

DRAFT AMENDMENT NO. 1

to the

BIOENERGY MARKET ADJUSTING TARIFF POWER PURCHASE AGREEMENT

between

SOUTHERN CALIFORNIA EDISON COMPANY

and

SANTA BARBARA COUNTY

(RAP ID #1346)

This Amendment No. 1 (“Amendment No. 1”) to the Agreement (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE” or “Buyer”), and Santa Barbara County (“Seller”), a subdivision of the State of California. SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used and not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Agreement.

RECITALS

The Parties enter into this Amendment No. 1 with reference to the following facts:

- A. Buyer and Seller are Parties to that certain Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated as of January 7, 2020 (as amended, supplemented or otherwise modified from time to time, the “Agreement”), which provides for Buyer’s purchase of the Product from Seller’s Facility.
- B. On August 27, 2020, the California Public Utilities Commission issued Decision (“D.”) 20-08-043 revising the BioMAT Program and requiring the utilities to offer amendments to existing projects that are not yet operational to incorporate the BioMAT Program changes approved in D.20-08-043.
- C. The Parties wish to amend the Agreement in accordance with D.20-08-043.

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree as follows:

- 1. The Cover Sheet is deleted in its entirety and replaced with the Cover Sheet attached hereto.
- 2. A new Sections 2.7.1.1 is added to the Agreement as follows:

“2.7.1.1 Buyer will not be obligated to pay Seller for any Product

Southern California Edison

ID #1346, Santa Barbara County

generated or created with fuel that is not from a Fuel Resource Category. If, for any month during the Delivery Term, the Project utilizes fuel that is not from a Fuel Resource Category, then the monthly payment will be reduced by the Reduction for Nonuse of Fuel Resource Category Fuel, as set forth in Section 2.7.3. If, following receipt of the Annual Fuel Attestation Report, Buyer determines that Buyer paid for Product generated or created with fuel not from a Fuel Resource Category, the amounts paid by Buyer for such Product shall be considered an overpayment and shall be returned or deducted by Buyer from subsequent invoices in accordance with Section 2.7.6. If it is determined that there has been an overpayment (a) in the final invoice or (b) in an amount that exceeds the amount due in the final invoice, then such overpayment amount shall be deducted by Buyer from the collateral posted by Seller.”

3. Section 2.7.3 is deleted in its entirety and replaced with the following:

“The monthly payment will equal the sum of: (a) the Monthly TOD Payment minus (b) the Reduction for Nonuse of Fuel Resource Category fuel.

The “Monthly TOD Payment” shall equal the sum of (a) the sum of the monthly TOD Period payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month, minus (c) the Negative LMP Costs. Each TOD Period payment will be calculated pursuant to the following formula, where “n” is the TOD Period being calculated:

$$\text{TOD PERIOD}_n \text{ PAYMENT} = A \times B \times (C - D)$$

Where:

- A = The then Contract Price, in \$/MWh.
- B = The Payment Allocation Factor for the TOD Period being calculated.
- C = The sum of Energy recorded by the meter specified in Section 5.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in MWh.
- D = Any Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 2.7.1.

The Monthly TOD Payment shall be reduced by the proportion of Energy generated for a month that can be attributed to Fuel Use that is not from a Fuel Resource Category (“Reduction for Nonuse of Fuel Resource Category Fuel”). Each monthly Reduction for Nonuse of Fuel Resource Category Fuel shall be calculated as follows:

Southern California Edison

ID #1346, Santa Barbara County

Reduction for Nonuse of Fuel Resource Category Fuel = Monthly TOD
Payment x (E/F)

E = Fuel Use for the month not from a Fuel Resource Category
in MMBTUs as attested to in the Multi-Fuel Report.

F = Total Energy Input for the month in MMBTUs as attested to
in the Multi-Fuel Report.”

4. Section 4.4.1 is amended by adding the following at the end of the last sentence thereof:

“, provided that, Seller shall not be in breach of this Section 4.4.1 if it uses fuel not from a Fuel Resource Category solely for Station Use.”

