

### 11.29.1.1

#### CAISO AS COUNTERPARTY; BILLING AND PAYMENT;

- (a) The CAISO shall be the contracting counterparty, in its own name and right, to each Scheduling Coordinator, CRR Holder, Black Start Generator, or Participating TO for any purchase or sale of any product or service, or for any other transaction, that is financially settled by the CAISO under the CAISO Tariff, except under the following circumstances:
- i. The CAISO shall not be the contracting counterparty for transactions that procure Station Power for a Generating Unit located in Mexico or for transactions that procure Energy or Ancillary Services within Mexico; for such transactions, the CAISO will not act as principal but instead as agent for and on behalf of the relevant Scheduling Coordinators.
  - ii. The provisions of this Section 11.29 will not apply to the billing and payment of transactions associated with Trading Days that occurred prior to September 1, 2012. Billing and payment of such transactions shall be governed by the terms of the tariff effective on the Trading Days.

Bids for Supply submitted by a Scheduling Coordinator for any resource funded by Municipal Tax Exempt Debt are not, and shall not be construed or deemed to be, a sale to the CAISO or other transaction that is financially settled by the CAISO to the extent that the total MW volume of such Bids for Supply that clear in any settlement interval is less than or equal to the metered CAISO Demand for that settlement interval for the Load Serving Entity that holds entitlements to the resources for which such Bids for Supply are submitted. The preceding sentence shall not affect credit requirements under Section 12 of the CAISO Tariff or settlements charges and credits issued pursuant to any section of the CAISO tariff. The details of such Bids for Supply may be included in Invoices by the CAISO for purposes of calculating settlement charges and credits other than for Supply.

