

**FIRST AMENDMENT TO
LOS ANGELES-BURBANK
IPP TRANSMISSION SERVICE AGREEMENT
DWP AGREEMENT NO. 10006**

This First Amendment to the Los Angeles-Burbank IPP Transmission Service Agreement, DWP Agreement No. 10006, ("First Amendment") is dated for convenience this 5th day of April, 2013, and entered into by and between the CITY OF LOS ANGELES, a municipal corporation of the State of California, acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles ("LADWP") and the CITY OF BURBANK, a municipal corporation existing under the laws of the State of California ("Burbank"), hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Parties entered into a settlement agreement relating to credits owed by LADWP for adjustments to transmission service rates under DWP Agreement No. 10006; and

WHEREAS, part of the terms and conditions of the settlement agreement was to amend DWP Agreement No. 10006 to have a fixed transmission service rate.

NOW, THEREFORE, in consideration of the premises set forth above, the terms of which are incorporated by reference, and the mutual promises set forth hereinafter, the Parties intending to be legally bound agree as follows:

1. Section 4.4 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

The transmission facilities between the 500-kV bus at the Adelanto Switching Station and the 230-kV bus at Receiving Station E as listed in Exhibit A.

Section 4.4 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

The transmission facilities between the 500-kV bus at the Adelanto Switching Station and the 230-kV bus at Receiving Station E.

2. Section 4.10 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

IPP Capacity: The product of Burbank's STS Entitlement times the STS Rating, less STS Losses (all rounded to the next highest whole megawatt). The IPP Capacity shall initially be 84 MW based upon the following calculation:

$$\begin{aligned} \text{IPP Capacity} &= (\text{STS Entitlement} \times \text{STS Rating}) - \\ &\quad (\text{STS Losses} \times \text{STS Entitlement} \times \text{STS Rating}) \\ &= (0.04498 \times 1,920) - (.03 \times .04498 \times 1,920) \\ &= 84 \text{ MW} \end{aligned}$$

The initial IPP Capacity shall remain in effect until it is recalculated pursuant to the terms of this Agreement.

Section 4.10 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

IPP Capacity: The product of Burbank's STS Entitlement and the STS Rating, less STS Losses (all rounded to the next highest whole megawatt). Burbank's IPP Capacity as of September 1, 2012 is calculated to be 104 MW based upon the following calculation:

$$\begin{aligned} \text{IPP Capacity} &= (\text{STS Entitlement} \times \text{STS Rating}) - \\ &\quad (\text{STS Losses} \times \text{STS Entitlement} \times \text{STS Rating}) \\ &= (0.04498 \times 2,400) - (.04 \times .04498 \times 2,400) \\ &= 104 \text{ MW} \end{aligned}$$

Burbank's IPP Capacity, as amended, shall remain in effect until it is recalculated pursuant to the terms of this Agreement.

3. Section 4.24 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

STS Losses: Shall be deemed to be the percentage losses incurred on the STS. The initial STS Losses are deemed to be three percent of Burbank's STS Entitlement, and shall remain in effect until changed pursuant to the terms of this Agreement.

Section 4.24 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

STS Losses: Shall be deemed to be the percentage losses incurred on the STS. The STS Losses at the time of this Amendment No. 1 are deemed to be four percent of Burbank's STS Entitlement, and shall remain in effect until changed pursuant to the terms of this Agreement.

4. Section 4.25 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

STS Rating: The maximum transfer capability of the Southern Transmission System under normal operating conditions as approved by the Coordinating Committee and which has been determined to be 1,920 MW, until such time that the Coordinating Committee shall have determined a different maximum transfer capability of the Southern Transmission System.

Section 4.25 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

STS Rating: The maximum transfer capability of the Southern Transmission System under normal operating conditions as approved by the Coordinating Committee and which has been determined to be 2,400 MW, until such time that the Coordinating Committee shall have determined a different maximum transfer capability of the Southern Transmission System.