5. Section 4.4.2 is deleted in its entirety and replaced with the following:

“Seller hereby covenants to Buyer that throughout the Delivery Term, at least eighty percent (80%) of Fuel Use, measured in mmBTU, during each Contract Year shall be from the Fuel Resource Category identified in Section A(i) of the Cover Sheet, and no more than twenty percent (20%) of such Fuel Use shall be from one of the other Fuel Resource Categories; provided, that if Seller has elected to use Category 2 (Dairy) as the Facility’s fuel resource, Seller shall not use any other Fuel Resource Category at the Facility, except for fuel used for Station Use; provided further that all fuel used by the Facility, except for fuel used for Station Use, shall meet the definition of a Fuel Resource Category as defined in this Agreement (the “Fuel Resource Requirements”). Seller shall operate the Facility in compliance with the Fuel Resource Requirements during each Contract Year.”

6. A new Section 4.4.6 is added to the Agreement as follows:

“Seller hereby covenants to deliver (a) no later than April 1st of each Contract Year, a copy of the CEC Annual Facility Report for the Facility to the Buyer for the preceding Contract Year; and (b) copies of any confirmations, notices, requests for information, documentation supporting the CEC Annual Facility Report or any other written communication between the CEC and the Seller relating to the CEC Annual Facility Report (the “Report Communications”), within five (5) days of Seller sending such Report Communications to the CEC or receiving such Report Communications from the CEC.”

7. Section 5.2. is deleted in its entirety and replaced with the following:

“5.2.1 All output from the Project must be delivered through a single CAISO revenue meter located on the high-voltage side of the Project’s final step-up transformer nearest to the Interconnection Point (“High-voltage Side Metering”), and that

Southern California Edison

ID #1346, Santa Barbara County

meter must be dedicated exclusively to the Project. Notwithstanding the foregoing sentence, if the Project does not share transformation with any other generator or load and the CAISO revenue meter can be programmed to apply the Transformer and Line Loss Correction Factors as required under the CAISO Tariff and the Business Practice Manual for Metering, the Project may have all output from the Project delivered through a single CAISO revenue meter located on the low-voltage side of the Project's final step-up transformer nearest to the Interconnection Point ("Low-voltage Side Metering"), and that meter must be dedicated exclusively to the Project. If the CAISO does not permit a revenue meter for the Facility, the Buyer shall specify a Buyer-owned revenue quality meter for the Facility. All Product purchased under this Agreement must be measured by the Project's CAISO revenue meter(s), or the revenue quality meter specified by Buyer, to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project; provided that Buyer shall bear the cost of furnishing any meter that is owned by Buyer

5.2.1.1 Seller shall, in accordance with Section 2.5.5, provide copies to Buyer of the CAISO approval for the Project's Low-voltage Side Metering as a condition precedent to the Commercial Operation Date.

5.2.1.2 For the duration of each Contract Year, the CAISO revenue meter for the Project shall operate in accordance with the Applicable Standards and shall be programmed to properly apply, and shall properly apply, the Transformer and Line Loss Factor in accordance with the Applicable Standards.

5.2.1.3 Seller shall provide to the Buyer, no later than thirty (30) days after the end of each Contract Year (the "Low-voltage Side Metering Attestation Deadline"), an attestation for such Contract Year, in the form provided as Appendix N (the "Low-voltage Side Metering Attestation"), attesting that the CAISO revenue meter has been properly programmed to account for Transformer and Line Loss Correction Factors and certifying to Buyer that the CAISO revenue meter for the Project has complied with the foregoing requirements in Section 5.2.1.2 above for such Contract Year. At Buyer's request, Seller shall provide to Buyer the applicable documentation upon which the Low-voltage Side Metering Attestation is based."

8. A new Section 5.12.8 is added to the Agreement as follows:

"5.12.8 Within ten (10) days of the end of each calendar month of the Delivery Term (the "Multi-Fuel Report Deadline"), Seller shall complete and provide to Buyer Seller's "Fuel Use Standards – Multi-Fuel Monthly Data Reporting Form" in substantially the form of Appendix K-3 ("Multi-Fuel Report") and all supporting documentation reasonably necessary to determine the accuracy and completeness of any Multi-Fuel Report or to permit Buyer to submit to WREGIS accurate fuel split percentages

Southern California Edison

ID #1346, Santa Barbara County

for the Facility. Seller hereby covenants that the information contained in each of its Multi-Fuel Reports shall be true, complete, and correct.

