

STANDARD OFFER FOR SELF-GENERATION
AND/OR ENERGY STORAGE SYSTEM INTERCONNECTION AGREEMENT
(SOLAR GENERATION FACILITIES AND/OR ENERGY STORAGE SYSTEM > 30 KILOWATTS
AND ALL NON-SOLAR GENERATION FACILITIES)
_____-LADWP
CUSTOMER GENERATION AND/OR ENERGY STORAGE SYSTEM
INTERCONNECTION AGREEMENT

This Agreement is made and entered into by and among

CITY OF LOS ANGELES
ACTING BY AND THROUGH THE
DEPARTMENT OF WATER AND POWER (LADWP)

AND

an LADWP customer (Customer), AND, if Customer is a Tenant Customer as defined herein, also

Property Owner from whom Tenant Customer rents or leases Customer's Site Location (Property Owner).

LADWP, Customer, and Property Owner are sometimes referred to singularly as "Party" and collectively as "Parties". Customer and Property Owner are sometimes referred to singularly as "Interconnector" and collectively as "Interconnectors." The Parties agree as follows:

1. RECITALS: This Agreement is made with reference to the following facts, among others:

1.1. Customer is currently purchasing retail Electric Service from LADWP at Customer's Site Location:

Electric Service at this location is being provided pursuant to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

1.2. Interconnector(s) currently has, or intends to design, construct, own, operate, and maintain, at Interconnector's/Interconnectors' complete risk and expense, a Generation Facility and/or Energy Storage System (ESS) of the selected type(s) to operate in Parallel with LADWP's Electric System at Customer's Site Location (check applicable box[es]). The Generation Facility and/or ESS (Interconnector's/Interconnectors' System) is described in more detail in Exhibit A of this document.

Solar Generation:
Expected Power Output (kilowatt (kW))*:
Nameplate Rating (kW): _____
CEC^{AC} Rating (kW): _____

Energy Storage System (ESS):
System Type(s): _____

Expected Power Output (kW)*: _____
Nameplate Rating (kW): _____(max)

Other Energy Source:
System Type(s): _____

Expected Power Output (kW)*: _____
Nameplate Rating (kW): _____

Aggregate Generation Output Capacity (kW)*: _____

*These kW ratings are to be the inverter maximum continuous output power (AC) at unity power factor.

1.3. If it is deemed necessary by LADWP to do so after evaluating the Interconnector's/Interconnectors' System specifications, LADWP will design, construct, own, operate, and maintain an LADWP Facility and make any necessary modifications to LADWP's Electric System for the intended safe operation of the Interconnector's/Interconnectors' System with LADWP's Electric System. Customer agrees to reimburse LADWP for all actual costs (direct and indirect) incurred in performing such work. If the LADWP Facility is constructed, a description of the LADWP Facility will be attached to Exhibit B of this Agreement after such construction.

1.4. Customer shall be the person or entity whose LADWP electric service account is associated with the billing meter interconnected to Interconnector's/Interconnectors' System. Property Owner shall be the person or entity who owns the real property at the Customer's Site Location.

1.5. The interconnection subject to this Agreement shall not be utilized to access wholesale electric markets or to make sales of electric power at wholesale. LADWP may direct the flow of Excess Energy at its sole discretion.

2. **DEFINITIONS:** The definitions, terms, conditions, and requirements provided in the applicable Rate Ordinance(s) or rate contract(s), the Electric Service Requirements, and the Rules are incorporated in and made a part of this Agreement by this reference. The following additional terms, when capitalized, whether in the singular or plural tense, shall mean:

2.1. Aggregate Generation Output Capacity: Sum total of the nameplate ratings of the Generation Facility and/or ESS in kW-AC.

2.2. Agreement: This _____-LADWP CUSTOMER GENERATION AND/OR ENERGY STORAGE SYSTEM INTERCONNECTION AGREEMENT.

2.3. Authorized Representative: A representative of a Party who is authorized to act on such Party's behalf with respect to the matters contained in this Agreement, provided that such representative shall have no authority to alter, modify, or delete any of the provisions of this Agreement. Interconnector(s) and LADWP's Director of Power New Business and Electrification Division shall each designate, by written notice(s) to the other(s), an Authorized Representative.

2.4. Customer: _____.

2.5. Customer Submittal Package: The information to be provided by Customer as listed in Subsection 3.6 of this Agreement.

2.6. Customer's Site Location: The location described in Subsection 1.1 of this Agreement.

2.7. Electric Service: As defined in the Rules.

2.8. Electric Service Requirements: Requirements prescribed in writing by LADWP in effect at the time this Agreement is executed, and all revisions thereto or replacements thereof, which are

necessary and proper for the regulation of any electric service installed, operated, and maintained within the City of Los Angeles. The Electric Service Requirements shall be in conformance with the Charter of the City of Los Angeles and the Rules.

2.9. Emergency Condition: A condition or situation: (1) that in good faith judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of LADWP, is imminently likely (as determined in the sole judgment of LADWP) to cause a material adverse effect on the security of, or damage to, the LADWP interconnection facilities or the electric systems of LADWP or others to which the electric system of LADWP is directly connected; or (3) that, in the case of Customer, is imminently likely (as determined in a non-discriminatory manner in good faith) to cause a material adverse effect on the security of, or damage to, the Generation Facility and/or ESS. System restoration and LADWP's black start shall be considered Emergency Conditions.

