ROSEBURG SB 859 BIOMASS PROJECT

BUYERS JOINT PROJECT AGREEMENT

BY AND AMONG

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY,

AND

SACRAMENTO MUNICIPAL UTILITY DISTRICT

AND

MODESTO IRRIGATION DISTRICT

AND .

TURLOCK IRRIGATION DISTRICT

AND

CITY OF RIVERSIDE, CALIFORNIA

Dated as of November 25, 2019

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Appendix A-- Joint Committee Vote Percentages

ROSEBURG SB 859 BIOMASS PROJECT BUYERS JOINT PROJECT AGREEMENT

PARTIES

This Buyers Joint Project Agreement (this "Agreement") dated as of the 25th day of November, 2019, by and among the SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY, a joint powers agency and a public entity organized under the laws of the State of California ("SCPPA"), the SACRAMENTO MUNICIPAL UTILITY DISTRICT, a California municipal utility district ("SMUD"), the MODESTO IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California ("MID"), the TURLOCK IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California ("TID"), and the CITY OF RIVERSIDE, a California charter city and municipal corporation existing under the laws of the State of California ("Riverside"). SCPPA, SMUD, MID, TID and Riverside are each sometimes referred to as a "Buyer" or a "Party," and collectively as "Buyers" or "Parties."

RECITALS

In response to the mandate imposed on them by the State of California in 2016 by passage of Senate Bill 859 (Stats.2016, c. 368, eff. Sept. 14, 2016, hereinafter "SB 859") to procure a specified amount of electric generation capacity from biomass-fueled resources, the Buyers, following a Request for Proposals issued by SCPPA on April 11, 2018, have identified a potential biomass generation resource owned and operated by Roseburg Forest Products Co. ("Seller").

The Buyers have participated in negotiations for and are entering into an SB 859 Purchase Agreement, dated November 25, 2019 with Seller (the "*Purchase Agreement*") for the purchase and sale of 11 MW of SB 859 Capacity (as such term is defined in the Purchase Agreement), SB 859 Attributes and other products from Seller's biomass facility located in Weed, California (the "*Project*").

The Purchase Agreement includes provisions for a Buyers' Agent to receive notifications from Seller and to administer the Purchase Agreement and take action on behalf of the Buyers in certain circumstances, and each of the Buyers intends by this Agreement to provide the manner and means to coordinate the exercise of certain of the Buyers' rights and activities with respect to the Project and to authorize Buyers' Agent to provide such approvals, determinations, responses and other actions under the Purchase Agreement on behalf of the Buyers in order to carry out the applicable terms thereof and realize the related benefits thereunder.

The Purchase Agreement provides that, as of its Effective Date, SCPPA shall be the Buyers' Agent, and each of the Parties intends by this Agreement to acknowledge and confirm that appointment. Where the context requires, the term "Buyers' Agent" as used in this Agreement shall be deemed to refer to SCPPA acting in that capacity.

1. AGREEMENT

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, it is agreed by and among the Parties as hereinafter set forth. This Agreement shall take effect on the date when all Buyers and Seller have executed Purchase Agreements.

2. **DEFINITIONS**

The meaning of capitalized terms in this Agreement not otherwise defined in context shall be as defined in Section 1.1 of the Purchase Agreement, which is incorporated herein by this reference.

3. APPOINTMENT OF SCPPA AS BUYERS' AGENT

- In accordance with the terms and conditions of this Agreement, SMUD, MID, TID and Riverside hereby appoint and authorize SCPPA to act as the Buyers' Agent for the limited purpose of carrying out the duties and responsibilities of the Buyers' Agent under the Purchase Agreement, as provided in Section 5 and pursuant to Section 7 of this Agreement, and SCPPA hereby accepts such appointment. In so doing, the Parties acknowledge and agree that SCPPA, as a Buyer under the Purchase Agreement on behalf of certain of its Members (namely, the Los Angeles Department of Water and Power, the Imperial Irrigation District, and the City of Anaheim, each hereinafter a "SCPPA Participating Member"), shall act for its own account as well as on behalf of SMUD, MID, TID and Riverside. Unless replaced by unanimous agreement among the Buyers, SCPPA shall serve as Buyers' Agent under the Purchase Agreement as provided in this Agreement throughout the Agreement Term.
- 3.2 In carrying out its responsibilities under the Purchase Agreement pursuant to the terms of this Agreement, SCPPA, as Buyers' Agent, shall observe all applicable laws, rules and regulations.