5.12.8.1 Seller shall provide to Buyer within twenty (20) days of Buyer's request, any additional supporting documentation reasonably necessary, in a format acceptable to Buyer, to determine the accuracy and completeness of any Multi-Fuel Report submitted to Buyer at any time within the prior eight months, or to permit Buyer to submit to WREGIS accurate fuel split percentages for the Facility.

5.12.8.2 If, for any month during the Delivery Term, Buyer does not receive the Multi-Fuel Report and supporting documentation by the Monthly Multi-Fuel Report Deadline, the Buyer will not be able to determine the Monthly TOD Payment and shall therefore not be required to issue an invoice showing any payment due to Seller or make any payments to Seller for such month. Upon Buyer's receipt of the Multi-Fuel Report, Buyer shall issue an invoice with the calculation of any payment due to Seller, which shall be paid in the following monthly invoice cycle subject to Section 2.7. For avoidance of doubt, Buyer shall not be required to pay any interest on any amounts that were not paid to Seller due to a Multi-Fuel Report not being received by the Buyer on the Monthly Multi-Fuel Report Deadline.

5.12.8.3 Buyer may reasonably rely on Seller's properly completed and timely submitted Multi-Fuel Report as evidence of Seller's compliance with the Fuel Resource Requirements. However, Buyer shall have the right to audit Seller's records and conduct any on-site visit to confirm Seller's compliance. Seller shall pay all reasonable expenses of Buyer in conducting such audit. Buyer may deduct and offset the costs of conducting such audit from any payment invoice."

9. Section 5.14 is deleted in entirety replaced with the following:

"5.14 Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not re-power or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer's sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the one (1) time increase and annual decreases provided for in Section 2.2 herein), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section (B)(xi) of the Cover Sheet or to whether the Facility will use fuel not from a Fuel Resource Category for Station Use in Section B(xii) of the Cover Sheet and (f) changes that conflict with elections, information or requirements specified elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e), as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller

Southern California Edison

ID #1346, Santa Barbara County

shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

10. Section 11.1 is deleted in its entirety and replaced with the following:

"General. Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production over two (2) consecutive Contract Years during the Delivery Term (including, for purposes of this Section 11, Paid Curtailed Product) ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Delivered Energy, as measured in MWh, equal to the product of (x) and (y), where (x) is: one hundred eighty percent (180%) of the average of the Contract Quantity over the Performance Measurement Period and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Energy Production is described by the following formula:

$$\text{Guaranteed Energy Production} = (180\% * \text{average of the Contract Quantity over the Performance Measurement Period in kWh}) * [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = (180\% * \text{average of the Contract Quantity over the Performance Measurement Period in kWh}) * [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]"$$

11. Section 13.2.2.16 is amended to add "Other than for Station Use," at the beginning of the first sentence.
12. A new Section 13.2.2.20 is added to the Agreement as follows:

Southern California Edison

ID #1346, Santa Barbara County

“13.2.2.20 Seller fails to submit to Buyer the Multi-Fuel Report and supporting documentation required by Section 5.12.8 on or before the Multi-Fuel Report Deadline and such failure is not cured within fifteen (15) Business Days after Notice from SCE; or”

13. A new Section 13.2.2.21 is added to the Agreement as follows:

“13.2.2.21 Seller fails to: (a) submit to Buyer the Low-voltage Side Metering Attestation on or before the Low-voltage Side Metering Attestation Deadline and such failure is not cured within fifteen (15) Business Days after Notice from SCE, or (b) meet any of the requirements of Section 5.2.1 for its CAISO revenue meter.”

14. Section 14.2.1 is amended by adding the following at the end thereof:

“Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1.”

15. Section 14.2.2 is deleted in its entirety and replaced with the following:

“Performance Tolerance Band. The “Performance Tolerance Band,” in MWh, is equal to: (a) three percent (3%) times; (b) forecasted Available Capacity times; (c) one (1) hour.”

16. Appendix A of the Agreement is amended by adding the following defined terms in the appropriate alphabetical order:

“Applicable Standards” means, collectively, the requirements in this Agreement, the CAISO Tariff and the Business Practice Manual for Metering that are applicable to the Project’s CAISO revenue meter.