2.10. ESS: As described in Subsection 1.2 and Exhibit A of this Agreement.

2.11. Generation Facility: All of Interconnector's/Interconnectors' electrical and mechanical equipment basically described in Subsection 1.2 and Exhibit A that is associated with the generation of electricity at Customer's Site Location.

2.12. In-Service Date: The date of initial interconnection of the Interconnector's/Interconnectors' System to LADWP's Electric System.

2.13. Interconnection Costs: All reasonable costs, as determined by LADWP in accordance with Prudent Utility Practices, including, but not limited to, planning, engineering, design, supervision, material procurement, construction, quality assurance, inspection, testing, metering, maintenance, negotiation, contract administration, protection, expediting, accounting, budgeting, and other activities reasonably necessary for the interconnection and intended safe Parallel operation of the Interconnector's/Interconnectors' System to LADWP's Electric System.

2.14. Interconnector's/Interconnectors' System: As described in Subsection 1.2 of this Agreement.

2.15. LADWP's Electric System: LADWP's 34.5 kilovolt (kV) or lower electric distribution systems.

2.16. LADWP Facility: Electrical and mechanical equipment required and installed, owned, operated, and maintained by LADWP for the intended safe Parallel operation of the Interconnector's/Interconnectors' System. This equipment, further described in Exhibit B and Exhibit D of this Agreement, is deemed by LADWP to be appurtenant and/or incidental to the Interconnector's/Interconnectors' System and will be located at the site of the Interconnector's/Interconnectors' System.

2.17. Laws: All applicable statutes, ordinances, rules, orders, regulations and codes of the City of Los Angeles, the State of California, and/or Federal governmental authorities having jurisdiction, including, but not limited to, the Charter of the City of Los Angeles as amended.

2.18. Parallel: Interconnecting and operating "in parallel" with LADWP's Electric System for longer than one second.

2.19. Property Owner: _____.

2.20. Prudent Utility Practices: Those practices, methods, and equipment, as changed from time to time, that are commonly used in prudent engineering and operations to design and operate electric equipment lawfully and with safety, dependability, efficiency, and economy.

2.21. Rate Ordinance: An ordinance, in accordance with City of Los Angeles Charter Subsection 676(a) or any amendments to or replacements of that subsection, approving the rates fixed by

the Board of Water and Power Commissioners of the City of Los Angeles (Board) for electric energy or surplus energy.

2.22. Rules: The Rules Governing Water and Electric Service in the City of Los Angeles adopted by the Board under Resolution No. 56, dated September 8, 1983, and all amendments, revisions, and replacements thereof.

2.23. Service Point: The point of interconnection between Customer's Site Location and the LADWP Electric System. If, as of the date when Customer executes this Agreement, LADWP is already using any meter(s) for Customer's account at the Customer's Site Location, such meter(s) are described in Subsection 4.1.

2.24. Tenant Customer: As defined in the version of LADWP's Net Energy Metering Guidelines in effect upon the Effective Date of this Agreement.

3. AGREEMENT: In consideration of the terms and conditions contained herein and the mutual benefit to be derived by this Agreement, the Parties further agree as follows:

3.1. Customer shall purchase electric service at Customer's Site Location, as needed, solely from LADWP according to the terms and conditions of the applicable Rate Ordinance(s) or rate contract(s).

3.2. Customer shall pay LADWP for all costs associated with the interconnection and intended safe Parallel operation of the Generation Facility and/or ESS in accordance with the terms and conditions contained herein.

3.3. Interconnector(s) agrees to accept electric service and supply from LADWP subject to the conditions of supply as provided by LADWP at Customer's Site Location. LADWP will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of Electric Service to Customer's Site Location, and to avoid any shortage or interruption of delivery. LADWP cannot, and does not, however, guarantee a continuous or sufficient supply of electrical current, or freedom from fluctuations of voltage, interruption of service, or shortage or insufficiency of supply.

3.4. Interconnector(s) shall own and operate, at Interconnector's/Interconnectors' complete risk and expense, the Interconnector's/Interconnectors' System in compliance with the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of Interconnector's/Interconnectors' System. A person or entity acting on Interconnector's/Interconnectors' behalf may operate and maintain the Interconnector's/Interconnectors' System in compliance with this Agreement and the Laws, Rate Ordinances, Electric Service Requirements, Prudent Utility Practices, and manufacturers' requirements applicable to ownership and operation of Interconnector's/Interconnectors' System. Meeting this requirement shall not relieve Interconnector(s) of its obligations under this Agreement.

3.5. Customer agrees to fully and completely hold harmless and release the City of Los Angeles, LADWP, their boards, officers, agents, employees, assigns, successors-in-interest, contractors, and sub-contractors from any equitable, tort, or statutory causes of action arising from the supply of electric service to Customer's Site Location, including, but not limited to, those due to electric voltage, fluctuations of voltage, interruptions of service for any reason or duration, shortage or insufficiency of supply, and negligence. Neither LADWP nor Customer shall be liable under any legal theory, including indemnity, warranty, contract, strict liability, or any other theory of liability, for any consequential, special, indirect or incidental damages, including, but not limited to, loss of profit, loss of use, cost of capital, or replacement power. LADWP will not be liable to Customer for interruption, shortage, or insufficiency of supply to Customer's Site Location caused by LADWP's ordinary negligence, the negligence of others, or any cause beyond LADWP's control,

or the ordinary negligence of LADWP's employees, servants, or agents. Furthermore, to the extent of liabilities expressly assumed by Interconnector(s) hereunder, Interconnector(s) shall provide a complete waiver of subrogation rights in favor of LADWP from all insurance carriers providing coverage to Interconnector(s).

