

## LETTER AGREEMENT

May 4, 2021

Chris Bullinger  
President & CEO  
Hecate Grid, LLC  
621 West Randolph Street  
Chicago, IL 60661

Re: Letter Agreement for the Ortega Grid Project WDT1636

Dear Mr. Wapner:

Hecate Grid, LLC (“Interconnection Customer”) is proposing to construct and operate the Ortega Grid Project (“Project”), a 24.75 MW (gross), 20 MW (at Point of Interconnection) Battery Energy Storage Systems (“BESS”) Generating Facility to be located in Lake Elsinore, California. Interconnection Customer submitted an Interconnection Request to Southern California Edison Company (“SCE”), pursuant to the Wholesale Distribution Access Tariff (“WDAT”), to interconnect the Project at SCE’s Mayer 33 kV distribution circuit. Interconnection Customer’s Interconnection Request was received by SCE during the Queue Cluster 12 (“QC12”) application window.

All capitalized terms used herein, and not otherwise defined, shall have the meaning ascribed to that term in Attachment I to the WDAT, Generator Interconnection Procedures (“GIP”). Interconnection Customer and SCE are sometimes referred to herein individually as “Party” and collectively as “Parties.”

In the interest of working towards the achievement of Interconnection Customer’s expected operating date, as set forth in Exhibit D (Milestones), the Interconnection Customer desires for SCE to commence certain work prior to executing the Generator Interconnection Agreement (“GIA”<sup>\*</sup>). Accordingly, the purpose of this letter agreement (“Agreement”) is to agree upon an interim arrangement pursuant to which SCE will commence, and Interconnection Customer will pay for, the Work, as described herein, according to the following terms and conditions:

1. **Work.** SCE will perform the Work, as described in Exhibit A, upon payment of amounts described in Section 2 and according to the terms provided herein. SCE shall perform the Work only after receipt of the payments and financial security set forth in Exhibit C, as may be modified by Section 2.2 and any applicable milestones set forth in Exhibit D. The Interconnection Customer acknowledges and understands that completion of the Interconnection Studies, if applicable, may identify required Network Upgrades and/or

<sup>\*</sup>note: GIA references the Generator Interconnection Agreement for a Generating Facility under the Cluster Study Process, Appendix 5 under the GIP, Attachment 1

additional or modified Interconnection Facilities and Distribution Upgrades necessary to enable operation of the Project at the full net output and understands that any such Network Upgrades and/or additional Interconnection Facilities and Distribution Upgrades will be included in the GIA as a required scope to allow full operation of the Project.

## 2. **Payments and Financial Security**

- 2.1. **Payments/Security.** In order for SCE to perform its obligations under the terms and conditions of this Agreement, Interconnection Customer shall provide to SCE the payments and financial security, in such estimated amounts as set forth in Exhibits B and C (as may be modified as described in Section 2.2) and in such form and on such dates as set forth in Exhibit C. SCE will provide the Interconnection Customer an invoice of such payment obligations, which must be paid by the payment dates in Exhibit C.
- 2.2. **Additional Amounts.** SCE shall notify Interconnection Customer in writing within a reasonable time if SCE learns that charges and expenses are likely to exceed the estimated amounts specified in Exhibit B, warranting adjustments to amounts in Exhibit C. In the event of such notification, SCE shall specify the payment and corresponding financial security increase(s) and Interconnection Customer shall pay such additional amounts within thirty (30) Calendar Days of receipt of an invoice for such additional amounts. For Network Upgrades, such additional amounts will not result in costs exceeding the Interconnection Customer's maximum cost responsibility identified in the Interconnection Studies, which may be modified in subsequent reassessments. The Parties will agree to amend the Agreement in order to reflect and collect the additional amounts required, subject to FERC's approval, as applicable, before an invoice for the additional amounts is issued to the Interconnection Customer.
- 2.3. **Failure to Pay; Insolvency.** Subject to Section 3.2, in the event that Interconnection Customer fails to provide payment for amounts incurred or irrevocably committed to be incurred, or fails to provide financial security, pursuant to this Agreement, SCE may (a) immediately stop Work; (b) draw on the Interconnection Financial Security for any amounts due to SCE during the term of this Agreement, and/or (c) terminate this Agreement by written notice of cancellation effective upon FERC approval. In the event that Interconnection Customer (i) is dissolved; (ii) becomes insolvent; (iii) becomes the subject of a petition in bankruptcy, either voluntary or involuntary, or in any other proceeding under federal bankruptcy laws; (iv) makes an assignment for the benefit of creditors, excluding any assignment for financing purposes; (v) is named in a suit for the appointment of a receiver, SCE may, in addition to (a) through (c) above, draw on the Tax Security (as defined in the GIA) for any tax liability imposed on SCE during the term of this Agreement.

3. **Dispute.** Disputes arising out of or in connection with this Agreement shall be resolved as follows:

- 3.1. **Submission.** In the event either Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the “disputing Party”) shall provide the other Party with written notice of the dispute or claim (“Notice of Dispute”). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the other Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the other Party’s receipt of the Notice of Dispute, such claim or dispute may, upon mutual agreement of the Parties, be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below. In the event the Parties do not agree to submit such claim or dispute to arbitration, each Party may exercise whatever rights and remedies it may have in equity or at law consistent with the terms of this Agreement.
- 3.2. **Payment Dispute.** In the event of a billing dispute between SCE and the Interconnection Customer, SCE shall continue to perform the Work under this Agreement as long as the Interconnection Customer: (i) continues to make all payments not in dispute; and (ii) pays to SCE or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If the Interconnection Customer fails to meet these two requirements for continuation of service, then SCE may invoke remedies in Section 2.3. Within thirty (30) Calendar Days after the resolution of the dispute, the Party that owes money to the other Party shall pay the amount due with interest calculated in accordance with the methodology set forth in FERC’s Regulations at 18 C.F.R. § 35.19a(a)(2)(iii).
- 3.3. **External Arbitration Procedures.** Any arbitration initiated under this Agreement shall be conducted before a single neutral arbitrator appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) Calendar Days of the submission of the dispute to arbitration, each Party shall choose one arbitrator who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) Calendar Days select a third arbitrator to chair the arbitration panel. In either case, the arbitrators shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“Arbitration Rules”) and any applicable FERC regulations; provided, however, in the event of a conflict between the Arbitration Rules and the terms of Section 3, the terms of this Section 3 shall prevail.
- 3.4. **Arbitration Decisions.** Unless otherwise agreed by the Parties, the arbitrator(s) shall render a decision within ninety (90) Calendar Days of appointment and shall notify the Parties in writing of such decision and the reasons therefor. The

arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any provision of this Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act or the Administrative Dispute Resolution Act. The final decision of the arbitrator must also be filed with FERC if it affects jurisdictional rates, terms and conditions of service, Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

