

**ULTRAMAR INC.,
AIR PRODUCTS AND CHEMICALS, INC.,
and
LADWP**

**CUSTOMER GENERATION
INTERCONNECTION AGREEMENT**

This Agreement is made and entered into by and between THE CITY OF LOS ANGELES acting by and through the DEPARTMENT OF WATER AND POWER ("LADWP"), ULTRAMAR INC. (d/b/a the Valero Wilmington Refinery, hereafter "Customer"), and AIR PRODUCTS AND CHEMICALS, INC. ("Air Products"), sometimes referred to singularly as "Party" and collectively as "Parties", who agree as follows:

1.0 RECITALS: This Agreement is made with reference to the following facts, among others:

- 1.1. Retail electric service will be provided to Customer by LADWP at Customer's Site Location.
- 1.2. Air Products currently owns and maintains, at its sole risk and expense, Generation Facility A in parallel with LADWP's electric system and shares said generation facility with Customer. Customer has a majority lease interest in Generation Facility A in accordance with the Lease Agreement. Customer and Air Products both consume the electric energy that is produced by Generation Facility A as part of their respective operations at the Valero Wilmington Refinery. Generation Facility A has an installed nameplate rating of 31,900 kW.
- 1.3. Given Generation Facility A is owned by Air Products, and under the Lease Agreement Customer is the majority leaseholder of Generation Facility A, for purposes of billing under this Agreement, Customer and Air Products shall be treated and billed as a single customer of LADWP, and all bills for monthly electric service will be issued to Customer and shall be based upon actual metered measurements using the applicable rate(s). Customer shall be responsible for payment of such bills, including payments under Sections 4, 5, 6, and 8 of this Agreement, and Customer will manage all financial accounting regarding services under this Agreement independently with Air Products, as necessary.
- 1.4. In 2014, Customer acquired a permit to construct a non-shared generation facility, Generation Facility B, within the premises of the Valero Wilmington Refinery. In the event Generation Facility B is constructed and becomes

operational, Customer's electric service requirements from LADWP may change.

2.0 DEFINITIONS: The definitions, terms, conditions and requirements provided in the applicable Rate Ordinances, rate contract(s), the Electric Service Requirements, and the Rules are incorporated in and made a part of this Agreement by reference. Notwithstanding anything to the contrary, the following terms, when initially capitalized, whether in the singular or plural tense, shall mean:

- 2.1. **Agreement:** This "ULTRAMAR INC., AIR PRODUCTS AND CHEMICALS, INC. and LADWP CUSTOMER GENERATION INTERCONNECTION AGREEMENT."
- 2.2. **Authorized Representatives:** The representative or designated alternate of a Party appointed in accordance with Section 12 of this Agreement.
- 2.3. **Customer:** Ultramar Inc.
Valero Wilmington Refinery
2402 E. Anaheim St.
Wilmington, CA 90744

2.3.1 Customer's Site Location: Shall include the facilities and operations of Customer and Air Products at the following addresses:

2402 E. Anaheim St. and 700 N. Henry Ford Avenue
Wilmington, CA 90744 Wilmington, CA 90744

- 2.4. **Effective Date:** As defined in Section 27 of this Agreement.
- 2.5. **Electric Service:** As defined in the Rules.
- 2.6. **Electric Service Requirements:** Requirements prescribed in writing by LADWP in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are necessary and proper for the regulation of any Electric Service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.
- 2.7. **Emergency Condition:** A condition or situation: (1) that in the good faith judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of LADWP, is imminently likely (as determined in a non-discriminatory manner in good faith) to cause a material adverse effect on the security of, or damage to, the subtransmission system of LADWP, the LADWP interconnection facilities or the electric systems of LADWP or others to which the subtransmission system of LADWP is directly

connected; or (3) that, in the case of the Customer, is imminently likely (as determined in a non-discriminatory manner in good faith) to cause a material adverse effect on the security of, or damage to, Generation Facility A, Generation Facility B, or Customer's interconnection facilities. System restoration and LADWP's black start shall be considered Emergency Conditions. Customer is not obligated by this Agreement to possess black start capability.

- 2.8. **Generation Facility A:** All of the electrical and mechanical equipment basically described in Exhibit A that is associated with the generation of electricity at Customer's Site Location. A single line diagram of Generation Facility A is attached as part of Exhibit B of this Agreement.
- 2.9. **Generation Facility B:** All of the electrical and mechanical equipment basically described in Exhibit E that is associated with the generation of electricity at Customer's Site Location. A single line diagram of Generation Facility B is attached as part of Exhibit B of this Agreement.
- 2.10. **LADWP Facility:** Electrical and mechanical equipment required and installed, owned, operated and maintained by LADWP for the safe parallel operation of Generation Facilities A and B. This equipment is deemed by LADWP to be appurtenant and/or incidental to Generation Facilities A and B and will be located at Customer's Site Location.
- 2.11. **Laws:** All applicable statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles as amended.
- 2.12. **Lease Agreement:** The Cogeneration Unit Lease Agreement by and between Ultramar Inc. and Air Products and Chemicals, Inc., dated September 1, 2009, and is incorporated herein in Exhibit C and made a part of this Agreement.
- 2.13. **Prudent Utility Practices:** Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.
- 2.14. **Rate Ordinance:** An ordinance, in accordance with City of Los Angeles Charter Subsection 676(a) or any amendments to or replacements of that subsection, approving the rates fixed by LADWP's board for electric energy or surplus energy.

2.15. **Rules:** The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.

2.16. **Service Point:** The point of interconnection between Customer's Site Location and the LADWP electric system. The meters on Customer's Site Location are more fully described in Exhibit D.

3.0 AGREEMENT: In consideration of the terms and conditions contained herein and the mutual benefit to be derived by this Agreement, the Parties further agree as follows:

3.1. Customer shall purchase Electric Service at the Customer's Site Location, as needed, solely from LADWP according to the terms and conditions of the applicable Rate Ordinances or rate contract(s).

3.2. Notwithstanding Subsection 3.1, while the Lease Agreement remains in effect, both Customer and Air Products shall be entitled to continue to fully utilize and consume the electric energy produced by Generation Facility A for their respective operations, and Customer shall be entitled to continue to fully utilize and consume the electric energy produced by Generation Facility B for Customer's operations.

3.3. To the extent provided in Subsections 4.2 or 5.4, Customer shall pay LADWP for all costs associated with the continued interconnection and safe parallel operation of Generation Facilities A and B consistent with all applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices in accordance with the terms and conditions contained herein.

3.4. Customer and its successors-in-interest agree to accept electric service and supply from LADWP subject to the conditions of supply as is provided by LADWP at the Customer's Site Location. LADWP will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Service to the Customer's Site Location, and to avoid any shortage or interruption of delivery. LADWP cannot, and does not, however, guarantee a continuous or sufficient supply of electrical current, or freedom from fluctuations of voltage, interruption of service, or shortage or insufficiency of supply.

3.5. Customer and its successors-in-interest agree to hold harmless the City of Los Angeles, LADWP, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and sub-contractors from any tort or California Government Code causes of action arising from the supply of electric service to Customer's Site Location, including but not limited to those due to electric voltage, fluctuations of voltage, interruptions of service for any

reason, shortage or insufficiency of supply, and negligence. Neither LADWP nor Customer shall be liable under any legal theory, including indemnity, warranty, contract, strict liability or any other theory of liability for any consequential, special, indirect or incidental damages, including but not limited to loss of profit, loss of use, cost of capital, or replacement power. LADWP will not be liable to Customer for interruption, shortage, or insufficiency of supply to the Customer's Site Location caused by LADWP's ordinary negligence, the negligence of others, or any cause beyond LADWP's control, or the ordinary negligence of LADWP's employees, servants, or agents. Furthermore, to the extent of liabilities expressly assumed by Customer hereunder, Customer shall provide a complete waiver of subrogation in favor of LADWP from all insurance carriers providing coverage to Customer.

- 3.6. LADWP may, without any liability therefore, and without prior notice, interrupt Electric Service to the Customer's Site Location in the event of an emergency threatening the integrity of its system if, in LADWP's sole judgment, such action will prevent or reduce the emergency's impact. In such a case, LADWP may apportion its available supply of electricity among all customers and in a manner that appears to it most equitable under the prevailing circumstances and conditions. The restoration of interrupted Electrical Service to the Customer's Site Location, in such a case, will be performed by LADWP as rapidly as practicable and in the manner which, in the opinion of LADWP, will result in the greatest overall public benefit.
- 3.7. LADWP, Customer, and Air Products shall comply with the applicable Interconnected Operating Procedures set forth in Exhibit G.

4.0 RESPONSIBILITIES OF THE CUSTOMER:

- 4.1. During the term of this Agreement, the Lease Agreement shall remain in effect, and Customer and Air Products shall own or lease, at their sole risk and expense, Generation Facility A in compliance with all applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. Air Products shall operate and maintain Generation Facility A in compliance with all applicable codes, Laws, Electric Service Requirements, Rules, and Prudent Utility Practices. Air Products' operation and maintenance of Generation Facility A shall not relieve Customer of its obligations pursuant to the terms and conditions of this Agreement.
- 4.2. All facilities currently necessary for the safe parallel operation of Generation Facility A with LADWP's electric system are already constructed, paid for and in operation. Facilities necessary for the safe parallel operation of Generation Facility B with LADWP's electric system will need to be constructed. If, due to a material change or modification in the operation or interconnection of Generation Facilities A and B, it is deemed necessary by LADWP to construct

or modify an LADWP Facility, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system, consistent with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices, for the safe parallel operation of Generation Facilities A and B with LADWP's electric system. Customer agrees to reimburse LADWP for all actual costs (direct and indirect) incurred in performing such work. If the LADWP Facility is modified or constructed, a description of the LADWP Facility will be attached as Exhibit H of this Agreement after construction.

- 4.3. Review by LADWP of Customer's original specifications or of any changes or modifications to those specifications shall not be construed as confirming or endorsing the design or as implying any warranty of safety or durability of Generation Facility A. Similarly, review by LADWP of Customer's specifications or of any changes or modifications to those specifications shall not be construed as confirming or endorsing the design or as implying any warranty of safety or durability of Generation Facility B.
- 4.4. LADWP shall not, by reason of review or failure to review, be responsible for strength, details of design, adequacy or capacity of Generation Facility A or B or said equipment, or any improvements, additions, or other changes thereto, nor shall LADWP's acceptance be deemed to be an endorsement of Generation Facilities A and B.
- 4.5. Air Products has previously submitted confirmation that Generation Facility A meets the standards set forth in the applicable Electric Service Requirements to LADWP. Similarly, within thirty (30) calendar days following a date mutually agreed to between the Authorized Representatives, Customer shall submit in writing to LADWP's Authorized Representative confirmation that Generation Facility B meets the standards set forth in the applicable Electric Service Requirements.
- 4.6. LADWP Facilities, including but not limited to LADWP's grid, are not used to deliver electricity from Generation Facility A or B to either Customer or Air Products at Customer's Site Location.
- 4.7. Customer and Air Products shall not energize, at any time, a de-energized portion of LADWP's electric system without express permission from LADWP's Authorized Representative.
- 4.8. Customer shall obtain and maintain in full force and effect appropriate insurance coverages for Generation Facilities A and B with limits not less than those set forth in Section 11 of this Agreement, provided, however, that Customer may self-insure in lieu of maintaining insurance coverage in the amounts set forth in Section 11.

- 4.9. The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at Generation Facility A or B or Customer's Site Location may be required for the safe parallel operation of Generation Facilities A and B with LADWP's electric system. Such improvements, additions, or other changes shall be in accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices. LADWP shall have the right to require Customer to make (and Customer shall cause Air Products to make) those changes on Generation Facility A at Customer's Site Location upon reasonable advance written notice from LADWP's Authorized Representative, provided such improvements, additions, or other changes are required to allow for the continued safe parallel operation of Generation Facility A. Similarly, LADWP shall have the right to require Customer to make those changes on Generation Facility B at Customer's Site Location upon reasonable advance written notice from LADWP's Authorized Representative, provided such improvements, additions, or other changes are required to allow for the continued safe parallel operation of Generation Facility B.
- 4.10. Failure of Customer to comply with Section 4.9 within a reasonable period of time after receipt of such written notice as provided in Section 4.9 may result in Generation Facilities A and B being disconnected from LADWP's electric system pursuant to Section 7.
- 4.11. Customer and Air Products have previously submitted the following information for Generation Facility A to LADWP. Customer agrees to submit the following information to LADWP as soon as it becomes available for Generation Facility B.
- 4.11.1. Customer's plot and site development drawings showing generator, disconnect, metering equipment locations and LADWP access to generator, disconnect and meter equipment locations.
- 4.11.2. Customer's energy source information:
- 4.11.2.1. Maximum kilowatt rating
 - 4.11.2.2. Nominal voltage output
 - 4.11.2.3. Voltage regulation
 - 4.11.2.4. Maximum fault current contribution
- 4.11.3. Customer's protective system information:
- 4.11.3.1. Protective system plan
 - 4.11.3.2. Manufacturer's data sheets and maintenance requirements for protective equipment
 - 4.11.3.3. Additional protective system information required by LADWP, if any

- 4.12. In the event Generation Facility B is constructed and becomes operational, Customer shall own, at its sole risk and expense, Generation Facility B in compliance with all applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. Customer shall operate and maintain Generation Facility B in compliance with all applicable codes, Laws, Electric Service Requirements, Rules, and Prudent Utility Practices.