4. ESTABLISHMENT AND AUTHORIZATION OF BUYERS' JOINT PROJECT COMMITTEE

- 4.1 The Buyers' Joint Project Committee is hereby established and authorized to act on behalf of each of the Buyers for the purposes of (a) providing coordination among the Buyers in carrying out certain collective actions as set forth in this Section 4, and (b) providing the manner and means for achieving agreement among the Buyers with respect to such collective actions.
- 4.2 The Buyers' Joint Project Committee shall consist of representatives (each a "Joint Committee Representative") as follows: (a) a Joint Committee Representative from SMUD, (b) a Joint Committee Representative from MID, (c) a Joint Committee Representative from TID, (d) a Joint Committee Representative from Riverside, (e) a Joint Committee Representative from each SCPPA Participating Member, and (f) a non-voting Joint Committee Representative from SCPPA. Each such Joint Committee Representative shall be entitled to cast a vote (a "Joint Committee Vote") as follows:
 - (i) The Joint Committee Representative from SMUD shall be entitled to cast its Joint Committee Vote equal to the Buyers' Percentage of SB 859 Capacity for SMUD as set forth in Appendix A;
 - (ii) The Joint Committee Representative from MID shall be entitled to cast its Joint Committee Vote equal to the Buyers' Percentage of SB859 Capacity for MID as set forth in Appendix A;

- (iii) The Joint Committee Representative from TID shall be entitled to cast its Joint Committee Vote equal to the Buyers' Percentage of SB859 Capacity for TID as set forth in Appendix A;
- (iv) The Joint Committee Representative from Riverside shall be entitled to cast its Joint Committee Vote equal to the Buyers' Percentage of SB 859 Capacity for Riverside as set forth in Appendix A; and
- (v) Each SCPPA Participating Member shall be entitled to cast a Joint Committee Vote which shall be equal to the Percentage of Total Capacity for such SCPPA Participating Member as set forth in Appendix A.
- 4.3 SCPPA's non-voting Joint Committee Representative shall be the chairperson ("Chairperson") of the Buyers' Joint Project Committee.
- Each of the Buyers and each of the SCPPA Participating Members (through SCPPA) shall, within 30 days after the Parties have entered into this Agreement, give notice, each to the other, of its Joint Committee Representative on the Buyers' Joint Project Committee. An alternate Joint Committee Representative may be appointed to act on behalf of any Joint Committee Representative by similar written notice in the absence of the regular Joint Committee Representative. An alternate Joint Committee Representative may attend all meetings of the Buyers' Joint Project Committee but may vote only if the Joint Committee Representative entitled to vote and for whom she/he serves as an alternate is absent. Upon any SCPPA Participating Member providing its written proxy to SCPPA,

- SCPPA's Joint Committee Representative serving as Chairperson shall be authorized in the absence of such SCPPA Participating Member to vote by proxy for such SCPPA Participating Member on the Buyers' Joint Project Committee. Such a proxy shall be valid only for the meeting or meetings for which it is given.
- 4.5 The Chairperson shall be responsible for calling and presiding over meetings of the Buyers' Joint Project Committee. The Chairperson shall promptly call a meeting of the Buyers' Joint Project Committee at the request of any Joint Committee Representative in a manner and to the extent permitted by law, and upon not less than three (3) days' written notice to the Buyers unless otherwise agreed among all Joint Committee Representatives. For the purpose of conducting meetings, a quorum shall exist so long as the Chairperson, together with the Joint Committee Representatives entitled to cast Joint Committee Votes (including any SCPPA vote by proxy) aggregating at least 70% of the of Joint Committee Votes shall be present. The conducting of Buyers' Joint Project Committee meetings, including voting at such meetings, may be by assembled meeting or by telephone or video conferencing, or by any combination thereof, to the extent permitted by law.
- 4.6 Unless all of the Buyers shall determine otherwise, the actions of the Buyers' Joint Project Committee shall require the votes by or on behalf of at least five (5) Joint Committee Representatives having Joint Committee

Votes (including any SCPPA vote by proxy), aggregating at least seventy per cent (70 %) of the total of the Joint Committee Votes.