- 3.5. **Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable: (1) the cost of the arbitrator chosen by the Party to sit on the three-member arbitration panel and one half of the cost of the third arbitrator chosen; or (2) one half the cost of the single arbitrator jointly chosen by the Parties.
4. **Milestone Schedule.** The milestone schedule is attached as Exhibit D. SCE shall use commercially reasonable efforts to complete the Work in accordance with this schedule; however, SCE does not warrant the Work will be completed in time to meet such deadlines, and Interconnection Customer understands and acknowledges that such deadlines are only estimates and that the due dates in Exhibit D are dependent on Interconnection Customer coordinating with SCE to complete the milestones as specified in a timely manner. SCE shall not be liable for any cost or damage incurred by Interconnection Customer as a result of or due to any delay in the completion of the Work pursuant to the milestone schedule.
5. **Termination.**
  - 5.1. Except for terms that survive termination, this Agreement shall terminate upon the earliest of the following to occur: (i) notice that this Agreement is not accepted for filing by FERC, if applicable; (ii) the effective date of the GIA, which the Parties intend to supersede this Agreement; (iii) the Interconnection Customer's receipt of SCE's notice of cancellation pursuant to Section 2.3, which is subject to acceptance by FERC; (iv) two (2) Business Days after receipt by SCE of a termination notice from Interconnection Customer to SCE at any time and for any reason; or (v) withdrawal of the Interconnection Customer's Interconnection Request for the Project.
  - 5.2. In the event that either Party terminates this Agreement for reasons other than the execution of the GIA, SCE shall use commercially reasonable efforts to mitigate the costs, damages, and charges arising as a consequence of such termination. To that end, SCE shall cancel, to the extent possible, any pending orders of, or return, any materials, or equipment procured pursuant to this Agreement. To the extent that Interconnection Customer has already paid SCE for any or all costs of such materials, equipment or contracts cancelled or returned, SCE shall refund such amounts to Interconnection Customer, less any costs or penalties incurred by SCE to cancel pending orders, or return, of such materials and equipment.

- 5.3. In the event that this Agreement is terminated or if the Work is completed before the effective date of the GIA and a payment shortfall exists pursuant to Section 5.3.2 of this Agreement, SCE shall make reasonable efforts to submit a final invoice to Interconnection Customer of all charges and expenses within twelve (12) months from the date of termination of or completion of the Work performed under this Agreement. In such event, the following true-up process will be used:
- 5.3.1. **Payment Excess.** In the event that Interconnection Customer's payment(s) paid in accordance with this Agreement exceeds the amount of SCE's charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement, SCE shall return the excess amount without interest to Interconnection Customer within thirty (30) Calendar Days after the date of a final invoice without offset for any amount that may be in dispute. For Network Upgrades, any refundable payment amount will be made in accordance with the GIP.
- 5.3.2. **Payment Shortfall.** In the event that Interconnection Customer's payment(s) paid in accordance with this Agreement is less than the amount of SCE's charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement, then Interconnection Customer shall pay the difference, without interest, within thirty (30) Calendar Days of the date of receipt of a final invoice, without offset for any amount which may be in dispute. If Interconnection Customer fails to pay the final invoice, SCE shall also have the right to draw on the Interconnection Financial Security for any payment shortfall. For Network Upgrades, the Interconnection Customer will be invoiced and/or SCE shall have the right to draw on the Interconnection Financial Security for any payment shortfall up to the Interconnection Customer's maximum cost responsibility.
- 5.4. In the event that Interconnection Customer elects to terminate this Agreement but still take delivery of materials or equipment procured pursuant to this Agreement, Interconnection Customer shall assume all payment obligations with respect to delivery of such materials, equipment, and contracts, and SCE shall transfer such materials and equipment, and, if necessary, assign such contracts, to Interconnection Customer as soon as reasonably practicable, at Interconnection Customer's expense. In the event that Interconnection Customer has not already paid its share of Network Upgrade costs (all costs and expenses incurred or irrevocably committed to finance pre and post Construction Activities for Network Upgrades) immediately upon termination of this Agreement, SCE will liquidate the Interconnection Customer's Interconnection Financial Security associated with its cost responsibility for Network Upgrades, in accordance with Sections 4.8.5 and 5.9.5 of the GIP.
- 5.5. In the event that Interconnection Customer and SCE enter into a GIA concurrently with the termination of this Agreement, then any applicable work product generated by SCE and any associated payments made by Interconnection

Customer pursuant to this Agreement not already credited shall be reflected in the scope of, and the amount due under, such GIA.

