CAISO believes the SUDC no longer satisfies the CAISO Tariff definition of a SUDC, the CAISO shall provide written notification of the same to the SUDC and the SUDC shall have 60 days to respond. Following the 60-day response period and regardless of the position of the SUDC, if the CAISO believes the SUDC no longer satisfies the CAISO Tariff definition of a SUDC regardless of the response, the CAISO may file a notice of termination with FERC in accordance with Section 2.2.3.
- 2.2.3 Filing.** With respect to any notice of termination given pursuant to this Section 2.2, the CAISO must file a timely notice of termination with FERC, if this Operating Agreement was filed with FERC, or must otherwise comply with the requirements of FERC Order No. 2001 and related FERC orders. The filing of the notice of termination by the CAISO with FERC will be considered timely if: (1) the request by either Party to file a notice of termination is made after the preconditions for termination have been met, and the CAISO files the notice of termination within 30 days of receipt of such request; or (2) the CAISO files the notice of termination in accordance with the requirements of FERC Order No. 2001. This Operating Agreement shall terminate on the date FERC permits such a notice of termination to be effective, if filed with FERC, or thirty (30) days after the date of the notice of default, if terminated in accordance with the requirements of FERC Order No. 2001 and related FERC orders.

ARTICLE III

GENERAL TERMS AND CONDITIONS

- 3.1 SUDC Responsibilities.** The SUDC will be responsible to operate and maintain its SUDC Facilities in accordance with applicable reliability standards, statutes, and regulations and Good Utility Practice so as to avoid any material adverse impact on the reliability of the CAISO Balancing Authority Area and the CAISO Controlled Grid.
- 3.2 Interconnection and SUDC Facilities.** Schedule 1 sets forth the SUDC's Generating Units, if any, and those facilities that comprise the interconnection of the SUDC Distribution System and the CAISO Controlled Grid. These facilities will be considered the "SUDC Facilities" and, except as otherwise expressly provided, the provisions of this Operating Agreement shall apply only to such SUDC Facilities.
- 3.3 Non-SUDC Facilities.** To assist the CAISO in cataloging non-SUDC facilities located in the CAISO Balancing Authority Area and for information purposes only, Schedule 2 sets forth any non-SUDC Generating Units or other facilities that are interconnected to the SUDC Distribution System. Such non-SUDC facilities are not owned or operated by the SUDC.
- 3.4 Agreement Subject to CAISO Tariff.** Notwithstanding anything to the contrary herein, the Parties agree that they will comply with Section 4.11 of the CAISO Tariff, and any other applicable provisions of the CAISO Tariff specifically referenced in this Operating Agreement. This Operating Agreement shall be subject to such provisions of the CAISO Tariff, which shall be deemed to be incorporated to the extent referenced herein, as the same may be changed or superseded from time to time pursuant to Section 15 of the CAISO Tariff. Nothing in this Operating Agreement shall affect in any way the authority of the CAISO to unilaterally make application to FERC for a change in the CAISO Tariff under Section 205 of the Federal Power Act, nor shall anything in this Operating Agreement affect the right of either Party to file a complaint under Section 206 of the Federal Power Act regarding the CAISO Tariff.
- 3.5 Operation of CAISO Controlled Grid.** The CAISO shall operate the CAISO Balancing Authority Area and the CAISO Controlled Grid in accordance with the CAISO Tariff and the Transmission Control Agreement to which it is a party.
- 3.6 CAISO Specifications and CAISO Operating Procedures.**

