
**CALIFORNIA INDEPENDENT SYSTEM
OPERATOR**

AND

[RPTO]

**RESPONSIBLE PARTICIPATING
TRANSMISSION OWNER AGREEMENT**

Responsible Participating Transmission Owner Agreement

THIS AGREEMENT is dated this ____ day of _____, _____ and is entered into, by and between:

(1) **[Full legal name]** having its registered and principal place of business located at **[address]** (the “Responsible PTO”);

and

(2) **California Independent System Operator Corporation**, a California nonprofit public benefit Corporation having a principal executive office located at such place in the State of California as the ISO Governing Board may from time to time designate, initially 151 Blue Ravine Road, Folsom, California 95630 (the “ISO”).

The Responsible PTO and the ISO are hereinafter referred to as the “Parties”.

Whereas:

- A.** The Existing Contracts between the Responsible PTO and the Existing Rightholders (defined below in Section 1.2) have been in place prior to the ISO Operations Date and the operating arrangements included in the Existing Contracts have proven to be consistent with reliable Control Area operation.
- B.** The Responsible PTO as the party providing transmission service under the Existing Contracts listed in Appendix A will act in the role of Scheduling Coordinator on behalf of the Existing Rightholders.
- C.** The Responsible PTO may have provided Control Area and related reliability service under Existing Contracts on behalf of Existing Rightholders.
- D.** All terms and conditions of the Existing Contracts will continue to be honored by the Responsible PTO as contemplated by the ISO Tariff, Sections 2.4.3 and 2.4.4.
- E.** The purpose of this Agreement is to enable the Parties to implement Sections 2.4.3 and 2.4.4 of the ISO Tariff and the Protocols of the ISO Tariff as they relate to those Existing Contracts for which the Responsible PTO will act as Scheduling Coordinator and which are identified in Appendix A and to describe the details of the way in which the

Responsible PTO will operate under the ISO Tariff and SC Agreement so as to enable it to honor such Existing Contracts as contemplated by Sections 2.4.3 and 2.4.4 of the ISO Tariff.

- F. Pursuant to Section 2.4.4.4.5 of the ISO Tariff, the Existing Rightholders shall continue to pay for Transmission Losses or Ancillary Services requirements in accordance with the terms of the Existing Contracts.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, **THE PARTIES AGREE** as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

- 1.1 Master Definitions Supplement.** Unless defined in Section 1.2 of this Agreement, all terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the ISO Tariff.
- 1.2 Special Definitions.** In this Agreement the following terms used in this Agreement are defined as set out below:
- “Existing Contracts”** means the contracts listed in Appendix A which grant transmission service rights in existence on the ISO Operations Date (including any contracts entered into pursuant to such contracts) as may be amended in accordance with their terms or by agreement between the parties thereto from time to time.
- “Existing Rightholder”** means the holder of Existing Rights and/or Non-Converted Rights under Existing Contracts with the Responsible PTO as listed in Appendix A.
- “Responsible Participating Transmission Owner (Responsible PTO)”** means the party providing transmission service under the Existing Contracts listed in Appendix A and which is the Scheduling Coordinator for each Existing Rightholder listed in Appendix A.
- 1.3 Rules of Interpretation.** The following rules of interpretation and conventions shall apply to this Agreement:
- (a) (i) as for inconsistencies between this Agreement, and either: (A) the SC Agreement, or (B) any other agreement to which the ISO and a Responsible PTO are parties that affects the Responsible PTO in its capacity as such, this Agreement will prevail to the extent of the inconsistency; and

- (ii) as for inconsistencies between this Agreement and the ISO Tariff, the ISO Tariff will prevail to the extent of the inconsistency except as expressly provided otherwise in this Agreement;
- (b) the singular shall include the plural and vice versa;
- (c) the masculine shall include the feminine and neutral and vice versa;
- (d) “includes” or “including” shall mean “including without limitation”;
- (e) references to a Section, Article or Appendix shall mean a Section, an Article or an Appendix of this Agreement, as the case may be, unless the context otherwise requires;
- (f) a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
- (g) unless the context otherwise requires, references to any law shall be deemed references to such law as it may be amended, replaced or restated from time to time;
- (h) unless the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or other entity, in each case whether or not having separate legal personality;
- (i) unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns;
- (j) any reference to a day, week, month or year is to a calendar day, week, month or year; and
- (k) the captions and headings in this Agreement are inserted solely to facilitate reference and shall have no bearing upon the interpretation of any of the terms and conditions of this Agreement.

