

Title Page

Southern California Edison Company

FERC FPA Electric Tariff

Tariff Title: Rate Schedules

Tariff Record Title: Rate Schedule FERC No. XXX

AGREEMENT FOR ADDITIONAL SOUTHERN CALIFORNIA EDISON
COMPANY FACILITIES IN THE ELDORADO SUBSTATION

AMONG

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES

NEVADA POWER COMPANY
(d/b/a NV Energy)

AND

SOUTHERN CALIFORNIA EDISON COMPANY

Contract Effective Date: ~~xx/xx/2015~~ Tariff Record Proposed Effective Date ~~xx/xx/2015~~
Version Number: 1.0.0 Option Code: A

DWP No. BP 16-022

TABLE OF CONTENTS

1. PARTIES	3
2. RECITALS	3
3. SECTION HEADINGS AND DEFINITIONS.....	5
4. EFFECTIVE DATE AND TERMINATION	9
5. RIGHT TO OCCUPY AND ACCESS RIGHTS:	10
6. OWNERSHIP:.....	10
7. OPERATING AGENT	10
8. USE OF ELDORADO SYSTEM FACILITIES.....	11
9. COST RESPONSIBILITY	11
10. OPERATING PRINCIPLES	12
11. ENGINEERING AND OPERATING COMMITTEE:.....	12
12. OTHER AGREEMENTS	13
13. TAXES.....	13
14. LIABILITY.....	13
15. UNCONTROLLABLE FORCES.....	14
16. RELATIONSHIP OF THE PARTIES.....	15
17. SUCCESSORS AND ASSIGNS	15
18. NONDEDICATION OF FACILITIES:.....	15
19. GOVERNING LAW AND VENUE	16
20. NOTICES.....	16

21. GENERAL PROVISIONS 16

22. ATTACHMENT REVISIONS 17

23. EXECUTION BY COUNTERPARTS 18

24. SIGNATURE CLAUSE 19

ATTACHMENT A – ELDORADO SUBSTATION ONE-LINE DIAGRAM

ATTACHMENT B - ADDRESSES FOR NOTICES

AGREEMENT FOR ADDITIONAL SOUTHERN CALIFORNIA EDISON COMPANY
FACILITIES IN THE ELDORADO SUBSTATION

1. PARTIES:

The parties to this AGREEMENT FOR ADDITIONAL SOUTHERN CALIFORNIA EDISON COMPANY FACILITIES IN THE ELDORADO SUBSTATION (“Agreement”) are: (i) DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES (“Los Angeles”), a department organized and existing under the charter of the City of Los Angeles, a municipal corporation of the State of California and successor in interest to Salt River Project Agricultural Improvement and Power District (SRP); NEVADA POWER COMPANY, doing business as NV Energy (“NV Energy”), a Nevada corporation; and SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), a California corporation, with Los Angeles, NV Energy and SCE collectively referred to as the “Eldorado Co-Owners,” with SCE further acting as the “Operating Agent” for the Eldorado Co-Owners, and (ii) SCE as the party requesting the right to locate additional facilities in the Eldorado Substation and when so acting, SCE is referred to as “Connecting Participant.” The parties to this Agreement are also individually referred to as “Party” and collectively as “Parties.”

2. RECITALS:

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

- 2.1. The Eldorado Co-Owners jointly own, as tenants in common, the Eldorado System.
- 2.2. Connecting Participant owns the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard, which are located on the Eldorado Substation site, but are not part of the Eldorado System. SCE also owns the Connecting Facilities.