3.6. When Interconnector(s) executes this Agreement and submits it to LADWP, Interconnector(s) shall also submit a complete Customer Submittal Package consisting of:

- Service Planning Information Form (SPIF);
- Electrical Plans for each Generation Facility and/or ESS:
 - 1) Single-Line Diagram
 - 2) Load Schedules;
- Plot and Site Development plans showing Generation Facility and/or ESS, AC disconnect, new and existing metering equipment locations, as well as LADWP paths of ingress and egress to the Generation Facility and/or ESS, disconnect, and metering equipment locations;
- Energy Source Information:
 - 1) Maximum kilowatt rating
 - 2) Nominal voltage output
 - 3) Voltage regulation
 - 4) Maximum fault current contribution;
- Protective system information:
 - 1) Protective system plan
 - 2) Manufacturer's data sheets, maintenance requirements, and maintenance log books for protective equipment; and
- Any additional information required by LADWP.

3.7. The single-line diagrams required from Interconnector(s) shall be attached as part of Exhibit A of this Agreement.

3.8. All documents described in Subsection 3.6 shall be maintained and updated by Interconnector(s) during the term of this Agreement, and such updates shall be provided to LADWP upon request.

3.9. Review by LADWP of Interconnector's/Interconnectors' original specifications or of any changes or modifications to those specifications shall not be construed as confirming or endorsing the design or as implying any warranty of safety or durability of the Generation Facility and/or ESS.

3.10. LADWP shall not, by reason of review or failure to review, be responsible for strength, quality, details of design, operation and maintenance practices, adequacy, or capacity of the Interconnector's/Interconnectors' System or its constituent equipment, nor shall LADWP's acceptance be deemed to be an LADWP approval or endorsement of the Interconnector's/Interconnectors' System or any other connected equipment of Interconnector(s). LADWP shall not be responsible for specified or expected Interconnector's/Interconnectors' System performance, service, warranty, or other guarantees. LADWP provides no guarantees of reliable function of Interconnector's/Interconnectors' System during a grid outage.

3.11. If the LADWP Facility is modified or constructed, a written description of the LADWP Facility will be attached to the Agreement after such modification or construction, in Exhibit D.

3.12. Within thirty (30) calendar days following the In-Service Date or at a date mutually agreed upon in writing between the Authorized Representatives, Interconnector(s) shall submit in writing to

LADWP's Authorized Representative a determination that the Interconnector's/Interconnectors' System meets the standards set forth by the manufacturer requirements and in the applicable Laws, Rate Ordinances, Electric Service Requirements, and this Agreement.

3.13. LADWP shall be the sole provider of Electric Service required by Customer at Customer's Site Location, provided, however, that Customer shall be entitled to fully utilize and consume the electric energy produced and stored by Interconnector's/Interconnectors' System in accordance with Laws, Rate Ordinances, Electric Service Requirements, and this Agreement. LADWP shall not be required to provide any electric service that would not comply with the Laws, Rate Ordinances, Electric Service Requirements, and this Agreement.

3.14. Interconnector's/Interconnectors' System shall not be operated in Parallel with LADWP's Electric System until LADWP has completed an inspection of the Interconnector's/Interconnectors' System and authorized connection thereof to LADWP's Electric System.

3.15. If Interconnector(s) has a Generation Facility and an ESS or ESS only, and the ESS is operated in Parallel with LADWP's Electric System, any discharge of the ESS shall be for self-consumption within Customer's Site Location and at Customer's service voltage and shall not export into LADWP's Electric System.

3.16. LADWP reserves the right to make measurements or other tests on Interconnector's/Interconnectors' System, from time to time, as specified in the Electric Service Requirements, subject to Section 9 of this Agreement. If measurements or tests determine that the Generation Facility and/or ESS does not meet the specifications of the Electric Service Requirements, LADWP will require Interconnector(s) to disconnect the Generation Facility and/or ESS from LADWP's Electric System pursuant to Section 5 of this Agreement. Interconnector(s) shall make, or cause to be made, the appropriate changes to the Interconnector's/ Interconnectors' System before reconnection to LADWP's Electric System.

3.17. Interconnector(s) shall not energize, at any time, a de-energized portion of LADWP's Electric System without express written permission from LADWP's Authorized Representative.

3.18. Interconnector(s) shall obtain and maintain in full force and effect and provide evidence of insurance for the Interconnector's/Interconnectors' System with limits not less than those set forth in Section 10 of this Agreement.

3.19. LADWP shall bill Customer for the actual costs to perform work incurred in the implementation of this Agreement pursuant to Subsections 1.3, 3.2, 4.2, 4.3, and 5.2 and Section 7 of this Agreement.

4. METERING:

4.1. Meter(s) that are already being used by LADWP for Customer's account at Customer's Site Location as of the date when Customer executes this Agreement are:

4.2. LADWP shall install, at Customer's complete expense, metering equipment and recorders at the Service Point and at the output point of the Generation Facility and/or ESS to measure electric energy and other electric parameters, as deemed appropriate by LADWP. LADWP-installed metering equipment and recorders shall be independent from and not connected to the generation or storage control systems.