ARTICLE II HONORING OF EXISTING CONTRACTS

2.1 Honoring of Existing Contracts. The ISO will enable Existing Rightholders represented by the Responsible PTO to exercise their rights under Existing Contracts as contemplated by Sections 2.4.3 and 2.4.4 of the ISO Tariff notwithstanding any inconsistency with the other provisions of the ISO Tariff and the SC Agreement. The Responsible PTO will not amend the Existing Contract in any way that may affect the ISO in its operation of the ISO Controlled Grid without first consulting the ISO as Control Area operator. The Parties will use reasonable efforts to ensure

that, to the extent possible, the honoring of Existing Contracts does not (a) adversely affect the safe and reliable operation of the ISO Controlled Grid or (b) degrade ISO Control Area performance as measured with respect to the WSCC criteria and NERC performance standards.

2.2 Inconsistencies Between Existing Contracts and the ISO Tariff and SC Agreement.

2.2.1 Existence of Inconsistencies. The Parties recognize that the terms of the Existing Contracts, the ISO Tariff and the SC Agreement may be inconsistent to varying degrees, as a result of which the Responsible PTO may be unable to require Existing Rightholders to vary their operations, install facilities, make other arrangements or take actions which will enable the Responsible PTO to meet all of the requirements specified for a Scheduling Coordinator under the ISO Tariff or the applicable SC Agreement.

2.2.2 Variances Permitted in Certain Instances. After receiving a request from a Responsible PTO in accordance with Section 2.2.3 of this Agreement, the ISO will, to the extent necessary with respect to Section 2.1 of this Agreement, and as contemplated by Sections 2.4.3 and 2.4.4 of the ISO Tariff, permit variances from the provisions of the ISO Tariff and the applicable SC Agreement, so as to allow the Responsible PTO to act as the Scheduling Coordinator for Existing Rightholders without putting the ISO or the Responsible PTO in breach of any Existing Contract, the ISO Tariff or the applicable SC Agreement. This provision shall not apply to the applicability of the Grid Management Charge or to the Ancillary Services provisions set forth in this Agreement.

2.2.3 Notice of Inconsistency. The Parties agree that, if the Responsible PTO requests a variance as contemplated in Section 2.2.2 of this Agreement, it will provide the ISO with as much notice as is reasonably possible, along with the rationale for the requested variance.

2.2.4 Procedure to be Followed in the Event of a Dispute. The Parties agree further that, if the Responsible PTO requests a variance as contemplated by Section 2.2.2 of this Agreement, and if the ISO disagrees, then subsequent Schedules submitted by the Responsible PTO, which reflect the requested variance, will be accepted by the ISO, notwithstanding that the ISO has not agreed to the proposed variance, until such time as the dispute between the Parties has been resolved pursuant to Section 11.1 of this Agreement.

2.3 Responsible PTO as Scheduling Coordinator for Existing Rightholders. The Responsible PTO will be the Scheduling Coordinator for the Existing Rightholders listed in Appendix A, notwithstanding

anything to the contrary in the ISO Tariff or the SC Agreement, unless and until the Responsible PTO provides written notice to the ISO amending Appendix A in accordance with Section 2.6 of this Agreement; provided that the Responsible PTO must also ensure that the information required in accordance with the Scheduling Coordinator Application Protocol of the ISO Tariff is provided and accurately reflects the amendments to Appendix A. An Existing Rightholder may designate a different Scheduling Coordinator with the agreement of the Responsible PTO, which agreement shall not be unreasonably withheld. In the case of a deletion of an Existing Rightholder from Appendix A, the Responsible PTO need only provide the notice required by Section 2.6 of this Agreement.