## 6. Taxes

- 6.1. The Parties intend that all payment(s) made by Interconnection Customer to SCE pursuant to this Agreement shall be non-taxable in accordance with the Internal Revenue Code and any applicable state income tax laws, and shall not be taxable as contributions in aid of construction or otherwise under the Internal Revenue Code and any applicable state income tax laws. Interconnection Customer shall protect, indemnify and hold harmless SCE from the cost consequences of any income tax liability imposed against SCE as the result of payment(s) made by Interconnection Customer to SCE under this Agreement, as well as any interest and penalties. The financial security for the estimated tax liability set forth in Exhibits B and C shall terminate at the earlier of (1) the expiration of the ten (10) year testing period and the applicable statute of limitation, as it may be extended by SCE upon request of the Internal Revenue Service (“IRS”), to keep these years open for audit or adjustment, or (2) the occurrence of a subsequent taxable event and the payment of any related indemnification obligations.
  - 6.2. If SCE or the IRS makes a determination that the payment(s) made pursuant to this Agreement are taxable as contributions in aid of construction, either: (i) SCE may draw on the financial security provided by the Interconnection Customer for the estimated tax liability held on behalf of the Project to pay the tax liability imposed on SCE; or (ii) Interconnection Customer may elect to make a nonrefundable cash payment to SCE within thirty (30) Calendar Days of receipt of the invoice in the actual amount of the resultant tax liability. The tax liability will be calculated using the methodology described in Article 5.17.4 (Tax Gross-Up Amount) of the GIA and in accordance with IRS Notice 2016-36.
7. **Uncontrollable Force.** No Party shall be considered to be in default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Uncontrollable Force, which for purposes of clarity shall include pandemic. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Uncontrollable Force shall give notice and the full particulars of such Uncontrollable Force to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this Section 7 shall be confirmed in writing as soon as reasonably possible and shall specifically state the full particulars of the Uncontrollable Force, the time and date when the Uncontrollable Force occurred, and when the Uncontrollable Force is reasonably expected to cease. The Party affected shall exercise due diligence to remove such disability with reasonable dispatch, but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.
8. **Indemnity.** Each Party shall at all times indemnify, defend, and hold the other Party harmless from, any and all Losses arising out of or resulting from the other Party’s action or inactions with respect to its obligations under this Agreement on behalf of the indemnifying

Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

9. **Consequential Damages.** In no event shall any Party be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, or cost of temporary equipment or services, whether based in whole or in part in contract or in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to another Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.
10. **Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the complete and final expression of the agreement between the Parties and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and other agreements, which may have been made in connection with the subject matter of this Agreement. Nothing in this Agreement is intended or shall be deemed to require SCE or Interconnection Customer to enter into any other agreement, including without limitation any agreement to interconnect the Project. Should the Parties enter into a GIA, such GIA will supersede this Agreement.
11. **Insurance.** Each Party shall maintain insurance coverage consistent with the requirements as set forth in the GIA.
12. **Access Rights.** Each Party shall provide access rights consistent with the requirements as set forth in the GIA.
13. **Waiver.** Any waiver at any time by either Party of its rights with respect to this Agreement, shall not be deemed a waiver with respect to any other failure to comply with any obligation, right or duty of this Agreement. Any delay, with the exception of the statutory period of limitation in assessing or enforcing any right, shall not be deemed a waiver of such right.
14. **No Joint Liability.** The covenants, obligations, and liabilities of the Parties are intended to be several and not joint or collective, and nothing contained in this Agreement shall ever be construed to create an association, joint venture, trust, or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided in this Agreement. Neither Party shall be under the control of the other Party. Neither Party shall be the agent of or have a right or power to bind the other Party without such other Party's express written consent.
15. **No Third Party Beneficiaries.** The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary either of this Agreement or of any duty, covenant, obligation, or undertaking established herein.

16. **Governing Law.** This Agreement shall be interpreted by and in accordance with the laws of the State of California, without regard to the principles of conflict of laws therefor, or the laws of the United States, as applicable, as if executed and to be performed wholly within the United States.
17. **Successors and Assigns.** This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may be assigned by a Party only with the written consent of the other Party; provided that a Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that the Interconnection Customer shall have the right to assign this Agreement, without the consent of the other Party, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will require any secured party, trustee or mortgagee to notify the other Party of any such assignment. Any financing arrangement entered into by the Interconnection Customer pursuant to this Section will provide that prior to or upon the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee will notify the other Party of the date and particulars of any such exercise of assignment right(s). Any attempted assignment that violates this Section is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.
18. **Survival.** Indemnity obligations and obligations to pay charges and expenses incurred or irrevocably committed to be incurred pursuant to this Agreement will survive termination of this Agreement.
19. **FERC Filing.** SCE will report this Agreement and amendments thereto in its Electronic Quarterly Report ("EQR") in lieu of filing it at FERC, pursuant to Applicable Laws and Regulations.
20. **Reservation of Rights.** SCE shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement pursuant to section 206 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder; provided that each Party shall have the right to protest any such filing by another Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder, except to the extent that the Parties otherwise mutually agree as provided herein.



21. **Construction.** Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.
22. **Amendment.** The Parties may by mutual agreement amend this Agreement by a written instrument duly executed by all of the Parties. Such amendment shall become effective and a part of this Agreement upon satisfaction of all Applicable Laws and Regulations.
23. **Confidentiality.** The provisions governing confidentiality as set forth in the GIA are hereby incorporated herein.
24. **Authority.** Each Party hereby represents that it has the right, power, and authority to enter into this Agreement, to become a Party hereto and to perform its obligations hereunder. This Agreement is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and by general equitable principles (regardless of whether enforceability is sought in a proceeding in equity or at law).
25. **Warranties.** Interconnection Customer warrants that it is duly organized, validly existing and in good standing under the laws of the state in which it is organized, formed, or incorporated, as applicable; and that it is qualified to do business in the state or states in which the Generating Facility, Interconnection Facilities, Distribution and Network Upgrades are located; and that it has the corporate power and authority to own its properties, to carry on its business as now being conducted and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
26. **Headings.** The descriptive headings of the various Sections of this Agreement have been inserted for convenience of reference only and are of no significance in the interpretation or construction of this Agreement.
27. **Execution.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

28. **Effective Date.** This Agreement shall become effective upon execution by all Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by FERC.

SOUTHERN CALIFORNIA EDISON COMPANY

DocuSigned by:  
By Jill Horswell  
Name: Jill Horswell  
Title: Director

ACCEPTED AND AGREED to this day of 5/10/2021

HECATE GRID, LLC

DocuSigned by:  
By: Chris Bullinger  
Name: Chris Bullinger  
Title: President & CEO

ACCEPTED AND AGREED to this day of 5/18/2021

## Exhibit A

### SCOPE OF WORK

A description of the Work to be performed by SCE, including that related to Interconnection Facilities, Distribution Upgrades, and Network Upgrades, as applicable. A one-line diagram of the interconnection may be included, if applicable.