4.3. Installation, operation, and responsibility for protective equipment shall be as set forth in the Electric Service Requirements. This includes installation by LADWP of telemetering equipment,

at Customer's complete expense, for Parallel Self Generation Facilities and/or ESS as required by the LADWP Electric Service Requirements.

4.4. On the In-Service Date, the demand, as recorded by LADWP's revenue meters at the Service Point, shall be reset to zero for billing purposes. Any demand incurred after the In-Service Date shall be used to determine the amount of the demand charges described in the applicable Rate Ordinance(s) or rate contract(s).

4.5. LADWP meters shall be sealed with LADWP seals only. The seals shall not be broken except when the meters are inspected, tested, or adjusted by LADWP. LADWP shall test the meters, at its own expense, in accordance with its routine practice and the Rules.

4.6. Customer may request testing of meters prior to their normally scheduled test dates, and LADWP shall test the meters upon request within a reasonable time. Customer shall be given reasonable notice to have a representative present at the time of meter testing. Customer shall pay for the cost of the requested meter testing if the meters are found to be within the tolerances specified within the Rules.

4.7. Disputes concerning alleged meter discrepancies shall be resolved in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), and the Rules.

5. DISCONNECTION OF THE GENERATION FACILITY AND/OR ESS:

5.1. The Parties recognize that, from time to time, certain improvements, additions, or other changes to the interconnection and protection equipment at the Interconnector's/Interconnectors' System or elsewhere at Customer's Site Location may be required for the intended safe Parallel operation of the Generation Facility and/or ESS with LADWP's Electric System. Such improvements, additions, or other changes shall be in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices. LADWP shall have the right to require Interconnector(s) to make those changes upon reasonable advance notice from LADWP's Authorized Representative. Failure of Interconnector(s) to comply within a reasonable period of time after receipt of such written notice may result in the Generation Facility and/or ESS being disconnected from LADWP's Electric System.

5.2. The Parties recognize that, from time to time, certain improvements, additions, or other changes to LADWP's Electric System may be required for the intended safe parallel operation of the Generation Facility and/or ESS. LADWP shall have the right to make those changes in accordance with Prudent Utility Practices and with reasonable advance notice to Customer. LADWP shall bill Interconnector(s) for such improvements, additions, or other changes in accordance with this Agreement.

5.3. LADWP shall require Interconnector(s) to disconnect the Generation Facility and/or ESS from LADWP's Electric System if Interconnector(s) does not comply with the covenants of this Agreement and applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, or Rules. Unless Subsection 5.4 applies, LADWP's Authorized Representative shall provide Interconnector(s) with thirty (30) calendar days' written notice of such intent and identify the issue(s) of non-compliance before LADWP may disconnect the Generation Facility and/or ESS. If Interconnector(s) determines that any such issue(s) cannot be cured within thirty (30) days, Interconnector(s) shall so notify LADWP with written notice within thirty (30) days of receiving LADWP's written notice. Interconnector's/Interconnectors' written notice shall contain a statement of the reasons why the issue(s) cannot be cured or complied with within thirty (30) days, and Interconnector(s) will provide an estimated schedule for curing the non-compliance. Upon receipt of such written notification from Interconnector(s), LADWP's Authorized Representative, at his or her sole discretion, may establish, after consultation with Interconnector(s), a new date to achieve compliance. If Interconnector(s) cures the non-

compliance issue(s) by the established date to achieve compliance, then LADWP will take no further action regarding that issue of non-compliance.

5.4. In accordance with procedures established in the Electric Service Requirements, LADWP shall require Interconnector(s) to disconnect the Generation Facility and/or ESS immediately from LADWP's Electric System upon the occurrence of an Emergency Condition involving the Generation Facility and/or ESS. In addition, LADWP shall require Interconnector(s) to disconnect the Generation Facility and/or ESS immediately from LADWP's Electric System (i) to allow LADWP to repair, replace, or maintain any equipment associated with LADWP's Electric System or (ii) if conditions on LADWP's Electric System require a reduction of Parallel generation for LADWP Power System reliability purposes.

5.5. Each Party shall endeavor to correct the condition on its respective electric system or equipment that resulted in the separation and shall coordinate reconnection of the Generation Facility and/or ESS for Parallel operation.

5.6. LADWP shall provide for reconnection of the Generation Facility and/or ESS to LADWP's Electric System when reasonable to do so in accordance with applicable Laws, Rate Ordinance(s), rate contract(s), Electric Service Requirements, Rules, and Prudent Utility Practices.

5.7. LADWP shall not be liable to Interconnector(s) or any person or entity acting on Interconnector's/Interconnectors' behalf, including, but not limited to, any agent, designee, contractor, or lessee, for damages (of any type or nature whatsoever) resulting from the connection or disconnection of the Generation Facility from LADWP's Electric System.

5.8. LADWP may, and without any liability therefor, and without prior notice, interrupt Electric Service to Customer's Site Location in the event of an Emergency Condition. In such a case, LADWP may apportion its available supply of electricity among all customers and in a manner that appears to it most equitable under the prevailing circumstances and conditions. The restoration of interrupted electrical service to Customer's Site Location, in such a case, will be performed by LADWP as rapidly as practicable and in the manner which, in the opinion of LADWP, will result in the greatest overall public benefit.