“Business Practice Manual for Metering” means the CAISO Business Practice Manual for Metering, Version 19, as amended from time to time.

“CEC Annual Facility Report” shall mean the Annual Facility Report filed each year on or before April 1st by a certified facility using more than one energy resource during the previous calendar year, as described in Chapter 6, Section A of the Eligibility Guidebook.

“High-voltage Side Metering” has the meaning set forth in Section 5.2.1.

“Low-voltage Side Metering Attestation” has the meaning set forth in Section 5.2.1.2.

“Low-voltage Side Metering Attestation Deadline” has the meaning set forth in Section

Southern California Edison

ID #1346, Santa Barbara County

5.2.1.2.

“Multi-Fuel Report” has the meaning set forth in Section 5.12.8.

“Multi-Fuel Report Deadline” has the meaning set forth in Section 5.12.8.

“Reduction for Nonuse of Fuel Resource Category Fuel” has the meaning set forth in Section 2.7.3

“Report Communications” has the meaning set forth in Section 4.4.6.

“Transformer and Line Loss Correction Factors” has the meaning set forth in the CAISO Tariff.

17. Appendix A of the Agreement is amended by revising the definition of Force Majeure by adding “or” to the end of subsection (g) and adding a new subsection (h) as follows:
“(h) Any invalidation of or change to the approval provided by CAISO for the Project’s Low-voltage Side Metering or failure to comply with the CAISO Tariff due to the Low-voltage Side Metering” to the definition of Force.”
18. Appendix A of the Agreement is amended by deleting the definition of Fuel Resource Requirements and replacing it with the following:
“Fuel Resource Requirements” means the requirements and restrictions related to Fuel Use specified in Section 4.4.2.”
19. Appendix A of the Agreement is amended by deleting the definition of Telemetering System and replacing it with the following:
“Telemetering System” means a system of electronic components that collects all required telemetry in accordance with the CAISO’s Business Practice Manual for direct telemetry, applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process, as applicable, and Buyer operational requirements necessary for Buyer to serve as the Scheduling Coordinator for the Facility and communicates this telemetry to the CAISO and Buyer as required by applicable tariff or this Agreement. The Telemetering System does not include other components of the Facility that do not collect or communicate such required telemetry, including but not limited to, Seller’s system control and data acquisition systems.”
20. Appendix E of the Agreement is deleted and replaced with the attached Appendix E.
21. The attached new Appendix K-3 is inserted into the Agreement after Appendix K-2.

Southern California Edison

ID #1346, Santa Barbara County

22. Appendix M of the Agreement is amended by removing the phrase “from all Fuel Resource Categories” from Section 1.c.
23. A new Appendix N shall be added in the form attached to this Amendment No. 1.
24. MISCELLANEOUS
 - (a) Reservation of Rights. Except to the extent addressed by this Amendment No. 1, each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
 - (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect.
 - (c) Governing Law. THIS AMENDMENT NO. 1 AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AMENDMENT NO. 1.
 - (d) Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
 - (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Amendment No. 1 on behalf of such Party and to bind such Party to this Amendment No. 1. Any written notice required to be given under the terms of this Amendment No. 1 shall be given in accordance with the terms of the Agreement.
 - (f) Further Agreements. This Amendment No. 1 shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
 - (g) Counterparts; Electronic Signatures. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original of this Amendment No. 1 and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Amendment No. 1 and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and

Southern California Edison

ID #1346, Santa Barbara County

delivery of this Amendment No. 1 as to the Parties and may be used in lieu of the original Amendment No. 1 for all purposes.

[Remainder of Page Left Intentionally Blank.]

Southern California Edison

ID #1346, Santa Barbara County

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed by their duly authorized representatives on the dates indicated below their respective signatures.