5. Section 6.4 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

As payment for the transmission service provided herein, Burbank shall pay Los Angeles at the initial rate of \$1.01 per kilowatt-month as determined in accordance with the methodology set forth in Exhibit A. Burbank's

monthly payment for transmission service provided herein, excluding scheduling and dispatching charges and losses, shall be equal to the product of the rate for transmission service, initially \$1.01 per kilowatt-month, and IPP Capacity.

Section 6.4 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

Burbank shall pay Los Angeles at a fixed rate of the product of \$0.80 per kilowatt-month and Burbank's IPP Capacity, excluding scheduling and dispatching charges and losses.

6. Section 6.5 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

The initial rate for transmission service specified in Section 6.4 consists of the sum of two components as set forth in Exhibit A: (i) \$0.54/kW-month, the Adelanto/Victorville – Rinaldi component which shall be subject to adjustment, from time to time, pursuant to Section 6.6, and (ii) \$0.47/kW-month, the Beltline Transmission System rate which shall remain fixed for the term of this Agreement.

Section 6.5 of the Los Angeles-Burbank IPP Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

7. Section 6.6 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

The Parties understand and agree that the interest rate used in determining the Adelanto/Victorville – Rinaldi component of the transmission service rate is based upon the interest rate in financing the STS as specified in Exhibit A. In the event of any refinancing which results in the lowering of the interest rate in financing the STS, Los Angeles shall, as soon as practical, revise the transmission service rate based upon the new interest rate for the STS and shall revise Exhibit A to reflect such change. The revised transmission service rate shall become effective as of the effective date of the STS refinancing causing such revision. As soon as practical,

Los Angeles shall give Burbank written notice of the new transmission service rate. Such new rate shall remain in effect until changed pursuant to this Section 6.6.

Section 6.6 of the Los Angeles-Burbank IPP Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

8. Section 6.7 of the Los Angeles-Burbank IPP Transmission Service Agreement currently reads:

In the event of an upgrade to increase the transfer capability of the Southern Transmission System beyond 1,920 MW, Los Angeles will determine whether there is sufficient transmission capacity to provide additional transmission service to Burbank between the Adelanto/Victorville area and Los Angeles' Beltline Transmission System. If Los Angeles determines that sufficient transmission capacity is available to provide such additional transmission service to Burbank with no further additions to Los Angeles' transmission system, Los Angeles shall notify Burbank in writing of such determination and the revised IPP Capacity under this Agreement. In the event sufficient transmission capacity is not available to provide additional transmission service, the Parties will work together to develop additional transmission between the Adelanto/Victorville area and Los Angeles' Beltline Transmission System that may be required in conjunction with any upgrade to the Southern Transmission System.

Section 6.7 of the Los Angeles-Burbank IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

In the event of an upgrade to increase the transfer capability of the Southern Transmission System beyond 2,400 MW, Los Angeles will determine whether there is sufficient transmission capacity to provide additional transmission service to Burbank between the Adelanto/Victorville area and Los Angeles' Beltline Transmission System. If Los Angeles determines that sufficient transmission capacity is available to provide such additional transmission service to Burbank with no further additions to Los Angeles' transmission system, Los Angeles shall notify Burbank in writing of such determination and the revised IPP Capacity under this Agreement. In the

event sufficient transmission capacity is not available to provide additional transmission service, the Parties will work together to develop additional transmission between the Adelanto/Victorville area and Los Angeles' Beltline Transmission System that may be required in conjunction with any upgrade to the Southern Transmission System.

9. Exhibit A of the Los Angeles-Burbank IPP Transmission Service Agreement shall be deleted in its entirety and is hereby amended by this Amendment No. 1 to read:

Reserved.

10. Except for the amendments expressly identified within this First Amendment, all other terms and conditions of the Los Angeles-Burbank IPP Transmission Service Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the _____ day of _____, 20__.