6. ELECTRIC SERVICE BILLING DETERMINATIONS: LADWP shall bill Customer for Electric Service after the end of each billing period. The bill shall be calculated using the applicable rate(s) in the appropriate rate schedule(s) in the applicable Rate Ordinance(s) or rate contract(s) and recorded billing data that shall consist of metered values deemed required by LADWP. The recorded billing data shall be obtained from LADWP revenue meters and recorders.

7. INTERCONNECTION BILLING DETERMINANTS:

7.1. This Section 7 shall apply (i) if, after initial review of the Generation Facility and/or ESS plans and specifications or after review of any proposed improvements, additions, or other changes to the Generation Facility and/or ESS plans and specifications, LADWP determines that an LADWP Facility must be constructed or modifications must be made to LADWP's Electric System for the intended safe operation of the Generation Facility and/or ESS in Parallel with LADWP's Electric System, or (ii) LADWP otherwise determines that modifications must be made to LADWP's Electric System for the intended safe operation of the Generation Facility and/or ESS in Parallel with LADWP's Electric System.

7.2. For each detailed cost estimate and detailed design for the LADWP Facility and modifications to LADWP's Electric System, LADWP shall bill Customer a nonrefundable amount equal to ten (10) percent of the preliminary estimate of the Interconnection Costs. The estimate made shall be based on Generation Facility and/or ESS specifications, pursuant to Subsection 3.6. Upon receipt of the nonrefundable amount, LADWP shall prepare a detailed cost estimate and a detailed design in a timely manner.

7.3. LADWP shall bill Customer for the amount of the Interconnection Costs based on the detailed cost estimate, less the amount previously advanced pursuant to Subsection 7.2.

7.4. Upon receipt of the necessary funds, LADWP shall proceed with the LADWP Facility and any necessary modifications to the electric system for the intended safe parallel operation of the Generation Facility and/or ESS.

7.5. If it is determined, at the completion of the LADWP Facility, that Customer has advanced funds which are greater or less than the actual Interconnection Costs, LADWP's Authorized Representative shall make the appropriate adjustments within ninety (90) calendar days after the in-service date of the new or modified LADWP Facility. Payment shall be made within thirty (30) calendar days thereafter.

7.6. LADWP shall bill Customer monthly for maintenance service on the LADWP Facility pursuant to Exhibit C of this Agreement.

7.7. If it is determined, pursuant to Subsection 1.3 or 5.2 of this Agreement, that LADWP must make improvements, additions, or other changes to either the LADWP Facility or to LADWP's Electric System, LADWP shall bill Customer for all costs incurred for such improvements, additions, or other changes. The Maintenance Costs determined pursuant to Exhibit C shall be modified to reflect changes in the LADWP Facility.

8. BILLINGS AND PAYMENTS

8.1. Billings and payments pursuant to Section 7, Interconnection Billing Determinants, shall be transmitted to the following addresses:

- If to LADWP:
 Department of Water and Power of the City of Los Angeles
 PO Box 30870, Room 434
 Los Angeles, California 90030-0870
 Attention: General Accounting

- If to Customer:

8.2. Billing and payments pursuant to Section 4, Metering, and Section 6, Electric Service Billing Determinations, shall be transmitted to the following addresses:

- If to LADWP:
 Department of Water and Power of the City of Los Angeles
 PO Box 51111
 Los Angeles, California 90051-5700
 Attention: Accounts Receivable

- If to Customer:

8.3. Each Party may change, by written notice to the other Parties, the name or address of the person to receive invoices or payments pursuant to this Agreement.

8.4. All bills for Electric Service, except as provided otherwise in this Agreement, are due and payable by Customer upon presentation. Payment shall be made in accordance with the Rules.

8.5. If the correctness of any bill for Electric Service, or any part thereof, or if the correctness of other charges or practices of LADWP is disputed by Customer, LADWP shall conduct an investigation in accordance with the Rules.

9. INGRESS AND EGRESS:

9.1. LADWP shall have, at all times, the right of ingress to and egress from Interconnector's/Interconnectors' premises for the following reasons:

- Any purpose related to furnishing or receiving electric energy, including, but not limited to, inspection and maintenance; or
- In order to exercise any and all rights secured to LADWP by Law, this Agreement, the Electric Service Requirements, or the Rules.

9.2. While on Interconnector's/Interconnectors' premises, LADWP shall abide by Interconnector's/Interconnectors' safety rules and regulations.

10. INSURANCE:

10.1. If the Interconnector's/Interconnectors' System has a total installed nameplate rating greater than 3 megawatts (MW), Interconnector(s) shall, at Interconnector's/Interconnectors' complete expense, maintain in effect, at all times, insurance with limits not less than those set forth below. Any insurance carried by LADWP, which may be applicable, shall be deemed to be excess insurance. Interconnector's/Interconnectors' insurance shall be deemed to be primary.

10.2. The insurance referenced in Subsection 10.1 of this Agreement shall be comprised of Commercial General Liability Insurance including Premises and Operations, Contractual Liability, Products and Completed Operations, Property Damage, Personal Injury, Independent Contractors, and, if applicable, Explosion, Collapse, and Underground Hazard. However, in lieu of maintaining commercial insurance in the amount(s) specified in this Agreement, Interconnector(s) may provide evidence to LADWP of a formal program of self-insurance in effect that is acceptable to LADWP's Risk Manager at said Risk Manager's sole discretion.

