



Power Contracts
Energy Supply & Marketing

ENABLING AGREEMENTS COMPARISON
EEI v. WSPP

Version 6
08/05/02

COMPARION OF EEI AND WSPP AGREEMENTS

In comparing the EEI with the WSPP, I have conclusively found the EEI document to better suit SCE’s bilateral contracting needs. The strengths of the EEI lie in the following provisions:

RANK	PROVISIONS	CATEGORY	SCE’s PREFERENCE
1	Credit/Collateral: Credit Threshold, Credit Worthiness, Collateral Requirements, Cross Default, Independent Amt, Downgrade Event, Financial Statements Disclosure	Credit/Collateral	Scarcely addressed in WSPP
2	Payment Portion Due of Disputed Bill	Disputes	SCE favors EEI over WSPP
3	Dispute Resolution	Disputes	EEI offers more Flexibility
4	Product Definitions: Firm with No Force Majeure, “Into” Delivery, System Firm	Product	Not offered in WSPP
5	Termination Payment Calculation	Termination Payment	EEI offers more Flexibility
6	Accelerated Payments	Payment	Not offered in WSPP
7	Confirmation Letter	Confirmation Letter	SCE favors EEI over WSPP
8	Quantity (Mwh) Netting	Netting	Not addressed in WSPP
9	Time Limitation to Issue Invoice	Payment	SCE favors EEI over WSPP
10	Obligations after Merger	Events of Default	Not addressed in WSPP

COMPARISON OF EEI AND WSPP AGREEMENTS

Following this section I've listed a series of tables that discloses a detailed side-by-side assessment of each provision from the two enabling agreements. This section, in turn, summarizes those tables in a high-level overview:

First, and perhaps most important, the **Credit and Collateral Requirements** set forth under the EEI and far more explicit and detailed than the vague parameters of the WSPP. The EEI also allows for flexibility when enabling the particular Credit and Collateral provisions via its Cover Sheet. Since the WSPP does not include such provisions, supplemental contracts and/or an extensive Confirmation Agreement is required.

Second, the EEI also weighs in more heavily with regard to **Events of Default**. The provisions for Failure to Perform Obligation after Merger, Cross Default and Failure to Satisfy Certain Collateral Requirements are all possible Events of Default under the EEI but are not addressed in the WSPP.

As far as the **Force Majeure/Uncontrollable Forces** provision, the EEI and WSPP are fairly consistent, although the EEI is more specific in that it states that the Non-Claiming Party is not required to perform or resume performance of its obligation corresponding to the obligation excused by Force Majeure; the WSPP does not include such language.

Fourth, the WSPP directs the Performing Party to use Market Prices in the calculation of the **Termination Payment**. The EEI merely states to calculate the amount "in a commercially reasonable manner;" thus the EEI does not limit a Party to Market Prices (i.e. We can utilize Broker Prices which is SCE's favored price component).

The energy/capacity **Product Line** is another advantage of the EEI. Such products as System Firm, "Into" Delivery Point and Firm with no Force Majeure are all products explicitly covered in the EEI but not offered via the WSPP. It should be fairly noted that the WSPP contains language permitting the use of products/services levels defined in the EEI—although including an EEI-based product under the WSPP begs for additional administration/supplemental contracting paperwork.

The **Payments** provisions are fairly constant between the two enabling agreements, but only the EEI offers an Accelerated Payments option should one Party want to further protect its cash flow position.

Seventh, the EEI includes a **Transaction Netting** provision. This permits the Parties to net not only payment obligations, but also quantity (Mwh) obligations. The WSPP merely address payment, not quantity, netting.

Disputes is another area more advantageous under the EEI in that only the undisputed portion of an invoice is due upon payment due date. The WSPP, in turn, requires payment of the entire bill regardless of any disputed portion(s). Also, the EEI's dispute resolution procedures are far more flexible than those of the WSPP.

Last, as a net buyer, SCE favors the **Confirmation Letter** guidelines of the EEI since the seller must issue the Letter within 3 business days following a transaction; the WSPP allows for 5 business days. Further, in the event that the buyer (SCE) sends out the Letter, the Counterparty only has 2 business days (as opposed to WSPP's 5 business days) to dispute. Finally, when both Parties send a Confirmation Letter, the EEI specifies that the Seller's Letter shall be the controlling Letter; the WSPP does not specifically address this situation.