- 2.4 Scheduling Coordinators.** The Responsible PTO shall, subject to the mutual agreement of the Existing Rightholder, which agreement shall not be unreasonably withheld, at any time be entitled to appoint another Scheduling Coordinator to be the Scheduling Coordinator for any of the Existing Rightholders, provided that the Responsible PTO provides written notice to the ISO of the name and address of the appointed Scheduling Coordinator(s) at least thirty (30) days before the appointment takes effect. Commencing upon and for the duration of such appointment, the ISO will deem the appointed party to be entitled to any and all rights currently enjoyed by the Responsible PTO provided that the Responsible PTO shall ensure that the appointed party agrees to be bound by, and to the extent of, the obligations applicable herein upon the Responsible PTO.
- 2.5 The Responsible PTO to Enforce Existing Contracts.** The Responsible PTO will endeavor diligently to have Existing Rightholders perform their obligations under Existing Contracts and act in such manner as may be necessary to facilitate the safe and reliable operation of the ISO Controlled Grid in accordance with the ISO Tariff.
- 2.6 Amendments of Appendix A.** The Responsible PTO shall revise Appendix A from time to time promptly to reflect any change. Notice of any change will be given at least twenty (20) days before the change is to become effective.
- 2.7 Accounting for Ancillary Services & Transmission Losses.** The Parties recognize that the Responsible PTO will need to apply to the FERC for the recovery in Transmission rates, as of the ISO Operations Date, its debits and credits to the Transmission Revenue Balancing Account (TRBA) with respect to any shortfalls or surpluses referenced in Sections 3.3 and 4.1 of this Agreement. The ISO agrees to provide supporting documentation for such an application by the Responsible

PTO. The Parties agree that, if such recovery or application is denied by the FERC, or if the FERC subsequently disallows all or any part of this recovery, and if the Parties thereafter disagree as to the nature and extent of any amendments thereby required to Section 3.3 and Article IV of this Agreement, or the responsibility of either Party for all or any part of the amount of the recovery that is disallowed, then the dispute shall be resolved pursuant to Section 11.1 of this Agreement. In resolving such disputes, the disputing Parties and any mediator or arbitrator shall endeavor to achieve a resolution consistent with the principles expressed in Section 2.4.3.1 of the ISO Tariff.

ARTICLE III SCHEDULING REQUIREMENTS

3.1 Balanced Schedules. A Schedule submitted to the ISO by the Responsible PTO on behalf of the Existing Rightholders will include but not be limited to the following parts:

- (a) aggregate Demand on the ISO Controlled Grid of all Existing Rightholders listed in Appendix A, by Demand Zone, load group, or load bus;
- (b) individual Generation schedules for Generating Units directly connected to the ISO Controlled Grid;
- (c) individual schedules of imports and exports from other Control Areas (including Energy and Reserve obligations);
- (d) individual schedules of Wheeling Through and Wheeling Out the ISO Controlled Grid with entities not listed in Appendix A;
- (e) Inter-Scheduling Coordinator Trades; and
- (f) net generation at Existing Rightholders' interconnections with the ISO Controlled Grid (to the extent necessary and applicable).

A submitted Schedule will be a Balanced Schedule for the purpose of Section 2.2.7.2 of the ISO Tariff as both Parties recognize that the ISO scheduling system is limited in its capability and can receive, validate, and process only Balanced Schedules. Schedules and Schedule adjustments relating to Existing Contracts submitted after the ISO's deadline for receiving Schedules for the Hour-Ahead Market will be accepted by telephone and implemented manually and need not, therefore, be balanced adjustments of Day-Ahead or Hour-Ahead Schedules. The Responsible PTO shall also provide the ISO with all individual schedules between the Existing Rightholders listed in Appendix A to the extent such information is available to the Responsible PTO under the Existing Contracts; provided that the Parties shall agree on the