10.3. If the Interconnector's/Interconnectors' System has a total installed nameplate rating greater than 3 MW-AC, Interconnector(s) shall provide evidence of insurance coverage for a combined single limit of not less than \$1,000,000 for each occurrence and in the aggregate. In addition, Interconnector(s), shall provide evidence of All Risk Property insurance including Boiler and Machinery/Mechanical Breakdown coverage in the amount of the full replacement value of the Interconnector's/Interconnectors' System. Interconnector(s) shall provide a waiver of subrogation from the All Risk Property Insurer in favor of LADWP.

10.4. Interconnector(s) shall furnish LADWP's Risk Manager with evidence of insurance acceptable to LADWP's Risk Manager, at the address shown in Subsection 10.5, that includes all required endorsements to the policy(ies).

10.5. The insurance endorsements shall name the City of Los Angeles, the Board, LADWP, and their officers, agents and employees, while acting within the scope of their employment, as additional insureds. The endorsements shall also contain a provision that the policy cannot be canceled or reduced in coverage or amount without first giving thirty (30) calendar days' written notice by registered mail to LADWP at the following address:

Department of Water and Power of the City of Los Angeles
PO Box 51111, Room 465
Los Angeles, CA 90051
Attention: Risk Management Section

10.6. The foregoing insurance requirements are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Interconnector(s) under this Agreement.

10.7. Failure of Interconnector(s) to maintain such insurance, or to provide such endorsements to LADWP when due, shall result in the disconnection of the Interconnector's/Interconnectors' System from LADWP's Electric System pursuant to Section 5.

11. INDEMNIFICATION: Interconnector(s) undertakes and agrees to indemnify and hold harmless the City of Los Angeles, LADWP, and their boards, officers, agents, employees, assigns, representatives, successors-in-interest, contractors, and subcontractors, and, at the option of LADWP, defend the same, from and against any and all suits, causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever, for death, bodily injury, or personal injury to any person, including Interconnector's/Interconnectors' employees and agents, or damage or destruction to, or loss of use of, any property of either party hereto or third persons, in any manner arising by reason of or incident to this Agreement, including, but not limited to, disposal and/or recycling of Interconnector's/Interconnectors' System, except for those resulting from the sole negligence or willful misconduct of LADWP.

12. DEFAULT:

12.1. Default by Interconnector(s): The occurrence of any of the following shall constitute a material breach and default of this Agreement by Interconnector(s):

- Failure by Interconnector(s) to make payment to LADWP of uncontested amounts when due; or
- Failure by Interconnector(s) to comply with requirements pertaining to the safety of persons or property set forth herein or in the applicable Laws, Rate Ordinance(s), rate contract(s), the Electric Service Requirements, or the Rules; or
- Failure by Interconnector(s) to substantially observe and perform any other material provision of this Agreement within thirty (30) calendar days of receiving written notice from LADWP of the provisions of this Agreement with which LADWP believes Interconnector(s) has not complied. If Interconnector(s) determines that any such provision cannot be complied with within thirty (30) days, Interconnector(s) shall so notify LADWP in writing within thirty (30) days of receiving LADWP's written notice. Interconnector's/Interconnectors' written notice(s) shall contain a statement of the reasons why the provision cannot be complied with within thirty (30) days, and Interconnector(s) shall provide an estimated schedule for compliance with the provision. Upon receipt of such written notification(s) from Interconnector(s), LADWP's Authorized Representative, at his or her sole discretion, may establish, after consultation with Interconnector(s), a new date to achieve compliance. If Interconnector(s) complies with the provision by the established date to achieve compliance, then LADWP will take no further action regarding that instance of non-compliance.

12.2. Default by LADWP: Failure by LADWP to substantially observe and perform any material provision required by this Agreement, where such failure results in a condition materially harmful to Interconnector(s) and continues for thirty (30) calendar days after receipt of written notice from Interconnector(s), shall constitute a material breach and default by LADWP of this Agreement, provided, however, that if the nature of such default is curable, but that the same cannot with due diligence be cured within the thirty (30) calendar day period, LADWP shall not be deemed to be in default if it commences to cure the default within the thirty (30) calendar day

period and thereafter diligently prosecutes the same to completion.

13. REMEDIES UPON DEFAULT: LADWP shall be entitled to monetary damages based on proof of actual damages resulting from default of Interconnector(s). Interconnector(s) shall be entitled to monetary damages based on proof of actual damages resulting from default of LADWP. Whichever of LADWP or the Interconnector(s) is the non-defaulting Party shall have the right to terminate this Agreement upon the occurrence of any of the events of default described in Section 12 of this Agreement.

14. FORCE MAJEURE: No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to make payments due) because of failure of or threat of failure of facilities, flood, earthquake, storm, wildfire, lightning, epidemic (excluding COVID-19), pandemic (excluding COVID-19), quarantine restrictions (excluding COVID-19), war, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome and is beyond the reasonable control of the affected Party (Force Majeure). If LADWP is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, LADWP shall give written notice of such fact to Interconnector(s) within five (5) days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. If Interconnector(s) is rendered unable to fulfill any obligation under this Agreement by reason of a Force Majeure event, Interconnector(s) shall give written notice of such fact to LADWP within five (5) days of such inability and shall exercise due diligence to remove such inability with all reasonable dispatch. All Parties shall use reasonable efforts to mitigate the effect of a Force Majeure event.