- 3.6.1 Compliance with CAISO Specifications and CAISO Operating Procedures.** The SUDC will abide by and will perform all of the obligations under the CAISO Specifications identified in Schedule 6 and CAISO Operating Procedures identified in Schedule 9 in respect of all matters set forth therein as the same may be changed or superseded from time to time pursuant to the procedures set forth in Sections 22.11 and 22.4.3 of the CAISO Tariff. In the event of any conflict or dispute over interpretation, those sections of the CAISO Tariff identified herein shall, at all times, take precedence over such CAISO Specifications and CAISO Operating Procedures. The CAISO shall not implement any reliability requirements, operating requirements or performance standards that would impose increased costs on the SUDC without giving due consideration to whether the benefits of such requirements or standards are sufficient to justify such increased costs. In any proceeding concerning the cost recovery by the SUDC of capital and operation and maintenance costs incurred to comply with CAISO Specifications and CAISO Operating Procedures, the CAISO shall to the extent practicable, at the request of the SUDC, provide specific information in a form that may be readily understood by the general public regarding the nature of, and need for, the CAISO-imposed requirements or standards to enable the SUDC to use this information in public hearings in support of cost recovery through rates and tariffs.
- 3.6.2 Review of CAISO Specifications and CAISO Operating Procedures.** The CAISO shall periodically review with the SUDC the CAISO Specifications identified in Schedule 6 and CAISO Operating Procedures identified in Schedule 9 and shall modify such CAISO Specifications and/or CAISO Operating Procedures as provided in Section 3.6.1. If a new CAISO Specification or CAISO Operating Procedure applicable to the SUDC is adopted pursuant to Section 3.6.1, the CAISO shall provide a revised version of Schedule 6 or Schedule 9 to the SUDC. Any changes to Schedule 6 or Schedule 9 will not constitute an amendment to this Operating Agreement.
- 3.6.3 Periods When Compliance is Required.** While awaiting dispute resolution or regulatory review, the SUDC shall not be required to comply with changes to the CAISO Specifications and CAISO Operating Procedures, except where compliance is necessary in order to prevent or remedy an imminent System Emergency.
- 3.7 Utilization of Certified Scheduling Coordinator.** The SUDC shall utilize a CAISO-certified Scheduling Coordinator to submit Bids for Energy and Ancillary Services to or from the CAISO Controlled Grid. At the time when the SUDC retains such Scheduling Coordinator, the SUDC shall confirm that the Scheduling Coordinator has entered into a Scheduling Coordinator Agreement with the CAISO that is currently in effect.
- 3.8 Single Point of Contact.** The CAISO and the SUDC shall each provide a single point of contact for the exchange of operational procedures and information. The Parties agree to exchange operational contact information in a format to be provided by the

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CAISO and completed as of the effective date of this Operating Agreement. Each Party shall provide the other Party ten (10) calendar days advance notice of updates to its operational contact information as that information is expected to change.

- 3.9 SUDC Compliance.** In the event the CAISO believes that the SUDC has failed to comply with any provision of the CAISO Tariff created after the effective date applicable to the SUDC in accordance with this Operating Agreement, the CAISO shall notify the SUDC of such alleged failure and, if requested, shall meet with the SUDC regarding such alleged failure to comply. If the Parties cannot reach agreement on the alleged failure to comply, then the CAISO may, if applicable, invoke Section 2.2.1 of this Operating Agreement.

ARTICLE IV

OPERATIONAL COORDINATION

- 4.1 Maintenance Coordination.** The SUDC shall coordinate its SUDC Facilities Outage requirements with the Participating TO with which it is interconnected. The SUDC will provide the CAISO with copy of any written information regarding Outages of the SUDC Facilities that could cause a material adverse impact on the reliability of the CAISO Controlled Grid. To the extent the SUDC schedules maintenance of SUDC Facilities that has a reasonable potential to cause a material adverse impact to reliability of the CAISO Controlled Grid, the SUDC shall notify the CAISO of such maintenance when it becomes known, and that information will be updated quarterly or as changes occur to the proposed schedule. Consistent with the SUDC's normal record generation and retention practices, the SUDC will record the details for all such work and shall provide available records when it is known, quarterly, or upon written request by the CAISO.
- 4.2 System Emergencies.** The responsibilities of the Parties in relation to System Emergencies are stated in Sections 4.11.4, 4.11.5, as well as Section 34 and Section 7 of the CAISO Tariff, the CAISO Operating Procedures identified in Schedule 9, and in Schedule 4.
- 4.3 System Emergency Response.** The SUDC will participate in Load Shedding by reducing Load on a voluntary basis when the CAISO declares a Stage 1 System Emergency. The SUDC will use any available local communication infrastructure to request that its customers curtail their electricity usage. The SUDC will not be called separately in Stage 3 System Emergencies to manually shed Load. Load restoration of any voluntary Load reduction may not commence until such time as the CAISO declares that a System Emergency no longer exists. The responsibilities of the Parties to direct and to accept direction for Load reduction or other emergency plans are stated in Sections 4.11.4 and 4.11.5 of the CAISO Tariff, and the CAISO Operating Procedures

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identified in Schedule 9 and CAISO Specifications identified in Schedule 6.