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PAYMENTS

PROVISION	EEI	WSPP	COMPARISON
Billing Period	One Calendar Month. § 6.1	One Calendar Month. § 9.1	Similar
Payment Due Date	Max (20th Day of Invoice Month, 10 Days after Receipt of Invoice). § 6.2	Max (20th Day of Invoice Month, 10 Days after Receipt of Invoice). § 9.2	Similar
Payment Due Date for Options	Within 2 business days of receipt of invoice. § 6.7	Within 3 business days of receipt of invoice. § 9.2	Different
Accelerated Payments*	Available as option on Cover Sheet; if selected, payment is due within 5 Business Days of Invoice Receipt upon Seller/Buyer failure to Deliver/Receive. § 4.1, § 4.2, § 6.7	WSPP offers no such provision.	Different
Time Limitation to Issue Invoice	If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived. § 6.3	If a Party's records reveal that a bill was not delivered within two (2) years from the date on which the bill would have been delivered the right to payment is waived. § 9.5	Different
Interest Rate Applied to Overdue Payments	Min (Prime Rate plus 2%, maximum interest rate permitted by law) is applied to any overdue payment. § 1.26, § 6.2	Min (1% per month, maximum interest rate permitted by law), is applied to any overdue payment. § 9.3	Different

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NETTING

PROVISION	EEI	WSPP	COMPARISON
Payment Netting	OK to offset payment obligations or credits due each party on the same date; if written notice is given, non-defaulting party may include in netting the amount of performance assurance. § 6.4, § 6.6, § 6.8	OK to net Payment Amounts per Calendar Billing Period. Separate Agreement (Exhibit A) proposing netting methodology; Exhibit A requires signatures. § 28, Exh. A	Similar
Transaction Netting	OK to deliver net difference in quantity (Mwh) owed as well as payment amount; implemented by separate agreement. § 6.8	WSPP does not address quantity netting.	Different

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DISPUTES

PROVISION	EEI	WSPP	COMPARISON
Dispute Resolution Procedures	The disputing Party must provide a detailed written explanation of the basis for the dispute; no further procedures are specified in EEI. § 5.5, § 6.3	Dispute to be submitted to “Informal Dispute Resolution” (mediation); Parties may subsequently elect for a formal “Binding Dispute Resolution” (arbitration). § 34.2	Different
Time Limitation to Dispute Invoice	A Party may dispute any invoice or adjustment to an invoice within 12 months of invoice or adjustment date. § 6.3	A Party may dispute the accuracy of any bill or payment within a two year period from the date the first bill was delivered. § 9.4	Different
Payment Portion Due of Disputed Invoice/Bill	Payment of only the undisputed portion of the invoice is due; payment of disputed portion due w/in two business days of dispute resolution. § 6.3	Entire bill shall be paid when due regardless of any disputed portion. Reimbursement of any overpaid amount due “upon determination of the correct amount;” reimbursement due date not explicitly stated. § 9.4	Different
Interest Rate Applied to Resolved Amounts	Min (Prime Rate plus 2%, maximum interest rate permitted by law) is applied to any required payment upon dispute resolution. §	Min (1% per month, maximum interest rate permitted by law), is applied to any overpaid amount. § 9.4	Different
Litigation Avoidance	Dispute resolution and avoidance of court litigation is not guaranteed by EEI. § 10.6	Dispute resolution and avoidance of court litigation is not guaranteed by WSPP. § 34.1	Similar
Trial by Jury	Each Party waives its rights to any jury trial with respect to any litigation arising under or in connection with the EEI Agreement. § 10.6	WSPP does not mention trial by jury; hence, the right to a trial by jury is presumably not waived.	Different

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EVENTS OF DEFAULT

PROVISION	EEI	WSPP	COMPARISON
Failure to Pay	If failure to pay is not remedied within 3 business days after written notice of such failure is given to Defaulting Party. § 5.1 (a)	If failure to pay is not remedied within 2 business days after written notice of such failure is given to Defaulting Party. § 22.1 (a)	Different
False Representations	If any representation or warranty made by such Party is false or misleading; no time window for remedy is mentioned in EEI. § 5.1 (b)	If Party fails to provide clear and good title, or fails to make accurate representations and warranties, and such failure is not remedied within 5 business days. § 22.1 (b)	Different
Failure to Perform Obligation	Failure to perform any obligation set forth in this Agreement (except for such Party's obligations to deliver or receive the Product), and such failure is not remedied within 3 Business Days. § 5.1 (c)	The failure to provide adequate assurances of its ability to perform all of its outstanding material obligations under this Agreement; no time window for remedy is mentioned in WSPP. § 22.1 (d)	Similar
Bankruptcy	If Party becomes Bankrupt; EEI definition of "Bankruptcy" (§ 1.3) is similar to WSPP definition. § 22.1 (d)	Event of bankruptcy, reorganization, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditor's rights or a petition is presented or instituted for its winding-up or liquidation. § 22.1 (c)	Similar
Collateral Requirements	Failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article Eight (Credit and Collateral Requirements. § 5.1 (e)	WSPP does not address collateral requirements as a possible Event of Default.	Different
Failure to Perform Obligation after Merger	If Party merges with or into, or transfers all or substantially all of its assets to, another entity and the resulting/transferee entity fails to assume all the obligations under this Agreement. § 5.1 (f)	WSPP does not address Mergers.	Different
Cross Default*	If Party's designated entity defaults on its own debt obligations; dollar amt. is specified. § 5.1 (g)	WSPP does not offer Cross Default Option.	Different