**Additional Definitions.** For the purposes of these Exhibits, the following terms, when used with initial capitalization, whether in the singular or the plural, shall have the meanings specified below:

- (a) **BES Cyber Asset:** A programmable electronic device, including the hardware, software, and data in that device, that if rendered unavailable, degraded, or misused would, within 15 minutes of its required operation, misoperation, or non-operation, adversely impact one or more facilities, systems, or equipment, which, if destroyed, degraded, or otherwise rendered unavailable when needed, would affect the reliable operation of the Bulk Electric System, as that term is defined in NERC's Glossary of Terms.
- (b) **Charging Capacity:** The load associated with the storage component of a Generating Facility charged from the Distribution System that is used for later redelivery of the associated energy, net of Resource losses, to the Distribution System. Charging Capacity does not include load that is subject to the SCE's retail tariff.
- (c) **Charging Demand:** The flow of wholesale electric energy from the CAISO Controlled Grid solely to charge the storage component of the Generating Facility from the CAISO Controlled Grid for later redelivery of such energy, net of Generating Facility losses, to the CAISO Controlled Grid. Charging Demand does not include the delivery of energy for purposes that are subject to SCE's retail tariff.
- (d) **Shared BES Cyber Asset Facility:** A location containing BES Cyber Asset(s) for which both the Interconnection Customer and the SCE claim ownership of either the physical building, parcel of land, or devices inside the property line of the location.

#### 1. Interconnection Facilities.

- (a) **Interconnection Customer's incremental Interconnection Facilities.** The Interconnection Customer shall:
  - (i) Install one (1) group operated switch at the Point of Change of Ownership.
  - (ii) Install one (1) isolation circuit breaker.
  - (iii) Install underground duct banks and related structures required for SCE's Interconnection Facilities and Distribution Upgrades ("Civil Construction"), in accordance with specifications and designs provided by SCE.
  - (iv) Obtain all necessary permits and easements associated with the installation of the Civil Construction.
  - (v) If applicable, provide the following:

1. Completed Interconnection Customer information sheet.
  2. Street improvement plan(s).
  3. Unique address for Point of Interconnection.
  4. Public right-of-way (street) base map(s) as required by the interconnection.
  5. Site plot plan on a 30:1 scale digital file.
  6. Easements/lease agreement(s).
  7. Grading plan(s).
  8. Sewer and storm plot plan(s).
  9. Landscape, sprinkler, pedestal location(s).
  10. Complete construction of underground systems for SCE's Interconnection Facilities and Distribution Upgrades.
- (vi) Acquire an agreement from the project site owner to have the following:
1. The right to enter property owner's premises for any purpose connected with SCE's Interconnection Facilities or interconnection service.
  2. The right for the use of SCE approved locking device if Interconnection Customer wants to prevent unauthorized access to SCE's Interconnection Facilities.
  3. The right for safe and ready access for SCE's personnel free from unrestrained animals.
  4. The right for unobstructed ready access for SCE's vehicles and equipment to install, remove, repair, and maintain SCE's Interconnection Facilities.
  5. The right to remove SCE's Interconnection Facilities after termination of interconnection service.
- (vii) Install in coordination with, and as specified by, SCE, a dedicated T1 circuit from the local telephone company to support the dedicated remote terminal unit ("RTU") communication to SCE's energy management system ("EMS"), in accordance with SCE's Interconnection Handbook if a dedicated RTU is installed locally at the Generating Facility.
- (viii) Designate, to the T1 circuit provider, SCE as a representative authorized to report trouble to, and to initiate repairs with, the communication circuit provider on the Interconnection Customer's behalf in the event of an interruption of service on the communication circuit if a T1 circuit is required for the support of a dedicated RTU installed locally at the Generating Facility.
- (ix) Allow the SCE to review the Interconnection Customer's telecommunication equipment design and perform inspections to ensure compatibility with the SCE's terminal equipment and protection engineering requirements; allow the SCE to review the Interconnection Customers' performance acceptance testing of the fiber optics and telecommunication equipment and the right to request and/or to perform correction of installation deficiencies.
- (x) Provide required data signals, make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having

suitable environmental controls for the installation of the SCE's RTU in accordance with the SCE's Interconnection Handbook. SCE's RTU is a BES Cyber Asset and the Interconnection Customer shall cooperate with the SCE in implementing and adhering to required security protections in accordance with Applicable Reliability Standards. The Interconnection Customer acknowledges that the access required under such section will include SCE's personnel ability to access twenty-four hours a day the space provided for the SCE's RTU.

- (xi) Make available adequate space, facilities, and associated dedicated electrical circuits within a secure building having suitable environmental controls for the installation of SCE's telecommunications terminal equipment in accordance with SCE's Interconnection Handbook. The Interconnection Customer acknowledges that the access required will include SCE's personnel ability to access twenty-four hours a day the space provided for the SCE's telecommunications terminal equipment.
- (xii) Install all required logic in the Generating Facility's BESS control device to curtail charging, in order to follow the safety charging schedule.
- (xiii) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
- (xiv) Install the switchgear or alternative metering cabinet(s) to accommodate the meters, PTs, and CTs, to meter the retail load and Charging Capacity, as required, of the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook.
- (xv) Allow SCE to install, in the switchgear or in alternative metering cabinet(s) as determined and installed by SCE and provided by the Interconnection Customer, meters, PTs, and CTs, to meter the retail load at the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook. The Interconnection Customer acknowledges that access required will allow SCE's personnel twenty-four (24) hours a day access to the metering cabinet(s) provided for SCE's metering equipment.
- (xvi) Allow SCE to install, in the switchgear or an alternative metering cabinet(s) as determined and installed by SCE and provided by the Interconnection Customer, meters, PTs, and CTs, to meter charging demand, as required, at the Generating Facility in accordance with SCE's ESR as described in SCE's Interconnection Handbook. The Interconnection Customer acknowledges that access required will allow SCE's personnel twenty-four (24) hours a day access to the metering cabinet(s) provided for SCE's metering equipment.
- (xvii) Engineer, design and procure all equipment necessary to comply with the power factor requirements, including the ability to regulate the power factor to maintain a voltage schedule (VAR schedule). The power factor requirements shall be as measured at the high-side of the switchgear or equivalent location.
- (xviii) Provide switchgear drawings which shall comply with SCE's ESR which can be obtained at:

<http://www.sce.com/AboutSCE/Regulatory/distributionmanuals/esr.htm>

- (xix) Install disconnect facilities in accordance with SCE's Interconnection Handbook to comply with SCE's switching and tagging procedures.
  - (xx) Install a circuit breaker within the Interconnection Customer's property line in accordance with SCE's ESR to comply with SCE's protection requirements.
  - (xxi) Install all equipment and controls necessary to maintain the Generating Facility's output ramp rate within the parameters set forth, and provided to the Interconnection Customer by SCE.
  - (xxii) Install all required ISO-approved compliant metering equipment at the Generating Facility, in accordance with Section 10 of the ISO Tariff.
  - (xxiii) Acquire the necessary rights-of-way for the Interconnection Customer's Interconnection Facilities. The Interconnection Customer acknowledges that SCE's RTU, telecommunications terminal equipment, metering equipment and cabinet shall be accessible twenty-four (24) hours a day to SCE's personnel.
  - (xxiv) Perform the necessary environmental studies and obtain permits for the Interconnection Customer's Interconnection Facilities and perform the environmental activities related to SCE's Interconnection Facilities as described in Section 1(b) and the Distribution Upgrades as described in Section 3, as applicable and needed to interconnect the Generating Facility.
  - (xxv) Submit to SCE the "as-built" drawings, information and documents required and the final PSCAD model of the Generating Facility.
- (b) **SCE Interconnection Facilities:** SCE shall:
- (i) Mayer 33 kV Distribution Circuit.
    1. Engineer, design and procure three (3) 55 foot distribution poles.
    2. Engineer, design and procure approximately 300 feet of aluminum three wire ("ATW") also known as covered conductor.
    3. Engineer, design and procure one (1) Alduti-rupter switch.
    4. Engineer, design and procure approximately 250 feet of underground 1500 Jacketed Concentric Neutral ("JCN") cable.
    5. Engineer, design and procure one (1) Remote Sectionalizing Recloser ("RSR") with automation.
    6. Engineer, design and procure one (1) pad-mount gas switch.
  - (ii) Telecommunications.
    1. Engineer, design and procure all required equipment (including terminal equipment), including the communications interface with SCE's EMS. In accordance with the Interconnection Handbook, SCE will provide the required interface equipment at the Generating Facility necessary to connect the RTU to the Interconnection Customer's T1 circuit. Additionally, SCE will provide the interface equipment required to connect the T1 circuit to SCE's EMS. Notwithstanding that certain telecommunication equipment, including the telecommunications terminal equipment, will be located on the Interconnection Customer's side of the Point of Change of Ownership, the SCE shall own, operate and maintain such telecommunication equipment as part of the SCE's Interconnection Facilities.

- (iii) Metering.
  - 1. Engineer, design and procure meters required to meter the retail load at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, the SCE shall own, operate and maintain such facilities as part of SCE's Interconnection Facilities.
  - 2. Engineer, design and procure meters required to meter the Charging Capacity at the Generating Facility. Notwithstanding that the meters will be located on the Interconnection Customer's side of the Point of Change of Ownership, SCE shall own, operate and maintain such facilities as part of SCE's Interconnection Facilities.
- (iv) Power System Controls.
  - 1. Engineer, design and procure one (1) RTU at the Generating Facility to monitor typical generation elements such as MW, MVAR, terminal voltage and circuit breaker status for the Generating Facility and plant auxiliary load, and transmit the information received thereby to SCE's Grid Control Center. Notwithstanding that the RTU will be located on the Interconnection Customer's side of the Point of Change of Ownership, SCE shall own, operate and maintain the RTU as part of SCE's Interconnection Facilities.
- (v) Review "as-built" drawings, information and documents as applicable for Interconnection Customer's Interconnection Facilities and Generating Facility submitted by the Interconnection Customer, and final PSCAD model of the Generating Facility.
- (vi) Real Properties.
  - 1. Obtain easements and/or acquire land for the installation of SCE's Interconnection Facilities.
- (vii) Environmental Activities, Permits, and Licensing.
  - 1. Perform and/or coordinate the required environmental activities and obtain required licensing and permits for the installation of SCE's Interconnection Facilities, including any associated telecommunication equipment, if applicable.
- (c) Network Upgrades:
  - (i) Stand Alone Network Upgrades: None identified as part of the final Phase II Interconnection Study.
  - (ii) Other Network Upgrades:
  - (iii) Reliability Network Upgrades: None identified as part of the final Phase II Interconnection Study.
  - (iv) Delivery Network Upgrades.
    - 1. Area Delivery Network Upgrades. The Interconnection Customer elects to not construct the Area Delivery Network Upgrades
    - 2. Local Delivery Network Upgrades. None identified in the final Phase II Interconnection Study.
- (d) Distribution Upgrades: SCE shall:
  - (i) Elsinore 115/33 kV Substation.
    - 1. Engineer, design and procure one (1) bi-directional watt transducer on a 33 kV bus tie.

2. Engineer, design and procure one (1) bi-directional watt transducer on each of the B-Banks for a total of two (2) transducers.
- (ii) Power System Controls.
    1. Engineer, design and procure Substation Automation System and point addition or bi-directional reads on the B-Banks.
  - (iii) Mayer 33 kV Distribution Circuit.
    1. Engineer, design and procure one (1) bi-directional watt transducer.
  - (iv) Real Properties.
    1. SCE will obtain easements and/or acquire land for the installation of the Distribution Upgrades.
- (e) Point of Change of Ownership.
- (i) The Point of Change of Ownership shall be the point where the conductors of SCE's Mayer 33 kV Distribution Circuit are connected to the Interconnection Customer's primary switchgear pull section or Interconnection Customer-owned pole. The Interconnection Customer shall own and maintain it's facilities connecting to SCE's facilities. SCE will own the insulators that are used to attach the conductors to the Interconnection Customer-owned pole or cable termination for primary switchgear pull section.
- (f) Point of Interconnection. SCE's Mayer 33 kV Distribution Circuit out-of Elsinore Substation near structure #2225475.
- (g) One-Line Diagram of Interconnection.