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By _____

Title _____

And _____

Secretary

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

FEB 21 2014

BY *Lonnie Eldridge*
LONNIE ELDRIDGE
DEPUTY CITY ATTORNEY

ATTEST:

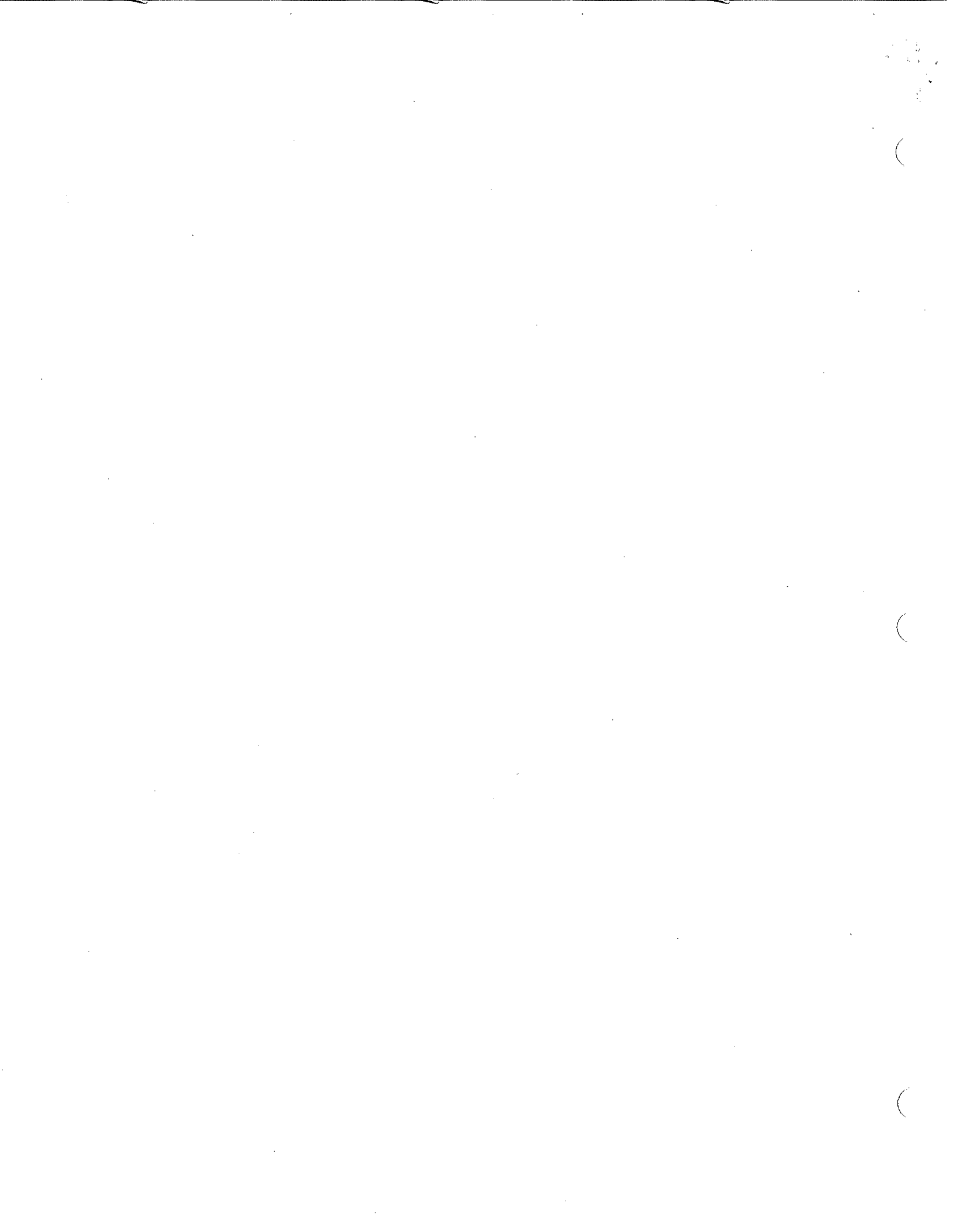
THE CITY OF BURBANK

By _____

Title _____

By _____

Title _____



**FIRST AMENDMENT TO
LOS ANGELES-BURBANK
ADELANTO/RS-E TRANSMISSION SERVICE AGREEMENT
FOR
BURBANK'S MEAD-ADELANTO TRANSMISSION
CAPACITY ENTITLEMENT
DWP AGREEMENT NO. 10412**

This First Amendment to the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement, DWP Agreement No. 10412, ("First Amendment") is dated for convenience this 5th day of April, 2013, and entered into by and between the CITY OF LOS ANGELES, a municipal corporation of the State of California, acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles ("LADWP") and the CITY OF BURBANK, a municipal corporation existing under the laws of the State of California ("Burbank"), hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Parties entered into a settlement agreement relating to credits owed by LADWP for adjustments to transmission service rates under DWP Agreement No. 10412; and

WHEREAS, part of the terms and conditions of the settlement agreement was to amend DWP Agreement No. 10412 to have a fixed transmission service rate.