- timeline for such submittal of information, its format and the mechanism for communication. Such information provided by the Responsible PTO to the ISO shall be maintained by the ISO in accordance with Section 20.3 of the ISO Tariff.
- 3.2 Scheduling Timelines.** The scheduling procedures and timelines for certain Existing Contracts, as specified in the Instructions (as defined in the Schedules and Bids Protocol of the ISO Tariff) provided to the ISO by the Responsible PTO, may not be consistent with the ISO Day-Ahead and Hour-Ahead scheduling timelines. Therefore the Parties agree to establish mutually agreeable scheduling timelines for the Responsible PTO to submit a Balanced Schedule on behalf of the Existing Rightholders, consistent with the Responsible PTO's abilities to do so without violating any of the Existing Contracts.
- 3.3 Generation Meter Multipliers.** The ISO will use its Generation Meter Multipliers (GMMs) to validate Balanced Schedules. In accordance with ISO Tariff Section 2.4.4.4.5, the ISO will provide the Responsible PTO with details of its Transmission Loss calculations so that the Responsible PTO may, in its judgment, determine whether the GMMs result in any shortfalls or surpluses in requirements under the Existing Contracts. With respect to the ISO's Day-Ahead or Hour-Ahead scheduling process, the Responsible PTO will be entitled to submit schedules to the ISO for the Energy required to make up Transmission Losses owed to another party pursuant to an Existing Contract. After the ISO's deadline for receiving Preferred Hour-Ahead Schedules, the Responsible PTO will also be entitled to modify or vary from, to the extent allowed by the Existing Contract, its Schedule, utilizing transmission capacity that was reserved under an Existing Contract, such that Transmission Losses are effectively purchased from or sold to the ISO as Imbalance Energy. In the event that a Responsible PTO is unable, with respect to concurrent losses under an Existing Contract, to comply with this Section 3.3, the Parties will conduct themselves in accordance with Section 2.2 of this Agreement.
- 3.4 Reserve Schedules.** The Responsible PTO will provide the ISO with each Existing Rightholder's reserve schedules on a System Unit basis, as described in Section 4.3.
- 3.5 Data Requirements.** The Responsible PTO, as Scheduling Coordinator representing the Existing Rightholders, will be entitled to submit Schedules to the ISO on the basis referred to in Sections 3.1-3.4 provided that the Responsible PTO shall ensure that the Scheduling-related information specified in Appendix B, if not already submitted by the Responsible PTO as Scheduling Coordinator in accordance with the SC Agreement and the Scheduling Coordinator Application Protocol of the ISO Tariff, is provided to the ISO. The Responsible PTO shall ensure

that this information is provided, at such time and in such format as the ISO may reasonably require, and will notify the ISO of any changes to such data on a timely basis, provided that the ISO cannot request data which need not be supplied to the Responsible PTO under the terms of the Existing Contract, unless such Existing Rightholder agrees to give such data to the ISO.