**EXHIBIT B****ESTIMATED COST OF THE WORK AND FINANCIAL SECURITY**

SCE will provide an estimated cost of the Work identified in Exhibit A and any associated financial security, including Interconnection Financial Security and Tax Security\*.

Additional Definitions:

Distribution Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Upgrades.

Interconnection Facilities Cost: All costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Distribution Provider's Interconnection Facilities.

Local Delivery Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of the Local Delivery Network Upgrades constructed and owned by SCE.

One-Time Cost: All costs determined by SCE to be associated with the installation of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, Reliability Network Upgrades, or Delivery Network Upgrades which are not capitalized.

Reliability Network Upgrades Cost: The Interconnection Customer's allocated share of all costs, excluding One-Time Cost, determined by SCE to be associated with the design, engineering, procurement, construction and installation of Reliability Network Upgrades.

## a. Estimated Cost:

Element	Interconnection Facilities Cost	Interconnection Facilities One-Time Cost	Distribution Upgrades Cost	Distribution Upgrades One-Time Cost	Reliability Network Upgrades Cost	Reliability Network Upgrades One-Time Costs	Total Cost
Elsinore 115/33 kV Substation	\$0.00	\$0.00	\$141,350.86	\$29,711.18	\$0.00	\$0.00	\$171,062.03
Mayer 33 kV Circuit	\$193,943.64	\$0.00	\$47,116.49	\$0.00	\$0.00	\$0.00	\$241,060.13
Telecommunications	\$37,382.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,382.56
Metering	\$69,678.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69,678.86
Power System Controls	\$55,744.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55,744.20
Real Properties	\$11,731.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,731.93
Environmental Activities, Permits and licensing	\$10,679.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,679.84
Implement Safety Charging Schedule	\$0.00	\$14,631.43	\$0.00	\$0.00	\$0.00	\$0.00	\$14,631.43
As-Built Validation	\$0.00	\$6,257.03	\$0.00	\$0.00	\$0.00	\$0.00	\$6,257.03
<b>Total</b>	<b>\$379,161.02</b>	<b>\$20,888.46</b>	<b>\$188,467.35</b>	<b>\$29,711.18</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$618,228.00</b>

Dollar amounts are provided in Nominal dollars

b. Financial Security.

- i. The amount available to be drawn under any Credit Support shall be equal to the amounts listed in the tables shown below. The disposition of any released Credit Support shall be directed by Interconnection Customer.
  1. Interconnection Financial Security.
    - a. No Interconnection Financial Security required under this Agreement because the Interconnection Customer shall provide advanced payments as shown in the payment schedule.
  2. Distribution Upgrades Financial Security.
    - a. No Distribution Upgrades Financial Security required under this Agreement because the Interconnection Customer shall provide advanced payments as shown in the payment schedule.
  3. Financial Security Amount for ITCC/Estimated Tax Liability:
    - a. Interconnection Facilities:

The Interconnection Customer's estimated tax liability for the incremental Interconnection Facilities to support the Project addition is as follows:

Estimated tax liability for SCE's Interconnection Facilities = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Interconnection Facilities Cost for that year.

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Financial Security Amount for ITCC/Estimated Tax Liability for Interconnection Facilities in the total amount as calculated in this Exhibit B, Section (ii)1 in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to SCE and shall adjust the Financial Security amount for Interconnection Facilities in the amounts, and by the due dates as shown in the table below. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 11.1 of the GIP.

Tax Security Due Date (a)	Applicable ITCC rate (b)	Total payments to be received for Interconnection Facilities Cost (c)	ITCC for SCE's Interconnection Facilities (d)
7/1/2021	See Section 4.4 of Attachment J to the Tariff	\$379,161.02	Applicable ITCC rate x Total payments to be received for Interconnection Facilities Cost = Applicable ITCC rate for 2021 x (\$379,161.02)

\* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the WDAT and is available at the following link: <https://www.sce.com/openaccess>

b. Distribution Upgrades:

The Interconnection Customer's estimated tax liability for the incremental Distribution Upgrades to support the Project is as follows:

Estimated tax liability for SCE's Distribution Upgrades = The sum of the product of (i) the applicable ITCC rate for the year payments are to be received, and (ii) the total of the payments to be received for the Distribution Upgrades Cost for that year.

Based upon the total estimated tax liability, the Interconnection Customer shall provide the Financial Security Amount for ITCC/Estimated Tax Liability for Distribution Upgrades in the total amount as calculated in this Exhibit B, Section (ii)1 in the form of a cash deposit in an escrow account, a letter of credit, a parent guaranty or other form reasonably acceptable to SCE and shall adjust the Financial Security amount for Distribution Upgrades in the amounts, and by the due dates as shown in the table below. The letter of credit, cash deposit in an escrow account, or parent guaranty shall meet the requirements of Section 11.1 of the GIP.

Tax Security Due Date (a)	Applicable ITCC rate (b)	Total payments to be received for Distribution Upgrades Cost (c)	ITCC for SCE's Distribution Upgrades Cost (d)
7/1/2021	See Section 4.4 of Attachment J to the Tariff	\$188,467.35	Applicable ITCC rate x Total payments to be received for Distribution Upgrades Cost = Applicable ITCC rate for 2021 x (\$188,467.35)

\* The estimated tax liability is based on the applicable ITCC rate in Attachment J to the WDAT and is available at the following link: <https://www.sce.com/openaccess>

**EXHIBIT C****PAYMENT AND FINANCIAL SECURITY SCHEDULE**

SCE will include a schedule(s) of the amount, and due date, for the payments and financial security, as applicable, reflected in Exhibit B.