15. AUTHORIZATION AND APPROVALS:

15.1. Each Party shall obtain all the necessary authorizations, licenses, approvals, and permits from Federal, State, or local agencies having jurisdiction.

15.2. This Agreement and all operations hereunder are subject to the applicable Laws.

16. EFFECT OF SECTION HEADINGS: Section headings appearing in this Agreement are inserted for convenience only and shall not be construed as interpretations of text.

17. NONWAIVER: None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing. Any omission or failure of any Party to demand or enforce strict performance of provisions of this Agreement shall not be construed as a waiver or as a relinquishment of any rights. All provisions and rights shall continue and remain in full force and effect as if such omission or failure had not occurred.

18. NONDEDICATION OF FACILITIES: This Agreement shall not be construed as a dedication of any properties or facilities, or any portion thereof, by LADWP to Interconnector(s) or the public or by Interconnector(s) to LADWP or the public.

19. NO THIRD-PARTY BENEFICIARIES: This Agreement is for the sole benefit of the Parties hereto and shall not be construed as granting rights to any person or entity other than the Parties or imposing on either Party obligations to any person other than a Party.

20. NOTICES:

20.1. Any written communications regarding this Agreement shall be deemed to be made on the date of delivery if delivered in person, three (3) days after mailing if sent by registered or certified mail (postage prepaid), or on the date sent by email, to the person specified below.

- If to Customer:
Contact Name: _____
Contact Address: _____
Email: _____ Phone: _____

- If to LADWP:
Department of Water and Power of the City of Los Angeles
2633 Artesian Street, Room 210
Los Angeles, CA 90031
Attention: LADWP Interconnection Coordinator

- If to Property Owner:
Contact Name: _____
Contact Address: _____
Email: _____ Phone: _____

20.2. LADWP may change, by written notice to Interconnector(s), the name or address of the person to receive written communications regarding this Agreement.

20.3. Interconnector(s) may change, by written notice to LADWP, the name or address of the person(s) to receive written communications regarding this Agreement.

21. TRANSFER OF INTEREST: No Party shall assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Parties. The consent to assign or transfer shall not be unreasonably withheld. LADWP's Director of Power New Business and Electrification Division or designee shall execute assignment or transfer of this Agreement or the consent to assign or transfer this Agreement.

22. SEVERAL OBLIGATIONS: Except as otherwise required for public entities under California Government Code Section 895 et seq. or any amendments to or replacements of that chapter, the duties, obligations, and liabilities of LADWP and any Interconnector(s) under this Agreement are several and not joint or collective with respect to each other. If Customer is a Tenant Customer as defined herein, the duties, obligations, and liabilities of Customer and Property Owner under this Agreement are several and joint or collective with respect to each other to the fullest extent of the law; LADWP may hold one or both completely responsible and liable for all duties, obligations, and liabilities of an Interconnector under this Agreement to the fullest extent of the law. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture between LADWP and Interconnector(s) or to impose a trust or partnership duty, obligation, or liability on LADWP or any Interconnector with regard to the other Party.

23. SEVERABILITY: If any paragraph, sentence, clause, phrase, or word shall become without full effect due to any judicial decision or change in applicable Laws, the fully effective portion of this Agreement shall remain in full force and effect provided that the purposes of this Agreement can still be fulfilled.

24. EFFECTIVE DATE AND TERM:

24.1. This Agreement shall become effective upon the "Effective Date", which is the first day upon which the Agreement has been executed by all Parties.

24.2. Unless terminated earlier under Section 13, this Agreement shall remain in full force and effect until terminated by mutual written agreement of the Parties or until LADWP is made aware that Customer no longer has the right to use Interconnector's/Interconnectors' System, whichever comes first.

24.3. Upon the date of termination of this Agreement, all rights to services provided hereunder shall cease, and no Party shall claim or assert any continuing right to such services hereunder. However, such termination shall not affect the rights and obligations to pay money for transactions occurring prior to termination. Following the termination of this Agreement, the provisions of Section 11 shall survive for periods when Customer has the right to use Interconnector's/Interconnectors' System.

- 25. GOVERNING LAW AND VENUE:** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California and the City of Los Angeles, without regard to conflict of law principles. All litigation arising out of, or relating to, this Agreement shall be brought in a State or Federal court in the County of Los Angeles in the State of California. The Parties irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of California and waive any defense of forum non conveniens. Interconnector(s) must comply, to the extent applicable, with California law governing claims by or against public entities and presentment of such claims.
- 26. UNDERSTANDING:** This Agreement contains the entire understanding between LADWP and Interconnector(s) with respect to the subject matter hereof; and there are no other promises, terms, conditions, obligations, understandings, or agreements between LADWP and Interconnector(s) with respect thereto. This Agreement supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the LADWP and Interconnector(s) with respect to the subject matter hereof.
- 27. REPRESENTATION:** Each Party has been represented by legal counsel in the negotiation and execution of this Agreement. Each Party agrees that in any action to enforce the terms of this Agreement that each Party shall be responsible for its own attorney fees and costs.
- 28. EXHIBITS:** Exhibits A through D attached hereto are incorporated herein by this reference. All terms used in Exhibits A through D, when initially capitalized, whether in the singular or plural tense, shall have the meaning used in this Agreement.
- 29. COUNTERPARTS AND SIGNATURES:** This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures.