SANTA BARBARA COUNTY
By: _____
Date: _____

SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.
By: _____ Mark Irwin Director, Energy Contracts Management
Date: _____

Southern California Edison

ID #1346, Santa Barbara County

COVER SHEET

Southern California Edison Company, a California corporation (“Buyer” or “SCE”), and Santa Barbara County (“Seller”), a subdivision of the State of California, hereby enter into this Power Purchase Agreement (“Agreement”) made and effective as of the Execution Date. Seller and Buyer are sometimes referred to in this Agreement jointly as “Parties” or individually as “Party.” In consideration of the mutual promises and obligations stated in this Agreement and its appendices, the Parties agree as follows:

A. Fuel Resource Category and Transaction Type

- (i) Project’s Fuel Resource Category: Category 1: Biogas – Municipal Organic Waste Diversion
- (ii) Seller elects the following transaction type pursuant to Section 2.3 of the Agreement:
 - Full Buy/Sell
 - Excess Sale
- (iii) Seller elects the following Delivery Term pursuant to Section 2.5 of the Agreement:
 - ten (10) Contract Years
 - fifteen (15) Contract Years
 - twenty (20) Contract Years

B. Facility and Site Description

- (i) Facility name: Tajiguas Resource Recovery Project AD Facility
- (ii) Facility physical address (or nearest intersection and direction): 282 Tajiguas Landfill Rd, Goleta, CA 93117
- (iii) Latitude and longitude of the centroid of the Site: Facility Latitude: 34.482173512031800, Facility Longitude: -120.1233495219220
- (iv) Parcel numbers that are part of the Site: APN:081-150-019
- (v) Existing land use: Santa Barbara County-owned landfill
- (vi) Interconnection Point (and service voltage): Existing pole, structure 4835166E,

Southern California Edison

ID #1346, Santa Barbara County

located 6.6 circuit miles from Capitan substation on the Mist 16 kV Circuit

(vii) Delivery Point (the point of interconnection with the CAISO grid): CAISO grid at the 220 kV bus of SCE's Goleta 220/66 kV substation

(viii) Contract Capacity (in MW): 2.274

(ix) Nameplate Capacity (in MW): 2.274

(x) The Project is committed to the High Hazard Fuel Requirement:

- Yes
- No

(xi) Fuel Use description (brief explanation of any Fuel Use from other Fuel Resource Categories as applicable per the Fuel Resource Requirements, including whether any such fuel will be Eligible Directed Biogas):

Fuel Use will be composed of Category 1 fuel, biogas derived from municipal organic waste diversion. Project will also utilize landfill gas, a fuel not from a Fuel Resource Category, solely for Station Use.

(xii) The Project will use fuel not from a Fuel Resource Category for Station Use:

- Yes
- No

(xiii) Facility type:

- "small power production facility," as described in 18 CFR §292.203(a), 292.203(c) and 292.204
- "topping-cycle cogeneration facility," as defined in 18 CFR §292.202(d)
- "bottoming-cycle cogeneration facility," as defined in 18 CFR §292.202(e)

(xiv) The date on which the Commercial Operation Date of the Project is expected under this Agreement (must be no later than the Guaranteed Commercial Operation Date): [August 15, 2021]

Commented [TB1]: SCE is still contemplated what date to use in this section.

(xv) The Project is:

- an existing Project
- a new Project

Southern California Edison

ID #1346, Santa Barbara County

(xvi) The Project utilizes:

- High-voltage Side Metering
- Low-voltage Side Metering

Note: Pursuant to Section 5.2.1, Projects utilizing Low-voltage Side Metering are not permitted to share a transformer with any other generator or load

(xvii) The interconnection queue position number is: GFID 8554

(xviii) Table of major components with technical descriptions:

Biogas	
Equipment	Description
Digester Lagoon	545.700 gallons
Engine	(2x), Combined Heat & Power, GE/Jenbacher, JMS 416
Generators	PE 734 E, Stamford, 1,137 kW X 2
Transformer	2500 kVA, 0.48/16 kV Generator Step Up
(other)	16 kV SCE line voltage switchgear and metering compartments.

Southern California Edison

ID #1346, Santa Barbara County

- (xix) Facility or Equipment Layout Drawing (may overlay Site Map) illustrating the general layout of the facility:

[To be added]

Commented [TB2]: We will need to insert new site layouts and drawings once received and approved by SCE

Southern California Edison

ID #1346, Santa Barbara County

(xx) Legal Description of the site (including APNs) and Site Map

[To be added]

Southern California Edison

ID #1346, Santa Barbara County

- (xxi) Single Line Diagram illustrating internal equipment and connections as well as the components for interconnection of the Facility to SCE's electric distribution system or Existing Transmission Line:

[To be added]

Southern California Edison

ID #1346, Santa Barbara County

C. Contract Price

The price for Delivered Energy (the “Contract Price”) is one-hundred and twenty-seven dollars and seventy-two cents (\$127.72) per MWh.