ARTICLE IV ANCILLARY SERVICES

- 4.1 Rights of Responsible PTO relating to Ancillary Services.** The Responsible PTO may self-provide or purchase, from the ISO, its share of Ancillary Services. In accordance with ISO Tariff Section 2.4.4.4.5, the ISO will provide the Responsible PTO with details of its Ancillary Services calculations so that the Responsible PTO may, in its judgment, determine whether the Ancillary Services result in any shortfalls or surpluses in requirements under the Existing Contracts.
- 4.2 Self-Provided Ancillary Services.** Self-provision of Ancillary Services for Existing Rightholders pursuant to Existing Contracts shall be deemed to satisfy the ISO's Ancillary Services standards, as set forth in ISO Tariff Sections 2.5.2.1, 2.5.20 and the related ISO Protocol provisions. The ISO will not procure Ancillary Services for the amount of Ancillary Services self-provided for the Existing Rightholder or charge the Responsible PTO for amounts already self-provided. To the extent the Existing Rightholder does not self-provide Ancillary Services but purchases Ancillary Services from the Responsible PTO, the Responsible PTO will provide the Ancillary Service pursuant to the ISO Tariff.
- 4.3 Existing Rightholders Resources Treated as System Units.** The resources of the Existing Rightholder will be treated as a System Unit as it pertains to self-provision of Ancillary Services to the extent provided in the Existing Contract and shall be deemed for purposes of the ISO Tariff certified by the ISO to that extent. Any testing of these resources will be carried out by the Responsible PTO and/or the Existing Rightholder pursuant to the provisions of the Existing Contracts. The Responsible PTO will not be responsible for any penalties or sanctions resulting from such testing.
- 4.4 ISO Ancillary Services Auction.** The Responsible PTO will be able as an SC to procure Ancillary Services. The Responsible PTO is not obligated by this Agreement to bid into the ISO Ancillary Services auction or bid from the ISO Ancillary Services auction on behalf of an Existing

Rightholder unless required by the Existing Contract or as the parties to the Existing Contract may otherwise agree.

ARTICLE V OUTAGE COORDINATION

- 5.1 Outage Coordination.** The Responsible PTO will coordinate outages with the Existing Rightholder, pursuant to the ISO Tariff, including the provisions of the Outage Coordination Protocol, to the extent feasible and consistent with the provisions of the Existing Contracts.

ARTICLE VI DEMAND FORECASTING

- 6.1 Demand Forecasting.** If the Responsible PTO does not receive weekly Demand forecasts from Existing Rightholders, the Responsible PTO will not be required under the ISO Tariff's Demand Forecasting Protocol to submit weekly peak demand forecasts in relation to the Demand of Existing Rightholders. However, the Responsible PTO will submit such Demand forecasts as the Existing Contract allows the Responsible PTO to obtain.

ARTICLE VII METERING AND SETTLEMENTS

- 7.1 Metering.** The Responsible PTO will not be required to enter into a Scheduling Coordinator Meter Service Agreement with the ISO in respect of its Existing Rightholders. The existing revenue quality meters used in the settlements process between the Responsible PTO and the Existing Rightholders will be the source of Meter Data for Imbalance Energy Settlements between the Responsible PTO and the ISO, and shall be the subject of an exemption pursuant to Section 13.2(d) of the Metering Protocol of the ISO Tariff. All certification and testing of these meters will be performed by the Responsible PTO and/or the Existing Rightholder pursuant to the provisions of the Existing Contracts.
- 7.2 Settlement-Ready Meter Data.** The Responsible PTO will retrieve or obtain the Existing Rightholders' Meter Data and provide to the ISO the Settlement and metering-related information specified in Appendix B in the ISO Meter Data exchange format. The Meter Data will already have gone through a validation, editing and estimating process, and the Responsible PTO will provide the ISO with information regarding the

methods used in that process. The Responsible PTO will work with the Existing Rightholders and the ISO to agree upon a mutually acceptable process of providing the data to the ISO consistent with the timing requirements of the ISO Settlement process, while recognizing the terms of the Existing Contract.

- 7.3 Calculation of Imbalance Energy.** The ISO will include all real-time Schedule changes in the determination of the Final Schedules used in the calculation of the Responsible PTO's Imbalance Energy. Until such time as the ISO scheduling and settlements systems are modified to manage the process electronically, the Responsible PTO will keep an audit log of the real-time Schedule changes that resulted in such Imbalance Energy adjustments, and will make the audit log available to the ISO as necessary. The Responsible PTO will provide the ISO with an electronic file of Imbalance Energy adjustments in a format and timeline mutually agreed to by the Parties.

ARTICLE VIII GRID MANAGEMENT CHARGE

- 8.1 Grid Management Charge.** The Responsible PTO, as the SC for an Existing Rightholder, will be billed by the ISO for the Grid Management Charge in accordance with the ISO Tariff.