- 2.3. On August 13, 2013, the Parties and SRP executed the Agreement for Additional Southern California Edison Company Connections to the Eldorado System ("SCE Connections Agreement") which provided for the interconnection of the SCE-owned Eldorado 220 kV Switchyard to the Eldorado 220 kV Switchyard via a temporary interconnection.
- 2.4. The Engineering and Operating Committee approved the interconnection of the 5AA Bank to the Eldorado 500 kV Switchyard, as memorialized in the Eldorado System E&O Resolution 2015-01 dated April 2, 2015.
- 2.5. The Parties and SRP entered into the Agreement for Additional Southern California Edison Connections (SCE Connections Agreement) to the Eldorado 500 kV Switchyard to interconnect the 5 AA Bank to the Eldorado 500 kV Switchyard and remove the temporary jumpers between the SCE-owned 220 kV Switchyard and the Eldorado 220 kV Switchyard, rate schedule 495, effective August 7, 2015, which the Parties agree will be replaced by this Agreement.
- 2.6. As of July 1, 2016, SRP's ownership interest in the Eldorado System was sold to LADWP pursuant to the Asset Purchase and Sale Agreement, dated July 24, 2015, by and between SRP and LADWP.
- 2.7. The Parties entered into the Amended and Restated Co-Tenancy and Operating Agreement which, among other things provides for the ownership and operation of the Eldorado System and provides for the Connecting Facilities to be part of the Eldorado System.
- 2.8. The Connecting Facilities for the 5AA Bank are described in Exhibit 5A of the Amended and Restated Co-Tenancy and Operating Agreement.
- 2.9. By this Agreement the Parties desire to provide for the operation, maintenance, use, and cost responsibility of the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard within the Eldorado Substation site.

3. SECTION HEADINGS AND DEFINITIONS:

Section headings in this Agreement are for convenience only and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Agreement. When initially capitalized in this Agreement, or amendments hereto, the following words or phrases, whether in the singular or plural, shall have the meanings specified:

- 3.1. 5AA Bank - the SCE-Owned Eldorado 500/220 kV transformer connecting the Eldorado 500 kV Switchyard to the SCE-owned Eldorado 220 kV Switchyard as shown in Attachment A.
- 3.2. Accounting Practices – Generally accepted accounting principles and practices, in accordance with FERC Accounts applicable to electric utility operations.
- 3.3. Applicable Reliability Standards - A requirement approved by the FERC under section 215 of the Federal Power Act and enforced by WECC and NERC to provide for the reliable operation of the Bulk Power System as such term is defined in the Federal Power Act. The term includes requirements for the operation of the existing Bulk Power System facilities, including cyber security protection, and the design of planned additions or modifications to such facilities to the extent necessary for the reliable operation of the Bulk Power System.
- 3.4. Amended and Restated Eldorado System Co-Tenancy and Operating Agreement (“Amended and Restated Co-Tenancy and Operating Agreement”) - The agreement among the Eldorado Co-Owners providing for the ownership and operation of the Eldorado System, as it may be amended from time to time.
- 3.5. Capital Improvements – Any Units of Property which are added to the 5AA Bank and the SCE-owned 220 kV Switchyard after the In-Service Date; the enlargement or betterment of any Units of Property constituting a part of the 5AA Bank and the SCE-owned 220 kV Switchyard and the replacement of any Units of Property constituting

a part of the 5AA Bank and the SCE-owned 220 kV Switchyard, irrespective of whether such replacement constitutes an enlargement or betterment of that which it replaces, which additions, betterments, enlargements, and replacements in accordance with Accounting Practices would be capitalized and are not included in Operating Work.

- 3.6. Connecting Facilities - The Connecting Facilities for the 5AA Bank as described in Exhibit 5A of the Amended and Restated Co-Tenancy and Operating Agreement and as shown in Attachment A.
- 3.7. Connecting Participant – SCE; its successors and assigns, in its capacity as the Party requesting the additional facilities in the Eldorado Substation.
- 3.8. Eldorado 220 kV Switchyard – The jointly-owned 220 kV switchyard of the Eldorado Substation, as shown in Attachment A, and more particularly described in the Amended and Restated Co-Tenancy and Operating Agreement.
- 3.9. Eldorado 500 kV Switchyard – The jointly-owned 500 kV switchyard of the Eldorado Substation, as shown in Attachment A, and more particularly described in the Amended and Restated Co-Tenancy and Operating Agreement.
- 3.10. Eldorado Substation – The 500/220 kV substation located in Boulder City, Nevada, and more particularly described in the Amended and Restated Co-Tenancy and Operating Agreement.
- 3.11. Eldorado System – The transmission system located in southern Nevada, as defined in the Amended and Restated Co-Tenancy and Operating Agreement.
- 3.12. Engineering and Operating Committee – The committee established pursuant to Section 21 of the Amended and Restated Co-Tenancy and Operating Agreement.