## 1. Payment Schedule:

Payment No.	Date	Interconnection Facilities Cost	Interconnection Facilities One-Time Cost	Distribution Upgrades Cost	Distribution Upgrades One-Time Cost	Reliability Network Upgrades Cost	Reliability Network Upgrades One-Time Cost	Total
1	7/1/2021	\$5,072.00	\$280.00	\$2,520.00	\$397.00	\$0.00	\$0.00	\$8,269.00
2	8/1/2021	\$6,480.00	\$357.00	\$3,220.00	\$508.00	\$0.00	\$0.00	\$10,565.00
3	9/1/2021	\$8,229.00	\$454.00	\$4,089.00	\$645.00	\$0.00	\$0.00	\$13,417.00
4	10/1/2021	\$10,367.00	\$571.00	\$5,153.00	\$812.00	\$0.00	\$0.00	\$16,903.00
5	11/1/2021	\$12,935.00	\$712.00	\$6,431.00	\$1,014.00	\$0.00	\$0.00	\$21,092.00
6	12/1/2021	\$15,944.00	\$878.00	\$7,925.00	\$1,249.00	\$0.00	\$0.00	\$25,996.00
7	1/1/2022	\$19,362.00	\$1,066.00	\$9,624.00	\$1,517.00	\$0.00	\$0.00	\$31,569.00
8	2/1/2022	\$23,086.00	\$1,272.00	\$11,476.00	\$1,809.00	\$0.00	\$0.00	\$37,643.00
9	3/1/2022	\$26,940.00	\$1,485.00	\$13,391.00	\$2,111.00	\$0.00	\$0.00	\$43,927.00
10	4/1/2022	\$30,652.00	\$1,689.00	\$15,236.00	\$2,402.00	\$0.00	\$0.00	\$49,979.00
11	5/1/2022	\$34,598.00	\$1,906.00	\$17,197.00	\$2,711.00	\$0.00	\$0.00	\$56,412.00
12	6/1/2022	\$37,065.00	\$2,042.00	\$18,424.00	\$2,904.00	\$0.00	\$0.00	\$60,435.00
13	7/1/2022	\$38,385.00	\$2,114.00	\$19,080.00	\$3,008.00	\$0.00	\$0.00	\$62,587.00
14	8/1/2022	\$38,385.00	\$2,114.00	\$19,080.00	\$3,008.00	\$0.00	\$0.00	\$62,587.00
15	9/1/2022	\$37,065.00	\$2,042.00	\$18,424.00	\$2,904.00	\$0.00	\$0.00	\$60,435.00
16	10/1/2022	\$34,598.00	\$1,906.00	\$17,197.00	\$2,711.00	\$0.00	\$0.00	\$56,412.00
Total		\$379,163.00	\$20,888.00	\$188,467.00	\$29,710.00	\$0.00	\$0.00	\$618,228.00

**EXHIBIT D**  
**MILESTONES**

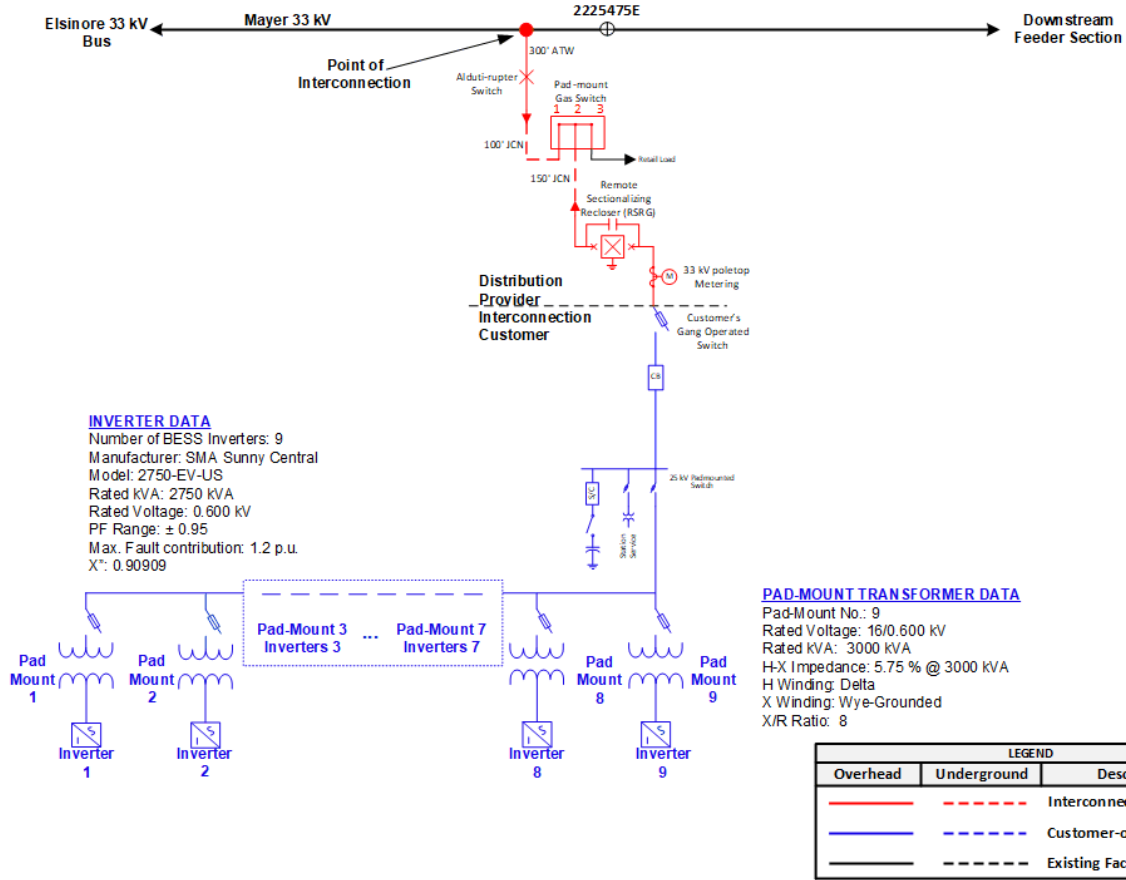
<b>Item</b>	<b>Milestone</b>	<b>Responsible Party</b>	<b>Due Date</b>
(a)	Submittal of the Interconnection Facilities Cost payment, Distribution Upgrades Cost payment, Reliability Network Upgrades Cost payment and an acceptable form of security instrument for the estimated tax liability to the SCE	Interconnection Customer	In accordance with the schedule in Exhibits B and C of this Agreement
(b)	Submittal of initial specifications for the Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to the SCE	Interconnection Customer	Within sixty (60) Calendar Days before the Effective Date
(c)	Review of and comment on the Interconnection Customer's initial specifications	SCE	Within thirty (30) Calendar Days after the Interconnection Customer's submission of initial specifications
(d)	Submittal of initial information including SCE's Transmission System information necessary to allow the Interconnection Customer to select equipment and meet any system protection and stability requirements	SCE	Within ninety (90) Calendar Days after the effective date of this Agreement
(e)	Submittal of final specifications for the Interconnection Customer's Interconnection Facilities, including System Protection Facilities, to SCE	Interconnection Customer	At least twelve (12) months prior to completion of SCE's Interconnection Facilities
(f)	Review of and comment on the Interconnection Customer's final specifications	SCE	Within thirty (30) Calendar Days after submission of Exhibit D Milestone Item (f) of this Agreement

