

PLANNING COORDINATOR AGREEMENT

THIS AGREEMENT is dated this ___ day of _____, 2020, and is entered into, by and between:

(1) XXX, having its registered and principal place of business located at _____ (“XXX”);

and

(2) the California Independent System Operator Corporation, a California nonprofit public benefit corporation, having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate, initially 250 Outcropping Way, Folsom, California 95630 (“CAISO”).

XXX and CAISO are hereinafter referred to as the “Parties”.

RECITALS

A. WHEREAS, Section 215 of the Federal Power Act, 16 USC 824o, requires all users, owners and operators of the bulk-power system to comply with applicable reliability standards approved by the Federal Energy Regulatory Commission (“FERC”) (“Reliability Standards”); and

B. WHEREAS, North American Electric Reliability Corporation (“NERC”) and the Western Electricity Coordinating Council (“WECC”) have developed Reliability Standards, certain of which apply to CAISO and XXX, and NERC has delegated to WECC enforcement of the Reliability Standards in the Western Interconnection including California; and

C. WHEREAS, XXX owns transmission facilities, and generation units connected to those transmission facilities, that are part of the Bulk Electric System (“BES”) and are located within CAISO’s Balancing Authority Area (“BAA”) (“XXX BES Facilities”), as well as certain transmission facilities, and generation units connected to those transmission facilities, that are not part of the BES (“XXX Non-BES Facilities”). The XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement are listed in Attachment 1.

D. WHEREAS, XXX’s current XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement are set forth in the diagram attached as Attachment 1 (Attachment 1 contains Confidential Information and is subject to Section 4.2); and

E. WHEREAS, XXX is registered with NERC as a _____; and

F. WHEREAS, CAISO is registered with NERC as a Planning Authority (which is synonymous with “Planning Coordinator”); and

G. WHEREAS, XXX has determined that there is a need for XXX to identify a Planning Coordinator for its XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement, currently and into the foreseeable future; and

H. WHEREAS, CAISO has determined it is qualified to be the Planning Coordinator for XXX; and

I. WHEREAS, pursuant to this Agreement, CAISO agrees to be the Planning Coordinator for XXX; and

J. WHEREAS, the Parties are entering into this Agreement in order to establish the terms and conditions on which CAISO and XXX will discharge their respective duties and responsibilities.

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

AGREEMENT

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words in this Agreement that are not defined herein shall have the meanings set forth in NERC’s “Glossary of Terms Used in NERC Reliability Standards” (“NERC Glossary of Terms”).

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

- (a) if there is any inconsistency between this Agreement and the NERC Glossary of Terms, the NERC Glossary of Terms 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 an Article, Section or Attachment shall mean an Article, Section or Attachment of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument 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 Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 Description of CAISO Responsibilities. While the Agreement is in effect, CAISO shall have the following responsibilities, including:

- (a) CAISO is registered with NERC as a Planning Authority (which is synonymous with Planning Coordinator); and
- (b) CAISO will serve as the Planning Coordinator (as that term is defined in the NERC Reliability Functional Model) for the XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement;
- (c) While the Agreement is in effect, CAISO will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Planning Coordinator for the XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement.

2.2 Description of XXX Responsibilities. While the Agreement is in effect, XXX shall have the following responsibilities, including:

(a) XXX is registered with NERC as a Transmission Planner; and

(b) XXX will be responsible for compliance, as determined by FERC, NERC and WECC, with all Reliability Standards applicable to a Transmission Planner for the XXX BES and XXX Non-BES Facilities covered by this Agreement – as specified in the list in Attachment 1.

ARTICLE III PROCEDURES AND COMPLIANCE

3.1 Coordination. The Parties agree that, for illustrative purposes only, Attachment 2 to this Agreement describes how CAISO and XXX anticipate coordinating with each other while carrying out their respective responsibilities as a Planning Coordinator and Transmission Planner with respect to the XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement. XXX and CAISO may revise Attachment 2 by mutual written agreement. Regardless of the terms set forth in Attachment 2, the Parties agree that they must each meet their respective responsibilities as Planning Coordinator and Transmission Planner.

3.2 CAISO's Use Of Existing Practices, Procedures and Processes. Except as otherwise agreed by the Parties, to the extent applicable, CAISO will utilize its existing practices, procedures, and processes in performing its responsibilities as the Planning Coordinator for XXX. For the avoidance of doubt, the Parties clarify that requests for new or modified interconnections to the XXX BES Facilities or XXX Non-BES Facilities covered by this Agreement may be processed pursuant to the interconnection procedures adopted by XXX and are not required to be undertaken pursuant to CAISO's existing practices, procedures and process for interconnections to PTO facilities.

3.3 Interconnections to PTO Facilities. This Agreement does not change the respective rights and responsibilities of CAISO and XXX with respect to interconnections to other facilities.

3.4 XXX's Responsibility for its Facilities. XXX will coordinate and cooperate with CAISO in accordance with applicable Reliability Standards and will seek in good faith to reach agreement where possible on study assumptions, impacts and acceptable solutions. Nonetheless, consistent with its responsibility to meet Reliability Standards applicable to a Transmission Owner and a Transmission Planner, XXX has final authority over and is solely responsible for implementing necessary corrective actions, modifications or changes to its facilities.

3.5 Provision of Data. XXX will provide to CAISO in a timely manner all model data, including facility ratings, necessary for CAISO to perform the studies required for CAISO to fulfill its responsibilities as Planning Coordinator for the XXX BES Facilities and XXX Non-BES Facilities covered by this Agreement, and CAISO agrees to use this information solely for this purpose.

3.6 Compliance.

3.6.1 The Parties will cooperate with each other with respect to all compliance related activities, including but not limited to WECC audits of Reliability Standards, and with respect to the Transmission Planner and the Planning Coordinator functions.

3.6.2 Each Party shall comply with a reasonable request for data or assistance from the other Party to the extent reasonably necessary to demonstrate compliance with an applicable Reliability Standard, including providing reports or data reasonably necessary to support the other party's self-certifications, potential violation reviews, or WECC audits of Reliability Standards.

3.7 Additional Studies or Assessments By CAISO. XXX may request CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator. At its sole discretion, CAISO may agree to undertake such studies or assessments, subject to reimbursement for the cost of such work by XXX in accordance with Section 4.1.2 of the Agreement

ARTICLE IV GENERAL TERMS AND CONDITIONS

4.1 Payment

4.1.1 Annual Service Fee. XXX will compensate CAISO for its services as Planning Coordinator under this Agreement by paying CAISO an annual service fee ("Annual Fee"), which will not exceed an aggregate sum of \$_____ during the Current Term of the Agreement.

CAISO shall invoice XXX for the first Annual Fee within thirty (30) days of the Effective Date, and shall invoice XXX within thirty (30) days of each anniversary to the Effective Date during the Current Term consistent with Section 4.1.3. XXX will pay the invoice no later than thirty (30) days after receipt thereof.

The annual service fee will be based on the number of XXX BES Facilities and XXX non-BES Facilities covered by this Agreement multiplied by CAISO's long term transmission planning process ("TPP") cost per transmission circuit. The TPP cost per transmission circuit will be based on the CAISO annual budget and Grid Management Charge Rates as amended from time to time and the total number of circuits owned

by the PTOs included in CAISO's most current transmission plan. The calculation of the annual service fee for each year of the Current Term is set forth in Attachment 3. Subsequent annual service fees will be calculated in the same manner using data from the most recently published California ISO Grid Management Charge Update Cost of Service Study.

4.1.2 Hourly Fees. If, pursuant to Section 3.7, XXX requests CAISO to undertake additional studies or assessments that are not within CAISO's responsibility as a Planning Coordinator, and CAISO agrees to undertake such studies or assessments, XXX shall compensate CAISO at an hourly rate that is based on CAISO's internal labor costs plus overhead. Before any studies or assessments are undertaken, CAISO and XXX will agree in writing on the applicable hourly rate, the scope of work, and a total fee estimate. CAISO shall submit to XXX monthly invoices for such studies or assessments consistent with Section 4.1.3 of the Agreement no later than thirty days after undertaking such work.

4.1.3 Invoices. Invoices furnished by CAISO under this Agreement will be in a form acceptable to XXX and include a unique invoice number. XXX will provide CAISO with an acceptable form of invoice no later than the Effective Date of the Agreement. Payment shall be made by XXX to CAISO at the address specified in Attachment 4 to this Agreement.

4.2 Confidentiality

4.2.1 Both Parties understand and agree that, in the performance of the work or services under this Agreement or in contemplation thereof, a Party (a "Recipient") may have access to private or Confidential Information (as defined below) which may be owned or controlled by the other Party (a "Discloser") and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Discloser. Both Parties agree that all Confidential Information disclosed by a Discloser to a Recipient shall be held in confidence by the Recipient and used only in performance of the Agreement, except to the extent such information is required to be disclosed by local, State or Federal laws and regulations or by court or public agency order. A Recipient shall exercise the same standard of care to protect a Discloser's confidential information as a reasonably prudent contractor would use to protect its own proprietary data. "Confidential Information" means (i) all written materials marked "Confidential", "Proprietary" or with words of similar import provided to either Party by the other Party, 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, respectively, provided that such indication is confirmed in writing within five (5) business days of the disclosure. 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.

4.2.2 In the event that disclosure of confidential or proprietary information is required by local, State or Federal laws and regulations or by court or public agency order, the Recipient shall give prior written notice to the Discloser as far in advance as reasonably possible. The Recipient shall cooperate with the Discloser in the event the Discloser seeks a protective order or other appropriate remedy to prevent such disclosure and, if such a protective order or other remedy cannot be obtained by such Discloser, the Recipient shall disclose only that portion of the confidential or proprietary information that is legally required to be disclosed.

4.2.3 Notwithstanding Sections 4.2.1 and 4.2.2 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 Section 4.2.2, 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.

4.2.4 The Parties acknowledge that the CAISO must comply with Section 20 of the CAISO Tariff.

4.3 Effective Date. This Agreement shall be effective as of the later of the date it is executed by the Parties or the date accepted for filing and made effective by FERC ("Effective Date") and shall remain in full force and effect for three (3) years from the Effective Date ("Current Term") or as terminated pursuant to Section 4.4 of this Agreement. Beginning on the Effective Date, CAISO will commence activities necessary to perform the services described in Section 2.1 herein. The Parties may mutually agree in writing to extend the term of the Agreement at any time.

4.4 Termination

4.4.1 Termination by CAISO. CAISO may terminate this Agreement by giving thirty (30) days prior written notice of termination to XXX, in the event that XXX commits any material default under this Agreement which, if capable of being remedied, is not remedied within thirty (30) days after CAISO has given to XXX written notice of the default, unless excused by reason of Uncontrollable Force (as defined in Appendix A of the CAISO Tariff) in accordance with Section 4.9 of this Agreement. In addition, CAISO may terminate this Agreement by giving not less than a one year prior written notice of termination to XXX. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. In the case of a XXX uncured material default, the filing of the notice of termination by CAISO with FERC will be considered

timely if the filing of the notice of termination is made after the preconditions for termination have been met, and CAISO files the notice of termination within sixty (60) days after issuance of the notice of default. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.2 Termination by XXX. XXX may terminate this Agreement by giving not less than ninety (90) days prior written notice of termination to CAISO. With respect to any notice of termination given pursuant to this Section, if filing at FERC is required for this Agreement, CAISO must file a timely notice of termination with FERC. The filing of the notice of termination by CAISO with FERC will be considered timely if the request to file a notice of termination is made, and CAISO files the notice of termination with FERC within thirty (30) days of receipt of XXX's notice of termination. The notice of termination shall become effective on the later of (i) the date specified in the notice of termination, or (ii) in the event filing of the notice of termination is required, the date FERC accepts such notice.

4.4.3 Termination by Mutual Agreement. The Parties may terminate this Agreement at any time upon mutual agreement in writing.

4.4.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, each Party will be released from all obligations to the other Party arising after the date of expiration or termination, except that expiration or termination of this Agreement will not (i) relieve either Party of those terms of this Agreement which by their nature are intended to survive, including without limitation Section 4.1.3 (Invoices), Section 4.2 (Confidentiality), Section 4.5 (Dispute Resolution), Section 4.6 (Representations and Warranties), Section 4.7 (Liability), Section 4.8 (Insurance), Section 4.11 (Notices), Section 4.13 (Governing Law and Forum), and Section 4.17 (Severability), (ii) relieve XXX of its payment obligations for services already rendered in accordance with the terms of this Agreement, or (iii) relieve either Party from any liability arising from any breach of this Agreement.

4.4.5 Transition Assistance. Except in the case of a termination for a default by XXX, if XXX so requests, CAISO will reasonably assist XXX to transition to another Planning Coordinator, including providing data and assistance, provided that XXX will reimburse CAISO for its reasonable costs of such assistance.

4.5 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. If such efforts do not result in settlement, Section 4.13 shall apply.

4.6 Representation and Warranties. Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.

4.7 Liability.

4.7.1 Limitation of Liability. Neither Party shall be liable to the other Party under any circumstances, whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4.7.2 Assessment of Penalties. If FERC, NERC or WECC assesses one or more monetary penalties against CAISO as a Planning Coordinator for the violation of one or more Reliability Standards, and the conduct or omission(s) of XXX contributed, in whole or in part, to the violation(s) at issue, then the CAISO may recover from XXX that portion of the penalty that resulted from XXX's conduct or omissions(s) provided that each of the conditions set forth in Section 14.7.2.1 of the CAISO Tariff are met except that references to the Market Participant that caused or contributed to the violation at issue should be taken to be references to XXX, and instead of the payment provisions described in Section 14.7.2.5 of the CAISO Tariff, the payment provisions in Section 4.1.3 of this Agreement shall apply.

4.8 Insurance. CAISO is responsible for maintaining in force, during the full term of the Agreement, Commercial General Liability, Workers' Compensation, Commercial Auto Liability and Professional Liability insurance coverage.

4.9 Uncontrollable Forces Tariff Provisions. The Parties agree that Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Sections 14.1, 14.2 and 14.3 of the CAISO Tariff to Market Participants shall be read as a reference to XXX and references to the CAISO Tariff shall be read as references to this Agreement.

4.10 Assignments. Either Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Party's prior written consent in accordance with Section 22.2 of the CAISO Tariff. In the case of XXX, a prior written consent must be executed and approved in the same manner as this Agreement. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.

4.11 Notices. The Parties agree that any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 22.4.1 of the CAISO Tariff, provided that all references in Section 22.4.1 of the CAISO Tariff to Market Participants shall be read as a reference to XXX and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative

of the other Party indicated in Attachment 4. A Party must update the information in Attachment 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.

4.12 Waivers. Any waiver at any time by either 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.

4.13 Governing Law and Forum. This 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 its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement, shall be brought in any of the following forums, as appropriate: any court of the State of California or any federal court of the United States of America located in Sacramento in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.

4.14 Compliance with Laws. The Parties shall keep themselves fully informed of all federal, state and local laws in any manner affecting the performance of this Agreement, and must at all times comply with such applicable laws as they may be amended from time to time.

4.15 Subcontracting. Neither Party may subcontract this Agreement, nor any part of thereof, unless such subcontracting is first approved by the other Party in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

4.16 Merger. This Agreement constitutes the complete and final 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.

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

4.18 Amendments. This Agreement and the Attachments 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 CAISO to unilaterally make application to FERC for a change in the rates, terms and conditions of this Agreement under Section 205 of the FPA and pursuant to FERC's rules and regulations promulgated thereunder, and XXX shall have the right to make a unilateral filing with FERC to modify this 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 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.

4.19 Counterparts. This 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 Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this 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: _____

XXX

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1
XXX System One-Line Diagram
CONFIDENTIAL

Attachment 2
CAISO and XXX Coordination

1. Facility Interconnection Studies

Applicable standards: FAC-002-2

With respect to interconnections to XXX facilities, XXX will conduct interconnection studies pursuant to its facilities interconnection procedures and will provide facility interconnection information and study results to the CAISO. As appropriate, the CAISO will incorporate information from XXX interconnection studies in its Generator Interconnection Deliverability Allocation Procedures (“GIDAP”) and TPP studies. XXX and CAISO will jointly evaluate, coordinate and cooperate on interconnection studies. This agreement does not affect either (1) interconnections to the CAISO Controlled Grid facilities which will continue to be governed by the CAISO Tariff and Business Practice Manuals (“BPMs”), or (2) XXX’s rights and responsibilities with respect to such interconnections.

2. Transmission Planning

Applicable standards: TPL-001-4; TPL-007-3 (through 9/30/2020); TPL-007-4 (effective date starting 10/1/2020 for R1, R2, R5, R9, and with other requirements having later effective dates, spanning from 7/1/2021 through 1/1/2024); WECC Regional Criteria TPL-001-WECC-CRT-3.2; WECC BES Inclusion Guideline, and ultimately TPL-001-5 (with a 7/1/2023 effective date).

XXX will participate in the CAISO Transmission Planning Process (“TPP”). XXX will submit to the CAISO the information about the XXX system that the CAISO requires to undertake its TPP. The CAISO will undertake its TPP in accordance with its Tariff and BPMs. Consistent with XXX’s responsibility to meet Reliability Standards applicable to a Transmission Planner or Transmission Owner, XXX has the final responsibility and authority over implementing corrective actions, modifications or changes to its facilities.

TPL-007-3 and now TPL-007-4 pertain to transmission system planned performance for geomagnetic disturbance (GMD) events. CAISO as the Planning Coordinator and XXX as the Transmission Planner, (and Transmission Owner), will identify their roles and responsibilities in a matrix identifying which entity will maintain models (i.e., GIC system models), participate in WECC-wide studies, or perform studies, needed to complete benchmark and supplemental GMD Vulnerability Assessments, and implement GMD measurement data processes.

3. SOL Methodology, SOLs, IROLs, Transfer Capability, and Stability Limits

Applicable standards: FAC-010-3, FAC-013-2, FAC-014-2

CAISO documents and shares its FAC-010-3 SOL Methodology for use in developing SOLs within its Planning Coordinator Area, and includes sharing its SOL Methodology with the XXX system. If applicable, XXX will establish and provide to CAISO SOLs for the XXX system consistent with the CAISO SOL Methodology. CAISO will adopt SOLs for its Planning Coordinator Area, incorporating as appropriate the information provided by XXX. XXX will provide CAISO facility ratings for its BES equipment. XXX will provide CAISO XXX's list of multiple XXX/ Adjacent System contingencies (if any) which result in stability limits on the XXX system for use by the CAISO as appropriate in carrying out its responsibilities under FAC-014-2. . CAISO will provide its FAC-013-2 Transfer Capability Methodology and Transfer Capability assessment results to XXX, until FAC-013-2 is retired in its entirety, effective 60 days after being posted in the Federal Register (posted to the Federal Register on 10/15/2020, and slated for retirement on 12/24/2020). FERC Final Ruling in Docket Nos. RM19-16-000 and RM19-17-000, dated 9/17/2020.

4. Modeling, Data, and Analysis

Applicable standards: MOD-031-2; MOD-032-1; MOD-033-1

MOD-031-2 Demand and Energy Data;
MOD-032-1 Data for Power System Modeling and Analysis;
MOD-033-1 Steady-State and Dynamic System Model Validation

XXX will provide to CAISO XXX's transmission system load and modeling data pursuant to the requirements of MOD-032-1 and the WECC Data Preparation Manual and CEC data collection requirements. The CAISO will include this data in its documentation for its Planning Coordinator Area and/or Balancing Authority Area, developed consistent with the NERC MOD Standards, the CAISO Tariff and BPMs, that identify the scope and details of the actual and forecast (a) Demand data, (b) Net Energy for Load data, and (c) controllable DSM data to be reported for system modeling data for power system modeling and reliability analyses. The CAISO will use the XXX transmission system load and modeling data and models provided by XXX as needed to meet its obligations under MOD-031-2, MOD-032-1, and MOD-033-1. XXX currently has 8 MW of contractually interruptible demand (one customer) and 7 MW of standby demand (one customer) on the XXX system. There is currently no Direct Control Load Management (DCLM) load data on the XXX system.

5. Underfrequency Load Shedding (UFLS)

Applicable standards and regional criteria: PRC-006-3, WECC Regional Criteria PRC-006-WECC-CRT-3, and the NERC Standard PRC-006-5 WECC Regional Variance (when it becomes effective).

XXX will participate in and/or provide information as necessary to WECC to be used as part of the WECC Off-Nominal Frequency Load Shedding Plan and for CAISO's studies and activities related to PRC-006-3 and the WECC Regional Criteria PRC-006-WECC-CRT-3.

6. Transmission Relay Loadability

Applicable standard: PRC-023-4

CAISO will include the XXX BES Facilities and the XXX Non-BES Facilities covered by this Agreement in its Transmission Register as non-PTO facilities and will include such facilities in its determination of assessments required under PRC-023-4 R6. Upon request, XXX will provide facilities information needed by CAISO to perform its PRC-023-4 R6 evaluations. The CAISO will assist XXX in obtaining access to the CAISO's Transmission Register.

7. Additional Protection and Control (PRC) Standards

Applicable standards: PRC-010-2; PRC-026-1 R1 (1/1/2018), PRC-012-2 (1/1/2021)

- PRC-010-2 Undervoltage Load Shedding (UVLS) (4/2/2017), if applicable;
- PRC-026-1 R1 (1/1/2018) Relay Performance During Stable Power Swings;
- PRC-012-2 Remedial Action Schemes (1/1/2021 Effective Date).

If PRC-010-2 is applicable to XXX, XXX will provide any relevant information to CAISO in compliance with PRC-010-2 (UVLS).

PRC-026-1 is to ensure that load-responsive protective relays are expected to not trip in response to stable power swings during non-Fault conditions. Refer to Attachment A in the standard, and in particular, Criterion 4. An Element identified in the most recent annual Planning Assessment where relay tripping occurs due to a stable or unstable power swing during a simulated disturbance. Also refer to the Application Guidelines in the standard.

PRC-012-2 is to ensure that Remedial Action Schemes (RAS) do not introduce unintentional or unacceptable reliability risks to the BES. Under Requirement R4, the Planning Coordinator, at least once every five full calendar years, shall perform an evaluation of each RAS within its planning area. The R4 RAS evaluation has begun in 2020 per the PRC-012-2 R4 scope document with PC and TO/TP input. Began

performing RAS evaluation in 2020 per the scope and schedule identified in the scope document. Evaluation of RAS within the ISO Planning Coordinator Area is to be conducted over a five year period. The PC is to provide year-end results of the RAS evaluation to the RC, RAS-entity (i.e., TO, GO, DP), impacted TP(s) and PC(s) by year end.

8. Outage Coordination

Applicable standard: IRO-017-1 Requirements R3 & R4 (4/1/2017)

Requirement R3 requires the CAISO as the Planning Coordinator and XXX as the Transmission Planner to provide its Planning Assessment to the impacted Reliability Coordinator (RC West).

Requirement R4 requires each Planning Coordinator and Transmission Planner to jointly develop solutions with its respective Reliability Coordinator (RC West) for identified issues or conflicts with planned outages in its Planning Assessment for the Near-Term Transmission Planning Horizon.

9. Nuclear

NUC-001-3 is applicable to the CAISO as a Planning Coordinator and to its Planning Coordinator Area, as the PG&E Diablo Canyon Nuclear Power Plant, located in PG&E's service area, is part of the ISO-controlled grid.

10. Cyber Security Standards

Applicable Standards:

CIP-002-5.1a – Cyber Security – BES Cyber System Categorization
Medium Impact Rating (M) Attachment 1 Criteria 2.3, 2.6, and 2.9, if applicable;

and possibly CIP-014-2 R2 Physical Security (**only if** the Planning Coordinator is requested by the Transmission Owner to be the unaffiliated third party to verify the Transmission Owner's risk assessment performed in R1.)

Attachment 3

Calculation of Annual Service Fee For 2020

Attachment 4

Notices & Authorized Representatives

1. 1. As to the CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION:

Authorized Representative:

Jeffrey Billinton
Director, Transmission Infrastructure Planning
California Independent System Operator Corporation
250 Outcropping Way
Folsom, CA 95630
Phone: (916) 608-7126
Email: jbillinton@caiso.com

Contract Administration:

Attn: Regulatory Contracts
Phone: (916) 351-4400
Email: RegulatoryContracts@caiso.com

2. As to the XXX

Authorized Representative:

CAISO Invoices:

Submit invoices to XXX