- 4.4 System Disturbance Load Restoration.** The responsibilities of the Parties for restoring Load following a system disturbance are stated in Section 4.11.5.2 of the CAISO Tariff, the CAISO Operating Procedures identified in Schedule 9 and CAISO Specifications identified in Schedule 6, and in Schedule 5.
- 4.5 Interconnection Operation Standards.** The CAISO and SUDC shall maintain stable established operating parameters and control power and reactive flow within standards stated in Schedule 6.
- 4.6 Records, Information and Reports.** The Parties are required to maintain such records, to share information, and to make such reports as are stated in Sections 4.11.1.2, 4.11.6 and 4.11.8 of the CAISO Tariff, and the CAISO Operating Procedures identified in Schedule 9 and the CAISO Specifications identified in Schedule 6. In accordance with Schedule 7, the SUDC will cooperate with the CAISO regarding its collection, study and transmittal of system data, information, reports, and forecasts, provided that the SUDC need only provide available information to the CAISO. Upon the request of the CAISO, the SUDC will cooperate with the CAISO regarding any CAISO review following a major Outage and provide any requested information that is available.
- 4.7 Critical Protective Systems.** The SUDC shall (in accordance with Section 11.2 of this Operating Agreement) notify the CAISO as soon as it is reasonably practicable of any condition that it becomes aware of that may compromise the CAISO Controlled Grid Critical Protective Systems.
- 4.8 SUDC Distribution System.** The CAISO shall (in accordance with Section 11.2 of this Operating Agreement) notify the SUDC as soon as is reasonably practicable of any condition which the CAISO becomes aware that may compromise the operation and reliability of the SUDC Distribution System.

ARTICLE V

ACCESS TO FACILITIES

- 5.1 Access Rights.** Pursuant to Section 4.11.9.1 of the CAISO Tariff and Schedule 8 of this Operating Agreement, the CAISO and the SUDC shall each have the right to install or to have installed equipment or other facilities, including metering equipment, on the electric

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utility property of the other necessary for the implementation of this Operating Agreement. The CAISO's installation of equipment on the property of the SUDC shall comply with Local Regulatory Authority regulations, except where compliance with Local Regulatory Authority regulations would cause the CAISO to violate the CAISO Tariff, and with all relevant safety standards. In such case, the SUDC and CAISO will work together to resolve the conflict between the Local Regulatory Authority regulations and the CAISO Tariff.

5.2 Meter Testing. The SUDC shall, at the request of the CAISO and upon reasonable notice, provide access to its facilities necessary to permit the CAISO or a CAISO-approved meter inspector to perform such testing as necessary in accordance with Section 4.11.9.2 or 4.11.9.4 of the CAISO Tariff and the procedures set forth in Schedule 8. For meters that are not owned by the SUDC, the CAISO will obtain approval from the meter owner in advance of accessing SUDC's Facilities. Such approval shall be provided to the SUDC upon request.

5.3 Emergency Access Rights. The CAISO shall have a right to access the SUDC's equipment or other facilities during a System Emergency in accordance with Section 4.11.9.3 of the CAISO Tariff. In a System Emergency, the SUDC shall have a right of access to CAISO equipment on SUDC property and SUDC equipment on CAISO property without notice.

ARTICLE VI

COSTS

6.1 SUDC Operating and Maintenance Costs. The SUDC shall be responsible for all costs incurred in connection with procuring, installing, operating and maintaining its facilities identified in Schedule 1 for the purpose of meeting its obligations under this Operating Agreement.

6.2 CAISO Operating and Maintenance Costs. The CAISO shall be responsible for the procurement, installation, operation and maintenance costs of CAISO equipment set out in Article V of this Operating Agreement installed on SUDC property.

ARTICLE VII

DISPUTE RESOLUTION

- 7.1 Alternative Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Operating Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the SUDC and references to the CAISO Tariff shall be read as references to this Operating Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

- 8.1 Representations and Warranties.** Each Party represents and warrants that its execution, delivery and performance of this Operating Agreement has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 8.2 Necessary Approvals.** Each Party represents that all necessary approvals, permits, licenses, easements, right of way or access to install, own and operate its facilities subject to this Operating Agreement have been obtained prior to the effective date of this Operating Agreement.