COMPARISON OF EEI AND WSPP AGREEMENTS

REMEDIES FOR UNEXCUSED FAILURE TO DELIVER/RECEIVE

PROVISION	EEI	WSPP	COMPARISON
Seller's Unexcused Failure to Deliver	Replacement Price [minus] Contract Price, if positive, [times] Mwbs not delivered. § 4.1	Replacement Price [minus] Contract Price, if positive, [times] Mwbs not delivered. § 21.3a(2)	Similar
Buyer's Unexcused Failure to Receive	Contract Price [minus] Sales Price, if positive, [times] Mwbs not received. § 4.2	Contract Price [minus] Sales Price, if positive, [times] Mwbs not received. § 21.3a(1)	Similar
Payment Due	Calculated Amounts due as per normal billing/payment due dates; Accelerated Payments may be applicable. § 4.1, § 4.2	Calculated Amounts due as per normal billing/payment due dates. § 21.3a(3)	Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

EXCUSED FAILURE TO DELIVER/RECEIVE

PROVISION	EEI	WSPP	COMPARISON
Term / Definition	Force Majeure / Either party shall be excused from the performance of its obligations when the excusing events is “not within reasonable control of” the claiming party. § 1.23	Uncontrollable Force / Either party shall be excused from the performance of its obligations when the excusing events is “beyond the control of” the claiming party. § 10	Similar
Qualifying Events	Force Majeure shall <u>not</u> be based on (1) buyer’s inability to use or resell product or (2) seller’s failure of supply or ability to sell product at price greater than Contract Price. § 1.23	A (non-exclusive) list of qualifying events excusing performance (eg. floods, earthquakes, civil disturbances) is provided in WSPP. § 10	Different
Transmission Interruption as Qualifying Excuse	Curtailed transmission may qualify as Force Majeure if (1) a Party has contracted for firm transmission and (2) such curtailment is due to force majeure or a similar term as defined under the Transmission Provider’s tariff; even then, detailed facts and circumstances need to be shown that establish a force majeure event. § 1.23	Interruption in transmission may qualify as Uncontrollable Force if (1) Parties agree on transmission path, (2) firm transmission was obtained and (3) interruption was pursuant to Transmission Provider’s tariff. If Parties hadn’t agreed on path, interruption may still qualify if (a) it was due to an event of Uncontrollable Forces and (b) contracting Party could not obtain alternate energy. § 10	Similar
Notification of Nonperformance	Claiming Party must give notice and details of the Force Majeure as soon as practical; whether notice is required to be written is not specified. § 3.3	Claiming Party must give prompt notice of the Uncontrollable Force as soon as practical; if oral notice is provided, it shall be promptly followed by written notice. § 10	Similar
Due Diligence to Resolve	Claiming Party shall remedy the Force Majeure with all reasonable dispatch. § 3.3	Claiming Party shall exercise due diligence to remove such inability w/in a reasonable time. § 10	Similar
Negligence	Negligence does not excuse nonperformance. § 1.23	Negligence does not excuse nonperformance. § 10	Similar
Non-Claiming Party’s Obligations	Non-Claiming Party is not required to perform or resume performance of its obligation corresponding to the obligation excused by Force Majeure. § 3.3	WSPP does not address Non-Claiming Party’s obligations.	Different