5. RESPONSIBILITIES OF BUYERS' JOINT PROJECT COMMITTEE

- The Buyers' Joint Project Committee shall be responsible for determining and directing by a vote of its Joint Committee Votes as provided in Section 4.6 of this Agreement the action to be taken or not taken by the Buyers' Agent with respect to the following matters under the Purchase Agreement:
 - (i) Approval of any Lien (other than Permitted Encumbrances) on any portion of the Facility or any related property or assets under Section
 5.5 of the Purchase Agreement.
 - (ii) Consenting to any Change in Control pursuant to Section 13.7(a) of the Purchase Agreement.
 - (iii) Providing administrative services relating to Buyers' rights or obligations under the Purchase Agreement.
 - (iv) Any issue involving Seller's performance under the Purchase Agreement, including without limitation whether such performance is consistent with the requirements of SB 859.
 - (v) Any claim of Force Majeure asserted by Seller or Buyers under section 13.6 of the Purchase Agreement, including direction to assert such a claim on behalf of Buyers.
 - (vi) [Omitted.]
 - (vii) [Omitted.]

- (viii) Any other matter or matters with respect to which action is to be taken or not taken by Buyers' Agent pursuant to the Purchase Agreement or that the Buyers and the SCPPA Participating Members determine should be considered by the Buyers' Joint Project Committee for purposes of giving direction to Buyers' Agent.
- Each of the Buyers agrees that the decision of the Buyers' Joint Project

 Committee with respect to each of the matters under Section 5.1 of this

 Agreement shall be determinative as to such matter and shall constitute the decision of the Buyers as to such matter for purposes of the Purchase Agreement.

6. BUYERS JOINT ACTION

6.1 Except as otherwise provided in Section 5.1 of this Agreement, any action provided for under the Purchase Agreement or this Agreement to be taken or agreed to by the Buyers collectively, including without limitation, the termination of the Purchase Agreement, shall be agreed to by each Buyer pursuant to a separate authorization for such action by each Buyer.

7. RESPONSIBILITIES OF BUYERS' AGENT; PAYMENT OF COSTS

- 7.1 Buyers' Agent shall have and carry out the following duties and responsibilities under this Agreement:
 - (i) Buyers' Agent shall comply with the decision of the Buyers' Joint Project Committee with respect to each matter as provided under Section 5 of this Agreement and shall take or not take such action,

- as applicable, under the Purchase Agreement with respect to such matter in accordance with such decision of the Buyers' Joint Project Committee.
- (ii) Except as provided otherwise under Section 7.1(i) of this Agreement, Buyers' Agent shall, in order to comply with Prudent Utility Practices, take (or not take) such actions as are reposed in Buyers' Agent pursuant to the Purchase Agreement.
- (iii) Buyers' Agent shall promptly provide the Buyers' Joint Project
 Committee and each of the Joint Committee Representatives and its
 designated alternates with any information that may materially
 affect or which shall have materially affected the matters referred to
 in Section 5 or in this Section 7 of this Agreement, and shall provide
 the Parties with copies of material notices, studies, reports, and other
 materials received by Buyers' Agent from the Seller pursuant to the
 Purchase Agreement. Buyers' Agent shall provide the Parties with
 copies of all such notices, studies, reports, and other materials upon
 reasonable request of a Party.
- (iv) Buyers' Agent shall arrange for and provide to the Buyers' Joint Project Committee any available studies, supplies or services as requested by the Buyers' Joint Project Committee in connection with its consideration of any of the matters referred to in Section 5 of this Agreement.