D. Delivery Term Contract Quantity Schedule

Contract Year	Contract Quantity (MWh/year)
1	18,008.0
2	18,008.0
3	18,008.0
4	18,008.0
5	18,008.0
6	18,008.0
7	18,008.0
8	18,008.0
9	18,008.0
10	18,008.0
11	18,008.0
12	18,008.0
13	18,008.0
14	18,008.0
15	18,008.0
16	18,008.0
17	18,008.0
18	18,008.0
19	18,008.0
20	18,008.0

E. Collateral Requirement

The Collateral Requirement is equal to twenty thousand dollars (\$20,000) for each megawatt of the Contract Capacity for a total of forty-five thousand four hundred eighty dollars (\$45,480).

F. Curtailment Orders

Operational characteristics of the Project for Curtailment Orders pursuant to Section 5.8(c) are listed below. Buyer, as Scheduling Coordinator, may request that CAISO modify the Master File for the Project to reflect the findings of a CAISO audit of the

Southern California Edison

ID #1346, Santa Barbara County

Project. In addition, Seller agrees to coordinate with Buyer or third-party SC, as applicable, to ensure all information provided to the CAISO regarding the operational and technical constraints in the Master File for the Project are accurate and are based on the true physical characteristics of the resource.

- (i) Minimum operating capacity: 1.14 MW
- (ii) Ramp rate: 0.37 MW/Minute
- (iii) Maximum number of Curtailment Orders per calendar day (if any such operational limitations exist): 1
- (iv) Maximum number of start-ups per calendar day (if any such operational limitations exist): No operational limitation exists.
- (v) Advance notification required for a Curtailment Order: 60 Minutes

Other Requirements:

- Start-up time (if applicable): 30 Minutes
- Minimum run time after start-up (if applicable): 360 Minutes
- Minimum down time after shut-down (if applicable): 30 Minutes
- Other-specify: _____

G. Seller Milestone Schedule:

Southern California Edison

ID #1346, Santa Barbara County

<i>No.</i>	<i>Date</i>	<i>Milestones</i>
1	N/A	Inactive interconnection study received for the Project.
2	2/3/2014	Submits interconnection study application.
3	2/1/2013	Files any land applications.
4	2/1/2013	Files construction permit application(s).
5	2/28/2014	Files a CEC Pre-Certification application.
6	2/1/2013	Files material permit applications.
7	8/28/2017	Receives a completed Initial or Supplemental Review, System Impact Study or Phase I Interconnection Study, or a CAISO Cluster Study, Independent Study or Fast Track Study.
8	12/4/2012	Obtains control of all lands and rights-of-way comprising the Site.
9	N/A	Receives complete interconnection Facility Study or Phase II Interconnection Study (if applicable).
10	1/29/2019	Executes an interconnection agreement and transmission/distribution service agreement, as applicable.
11	7/1/2019	Receives FERC acceptance of interconnection and transmission agreements.
12	8/1/2019	Receives construction permit.
13	N/A	Receives material permits.
14	9/15/2017	Receives CEC Pre-Certification.
15	1/4/2017	Receives FERC docket number assigned to Seller's filing of FERC Form 556.
16	11/22/2016	Executes an Engineering, Procurement and Construction ("EPC") contract.
17	5/1/2014	Procures the 2 GE Jenbacher CHP Engine/generators for the Facility.
18	11/28/2018	Completes financing, including construction financing.
19	12/3/2018	Begins construction of the Facility.
20		Begins startup activities.
21		Initial Synchronization Date.
22		Demonstrates the Contract Capacity

Amendment No. 1 to the Bioenergy Market Adjusting Tariff Power Purchase Agreement

Southern California Edison

ID #1346, Santa Barbara County

23		Commercial Operation Date.
24		Receives Final CEC Certification.

Commented [TB3]: We will need to discuss the dates to be included for the highlighted Milestones.

