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ATTACHMENT A

Form Of Service Agreement For Firm Point-To-Point Transmission Service

- 1.0 This Service Agreement No. BP 19-012, dated as of <u>April 24, 2019</u> is entered into, by and between <u>The City of Los Angeles by and through the Department of Water and Power</u> (the Transmission Provider), and <u>Powerex Corp.</u>, a corporation organized and existing under the laws of the province of British Columbia, d/b/a Powerex Energy Corp. in California. ("Transmission Customer").
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a Completed Application No. 88748694 for Firm Point-To-Point Transmission Service under the Tariff.
- 3.0 The Transmission Provider granted the Transmission Customer's request for waiver of the requirement to provide an Application deposit in accordance with the provisions of Section 17.3 of the Tariff. This section does not apply to Short-Term Transmission Agreements.
- 4.0 Service under this agreement shall commence on the later of (l) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 5.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Firm Point-To-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
- Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

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Transmission Provider:

Los Angeles Department of Water and Power

c/o Director of Power System Planning and Development

P.O. Box 51111, Room 921, John Ferraro Building

Los Angeles, California 90051-0100

Transmission Customer:

Powerex Corp.

Attn: Manager, Transmission

1300-666 Burrard Street, Suite 1300

Vancouver, B.C., Canada V6C 2X8

- 7.0 The Tariff is incorporated herein and made a part hereof.
- 8.0 For Long-Term Firm Point-to-Point Service, Transmission Customer has included the two-page form entitled "Specifications For Long-Term Firm Point-To-Point Transmission Service" and such form is made a part of this agreement.
- 9.0 The following provision applies, only if the contract term is two (2) years or more:
 - Automatic renewal option: This TSA will automatically renew for an additional term of two (2) years, unless either Party notifies the other party of the termination of this automatic renewal option on or before the date that is one (1) year prior the last day of the initial term of the TSA, and one (1) year prior to the last day of each subsequent term of the TSA thereafter.
- 10. If applicable (refer to Section 5.2 of the Tariff), Transmission Customer has attached the executed Governmental Use Certificate (refer to Attachment A-2 of the Tariff).

Department of Water and Power of the City of Los Angeles

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IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Tran	smission Provider:			
Ву:	Martin L. Adams	——————————————————————————————————————	Date	,
And:	Susan A. Rodriguez LADWP Board Secretary			٠
	mission Customer:	as to form only	August 6	2019
By:	Tom Bechard	President & CEO	Date	j

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

SYNDI DRISCOLL DEPUTY CITY ATTORNE

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Specifications For Long-Term Firm Point-To-Point Transmission Service

1.0 Term of Transaction: Two (2) Years

Start Date: 00:00 hours Pacific Prevailing Time, January 1, 2020

Termination Date: 00:00 hours Pacific Prevailing Time, January 1, 2022

2.0 Description of capacity and energy to be transmitted by Transmission Provider including the electric Control Area in which the transaction originates.

Four Hundred Ninety Six (496) MW within the Transmission Providers control area.

3.0 Point(s) of Receipt: <u>Nevada-Oregon Border on the Pacific Intertie (DC)</u>

Transmission Line (NERC POR: NOB)

Delivering Party: Powerex Corp.

- 4.0 Point(s) of Delivery: <u>Sylmar Switching Station (NERC POD: SYLMAR)</u>
 Receiving Party: Powerex Corp.
- 5.0 Maximum amount of capacity and energy to be transmitted (Reserved Capacity): Four Hundred Ninety Six (496) MW
- 6.0 Designation of party(ies) subject to reciprocal service obligation: None
- 7.0 Name(s) of any intervening systems providing transmission service: None

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- 8.1 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the Tariff.)
 - 8.2 Transmission Charge: Schedule 7 Tariff Rate per the current LADWP OATT in effect which gets updated from time to time.
 - 8.3 System Impact and/or Facilities Study Charge(s): Not Applicable
 - 8.4 Direct Assignment Facilities Charge: None
 - 8.5 Ancillary Services Charges: See list of services below.

 Pricing for each service is listed in Transmission Provider's current Tariff in effect, which may be updated from time to time. Transmission Customer shall purchase Schedule 1 and Schedule 2 from the Transmission Provider. Transmission Customer shall be charged for Schedule 12. If Transmission Customer plans to self-supply or third-party supply (where applicable), Transmission Customer must demonstrate to the Transmission Provider that it has ownership and control over resources that are capable of providing ancillary services in accordance with the Transmission Provider's current Tariff in effect, which may be amended from time to time. The Transmission Customer will be billed for all applicable schedules listed below.

	Description	
Schedule 1	Scheduling, System Control and Dispatch Service	
Schedule 2	Reactive Supply and Voltage Control from Generation or Other Sources Service	
Schedule 3	Regulation and Frequency Response Service	
Schedule 4	Energy Imbalance Service	
Schedule 5	Operating Reserve - Spinning Reserve Service	
Schedule 6	Operating Reserve - Supplemental Reserve Service	
Schedule 9	Generator Imbalance Service	
Schedule 10	Generator Regulation & Frequency Response Service	
Schedule 12	Real Power Losses	