- (v) Buyers' Agent, in performing its activities under this Agreement and the Purchase Agreement may use its own employees, equipment and facilities or arrange and reasonably contract for the performance thereof by other entities; provided that Buyer's Agent shall inform any contractor so engaged of the existence of this Agreement and the limitations of the scope of Buyers' Agent's, and consequently contractor's, authority under this Agreement and under the Purchase Agreement.
- (vi) Buyers' Agent shall prepare and submit to the Buyers' Joint Project
 Committee its estimates of costs to be incurred in connection with
 its performance of activities as Buyers' Agent as provided in Section
 5 or pursuant to this Section 7 of this Agreement and under the
 Purchase Agreement.
- (vii) Buyers' Agent shall furnish upon request by the Buyers' Joint Project Committee or any Joint Committee Representative any other reasonable assistance or services and any information reasonably available pertaining to the matters to be considered by the Buyers' Joint Project Committee.
- (viii) In performing its activities and responsibilities as provided in Section 5 or pursuant to this Section 7 of this Agreement and under the Purchase Agreement, Buyers' Agent shall comply with any and all applicable laws and regulations.

- 7.2 From time to time, Buyers' Agent may submit to each Buyer a bill for payment by such Buyer of its proportionate share equal to its Percentage of SB 859 Capacity of costs and expenses incurred, by the Buyers' Agent. Buyer's Agent shall bill each Buyer by the fifth (5th) day of a month for any costs and expenses that may have been incurred in the preceding month, but may include other costs and expenses incurred within the preceding ninety (90) days that have not previously been billed to Buyers. Each Buyer shall pay or cause to be paid the amount of such bill within 30 days after receipt thereof.
- 7.3 Buyer's Agent shall, within 30 days after Buyer's Agent's receipt thereof, pay each Buyer such Buyer's proportionate share, equal to its Percentage of SB 859 Capacity, of all revenues actually received by Buyer's Agent acting on behalf of the Buyers under the Purchase Agreement and hereunder.
- 7.4 If a Party fails to pay any amount when due hereunder, interest shall accrue, to the extent permitted by law, at a rate equal to the Interest Rate as defined in the Purchase Agreement until payment is made.
- 7.5 At such reasonable times as shall be requested by a Buyer or Buyers, the books and records of the Buyers' Agent relevant to the costs and expenses incurred by Buyer's Agent and the revenues received by Buyer's Agent, in each case acting on Buyers' behalf under the Purchase Agreement and hereunder, shall be subject to audit by or on behalf of such Buyer or Buyers, at such Buyer or Buyers' sole cost and expense.

Buyers' Agent shall not receive any compensation for performance of activities under this Agreement or the Purchase Agreement, except that Buyers' Agent shall be permitted to recoup any reasonable costs and expenses associated with the performance of such activities under the Purchase Agreement or hereunder, without markup unless approved in writing by the Buyers Joint Project Committee.

8. LIABILITY

8.1 The Parties agree that Buyer and Buyers' Agent, and any of their respective past, present or future directors, officers, employees, board members, agents, attorneys or advisors (collectively, the "Released Parties"), shall be not liable to any other of the Released Parties for any claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, fines, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity, under this Agreement, the Purchase Agreement or otherwise (hereinafter "Claim" or "Claims") suffered by any Released Party as a result of the action or inaction, or performance or non-performance, by any of the other Released Parties under this Agreement or the Purchase Agreement, except to the extent a Claim is attributable to the gross negligence or willful misconduct of a Released Party, to be determined and established by a court of competent jurisdiction in a final, nonappealable order (except as may otherwise be agreed by all of the Parties, in writing). Notwithstanding

anything in the foregoing to the contrary, nothing contained in this Agreement shall be deemed to release any Party from its respective obligations under this Agreement or the Purchase Agreement, including such Party's obligation to make payments required under this Agreement or the Purchase Agreement. In no event shall the provisions of this Section 8.1 be construed so as to relieve SCPPA, as the Buyers' Agent, from any obligation it may have as a Buyer under this Agreement or the Purchase Agreement. It is also hereby recognized and agreed that no officers, employees, board members, agents, attorneys or advisors of any of the Released Parties shall be individually liable in respect of any undertakings by any of the Released Parties under this Agreement or the Purchase Agreement.

8.2 The exculpation provision set forth in Section 8.1 hereof shall apply to all types of Claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, a Party may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligation or duty of any other Party, and Buyers' Agent may enforce by any legal means its right to payment for its costs in accordance with the terms of this Agreement.