ARTICLE IX SC APPLICATION AND SC APPLICATION PROTOCOL OF THE ISO TARIFF

- 9.1 No Obligation for Contracts.** Section 2.6.2 of the Scheduling Coordinator Application Protocol of the ISO Tariff and Section V of the Scheduling Coordinator Application will not apply to the Responsible PTO because the Responsible PTO has no right under Existing Contracts to require that Existing Rightholders grant agency authority to the Responsible PTO or execute agreements with the ISO. These agreements include, but are not limited to:
- (a) Participating Generator Agreements;
 - (b) UDC Operating Agreements;
 - (c) ISO Meter Service Agreements; and
 - (d) Existing Operating Agreements.

- 9.2 Providing New Information.** Section VI of the Scheduling Coordinator Application will not apply to the Responsible PTO because the Responsible PTO has no right under the Existing Contracts to require more information than is required under those contracts. The Responsible PTO will provide the ISO with any changes regarding the information provided by it referred to in the Scheduling Coordinator Application Protocol of the ISO Tariff and the Scheduling Coordinator Application within three (3) business days from the day the Responsible PTO is notified of such changes by the Existing Rightholders.

ARTICLE X TERM AND TERMINATION

- 10.1 Effective Date.** This Agreement shall be binding upon the Parties as of _____, _____, and will come into effect as of the date the Agreement is accepted for filing and made effective by FERC.
- 10.2 Termination by Notice.** Subject to Section 10.4 of this Agreement, this Agreement shall remain in full force and effect until such time as the Responsible PTO notifies the ISO in writing that it wishes to terminate this Agreement or until the date on which the last of the Existing Contracts expires and notice thereof is given by the Responsible PTO to the ISO, whichever is the sooner.
- 10.3 Termination for Default.** Subject to Section 10.4 of this Agreement, either Party (the terminating Party) may terminate this Agreement by giving written notice in the event that the other Party (the defaulting Party) commits any default under this Agreement, or, with respect to the honoring of Existing Contracts, the ISO Tariff and/or the SC Agreement which, if capable of being remedied, is not remedied within thirty (30) days after the terminating Party has given the defaulting Party written notice of the default, unless excused by reason of Uncontrollable Forces under Article XIV of this Agreement.
- 10.4 FERC Acceptance.** With respect to any notice of termination given pursuant to this Article X, the ISO must file a timely notice of termination with FERC. The filing of the notice of termination by the ISO will be considered timely if: (1) the request to file a notice of termination is made after the preconditions for termination have been met, and (2) the ISO files the notice of termination within 30 days of receipt of such request. This Agreement shall terminate upon acceptance by FERC of such a notice of termination.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the ISO ADR Procedures in accordance with Section 13 of the ISO Tariff, which is incorporated by reference except that all references in Section 13 of the ISO Tariff to Market Participants shall be read as a reference to the Responsible PTO and references to the ISO Tariff shall be read as references to this Agreement.

ARTICLE XII REPRESENTATIONS AND WARRANTIES

12.1 Representation and Warranties. Each Party represents and warrants that its execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate and/or governmental actions and, subject to the execution and delivery by the ISO, this Agreement will be enforceable against the Parties in accordance with its terms.

ARTICLE XIII LIABILITY, EXCLUSIONS AND INDEMNIFICATION

13.1 Liability, Exclusions and Indemnification. The provisions of Section 14 of the ISO Tariff will apply to liability arising under this Agreement except that all references in Section 14 of the ISO Tariff to Market Participants shall be read as references to the Responsible PTO and references to the ISO Tariff shall be read as references to this Agreement.

ARTICLE XIV UNCONTROLLABLE FORCES

14.1 Incorporation of ISO Tariff. Section 15 of the ISO Tariff shall be incorporated in this Agreement by reference except that all references in Section 15 of the ISO Tariff to Market Participants shall be read as a reference to the Responsible PTO and references to the ISO Tariff shall be read as references to this Agreement.