H. Notices List

SANTA BARBARA COUNTY ("Seller")	SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")
All Notices are deemed provided in accordance with Section 8 if made to the address(es), facsimile number(s) or e-mail address(es) provided below:	Unless otherwise specified, all Notices are deemed provided in accordance with Section 8 if made to the Contract Sponsor at the address(es), facsimile number(s) or e-mail address(es) provided below:
Contract Sponsor: Attn: Leslie Wells Street: 130 E. Victoria St. City: Santa Barbara, CA 93101 Phone: (805) 882-3611 Facsimile:(805) 882-3601 E-mail: Lwells@cosbpw.net	Contract Sponsor: Attn: Vice President, Energy Procurement & Management Street: 2244 Walnut Grove Avenue City: Rosemead, California 91770 Phone: Facsimile:
Reference Numbers: Duns: 029696848 Federal Tax ID Number: 46-1785277	Reference Numbers: Duns: 006908818 Federal Tax ID Number: 95-1240335
Contract Administration: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com	Contract Management: Phone: 626-302-3126 Facsimile: 626-302-8168 E-mail: Energycontracts@sce.com
Forecasting: Attn: Control Room Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com	Generation Operations Center: Phone: 626-307-4487 Phone: 626-307-4420 E-mail: presched@sce.com

Southern California Edison

ID #1346, Santa Barbara County

SANTA BARBARA COUNTY ("Seller")	SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")
<p>Day-Ahead Forecasting: Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com</p>	<p>Day-Ahead Scheduling: <u>Manager.</u> Attn: Manager of Day Ahead Operations Phone: 626-307-4425 Backup: 626-307-4420 Facsimile: 626-307-4413 <u>Scheduling Desk.</u> Phone: 626-307-4425 Backup: 626-307-4420 Fax: 626-307-4413 E-mail: presched@sce.com</p>
<p>Real-Time Forecasting: Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com</p>	<p>Real-Time Scheduling: <u>Manager.</u> Attn: Manager of Real-Time Operations Phone: 626-307-4405 Facsimile: 626-307-4416 <u>Operations Desk.</u> Attn: Operations Desk Phone: 626-307-4405 Back-up: 626-307-4453 Facsimile: 626-307-4416 E-mail: realtime@sce.com</p>
	<p>Short Term Planning:</p>
<p>Payment Statements: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com</p>	<p>Payment Statements: Attn: Power Procurement - Finance Phone: 626-302-3277 or 626-302-8908 Facsimile: 626-302-3276 E-mail: PPFDPowerSettle@sce.com</p>
<p>CAISO Costs and CAISO Sanctions: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com</p>	<p>CAISO Costs and CAISO Sanctions: Attn: EP&M – CAISO Settlements Phone: 626-302-3277 or 626-302-8908 Facsimile: 626-302-3276 E-mail: PPFDPowerSettle@sce.com</p>

Southern California Edison

ID #1346, Santa Barbara County

SANTA BARBARA COUNTY ("Seller")	SOUTHERN CALIFORNIA EDISON COMPANY ("SCE")
Payments: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com	Payments: Attn: Power Procurement - Finance Phone: 626-302-3277 or 626-302-8908 Facsimile: 626-302-3276 E-mail: PPFDPowerSettle@sce.com
Wire Transfer: BNK: Union Bank ABA: 122000496 ACCT: 0033266172	Wire Transfer: BNK: JP Morgan Chase Bank ABA: 021000021 ACCT: 323-394434
Credit and Collections: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com	Manager of Credit and Collateral: Attn: Manager of Credit and Collateral Phone: 626-302-3672 Facsimile: scecollateral@sce.com
With additional Notices of an Event of Default, Potential Event of Default or Termination to: Attn: John Dewey Phone: (805) 259-9499 Facsimile:(805) 392-8113 E-mail: john@deweygroup.com	With additional Notices of an Event of Default, Potential Event of Default or Termination to: Attn: Managing Attorney SCE Law Department, Power Procurement Section Email: PPLegalNotice@sce.com Street: 2244 Walnut Grove Avenue City: Rosemead, California 91770
Lender: Attn: N/A Phone: Facsimile: E-mail:	
Insurance: Attn: Mike Gong, Arthur Gallagher & Co. Phone: (559) 256-6527 Facsimile: (559) 256-6590 E-mail: mike_gong@ajg.com	Insurance: Attn: Vice President, Energy Procurement & Management Phone: 626-302-2023 Facsimile: 626-302-3254 E-mail:

*** End of Cover Sheet ***

Southern California Edison

ID #1346, Santa Barbara County

APPENDIX E TELEMETRY REQUIREMENTS

Telemetry System.