9. RELATIONSHIP OF THE PARTIES

9.1 The covenants, obligations and liabilities of the Parties are intended to be several and not joint or collective and nothing herein contained shall ever be construed to create an association, joint venture, trust, partnership or

other legal entity, or to impose a trust or partnership covenant, obligation or liability on or with regard to any of the Parties. Each Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement.

9.2 This Agreement is for the benefit of the Parties and the SCPPA Participating Members. Each SCPPA Participating Member is an express and intended third-party beneficiary of this Agreement and may enforce its provisions as if the SCPPA Participating Member were a Party to the Agreement.

10. INDEMNITY AND RELATED MATTERS

10.1 SCPPA in its capacity as Buyers' Agent under this Agreement shall be entitled to indemnification from the Buyers as set forth herein. To the extent permitted by law, each Buyer shall, proportionately in accordance with its Buyers' Percentage of SB 859 Capacity, defend, indemnify and hold harmless the Buyers' Agent and its officers, employees, agents, attorneys and advisors, past, present or future, when acting for the Buyers' Agent (collectively, "Buyers' Agent Indemnitees"), from and against any and all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise (collectively, "Claims") arising by reason of any actions, inactions, errors or omissions of Buyers' Agent incident to the performance of this Agreement, except to the extent any Claim is attributable to the gross

negligence or willful misconduct of Buyers' Agent or any of the Buyers' Agent Indemnitees, as determined and established by a court of competent jurisdiction in a final, nonappealable order (except as may otherwise be agreed by all of the Parties, in writing). If one or more Buyers, with the Buyers' Agent's consent, shall defend any Buyers' Agent Indemnitee, the Buyers' Agent shall approve the selection of counsel, and the Buyers' Agent shall further approve any settlement or disposition, such approval not to be unreasonably withheld. For the avoidance of doubt, all payments as and for indemnification by the Buyers under this Section 10.1, together with any other amount payable by the Buyers under this Section 10.1, shall constitute the individual costs of the Buyers under this Agreement.

10.2 For purposes of this Agreement, the rights, entitlements, obligations and liabilities of SCPPA, as Buyers' Agent under this Agreement, shall not apply to or otherwise be affected by, and shall be deemed and interpreted to be legally separate from, the rights, entitlements, obligations, and liabilities of SCPPA as a Buyer under this Agreement and the Purchase Agreement.

11. DISPUTES

Dispute or Claim. Any action, claim or dispute which any Party may have against another Party or Parties arising out of or relating to this Agreement or the transactions contemplated hereunder, or the breach, termination or validity thereof (a "Dispute") shall be submitted in writing to the other Parties. The written submission of any Dispute shall include a concise

- statement of the question or issue in dispute together with a statement listing the relevant facts and documentation that support the claim.
- 11.2 <u>Good Faith Resolution</u>. The Parties agree to cooperate in good faith to attempt to achieve an expeditious resolution of a Dispute. Pending resolution of a Dispute, unless otherwise provided for under this Agreement, the Parties shall proceed diligently with the performance of their respective obligations pursuant to the terms of this Agreement.
- 11.3 <u>Informal Negotiation</u>. The disputing Parties shall first attempt in good faith to resolve any Dispute through informal negotiations by the Joint Committee Representatives.
- Arbitration. In the event the disputing Parties are unable to resolve the Dispute through informal negotiations as described above, the disputing Parties may elect to pursue the mediation of the Dispute by a mutually agreeable mediator. If the disputing Parties so choose the Parties may elect to voluntarily pursue arbitration pursuant to the rules of the Judicial Arbitration and Mediation Service (JAMS) or American Arbitration Association (AAA), or any other method chosen by the disputing Parties, subject to the express prior written agreement of each of the disputing Parties. Such written agreement may include the guidelines agreed upon by the disputing Parties to be followed by such Parties in such arbitration or dispute resolution prior to the commencement of such arbitration. No Party shall be obligated to pursue arbitration over any other method of dispute resolution.

