

PROTECT OUR COMMUNITIES FOUNDATION DATA REQUEST

POC-SDG&E-DR-001

SDG&E 2019 GRC – A.17-10-007

SDG&E RESPONSE

DATE RECEIVED: MAY 18, 2018

DATE RESPONDED: MAY 23, 2018

Data Request No: POC DR001

Exhibit Reference: SDG&E-16

Witnesses: Baerman

Subject: OMEC

1. The May 1, 2007 PPTA states that: “Damages following termination of this Agreement as a result of a default by Seller shall be reduced by the amount, if any and if applicable, of the reduction under clause (W) of Section 4.10(c) of the Facility Site Sublease, but shall not otherwise be reduced as a result of such early exercise of the Call Option (as defined in the Facility Site Sublease). PPTA at 53.

1(a): Please provide the Facility Site Sublease referred to in the PPTA, which is defined as the “Ground Sublease and Easement Agreement, dated as of May 1, 2007, by and between SDG&E, as lessor, and Seller, as lessee.” PPTA at 8.

1(b): Please also provide the Facility Site lease, defined in the PPTA as: certain Ground Lease and Easement Agreement, dated as of July 8, 2003, by and between D&D Landholdings, A Limited Partnership, as lessor, and Seller (as assignee of Calpine (as successor by merger to Otay Mesa Generating Company, LLC)), as lessee. Pursuant to the terms of the PPA Reinstatement Agreement, Seller will have assigned the Facility Site Lease to SDG&E as of the Effective Date." PPTA at 8.

SDG&E Response 1:

a. Please see the accompanying file “PUBLIC REDACTED POC-01 Ground Sublease Easement Agreement.pdf”. An unredacted version can be provided upon execution of the approved non-disclosure certificate, which SDG&E will send to you under separate cover.

b. Please see the accompanying file “PUBLIC REDACTED POC-01 Ground Sublease Easement Agreement.pdf” at PDF page 40 (Exhibit B of the document).