- 3.13. FERC Accounts – The Federal Energy Regulatory Commission’s (FERC) “Uniform System of Accounts Prescribed for Public Utilities and Licensees,” subject to the provisions of the Federal Power Act in effect as of the date of this Agreement, and as such system of accounts may be in effect from time to time. Reference in this Agreement to any specific FERC Account number shall mean the FERC Account number in effect as of the Effective Date of this Agreement or any successor FERC Account.
- 3.14. In-Service Date – The date upon which the 5AA Bank has been successfully tested and energized for service.
- 3.15. NERC – North American Electric Reliability Corporation or its regulatory successor.
- 3.16. Operating Agent – SCE, or its successor, as so appointed under the Amended and Restated Co-Tenancy and Operating Agreement, with such additional rights duties and obligations as explicitly provided in this Agreement.
- 3.17. Operating Work – To the extent and pertaining solely to the 5AA Bank and the SCE-owned 220 kV Switchyard, all engineering, contract preparation, purchasing, repair, supervision, recruitment, training, expediting, inspection, accounting, testing, protection, use, management, retirement, reconstruction, provision of insurance, resolution and settlement of disputes, including without limitation resolution of any alleged compliance violations applicable to the 5AA Bank and the SCE-owned 220 kV Switchyard, operation and maintenance and compliance with Applicable Reliability Standards, applicable laws, standards and regulations associated with the 5AA Bank and the SCE-owned 220 kV Switchyard.
- 3.18. SCE-owned Eldorado 220 kV Switchyard – The SCE-owned 220 kV switchyard located on the Eldorado Substation site and adjacent to the Eldorado 220 kV Switchyard, as shown in Attachment A. The use of

“SCE” in this defined term refers to SCE in its sole capacity as Connecting Participant as distinct from SCE in its capacity as an Eldorado Co-Owner or as Operating Agent.

- 3.19. Units of Property – Units of property as described in FERC’s “List of Units of Property for Use in Connection with Uniform System of Accounts Prescribed for Public Utilities and Licensees” in effect as of the date of this Agreement, and as such list may be amended from time to time.
- 3.20. WECC – the Western Electricity Coordinating Council, in its role as the compliance enforcement authority designated by North American Electric Reliability Corporation or NERC to enforce the Applicable Reliability Standards applicable to Operating Agent as the registered transmission operator and Connecting Participant, as the registered transmission owner of the 5AA Bank and the SCE-owned 220 kV Switchyard.
- 3.21. Willful Action – Willful Action is defined as follows:
 - 3.21.1. Action taken or not taken by a Party at the direction of its directors, members of its governing bodies, officers, or employees having management or administrative responsibility affecting its performance under this Agreement, which action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with intent that injury or damage would result or would probably result therefrom.
 - 3.21.2. Action taken or not taken by a Party at the direction of its directors, members of its governing bodies, officers, or employees having management or administrative responsibility affecting its performance under this Agreement which action has been determined by final arbitration award or final judgment or judicial decree to be a material default under

this Agreement and which occurs or continues beyond the time specified in such arbitration award or judgment or judicial decree for curing such default or, if no time to cure is specified therein, occurs or continues thereafter beyond a reasonable time to cure such default.

3.21.3. Action taken or not taken by a Party at the direction of its directors, members of its governing bodies, officers, or employees having management or administrative responsibility affecting its performance under this Agreement, which action is knowingly or intentionally taken or not taken with the knowledge that such action taken or not taken is a material default under this Agreement.

3.21.4. The phrase "employees having management or administrative responsibility" as used herein means employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling, and supervising such Party's performance under this Agreement; provided, however, that with respect to employees of Operating Agent, such phrase shall refer only to (i) the senior employee of Operating Agent who is responsible for Operating Work or Capital Improvements and (ii) anyone in the organizational structure of Operating Agent between such senior employee and an officer.

4. EFFECTIVE DATE AND TERMINATION:

This Agreement shall be effective upon the effective date of the Amended and Restated Co-Tenancy and Operating Agreement subject to the execution of the Agreement by all of the Parties and acceptance of the Agreement by FERC, and shall terminate concurrently with the termination of the Amended and Restated Co-Tenancy and Operating Agreement, unless terminated earlier by written

agreement of the Parties. The Parties agree that upon the effective date, this Agreement will replace the SCE Connections Agreement.