Seller shall install and maintain a Telemetry System at the Facility, as required by the applicable interconnection tariff. For the avoidance of doubt, Seller must follow all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process.

The Telemetry System must be included in the systems engineering tasks as a part of the construction of the Facility, and must be fully functional before Commercial Operation Date.

*** End of Appendix E ***

**APPENDIX K-3
FUEL USE STANDARDS – MULTI-FUEL MONTHLY DATA REPORTING FORM**

[Previous Month]; ID NO. _____

I. Name and Address of Facility (“Project”)

Name: _____

Street: _____

City: _____ State: _____ Zip Code: _____

Generation Nameplate (kW): _____

II. Predominant BioMAT Category: Category 1 Category 2 Category 3

III. Secondary Fuel Use: Category 1 Category 2 Category 3

IV. Eligible Directed Biogas BioMAT Category (check those that apply):

Category 1 Category 2 Category 3

IV. [Previous Month] Monthly Operating Data

	Useful Power Output (1) (kWh)	Predominant BioMAT Fuel Use (2)(3) (mmBTU)	Category 1 Onsite Fuel Use (3) (mmBTU)	Category 1 Directed Biogas Fuel Use (3) (mmBTU)	Category 2 Onsite Fuel Use (3) (mmBTU)	Category 2 Directed Biogas Fuel Use (3) (mmBTU)	Category 3 Onsite Fuel Use (3) (mmBTU)	Category 3 Directed Biogas Fuel Use (3) (mmBTU)	Natural Gas Fuel Use (3) (mmBTU)	Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)	Non-Renewable Non-BioMAT Eligible Fuel Use (3) (mmBTU)	Total Energy Input (3) (mmBTU)
Jan												
Feb												
Mar												
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Oct												
Nov												
Dec												

Southern California Edison

ID #1346, Santa Barbara County

Total (Year -to- Date)													

- (1) Useful Power Output is the electric or mechanical energy made available for use from the facility.
- (2) The Predominant Energy Source must correspond to the Fuel Resource Category identified in Section A(i) of the Cover Sheet.
- (3) Use Higher Heating Value (HHV)

*** End of Appendix K-3 ***

APPENDIX N
FORM OF LOW-VOLTAGE METERING ATTESTATION

[Seller's Letterhead]

[Date]

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770

Attn: Contract Management

Subject: Bioenergy Market Adjusting Tariff Power Purchase Agreement ("BioMAT PPA") by and between Southern California Edison Company ("SCE") and *[Insert Seller's full legal name]*, a *[Insert Seller's form of entity and state of registration]* ("Seller") – Low-voltage Side Metering Attestation

Dear Sir or Madam:

Pursuant to Section 5.2.1.3 of the BioMAT PPA, Seller submits to SCE this Low-voltage Side Metering Attestation for the Contract Year that ended on *[Date]* (the "Relevant Contract Year"). Capitalized terms used but not otherwise defined in this Attestation have the meanings set forth in the BioMAT PPA.

Seller hereby attests and certifies to SCE all of the following:

1. This Attestation [is] [is not] being submitted on or prior to the Low-voltage Side Metering Attestation Deadline.
2. For the Relevant Contract Year, the CAISO revenue meter for the Project
 - (a) operated in accordance with the Applicable Standards; and
 - (b) was programmed to properly apply, and did properly apply, Transformer and Line Loss Correction Factors in accordance with the Applicable Standards.

The undersigned is authorized to execute this Attestation on behalf of Seller and has all requisite authority to bind Seller in accordance with the terms of the BioMAT PPA.

Very truly yours,

[Insert Seller's full legal name, form of entity and state of registration]

Southern California Edison

ID #1346, Santa Barbara County

By: _____

Name: _____

Title: _____

**** End of Appendix N ****