NOW, THEREFORE, in consideration of the premises set forth above, the terms of which are incorporated by reference, and the mutual promises set forth hereinafter, the Parties intending to be legally bound agree as follows:

1. Section 10.1 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement currently reads:

As payment for the transmission service provided hereunder, Burbank shall pay to Los Angeles, each month, an amount equal to the product of the rate for transmission service, initially \$1.01 per kilowatt-month, and the then-current quantity of transmission service provided hereunder.

Section 10.1 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement is hereby amended by this Amendment No. 1 to read:

Burbank shall pay Los Angeles at a fixed rate of the product of \$0.80 per kilowatt-month and Burbank's then-current quantity of transmission service provided under this Agreement.

2. Section 10.2 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement currently reads:

The initial rate for transmission service of \$1.01 per kilowatt-month consists of the sum of two elements as set forth in Exhibit A: (i) \$0.54 per kilowatt-month for the Adelanto/Victorville – Beltline Component; and (ii) \$0.47 per kilowatt-month for the Beltline Component.

Section 10.2 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

3. Section 10.3 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement currently reads:

The interest rate used in determining the transmission service rate for the Adelanto/Victorville-Beltline Component is based upon the interest rate used in financing the Southern Transmission System as specified in Exhibit

A. In the event of any refinancing which results in the lowering of said interest rate, Los Angeles shall, as soon as practicable, revise both the transmission service rate and Exhibit A to reflect such new interest rate and shall revise Exhibit A to reflect such change. The revised transmission service rate shall become effective on the effective date of the associated refinancing. As soon as practicable, Los Angeles shall notify Burbank of the revised transmission service rate.

Section 10.3 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

4. Section 12.5 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement currently reads:

Burbank shall make remittance to Los Angeles at the following address:

Department of Water and Power of the City of Los Angeles
General Accounting Section
P.O. Box 10208, Area 4E
Van Nuys, California 91410-0208

Section 12.5 of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement is hereby amended by this Amendment No. 1 to read:

Burbank shall make remittance to Los Angeles at the following address:

Los Angeles Department of Water and Power
111 North Hope Street, Room 450
Los Angeles, CA 90012-5701

5. Exhibit A of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement shall be deleted in its entirety and is hereby amended by this Amendment No. 1 to read:

Reserved.

6. Except for the amendments expressly identified within this First Amendment, all other terms and conditions of the Los Angeles-Burbank Adelanto/RS-E Transmission Service Agreement for Burbank's Mead-Adelanto Transmission Capacity Entitlement, as amended, shall remain in full force and effect.

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**FIRST AMENDMENT TO
LOS ANGELES-BURBANK
VICTORVILLE-RECEIVING STATION E
TRANSMISSION SERVICE AGREEMENT
DWP AGREEMENT NO. 10931**

This First Amendment to the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement, DWP Agreement No. 10931, ("First Amendment") is dated for convenience this 5th day of April, 2013, and entered into by and between the CITY OF LOS ANGELES, a municipal corporation of the State of California, acting by and through the DEPARTMENT OF WATER AND POWER, a department organized and existing under the Charter of the City of Los Angeles ("LADWP") and the CITY OF BURBANK, a municipal corporation existing under the laws of the State of California ("Burbank"), hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Parties entered into a settlement agreement relating to credits owed by LADWP for adjustments to transmission service rates under DWP Agreement No. 10931; and

WHEREAS, part of the terms and conditions of the settlement agreement was to amend DWP Agreement No. 10931 to have a fixed transmission service rate.