ARTICLE IX

LIABILITY

- 9.1 Extent of Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Operating Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the SUDC and references to the CAISO Tariff shall be read as references to this Operating Agreement.

ARTICLE X

UNCONTROLLABLE FORCES

- 10.1 Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Operating Agreement, except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to the SUDC and references to the CAISO Tariff shall be read as references to this Operating Agreement.

ARTICLE XI

MISCELLANEOUS

- 11.1 Assignments.** Either Party may assign its obligations under this Operating Agreement, with the other Party's prior written consent, in accordance with Section 22.2 of the CAISO Tariff, which is incorporated by reference into this Operating Agreement. Such consent shall not be unreasonably withheld.
- 11.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Operating Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, which is incorporated by reference, except that all reference in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the SUDC and references to the CAISO Tariff shall be read as references to this Operating Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Party indicated in Schedule 3. A Party must update the information in Schedule 3 of this Operating Agreement as that information changes in accordance with Section 22.4 of the CAISO Tariff. Such changes will not constitute an amendment to this Operating Agreement.
- 11.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Operating Agreement, or with respect to any other matter arising in connection with this Operating Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Operating Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right under this Operating Agreement, shall not constitute or be deemed a waiver of such right.

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11.4 Governing Law and Forum. This Operating Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California except in its conflict of laws provisions. The Parties irrevocably consent that any legal action or proceeding arising under or in relation to this Operating Agreement to which the CAISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

11.5 Consistency with Federal Laws and Regulations.

(a) Nothing in this Operating Agreement shall compel any person or federal entity to: (1) violate federal statutes or regulations; or (2) in the case of a federal agency, to exceed its statutory authority, as defined by any applicable federal statutes, regulations, or orders lawfully promulgated thereunder. If any provision of this Operating Agreement is inconsistent with any obligation imposed on any person or federal entity by federal law or regulation to that extent, it shall be inapplicable to that person or federal entity. No person or federal entity shall incur any liability by failing to comply with this Operating Agreement that is inapplicable to it by reason of being inconsistent with any federal statutes, regulations, or orders lawfully promulgated thereunder; provided, however, that such person or federal entity shall use its best efforts to comply with the CAISO Tariff to the extent that applicable federal laws, regulations, and orders lawfully promulgated thereunder permit it to do so.

(b) If any provision of this Operating Agreement requiring any person or federal entity to give an indemnity or impose a sanction on any person is unenforceable against a federal entity, the CAISO shall submit to the Secretary of Energy or other appropriate Departmental Secretary a report of any circumstances that would, but for this provision, have rendered a federal entity liable to indemnify any person or incur a sanction and may request the Secretary of Energy or other appropriate Departmental Secretary to take such steps as are necessary to give effect to any provisions of this Operating Agreement that are not enforceable against the federal entity.

11.6 Integration. This Operating Agreement constitutes the full agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

11.7 Severability. If any term, covenant, or condition of this Operating Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any

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person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Operating Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Operating Agreement.

11.8 Penalties. Any penalties to be levied under this Operating Agreement shall be established in accordance with the CAISO Tariff and approved by the FERC. Nothing in this Operating Agreement, with the exception of the provisions relating to the CAISO ADR Procedures, shall be construed as waiving the rights of the SUDC to oppose or protest any penalty proposed by the CAISO to the FERC or the specific imposition by the CAISO of any FERC-approved penalty on the SUDC.

11.9 [NOT USED]

11.10 Amendments. This Operating Agreement and the Schedules attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. Nothing contained herein shall be construed as affecting in any way the right of the CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Operating Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and the SUDC shall have the right to make a unilateral filing with FERC to modify this Operating Agreement pursuant to Section 206 or any other applicable provision of the FPA and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Operating Agreement shall limit the rights of the Parties or of FERC under Sections 205 or 206 of the FPA and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.

11.11 Counterparts. This Operating Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Operating Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Operating Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

[Full name of SUDC]

By: _____

Name: _____

Title: _____

Date: _____

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SCHEDULE 1

SYSTEM INTERCONNECTION FACILITIES

[List to be provided in accordance with the SUDC Operating Agreement.]