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TERMINATION PAYMENT

PROVISION	EEI	WSPP	COMPARISON
Declaration of Termination Date	Upon Event of Default the Non-Defaulting Party shall designate an Early Termination Date no later than 20 days after such notice if effective. § 5.2	The Non-Defaulting Party has 30 days following the date when Event of Default becomes known to provide a written notice of Termination. § 22.2	Different
Declaration of Termination Payment	Upon Event of Default and declaration of transaction termination, the Non-Defaulting Party has the right to accelerate all amounts owing and to liquidate all transactions between the Parties by calculating a Termination Payment. § 5.2	Upon Event of Default and declaration of transaction termination, the Non-Defaulting Party has the right to accelerate all amounts owing and to liquidate all transactions between the Parties by calculating a Termination Payment. § 22.2	Similar
Calculation of Termination Payment	The Non-Defaulting Party is to calculate in a commercially reasonable manner a Settlement Amount for each terminated transaction and that all such amounts are to be aggregated through a netting process into a single liquidated Transaction Payment. § 5.2, § 5.3	The Non-Defaulting Party is to calculate the Gains and Losses by comparing the value of the remaining term had the transaction not been terminated to the equivalent quantities and relevant market prices for the remaining term; this calculation to be discounted to present value, and set off by costs and all other amounts owing between Parties, netted to a single liquidated amount. § 22.3	Different
Termination Payment Due Date	Termination Payment shall be made by the Party that owes it within two (2) Business Days after such notice is effective. § 5.4	Termination Payment due by the owing Party within three (3) Business Days of the date notice of termination was received. § 22.3	Different
Dispute of Termination Payment	Defaulting Party can dispute the calculation of Non-Defaulting Party's Termination Payment within two (2) business days of payment receipt; awaiting resolution, Defaulting Party must transfer Performance Assurance to Non-Defaulting Party in amount equal to Termination Payment. § 5.5	No time deadline to file dispute is specified; dispute procedure entails submittal to informal dispute resolution and, if not resolved, submittal to binding dispute resolution; awaiting resolution, Defaulting Party must pay full amount of Termination Payment within three (3) Business Days of the date notice of termination was received. § 22.3	Different

COMPARISON OF EEI AND WSPP AGREEMENTS

CREDIT AND COLLATERAL REQUIREMENTS

PROVISION	EEI	WSPP	COMPARISON
Financial Statements*	Options are available so that Parties may be provided with particular financial reports, statements or other information from one another or affiliated companies. § 8.1(a), § 8.2(a)	WSPP does not address the sharing of financial information between Parties and/or affiliated companies.	Different
Credit Assurances*	If Party has reasonable grounds to believe that Counterparty's creditworthiness has become unsatisfactory, the first Party will provide written notice requesting Performance Assurance in an amount it determined in a commercially reasonable manner; the Counterparty has three (3) Business Days to provide such Assurance. Parties have the option (via Cover Sheet) to enable or disable this provision. § 8.1(b), § 8.2(b)	Should a Party's creditworthiness or performance viability become unsatisfactory to the other Party, the First Party may require the Second Party to provide either (1) a Letter of Credit, (2) a cash prepayment, (3) the posting of other acceptable collateral/security, (4) a Guarantee Agreement executed by a creditworthy entity or (5) some other mutually agreeable method; the Counterparty has 3 Business Days to provide such Assurance. § 27	Similar
Collateral Threshold*	Schedule of unsecured credit, based on credit ratings and collateral threshold dollar amounts, is agreed to by Parties and specified on EEI Cover Sheet. § 8.1(c), § 8.2(c)	WSPP does not specifically address lines of unsecured credit.	Different
Independent Amount*	Provides option for Parties to transfer an secured credit/collateral which may be independent of other secured/unsecured collateral schedules or mark-to-market based collateral requirements. § 8.1(c), § 8.2(c)	WSPP does not specifically address this collateral provision.	Different
Rounding Amount*	Provides option for Parties to round any calculated/required collateral to the nearest specified denomination; e.g. \$250,000. § 1.41, § 1.42, § 8.1(c), § 8.2(c)	WSPP does not specifically address this collateral provision.	Different

COMPARION OF EEI AND WSPP AGREEMENTS

CREDIT AND COLLATERAL REQUIREMENTS *Continued:*

PROVISION	EEI	WSPP	COMPARISON
Downgrade Event*	A downgrade event may be decided upon by Parties; may be based on, for instance, on Party's credit rating falling to below Investment Grade; upon such event, Counterparty may require downgraded Party to provide Performance Assurance within 3 Business Days. § 8.1(d), § 8.2(d)	Whereby a Party (or it's Guarantor) has debt which falls below investment grade by at least one rating agency may trigger Counterparty to question its creditworthiness, and hence may require Party to provide acceptable collateral/security within 3 Business Days. § 27	Similar
Guarantee Amount*	Provides option to specify a dollar amount and parent/affiliate company to guarantee the financial obligations of the contract's Party. § 8.1(e), § 8.2(e)	Provides for the naming of a Guarantor, one that would be held liable for the timely payments required in accordance with the Agreements; if payment is required by Guarantor (due to Guaranteed Party failing to pay), Guarantor shall promptly pay any obligations no later than the next Business Day the payment would have otherwise been due. § 22.1(e), § 27, EXHIBIT B	Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