<b>Item</b>	<b>Milestone</b>	<b>Responsible Party</b>	<b>Due Date</b>
(h)	Completion of Engineering and Design of SCE's Interconnection Facilities and Distribution Upgrades*	SCE	Within sixteen (16) months following execution of this Agreement and timely completion of these Appendix D Milestones
(i)	In-Service Date for the Project*	Interconnection Customer	4/1/2022

\*See Section 4 of this Agreement with respect to these Exhibit D Milestones. In the interest of working towards interconnecting the Project as quickly as possible, the Interconnection Customer is requesting an In-Service Date of 4/1/2022, and request commencement of certain work prior to executing the GIA. As stated in Exhibit D, item (h) above, SCE's estimated timeline for completion of the SCE engineering and design is 16 months. With construction, the timeline is estimated at 27 months. Therefore, according to these timelines, the earliest timeframe SCE can meet would be 8/15/2023. SCE makes no claim that the work can be completed sooner than 8/15/2023. However, following execution of this Letter Agreement and project initiation by SCE, SCE will review the timeline to determine if the timeline can be reduced and communicate such to the Interconnection Customer.

**EXHIBIT E****DESCRIPTION AND ONE-LINE DIAGRAM  
OF THE ORTEGA GRID GENERATING FACILITY**

Description: (i) Nine (9) SMS Central 2750 EV-US inverter units each with a rated output of 2750 kVA at up to 25oC, but de-rated with temperature down to 2500 kVA at 50oC as measured at the inverter terminals, (ii) nine (9) 2.75 MVA, 33/0.600 kV (delta-wye) pad-mount transformers each with H-X impedance of 5.75% on a 3 MVA base and X/R ratio of 8, (iii) install limiting device to limit energy storage to not exceed 20 MW at the POI, (iv) auxiliary loads, (v) the associated infrastructure, (vi) meters and metering equipment, and (vii) appurtenant equipment.	
<b>Generating Facility Output</b>	
Total rated (gross) capability at inverter/converter terminals:	24.75 MW at 1.0 p.f. and ambient temperatures $\leq 25^{\circ}\text{C}$
Total net capability at Interconnection Customer's switchboard:	20 MW
Total net capacity provided at Point of Interconnection ("POI")	20 MW
<b>Generating Facility Charging</b>	
Total rated charging capability at inverter/converter terminals:	24.75 MW at 1.0 p.f. and ambient temperatures $\leq 25^{\circ}\text{C}$
Total As-Available Charging Capacity provided at the Interconnection Customer's switchboard:	20 MW
Total As-Available Charging Capacity provided at POI:	20 MW





**EXHIBIT F****Addresses for Delivery of Notices and Billings Notices:**

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: COO
Attn: Manager, Grid Contract Management	Attn: VP, Operations
P. O. Box 800 Rosemead, CA 91770	Address: 621 West Randolph Street Chicago, IL 60661

**Billings and Payments:**

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: Candace Lomas
Attn: Accounts Receivable (GCM)	Attn: VP, Finance
P. O. Box 800 Rosemead, CA 91771-0001	Address: 621 West Randolph Street Chicago, IL 60661

**Alternative Forms of Delivery of Notices (telephone, facsimile or email):**

SCE	Hecate Grid, LLC
Southern California Edison Company	Name/Title: James Damon
Attn: Manager, Grid Contract Management	Attn: Director of Development
Phone: (626) 302-9640 E-mail: GridContractManagement@sce.com	Phone: (347) 436-6808 E-mail: jdamon@hecateenergy.com





**Certificate Of Completion**

Envelope Id: F6A2A6F3C9BC4BB9AD1F53F24DF5AB8C	Status: Completed
Subject: SCE Request for Signature of WDT1636	
Custom Envelope Field: wdt	
Source Envelope:	
Document Pages: 27	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Michelle Cabral
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	P.O. Box 700
	Rosemead, CA 91770
	michelle.cabral@sce.com
	IP Address: 192.213.136.166

**Record Tracking**

Status: Original	Holder: Michelle Cabral	Location: DocuSign
5/10/2021 10:01:58 AM	michelle.cabral@sce.com	

**Signer Events**

Jill Horswell  
 Jill.Horswell@sce.com  
 Director of Grid Contracts  
 Security Level: Email, Account Authentication (None)

**Signature**

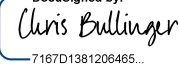
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Chris Bullinger  
 Cbullinger@hecateenergy.com  
 Manager, Member  
 Security Level: Email, Account Authentication (None), Access Code

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Annette Ramos  
 annette.ramos@sce.com  
 Southern California Edison Company  
 Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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<p>James Damon jdamon@hecateenergy.com Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 5/10/2021 10:55:02 AM Viewed: 5/10/2021 12:29:51 PM</p>
<p>Maria G Gutierrez Maria.G.Gutierrez@sce.com Analyst-Program/Project 1 SCE Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 5/10/2021 10:55:01 AM</p>
<p>Maria Venegas maria.venegas@sce.com Administrative Assistant SCE Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 5/10/2021 10:55:02 AM Viewed: 5/11/2021 7:45:22 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Completed	Security Checked	5/18/2021 8:04:43 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Southern California Edison Company (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Southern California Edison Company:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com)

### **To advise Southern California Edison Company of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Southern California Edison Company**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Southern California Edison Company**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [IGInformationgovernance@sce.com](mailto:IGInformationgovernance@sce.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Southern California Edison Company as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Southern California Edison Company during the course of your relationship with Southern California Edison Company.