5. RIGHT TO OCCUPY AND ACCESS RIGHTS:

The Eldorado Co-Owners hereby grant to Connecting Participant: (i) the right to occupy the real property within the Eldorado Substation as may be required for the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard and (ii) the right to use space for control and monitoring equipment, both inside and outside of the control house, as may be necessary to provide proper control and communication.

6. OWNERSHIP:

- 6.1. The 5AA Bank, the SCE-owned Eldorado 220 kV Switchyard, and any Capital Improvements, shall be owned by and remain the sole property of Connecting Participant. Connecting Participant shall have no additional interest in the real property, as specified in the Bureau of Land Management right-of-way grant for the Eldorado Substation, occupied by Connecting Participant except for its use as provided for herein and during the term of this Agreement.
- 6.2. The 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard and any Capital Improvements shall not be part of the Eldorado System.
- 6.3. The Eldorado System and any capital improvements thereto, shall continue to be owned by and remain the property of the Eldorado Co-Owners.
- 6.4. The division of ownership of facilities between Connecting Participant and the Eldorado Co-Owners as provided in this Agreement shall not be construed in any way to limit the respective rights of the Eldorado Co-Owners in their sole discretion to operate, maintain, expand, sell, or otherwise dispose of the Eldorado System as may be deemed necessary or appropriate.

7. OPERATING AGENT:

- 7.1. Connecting Participant hereby appoints Operating Agent as its agent for the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard for the purposes of performing Operating Work and the making of Capital Improvements, including the design and construction thereof, in accordance with the terms and conditions of this Agreement.
- 7.2. Operating Agent, in performing Operating Work and in making Capital Improvements, shall comply with all Applicable Reliability Standards.

8. USE OF ELDORADO SYSTEM FACILITIES:

The Eldorado Co-Owners agree to permit Connecting Participant the non-exclusive right to use and benefit from the Eldorado System. Co-Owners shall not charge the Connecting Participant for the use of the Eldorado Substation property occupied by the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard.

9. COST RESPONSIBILITY:

- 9.1 The Connecting Participant shall be financially responsible for all costs and expenses associated with the installation, use, and maintenance of the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard, without limitation, as may be required to ensure, at any time, that no Eldorado Co-Owner shall incur any loss or diminishment of use, or restriction of any kind in such Eldorado Co-Owner's use of the Eldorado Substation pursuant to the Amended and Restated Co-Tenancy and Operating Agreement. Nothing in this Agreement modifies Connecting Participant's obligation to bear its pro rata share of the costs for capital additions and operating work associated with the Eldorado System as set forth in the Amended and Restated Co-Tenancy and Operating Agreement.
- 9.2. Connecting Participant shall be responsible for one hundred percent (100%) of the costs of Operating Work.
- 9.3. Connecting Participant shall be responsible for one hundred percent (100%) of the costs of Capital Improvements, including the design and construction thereof.

10. OPERATING PRINCIPLES:

- 10.1. Capacity in the Eldorado 500 kV Switchyard shall be allocated in accordance with the Amended and Restated Co-Tenancy and Operating Agreement.
- 10.2. Operating Agent shall coordinate with any affected entity any scheduled outage of facilities required for maintenance of and for Capital Improvements to the 5AA Bank, or the SCE-owned Eldorado 220 kV Switchyard consistent with the Amended and Restated Co-Tenancy and Operating Agreement and this Agreement.
- 10.3. Connecting Participant shall install, use, and maintain the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard in accordance with Applicable Reliability Standards. Connecting Participant shall solely bear the full costs for any modifications to the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard.
- 10.4. The Connecting Participant shall operate and maintain the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard, without limitation, as may be required to ensure, at any time, that no Eldorado Co-Owner shall incur any loss or diminishment of use, or restriction of any kind in such Eldorado Co-Owner's use of the Eldorado Substation pursuant to the Amended and Restated Co-Tenancy and Operating Agreement.