NOW, THEREFORE, in consideration of the premises set forth above, the terms of which are incorporated by reference, and the mutual promises set forth hereinafter, the Parties intending to be legally bound agree as follows:

1. Section 4.4 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement currently reads:

Contract Path: The transmission facilities between the 500-kV bus at the Victorville Switching Station and the 230-kV bus at Los Angeles's Receiving Station E as listed in Exhibit A.

Section 4.4 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

Contract Path: The transmission facilities between the 500-kV bus at the Victorville Switching Station and the 230-kV bus at Los Angeles' Receiving Station E.

2. Section 7.1 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement currently reads:

Los Angeles will provide to Burbank 25 megawatts of transmission service between Point of Receipt/Delivery A and Point of Receipt/Delivery B for capacity and energy without regard to source or origin. Such transmission service will be provided in accordance with schedules developed pursuant to Section 8, subject to the provision of Section 7.3 and a revision of the megawatt value such that the transmission service provided herein shall equal 2.476 percent of the transfer capacity of the McCullough-Victorville Line 2 as determined by Los Angeles. Los Angeles shall notify Burbank as soon as practicable whenever the megawatt value of transmission service to be provided herein is or will be any other value than 25 megawatts.

Section 7.1 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

As of September 1, 2011, Los Angeles will provide 26 megawatts of transmission service to Burbank between Point of Receipt/Delivery A and Point of Receipt/Delivery B for capacity and energy without regard to source or origin. Such transmission service will be provided in accordance with schedules developed pursuant to Section 8, subject to the provision of Section 7.3 and any revision of the megawatt value such that the transmission service provided herein shall equal 2.476 percent of the transfer capacity of the McCullough-Victorville Line 2 as determined by Los Angeles. Los Angeles shall notify Burbank as soon as practicable whenever the megawatt value of transmission service to be provided herein is or will be any other value than 26 megawatts.

3. Section 7.5 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement currently reads:

As payment for the transmission service provided herein, Burbank shall pay Los Angeles at the initial rate of \$1.01 per kilowatt-month as determined in accordance with the methodology set forth in Exhibit A. Burbank's monthly payment for transmission service provided herein, excluding scheduling and dispatching charges and losses, shall be equal to the product of the rate for transmission service, initially \$1.01 per kilowatt-month, and the transmission capacity, in kilowatts, specified in Section 7.1.

Section 7.5 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

Burbank shall pay Los Angeles at a fixed rate of the product of \$0.80 per kilowatt-month and Burbank's entitlement of 2.476 percent transmission capacity in the McCullough-Victorville Line 2, excluding scheduling and dispatching charges and losses.

4. Section 7.6 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement currently reads:

The initial rate for transmission service specified in Section 7.5 consists of the sum of the two components as set forth in Exhibit A: (i) \$0.54/kW-month, the Adelanto/Victorville – Rinaldi component which shall be subject to adjustment, from time to time, pursuant to Section 7.7, and (ii) \$0.47/kW-month, the Beltline Transmission System rate which shall remain fixed for the term of this Agreement.

Section 7.6 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

5. Section 7.7 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement currently reads:

The Adelanto/Victorville – Rinaldi component of the transmission service rate shall be subject to adjustment, from time to time, according to the methodology set forth in Exhibit A. As soon as practical, Los Angeles shall give Burbank written notice of any adjustment to the transmission service rate. Such new rate shall remain in effect until changed pursuant to this Section 7.7.

Section 7.7 of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

6. Exhibit A of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement shall be deleted in its entirety and is hereby amended by this Amendment No. 1 to read:

Reserved.

7. Except for the amendments expressly identified within this First Amendment, all other terms and conditions of the Los Angeles-Burbank Victorville-Receiving Station E Transmission Service Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed on the _____ day of _____, 20__.


DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By _____

Title _____

APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

And _____

FEB 21 2014
BY 
LONNIE ELDRIDGE
DEPUTY CITY ATTORNEY

Secretary

ATTEST:

THE CITY OF BURBANK

By _____

Title _____

By _____

Title _____

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