5.0 RESPONSIBILITIES OF LADWP:

- 5.1. LADWP shall be the sole provider of Electric Service required by Customer at Customer's Site Location, provided, however, that while the Lease Agreement remains in effect, both Customer and Air Products shall be entitled to continue to fully utilize and consume the electric energy produced by Generation Facility A for their respective operations, and Customer shall be entitled to fully utilize and consume the electric energy produced by Generation Facility B for its respective operations. Electric Service provided by LADWP shall be provided in compliance with all applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.
- 5.2. If it is deemed necessary by LADWP to do so after evaluating any improvements, additions, or other changes to Generation Facility A's existing plans or Generation Facility B's new plans, LADWP will design, construct, own, operate and maintain an LADWP Facility and make any necessary modifications to LADWP's electric system for the safe operation of Generation Facilities A and B in parallel with LADWP's electric system, consistent with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.
- 5.3. LADWP reserves the right to make measurements or other tests on Generation Facilities A and B at Customer's Site Location, from time to time, as specified in the Electric Service Requirements, subject to Section 10. If the measurements or tests determine that either Generation Facility A or B does not meet the specifications of the Electric Service Requirements, LADWP will require Customer or Air Products, as the case may be, to disconnect Generation Facility A or B from LADWP's electric system pursuant to Section 7.1. Customer shall make, or cause to be made, the appropriate changes to Generation Facility A or B before reconnection to LADWP's electric system.
- 5.4. The Parties recognize that, from time to time, certain improvements, additions, or other changes in the interconnection and protection equipment at Generation Facility A or B, or at Customer's Site Location, may be reasonably required for the safe parallel operation of Generation Facilities A and B. Such improvements, additions, or other changes shall be in

accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices. LADWP shall have the right to make those changes upon reasonable advance written notice from LADWP's Authorized Representative to Customer and Air Products, provided such improvements, additions, or other changes are required to allow for the continued safe parallel operation of Generation Facilities A and B. LADWP shall bill Customer for such improvements, additions, or other changes in accordance with Subsections 1.3, 3.3 and 8.2 of this Agreement.

- 5.5. LADWP shall bill Customer for the actual costs to perform work incurred in the implementation of this Agreement and that are consistent with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices pursuant to Subsections 1.3, 3.3 and 8.2 of this Agreement.

6.0 METERING & BILLING DETERMINANTS:

- 6.1. LADWP shall install, at Customer's expense, time-of-use metering equipment and recorders at the Service Point and at each respective output point of Generation Facilities A and B to measure electric energy and other electric parameters in accordance with the applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices. Such metering equipment and recorders shall be independent from and not connected to Generation Facility A or B's control systems.
- 6.2. For Generation Facilities with nameplate ratings of at least 1,000 kW, Customer or Air Products, as the case may be, shall provide LADWP with the capability to remotely monitor each of Generation Facilities A and B. LADWP shall install, at Customer's expense, telemetering equipment at the Service Point and at the output point of each of Generation Facilities A and B to monitor the electrical generation at LADWP's Energy Control Center.
- 6.3. LADWP meters shall be sealed with LADWP seals only. The seal shall not be broken except when the meters are inspected, tested or adjusted by LADWP. LADWP shall test the meters, at its own expense, in accordance with its routine practice, applicable Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.
- 6.4. Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request within a reasonable time. Customer shall be given reasonable notice to have a representative present at the time of meter testing. Customer shall pay for the cost of the requested meter testing if the meters are found to be within the tolerances specified within the Rules.

- 6.5. Disputes concerning alleged meter discrepancies shall be resolved in accordance with applicable Laws, Rate Ordinances, rate contract(s) and the Rules.

7.0 DISCONNECTION OF GENERATION FACILITY A OR B:

- 7.1. LADWP shall require Customer and/or Air Products to disconnect Generation Facility A and/or B from LADWP's electric system if either Customer or Air Products do not comply with the covenants of this Agreement and applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements or Rules. Unless Section 7.2 applies, LADWP's Authorized Representative shall provide Customer and/or Air Products, as the case may be, with thirty (30) calendar days' written notice of such intent and identify the issue(s) of non-compliance before LADWP may disconnect Generation Facility A or B. If Customer and/or Air Products, as the case may be, determines that any such issue(s) cannot be cured within thirty (30) days, Customer and/or Air Products, as the case may be, shall so notify with written notice LADWP within thirty (30) days of receiving LADWP's written notice. Customer's and/or Air Products', as the case may be, written notice shall contain a statement of the reasons why the issue(s) cannot be cured or complied with within thirty (30) days, and Customer and/or Air Products, as the case may be, will provide an estimated schedule for curing the non-compliance. Upon receipt of such written notification from the Customer and/or Air Products, as the case may be, LADWP shall reasonably establish, in good faith and after consultation with Customer and/or Air Products, as the case may be, a new date to achieve compliance. If Customer and/or Air Products, as the case may be, cures the non-compliance issue(s) by the established date to achieve compliance, then LADWP will take no further action regarding that issue of non-compliance.
- 7.2. In accordance with procedures established in the Electric Service Requirements, LADWP shall require Customer and Air Products to disconnect Generation Facilities A and B immediately from LADWP's electric system if LADWP determines in accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices that an Emergency Condition involving Generation Facilities A and B exists, or to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's electric system to alleviate an Emergency Condition.
- 7.3. Each Party shall endeavor to correct the condition on its respective electric system or equipment that resulted in the separation and shall coordinate reconnection of Generation Facilities A and B for parallel operation.
- 7.4. LADWP shall provide for reconnection of Generation Facilities A and B to LADWP's electric system when reasonable to do so in accordance with

applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.

- 7.5 LADWP shall not be liable to Customer, Air Products or any person or entity acting on Customer's or Air Products' behalf including, but not limited to, any agent, designee, contractor, or lessee for damages resulting from the connection or disconnection of either Generation Facility A or B from LADWP's electric system, provided that such connection or disconnection was in accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.

8.0 INTERCONNECTION BILLING DETERMINANTS: If there is a material change from the current operation of Generation Facility A and/or B and LADWP determines after review of any improvements, additions, or changes to Generation Facility A and/or B specifications that, consistent with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices, an LADWP Facility must be constructed and modifications made to LADWP's electric system for the safe parallel operation of Generation Facilities A and/or B in parallel with LADWP's electric system, then this Section 8 shall apply.

- 8.1. For each detailed cost estimate and detailed design for the LADWP Facility and modifications to LADWP's electric system, LADWP shall bill Customer a nonrefundable amount equal to ten percent (10%) of the preliminary cost estimate of the work. The estimate made shall be based on improvements, additions, or changes to Generation Facility A and/or B specifications, pursuant to Subsections 4.9, 4.11, and 5.4. Upon receipt of the nonrefundable amount, LADWP shall prepare a detailed cost estimate and a detailed design in a timely manner.
- 8.2. LADWP shall bill Customer for the amount of the interconnection costs based on the detailed cost estimate, less the ten percent (10%) previously advanced pursuant to Sections 1.3 and 8.1.
- 8.3. Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the continued safe parallel operation of Generation Facilities A and B.
- 8.4. If it is determined, at the completion of the LADWP Facility, that Customer has advanced funds which are greater or less than the actual costs incurred by LADWP during the work, LADWP's Authorized Representative shall make the appropriate adjustment within ninety (90) calendar days after the in-service date of the new or modified LADWP Facility. Payment shall be made within thirty (30) calendar days thereafter.
- 8.5. LADWP shall maintain the LADWP Facility at its own cost.

9.0 BILLINGS AND PAYMENTS:

- 9.1. Billings and payments pursuant to Section 8, Interconnection Billing Determinants, shall be transmitted to the following addresses:

If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 30870, Room 434
Los Angeles, California 90030-0870
Attention: General Accounting

If to Customer:

Ultramar Inc.
Valero Wilmington Refinery
2402 E. Anaheim Street
Wilmington, CA 90744
Attention: Accounting

- 9.2. Billings and payments pursuant to Section 6, Metering & Billing Determinants, shall be transmitted to the following addresses:

If to LADWP:

Department of Water and Power of the City of Los Angeles
PO Box 51111
Los Angeles, CA 90051-5700
Attention: Accounts Receivable

If to Customer:

Ultramar Inc.
Valero Wilmington Refinery
2402 E. Anaheim Street
Wilmington, CA 90744
Attention: Accounting

- 9.3 The Parties may change, by written notice to the other Parties, the name or address of the person to receive invoices or payments pursuant to this Agreement.
- 9.4 All bills for Electric Service, except as provided otherwise in this Agreement, are due and payable by Customer upon presentation. Payment shall be made in accordance with the Rules.
- 9.5 If the correctness of any bill for Electric Service, or any part thereof, or if the correctness of other charges or practices of LADWP is disputed by Customer, Customer shall pay the bill, and LADWP shall conduct an investigation in

accordance with applicable Laws and the Rules and if appropriate, issue refunds to Customer.

10.0 INGRESS AND EGRESS:

10.1. In cases when Emergency Conditions do not exist, upon the approval of the Customer, which shall not be unreasonably withheld, LADWP shall have the right of ingress to and egress from Customer's Site Location, including but not limited to LADWP's Industrial Station 3130 which is located at Customer's Site Location, for the following reasons:

10.1.1. In order to exercise any and all rights consistent with this Agreement, applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices.

10.2. While on Customer's Site Location, LADWP shall abide by Customer's and/or Air Products' safety and security rules and regulations, Customer's Valero Wilmington Refinery Procedure 714.01 and General Lines of Guidance, and Volume 1 of Air Products Contractor Management procedures, as may be amended from time to time consistent with state and federal law. If any of the procedures referenced in this section are amended, then Customer or Air Products, as applicable, will provide a copy of the amended procedures to LADWP within five (5) business days of the effective date of such amended procedures.

10.3. In case of an Emergency Condition, LADWP shall have the right to promptly access Customer's Site Location, including but not limited to LADWP's Industrial Station 3130, and Customer and Air Products shall facilitate such access.

11.0 INSURANCE:

11.1. Unless otherwise agreed to in writing by the Authorized Representatives, Customer or any person or entity acting on Customer's behalf including, but not limited to, any agent, designee, contractor, or lessee shall, at their own expense, maintain in effect at all times insurance coverage with limits not less than those set forth below. Such coverage may be on either an occurrence basis or a claims-made basis. Any insurance carried by LADWP, which may be applicable, shall be deemed to be excess insurance. Customer's insurance shall be deemed primary. Customer may self-insure in lieu of maintaining insurance coverage in the amounts set forth in this Section 11.

11.2. Coverages for Commercial General Liability Insurance, Premises and Operations, Contractual Liability, Products and Completed Operations, Broad Form Property Damage, Personal Injury, Independent Contractors, and, if

applicable, Explosion Hazard, Collapse and Underground Hazard shall be furnished.

- 11.3. For both Generation Facility A and B, if either has a total installed nameplate rating of greater than 100 kW, Customer shall provide coverage for a combined single limit of not less than \$1,000,000 for each occurrence or not less than \$2,000,000 for each claim.
- 11.4. Customer shall furnish LADWP's Risk Manager at the address shown in Subsection 11.5 with insurance endorsements, on endorsement forms reasonably acceptable to LADWP's Risk Manager, unless Customer elects to self-insure, in which case such endorsements shall not be required. The endorsements shall be evidence that policies providing the required coverages and limits of insurance are in full force and effect.
- 11.5. The insurance endorsements, if applicable, shall name the City of Los Angeles, the Board, LADWP and their officers, agents and employees, while acting within the scope of their employment, as additional insureds with Customer. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days' written notice by registered mail to LADWP at the following address:

Department of Water and Power of the City of Los Angeles
PO Box 51111, Room 465
Los Angeles, CA 90051
Attention: Risk Management Section
- 11.6. The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Customer under this Agreement.
- 11.7. Failure of Customer to self-insure, to maintain such insurance, or to provide such endorsements to LADWP when due, if applicable, may result in the disconnection of Generation Facilities A and/or B from LADWP's electric system pursuant to Section 7.

12.0 ADMINISTRATION:

- 12.1. Within thirty (30) calendar days after the effective date of this Agreement, Customer and LADWP's Director of Power System Engineering Division or designee shall each designate, by written notice to the other, a representative who is authorized to act in each Party's behalf with respect to those matters delegated to the Authorized Representatives. Each Party may delegate an authorized alternate with full authority to act in the absence of the Authorized

Representative. Each Party shall have the right to change its Authorized Representative or authorized alternate by written notice to the other Parties.

- 12.2. The Authorized Representatives shall provide liaison between the Parties and a means of securing effective cooperation, interchange of information, and consultation on a prompt and orderly basis concerning the various matters that may arise, from time to time, in connection with this Agreement.
- 12.3. The Authorized Representatives shall review and attempt to resolve any disputes among the Parties under this Agreement. Should the Authorized Representatives be unable to resolve a dispute, the matter shall be referred to Customer and LADWP's Director of Power System Engineering Division who shall use their best efforts for resolution.
- 12.4. The Authorized Representatives shall agree on any improvements, additions, or changes to the written procedures pertaining to the synchronization, operation, maintenance, administration, and other activities that may require coordination between the Parties.
- 12.5. All actions, agreements, resolutions, determinations, or reports made by the Authorized Representatives shall be made in writing and shall become effective when signed by the Authorized Representatives.
- 12.6. Any expenses incurred by an Authorized Representative or authorized alternate in connection with their duties shall be paid by the Party they represent unless otherwise agreed to in writing by Customer and LADWP's Director of Power System Engineering Division.
- 12.7. The Authorized Representatives shall have no authority to modify this Agreement, except that that they may mutually make any improvements, additions, or changes to the Interconnected Operating Procedures set forth in Exhibit G.
- 12.8. If any applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules and Prudent Utility Practices appear to conflict with any Interconnected Operating Procedures set forth in Exhibit G, then the Authorized Representatives shall review the potential conflict and attempt to resolve the conflict by making an appropriate change to the Interconnected Operating Procedures set forth in Exhibit G. Should the Authorized Representatives be unable to resolve the conflict, the matter shall be referred to Customer and LADWP's Director of Power System Engineering Division who shall use their best efforts for resolution.

13.0 INDEMNIFICATION:

- 13.1. During the term of this Agreement, Customer shall indemnify, defend, and hold harmless the City of Los Angeles, the Board, LADWP, and their officers, agents, and employees from and against any and all liability costs, losses, claims, demands, judgments, actions and causes of action, for bodily injury, personal injury or property damages to third parties or to the Parties to this Agreement, attributable to, in whole or in part, or resulting from the errors, actions or omissions of Customer or any person or entity acting on Customer's behalf including, but not limited to, any agent, designee, contractor of any tier, or lessee, in any manner arising from or in connection with this Agreement.
- 13.2. LADWP shall not be indemnified under this Section 13 for liability or loss resulting from its sole negligence or willful misconduct, or LADWP's failure to comply with applicable Laws, Electric Service Requirements, Rules, and Prudent Utility Practices.

