

**THIRD AMENDMENT TO THE
INTERCONNECTION FACILITIES AGREEMENT

BETWEEN THE CITY OF RIVERSIDE

AND
SOUTHERN CALIFORNIA EDISON COMPANY**

THIS THIRD AMENDMENT ("Third 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 Third 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, on March 23, 2018, the Parties entered into the Second Amendment, Docket ER18-2398-000, to revise the facilities costs and payments.

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

H. WHEREAS, the Parties have agreed to enter into this Third 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) Riverside sell to SCE, and SCE 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.

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 Third 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, and Second 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 Third Amendment. In the event of a conflict between the terms of this Third Amendment and the corresponding terms of the Agreement, the terms of the Agreement as further amended by this Third Amendment shall govern. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Agreement or in the CAISO Tariff.

The Agreement is amended as follows:

1. Section 2.9, Recitals, is revised to reflect the current execution date of the First Amendment.
2. Section 2.10, Recitals, is revised to reflect the execution date of the Second Amendment.
3. Section 2.11, Recitals, is added to reflect the execution of the Third Amendment to the Agreement.
4. Section 14.9, Charges, is revised to reflect the updated dates for the ITCC payments and the ITCC amount due.
5. Exhibit A, Facilities Description, is revised to reflect updated scope of work for the CAISO Controlled Facilities.
6. Exhibit B, Facilities Cost, is revised to reflect updated estimated costs and monthly charges, due to increased Licensing and Permitting costs and revised costs associated with the transmission portion of the project.
7. Exhibit C, Engineering and Construction Payment Schedule, is revised to reflect additional payment and to reflect actual payment receipt dates.

8. The terms and conditions of the Agreement shall continue in full force and effect except as expressly agreed to by the Parties in this Third Amendment. Hereafter, references to the Agreement shall mean the Agreement as further amended by this Third Amendment.
9. The Agreement and the Third Amendment taken together shall form the amended Agreement that includes the updated provisions.
10. The attached amended Agreement as amended by the Third Amendment shall become effective upon execution by the Parties subject to acceptance by FERC.
11. This Third 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 Third Amendment.
12. The signatories hereto warrant and represent that they have been appropriately authorized to enter into this Third Amendment on behalf of the Party for whom they sign and to bind their respective principals.

IN WITNESS WHEREOF, the Parties have executed this Third 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 Third Amendment as of the date listed above.

Riverside Public Utilities Department

By: _____

Name: Al Zelinka

Title: City Manager

Date: _____

APPROVED AS TO FORM:

BY: _____
ASSISTANT CITY ATTORNEY

Southern California Edison Company

By: _____

Name: Robert Woods

Title: Managing Director

Date: _____

