

**SECOND AMENDMENT TO THE
INTERCONNECTION FACILITIES AGREEMENT

BETWEEN THE CITY OF RIVERSIDE

AND
SOUTHERN CALIFORNIA EDISON COMPANY**

THIS SECOND AMENDMENT ("Second Amendment"), dated as of _____, 2018, is entered into by and among The City of Riverside a California municipal corporation ("Riverside") and Southern California Edison Company ("SCE"), a California corporation. Riverside and SCE may be referred to individually as a "Party" and collectively as the "Parties." Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the meaning ascribed to that term in the Interconnection Facilities Agreement.

RECITALS

A. WHEREAS, on April 11, 2006, the Parties entered into a Letter Agreement for SCE to begin engineering, design and preparation of specification for the SCE Interconnection Facilities associated with the Wildlife Substation and the Vista-Mira Loma 220 kV Line Loop.

B. WHEREAS on September 6, 2008 at the request of Riverside, SCE filed an unexecuted Interconnection Facilities Agreement between Riverside and SCE in Docket No. ER08-1231.

C. WHEREAS, Riverside filed motions to intervene and protests in Docket No. ER08-1231.

D. WHEREAS, on March 9, 2009, the Parties entered into a Settlement Agreement and the Settlement Agreement was certified by FERC on April 21, 2009.

E. WHEREAS, on August 13, 2010, the Parties entered into the First Amendment, Docket ER10-2552-000, to revise the Interconnection Facilities Agreement, which included deferring certain payments due to a later construction commencement date for the SCE Interconnection Facilities.

F. WHEREAS, the Parties now desire to amend certain terms of the Interconnection Facilities Agreement as set forth in this Second Amendment.

G. WHEREAS, the Parties have agreed to enter into this Second Amendment for SCE to continue to (i) engineer, design, construct, install, own, operate and maintain Wildlife Substation; (ii) engineer, design, construct, install, own, operate and maintain the Mira Loma-Vista 220 kV Line Loop into Wildlife Substation; (iii) interconnect the 220/66 kV Riverside Wilderness Substation to Wildlife Substation; (iv) purchase from Riverside the land required for Wildlife Substation; and (v) reimburse Riverside for certain amounts paid to SCE pursuant to the Letter Agreement and this Agreement. In addition, this Agreement provides for Riverside to sell to SCE the land required for Wildlife Substation.

NOW, THEREFORE, In consideration of the promises and mutual agreements contained herein, the Parties agree as follows:

AMENDMENT

1. The Parties agree that for the purpose of this Second Amendment, the Interconnection Facilities Agreement shall mean the Interconnection Facilities Agreement, entered into under the Settlement Agreement certified by the Settlement Judge on March 9, 2009, in Docket No. ER08-1231, and as revised pursuant to the First Amendment, (the "Agreement").
2. The Agreement is amended to memorialize the agreement between the Parties set forth herein and as set forth in the Agreement reflecting, among other things, the revised scope of work, revised costs and payment schedule attached hereto.
3. All terms and conditions of the Agreement shall remain in effect and in full force except where expressly amended by this Second Amendment. In the event of a conflict between the terms of this Second Amendment and the corresponding terms of the Agreement, the terms of the Agreement as further amended by this Second Amendment shall govern. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the amended Agreement or in the CAISO Tariff.

The Agreement is amended as follows:

1. Table of Contents, is revised.
2. Section 2.8, Recitals, is revised to reflect a correction of a typographical error.
3. Section 2.9, Recitals, is revised to reflect the execution of the First Amendment.
4. Section 2.10, Recitals, is added to reflect the execution of the Second Amendment to the Agreement.
5. Section 4.12, Definitions, is added to reflect the definition of the First Amendment to the Agreement and all subsequent section references are renumbered.
6. Section 4.31, Definitions, is added to reflect the definition of the Second Amendment and all subsequent section references are renumbered.
7. Section 5.1, Effective Date and Term, is revised to reflect the Effective Date.
8. Section 5.6, Effective Date and Term, is revised to reflect the changes made pursuant to the Second Amendment to the Agreement, which are incorporated into the Agreement supersede the First Letter Agreement and Second Letter Agreement.

9. Section 8.12, Interconnection Principles, is revised to correct section reference.
10. Section 8.15, Interconnection Principles, is revised to reflect new construction timeline and all section 8(.x) references are renumbered.
11. Section 18.2, Authorized Representatives is revised to reflect a change in the Authorized Representative.
12. Section 28.4, Rights, is revised to reflect a correction of a typographical error.
13. Exhibit B, Facilities Cost, is revised to reflect updated estimated costs for Licensing and Permitting and Customer-Financed Monthly Rate.
14. Exhibit C, Engineering and Construction Payment Schedule, is revised to reflect additional payment and to reflect actual payment receipt dates.
15. The terms and conditions of the Agreement shall continue in full force and effect except as expressly agreed to by the Parties in this Second Amendment. Hereafter, references to the Agreement shall mean the Agreement as further amended by this Second Amendment.
16. The Agreement and the Second Amendment taken together shall form the amended Agreement that includes the updated provisions.
17. The attached amended Agreement as amended by the Second Amendment shall become effective upon execution by the Parties subject to acceptance by FERC.
18. This Second Amendment may be executed in one or more counterparts at different times, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same Second Amendment.
19. The signatories hereto warrant and represent that they have been appropriately authorized to enter into this Second Amendment on behalf of the Party for whom they sign and to bind their respective principals.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Agreement in multiple originals, each of which taken together shall constitute an original effective agreement among the Parties. The Parties hereto have entered into this Second Amendment as of the date listed above.

[SIGNATURES ON FOLLOWING PAGE]

City of Riverside

By: _____

Name: _____

Title: _____

Date: _____

Attest:

By: _____

Colleen J. Nicol
City Clerk

Approved as to Form:

By: *Susan Wilson*

Susan Wilson
Assistant City Attorney

**Southern California Edison
Company**

By: _____

Name: Robert Woods

Title: Managing Director

Date: _____