14.0 DEFAULT:

- 14.1. **Default by Customer:** The occurrence of any of the following shall constitute a material breach and default of this Agreement by Customer:
 - 14.1.1. Failure by Customer to make payment to LADWP of uncontested amounts within the time set forth in Section 9 herein; or
 - 14.1.2. Failure by Customer to comply with requirements pertaining to the safety of persons or property set forth herein, in the applicable Laws, Rate Ordinances, rate contract(s), the Electric Service Requirements or the Rules; or
 - 14.1.3. Failure by Customer to substantially observe and perform any other material provision of this Agreement within thirty (30) calendar days of receiving written notice from LADWP of the provisions of this Agreement with which LADWP believes Customer has not complied. If Customer determines that any such provision cannot be complied with within thirty (30) days, Customer shall so notify with written notice LADWP within thirty (30) days of receiving LADWP's written notice. Customer's written notice shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Customer will provide an estimated schedule for compliance with the provision. Upon receipt of such written notification from the Customer, LADWP shall reasonably establish, in good faith and after consultation with Customer, a new date to achieve compliance. If Customer complies with the provision by the established date to achieve compliance, then

LADWP will take no further action regarding that instance of non-compliance.

14.2. Default by Air Products: The occurrence of any of the following shall constitute a material breach and default of this Agreement by Air Products:

- 14.2.1. Failure by Air Products to comply with requirements pertaining to the safety of persons or property set forth herein, in the applicable Laws, Rate Ordinances, rate contract(s), the Electric Service Requirements or the Rules; or
- 14.2.2. Failure by Air Products to substantially observe and perform any other material provision of this Agreement within thirty (30) calendar days of receiving written notice from LADWP of the provisions of this Agreement with which LADWP believes Air Products has not complied. If Air Products determines that any such provision cannot be complied with within thirty (30) days, Air Products shall so notify with written notice LADWP within thirty (30) days of receiving LADWP's written notice. Air Products' written notice shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Air Products will provide an estimated schedule for compliance with the provision. Upon receipt of such written notification from Air Products, LADWP shall reasonably establish, in good faith and after consultation with Air Products, a new date to achieve compliance. If Air Products complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.

14.3. Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure results in a condition materially harmful to Customer and/or Air Products and continues for thirty (30) calendar days after receipt of written notice from Customer or Air Products, shall constitute a material breach and default by LADWP of this Agreement, provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period, LADWP shall not be deemed to be in default if it shall within the thirty (30) calendar day period commence to cure the default and thereafter diligently prosecute the same to completion.

15.0 REMEDIES UPON DEFAULT: Each Party shall be entitled to money damages according to proof of actual damages resulting from default of the others and, in addition, Customer or LADWP shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 14. In no event shall incidental or consequential or punitive damages be payable.

- 16.0 FORCE MAJEURE:** No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to make payments due) if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or nonaction by or inability to obtain authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any obligation under this Agreement by reason of uncontrollable force shall give prompt notice of such fact to the other Parties and shall exercise due diligence to remove any inability with all reasonable dispatch.
- 17.0 AUTHORIZATIONS AND APPROVALS:**
- 17.1. Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.
- 17.2. This Agreement and all operations hereunder are subject to the applicable Laws.
- 18.0 EFFECT OF SECTION HEADINGS:** Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.
- 19.0 NONWAIVER:** None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of a Party to demand or enforce strict performance of provisions of the Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.
- 20.0 NONDEDICATION OF FACILITIES:** This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereon, by Parties to each other or the public.
- 21.0 NO THIRD-PARTY BENEFICIARIES:** This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other than the Parties or imposing on the Parties obligations to any person other than the Parties.

22.0 NOTICES:

22.1. Any written notice under this Agreement shall be deemed properly given if delivered in person or sent by registered or certified mail, postage prepaid, to the person specified below unless otherwise provided for in this Agreement:

22.1.1. **If to LADWP:**
Department of Water and Power of the City of Los Angeles
PO Box 51111, Room 1255
Los Angeles, California 90051-5700
Attention: Director of Power System Engineering Division

22.1.2. **If to Customer:**
Ultramar Inc.
Valero Wilmington Refinery
2402 E. Anaheim Street
Wilmington, CA 90744
Attention: Will Ramirez

22.1.3. **If to Air Products:**
Air Products and Chemicals, Inc.
700 N. Henry Ford Avenue
Wilmington, CA 90744
Attention: Plant Manager

22.2. The Parties may, by written notice to the other Parties, change the name or address of the person to receive notices pursuant to this Agreement.

23.0 TRANSFER OF INTEREST: The Parties shall neither assign nor transfer this Agreement, in whole or in part, without the prior written consent of the other Parties and any assignment or transfer shall be in conjunction with an assignment of the Lease Agreement and in accordance with the terms thereof, provided however, that Customer shall have the right to transfer its entire interest in this Agreement to any entity to which it transfers or sells the Valero Wilmington Refinery without the prior written consent of LADWP so long as the transferee or buyer maintains operations at the refinery location substantially similar to those of the Customer. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Power System Engineering Division or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.

24.0 SEVERAL OBLIGATIONS: The duties, obligations, and liabilities of the Parties are several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust, partnership duty, obligation, or liability on or with regard to the

Parties. Each Party shall be individually and severally liable for its own obligations under this Agreement.

25.0 SEVERANCE: If any paragraph, sentence, clause, phrase, or word shall become without full effect due to any judicial decision or change in applicable Laws, the balance of this Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.

26.0 GOVERNING LAW: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens.

27.0 EFFECTIVE DATE AND TERM:

27.1. This Agreement shall become effective upon the "Effective Date", which is the first day of the month following the date this Agreement is executed by LADWP.

27.2. This Agreement terminates upon the earlier of the fifth (5th) anniversary of the Effective Date or termination of the Lease Agreement.

27.3. Upon the date of termination of this Agreement, all rights to services provided hereunder shall cease and Parties shall not claim or assert any continuing right to such services hereunder. However, such termination shall not affect the rights and obligations to pay money for transactions occurring prior to termination. Such termination shall not end indemnification, pursuant to Section 13, provided to LADWP by Customer for periods where Customer operates or has operated or has caused to be operated a generation source electrically connected to LADWP's electric system.

28.0 CHILD SUPPORT ASSIGNMENT ORDERS:

28.1. This Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Customer is required to complete a Certificate of Compliance with Child Support Obligations, which is attached as Exhibit F and incorporated herein by this reference. Pursuant to this ordinance, Customer shall:

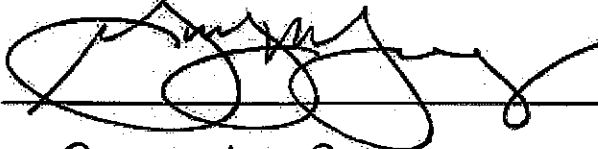
28.1.1. Fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders;

- 28.1.2. Certify that the principal owner(s) of Customer are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally;
- 28.1.3. Fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 *et seq.*; and
- 28.1.4. Maintain such compliance throughout the term of this Agreement.
- 28.2. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Customer to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Customer to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by Customer under the terms of this Agreement, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) calendar days after notice of such failure to Customer by LADWP.
- 28.3. Any subcontract entered into by Customer relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this Section and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of Customer to obtain compliance of its subcontractors shall constitute a default by Customer under the terms of this Agreement, subjecting this Agreement to termination where such failure shall continue for more than ninety (90) calendar days after notice of such failure to Customer by LADWP.
- 28.4. Customer shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Customer shall assure that to the best of its knowledge it is fully complying with the earnings assignment orders for all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (b) of Public Contract Code Section 7110.
- 29.0 UNDERSTANDING:** This Agreement contains the entire understanding among the Parties with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements among the Parties with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, among the Parties with respect to the subject matter hereof.
- 30.0 REPRESENTATION:** Each Party has been represented by legal counsel in the negotiation and execution of this Agreement.

31.0 **EXHIBITS:** Exhibits A through H attached hereto are incorporated herein by this reference.

32.0 **EXECUTION:** IN WITNESS WHEREOF, the signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.


Date: 5/4/15

By: 

Title: Senior Vice President

ULTRAMAR INC.

Date: 27 April 2015

By:  ERIC GUTER

Title: WESTERN REGION MANAGER - H₂O

AIR PRODUCTS AND CHEMICALS, INC.

CITY OF LOS ANGELES ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER
BY BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

Date: _____

By: _____


Title: _____

And: _____

Secretary

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

MAY 05 2015

BY 

BRIAN E. STEWART
DEPUTY CITY ATTORNEY

**EXHIBIT A
CUSTOMER GENERATION DATA SHEETS**

Facility Name: Generation Facility A
Address: 700 N. Henry Ford Avenue
 Wilmington CA 90744

Customer: Ultramar Inc.
Contact Person: Will Ramirez
Phone: 562.491.6604

Primary Product/
Service of Facility: Hydrogen

System Characteristics

Capacities: Nameplate Rating 31,900 kW

	% Lease Interest
Ultramar Inc.	51
Air Products	49

Thermal 401,576 lbs/Hr

Operations: Schedule 24 hours/day 365 days/year

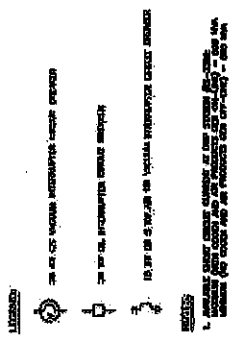
Typical Daily Profile: O = On and X = Off

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 Control
Mode:

Interconnection with LADWP

_____ Isolated, no connection to power grid
 X Parallel, connected to grid to purchase power
_____ Parallel, connected to grid, Utility owned or operated
_____ Electric Load including planned expansion

EXHIBIT B
SINGLE LINE DIAGRAM OF CUSTOMER'S SITE LOCATION



1	SEARCHED	INDEXED	SERIALIZED	FILED	JUN 10 1968	FBI - MEMPHIS
2	FBI - MEMPHIS					
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EXHIBIT C

**COGENERATION UNIT LEASE AGREEMENT
BETWEEN ULTRAMAR AND AIR PRODUCTS**

COGENERATION UNIT LEASE AGREEMENT

BY AND BETWEEN

ULTRAMAR INC.

AND

AIR PRODUCTS AND CHEMICALS, INC.

Effective as of September 1, 2009

COGENERATION UNIT LEASE AGREEMENT

This Cogeneration Unit Lease Agreement (this "Agreement") is made and entered into to be effective as of September 1, 2009 by and between ULTRAMAR INC., a corporation organized and existing under the laws of the State of Nevada (hereinafter referred to as "Lessee"), and AIR PRODUCTS AND CHEMICALS, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Lessor").

1. GRANT AND DESCRIPTION OF LEASEHOLD. Lessor, for and in consideration of the payment of amounts in accordance with Section 2 below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessee, does hereby let and lease to Lessee, and Lessee does hereby lease from Lessor, a fifty-one percent (51%) share of the cogeneration unit described on Attachment I attached hereto and incorporated herein by reference (the "CoGen Asset") that is part of the hydrogen production facility owned by Lessor located on Lessee's property in the city of Wilmington, County of Los Angeles, State of California at 2402 E. Anaheim Street, Wilmington, California 90744 (the "Site"). All capitalized terms used herein without definition shall have the meaning given such terms in the Amended and Restated Hydrogen, Power and Steam Supply Agreement by and between Lessor and Lessee dated as of the 15th day of May 2001 (as amended, modified and/or supplemented from time to time, the "Supply Agreement").

2. LEASE PAYMENTS. As rent for the portion of the CoGen Asset being leased to Lessee hereunder, Lessee agrees to pay to Lessor thirty-nine thousand seven hundred and eighty United States dollars (US\$39,780.00) per month commencing on the date first set forth above and continuing throughout the term of this Agreement (the "Lease Payment"). The Lease Payment shall not be subject to escalation. Lessor shall invoice Lessee at the beginning of each month for the Lease Payment due in respect of such month. Lessor may deliver such invoices by mail, facsimile, electronic data interchange or other acceptable means. All payments due Lessor hereunder shall be made to Lessor at the location indicated on the invoice, payable within twenty (20) days from receipt of invoice as demonstrated by facsimile or electronic data transfer. In case of failure of Lessee to pay any invoice within such time period, a late payment charge shall be assessed against the unpaid portion of such invoice amount, at a rate equal to the lesser of (i) two points plus the prime rate charged by JPMorgan Chase Bank, N.A. (or any successor bank) which is in effect on the date of issuance of such invoice or (ii) the maximum rate allowed by applicable law. If Lessee takes exception to all or a portion of any invoice, Lessee shall provide written notice of the amount at issue and the basis for the exception while proceeding with payment of all uncontested portions of the invoice. Lessor and Lessee will attempt to resolve any such

exceptions but the existence of same shall not excuse either party from its performance under this Agreement.

3. OPERATION OF COGEN ASSET. Lessor shall own and lease and operate and maintain the CoGen Asset hereunder in compliance with all (i) applicable codes, laws, statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or the Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles, as amended, (ii) requirements prescribed in writing by The City of Los Angeles acting by and through the Department of Water and Power ("LADWP") in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are necessary and proper for regulation of any Electric Service (as defined in The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof (the "Rules") (the latest revision of the Rules at the time this Agreement is executed is dated November 1996)) installed, operated and maintained within the City of Los Angeles (and such requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules); (iii) Rules and (iv) Prudent Utility Practices (as defined below). At all times during the term of this Agreement, Lessor shall be the "generation operator" or "generation owner" of the CoGen Asset for the purposes of any applicable reliability standards that may be adopted by the Electric Reliability Organization ("ERO"), or any regional entity approved by the ERO, pursuant to the Energy Policy Act of 2005. For purposes of this Section 3 the term "Prudent Utility Practices" shall mean those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency and economy,

Lessor agrees that upon reasonable request by LADWP for access to LADWP owned and operated equipment within the Site, including a description as to the nature and extent of ingress required, Lessor shall permit LADWP, at reasonable times, the right of ingress to and egress from the Site, provided that while at the Site, LADWP shall abide by all of Lessor's applicable safety and security rules and regulations. In case of emergency, Lessor shall use reasonable efforts to ensure LADWP can obtain prompt access to industrial station 3130.

4. IMPROVEMENTS. Lessor may, without affecting its obligations under this Agreement and with Lessee's mutual consent, which shall not be unreasonably withheld or delayed, remove the CoGen Asset and replace it with other CoGen Asset(s) of a different size or type, provided that such

replacement CoGen Asset(s) shall be of at least equivalent quality and capacity as the replaced CoGen Asset, and Lessee shall cooperate fully with Lessor to affect any such change so long as such change, in Lessee's reasonable judgment, does not result in any adverse impact upon Lessee's rights provided under this Agreement. Lessor shall be responsible for the costs relating to any such change, and no such change shall be made the basis for any increase in the Lease Payment unless such increase is specifically agreed to in writing by Lessee.