SCHEDULE 2

Non-SUDC FACILITIES

[List to be provided in accordance with the SUDC Operating Agreement.]

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SCHEDULE 3

CONTACTS FOR NOTICES

SUDC

Name of Primary

Representative: _____

Title: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: _____

Title: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

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CAISO

Name of Primary

Representative: _____

Title: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

Name of Alternative

Representative: _____

Title: _____

Address: _____

City/State/Zip Code: _____

Email Address: _____

Phone: _____

Fax No: _____

SCHEDULE 4

SYSTEM EMERGENCIES

The CAISO will notify the SUDC's operational contact, as identified in Schedule 2, of the emergency, including information regarding the cause, nature, extent, and potential duration of the emergency. The SUDC contact will then take such actions as are appropriate for the emergency.

The SUDC will make requests for information from the CAISO regarding emergencies through the CAISO Operations Shift Supervisor, by the SUDC's operational contact, or the SUDC may coordinate public information with the CAISO Communication Coordinator.

For transmission system caused outages the CAISO Operations Shift Supervisor will notify the SUDC contact of any information related to the outage such as cause, nature, extent, potential duration and customers affected.

Available SUDC information and CAISO Grid Control Center logs, CAISO Electric Switching Orders and CAISO Energy Management System temporal database will be used in the CAISO's preparation of outage reviews. These documents are defined as the chronological record of the operation of the activities which occur with the portion of the electrical system assigned to that control center. The log shall contain all pertinent information, including orders received and transmitted, relay operations, messages, clearances, accidents, trouble reports, daily switching program, etc.

The SUDC will retain records in accordance with its record retention policy or practice, provided the record associated with this Operating Agreement are retained for a minimum of six years.

SCHEDULE 5

SYSTEM DISTURBANCE LOAD RESTORATION

If the SUDC is required to shed load, the SUDC will follow the procedures set forth below in this Schedule 5 in promoting orderly, coordinated restoration of electric systems after a major system disturbance has occurred which resulted in Load Shedding by frequency relays in California.

1. Immediately after Load Shedding has occurred in the SUDC, the SUDC will remain in contact with its respective Participating Transmission Owner (PTO) Area Control Center (ACC) until normal frequency has been restored throughout the CAISO Balancing Authority Area or the CAISO Shift Supervisor has concluded that such full-time communications can be terminated. Emergency communications over the California ACC Hot-line will be under the direction of the CAISO Shift Supervisor and the senior dispatcher present at the affected PTO ACC(s).

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2. Manual Load restoration will not normally be initiated until the California ACC Hot Line is attended. No Load is to be manually restored unless directed by the CAISO, either directly or through its assignee, provided that the procedure for the CAISO's designation of any assignee is agreed to by the SUDC, after the frequency has recovered and there is indication that the frequency can be maintained. The SUDC will await direction from the CAISO or its assignee, who will be in contact with the CAISO Shift Supervisor. The CAISO Shift Supervisor will determine whether adequate generation resources are available on line to support the Load to be restored.
3. If the CAISO cannot meet the WECC and NERC Balancing Authority Area Disturbance Control Standard or the Control Performance Standard post disturbance, no manual Load restoration will be permitted. If the frequency is such that automatic Load restoration occurs under these conditions, if the SUDC has restored Load automatically, it will manually shed an equivalent amount of Load to offset the Load which was automatically restored.

SCHEDULE 6

INTERCONNECTION OPERATION STANDARDS

The CAISO and SUDC shall jointly maintain stable operating parameters and control power and reactive flow in accordance with the capabilities of the SUDC, the CAISO Tariff and the following interconnection operation standards.

SUDC Responsibilities

1. The SUDC shall operate its SUDC Facilities at each point of interconnection with the CAISO Controlled Grid in such manner as to avoid any material adverse impact on the reliability of the CAISO Controlled Grid. In accordance with this performance goal, the SUDC shall: i) operate its SUDC Facilities at each point of interconnection with the CAISO Controlled Grid in accordance with Good Utility Practice with respect to normal ratings, emergency ratings, voltage limits, and balance of load between electrical phases; and ii) maintain Load power factor at each point of interconnection with the CAISO Controlled Grid as close as reasonably possible to unity power factor and consistent with Good Utility Practice.