CONFIRMATION LETTER

PROVISION	EEI	WSPP	COMPARISON
Required Confirmation	Seller or Buyer “may” (but is not required to) issue a Confirmation Letter. § 2.3	Written confirmation shall be required for all transactions of one week or more. § 32.1	Different
Seller Issuing Confirmation Letter	Seller may confirm a Transaction by forwarding to Buyer by facsimile within three (3) Business Days after the Transaction is entered. § 2.3	Seller shall provide written confirmation which must be received by the Purchaser within five (5) Business Days of the date of the agreement or request. § 32.1	Different
Buyer’s Dispute of Seller-Issued Confirmation Letter	Buyer shall notify Seller in writing of such objections within two (2) Business Days of Buyer’s receipt. § 2.3	The Purchaser shall have five (5) Business Days from date of receipt to respond to the confirmation, otherwise Seller's written confirmation shall be considered as accepted and final. § 32.1	Different
Buyer Issuing Confirmation Letter	If Seller fails to send a Confirmation within three (3) Business Days after the Transaction is entered into, a Confirmation may be forwarded by Buyer to Seller. § 2.3	If the Seller fails to provide confirmation within five (5) Business Days, then the Purchaser may submit a written confirmation to the Seller within the subsequent five (5) Business Days. § 32.1	Different
Seller’s Dispute of Buyer-Issued Confirmation Letter	If Seller objects to any term(s) Buyer’s Confirmation, Seller shall notify Buyer of such objections within two (2) Business Days of Seller’s receipt. § 2.3	If the Seller fails to respond to Purchaser's confirmation within five (5) Business Days, then the Purchaser's written confirmation shall be considered as accepted and final. § 32.1	Different
Seller and Buyer Both Issuing Confirmation Letter	If Seller and Buyer each send a Confirmation within two (2) Business Days (and neither Party objects), Seller’s Confirmation shall be the controlling Confirmation. § 2.3	WSPP does not specifically address instance whereby Buyer and Seller each send a Confirmation.	Different

COMPARISON OF EEI AND WSPP AGREEMENTS

CONFIRMATION LETTER *Continued:*

Neither Party Issuing Confirmation Letter	Failure by either Party to send a Confirmation shall not invalidate the Transaction. § 2.3	Failure of both Parties to send Confirmation shall not invalidate any oral agreement. § 32.1	Similar
Recording/Oral Agreements	Each Party consents to the recording of all telephone conversations, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording. The Recording, and the terms and conditions described therein, if admissible, shall be the controlling evidence for the Parties' agreement with respect to a particular Transaction in the event a Confirmation is not fully executed by both Parties. Upon full execution of a Confirmation, such Confirmation shall control in the event of any conflict. § 2.5	Each Party consents to the recording by the other Party, without any further notice, of telephone conversations between representatives of the Parties, which contain agreements to or discussion concerning the terms of a specific transaction(s). All such recordings may be introduced and admitted into evidence for the purpose of proving agreements to terms, and any objection to such introduction or admission for such purpose is hereby expressly waived. § 32.2	Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

ENERGY/CAPACITY PRODUCTS

PRODUCT	EEI	WSPP	COMPARISON
Non-Firm	“Non-Firm.” Transaction that may be interrupted for any reason or for no reason, without liability of either Party. SCHEDULE P	“Economy Energy Service.” Non-firm energy that is subject to immediate interruption upon notification. § 4.3	Similar
Unit Firm	“Unit Firm.” A Product subject to a Transaction that is supplied from a specified generation asset(s); interruption is permissible under particular exceptions. SCHEDULE P	“Unit Commitment Service.” Energy which the Seller has agreed to sell and the Purchaser has agreed to buy from a specified unit(s) for a specified period; interruption is permissible under particular exceptions. § 4.20	Similar
System Firm	“System Firm.” A Product that is supplied from the owned or controlled generation or pre-existing purchased power assets of the system specified in the Transaction with non-firm transmission to and from the Delivery Point; interruption is permissible under particular exceptions. SCHEDULE P	WSPP offers no such product.	Different
Firm	“Firm with Liquidated Damages.” Transaction whereby Seller/Buyer is obligated to Deliver/Receive; the only exception to this obligation is in the event of Force Majeure. SCHEDULE P	“Firm Capacity/Energy Sale or Exchange Service.” A Capacity Transaction backed by Seller’s reserves and/or An Energy Transaction that becomes a firm commitment, interruptible only if interruption is (1) within recall time, (2) due to an Uncontrollable Force or (3) to meet Seller’s customer obligations. SERVICE SCHEDULE C	Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