5. **TERM.** This Agreement shall commence on the date first set forth above and shall terminate on the date of termination or expiration of the Supply Agreement.

6. **LIENS.** Lessee will not suffer or permit the CoGen Asset to become subject to any lien or encumbrance for debt of any kind which may be owed by or demanded of Lessee, but if such a lien or encumbrance does attach to the CoGen Asset, Lessee shall promptly procure its release and indemnify Lessor against all damage and expense incident thereto. Notwithstanding the foregoing, nothing herein is intended to prohibit or restrict the security assignment of this Agreement by either party as permitted by Section 10 hereof.

7. **LIABILITY AND INDEMNIFICATION AND RELATED MATTERS.**

a) Each party hereto (respectively, the "Indemnifying Party") assumes all responsibility and liability and shall indemnify the other party hereto for the safety, presence, acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors and subcontractors, and other individuals or entities present at the CoGen Asset as and to the extent provided in the Supply Agreement, it being expressly agreed by the parties hereto that all activities undertaken pursuant to this Agreement are in connection with the parties' performance of the Supply Agreement.

b) At all times during the term of this Agreement, Lessor shall be the "operator" of the CoGen Asset for purposes of any Environmental Matter (as defined in the Lease Agreement, dated 1 February 1996 (as amended, modified and/or supplemented from time to time), by and between Lessor and Lessee.

c) Lessor hereby agrees to indemnify, defend and hold harmless Lessee from and against any and all liability, costs, losses, claims, demands, actions and causes of action, including attorneys' fees and expenses, incurred by the City of Los Angeles, the Board of Water and Power Commissioners of the City of Los Angeles, LADWP and their officers, agents and employees, which are the responsibility of

Lessee pursuant to its indemnity obligations to LADWP under Section 13 and 27.3 of the Customer Generation Interconnection Agreement between Lessee, Lessor and LADWP, which this Agreement is attached to as Exhibit C, (hereafter the "Interconnection Agreement") and as such indemnity obligations are in effect (and limited by Section 13.2 or 27.3 thereof) as of the effective date of the Interconnection Agreement, and which are attributable to or resulting from the actions or omissions of Lessor or any person or entity acting on Lessor's behalf, including but not limited to, any agent, designee, contractor or lessee (but excluding Lessee), and which are related to Lessor's operation of the CoGen Asset. Notwithstanding the foregoing, (i) Lessor shall not be responsible under this Section 7(c) for consequential, indirect or special damages of any kind and (ii) Lessor shall not be responsible for the costs and expenses of obtaining any replacement power. Except as specifically set forth above, nothing in this Section 7(c) shall amend or alter the indemnity obligations of Lessor and Lessee to one another as set forth in the Supply Agreement.

d) The liability of each party hereto to the other hereto with respect to any and all claims arising out of performance or non-performance of the obligations of such party in connection with this Agreement (other than the obligations set forth in this Section 7 and Sections 2, 3, 6, 8 and 9) shall in no event exceed \$280,000 during any Contract Year. Except in the case of damages resulting from (a) a willful and wrongful act or omission of the supervisory personnel of a party hereto or (b) the gross negligence of the supervisory personnel of a party hereto, and excluding the indemnification obligations of the parties hereto hereunder, a party shall not be liable in contract or tort for any indirect, special, incidental or consequential damages, including by way of illustration and not of limitation, loss of use, loss of work in process, down time or loss of profits. Nothing in this Section 7 shall limit either party hereto from obtaining and enforcing any equitable remedy to the extent it is permitted under applicable law.

e) Lessee hereby agrees to indemnify, defend and hold harmless Lessor from and against any and all liability, costs, losses, claims, demands, actions and causes of action, including attorneys' fees and expenses, arising from Lessee's failure to pay any amounts owed to LADWP by Lessee under the Interconnection Agreement.

8. **TAXES.** Lessor and Lessee shall bear and pay all taxes, charges or fees, now or hereafter imposed by or under the authority of any federal, state or local law, rule or regulation howsoever denominated and howsoever measured, that are imposed on the CoGen Asset, upon the operation or maintenance of the CoGen Asset or in connection with the transactions contemplated by this Agreement in accordance with Section 9.1 of the Supply Agreement.

9. TERMINATION. In the event the Supply Agreement is terminated by either party thereto due to a material default by the other party thereto in accordance with Section 16.1 thereof, this Agreement shall also terminate at the time of the termination of the Supply Agreement.

10. ASSIGNMENT. Upon notice to the other party hereto, this Agreement may be assigned by either party hereto in conjunction with an assignment of the Supply Agreement and in accordance with the terms thereof. This Agreement shall not otherwise be assignable or transferable by either party hereto without the prior written consent of the other, which consent will not be unreasonably withheld or delayed, and any attempted assignment without such consent shall be void. All covenants and provisions of this Agreement by and for the benefit of the parties hereto shall bind and inure to the benefit of their respective successors and assigns as permitted by the provisions of this Section 10, but no assignment shall relieve the assigner of its obligations hereunder.

11. NOTICE. All notices and other writings to be given under this Agreement shall be in writing and shall be sent certified United States Mail (return receipt requested), or facsimile, with proof of transmission, as follows:

Lessor:

Air Products and Chemicals, Inc.
7201 Hamilton Boulevard
Allentown, PA 18195-1501
Attention: Corporate Secretary
Fax No.: (610) 481-5765

Lessee:

Ultramar Inc. (d/b/a Valero Wilmington Refinery)
2402 East Anaheim
Wilmington, CA 90744
Attention: Refinery Manager
Fax No.: (562) 495-5412

With a copy to: General Counsel
Fax No.: (210) 345-5889

And a copy to: VP, Energy and Gases
Fax No.: (210) 370-4386

Notices and other writings given under this Section 11 shall be deemed effective when received or if mailed the fifth (5th) business day following the date of deposit thereof in the United States mail.

Either party hereto shall have the right at any time to notify the other in writing of a different addressee to whom a particular type of notice or other writing is to be sent under this Section 11.

12. **SURVIVAL.** The provisions of Sections 6, 7, 8 and 13 shall survive termination or expiration of this Agreement.

13. **GOVERNING LAW.** THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS AND COURTS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

14. **FURTHER ASSURANCES.** The parties hereto agree to take any action necessary to give effect to the intentions set out in this Agreement.

15. **FIXTURE FILING.** At the request of Lessor, Lessee agrees to join with Lessor in executing and recording a fixture filing pursuant to the Uniform Commercial Code in form satisfactory to Lessor to evidence Lessor's ownership and title in and to the CoGen Asset.

16. **INTEGRATION.** This Agreement and the Supply Agreement constitute the entire agreement between the parties hereto, supersede all previous agreements and understandings, whether oral or written, relating to the subject matter hereof, and may not be changed or modified orally.

IN WITNESS WHEREOF, Lessor and Lessee have caused this instrument to be executed by their duly authorized representatives.

ULTRAMAR INC.

By: [Signature]
Name: J. Travis Capps, Jr.
Title: Vice President

AIR PRODUCTS AND CHEMICALS, INC.

By: [Signature]
Name: Alexander W. Masetti
Title: VP, North American, Tonnage Gases

APPROVED

[Signature]

ATTACHMENT I

Description of CoGen Asset

Air Products' Equipment Number: T-101

A steam/condensing turbine and generator, Equipment Number T101, is incorporated into the Facility. Under normal operating conditions, the steam turbine generates all of the power required for the Facility. Byproduct power will vary depending on the production rate of hydrogen and steam at the Facility. Approximately 8.2MW of byproduct power is available for delivery to Lessee, when producing 100,000 lbs/hr of byproduct steam and 80MM SCFD of hydrogen product.

The steam/condensing turbine generator specifications as designed, procured, and installed in the Facility are:

Type:	Multi-valve, double auto-extraction
Generator:	Synchronous TEWAC
Frequency:	60 Hz
Speed:	3600 RPM
Voltage:	13.8 KV
Output:	31.9 MW (Generator Rating)

EXHIBIT D

The meter(s) that are used by LADWP for the Customer and Air Products at the Customer's Site Location are:

1. Master Meter which measures both in and out energy to Customer AND/OR Air Products.

Master Meter: Meter number PM2G30025-20085 and Recorder R59
Air Products Feeder: Meter number PMG30027-7 and Recorder R-65.

2. Unit Meter which measures output energy from Generation Facility A.

Meter number PMGC12027-1 and Recorder R-60

3. Unit Meter which measures output energy from Generation Facility B.

Such meter number shall be provided prior to commissioning.

EXHIBIT E
CUSTOMER GENERATION DATA SHEETS

Facility Name: Generation Facility B

Address: 2402 E. Anaheim St. or 700 N. Henry Ford Avenue
 Wilmington, CA 90744 Wilmington, CA 90744

Customer: Ultramar Inc.

Contact Person: Will Ramirez

Phone: 562.491.6604

Further information shall be provided prior to commissioning.

Generator's nameplate rating shall not exceed 35,000 kW

EXHIBIT F

CHILD SUPPORT OBLIGATIONS

**City of Los Angeles
Department of Water and Power
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS**

This document must be returned with the Proposal/Bid Response

The Undersigned hereby agrees that Ultramar Inc. will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wages and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. "Principal owner" means any person who owns an interest of 10 percent or more of the business or of a subcontractor assigned to City work. If there are no principal owners, please so indicate with an X here: (no principal owners)
4. Certify that the business will maintain compliance with Child Support Obligations Ordinance provisions.

I declare under penalty of perjury that the foregoing is true and was executed at:

San Antonio, Bexar, Texas
City/County/State

July 2, 2009
Date



**Please check if company has already submitted to DWP
certification relative to Child Support Obligations Ordinance.**

Ultramar Inc., 2402 E. Anaheim Street, Wilmington, CA 90744

Name of Business

Address

[Signature]
Signature of Authorized Officer or Representative

I. Travis Capps, Jr.
Print Name

Vice President
Title

(210) 345-2914
Telephone Number

EXHIBIT G

INTERCONNECTED OPERATING PROCEDURES

- 1.0 **EXHIBIT G DEFINITIONS:** For purposes of this Exhibit G only, the following terms, when initially capitalized, whether in the singular or plural tense, shall mean:
- 1.1 **Accident Prevention Tags:** Temporary signs with preprinted instructions and markings that are used to restrict operation or other action so that personnel, systems and components are protected, warn that the tagged system or component is in a condition associated with test or maintenance activities, or indicate that the system or component is under the operating jurisdiction of an organizational unit other than that of the operating personnel. Commonly used Blocking Devices, or warning devices, such as Blocking Caps, Bank in Service Caps, and Coat Hangers can be used to apply tags, but are not Accident Prevention Tags.
 - 1.2 **Authorized Person:** A person who is authorized to receive Work Authorities on circuits and equipment from the Load Dispatcher, or from the Load Dispatcher's Field Representative. Certification as an Authorized Person is required in order to hold any form of Work Authority.
 - 1.3 **Blocking Device:** A blocking cap, cover or other device that is intended to provide a physical obstacle, or a visual reminder, to aid in the prevention of incorrect or unintentional operations. Blocking devices may be used as a means to attach Accident Prevention Tags to a circuit or piece of equipment, but they may never take the place of an Accident Prevention Tag.
 - 1.4 **Bulk Power System:** Consists of the LADWP Power System's Generation and Transmission Systems.
 - 1.5 **Clearance:** For LADWP, a Work Authority issued by the Load Dispatcher or from the Load Dispatcher's Field Representative that states the specified circuit, circuit component, or equipment is Disconnected or isolated from specified sources of energy. It is assurance to the Authorized Person receiving the Clearance that the specified circuit, circuit component, or equipment will remain so Disconnected or isolated until the holder of the Clearance releases it. For Customer, a Work Authority that states the specified circuit, circuit component, or equipment is Disconnected or isolated from specified sources of energy. A Clearance permits the performance of work specified on the Clearance request.

- 1.6 **Customer's Operational Agent:** The Valero Control Room, or such other personnel as Customer may designate for the purposes of this Exhibit G.
- 1.7 **Disconnected:** As used in the preparation of electrical circuits and equipment for a Work Authority, means that a required open gap, usually visible, exists between specified sources of electric energy and the circuit component that is cleared.
- 1.8 **Electric Station:** Any power system facility used for the generation, transmission or distribution of electrical energy.
- 1.9 **Energy Control Center ("ECC"):** LADWP headquarters for conducting Bulk Power System and Electric Station monitoring and control for all operation, maintenance and modification to the power system.
- 1.10 **Field Representative:** An Authorized Person who is employed by LADWP and designated by that person's Superintendent to receive Work Authorities and reissue them to Authorized Persons in charge of the work, and who originates local Work Authorities on circuits and equipment under that person's jurisdiction.
- 1.11 **Load Dispatcher:** A NERC-certified LADWP Power System employee who is responsible for the daily operation of the LADWP Power System during normal and emergency conditions.
- 1.12 **Local Work Authority:** A Work Authority that originates from a facility Field Representative, rather than the Load Dispatcher. It applies to a circuit or piece of equipment not under control of the Load Dispatcher. It can include a Local Clearance or Local OK TO.
- 1.13 **OK TO:** For LADWP, regarding any electrical circuit or equipment, a statement from the Load Dispatcher or representative that specified work may be done on or near the circuit or equipment. For Customer and Air Products, regarding any electrical circuit or equipment, a statement from the respective control center that specified work may be done on or near the circuit or equipment. It is a type of Work Authority.
- 1.14 **Outage Coordinator:** A Senior Load Dispatcher or Load Dispatcher whose job function is to schedule outages and to take requests for Work Authorities on circuits and equipment under the jurisdiction of the ECC or the ECC Bid Desk.
- 1.15 **Safe Work Area:** An area that has been made ready for the specified work to be performed. Safe work areas are created by work preparation activities such as switching and tagging with Accident Prevention Tags, ventilation, and/or installation of barriers or barricade tape.

- 1.16 **Work Authorities:** For LADWP, any CLEARANCE or OK TO issued by the Load Dispatcher or the Load Dispatcher's Field Representative to an Authorized Person for the performance of specified work by LADWP. LADWP Work Authorities can be (1) Primary Work Authorities issued by Load Dispatchers either to Field Representatives for reissue to Authorized Persons or directly to Authorized Persons, (2) Secondary Work Authorities issued by Field Representatives to Authorized Persons, or (3) Local Work Authorities issued by Field Representatives to Authorized Persons on circuits or equipment under local jurisdiction. For Customer and Air Products, any CLEARANCE or OK TO issued by the respective control center to an authorized person for the performance of specified work by LADWP.

2.0 GENERAL RESPONSIBILITIES:

- 2.1 LADWP has the sole authority and responsibility to operate and maintain IS-3130 and the 34.5-kV Valero Feeder 1 and Valero Feeder 2 from IS-3130 to IS-3369, up to but not including the associated potheads at IS-3130. This includes all 34.5-kV equipment and relays located at IS-3130.
- 2.2 Customer has the sole authority and responsibility to operate and maintain IS-3369, IS-3170, IS-2233 and the 34.5-kV Valero Feeder 1 and Valero Feeder 2 from IS-3130 to IS-3369, beginning with the associated potheads at IS-3130.
- 2.3 Customer or Air Products, as applicable, shall comply with reliability-based directives and orders issued by LADWP in LADWP's role as Transmission Operator and Load Serving Entity unless such actions would violate safety, equipment, regulatory or statutory requirements. Under such circumstances, Customer or Air Products, as applicable, shall immediately inform LADWP of its inability to perform the directive in accordance with NERC Standard TOP-001-1a R3.
- 2.4 LADWP shall notify Customer whenever it plans to enter Customer's Site Location. For this purpose, Customer's Site Location also includes the location of the Unit Meter which measures output energy from Generation Facility A, Meter number PMGC12027-1 and Recorder R-60 and in the future would include the location of the Unit Meter which measures output energy from Generation Facility B.

3.0 OUTAGE REQUESTS; SCHEDULED AND UNSCHEDULED WORK:

- 3.1 All requests for outages and Work Authorities on any of the 34.5-kV equipment providing power to the Valero facilities, including IS-3130,

Valero Feeder 1 and Valero Feeder 2, and associated terminal equipment, will be pre-programmed whenever possible. This also applies, without limitation, to any of the 34.5-kV equipment serving the following Valero facilities:

- The refinery at 2402 E. Anaheim St., currently fed by Bank C and Section C at RSQ, via Harbor Peddlers F, G, H and 5 from Section C to IS-3130; and
- The Marine Terminal, Berth 164, at 861 and 961 Paloma St., currently fed by Bank B and Section B at RSQ.

To the extent possible, outages and other maintenance activities affecting the reliability of the interconnection or delivery of energy shall be coordinated to minimize the impact to both Parties. Customer will be notified at least three (3) business days in advance of all scheduled outages and non-emergency work, including visual inspections on IS-3130 (including the meters R-59, R-61, R-2313, R-65 and R-744), the Air Products Generator meter (R-60) and the 34.5-kV equipment serving the abovementioned facilities; such notification will be made to at least one of the Customer contacts listed in Section 10.2. Customer will notify Air Products, if applicable, of any work to be done that impacts Air Products.

- 3.2 Scheduled Work: Requests for work and visual inspections at IS-3130 and its auxiliary loads, smoke detectors, metering equipment, etc. or the 34.5-kV Valero Feeder 1 and Valero Feeder 2 from IS-3130 to IS-3369, including the metering equipment at the Air Products generator, shall be submitted to LADWP's Outage Coordinator. Requests for work at IS-3369 or the Customer's or Air Products', as applicable, portion of the lines will be submitted to at least one of the Customer contacts listed in Section 10.2. A Party may, in accordance with Prudent Utility Practices and in coordination with the other Parties, remove from service any of its respective facilities that may impact the other Parties' facilities as necessary to perform maintenance or testing or to install or replace equipment. The Outage Coordinator will coordinate outage requests, with Customer's cooperation. Requests for work shall normally be submitted at a minimum of three (3) business days prior to the date of the work.
- 3.3 Each Party shall, to the extent practical, provide reasonable advance notice of its planned maintenance outages, including any updates or modifications to its planned outage schedule, to the other Parties prior to such outages. Such notice shall normally be submitted at a minimum of three (3) business days prior to the date of the associated work.
- 3.4 Unscheduled Work: Requests for work in real time shall be for urgent or emergency purposes only and shall be coordinated between LADWP's South Load Dispatcher or Senior Subtransmission Dispatcher and Customer's Operational Agent or Air Products, as applicable.

4.0 SWITCHING:

- 4.1 LADWP's ECC will direct all switching at IS-3130. This includes but is not limited to directions to remove and to reinstall conductor connections where needed to establish electrical isolation via a physical air gap.
- 4.2 LADWP Operations personnel will perform all switching at IS-3130 and will notify Customer according to Section 4.4.
- 4.3 The Valero Electrical Department will direct and/or perform all switching at IS-3369, IS-3170, and IS-2233.
- 4.4 All switching will be coordinated between the Parties' respective control centers, with notifications made prior to commencing such switching, and will be in accordance with procedures and terms set forth in this Exhibit G. LADWP's ECC and Customer's Operational Agent or Air Products, as applicable, will communicate with all affected parties prior to, and after completion of, all switching. No switch that has been operated and tagged in order to provide a Safe Work Area may be operated again without the approval of LADWP's ECC, the Valero Control Room and any Work Authority holders, and then only if it does not violate any outstanding Work Authorities or safety rules.
- 4.5 Procedure to switch the 34.5-kV Valero Feeder 1 and/or Valero Feeder 2 for a Clearance:
 - a. LADWP and Customer control centers will confer and agree that the line is to be cleared and make any required notifications. Customer will notify Air Products, as applicable.
 - b. Customer will open 34.5-kV Line Circuit Breaker(s) ("CB(s)") at Customer's facility (IS-3369) and report the switching.
 - c. LADWP will check the line(s) for no load and open IS-3130 34.5-kV CB(s) and confirm that the line(s) indicate de-energized.
 - d. LADWP, Customer and Air Products, as applicable, control centers will direct that the appropriate disconnects be opened and tagged at their respective facilities in accordance with each Party's established procedures and this Exhibit G.
 - e. After appropriate disconnects are open and tagged at IS-3130 and at Customer's facility (IS-3369), and such status has been reported to the relevant control center of either Customer or LADWP, ground switches will be closed at both ends.
 - f. After all ground switching has been completed, each Party planning to perform work shall obtain a Clearance from the other Party.
- 4.6 Procedure to restore the 34.5-kV Valero Feeder 1 and/or Valero Feeder 2 following a Clearance:

- a. LADWP and Customer control centers will clear off any Clearance or other associated Work Authority they are holding, and report the status of their equipment and any changes made.
- b. LADWP and Customer will coordinate before operating line ground switches. Once all of the Clearance holders' personal shorts and grounds are reported removed, and all Clearances or other associated Work Authorities are released, line ground switches will be opened.
- c. After each Party has reported personal grounds removed, the appropriate ground switches open, and all Clearances and associated Work Authorities turned in, LADWP and Customer will close disconnects only at IS-3130 and at Customer's facility (IS-3369).
- d. After completion of all disconnect switching, LADWP and Customer control centers will confer and agree that the line is to be reenergized and make any required notifications. Normally, the line(s) will be energized from IS-3130.
- e. LADWP will close IS-3130 34.5-kV CB(s) and confirm that the line indicates energized.
- f. Customer will close IS-3369 34.5-kV CB(s), and note the line loading if applicable.
- g. Customer with LADWP's concurrence will commence restoration of generation in accordance with Customer's established procedures.

4.7 Procedure for restoring the 34.5-kV Valero Feeder 1 and/or Valero Feeder 2 following a relay action or other interruption:

- a. LADWP and Customer will confer and report on the status of their equipment, relay information if available, and any known cause for the interruption.
- b. LADWP and Customer will agree as to when the line will be reenergized.
- c. Customer will report when it is ready for the line to be reenergized. Any required notifications will be completed.
- d. LADWP will close IS-3130 34.5-kV CB(s) and report the status of the line.
- e. Upon successful re-energization, Customer will close IS-3369 34.5-kV CB(s) unless requested otherwise by LADWP.
- f. Upon LADWP's approval, Customer will commence restoration of the generation in accordance with Customer's established procedures. Such approval will be given at the earliest possible opportunity.

5.0 WORK AUTHORITIES ON VALERO FEEDERS 1 AND 2:

- 5.1 Following completion of switching for a Clearance, OK TO, or other Work Authority, the control center requesting the Work Authority will receive said Work Authority from the other control center. If work is going to be performed by more than one Party, the respective control centers will exchange the appropriate Work Authorities.
- 5.2 LADWP's ECC will issue, and receive return of, Work Authorities for equipment under the sole operational authority of LADWP.
- 5.3 Customer's Operational Agent will issue, and receive return of, Work Authorities for equipment under the sole operational authority of Customer. Air Products will issue, and receive return of, Work Authorities for equipment under the sole operational authority of Air Products.
- 5.4 Upon completion of work, the control center of the performing Party will release its Work Authority, which means that the applicable facility is back under operating control. No switching to restore any equipment covered under this Exhibit G will be performed until all applicable Work Authorities on the equipment have been released and the control centers have exchanged information on the status of, and any changes to, the circuit or terminal equipment.

6.0 REPORTING AND DOCUMENTATION:

- 6.1 LADWP and Customer shall keep each other informed in real time as to changes in the status of all equipment at their respective facilities that may affect the other Party.
- 6.2 Each Party will maintain appropriate records of all switching, Work Authorities and other pertinent events in accordance with such Party's standard procedures.
- 6.3 A Party communicating switching instructions and reports of switching shall ensure that the information is communicated in a clear, concise and definitive manner, shall ensure that the recipient of the communication repeats the information back correctly, and shall either acknowledge the response as correct or repeat the original statement to resolve any misunderstanding.
- 6.4 The English language shall be used for all communication between the control centers.

7.0 ENERGY SCHEDULING AND CURTAILMENT:

Customer or Air Products, as applicable, shall immediately, but in a controlled manner, comply with LADWP's requests to curtail output of Generation Facilities A and/or B at Customer's Site Location if conditions on LADWP's Subtransmission System require a reduction for reliability purposes. This reduction will be for the minimum capacity and duration necessary to resolve the reliability condition. During such curtailment events, Customer and Air Products shall take responsibility for supplying their own electrical loads and maintaining continuous operations.

8.0 VOLTAGE AND MVAR CONTROL:

Customer or Air Products, as applicable, will operate its own voltage control equipment within the capabilities of its equipment to maintain the Subtransmission voltage limits provided by LADWP, within the reactive power capability of each of Generation Facilities A and B. Customer or Air Products, as applicable, shall be responsible for under- and over-voltage ride-through capability within the same operating envelope that LADWP uses on its Subtransmission system.

9.0 EMERGENCY CONDITIONS:

A Party may take necessary immediate actions under Emergency Conditions without prior notification to the other Parties. Said actions shall be immediately communicated to the other Parties at the earliest possible time. Any equipment interrupted by said actions shall be restored when reasonable to do so in accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.

10.0 CONTACT INFORMATION:

For purposes of all communications under this Exhibit G only, in accordance with applicable Laws, Rate Ordinances, rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices, the following contact information shall be used:

10.1 LADWP

Energy Control Center c/o Room 1148
P.O. Box 51111
Los Angeles, CA 90051-0100

Outage Coordinator	(818) 771-6651
South Load Dispatcher	(818) 771-6643
Senior Load Dispatcher	(818) 771-6640

10.2 Customer

Valero Control Room
24-hour emergency notifications (562) 437-3911
(562) 437-3912

Electrical Maintenance Shop (562) 491-6660
Electrical Maintenance Supervisor (562) 491-6782

Electrical Engineer (562) 491-6798
(562) 495-5647

Electrical Manager (562) 491-6604

Electrical Reliability (562) 491-6871

10.3 Air Products

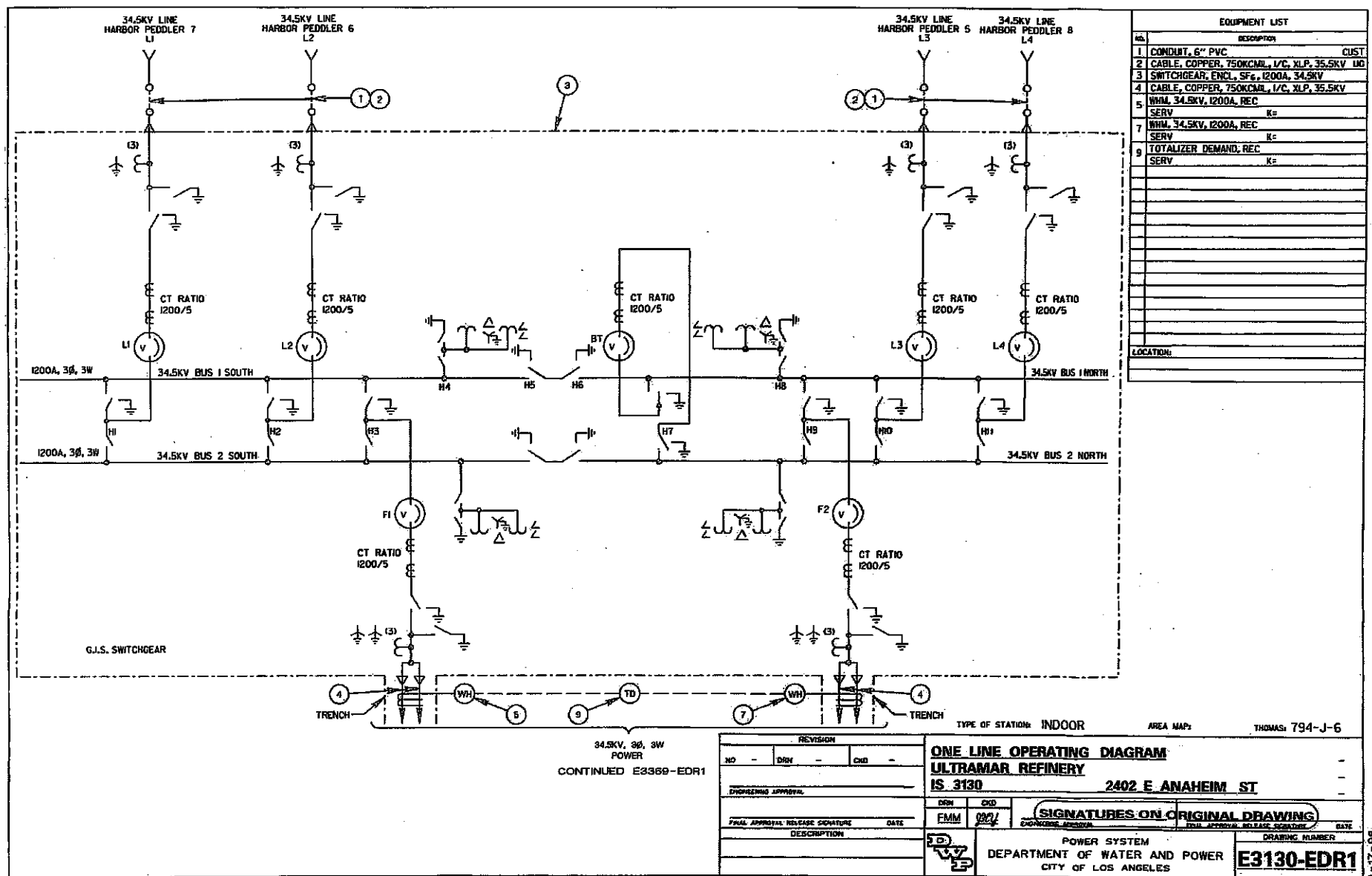
Control Room (310) 952-9172

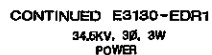
11.0 ONE-LINE DIAGRAMS:

Facilities impacted by the Interconnected Operating Procedures contained in this Exhibit G shall be maintained by the responsible Party, in all material respects, in accordance with the depictions contained in the following One-Line Diagrams:

<u>Number</u>	<u>Title</u>
E3130-EDR1	One-Line Operating Diagram, Ultramar Refinery, IS-3130
E3369-EDR1	One-Line Operating Diagram, Ultramar Refinery, IS-3369
E3170-EDR1	One-Line Operating Diagram, Ultramar Refinery, IS-3170
E2233-ED1	One-Line Operating Diagram – Main Station, Ultramar Petroleum Co. -- Refinery, IS-2233
E2233-ED2	One-Line Operating Diagram – Rack Addition -- Main Station, Ultramar Petroleum Co. -- Refinery, IS-2233
E2233-ED3	One-Line Operating Diagram – Satellite O, Ultramar Petroleum Co. -- Refinery, IS-2233
E2233-ED4	One-Line Operating Diagram – West Station, Ultramar Petroleum Co. -- Refinery, IS-2233

E3130-EDR91	One-Line Switching Diagram, Valero Refinery, IS-3130
E3369-EDR91	One-Line Switching Diagram, Valero Refinery – Customer Side, IS-3369
E3170-ED91	One-Line Switching Diagram, Valero Refinery, IS-3170
E2233-EDR91	One-Line Switching Diagram, Valero Wilmington Refinery, IS-2233

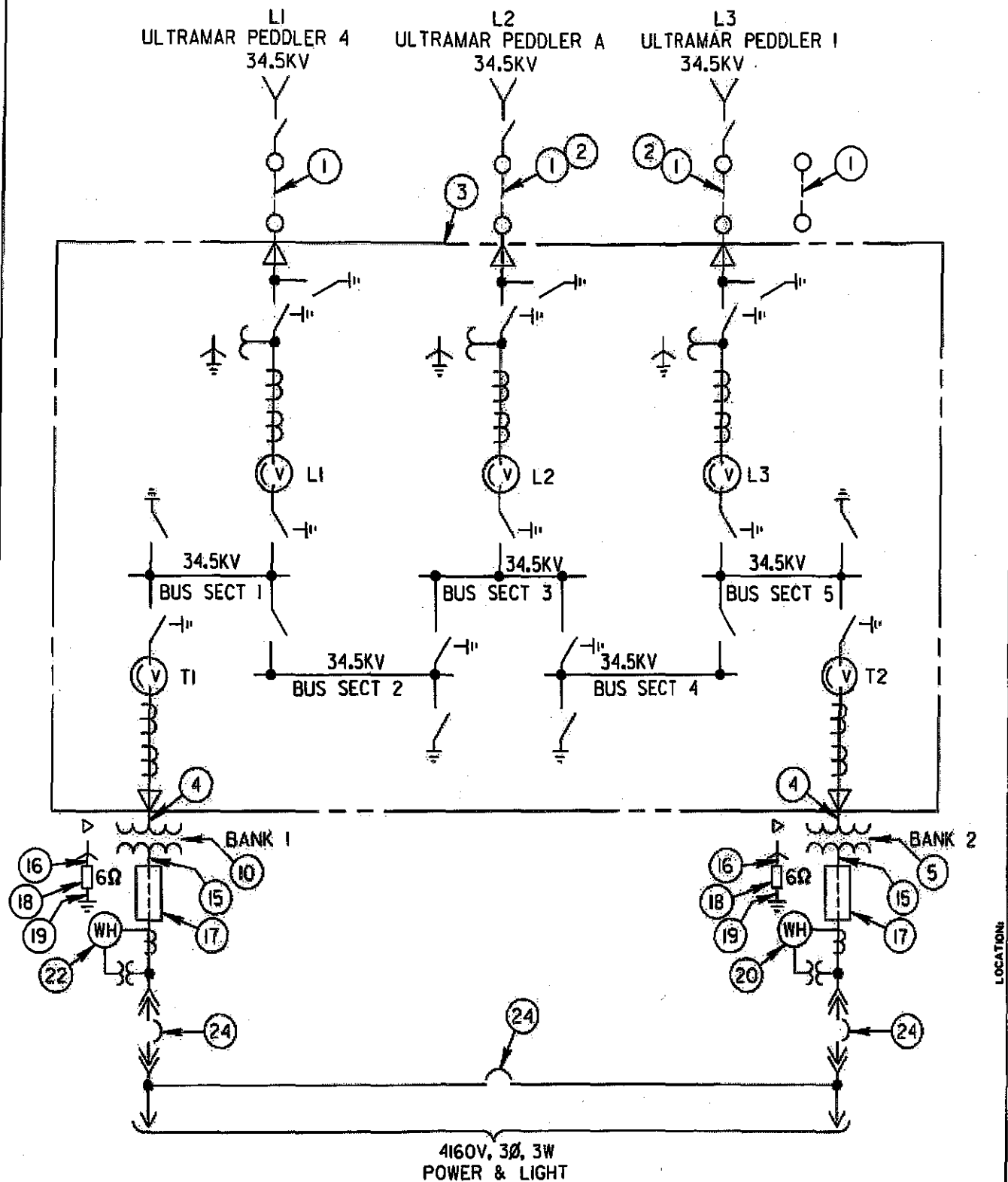




TYPE OF STATION		INDOOR		AREA MAP		THOMAS 794-J-6.	
REVISION				ONE LINE OPERATING DIAGRAM			
NO	ORW	CED	ULTRAMAR REFINERY				
IS 3369				2402 E ANAHEIM ST			
ENGINEERING APPROVAL				4-21-98			
FINAL APPROVAL, RELEASE SIGNATURE		DATE		ENGINEERING APPROVAL		FINAL APPROVAL, RELEASE SIGNATURE	
DESCRIPTION		POWER SYSTEM		DEPARTMENT OF WATER AND POWER		DRAWING NUMBER	
CITY OF LOS ANGELES		E3369-EDR1					

E9369EDe1.DG

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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TYPE OF STATION: INDOOR

AREA MAP: 613

THOMAS: 794-J6

EQUIPMENT LIST: E3170-EDIA

REVISION			
NO	1	DRN	AHG
CKD	ARM		

ONE LINE OPERATING DIAGRAM
ULTRAMAR REFINERY
IS 3170

2402 E. ANAHEIM ST

ENGINEERING APPROVAL:
R. W. Jones 4-30-98
FINAL APPROVAL RELEASE SIGNATURE DATE

DRN CKD
TIM/FMM 8/20/05
ENGINEERING APPROVAL
R. W. Jones E6669

FINAL APPROVAL RELEASE SIGNATURE DATE
R. J. Thompson 7-12-95

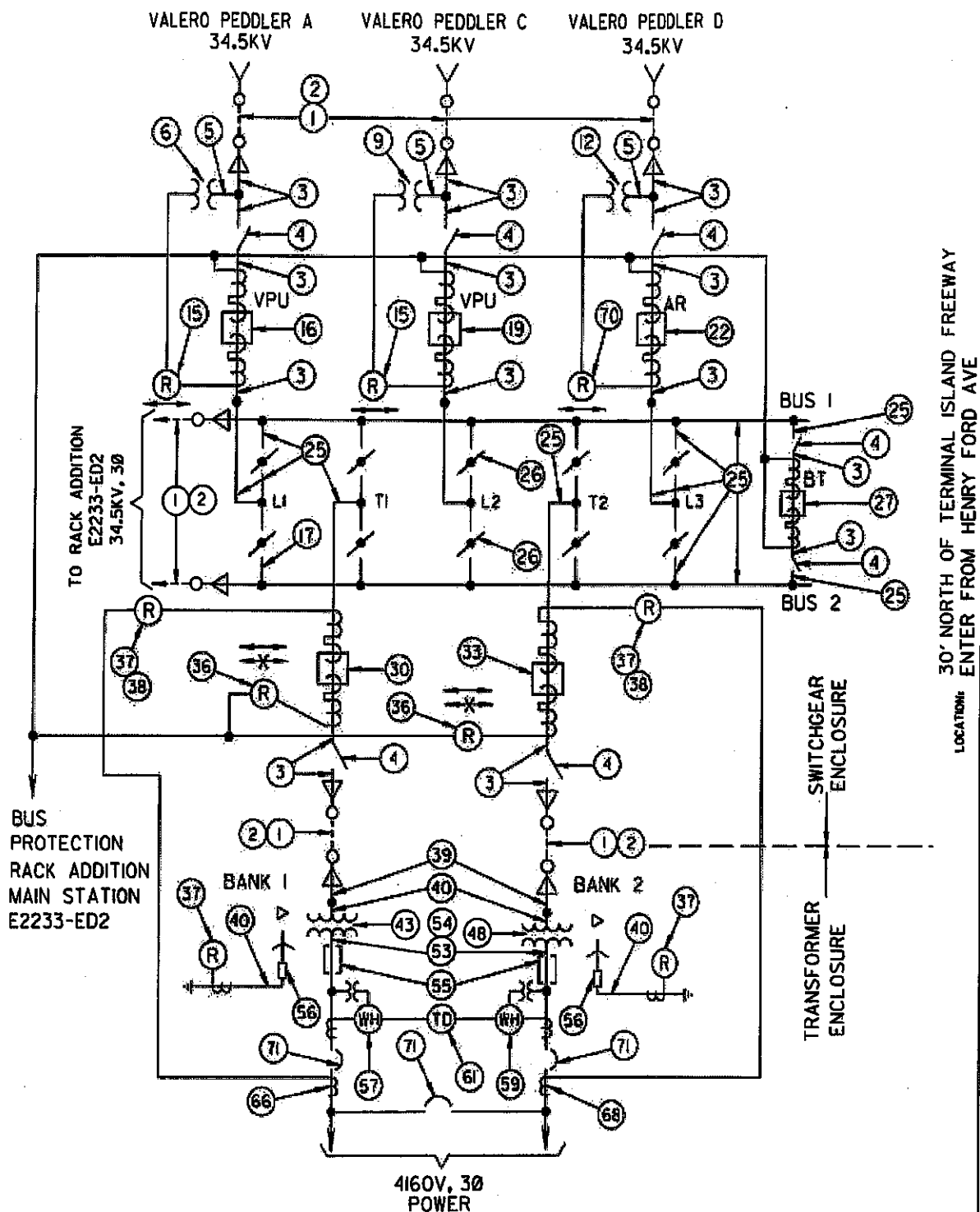
DESCRIPTION
LINE NAME CHANGE

DWP

POWER SYSTEM
DEPARTMENT OF WATER AND POWER
CITY OF LOS ANGELES

DRAWING NUMBER
E3170-EDI

TRACED AND SIGNATURES COPIED 5-21-85



TYPE OF STATION: OUTDOOR

AREA MAP: 613

THOMAS: 74 E4

EQUIPMENT LIST: E2233-EDIA

REVISION				ONE LINE OPERATING DIAGRAM - MAIN STATION			
NO	4	DRN	CGA	CKD	ULTRAMAR PETROLEUM CO - REFINERY		
ENGINEERING APPROVAL				IS 2233 2402 E ANAHEIM ST			
FINAL APPROVAL, RELEASE SIGNATURE				DATE	DRN	CKD	DATE
REVISED TO DATE				DATE	KLK	WSE	DATE
DESCRIPTION				POWER SYSTEM		DRAWING NUMBER	
				DEPARTMENT OF WATER AND POWER		E2233-EDI	
				CITY OF LOS ANGELES			

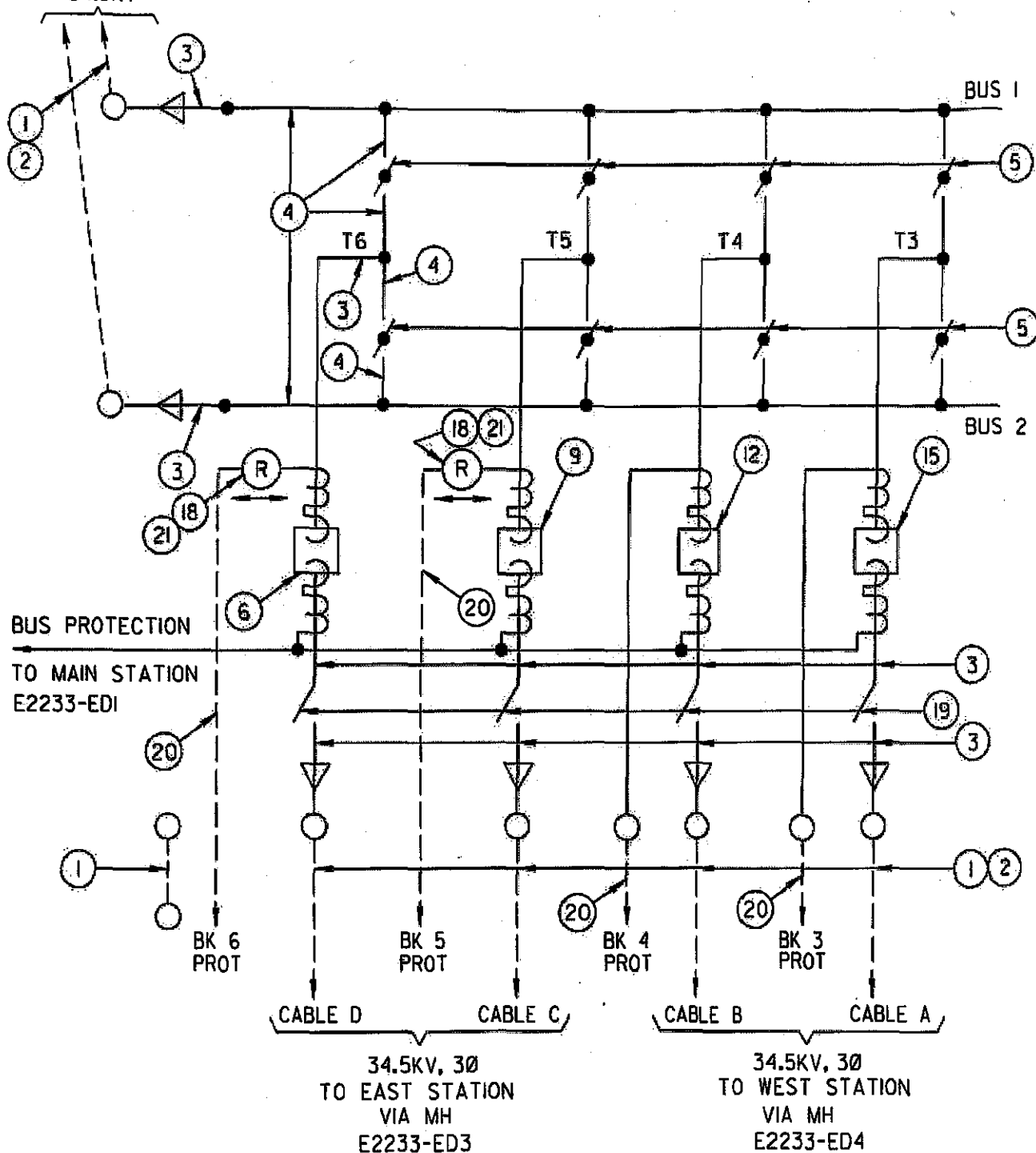
4-E090184

2-DRA-ED40512

E2233E0LDCH

8-7-09

FROM MAIN STATION
E2233-EDI
34.5KV



OUTDOOR

613

74 E4

E2233-ED2A

TIM

3cm

ONE LINE OPERATING DIAGRAM - RACK ADDITION - MAIN STATION
ULTRAMAR PETROLEUM CO - REFINERY
IS 2233 2402 E ANAHEIM ST

ECR 1/8/80

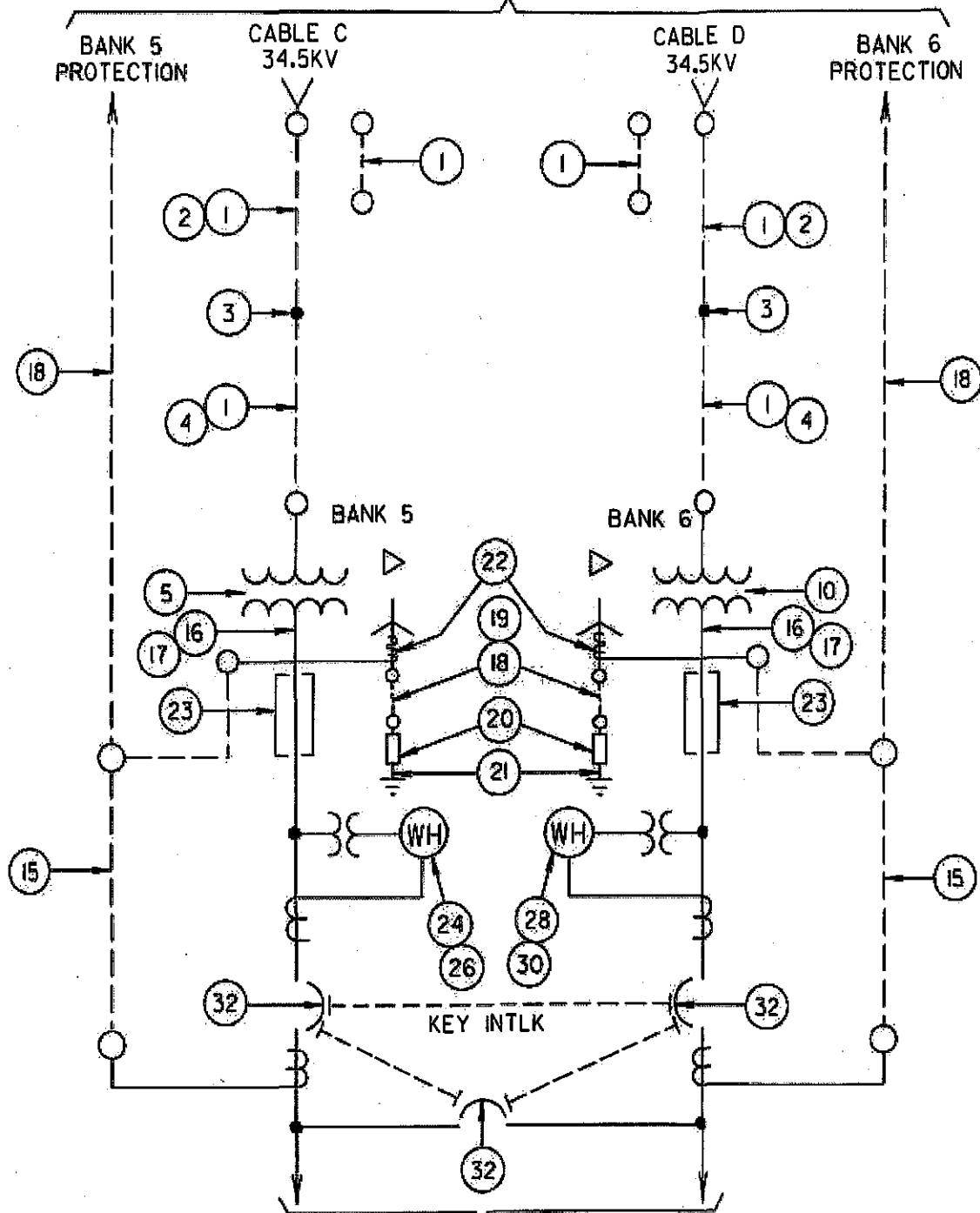
PDL TEM LTD

Raymond C Burt/ASB 11-18-85

E2233-ED2

5-29-97

FROM RACK ADDITION-MAIN STATION
VIA MH
E2233-ED2



ENTER FROM ANAHEIM ST 400' EAST OF TERMINAL
ISLAND FWY WEST SIDE OF PROPERTY.

4160V, 3Ø
POWER

OUTDOOR

613

794-H6

E2233-ED3A

ONE LINE OPERATING DIAGRAM - SATELLITE O
ULTRAMAR PETROLEUM CO - REFINERY
IS 2233 2402 E ANAHEIM ST

RJZ

WSP

SEP 1978 3:13 PM E2233-ED3A

W. A. Zella

4-23-69

ADD CABLE C & BK 5 & 6
PROT.- STA WAS EAST STA

E2233-ED3

5-29-97

10-E970342

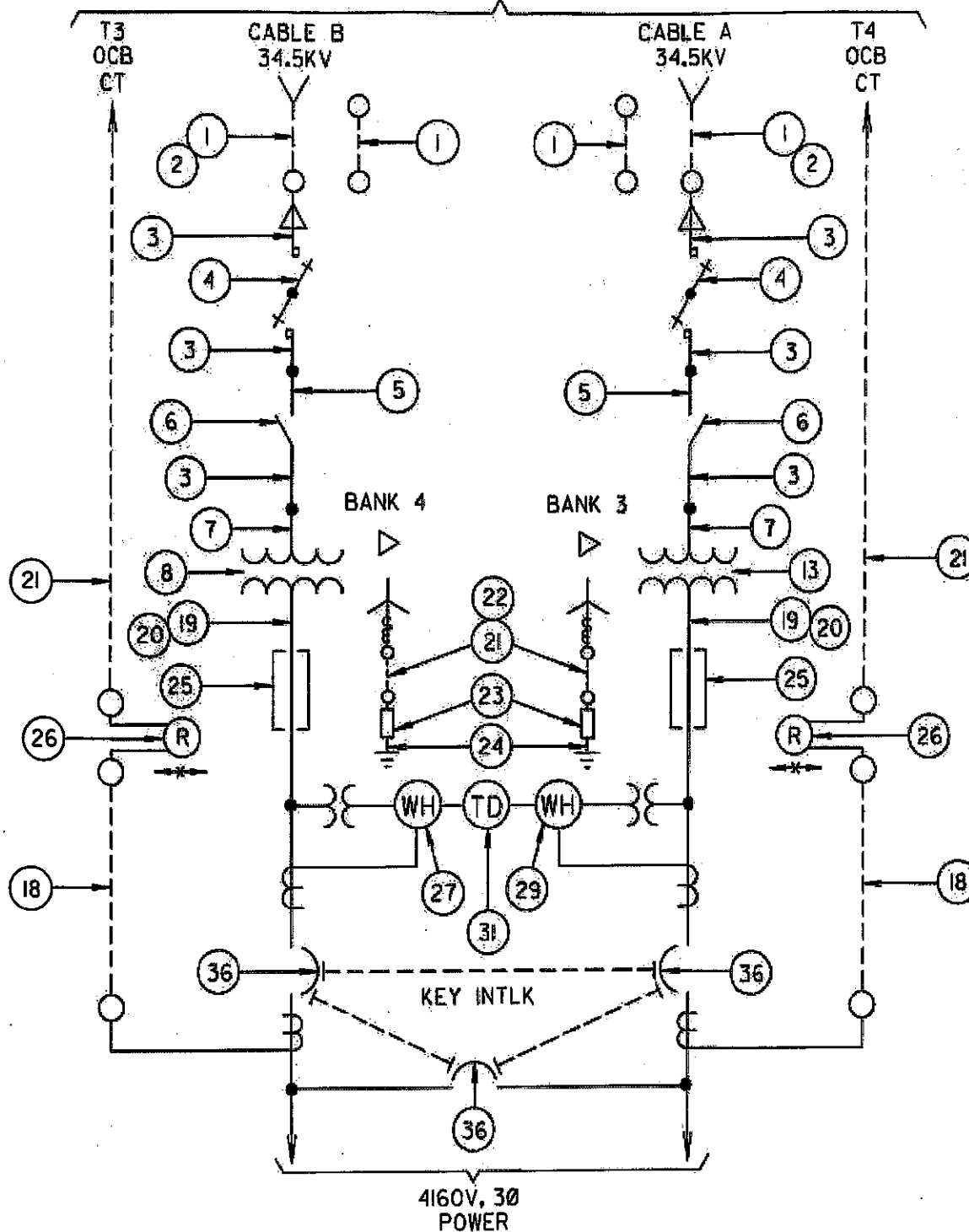
7- E840912

WIL

E2233ED3.DGN

7-TRACED AND SIGNATURES COPIED FROM E1529-ED1 5-23-85

FROM RACK ADDITION-MAIN STATION
VIA MH
E2233-ED2



ENTER FROM ANAHEIM ST 400' EAST OF TERMINAL
ISLAND FWY WEST SIDE OF PROPERTY

TRACED AND SIGNATURES COPIED FROM E2047-EDI 5-31-85

OUTDOOR

613

74 E4

E2233-ED4A

3

TIM

3077

ONE LINE OPERATING DIAGRAM - WEST STATION
ULTRAMAR PETROLEUM CO - REFINERY
IS 2233 2402 E ANAHEIM ST

RKF *WFO* *Robb Remy JMC TAN EUC OCP JAM* *H.L. Holland* 3-27-80

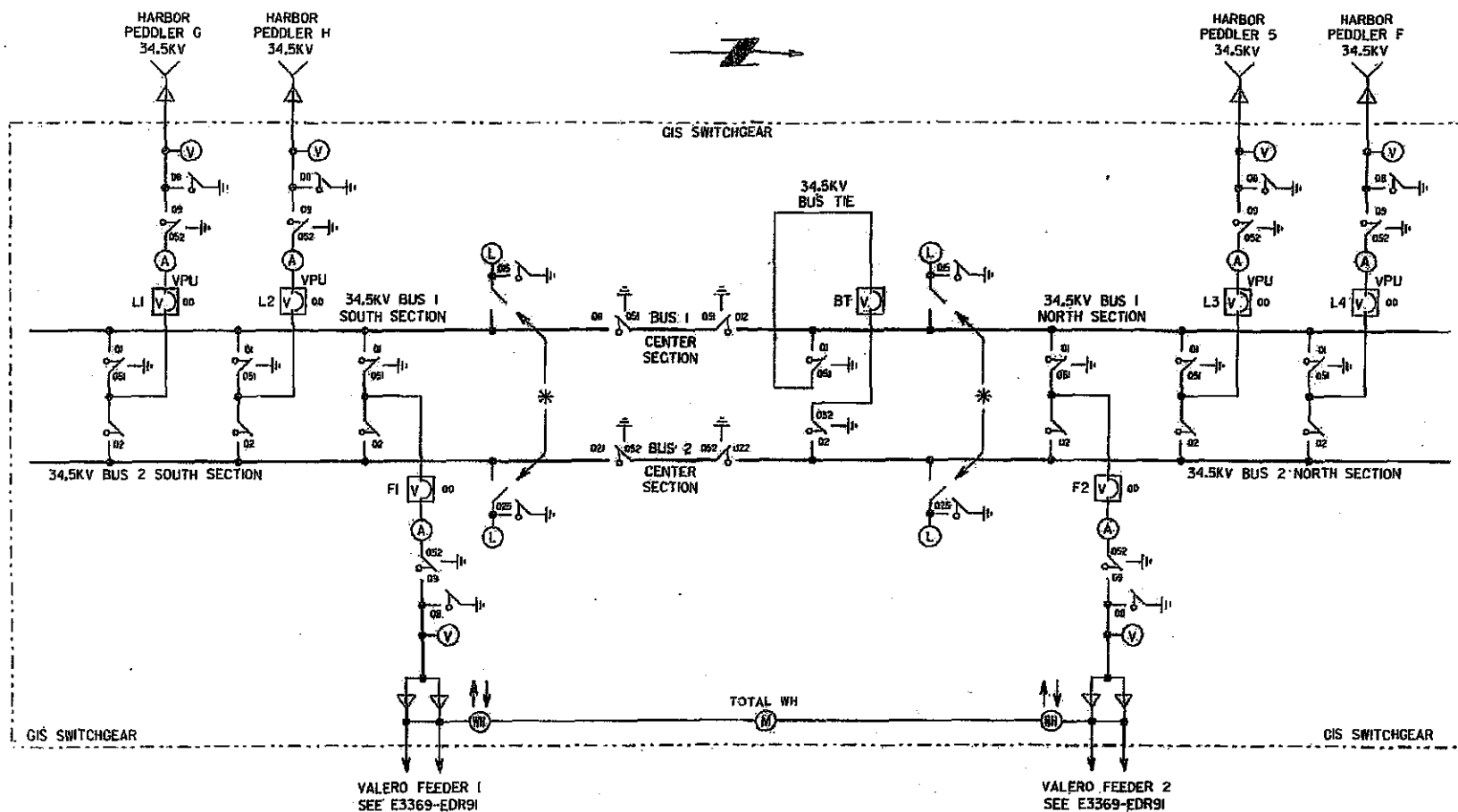
E2233-ED4

5-29-97

3-E970342

2- E840912

E2233ED4.DGN

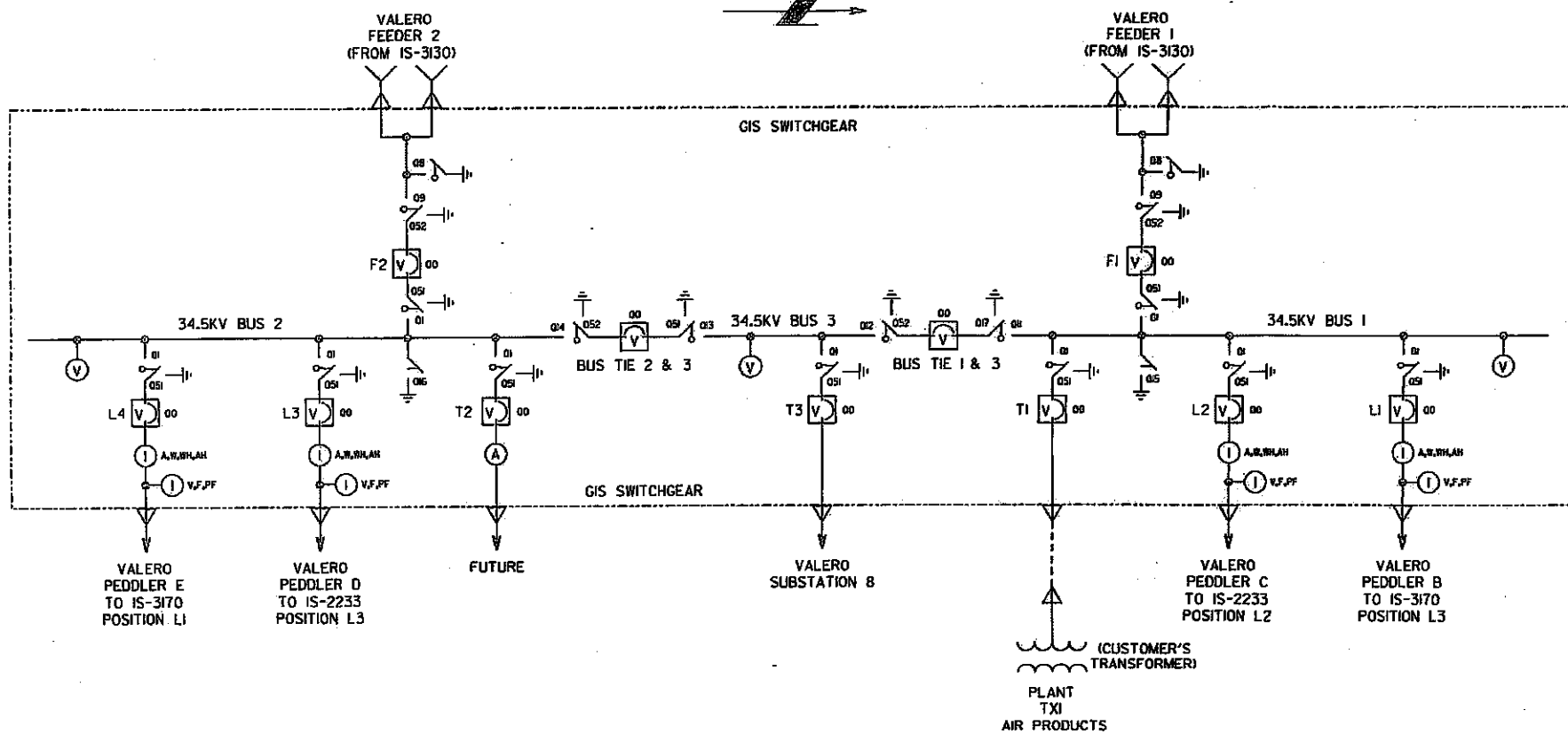


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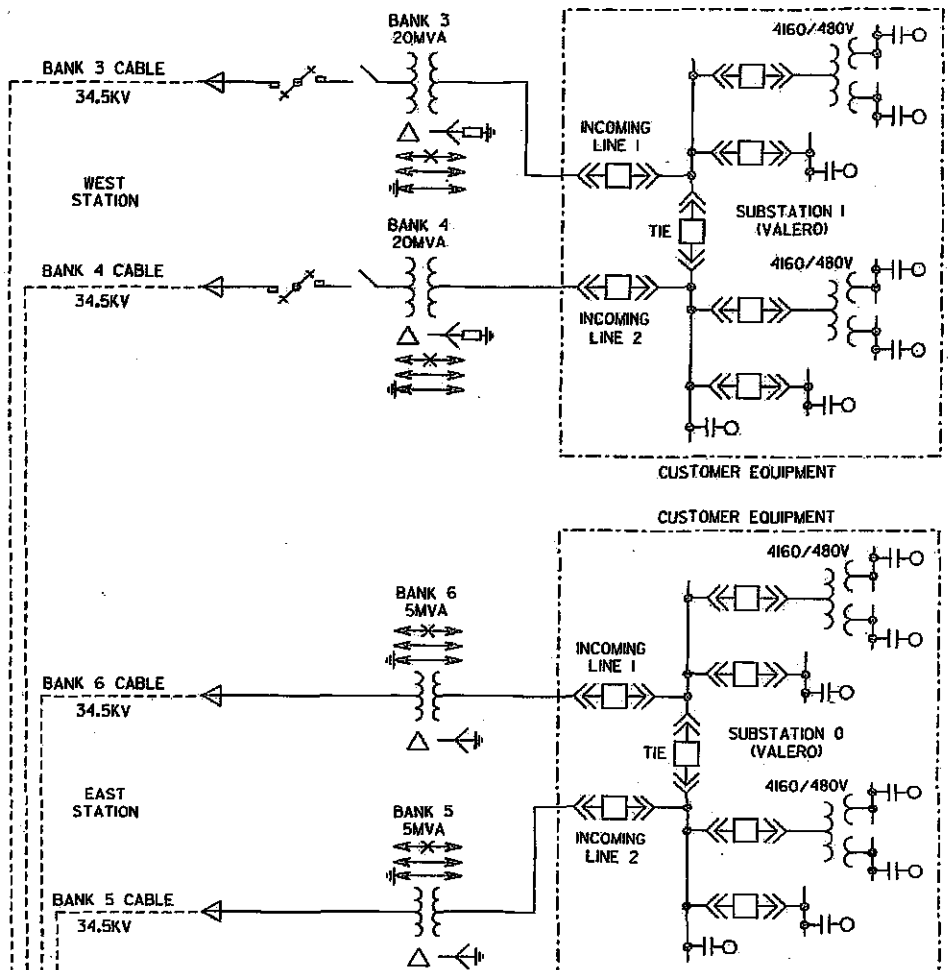
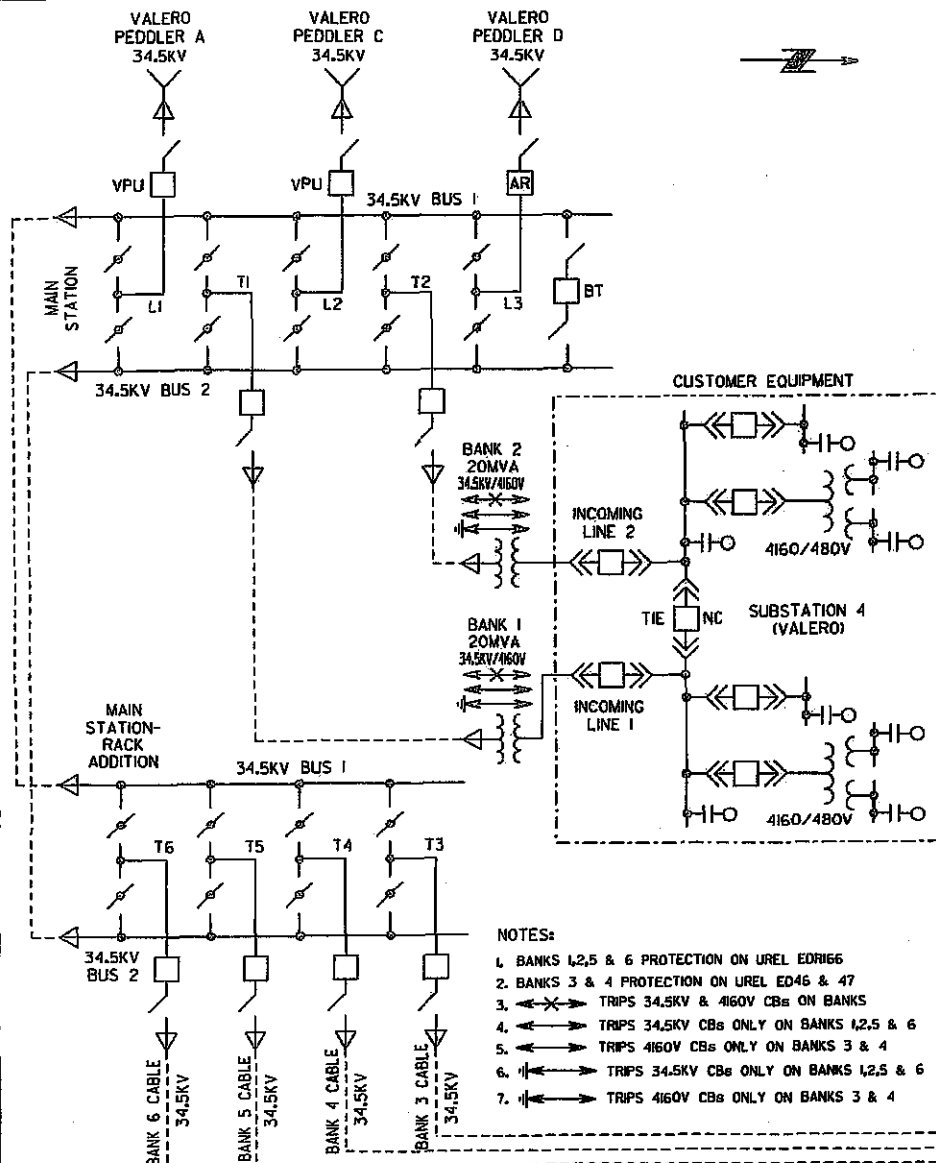
1. POSITIONS L1- L4 VPU BLOCKED PER L.O. (5-22-98)
- * DISCONNECTS LOCATED BEHIND PLATE IN CABINET, USED FOR TEST PURPOSES ONLY

REVISION				ONE LINE SWITCHING DIAGRAM			
NO	3	DATE	JEN	CHK	JM	VALERO REFINERY	
<div style="display: flex; justify-content: space-between;"> DESIGNED BY: <i>[Signature]</i> DATE: 9-26-13 </div>				<div style="display: flex; justify-content: space-between;"> IS 3130 2402 E. ANAHEIM ST. </div>			
<div style="display: flex; justify-content: space-between;"> DESIGNED BY: <i>[Signature]</i> DATE: 9-26-13 </div>				<div style="display: flex; justify-content: space-between;"> CHKD: TCD CHKD: TCD CHKD: RJ CHKD: RJR </div>			
STATION WAS ULTRAMAR				<div style="display: flex; justify-content: space-between;"> POWER SYSTEM 8-14-97 </div>			
<div style="display: flex; justify-content: space-between;"> DEPARTMENT OF WATER AND POWER CITY OF LOS ANGELES </div>				<div style="display: flex; justify-content: space-between;"> E3130-EDR91 4-7-08 </div>			

3-E030014



REVISION				ONE LINE SWITCHING DIAGRAM			
NO	2	DRN	ASC	CHKD	JRM	VALERO REFINERY - CUSTOMER SIDE	
						IS 3369	
DRAWING APPROVAL						2402 E. ANAHEIM ST.	
DRN				CHKD		8-14-97	
TCD				TCD		8-14-97	
FINAL APPROVAL RELEASE SIGNATURE				DATE		DATE	
DESCRIPTION				POWER SYSTEM		DRAWING NUMBER	
RMV PLANT TX2 & TX3				DEPARTMENT OF WATER AND POWER		E3369-EDR91	
ADD VALERO SUBSTATION 8				CITY OF LOS ANGELES			
I-E030014 2-E060032							



REVISION				ONE LINE SWITCHING DIAGRAM		VALERO WILMINGTON REFINERY		2402 E. ANAHEIM ST.	
NO	2	CRN	JBI	CRD	JDI				
ENGINEERING APPROVAL									
FIELD APPROVAL									
RELEASE SIGNATURE				DATE					
UPDATE DWG				POWER SYSTEM					
				DEPARTMENT OF WATER AND POWER					
				CITY OF LOS ANGELES					
				William S. Woodson 5-27-92					
				DATE					
				E2233-EDR91					

2-ED30004

EXHIBIT H

RESERVED