11. ENGINEERING AND OPERATING COMMITTEE:

- 11.1. The Engineering and Operating Committee shall:
 - 11.1.1. Act as liaison among the Parties hereto in matters relating to the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard.
 - 11.1.2. Have no authority to modify any of the provisions of this Agreement.
- 11.2. Connecting Participant shall, in a timely manner, provide Operating Agent with all applicable information relating to all interconnection requests, interconnection study plans, study results, and mitigation plans for any proposed interconnection of additional transmission

and/or generating facilities to the SCE-owned Eldorado 220 kV Switchyard. Operating Agent shall then promptly provide all such information to the Engineering and Operating Committee.

12. OTHER AGREEMENTS:

Except as set forth herein, should a conflict affecting the Eldorado Co-Owners or Operating Agent arise out of an inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Amended and Restated Co-Tenancy and Operating Agreement, the terms and conditions of the Amended and Restated Co-Tenancy and Operating Agreement shall govern.

13. TAXES:

13.1. Connecting Participant shall use its best efforts to have any taxing authority imposing any property taxes or other taxes (excluding any sales or use taxes) or assessments on the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard, impose such taxes or assessments directly upon Connecting Participant.

13.2. All taxes and assessments levied against any Party shall be the sole responsibility of the Party upon whom said taxes and assessments are levied, unless such taxes and assessments are levied directly upon an individual Party on behalf of any or all of the other Parties.

13.3. Any Party exempted from any taxes assessed against any or all of the other Parties shall be given credit for such exemption by Operating Agent.

14. LIABILITY:

14.1. The Connecting Participant shall at all times indemnify, defend and hold the Eldorado Co-Owners harmless for, from and against any claim of damage to the Eldorado Substation arising out of or resulting from the 5AA Bank and the SCE-owned Eldorado 220 kV Switchyard, except to the extent of any loss, damage, claim, cost, charge, expense, payment, penalty or fee covered by valid and collectible insurance and

except in cases of Willful Action by the Co-Owners or Operating Agent, in the event Operating Agent is not SCE. Notwithstanding the foregoing, in no event shall Connecting Participant be liable under this Section 14.1 for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, costs of replacement power, cost of temporary equipment or services, whether any such cost or loss is based in whole or in part in contract, in tort, including negligence, strict liability, Willful Action, or any other theory of liability.

14.2. Insurance. The provisions of this Section 14 shall not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

15. UNCONTROLLABLE FORCES:

15.1. No Party shall be considered to be in default in the performance of its obligations hereunder (other than obligations of said Party to make payment of bills rendered hereunder) when a failure of performance shall be due to an Uncontrollable Force. The term "Uncontrollable Force" means any cause beyond the reasonable control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and 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 of its obligations hereunder by reason of an Uncontrollable Force shall give prompt

written notice of such fact to the other Parties and shall exercise due diligence to remove such inability with all reasonable dispatch.

15.2. Economic hardship shall not be an Uncontrollable Force.

16. RELATIONSHIP OF THE PARTIES:

The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing herein contained shall ever be construed to create an association, joint venture, trust, or partnership, or to impose an association, joint venture, trust, or partnership covenant, obligation or liability on or with regard to any one or more of the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as herein provided. No Party or group of Parties shall be under the control of or shall be deemed to control any other Party or the Parties as a group. No Party shall be the agent of or have a right or power to bind any other Party without its express written consent, except as expressly provided in this Agreement.

17. SUCCESSORS AND ASSIGNS:

17.1. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

17.2. Any successor or assignee shall notify the remaining Parties of such succession or assignment in accordance with Section 21.

17.3. No assignment or transfer of interest hereunder shall relieve the assigning or transferring Party from full liability and financial responsibility for performance, after any such assignment or transfer, of all obligations and duties incurred, under the terms and conditions of this Agreement, by such Party prior to such assignment or transfer unless and until the assignee or transferee shall agree in writing with all the remaining Parties to assume all obligations and duties imposed under the terms and conditions of this Agreement, upon the assigning or transferring Party after such assignment or transfer.

18. NONDEDICATION OF FACILITIES:

The Parties do not intend to dedicate, and nothing in this Agreement shall be construed as constituting a dedication by any Party of its properties or facilities, or any part thereof, to any other Party or to the customers of any Party.

19. GOVERNING LAW AND VENUE:

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of Nevada. Any action at law or judicial proceeding instituted by any Party relating to this Agreement shall be instituted only in the state or federal courts of the State of Nevada or in state or federal court within the territory of the Federal District Court for the Southern District of California.

