

**FIRST AMENDMENT TO
LOS ANGELES-PASADENA
IPP TRANSMISSION SERVICE AGREEMENT
DWP AGREEMENT NO. 10008**

This First Amendment to the Los Angeles-Pasadena IPP Transmission Service Agreement, DWP Agreement No. 10008, ("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 PASADENA, a municipal corporation existing under the laws of the State of California ("Pasadena"), 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. 10008; and

WHEREAS, part of the terms and conditions of the settlement agreement was to amend DWP Agreement No. 10008 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-Pasadena IPP Transmission Service Agreement currently reads:

Contract Path: The transmission facilities between the 500-kV bus at the Adelanto Switching Station and the 230-kV bus at the Sylmar Switching Station as listed in Exhibit A.

Section 4.4 of the Los Angeles-Pasadena IPP 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 Adelanto Switching Station and the 230-kV bus at the Sylmar Switching Station.

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

IPP Capacity: The product of Pasadena's STS Entitlement times the STS Rating, less STS Losses (all rounded to the next highest whole megawatt). The IPP Capacity shall initially be 110 MW based upon the following calculation:

$$\begin{aligned} \text{IPP Capacity} &= (\text{STS Entitlement} \times \text{STS Rating}) - \\ &\quad (\text{STS Losses} \times \text{STS Entitlement} \times \text{STS Rating}) \\ &= (0.5883 \times 1,920) - (.03 \times .05883 \times 1,920) \\ &= 110 \text{ MW} \end{aligned}$$

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-Pasadena IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

IPP Capacity: The product of Pasadena's STS Entitlement and the STS Rating, less STS Losses (all rounded to the next highest whole megawatt). Pasadena's IPP Capacity as of September 1, 2012 is calculated to be 136 MW based upon the following calculation:

$$\begin{aligned} \text{IPP Capacity} &= (\text{STS Entitlement} \times \text{STS Rating}) - \\ &\quad (\text{STS Losses} \times \text{STS Entitlement} \times \text{STS Rating}) \\ &= (0.5883 \times 2,400) - (.04 \times .05883 \times 2,400) \\ &= 136 \text{ MW} \end{aligned}$$

Pasadena'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-Pasadena 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 Pasadena's STS Entitlement, and shall remain in effect until changed pursuant to the terms of this Agreement.

Section 4.24 of the Los Angeles-Pasadena 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 Pasadena'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-Pasadena 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-Pasadena 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 6.5 of the Los Angeles-Pasadena IPP Transmission Service Agreement currently reads:

As payment for the transmission service provided herein, Pasadena 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.

Pasadena'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 6.5 of the Los Angeles-Pasadena IPP Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

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

6. Section 6.6 of the Los Angeles-Pasadena IPP Transmission Service Agreement currently reads:

The initial rate for transmission service specified in Section 6.5 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 6.7, and (ii) \$0.47/kW-month, the Beltline Transmission System rate which shall remain fixed for the term of this Agreement.

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

Reserved.

7. Section 6.7 of the Los Angeles-Pasadena 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 Pasadena written notice of the new transmission service rate. Such new rate shall remain in effect until changed pursuant to this Section 6.7.

Section 6.7 of the Los Angeles-Pasadena IPP Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

8. Section 6.9 of the Los Angeles-Pasadena 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 Pasadena 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 Pasadena with no further additions to Los Angeles' transmission system, Los Angeles shall notify Pasadena 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 6.9 of the Los Angeles-Pasadena 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 Pasadena 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 Pasadena with no further additions to Los Angeles' transmission system, Los Angeles shall notify Pasadena 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-Pasadena 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-Pasadena IPP Transmission Service Agreement 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 _____

BY FEB 21 2014
Lonnie Eldridge
LONNIE ELDRIDGE
DEPUTY CITY ATTORNEY

Secretary

ATTEST:

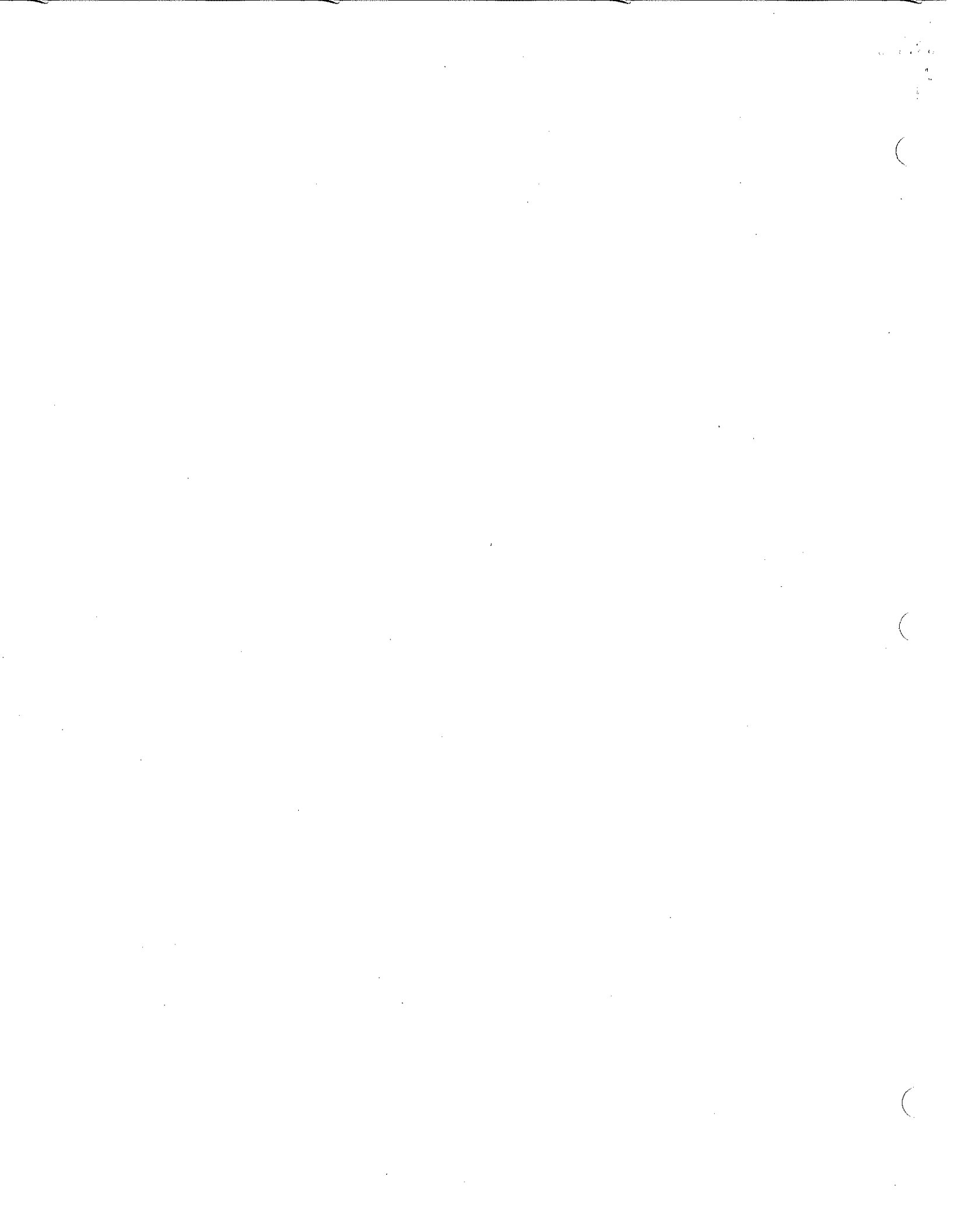
THE CITY OF PASADENA

By _____

Title _____

By _____

Title _____



**FIRST AMENDMENT TO
LOS ANGELES-PASADENA
VICTORVILLE-SYLMAR TRANSMISSION SERVICE AGREEMENT
DWP AGREEMENT NO. 10933**

This First Amendment to the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement, DWP Agreement No. 10933, ("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 PASADENA, a municipal corporation existing under the laws of the State of California ("Pasadena"), 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. 10933; and

WHEREAS, part of the terms and conditions of the settlement agreement was to amend DWP Agreement No. 10933 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-Pasadena Victorville-Sylmar 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 the Sylmar Switching Station as listed in Exhibit A.

Section 4.4 of the Los Angeles-Pasadena Victorville-Sylmar 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 the Sylmar Switching Station.

2. Section 7.6 of the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement currently reads:

As payment for the transmission service provided herein, Pasadena 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. Pasadena'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 7.6 of the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement is hereby amended by this Amendment No. 1 to read:

Pasadena shall pay Los Angeles the product of the fixed rate of \$0.80 per kilowatt-month and Pasadena's entitlement of 2.476 percent transmission capacity in the McCullough-Victorville Line 2 as specified in Section 7.1, excluding scheduling and dispatching charges and losses.

3. Section 7.7 of the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement currently reads:

The initial rate for transmission service specified in Section 7.6 consists 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 7.8, and (ii) \$0.47/kW-month, the Beltline Transmission System rate which shall remain fixed for the term of this Agreement.

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

Reserved.

4. Section 7.8 of the Los Angeles-Pasadena Victorville-Sylmar 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 Pasadena written notice of any adjustment to the transmission service rate. Such new rate shall remain in effect until changed pursuant to this Section 7.8.

Section 7.8 of the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement shall be deleted in its entirety and is amended by this Amendment No. 1 to read:

Reserved.

5. Exhibit A of the Los Angeles-Pasadena Victorville-Sylmar Transmission Service Agreement 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-Pasadena Victorville-Sylmar Transmission Service Agreement 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

BY FEB 21 2014 and _____
Lonnie Eldridge Secretary
LONNIE ELDRIDGE
DEPUTY CITY ATTORNEY

ATTEST:

THE CITY OF PASADENA

By _____

Title _____

By _____

Title _____