ARTICLE XV MISCELLANEOUS

- 15.1 Assignments.** Either Party may assign its obligations under this Agreement, with the other Party's prior written consent, in accordance with Section 17 of ISO Tariff which is incorporated by reference into this Agreement. Such consent shall not be unreasonably withheld.
- 15.2 Notices.** Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in accordance with Section 20.1 of the ISO Tariff which is incorporated by reference, except that all references in Section 20.1 to Market Participants shall be read as a reference to the Responsible PTO. A Party must update the information relating to its name or address as that information changes in accordance with Section 20.1 of the ISO Tariff. Such changes shall not constitute an amendment to this Agreement.
- 15.3 Waivers.** Any waiver at any time by either Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not be deemed a waiver of such right.
- 15.4 Governing Law and Forum.** This Operating Agreement shall be deemed to be a contract made under and for all purposes shall be governed by and construed in accordance with the laws of the State of California except in its conflict of laws provisions. The Parties irrevocably consent that any legal action or proceeding arising under or in relation to this Operating Agreement, to which the ISO ADR Procedures do not apply, shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 15.5 Severability.** If any term, covenant or condition of this Agreement or the application or effect of any such term, covenant or condition is held invalid as to any person, entity or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be

- relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 15.6 Section Headings:** Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.
- 15.7 Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.
- 15.8 Federal Energy Regulatory Commission Filing.** The ISO shall promptly file this Agreement with FERC as a rate schedule and take all reasonable action necessary to secure the approval by FERC of this Agreement in its entirety and without change. The Responsible PTO shall fully support the Agreement and its acceptance by FERC and shall state the Responsible PTO's concurrence with it.
- 15.9 Amendments.** This Agreement and the Appendices attached hereto may be amended from time to time by the mutual agreement of the Parties in writing. Amendments that require FERC approval shall not take effect until FERC has accepted such amendments for filing and made them effective. If the amendment does not require FERC approval, the amendment will be filed with FERC for information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

California Independent System Operator Corporation

By: _____

Name: _____

Title: _____

Date: _____

[Name of Responsible PTO]

By: _____

Name: _____

Title: _____

Date: _____

Appendix A
Existing Rightholders,
Existing Contracts

Appendix B¹

Scheduling-Related Data	
<p>Generation Data on each Generating Unit, when such data is available to the Responsible PTO (includes individual Generating Units greater than 10 megawatts)</p>	<ul style="list-style-type: none"> (a) Resource identification (name and Location Code) (broken down by Generating Unit) (b) Maximum operating level (MW) (c) Minimum operating level (MW) (d) Normal and Emergency ramp rate (MW/min) (e) MW additional capability synchronized to the system, immediately responsive to system frequency, and available within 10 minutes (f) MVARs available from the Generating Unit (g) Generator terminal voltage (h) Voltage on the high-side of the step-up transformer (i) Real time MW & MVAR readings (j) Other SCADA data
<p>Interface Data, when such data is available to the Responsible PTO</p>	<p>Total Demand scheduled or served by the Existing Rightholder in real time, when available to Responsible PTO</p> <p>Status and analog quantities for all lines and Generating Units that are currently monitored by the Responsible PTO's SCADA</p>
<p>Existing Contracts between the Responsible PTO and each Existing Rightholder</p>	<p>Contract reference number of the associated Instructions (see ISO Schedules and Bids Protocol)</p>

¹ Information will be supplied separately for each Existing Rightholder. The amount of data available for each Existing Rightholder will depend upon the Responsible PTO's rights to obtain such data under the Existing Contracts.

Settlements and Metering-Related Data	
Metering Information	<p>Meter identification number, location, and meter type for all existing meters required for settlements between the ISO and the Responsible PTO as a Scheduling Coordinator representing the Existing Rightholders</p> <p>Revenue quality Meter Data in MW, MWh, MVAR, MVARh, & voltage at all interface points with the ISO Controlled Grid</p> <p>Validation, editing and estimating processes used to make the data settlements-ready</p>