

TRANSMISSION ENTITLEMENTS

- I. In relation to any such transmission lines and associated facilities that the applicant does not own, a copy of each document setting out the applicant's Entitlements to such lines and facilities and a summary matrix in the format provided in Attachment A.

APPENDIX A

POINT OF RECEIPT-DELIVERY	PARTIES	DIRECTION	CONTRACT-TITLE	FERC	CONTRACT TERMINATION	CONTRACT AMOUNT
1. Mead-Adelanto Project (MAP)	SCPPA, MSR, Vernon	Bi-Directional	<ul style="list-style-type: none"> - MAP Joint Ownership Agreement. - Adelanto Switching Station Interconnection Agreement. - Marketplace-McCullough 500 kV Interconnection Agreement. 		As agreed to by the owners and approved by the Project Coordinating Committee.	75 MW
2. Mead-Phoenix Project (MPP)	SCPPA, MSR, Vernon, SRP, APS		<ul style="list-style-type: none"> - MPP Joint Ownership Agreement. - Westwing Substation Interconnection Agreement - Mead Interconnection Agreement. - Marketplace-McCullough 500 kV Interconnection Agreement. 		As agreed to by the owners and approved by the Project Management Committee.	
a) Westwing-Mead b) Mead Substation c) Mead-Marketplace		Bi-Directional Bi-Directional Bi-Directional				28 MW 47 MW 75 MW
3. Sylmar-Midway (After 12/31/2007).	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	93 MW

4. Sylmar-Laguna Bell - Through midnight December 31, 2002. - After midnight December 31, 2002.	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	93 MW 60MW
5. Midway-Laguna Bell (After 12/31/2007).	Vernon, Edison	Bi-Directional	Edison-Vernon PDCI/COTP FTS	272	(1) See Notes	60 MW
6. Mead-Laguna Bell	Vernon, Edison	Bi-Directional	Edison-Vernon Mead FTS	207	(2) See Notes	26 MW
7. Victorville-Lugo Midpoint-Laguna Bell Note: Service is reduced to 11 MW on 1/1/2003, unless Vernon elects by 10/1/2002 to extend up to an additional 64 MW of service.	Vernon, Edison	Bi-Directional	Edison-Vernon Victorville-Lugo Midpoint FTS	154	(3) See Notes	75 MW
8. Adelanto-Victorville/Lugo Midpoint	Vernon, Los Angeles	Bi-Directional	Los Angeles-Vernon Adelanto-Victorville/Lugo FTS	DWP No. 10396	(4) See Notes	75 MW
9. NOB-Sylmar-Midway Midway-Sylmar-NOB (6)	Vernon, PG&E	Bi-Directional	Transmission Service Exchange Agreement Between PG&E and the City of Vernon	148	(5) See Notes	93 MW N-S 82 MW S-N

Summary - Details are in each Agreement.

Notes:

- (1) Contract Termination: Upon termination of Vernon's ownership of a portion of the COTP entitlement.
- (2) Contract Termination: Upon termination of Vernon's Hoover Power Sales contract with WAPA; or 12/31/2007 based on proper notice from Vernon to Edison.

- (3) Contract Termination: Upon permanent removal from operation of the Mead-Adelanto 500 kV Transmission Project; or 12/31/2007 based on proper notice from Vernon to Edison.
- (4) Contract Termination: Upon permanent removal from operation of the Mead-Adelanto 500 kV Transmission Project; or four years prior written notice by either party.
- (5) Contract Termination:
 - 1. This Agreement may be terminated on July 31, 2007:
 - A. By PG&E with one year notice to Vernon, if PG&E has not retained for the remaining term of this Agreement at least a 659 MW transmission entitlement in DC Line at NOB.
 - B. By Vernon, if PG&E's entitlement in the DC Line after July 2007 results in an arrangement for the operation of DC Line as to reduce transmission capability.
 - C. If the DC Line or COTP facilities are retired.
 - 2. In the event City elects to participate in an alternative project that provides City with transmission capability between the Southern Terminus of COTP and Edison's system, City may terminate this Agreement by written notice to PG&E at least five (5) years in advance of such termination.
 - 3. Otherwise, the Agreement remains in effect until September 2042.
- (6) Transfer capability at Sylmar: In accordance with Section 7.2 of the PG&E-Vernon Transmission Service Exchange Agreement and Section 6.1 of the Edison-Vernon Firm Transmission Service Agreement, Vernon receives the following transmission services:
 - a) 93 MW from NOB to Sylmar.
 - b) 82 MW from Sylmar to NOB.
 - c) 93 MW from Sylmar to Laguna Bell (60 MW after midnight December 31, 2002).
 - d) 93 MW from Laguna Bell to Sylmar (60 MW after midnight December 31, 2002).
 - e) 60 MW to Sylmar through the regulating transformers.
 - f) 53 MW from Sylmar through the regulating transformers.
 - g) 93 MW from Sylmar to Midway, after 12/31/2007.
 - h) 93 MW from Midway to Sylmar, after 12/31/2007.

See Attachment II for copies of contracts.

ENCUMBRANCES

- III. A statement of any Encumbrances and a summary of matrix in the format provided in Attachment B to which any of the transmission lines and associated facilities to be placed under the ISO's Operational Control are subject, together with any documents creating such Encumbrances and any dispatch protocols to give effect to them, as the ISO may require.

APPENDIX B

POINT OF RECEIPT-DELIVERY	PARTIES	DIRECTION	CONTRACT TITLE	FERC NO.	CONTRACT TERMINATION	CONTRACT AMOUNT
1. North to South on COTP [1] South to North on COTP	Vernon, PG&E, TANC, WAPA, City of Shasta Lake, Carmichael Water District, San Juan Suburban Water District, CDWR		Transmission Service Exchange Agreement Between Pacific Gas & Electric Company and the City of Vernon	148		121 MW N-S 92 MW S-N
<p>Contract Termination:</p> <p>(1) This Agreement may be terminated on July 31, 2007:</p> <p style="margin-left: 40px;">A. By PG&E with one year notice to Vernon if PG&E has not retained for the remaining term of this Agreement at least a 659 MW transmission entitlement in DC Line at NOB.</p> <p style="margin-left: 40px;">B. By Vernon if PG&E's entitlement in the DC Line after July 2007 results in an arrangement for the operation of DC Line as to reduce transmission capability.</p> <p style="margin-left: 40px;">C. If the DC Line or COTP facilities are retired.</p> <p>(2) In the event City elects to participate in an alternative project that provides City with transmission capability between the Southern Terminus of COTP and Edison's system, City may terminate this Agreement by written notice to PG&E at least five (5) years in advance of such termination.</p> <p>(3) Otherwise, the Agreement remains in effect for fifty years from the effective date.</p>						

[1] PG&E is an existing PTO and a joint-owner of COTP. We believe documents relating to the COTP are submitted to the CAISO by PG&E.