REMAINDER OF PAGE IS BLANK

30. EXECUTION: IN WITNESS WHEREOF, the signatories hereto represent that they have read and understood this Agreement and that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. This Agreement is hereby executed on the day and year written below.

INTERCONNECTOR(S):

CUSTOMER: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

PROPERTY OWNER: _____

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

CITY OF LOS ANGELES ACTING BY AND THROUGH
THE DEPARTMENT OF WATER AND POWER

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

NAME (SIGNATURE): _____

NAME (PRINT): _____

TITLE: _____

DATE: _____

EXHIBIT A

CUSTOMER GENERATION AND/OR ESS DATA SHEETS

Generation Facility and/or Energy Storage System (ESS) Project Information					
Facility Name:					
Facility Address:					
Owner Name:					
Project Contact Person:					
Developer Company Name:					
Project Contact Phone:					
Requested In-Service Date:					
Construction Start Date:					
Interconnection Operating Voltage:					
<u>ECONOMIC CHARACTERISTICS:</u>					
Capital Costs	\$	O&M Costs	\$/Year	Fuel Costs	\$/Year
<u>GENERATION FACILITY DESCRIPTION:</u> (Attach additional pages to Exhibit A if necessary)					
Attached Schematic and/or Single-Line Diagram:					
Written Description:					

Generation Facility Project Details																							
Nameplate Rating																							
Operations: Schedule												Hours/Day						Days/Year					
Typical Daily Profile:																							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>INTERCONNECTION WITH LADWP:</u>																							
_____ Isolated, no connection to power grid.												_____ Parallel, connected to grid to purchase power.											
_____ Parallel, connected to grid, utility owned or operated.												_____ Electric load including planned expansions.											

ANNUAL PLAN PRODUCTION/USE CHARACTERISTICS:					
Output:					
Electric	kWh	Thermal	Billion BTUs	Mechanical	HP-Hr
Consumption:					
Electric	kWh	Thermal	MM BTUs		
Peak Demand:					
Thermal	MM BTU/Hr				
System Efficiency:					
Net Heat Rate:		BTU/kWh			
Fuel Type:					
Amount of Fuel Used:		MMBTUs			

Energy Storage System Project Details	
Energy Storage System Installer:	
Energy Storage/Battery Make:	
Energy Storage/Battery Model:	
Grid Interface Device Make & Model Number (Inverter):	
AC or DC Coupled Interconnection:	
Indoor/Outdoor Enclosure Rating:	
Battery Chemistry (if applicable):	Battery Shape (if applicable):
Number of Battery Packs (if applicable):	Number of Inverters:
Location: <input type="checkbox"/> Indoor / <input type="checkbox"/> Outdoor	Location Description:
Continuous Rated Storage Charging Power:	
Continuous Rated Storage Discharging Power:	
Maximum Charge Rate:	
Maximum Discharging rate:	
Maximum Discharging Capacity:	
Usable Energy Capacity (100% Depth of Discharge):	

Roundtrip Efficiency:																							
Rated Cycle Lifetime Span:																							
Will Energy Storage/Battery be charged from the LADWP grid?																							
Will Energy Storage/Battery be charged from Customer-owned generation?																							
APPROXIMATE TIMES FOR ENERGY STORAGE CHARGE AND DISCHARGE:																							
Charge Hours:																							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Discharge Hours:																							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LADWP USE ONLY:			
Account Representative:			
IS No.		Voltage Connection:	

EXHIBIT B

**SINGLE-LINE DIAGRAM AND EQUIPMENT LIST
FOR THE LADWP FACILITY**

If the LADWP Facility is constructed, a single-line diagram and equipment list for the LADWP Facility will be attached to this Exhibit after the LADWP Facility has been designed and constructed. LADWP's Authorized Representative will provide a copy of Exhibit B for Customer's files.

EXHIBIT C

MONTHLY CHARGE FOR MAINTENANCE SERVICE

If the LADWP Facility is constructed or modified, the monthly charge for maintenance service on the LADWP Facility shall be based on the purchase price of all equipment installed at the LADWP Facility necessary for the intended safe Parallel operation of Generation Facility.

Initially, the monthly charge will be equal to one-half (1/2) percent of the estimated cost of such equipment.

The monthly maintenance service charge shall begin on the first day of the first month following the In-Service Date. If the In-Service Date does not fall on the first of the month, the first monthly bill shall be prorated to include the partial month, plus the normal monthly payment. For minimal cost projects, the monthly charge for maintenance service may be billed on a quarterly, semi-annual, or annual basis for the preceding three (3), six (6), or twelve (12) months.

When the actual costs for the LADWP Facility equipment have been determined, the monthly maintenance service charge shall be adjusted to reflect the true cost of the equipment. Adjustments to the monthly charge will also be made whenever equipment is removed or installed pursuant to Subsection 1.3 herein.

The monthly charge for maintenance service shall be adjusted annually by LADWP for inflation. Such adjustments shall be equal to the current monthly charge times the sum of one (1) plus the percentage change in the Consumer Price Index for all Urban Consumers for the Los Angeles area containing all items, not seasonally adjusted, and using 1982–1984=100 as the reference base (CPI). Adjustments shall become effective January 1 of the first year following the Effective Date. Inflation adjustments shall be made as soon as the CPI information becomes available.

EXHIBIT D
**WRITTEN DESCRIPTION OF THE
CONSTRUCTED OR MODIFIED LADWP FACILITY**