- Litigation Rights. In the event the disputing Parties are unable to satisfactorily resolve the Dispute within 30 days from the receipt of notice of the Dispute, subject to any extensions of time as may be mutually agreed upon in writing, or any arbitration or other agreement, any Party to the Dispute may initiate litigation in a court of law with jurisdiction located in Los Angeles County, California, which shall be the exclusive venue to litigate Disputes.
- 11.6 No Attorneys Fees. In the event any action is brought at law or in equity in any court or through any alternative dispute resolution process to enforce any provision of this Agreement, or for damages by reason of any alleged breach of this Agreement, the Parties mutually agree that each Party to this Agreement shall bear its own attorneys fees and costs.

12. GOVERNING LAW

This Agreement was made and entered into in the State of California and shall be governed by, interpreted and enforced in accordance with the laws of the State of California, without regard to conflict of law principles.

13. REPRESENTATION AND NOTICES

13.1 The Parties acknowledge that each Party was represented by counsel in the negotiation and execution of this Agreement, and any uncertainty or ambiguity in this Agreement shall not be interpreted against a Party on the basis that the Party drafted the language, but shall be interpreted according to the application of the rules on interpretation of contracts.

Any notice, demand, requisition or request shall be in writing and shall be deemed properly served, given or made if delivered in person or sent by overnight delivery service, by registered or certified mail, postage prepaid, or by electronic mail, to the persons specified below:

Southern California Public Power Authority 1160 Nicole Court Glendora, CA 91740 Attention: Executive Director Telephone: (626) 793-9364

Email: mwebster@scppa.org

Sacramento Municipal Utility District Attention: Power Contracts Administration P.O. Box 15830 Sacramento, CA 95852-1830 Telephone: (916) 732-6244 Email: PowerContractsAdmin@smud.org

Modesto Irrigation District

Attn: Power Scheduling Supervisor Street: 1231 11th Street City: Modesto, CA 95354 Phone: 209-557-1544 Email: amyb@mid.org

Turlock Irrigation District If via USPS:

Turlock Irrigation District Attention: Willie Manuel P.O. Box 949 Turlock, CA 95381-0949

1 unock, CA 95561-0

If via non-USPS:

Turlock Irrigation District Attention: Willie Manuel 333 East Canal Drive Turlock, CA 95380

Telephone: (209) 883-8348 Email: wgmanuel@tid.org

City of Riverside Public Utilities General Manager 3901 Orange Street Riverside, CA 92501

Phone: 951-826-5504

Facsimile: 951-826-2450

14. SEVERABILITY.

In case any one or more of the provisions of this Agreement shall for any reason be held to

be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the Parties

hereto that such illegality or invalidity shall not affect any other provision hereof, but this

Agreement shall be construed and enforced as if such illegal or invalid provision had not been

contained herein unless a court holds that the provisions are not separable from all other provisions

of this Agreement.

15. AMENDMENTS

The Parties acknowledge and agree that any amendment to this Agreement shall be in

writing and duly executed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be

executed on their respective behalves by their duly authorized representatives.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

Dated:	By:

SACRAMENTO MUNICIPAL UTILITY DISTRICT

Dated: ______ By:_____

MODESTO IRRIGATION DISTRICT

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Dated:	By:	-
	TURLOCK IRRIGATION DISTRICT	
Dated:	By:	
	CITY OF RIVERSIDE	
Dated:	Bv:	

APPROVED AS TO FORM:

BY: SUMME CONTROL ASSISTANT CITY ATTORNEY

Appendix A* Joint Committee Vote Percentages

BUYERS' PERCENTAGE OF SB 859 CAPACITY; APPLICABLE MW SHARE

Percentage of SB 859 Capacity

Buyer	Capacity (MW)	Percentage of SB 859 Capacity
SCPPA	6.8277 MW	62.07%
SMUD	2.5795 MW	23.45%
MID	0.6072 MW	5.52%
Riverside	0.4928 MW	4.48%
TID	0.4928 MW	4.48%
Total	11 MW	100.00%

Applicable MW Share

	Capacity (MW)	% of Total Capacity
City of Anaheim	0.4928 MW	4.48%
Imperial Irrigation District	0.9108 MW	8.28%
LADWP	5.4241 MW	49.31%
SMUD	2.5795 MW	23.45%
MID	0.6072 MW	5.52%
Riverside	0.4928 MW	4.48%
TID	0.4928 MW	4.48%
Total	11 MW	100.00%