CAISO Responsibilities

1. The CAISO shall operate the CAISO Controlled Grid at each point of interconnection with the SUDC in accordance with the CAISO Tariff and in such manner as to avoid any material adverse impact on the SUDC Facilities. In accordance with this performance goal, the CAISO shall:
2. At the request of the SUDC, participate with the SUDC and Participating TO in

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the development of joint power quality performance standards and jointly maintain compliance with such standards.

3. Observe SUDC grid voltage limits specified in Attachment 1 including requirements for reduced voltage on CAISO Controlled Grid facilities which apply during heavy fog (or other unusual operating conditions) as needed to minimize the risk of insulator flashover.
4. At the request of the SUDC, support SUDC investigation of power quality incidents, and provide related data to the SUDC in a timely manner.
5. Support installation of apparatus on the CAISO Controlled Grid to improve power quality, and take all reasonable measures to investigate and mitigate power quality concerns caused by actions or events in neighboring systems or Balancing Authority Areas.
6. Maintain, or cause to be maintained, Load power factor at each SUDC Interconnection as close as reasonably possible to unity power factor and consistent with Good Utility Practice, pursuant to Section 8.2.3.3 of the CAISO Tariff.

The Parties may adopt additional operations standards for the interconnection provided such standards are in writing and are mutually agreed to.

SCHEDULE 6

ATTACHMENT 1

SUDC GRID VOLTAGE LIMITS

[To be determined]

SCHEDULE 7

RECORDS, INFORMATION, REPORTS

The SUDC shall provide available information to the CAISO relating to SUDC system operations reasonably related to system reliability of the CAISO Controlled Grid. The Parties shall jointly develop any necessary forms and procedures for collection, study and transmittal of system data, information, reports and forecasts.

June 12, 2013

SCHEDULE 8

RIGHTS OF ACCESS TO FACILITIES

1. **Equipment Installation.** In order to give effect to this Operating Agreement, a Party that requires the use of particular equipment (the equipment owner) may require installation of such equipment on property owned by the other Party (the property owner), provided that the equipment is necessary to meet the equipment owner's service obligations and that the equipment shall not have a negative impact on the reliability of the service provided, nor prevent the property owner from performing its own obligations or exercising its rights under this Operating Agreement.
2. **Free Access.** The property owner shall grant to the equipment owner free of charge reasonable installation rights and rights of access to accommodate equipment inspection, maintenance, repair, upgrading, or removal for the purposes of this Operating Agreement, subject to the property owner's reasonable safety, operational, and future expansion needs.
3. **Notice.** The equipment owner shall provide reasonable notice to the property owner when requesting access for site assessment, equipment installation, or other relevant purposes. Such access shall not be provided unless the parties mutually agree to the date, time, and purpose of each access. Agreement on the terms of the access shall not be unreasonably withheld or delayed.
4. **Removal of Installed Equipment.** Following reasonable notice, the equipment owner shall be required, at its own expense, to remove or relocate equipment, at the request of the property owner, provided that the equipment owner shall not be required to do so if it would have a negative impact on the reliability of the service provided, or be prevented from performing its own obligations or exercising its rights under this Operating Agreement.
5. **Costs.** The equipment owner shall repair at its own expense any property damage it causes in exercising its rights and shall reimburse the property owner for any other reasonable costs that it may be required to incur to accommodate the equipment owner's exercise of its rights under Section 1 or Section 4.
6. **Rights to Assets.** The Parties shall not interfere with each other's assets, without prior written agreement.
7. **Inspection of Facilities.** In order to meet their respective obligations under this Operating Agreement, the CAISO may view or inspect SUDC Facilities and the SUDC may view or inspect CAISO Controlled Grid facilities. Provided that reasonable notice is given, a Party shall not unreasonably deny access to such facilities for viewing or inspection by the requesting Party.
8. **Access During Emergencies.** Either Party shall have rights of access, without prior notice, to the other Party's equipment as necessary during times of a System Emergency.

California Independent System Operator Corporation

Fifth Replacement Tariff

SCHEDULE 9

SUDC OPERATING PROCEDURES

[To be determined.]

June 12, 2013