20. NOTICES:

- 20.1. Except as set forth in Section 20.2, any legal notice or communication required by this Agreement shall be in writing, and shall be deemed properly served, given, or made, (i) if delivered in person or by electronic mail, or (ii) five (5) days after deposit in the mail if sent by registered or certified mail, postage prepaid, to the persons and addresses set forth in Attachment C attached hereto.
- 20.2. Communications of a routine nature involving requests for funds and related matters shall be given in such manner as the representatives to the Engineering and Operating Committee shall arrange.
- 20.3. Any Party may, at any time, by written notice to all other Parties, designate different or additional persons or different addresses for the giving of notices hereunder. Within thirty (30) days of any such change, Operating Agent shall provide each Party with a revised Attachment B. Such revised attachment shall not require approval by the Engineering and Operating Committee and shall not be considered an amendment to this Agreement requiring signature by each Party.

21. GENERAL PROVISIONS:

- 21.1. In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant, or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect.
- 21.2. Except as otherwise specifically provided in this Agreement, the Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty, covenant, obligation, or undertaking established therein.
- 21.3. Any waiver at any time by any Party of its rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter whether of a similar or different nature.
- 21.4. This Agreement shall be modified only through written agreement signed by each Party

22. ATTACHMENT REVISIONS:

- 22.1. Attachment A, ELDORADO SUBSTATION ONE LINE DIAGRAM shall be revised as appropriate by Operating Agent upon any change in the configuration of the Eldorado Substation. Revisions to Attachment A in accordance with this Section 22 shall not require execution of an amendment to the Agreement or an amended and restated agreement and the Operating Agent will file the revised Attachment A with FERC to reflect changes to the rate schedule.
- 22.2. Operating Agent shall submit each revised attachment to the Engineering and Operating Committee for its review and approval. Approval of such revised attachment shall not be unreasonably withheld. Within thirty (30) days after approval, Operating Agent shall distribute a copy of each approved attachment to each Eldorado Co-Owner.

22.3. The effective date of a revised attachment shall be the effective in-service date of the new facility or the effective removal date of an existing facility, unless otherwise agreed by the Eldorado Co-Owners.

23. EXECUTION BY COUNTERPARTS:

This Agreement may be executed in any number of counterparts, and upon execution by all Parties, each executed counterpart shall have the same force and effect as an original instrument and as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart hereof without impairing the legal effect of any signature thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

(SIGNATURES APPEAR ON NEXT PAGE)

24. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

NEVADA POWER COMPANY (d/b/a NV Energy)

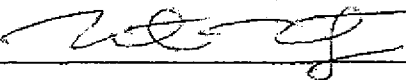
By 

Name PAM CAVDILA

Title PRESIDENT ISO

Date Signed 9/1/16

SOUTHERN CALIFORNIA EDISON COMPANY

By 

Name Nestor Martinez

Title Vice President

Date Signed August 24, 2016

24. SIGNATURE CLAUSE:

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign.

NEVADA POWER COMPANY (d/b/a NV Energy)