ENERGY/CAPACITY PRODUCTS *Continued:*

PRODUCT	EEI	WSPP	COMPARISON
Into Delivery Point	<p>“Into Delivery Point.” Product whereby Seller has the right on a daily prescheduled basis to designate the Interface where the Product shall be delivered; request for firm transmission may be granted upon formal request by Buyer; Force Majeure applicability is subject to explicit limitation in that it does not apply if Buyer is unable to secure transmission to transmit the Product outside the Receiving Transmission Provider’s system.</p> <p>SCHEDULE P</p>	WSPP offers no such product.	Different
Firm with No Force Majeure	<p>“Firm with No Force Majeure.” Transaction whereby Seller/Buyer is obligated to Deliver/Receive; there are no exceptions to this obligation, not even in the event of Force Majeure.</p> <p>SCHEDULE P</p>	WSPP offers no such product.	Different
Other Products	<p>“Product” is defined as electric capacity, energy or other product(s) related thereto in Schedule P hereto or <u>as otherwise specified</u> by the Parties in the Transaction. § 1.47</p>	Parties may agree to use a product/service level defined by a different agreement (e.g. EEI Agreement) for a particular transaction under this WSPP Agreement. § 32.6	Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

CONFIDENTIALITY

PROVISION	EEI	WSPP	COMPARISON
Confidentiality	Neither Party shall disclose the terms or conditions of an EEI Agreement to a third party except in order to comply with any applicable law, regulation or any exchange, control are or ISO rule or in connection with any court or regulatory proceeding. Parties may enable/disable this provision via Cover Sheet. § 150.11	Neither Party shall disclose the terms or conditions of a WSPP Agreement to a third party except as (1) required by law, (2) reasonably deemed by the disclosing Party to be required to be disclosed in connection with a dispute between or among the Parties, or the defense of any litigation or dispute, (3) otherwise permitted by consent of the other Party, which consent shall not be unreasonably withheld, (4) required to be made in connection with regulatory proceedings, (5) required to be in compliant with NERC, or (6) necessary to obtain transmission services. § 30	Similar

COMPARION OF EEI AND WSPP AGREEMENTS

GOVERNING LAW

PROVISION	EEI	WSPP	COMPARISON
Governing State Law	The EEI Agreement is governed and construed under New York law. § 10.6	The WSPP Agreement is governed and construed in accordance with the laws of Utah. § 24	Different

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BUSINESS DAYS

PROVISION	EEI	WSPP	COMPARISON
Business Days Defined	Any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. § 1.4	Any day other than a Saturday or Sunday or a national holiday. United States holidays shall be holidays observed by Federal Reserve member banks in New York City. § 4.1b	Similar
Canadian Holidays	EEI does not mention Canadian Holidays.	If one Party has its principal place of business within the United States and the other Party's principal place of business is within Canada, both United States and Canadian holidays shall be observed. § 4.1b	Different
Mexican Holidays	EEI does not mention Mexican Holidays.	WSPP does not currently mention Mexican Holidays; consideration of Mexican holy days to be discussed during WSPP Contracting Committee meeting on 07/26/02.	Currently Similar

COMPARISON OF EEI AND WSPP AGREEMENTS

OBLIGATIONS AND DELIVERIES

PROVISION	EEI	WSPP	COMPARISON
Delivery/Receipt of Product	Seller is obligated to deliver specified quantity to Delivery Point; Buyer receives product at Delivery Point.	WSPP does not explicitly mention Seller/Buyer implied	Different
Transmission	Seller is obligated to deliver specified quantity to Delivery Point; Buyer receives transmission at and from the Delivery Point. § 3.2	Seller/Buyer it is generally implied	Different
Cost/Price	Seller is obligated to deliver specified quantity to Delivery Point; Buyer is obligated to pay (1) costs associated with receipt at and from the Delivery Point and (2) the agreed Contract Price. § 3.1		