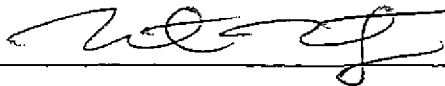
By _____

Name _____

Title _____

Date Signed _____

SOUTHERN CALIFORNIA EDISON COMPANY

By  _____

Name Nestor Martinez

Title Vice President

Date Signed August 24, 2016

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

By _____
General Manager

Date Signed _____

and _____
Secretary

Date Signed _____

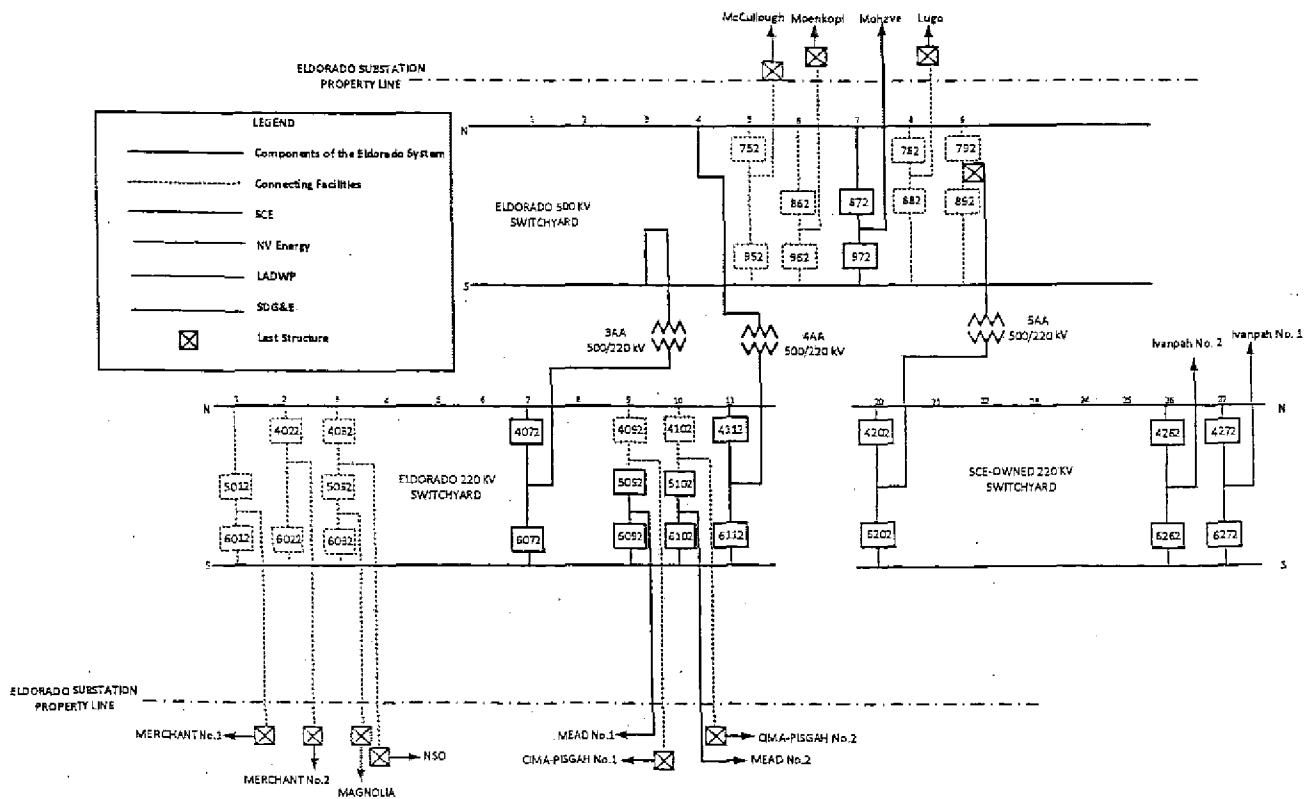
APPROVED AS TO FORM AND LEGALITY
MICHAEL N. FEUER, CITY ATTORNEY

SEP 12 2016
BY *Synda Driscoll*
SYNDA DRISCOLL
DEPUTY CITY ATTORNEY

PROTECTED MATERIAL
CONTAINS CRITICAL ENERGY INFRASTRUCTURE INFORMATION

Attachment A

ELDORADO SUBSTATION OWNERSHIP ONE LINE DIAGRAM



Attachment B

ADDRESSES FOR NOTICES

Department of Water and Power of the City of Los Angeles
c/o Senior Assistant General Manager – Power System

Street address: 111 North Hope Street, Room 921

Los Angeles, CA 90012-2607

Mailing address: Box 51111, Room 921

Los Angeles, CA 90051-5700

Fax: 213 367-0313

E-mail: Michael.Webster@ladwp.com

Nevada Power Company d/b/a NV Energy

c/o Director, Transmission Business Planning

Street address: 6100 Neil Road – M/S S3B40

Reno, NV 89511

Mailing address: P.O. Box 10100 – M/S S3B40

Reno, NV 89520-0024

E-mail: JWickersham3@nvenergy.com

Southern California Edison Company

c/o Manager, Grid Contracts Management

Street address: 2244 Walnut Grove Avenue

Rosemead, California 91770

Mailing address: P.O. Box 800

Rosemead, CA 91770

E-mail: