



The ESP Handbook

Chapter 3 Enrolling in Direct Access — Completing SCE's Forms

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Introduction

In this chapter, the key forms required to enroll with SCE in Direct Access are explained. In order to assist ESPs in correctly completing these forms, a set of instructions is included for each individual form. Please review and follow these instructions carefully; incorrectly submitted forms can lead to significant delays in establishing Direct Access services in the SCE service territory.

ESPs should note that the forms and instructions associated with completing a Meter Investigation are included as part of Chapter 7 of this handbook. The Direct Access Service Request template and its instructions are included in Chapter 6 of this handbook.

It is important to note that as of the partial DA re-opening, new ESPs may not transmit SCE-Consolidated billing files in [spell out the first time] CSV format. These data must be transmitted via Electronic Data Interface (EDI). However, existing ESPs that have previously been utilizing the CSV format are permitted to continue to use this format.

Participant Information Form Instructions for Preparation

Instructions for Section I: General Information—ESP

This section is *required* to be completed by each ESP. Please provide the following information for the **ESP**:

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Individual name/business name:	Legal business name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal name
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate business contact title:	Title of individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
Dun & Bradstreet number:	9 digit no. that utility will use as the unique identification number for the ESP
CPUC registration number (if applicable):	If registered with the CPUC please provide your 4-digit number
Scheduling Coordinator:	Name of the Scheduling Coordinator reporting usage to the ISO for the ESP, if more than one, please attach a separate sheet
Renewable Certification number (if applicable):	The certification number provided by the CPUC
Account Maintenance e-mail address:	The e-mail address that will be notified of account maintenance transactions
Tax ID number:	The tax ID number of the business entity

Instructions for Section II: General Information—MDMA

Please provide the following information for the **MDMA**, if not using SCE for these services:

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Individual name/business name:	Legal business name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal name
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
Dun & Bradstreet number:	9 digit no. that utility uses as the unique identification number for the MDMA
Certification number:	The certification number provided by the CPUC
MDMA Server Address:	The address of the MDMA's server that will contain meter read information
MDMA Server Password:	The password to obtain access to the MDMA server
Correspondence e-mail address:	E-mail address where MDMA can receive correspondences only

Instructions for Section III: General Information—MSP

Please provide the following information for the **MSP**, if not using SCE for these services:

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Individual name/business name:	Legal business name. Name of Sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal name
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate business contact name:	Individuals assigned as business contacts for utility
Primary/alternate phone number:	Phone number of business contacts for utility
Primary/alternate E-mail address:	E-mail address of business contacts for utility
Dun & Bradstreet number:	9 digit number that utility will use as the unique identification number for the MSP
Certification number:	The certification number provided by the CPUC
Correspondence e-mail address:	E-mail address where MSP can receive correspondences only

Instructions for Sections IV through VIII: General Information-Billing/Remittance: ESPs are *required* to complete this section. Please provide your billing option selected on the ESP Service Agreement, and complete the appropriate sections depending on the billing option you select. The Billing Inserts can either be downloaded from the SCE's website at:

(<http://www.sce.com/AboutSCE/DocumentLibrary/Connection+Customer/customer-connection-notice.htm>) or provided as a hard copy paper version.



PARTICIPANT INFORMATION FORM

GENERAL INFORMATION—ELECTRIC SERVICE PROVIDER (ESP)

Reviewed By: _____

Date: _____

Section I: General Information—ESP		
Individual Name/Business: Name:		DBA:
Business Street Address:		
City:	State:	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Business Contact Title:	Alternate Business Contact Title:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail:	
Dun & Bradstreet Number:	CPUC Registration Number (if applicable):	
Scheduling Coordinator:	Renewable Provider Number (if applicable):	
Account Maintenance e-mail address:	Tax ID Number:	

GENERAL INFORMATION—METER DATA MANAGEMENT AGENT (MDMA); if applicable

Section II: General Information—MDMA		
Individual Name/Business:		DBA:
Business Street Address:		
City:	State:	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail :	
Dun & Bradstreet Number:	Certification Number:	
MDMA Server Address:	MDMA Server Password:	
Correspondence e-mail address:		

GENERAL INFORMATION—METERING SERVICE PROVIDER (MSP); if applicable

Section III: General Information—MSP		
Individual Name/Business: Name:		DBA:
Business Street Address:		
City:	State: CA	Zip Code:
Mailing Street Address:		
City:	State:	Zip Code:
Primary Business Contact:	Alternate Business Contact:	
Primary Phone Number:	Alternate Phone Number:	
Primary E-Mail:	Alternate E-Mail:	
Dun & Bradstreet Number:	Certification Number:	
Correspondence e-mail address:		

GENERAL INFORMATION—BILLING/REMITTANCE

Section IV: Billing Option(s) Selected in ESP Service Agreement		
_____ Dual Billing	_____ ESP Consolidated Billing	_____ SCE Consolidated Billing
Section V: Additional Information—ESP Consolidated Billing		
Preferred Method of Receiving	Preferred Method for Receiving	Preferred Method of Payment to SCE (select one only):
Bill-Ready Data:	Invoices from SCE:	_____ EDI/EFT _____ Electronic Funds Transfer
_____ EDI	_____ EDI _____ Paper	_____ Direct Payment _____ Authorized Payment Agencies
	_____ Diskette	_____ Pay-by-Phone _____ Mail-in
Section VI: Additional Information—SCE Consolidated Billing		
Preferred Method of Sending Bill-Ready Data to SCE:		Preferred Method to Receive Payment from SCE:
_____ EDI _____ CSV File Posted to MDMA Server		_____ EDI/EFT _____ EDI/Hard Copy
Return of ESP Uncollected Receivables		
For ESPs that have selected SCE Consolidated Billing, SCE has the capability of returning uncollected ESP charges on both active and closed accounts. In addition, SCE can offer different return dates. Please choose a return date for active accounts and a return date for closed accounts from the time periods listed below:		
60 days		
90 days	_____ Number of Days for Active Accounts	
120 days	_____ Number of Days for Closed Accounts	
150 days		
180 days		

Section VII: Remittance - Banking Information		
Bank Name:	Account Name:	
Bank Address:	Account No.:	ABA Routing No.:
Section VIII: Billing Inserts		
Preferred method to Receive Bill Inserts:	Special Billing Mailing Address:	
<input type="checkbox"/> SCE Website (http://www.sce.com/b-db/esp/)		
<input type="checkbox"/> Paper	Special Billing E-Mail:	

Selecting the ESP Consolidated Billing Option also requires selecting the Dual Billing option. Dual Billing is required for reverse bills or rebills under ESP Consolidated Billing.

Service Agreement Instructions for Preparation

SCE-ESP Service Agreement—General Information

The Service Agreement establishes the contractual relationship between SCE and the ESP. Certain specifications requested in the service agreement must be established prior to SCE's processing Direct Access Service Requests (DASR). Please complete all blank data fields of the agreement.

Please indicate if you wish to provide the following billing/metering services.

Billing Option(s) Offered to the end-use customers by ESP & method of communication for billing charges (please check all that apply):

- **Consolidated SCE Billing**
 - EDI
- **Consolidated ESP Billing**
 - Paper
 - Diskette
 - EDI
- **Separate SCE and ESP Bills**

Meter Option(s) Offered to End-Use Customers by ESP (please check all that apply):

- **ESP will provide Interval Meters.**
- **ESP will offer Meter Services.**
- **ESP will offer MDMA Services.**

If these services are not selected in the service agreement, SCE will provide these services.

**SOUTHERN CALIFORNIA EDISON COMPANY
ELECTRIC SERVICE PROVIDER SERVICE AGREEMENT**

Agreement Number: _____

This Electric Service Provider Service Agreement (this "Agreement") is made and entered into as of this _____ day of _____, 20____, by and between "_____"("ESP"), a _____ organized and existing under the laws of the state of _____, and Southern California Edison Company ("Edison"), a corporation organized and existing under the laws of the State of California. From time to time, ESP and Edison shall be individually referred to herein as a "Party" and collectively as the "Parties."

Section 1: General Description of Agreement

- 1.1 This Agreement is a legally binding contract. The Parties named in this Agreement are bound by the terms set forth herein and otherwise incorporated herein by reference. This Agreement shall govern the business relationship between the Parties hereto by which ESP shall offer electrical energy services, including, but not limited to, account maintenance and billing services, electrical meter installation, meter reading services and/or any other services that may be approved by the California Public Utilities Commission ("CPUC") in Direct Access transactions with customers in Edison's service territory ("Direct Access Services"). Each Party, by agreeing to undertake specific activities and responsibilities for or on behalf of customers, acknowledges that each Party shall relieve and discharge the other Party of the responsibility for said activities and responsibilities with respect to those customers. Except where explicitly defined herein (including Attachment A hereto), the definitions controlling this Agreement are contained in Edison's applicable rules or in the relevant direct access tariff (Edison Rule 22).
- 1.2 The form of this Agreement has been developed as part of the CPUC regulatory process, was intended to conform to CPUC directions, was filed and approved by the CPUC for use between Edison and ESPs and may not be waived, altered, amended or modified, except as provided herein or in the relevant direct access tariff, or as may otherwise be authorized by the CPUC.

Section 2: Representations

- 2.1 Each Party represents that it is and shall remain in compliance with all applicable laws and tariffs, including applicable CPUC requirements.
- 2.2 Each person executing this Agreement for the respective Parties expressly represents and warrants that he or she has authority to bind the entity on whose behalf this Agreement is executed.
- 2.3 Each Party represents that (a) it has the full power and authority to execute and deliver this Agreement and to perform its terms and conditions; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes such Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 2.4 Each Party shall (a) exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement; and (b) carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

Section 3: Term of Service

The term of this Agreement shall commence on the date of execution by both Parties hereto (the "Effective Date") and shall terminate on the earlier of (a) the date ESP informs Edison that it is no longer operating as an ESP in Edison's service territory; (b) the earlier termination pursuant to Section 4 hereof; or (c) the effective date of a new ESP Service Agreement between the Parties hereto. Notwithstanding the Effective Date of this Agreement, the ESP acknowledges that it may only offer Direct Access Services to customers effective January 1, 1998, or such other date as may be directed by the CPUC for commencement of such services by ESPs, and only after it has complied with all provisions of this Agreement and Edison's applicable tariffs.

Section 4: Events of Default and Remedy for Default

- 4.1 An Event of Default under this Agreement shall include either Party's material breach of any provision of this Agreement, including those incorporated by reference herein, and failure to cure such breach within thirty (30) calendar days of receipt of written notice thereof from the non-defaulting Party; or such other period as may be provided by this Agreement or the relevant direct access tariff.
- 4.2 In the event of such an Event of Default, the non-defaulting Party shall be entitled (a) to exercise any and all remedies available under the relevant direct access tariff ; (b) to the extent not inconsistent with the relevant direct access tariff, to exercise any and all remedies provided for by law or in equity; and (c) in the event of a material Event of Default, to terminate this Agreement upon written notice to the other Party, which shall be effective upon the receipt thereof.
- 4.3 Breach by any Party hereto of any provision of the relevant direct access tariff shall be governed by applicable provisions contained therein and each Party will retain all rights granted thereunder.

Section 5: Billing, Metering and Payment

- 5.1 Billing options and metering services which are available to ESP shall be as described in the relevant direct access tariff. Billing and metering options applicable to a particular customer shall be designated in the Direct Access Service Request submitted by the ESP for such customer.
- 5.2 Edison will bill and the ESP agrees to pay Edison for all services and products provided by Edison in accordance with the terms and conditions set forth in the relevant direct access tariff. Any services provided by the ESP to Edison shall be by separate agreement between the Parties and are not a subject of this Agreement.

Section 6: Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred, except as provided for in this Section. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability, except in the event of an action

covered by the Indemnification provisions of Section 7 of this Agreement, in which event this Section 6 shall not be applicable.

Section 7: Indemnification

- 7.1 To the fullest extent permitted by law, and subject to the limitations set forth in Section 6 of this Agreement, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party,

and its current and future direct and indirect parent companies, affiliates and their shareholders, officers, directors, employees, agents, servants and assigns (collectively, the "Indemnified Party") and at the Indemnified Party's option, the Indemnifying Party shall defend the Indemnified Party from and against any and all claims and/or liabilities for losses, expenses, damage to property, injury to or death of any person, including, but not limited to, the Indemnified Party's employees and its affiliates' employees, subcontractors and subcontractors' employees, or any other liability incurred by the Indemnified Party, including reasonable expenses, legal and otherwise, which shall include reasonable attorneys' fees, caused wholly or in part by any negligent, grossly negligent or willful act or omission by the Indemnifying Party, its officers, directors, employees, agents or assigns arising out of this Agreement, except to the extent caused wholly or in part by any negligent, grossly negligent or willful act or omission of the Indemnified Party.

7.2 If any claim covered by Section 7.1 is brought against the Indemnified Party, then the Indemnifying Party shall be entitled to participate in, and unless in the opinion of counsel for the Indemnified Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnified Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnified Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.

7.3 The Indemnifying Party's obligation to indemnify under this Section 7 shall survive termination of this Agreement, and shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Indemnifying Party under any statutory scheme, including, without limitation, under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

Section 8: Assignment and Delegation

8.1 Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 8 shall be void.

8.2 Notwithstanding the provisions of this Section 8, either Party may subcontract its duties under this Agreement to a subcontractor, provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, shall serve as the point of contact between its subcontractor and the other Party, and shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other Party shall reasonably require, and provided further that each Party may subcontract its obligation to provide Metering or Meter Reading Services under this Agreement only to subcontractors who have complied with all certification or registration requirements described in applicable law, CPUC rules and the relevant direct access tariff. If either Party subcontracts any of its duties hereunder, it shall cause its subcontractors to perform in a manner which is in conformity with that Party's obligations under this Agreement.

Section 9: Independent Contractors

Each Party shall perform its obligations under this Agreement (including any obligations performed by a Party's designees as permitted under Section 8 of this Agreement) as an independent contractor.

Section 10: Entire Agreement

This Agreement consists of, in its entirety, this Electric Service Provider Service Agreement and all attachments hereto, all Direct Access Service Requests submitted pursuant to this Agreement and the relevant direct access tariff. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties.

Section 11: Nondisclosure

11.1 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, customers of either or both Parties, suppliers for either Party, personnel of either Party, any trade secrets, and other information of a similar nature, whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a party who was under an obligation of confidentiality to the other Party to this Agreement or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own confidential information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.

11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

Section 12: Enforceability

If any provision of this Agreement or the application thereof, is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

Section 13: Notices

13.1 Except as otherwise provided in this Agreement, any notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid, or (c) facsimile, with confirmation of receipt to the Parties as follows:

If the notice is to ESP:

Contact Name: _____

Business Address: _____

Facsimile: _____

If the notice is to Edison:

Contact Name: _____

Business Address: _____

Facsimile: _____

13.2 Each Party shall be entitled to specify as its proper address any other address in the United States upon written notice to the other Party.

13.3 Each Party shall designate on Attachment A the person(s) to be contacted with respect to specific operational matters relating to Direct Access service. Each Party shall be entitled to specify any change to such person(s) upon written notice to the other Party.

Section 14: Time of Essence

The Parties expressly agree that time is of the essence for all portions of this Agreement.

Section 15: Dispute Resolution

- 15.1 The form of this Agreement has been filed with and approved by the CPUC as part of Edison's applicable tariffs. Except as provided in Section 15.2 and 15.3, any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of Edison's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by Edison) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the matter shall, upon demand of either Party, be submitted to resolution before the CPUC in accordance with the CPUC's rules, regulations and procedures applicable to resolution of such disputes.
- 15.2 Any dispute arising between the Parties relating to interpretation of the provisions of this Agreement or to the performance of the ESP's obligations hereunder (including the performance of Billing Services, Metering Services and MDMA Services by the ESP) shall be reduced to writing and referred to the Parties' representatives identified on Attachment A for resolution. Should such a dispute arise, the Parties shall be required to meet and confer in an effort to resolve their dispute. Pending resolution, the Parties shall proceed diligently with the performance of their respective obligations under this Agreement, except if this Agreement has been terminated under Section 4.2. If the Parties fail to reach an agreement within a reasonable period of time, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues.
- 15.3 Notwithstanding the provisions of Paragraph 15.1 and 15.2 above: (a) all disputes between the Parties relating to the payment by the ESP of any Edison fees or charges shall be subject to the provisions of Edison's applicable tariffs governing disputes over customer bills; (b) all disputes between the Parties regarding Competition Transition Charges payable by direct access customers or the ESP on behalf of such customers shall be subject to the provisions of Edison's applicable tariffs; and (c) Edison may pursue available remedies for unauthorized electrical use by the ESP in a court of competent jurisdiction.
- 15.4 If the dispute involves a request for damages, Parties are notified that the Commission has no authority to award damages. To resolve such issues, the Parties may mutually agree to pursue mediation or arbitration to resolve such issues, or if no agreement is reached, to pursue other legal remedies that are available to the Parties.

Section 16: Applicable Law and Venue

This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the Parties are affixed or of the place or places of performance. Except for matters and disputes with respect to which the CPUC is the sole proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

Section 17: Force Majeure

Neither Party shall be liable for any delay or failure in the performance of any part of this Agreement (other than obligations to pay money) due to any event of force majeure or other cause beyond its reasonable control, including but not limited to, unusually severe weather, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, civil disturbance, strike, work stoppage caused by jurisdictional and similar disputes, restraint by court order or public authority, or action or non-action by or inability to obtain authorization or approval from any governmental authority, or any combination of these causes, which by the exercise of due diligence and foresight such Party could not reasonably have been expected to avoid and which by the exercise of due diligence is unable to overcome. It is agreed that upon the Party so affected giving written notice and reasonably full particulars of such force majeure to the other Party within a reasonable time after the cause relied on, then the obligations of the Party, so far as they are affected by the event of force majeure, shall be suspended during the continuation of such inability and circumstance and shall, so far as possible, be remedied with all reasonable dispatch. In the event of force majeure, as described herein, both Parties shall take all reasonable steps to comply with this Agreement and Edison's applicable tariffs despite occurrence of a force majeure event.

Section 18: Unauthorized Use of Energy (Energy Theft)

18.1 The ESP represents and warrants that for each of its Customers, and at all times during which it provides Direct Access services as an Electric Service Provider, the ESP shall completely, accurately, and in a timely manner account for each of its Customer's loads with a duly authorized Scheduling Coordinator. Load data not accounted for in this manner may provide grounds for termination of this Agreement. For verification purposes only, Edison shall have complete access to the identity of the Scheduling Coordinator and the load data provided to it by the ESP. Such information is to remain confidential, and shall not be disclosed to any unauthorized person.

18.2 Edison shall notify the ESP immediately and the ESP shall notify Edison immediately of any suspected unauthorized energy use. The Parties agree to preserve any evidence of unauthorized energy use. Once unauthorized energy use is suspected, Edison, in its sole discretion, may take any or all of the actions permitted under Edison's applicable tariffs.

Section 19: Not a Joint Venture

Unless specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either Party. Each Party shall be liable individually and severally for its own obligations under this Agreement.

Section 20: Conflicts Between this Agreement and the Relevant Direct Access Tariff

Should a conflict exist or develop between the provisions of this Agreement and the relevant direct access tariff, as approved by the CPUC, the provisions of the relevant direct access tariff shall prevail.

Section 21: Amendments or Modifications

21.1 Except as provided in Section 21.2, no amendment or modification shall be made to this Agreement, in whole or in part, except by an instrument in writing executed by authorized representatives of the Parties, and no amendment or modification shall be made by course of performance, course of dealing or usage of trade.

21.2 This Agreement may be subject to such changes or modifications as the CPUC may from time to time direct or necessitate in the exercise of its jurisdiction, and the Parties may amend the Agreement to conform to changes directed or necessitated by the CPUC. In the event the Parties are unable to agree on the required changes or modifications to this Agreement, their dispute shall be resolved in accordance with the provisions of Section 15 hereof or, in the alternative, ESP may elect to terminate this Agreement upon written notice to Edison, which shall be effective upon the receipt thereof. Edison retains the right to unilaterally file with the CPUC, pursuant to the CPUC's rules and regulations, an application for a change in Edison's rates, charges, classification, service or rules, or any agreement relating thereto.

Section 22: Billing Options Offered to End-Use Customers by ESP

Check which billing options (as described in the relevant direct access tariff) ESP intends to provide its Customers under this Agreement. All ESPs must submit a credit application on the form provided by SCE.

_____ **Consolidated Edison Billing.** If ESP is selecting this billing option, indicate the primary method for notifying Edison of ESP charges (check one):

_____ EDI

_____ **Consolidated ESP Billing.** If ESP is selecting this billing option, indicate the primary method for notifying ESP of Edison Charges (check one):

_____ Paper

_____ Diskette

_____ EDI

_____ **Separate Edison and ESP Bills.**

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to Edison. The Direct Access Service Request ("DASR") for each Direct Access customer will specify which billing option will apply to that customer. If ESP specifies in any DASR any billing option that has not been checked above, the DASR will be rejected.

Section 23: Meter Options Offered to End-Use Customers by ESP

Please indicate which meter options (as described in Edison's applicable tariffs) the ESP will offer for some or all Customers served under this Agreement:

_____ ESP will provide Hourly Meters.

_____ ESP will offer Hourly Meter Installation Services.

_____ ESP will offer Hourly Meter Reading Services.

ESP may change these elections from time to time in compliance with the relevant direct access tariff upon prior written notice to Edison. The Direct Access Service Request for each Direct Access customer will specify which metering option will apply to that

Customer. If ESP specifies in any Direct Access Service Request any metering option that has not been checked above, the DASR will be rejected.

Section 24: Audits

- 24.1 Edison and the ESP shall each retain such specific records as may be required to support the accuracy of meter data provided in their respective consolidated billings. When either Party reasonably believes that errors related to metering or billing activity may have occurred, a Party may request the production of such documents as may be required to verify the accuracy of such metering and consolidated billing. Such documents shall be provided within ten (10) business days of such request. In the event the requesting Party, upon review of such documents, continues to believe that the other Party's duty to accurately meter and provide consolidated billing for usage has been breached, the requesting Party may direct that an audit be conducted. Edison and the ESP shall designate their own employee representative or their contracted representative to audit the other party's records.
- 24.2 Any such audit shall be undertaken by Edison, the ESP, or their contracted representative at reasonable times without interference with the audited Party's business operations, and in compliance with the audited Party's security procedures. Edison and the ESP agree to cooperate fully with any such audit.
- 24.3 Specific records to support the accuracy of meter data provided in the consolidated billings may require examination of billing and metering support documentation maintained by subcontractors. Edison and the ESP shall include a similar clause in their agreements with their subcontractors reserving the right to designate their own employee representative, or their contracted representative to audit records related to consolidated billing to Direct Access Customers.
- 24.4 The auditing Party will notify the audited Party in writing of any exception taken as a result of an audit. The audited Party shall refund the amount of any undisputed exception to the auditing Party within ten (10) days. If the audited Party fails to make such payment, the audited Party agrees to pay interest, accruing monthly, at a rate equal to the prime rate plus two percent (2%) of Bank of America NT&SA, San Francisco, or any successor institution [NOTE: Do we still peg things to BofA or successor, or do we use another institution?], in effect from time to time, but not to exceed the maximum contract rate permitted by the applicable usury laws of the State of California. Interest will be computed from the date of written notification of exceptions to the date the audited Party reimburses the auditing Party for any exception. The cost of such audit shall be paid by the auditing Party; provided, however, that in the event an audit verifies overcharges of five percent (5%) or more, then the audited Party shall reimburse the auditing Party for the cost of the audit.
- 24.5 This right to audit shall extend for a period of three (3) years following the date of final payment under this Agreement. Each Party and each subcontractor shall retain all necessary records and documentation for the entire length of this audit period.

Section 25: Miscellaneous

- 25.1 Unless otherwise stated in this Agreement: (a) any reference in this Agreement to a section, subsection, attachment or similar term refers to the provisions of this Agreement; (b) a reference to a section includes that section and all its subsections; and (c) the words "include," "includes," and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." The Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

- 25.2 The provisions of this Agreement are for the benefit of the Parties and not for any other person or third party beneficiary. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization other than a Party or a successor or assignee of a Party to this Agreement.
- 25.3 The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 25.4 Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.
- 25.5 Each Party shall be responsible for paying its own attorneys' fees and other costs associated with this Agreement, except as provided in Sections 6 and 7 hereof. If a dispute exists hereunder, the prevailing Party, as determined by the CPUC, or as may otherwise be determined by the dispute resolution procedure contained in Section 15 hereof, if used, or by a court of law, shall be entitled to reasonable attorneys' fees and costs.
- 25.6 To the extent that the CPUC has a right under then-current law to audit either Party's compliance with this Agreement or other legal or regulatory requirements pertaining to Direct Access transactions, that Party shall cooperate with such audits. Nothing in this Section shall be construed as an admission by either Party with respect to the right of the CPUC to conduct such audits or the scope thereof.
- 25.7 Except as otherwise provided in this Agreement, all rights of termination, cancellation or other remedies in this Agreement are cumulative. Use of any remedy shall not preclude any other remedy in this Agreement.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

On Behalf of ESP

On Behalf of Edison

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____

ATTACHMENT A

A. Definitions:

Billing Services - The consolidated billing services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Consolidated ESP Bill - The consolidated bill prepared and presented by ESP to an end-use customer which includes the customer's ESP Charges and Edison Charges.

Consolidated Edison Bill - The consolidated bill prepared and presented by Edison to an end-use customer which includes the Customer's ESP Charges and Edison Charges.

Direct Access Customers - An end-use customer located within Edison's service territory who purchases Direct Access Services through the ESP.

ESP Charges - Charges for Direct Access Services provided by the ESP.

Metering Services - The meter installation, maintenance and related services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Meter Reading Services - The meter reading and related services described in the relevant direct access tariff which are provided by Edison and/or ESP.

Edison Charges - Charges (a) for services provided by Edison; or (b) which are energy-related and which are approved by the CPUC or the Federal Energy Regulatory Commission (including any Competition Transition Charges or Fixed Transition Amount Charges owing to Edison or its affiliates, as those terms are defined under the California Public Utilities Code). Fixed Transition Amount Charges are also referred to as Trust Transfer Amount (TTA) Charges.

B. Contact Persons (Section 13.3):

1. Billing Services

Edison Contact: _____

ESP Contact: _____

2. Metering and Meter Reading Services

Edison Contact: _____

ESP Contact: _____

C. Parties' Representatives (Section 15.1):

Edison Representative: _____

ESP Representative: _____

ESP Credit Application Instruction Sheet

Purpose

The credit application is used to conduct a creditworthiness evaluation, as well as to set up and establish the initial credit profile for an individual ESP. All ESPs entering into a SCE-ESP Service Agreement must complete a credit application.

General Instructions

1. Please type or print in ink.
2. If a mistake is made, you can make the corrections or request a new form from Customer Choice Services.
3. If, in the future, you need to make changes to any of the information on this form, you must complete a new form.
4. Each section must be completed in order for SCE to accept your form.
5. Remember to sign and date the form before submitting it. Send completed forms to:

Customer Choice Services
6020 N. Irwindale Ave., Suite I
Irwindale, CA 91702
Attn: Electronic Communications Coordinator

6. Please make a copy of your completed form for your records.
7. If you have any questions, please call:
Customer Choice Services at (626) 812-7649
(888) 371-3777

Remember to:

Provide the name and phone number of the contact regarding credit concerns.

Sign and date the form. Also include the representative's phone number.

In order to establish proper credit security with SCE, you may need to complete one of the security forms included in this packet.

ESP Credit Application Instructions for Preparation

Instructions for Section I: General Information—ESP

This section is *required* to be completed by each ESP. Please provide the following information for the **ESP**:

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Individual name/business name:	Legal Business Name. Name of sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name:	Name you will conduct business under if different than legal name
Business street address:	Business headquarters address
Mailing street address (if different from business address):	Where you would like correspondence and/or bills sent to
Primary/alternate phone number	Phone number of business contacts for utility
ESP Taxpayer ID	The entity's ID that is used to file taxes with the IRS
ESP Social Security Numbers	If entity is sole proprietor, the SSN of the owner
Type of Applicant	Indicate type of business: sole proprietor, general partnership, limited partnership, governmental, or corporation
Name & title of principal owner/officer	Name and title of the top three executives of the entity
Name & social security number of general partners	The individual name(s) and SSN of each general partner

Instructions for Section II: Credit Information—ESP

Please provide the following credit information for the **ESP**

Please answer the questions in this section with a **Yes** or **No**

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Does your entity have public debt?	Public Debt is debt that the general public can purchase i.e., Corporate Bonds. Entities that issue public debt are required to file financial statements on a quarterly basis with the Securities Exchange Commission (SEC)
Is your entity publicly traded? Fiscal Year End (Month/Day)	Publicly traded is defined as any entity that sells stock to the general public via a stock exchange i.e., NYSE. In addition, the entity is required to file financial statements on a quarterly basis with the SEC. The fiscal year end is the month and day on which the entity closes its books for the year for accounting purposes i.e., 12/31
Do you have a parent entity? If yes, complete sections III & IV.	A parent entity is defined as an entity that owns a majority interest in another entity defined as 50.1% or more

Instructions Section III: General Information—Parent Entity

Please provide the following information for the **Parent Entity**

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Individual name/business name	Legal Business Name. Name of sole proprietor, partnership, or Corporate name
Doing Business As (DBA) name	Name you will conduct business under if different than legal name
Business street address	Business headquarters address
Mailing street address (if different from business address)	Where you would like correspondence and/or bills sent to
Primary/alternate phone number	Phone number of business contacts for utility
Parent Entity Taxpayer ID	The entity's ID that is used to file taxes with the IRS
Parent Entity Social Security Numbers	If entity is sole proprietor, the SSN of the owner
Type of Applicant	Indicate type of business: sole proprietor, general partnership, limited partnership, governmental, or corporation
Name & title of principal owner/officer	Name and title of the top three executive of the entity
Name & social security number of general partners	The individual name(s) and SSN of each general partner

Instructions for Section IV: Credit Information —Parent Entity

Please answer the questions in this section with a **Yes** or **No**

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Does your entity have public debt?	Public Debt is debt that the general public can purchase i.e., Corporate Bonds. Entities that issue public debt are required to file financial statements on a quarterly basis with the Securities Exchange Commission (SEC)
Is your entity publicly traded? Fiscal Year End (Month/Day)	Publicly traded is defined as any entity that sells stock to the general public via a stock exchange i.e., NYSE. In addition, the entity is required to file financial statements on a quarterly basis with the SEC. The fiscal year end is the month and day on which the entity closes its books for the year for accounting purposes i.e., 12/31

ELECTRIC SERVICE PROVIDER (ESP) CREDIT APPLICATION

Section I: General Information - ESP			
Entity Name:		DBA:	
Business Street Address:			
City:		State:	Zip Code:
Mailing Street Address:			
City:		State:	Zip Code:
Primary Phone Number:		Alternate Phone Number:	
Taxpayer ID Number:		Social Security Number:	
Type of Applicant Check One: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Corporation			
Principal Owners/Officers:		Titles:	
General Partners Names:		Social Security Numbers:	
Section II: Credit Information – ESP			
Does your entity have public debt?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is your entity a publicly traded corporation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fiscal Year End (Month/Day):			
Do you have a parent entity? If yes complete Sections III & IV		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Section III: General Information - Parent Entity			
Individual Name/Business:		DBA:	
Business Street Address:			
City:		State:	Zip Code:
Mailing Street Address:			
City:		State:	Zip Code:
Primary Phone Number:		Alternate Phone Number:	
Taxpayer ID Number:		Social Security Number:	
Type of Applicant Check One: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Corporation			
Principal Owners/Officers:		Titles:	
General Partners Names:		Social Security Numbers:	
Section IV: Credit Information - Parent Entity			
Does this entity have public debt?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is this entity a publicly traded corporation?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fiscal Year End (Month/Day):			
ESP Contact Name & Title (for Credit Concerns):			
Contact Phone Number:			
Signature: _____		Phone Number: _____	
Name (Printed): _____		Date: _____	
Title: _____			

ASSIGNMENT OF CERTIFICATE OF DEPOSIT

(For Payment of all Bills, Statements,
or Charges for any Goods or Services)

The undersigned, _____ of _____, hereinafter referred to as ASSIGNOR, in consideration of financial accommodations afforded or to be afforded to one or more of the undersigned by SOUTHERN CALIFORNIA EDISON COMPANY, hereinafter referred to as ASSIGNEE, does hereby assign to, transfer over and pledge, subject to the terms and conditions set forth herein, all rights, title and interest of the undersigned in and to the deposit account maintained with and payable by

_____ in the names of _____ evidenced by Certificate of Deposit No. _____, in the amount of \$ _____, and all sums now or at any time hereafter due or to become due on that account.

The undersigned ASSIGNOR hereby directs that, upon expiration of the original or successive term, the Certificate of Deposit shall automatically rollover and reinvest for an additional term for a period of time equal to the original term.

This Assignment is made and shall constitute security for any and all indebtedness or liabilities of any kind and nature of the undersigned to SOUTHERN CALIFORNIA EDISON COMPANY howsoever evidenced, whether now existing or hereafter arising, direct or contingent or joint or several.

In the event that ASSIGNOR fails to render payment in full to SOUTHERN CALIFORNIA EDISON COMPANY in a timely manner for any goods or services provided by SOUTHERN CALIFORNIA EDISON COMPANY or changes or files a petition in bankruptcy, this shall constitute a default by ASSIGNOR. In the event of such a default, the undersigned ASSIGNOR hereby constitutes and appoints SOUTHERN CALIFORNIA EDISON COMPANY, by any of its officers, the true and lawful attorney of the undersigned, with full power of substitution, to execute, demand, collect, receive for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable on or to said deposit account **without notice to ASSIGNOR**, to execute any and all withdrawal receipts or other orders for the payment of money drawn on said deposit account and to endorse the name of the undersigned on all commercial paper given in payment or part payment thereof, and in its discretion to sign any notice or take any other action or proceeding, either in its own name or the name of the undersigned, which it may deem necessary to preserve the interest of ASSIGNEE hereunder, and shall have and is hereby given full power and authority to transfer said deposit account into the name of SOUTHERN CALIFORNIA EDISON COMPANY or its nominee.

The undersigned ASSIGNOR represents and warrants that this deposit account is owned by the undersigned free and clear of all liens or encumbrances of any nature whatsoever, and that the undersigned has full power and authority to execute and deliver this Assignment.

This Assignment cannot be revoked by ASSIGNOR without thirty (30) days prior written notice to SOUTHERN CALIFORNIA EDISON COMPANY, return receipt requested, at the address listed on next page.

This Assignment and all the powers and rights herein contained or resulting herefrom are binding upon and shall injure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS THEREOF, this Assignment has been executed in duplicate by the undersigned.

ASSIGNOR:

_____, 20 _____

at _____,
California

By _____

Title _____

ASSIGNEE:

SOUTHERN CALIFORNIA EDISON COMPANY

_____, 20 _____

at _____,
California

By _____

Title _____

NOTICE OF ASSIGNMENT

To: _____

Date _____

Please accept this as my notice to you that, as of this date, I have assigned to Southern California Edison Company for value my time deposit account with you, Certificate of Deposit No. _____, which has a balance to my credit of \$_____.

This notice and instruction remains in full force until you are again notified in writing to the contrary by both the undersigned and Southern California Edison Company.

ASSIGNOR:

SIGNATURE

SIGNATURE

Please sign and return the copy of this form acknowledging that you have received this Notice of Assignment, verifying the balance in the account, and assuring us that you have no information concerning a prior assignment lien or other demand or court order relative to this account.

The undersigned obligor further acknowledges that it does not have any claim or defenses which may be set off against the Assignor's certificate of deposit account. We agree to make payment to Assignee Southern California Edison Company upon written request.

Return to Assignee:

SOUTHERN CALIFORNIA EDISON COMPANY

Balance verified and receipt acknowledged:

BANK

BRANCH

By _____
AUTHORIZED SIGNATURE

TITLE/DATE

Irrevocable Standby Letter Of Credit

Date of Issue _____

	ISSUING BANK'S NO.
APPLICANT/CUSTOMER	ISSUING BANK
BENEFICIARY Southern California Edison Company	AMOUNT
	EXPIRATION DATE

Dear Sir or Madam:

At the request of _____, we hereby issue this Letter of Credit in your favor up to an aggregate amount of _____, U.S. Dollars. This Letter of Credit is available for payment against your draft at sight drawn on _____.

(Applicant)
(Amount)
(Issuing Bank)

This letter must be accompanied by: (a) your statement purportedly signed by an employee of Southern California Edison Company (Edison) stating that _____ failed to pay for goods or services provided by Edison when due; and (b) a copy of bill(s) for such goods or services.

(Applicant/Customer)

We agree that all draft(s) drawn under and in compliance with this Letter of Credit will be honored on presentation to us as specified in this letter. This Letter of Credit may not be canceled or revoked.

This undertaking is issued subject to ISP98 (also known as ICC publication No. 590), and all disputes arising out of it or related to it are subject to arbitration under ICLOCA Rules (1996).

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

SOUTHERN CALIFORNIA EDISON COMPANY
300 N Lone Hill Avenue
San Dimas, CA 91773

SURETY BOND

Bond No. _____ **Effective Date** _____
Amount _____ **Premium** _____

We, _____ ("Principal") and _____ ("Surety"), a corporation incorporated under the laws of the State of _____ and duly authorized to engage in the Surety Insurance business in the State of California, are held and firmly bound unto Southern California Edison Company ("Edison"), in the sum of _____ dollars (\$ _____), lawful money of the United States of America. Until the payment of said sum is made, we bind ourselves, our successors and assigns, jointly and severally to Edison.

Surety agrees to pay to Edison upon demand all charges for any goods or services provided by Edison, not to exceed the amount stated above, which have been or will be incurred by Principal.

Principal plans to use, is using, or has used, goods or services provided by Edison. Principal is required to issue payment to Edison for said goods or services provided by Edison and furnishes this Bond in lieu of a cash deposit otherwise required by Edison.

THE CONDITIONS OF THIS BOND ARE:

1. The condition of obligation is such that this Bond will be unenforceable against Surety if Principal shall pay or cause to be paid to Edison all charges for any goods or services provided by Edison rendered at any and all times to Principal. Surety also agrees to fully reimburse and repay any and all costs, damages and reasonable expenses which Edison may suffer because of the failure of Principal or Surety to perform all of the obligations of Principal or Surety under this agreement.
2. Surety must have a rating from AM Best Company of A or better.
3. **Default:** In the event, however, the Principal fails to render payment in full to Edison in a timely manner for any goods or services provided by Edison or charges or files a petition in bankruptcy, this shall constitute a default of Principal. In the event of such a default, the amount due and owing, up to the full value of this Bond, will be paid by Surety to Edison. Such payment shall be made to Edison within thirty (30) days of receipt of notice from Edison of default of Principal. Interest on the amount due shall accrue at the rate of 18% per annum on the thirty-first (31st) day after receipt of notice from Edison.
4. **Cancellation:** Either party may cancel this Bond by written notice served by certified or registered mail or return receipt requested to the other party, specifying the effective date of said cancellation, which in no event shall be less than thirty (30) days after the postmarked date which said notice was mailed. Notice to Edison should be mailed to the above address.
5. **California Law:** This agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS THEREOF, the parties hereto have caused this Bond to be executed on their behalf by their respectively authorized officers of agents this _____ day of _____, 20_____.

Seal of
Principal

Principal: _____

By: _____

Address: _____

Surety: _____

By: _____

Address: _____

Seal of
Surety

(Individual and Partnership)

(Corporation)

**STATE OF CALIFORNIA
COUNTY OF**

**STATE OF CALIFORNIA
COUNTY OF**

_____ SS
On _____ before me,
(Date)
_____, personally
(Notary)
appeared _____ and
(Signatory)
_____, personally
(Signatory)

_____ SS
On _____ before me,
(Date)
_____, personally
(Notary)
appeared _____ and
(Signatory)
_____, personally
(Signatory)

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

known to me to be the President, and known to me to be the Secretary of the Corporation that executed the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Witness my hand and official seal.

Signature _____

Signature _____

(Seal)

(Seal)

**THIS SECTION MUST ALWAYS BE COMPLETED
(Attorney in Fact)**

STATE OF CALIFORNIA
COUNTY OF

_____ ss.
On _____ before me, _____, personally
(Date) (Notary)
appeared _____ and _____, personally
(Signatory) (Signatory)

known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney(s) in fact of _____ and _____, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____ (Seal)

CORPORATE GUARANTY AGREEMENT

Guarantor Company Name

Address

In consideration of, and as an inducement to Southern California Edison Company ("Edison") extending credit or making other financial accommodations to _____ ("Obligor"), the undersigned, _____ ("Guarantor"), hereby unconditionally and irrevocably guarantees the payment of any and all indebtedness or liabilities according to the terms of any and all agreements or extensions of credit incurred by Obligor to Edison. The word "indebtedness" is used in its most comprehensive sense and includes any and all advances, debts, obligations, and liabilities of Obligor now or hereafter made, incurred, or created, whether voluntary or involuntary, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Obligor may be liable individual or jointly with others, or whether recovery may be or become barred by any statute of limitations or otherwise become unenforceful.

This Guaranty shall be deemed a primary obligation of Guarantor, and Guarantor waives any right to have Obligor be joined with Guarantor in any suit brought against Obligor before a judgment may be rendered against Guarantor. This Guaranty is further subject to the following terms and conditions:

1. Death, Insolvency, or Bankruptcy of Obligor:

Guarantor unconditionally guarantees the payment of any and all indebtedness of Obligor to Edison, whether or not due or payable by Obligor upon: (a) the death, dissolution, insolvency, or business failure of, or any assignment for the benefit of creditors by, or commencement of any bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings by or against Obligor or Guarantor; or (b) the appointment of a receiver for, or the attachment, restraint of, or making or levying of any court order or legal process affecting the property of Obligor or Guarantor, and unconditionally promises to pay this indebtedness to Edison on demand in lawful money of the United States.

2. Extent of Liability: This Guaranty may be terminated with regard to future transactions, provided Guarantor gives 30-days prior written notice of termination to Edison. Written notice shall be served by certified or registered mail, return receipt requested, upon Southern California Edison Company at 2131 Walnut Grove Avenue, Rosemead, California. Edison may terminate this guaranty any time upon 30 days of prior written notice. In no event shall termination by either party relieve Guarantor from any liability as to any indebtedness guaranteed hereunder that may be owing to Edison or in which Edison has an interest for 30 days following Edison's receipt of such notice. The liability of Guarantor under this Agreement is exclusive and

independent of any security for or other guarantee of the indebtedness of Obligor, and the liability of Guarantor under this Agreement is not affected or impaired by: (a) any indebtedness exceeding Guarantor's liability; (b) any direction or application by Obligor or any other party; (c) any other guaranty, undertaking, or maximum liability of Guarantor or of any other party as to the indebtedness of Obligor; (d) any payment on or in reduction of any other guarantee or undertaking; (e) any notice of termination of this Agreement as to future transactions given by, or the death or termination of, or the revocation or release of any obligations under this Agreement; (f) any dissolution, termination, or increase, decrease, or changes of personnel of Guarantor; or (g) any payment made to Edison on the indebtedness which Edison repays to Obligor pursuant to court order in any bankruptcy, reorganization, or other debtor relief proceeding. Guarantor waives any right to the deferral or modification of Guarantor's obligations by virtue of any such proceeding.

3. Change of Obligation: Guarantor authorizes Edison, without affecting or impairing any liability hereunder from time to time, to: (a) renew, compromise, extend, accelerate, or otherwise change the time for performance of, or otherwise change the terms of the obligation or any part thereof, including increase or decrease of the rate of interest; (b) take and hold securities for the performance of this Guaranty or

the obligation guaranteed, and exchange, enforce, waive, and release any such security; (c) apply security and direct the order or manner of the sale thereof as Edison in its discretion may determine; (d) release to substitute any Guarantor; (e) assign this Guaranty in whole or in part. Edison will provide Guarantor 30 prior written notice of such changes.

4. Capacity and Authority of Guarantor: Guarantor represents and warrants to Edison that: (a) Guarantor is duly organized, validly existing and in good standing under the laws of the state of its incorporation; (b) Guarantor has the corporate power, authority and legal right to execute, deliver and perform this Guaranty and has taken all necessary corporate action to authorize its execution, delivery and performance of this Guaranty; (c) this Guaranty has been duly executed and delivered by an authorized officer of Guarantor and constitutes the legally valid and binding obligation of Guarantor, enforceable in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws or equitable principles relating to or limiting creditors' right generally; and (d) the execution, delivery and performance of this Guaranty will not violate any provision of its articles or certificate of incorporation or bylaws, any existing law or regulation binding on Guarantor, or any order, judgment, award or decree of any court, arbitrator or governmental agency, binding on Guarantor; or any loan agreement, indenture or other agreement or instrument to which Guarantor is a party, the violation of which would reasonably be expected to have a material adverse effect on the business, operations, assets or financial condition of Guarantor and its subsidiaries, taken as a whole.

5. Capacity and Authority of Obligor: It is not necessary for Edison to inquire into the capacity or power of Obligor to the officers, directors, partners, or agents acting or purporting to act on Obligor's behalf and any indebtedness made or created in reliance on the professed exercise of those powers shall be guaranteed under this Agreement. If Obligor is a partnership, the words "Obligor" and "indebtedness" as used in this Agreement include all successor partnerships and their liabilities to Edison.

6. Subordination: Any indebtedness of Obligor now or hereafter held by Guarantor is hereby subordinated to the indebtedness of Obligor to Edison. All such indebtedness of Obligor to Guarantor, if Edison so requests, shall be collected, enforced, and received by Guarantor as trustee for Edison and be paid over to Edison on account of the indebtedness of Obligor to Edison, without affecting or impairing in any manner the liability of Guarantor under the other provisions of this Guaranty.

7. Waiver of Defenses: Guarantor waives any right to require Edison to: (a) proceed against Obligor; (b) proceed against or exhaust any security held from Obligor; or (c) pursue any other remedy in Edison's power whatsoever. Guarantor waives any defense based on or rising out of any defense of Obligor other than payment in full of the indebtedness, including without limitation any defense based on or rising out of the disability of Obligor, the unenforceability of the indebtedness from any cause, or the cessation from any cause of the liability of Obligor other than payment in full of the indebtedness. Edison may, at its election, foreclose on any security held by Edison by judicial sale, whether or not every aspect of any such sale is commercially reasonable, or exercise any other right or remedy Edison may have against Obligor, or any security, without affecting or impairing in any way the liability of Guarantor under this Agreement, except to the extent the indebtedness has been paid. Guarantor waives any defense arising out of such an election by Edison, even if the election operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Guarantor against Obligor or any security. Until all indebtedness of Obligor to Edison is paid in full, Guarantor shall have no right of subrogation, shall waive any right to enforce any remedy that Edison now has or may have against Obligor, and shall waive any benefit of and any right to participation in any security now or hereafter held by Obligor. Guarantor waives all presentments, demands for performance, notices of protest, notices of acceptances of this Guaranty, and notices of the existence, creation, or incurring of new or additional indebtedness. Guarantor assumes all responsibility for keeping informed of Obligor's financial condition and assets, and of all other circumstances bearing upon the risk of non-payment of the indebtedness and the nature, scope, and extent of the risks that Guarantor assumes and incurs under this Agreement, and agrees that Edison shall have no duty to advise Guarantor of information known to it regarding those circumstances or risks.

8. Attorney's Fees and Costs: Guarantor agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Edison in connection with enforcing this Guaranty.

9. Liens and Setoffs: In addition to all liens upon, and rights of set off against the monies, securities, or other property of Guarantor given to Edison by law, Edison shall have a lien upon and a right of setoff against all monies, securities, and other property of Guarantor now or hereafter in the possession of Edison. Every such lien and right of setoff may be exercised without demand upon or notice to Guarantor.

10. Nonwaiver of Rights of Edison: No right or power of Edison under this Agreement shall be deemed to have been waived by any act or conduct on the part of Edison, or by any neglect to exercise the right or power, or by any delay in so doing. Every right or power shall continue in full force and effect until specifically waived

or released by an instrument in writing executed by Edison.

11. Effect on Heirs and Assigns: This Guaranty and the liability and obligations of Guarantor under this Agreement are binding on Guarantor and its respective heirs, executors, and assigns, and inure to the benefit of and are enforceable by Obligor and its successors, transfers, and assigns.

11. California Law: This Agreement Shall be governed by and construed in accordance with the laws of the State of California.

12. Invalidity: If any provision of this Guaranty is held invalid under the laws of any jurisdiction, this Guaranty shall be construed as though it did not contain that provision.

IN WITNESS WHEREOF, the undersigned Guarantor has caused this Guaranty to be executed on its behalf by its authorized officer or agent this _____ day of _____, 200_____.

Seal of
Guarantor

Guarantor: _____

By: _____

Name: _____

Title: _____

CORPORATE GUARANTY RESOLUTION

I, _____ as Corporate Secretary of _____, a corporation duly organized and existing under the laws of the State of _____, do hereby certify that the following is a true copy of the resolutions adopted at a meeting duly held on _____, 200____, and that the following resolutions are in conformity with the Articles of Incorporation and Bylaws of this Corporation, and are now in full force and effect:

RESOLVED, that the Board of Directors of _____ Corporation hereby unanimously confirms and ratifies Corporate Guaranty Agreement executed on the _____ day of _____, 200____, by and on behalf of this Corporation, in order to induce Southern California Edison Company (Edison) to extend or continue electric service to _____, and guarantees to Edison the prompt payment of any and all indebtedness of _____ to Edison, and assigns, transfers, conveys delivers, pledges, and encumbers, and creates and provides a security interest in any and all of the property, real, personal or mixed, of this Corporation as security for _____'s payment of any and all indebtedness to Edison.

RESOLVED FURTHER, that the Board of Directors of this Corporation hereby authorizes certain officers of this Corporation to execute and deliver such guaranty and agreements and security agreements in such amount and in such form and upon such terms and conditions and covering such continuous, successive and periodic transactions as Edison may require:

RESOLVED FURTHER, that such authority is deemed to be retroactive and all such acts previously undertaken by the officers of this Corporation (listed below) are hereby ratified and confirmed; that the Secretary of this Corporation is hereby authorized and directed to certify to Edison the following: (a) a copy of these resolutions, and (b) the name(s) and signature(s) of the officer(s) and referred to in these resolutions.

I further certify to Southern California Edison Company that the name(s) and signature(s) of the officer(s) referred to in said resolutions and authorized to sign are as follows:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify that there is nothing in the Articles, Bylaws, Director or Shareholder Resolutions, or Minutes of this Corporation which may, in any way, limit or conflict with the foregoing resolutions.

Dated: _____, 200____.

[corporate seal]

Corporate Secretary

Print or Type Name

Electronic Data Interchange Trading Partner Agreement Instructions for Preparation

General Instructions

The Electronic Data Interchange (EDI) Agreement sets forth the terms and conditions for communicating information via EDI. Please complete all blank data fields of the agreement including:

REQUESTED INFORMATION	DEFINITION OF INFORMATION
Company representative's name, fax number, and e-mail address	The representative that could handle all notices, legal, mandatory, or other related to this agreement
Company name, address, and representative signature	Please provide legal business name, address of company headquarters, and signature of authorized company official
Appendix A Information EDI business and technical coordinator's name, and telephone number	The coordinators that would handle appropriate business and technical inquiries with SCE.
Third party providers Value Added Network (VAN) name, address, and telephone number	This is the VAN contact information for SCE should a problem arise
EDI translator location (address)	The location of the computer that will receive EDI messages from SCE via your VAN
Company name, address, and representative signature	Please provide legal business name, address of company headquarters, and signature of authorized company official

**SOUTHERN CALIFORNIA EDISON
AND
ELECTRIC SERVICE PROVIDER (ESP)

ELECTRONIC DATA INTERCHANGE
AGREEMENT**

This Electronic Data Interchange Trading Partner Agreement (the "Agreement") is made as of _____, 20____, by and between Southern California Edison ("Edison"), a California corporation, with offices at 2244 Walnut Grove Ave, Rosemead and _____ ("ESP"), a _____ corporation, with offices at _____.

Recitals

The parties to this Electronic Data Interchange ("EDI") Agreement intend to facilitate direct access transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for their mutual benefit.

The parties, intending to be legally bound, agree as follows:

Section 1. Prerequisites

- 1.1 Electronic Documents: Standards. Each party may electronically transmit to or receive from the other party any of the available transaction sets listed in the Appendix and transaction sets which the parties by written agreement add to the Appendix (collectively "Electronic Documents"). Any transmission of data that is not an Electronic Document shall have no force or effect between the parties. All Electronic Documents shall be transmitted in accordance with the standards and the published industry guidelines set forth in the Appendix. The receiver of an Electronic Document not in conformance with the standards and/or guidelines set forth in the Appendix shall promptly notify the initiating party of the nonconformance in the Electronic Document.
- 1.2 Third Party Service Providers
- 1.2.1 Electronic Documents will be transmitted to each party either, as specified in the Appendix, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon at least thirty (30) days written notice to the other party.
- 1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix.
- 1.2.3 In the event the parties use different Providers, each party shall be liable for the acts or omissions of the Provider while transmitting, receiving, storing or handling Electronic Documents, or performing related activities, for such party. If both the parties use the same Provider to effect the transmission and receipt of an Electronic Document, the originating party shall be liable for the acts or omissions of such Provider as to such Electronic Document.
- 1.3 System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Documents.
- 1.4 Security Procedures. Each party shall properly use security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Documents are authorized and to protect its business records and data from improper access.
- 1.5 Signatures. Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Electronic Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party, affixed to or contained in any transmitted Electronic Document, shall be sufficient to verify that such party originated such Electronic Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. Transmissions

- 2.1 Proper Receipt. Electronic Documents shall not be deemed to have been properly received until accessible to the receiving party at such party's Receipt Computer designated in the Appendix. No Electronic Document will be considered to give rise to any obligation on the part of the intended receiver unless and until acceptance is provided in accordance with Section 2.3 of this agreement.
- 2.2 Verification. Upon receipt of any Electronic Document, the receiving party shall promptly transmit a Functional Acknowledgment (FA997) in return. A Functional Acknowledgment shall constitute evidence that an Electronic Document has been received, but does not verify the Electronic Document's content.
- 2.3 Acceptance. Electronic Documents transmitted and properly received shall not give rise to any obligation unless and until the party initially transmitting such Electronic Document has properly received in return an Acceptance Electronic Document in the format specified in the Appendix.
- 2.4 Failed Acceptance. The party initiating an Acceptance to an original Electronic Document will notify the initiator of the original Electronic Document of any discrepancy in content between the Acceptance Electronic Document and the original Electronic Document specified in the Appendix. The initiator of an original Electronic Document who has not received an Acceptance Electronic Document by the Return Due Date will make a prompt inquiry of the other party, within two working days of such Return Due Date, regarding the status of the Transaction.
- 2.5 Garbled/Incomplete Transmission. If any transmitted Electronic Document is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party (if identifiable from the received Electronic Document) in a reasonable manner. In any case, the originating party's records of such Electronic Document shall dictate the contents of the transmitted Electronic Document.

Section 3. Transaction Terms

- 3.1 Terms and Conditions.
- 3.1.1 This agreement is to be considered part of the ESP-UDC Service agreement and any other written agreement referencing it or referenced in the Appendix. In the absence of any other written agreement applicable to any Transaction made pursuant to this Agreement, such Transaction (and any related communication) also shall be subject to the Terms and Conditions included in the Appendix.
- 3.1.2 The California Public Utilities Commission authorized tariffs and rules will continue to govern all direct access transactions between the ESP and Edison. The relevant tariffs and rules are listed in the Appendix of this Agreement.
- 3.2 Confidentiality. No information contained in any Electronic Document or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5 or by written agreement between the parties, including the applicable Terms and Conditions, or by applicable law or governing California Public Utilities Commission rules and tariffs.
- 3.3 Validity: Enforceability
- 3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to facilitate direct access transactions using electronic transmission and receipt of Electronic Documents.
- 3.3.2 Any Electronic Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1, of this agreement, to be a "writing" or "in writing"; and any such Electronic Document when containing, or to which there is affixed, a Signature ("signed Documents") shall be deemed for all purposes to have been "signed" and to constitute a "original" when printed from electronic files or records established and maintained in the normal course of business, unless any such signed Document was transmitted in error and the party erroneously transmitting such Signed Document promptly notifies the receiving party.
- 3.3.3 The conduct of the parties pursuant to this agreement, including the use of signed Electronic Documents properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement, any Transaction and any other written agreement described in Section 3.1.
- 3.3.4 The parties agree not to contest the validity or enforceability of Signed Electronic Documents under the provisions of any applicable law relating to whether certain agreements be in writing and signed

by the party to be bound thereby. Signed Electronic Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions of other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Signed Electronic Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Electronic Documents were not originated or maintained in documentary form.

3.3.5 This Agreement shall become effective as of the date first set forth herein and unless sooner terminated pursuant to the provisions of this agreement as described in Section 4.2.

Section 4. Miscellaneous

- 4.1 Termination. This Agreement shall remain in effect as described in Section 3.3.5 or until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Electronic Documents or otherwise under this Agreement prior to the effective date of termination.
- 4.2 Severability. Any provision of this Agreement which is determined by governing law or regulatory agency such as the California Public Utilities Commission to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity of enforceability of such remaining provisions.
- 4.3 Entire Agreement. This agreement and the Appendix constitute the complete agreement of the parties relating to direct access transactions and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- 4.5 Force Majeure. No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Document, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Electronic Documents.
- 4.6 Exclusion of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of Electronic Documents under this Agreement, even if either party has been advised of the possibility of such damages.
- 4.7 Representatives. All notices (legal, mandatory or other), regulatory requirements, consents, requests and other communications hereunder related to the aforementioned transactions and/or this Agreement shall be sent either by mail, facsimile or electronic mail (e-mail) as follows:

To: Southern California Edison
Chris Tran
6020 N. Irwindale Ave., Suite I
Irwindale, CA 91702

Fax: (626) 812-7562
EMail: Chris.Tran@SCE.COM
Phone: (626) 812-7675

To: _____

Fax: _____
EMail: _____

4.8 Either party may upon written notice to the other execute, update and maintain the appendix as necessary. However, if there is any conflict between the Appendix and the EDI Agreement, the provisions in the EDI Agreement shall take precedence.

4.9 This Agreement shall not be construed as creating a partnership between the parties or joint venture of any kind or any other form of legal association that would impose liability upon one party for the acts or failure to act of the other party.

Section 5. California Public Utilities Commission

5.1 This agreement shall not become effective until authorization of the Public Utility Commission of the State of California is first obtained.

5.2 This agreement shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

Each party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the date noted below.

Company Southern California Edison
Address 6020 N. Irwindale Ave., Suite I
Irwindale, CA 91702

Company _____
Address _____

By _____
(Signature)
Name _____
Title _____
Date _____

By _____
(Signature)
Name _____
Title _____
Date _____

EDI CONTACTS

Business Elect. Comm. Coordinator
Phone (626) 812-7649

Technical Elect. Comm. Coordinator
Phone (626) 812-7649

EDI CONTACTS

Business _____
Phone _____

Technical _____
Phone _____

APPENDIX A (EDI TRADING PARTNER AGREEMENT)

STANDARDS

Selected standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards but also include only the Transaction Sets listed in the Electronic Documents sections of this Appendix below.

THIRD PARTY SERVICE PROVIDERS (Where your VAN's computer resides.)

	NETWORK PROVIDER NAME	ADDRESS CITY, STATE, ZIP CODE	TELEPHONE NUMBER
EDISON	nuBridges	1000 Abernathy Road Building 400 / Suite 250 Atlanta, GA 30328	PHONE: 800-251-4930 FAX:
ESP			PHONE: FAX:

ALLOCATION OF PROVIDER COSTS

Each party shall pay its respective costs to the Third Party Service Provider for network service charges including; but not limited to, charges if any, for maintaining an electronic mailbox, connect time, and any minimum usage charges. Each party will also be responsible for all expenses it incurs for translations, formatting, or sending and receiving communications over the network to the other party's electronic mailbox. Each party shall provide, at transmission network. Neither party has the obligation to maintain the storage of data records or files for the other party.

RECEIPT COMPUTER - (Where your EDI translator resides)

	ADDRESS	CITY, STATE, ZIP CODE
EDISON	2255 Walnut Grove Ave.	Rosemead, CA 91770
ESP		

SECURITY PROCEDURES

Each party is responsible for the selection, implementation, and maintenance of appropriate security, equipment and procedures sufficient to ensure the identification of its employees, agents, or representatives who transmit Documents with that party's electronic signature, and for ensuring that such signature is used only for authorized purposes. Each party shall also implement tests as may be necessary to establish and monitor performance of its security, equipment and procedures to assess their adequacy.

DOCUMENTS

TRANS SET NO	TRANSACTION NAME/DESC	VERSION RELEASE	FAA997 YES/NO	ACCEPTANCE REQ YES/NO	ACCEPTANCE TRANS SET	TRANSACTION NAME/DESC	RETENTION YR/MO	GUIDELINE(S)
814	General Request	004010	Yes	Yes	997	Funct Acknowl		
810	Invoice	3070/4010	Yes	Yes	997	Funct Acknowl		
820	Pay Ord/Rmt Adv	003030						
824	Application Advice	003070	Yes	Yes	997	Funct Acknowl		

GUIDELINES

- Utility Industry Group (UIG) conventions as published
- Joint Utility/Petroleum User Group (JUPUG) Implementation Guides as published

* All SCE guides are based on UIG guidelines

The provisions of the Agreement (including this Appendix) shall control in the event of any conflict with any listed guidelines.

RETURN DUE DATES

Document Name
814 General Request
810 Invoice

Return Due Date
997 Within 2 Business Days
997 Within 2 Business Days

ADDITIONAL AGREEMENTS

The following Agreement(s) are incorporated by this reference into the Appendix and accordingly incorporated by this reference into the Agreement to which this Appendix is attached.

EXISTING AGREEMENT(S):

SCE-ESP SERVICE AGREEMENT

ELECTRONIC DATA INTERCHANGE PAYMENTS AGREEMENT

APPLICABLE COMMISSION TARIFFS AND RULES

- RULES 8, 9, 11, 22
- RULE 5, governing special information required on forms, shall be satisfied by a copy of Edison's customer billing information attached hereto as Form No. 14-579, Important Information.

Company	<u>Southern California Edison</u>	Company	_____
Address	<u>6020 N. Irwindale Ave., Suite I</u>	Address	_____
	<u>Irwindale, CA 91702</u>		_____
	_____		_____
By	_____	By	_____
	(signature)		(signature)
Name	_____	Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

ESP EDI Trading Partner Profile for Inbound and Outbound 814 DASRs & Transaction Set-ID 810/ 820/ 824/ 867 Instructions for Preparation

General Purpose

The Trading Partner Profile provides both trading partners (SCE and the ESP) with basic information required to exchange data via EDI. The information relates to the enveloping of the 814, 810, 820, 824, and 867 Transaction Set.

Instructions for Section I: EDI General Information

Complete all areas of Section I. As indicated, the ESP ID is the Dun and Bradstreet (DUN's) number.

Instructions for Section II: Transmission Control Information

Interchange Control Header Information—This area provides the addressing information for the electronic envelope.

- The ESP ID is the number used to recognize inbound transmissions to the Value Added Network (VAN) and to address outbound transmissions to the ESP VAN.
- Interchange ID Qualifier is obtained from ANSI standards publications relating to addressing of EDI transmissions.

Acknowledgment—the same ESP ID number provided in Section I.

Functional Group Header Information—Provide the identifying number following the guidelines published by ANSI.

Miscellaneous Information—The delimiters apply only to the interconnect mailbag segments, not to any values being transferred in the mailbag, and in no way restrict the values that may be used in the interchanges placed in the mailbag.

Value Added Network—Not applicable for Set-ID: 867. If your VAN is nuBridges, list your nuBridges account number. If your VAN is not nuBridges, list the VAN name and your account number.



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONALSM Company

ESP EDI TRADING PARTNER PROFILE
SET-ID: 814 INBOUND DASR / OUTBOUND DASR RESPONSES

Section 1: EDI General Information

DATE: _____

TRADING PARTNER: _____

BUSINESS CONTACT: _____

TECHNICAL CONTACT: _____

EDI TRADING PARTNER AGREEMENT CONTACT: _____

MAILING ADDRESS: _____

ESP ID: _____
(DUN's Number)

PHONE: _____

PHONE: _____

PHONE: _____

PHONE: _____

FAX NO: _____

E-MAIL ADDRESS: _____

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 814 INBOUND DASR / OUTBOUND DASR RESPONSES

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: 006908818DASR INTERCHG ID QUAL: 14

ESP -ID: _____ INTERCHG ID QUAL: _____

INTERCHG CONTROL NUMBER: 0000000000 INTERCHG ENVELOPE: ISA/IEA

INTERCHG CONTROL VERSION NUMBER (ASC X12): 004010

ACKNOWLEDGMENT:

EDISON -ID: 006908818DASR TYPE REQUEST: 997

ESP -ID: _____

FUNCTIONAL GROUP HEADER INFORMATION

EDISON -ID: 006908818DASR ESP -ID: _____

EDISON -ID: _____ ESP -ID: _____

EDISON -ID: _____ ESP -ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	DEC	HEX	EBCDIC	ASCII
		095	5F		
	ELEMENT DELIMITERS	028	1C	IFS	FS
	SUB ELEMENT SEPARATOR		189	BD]

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

VALUE ADDED NETWORK: NUBRIDGES ACCOUNT NUMBER: _____

OTHER VAN: _____

SCE CONTACTS:

ESP/Electronic Communications Coordinator PHONE NO: 626-812-7649 FAX NO: 626-812-7562
Norma Vargas, EDI Administrator PHONE NO: 626-543-6349 FAX NO: 626-543-6964



An EDISON INTERNATIONALSM Company

ESP EDI TRADING PARTNER PROFILE

SET-ID: 810 / 820 / 824

Section 1: EDI General Information

DATE: _____

TRADING PARTNER: _____

BUSINESS CONTACT: _____

TECHNICAL CONTACT: _____

EDI TRADING PARTNER AGREEMENT CONTACT: _____

MAILING ADDRESS: _____

ESP ID: _____
(DUN's Number)

PHONE: _____

PHONE: _____

PHONE: _____

PHONE: _____

FAX NO: _____

E-MAIL ADDRESS: _____

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 810 / 820 / 824

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: 0069088189999 INTERCHG ID QUAL: 16

ESP-ID: _____ INTERCHG ID QUAL: _____

INTERCHG CONTROL NUMBER: 0000000000 INTERCHG ENVELOPE: ISA/IEA

INTERCHG CONTROL VERSION NUMBER (ASC X12): *(check all that apply)*

- UDC Consolidated Bill: 810 Inbound - 3070
- ESP Consolidated Bill: 810 Outbound - 4010
- Payment/Remittance Advice : 820 Inbound/Outbound - 3030
- Application Advice: 824 Inbound/Outbound - 3070

ACKNOWLEDGMENT:

EDISON-ID: 0069088189999 TYPE REQUEST: 997

ESP-ID: _____

FUNCTIONAL GROUP HEADER INFORMATION

EDISON-ID: 0069088189999 ESP-ID: _____

EDISON-ID: _____ ESP-ID: _____

EDISON-ID: _____ ESP-ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	DEC	HEX	EBCDIC	ASCII
		095	5F		
	ELEMENT DELIMITERS	028	1C	IFS	FS
	SUB ELEMENT SEPARATOR		189	BD]

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

VALUE ADDED NETWORK: NUBRIDGES ACCOUNT NUMBER: _____

OTHER VAN: _____

SCE CONTACTS:

ESP/Electronic Communications Coordinator PHONE NO: 626-812-7649 FAX NO: 626-812-7649
 Norma Vargas, EDI Administrator PHONE NO: 626-543-6349 FAX NO: 626-543-6964



An EDISON INTERNATIONALSM Company

ESP EDI TRADING PARTNER PROFILE SET-ID: 867

Section 1: EDI General Information

DATE: _____

TRADING PARTNER: _____

BUSINESS CONTACT: _____

TECHNICAL CONTACT: _____

EDI TRADING PARTNER AGREEMENT CONTACT: _____

MAILING ADDRESS: _____

ESP ID: _____
(DUN's Number)

PHONE: _____

PHONE: _____

PHONE: _____

PHONE: _____

FAX NO: _____

E-MAIL ADDRESS: _____

Section II: Transmission Control Information

TRANSMISSION CONTROL INFORMATION - SET-ID: 867

INTERCHANGE CONTROL HEADER INFORMATION

EDISON-ID: 0069088189999 INTERCHG ID QUAL: 16

ESP-ID: _____ INTERCHG ID QUAL: _____

INTERCHG CONTROL NUMBER: 0000000000 INTERCHG ENVELOPE: ISA/IEA

INTERCHG CONTROL VERSION NUMBER (ASC X12): *(check all that apply)*

- Bill Ready Usage: 867 Outbound - 4010

ACKNOWLEDGMENT:

EDISON-ID: 0069088189999 TYPE REQUEST: 997

ESP-ID: _____

FUNCTIONAL GROUP HEADER INFORMATION

EDISON-ID: 0069088189999 ESP-ID: _____

EDISON-ID: _____ ESP-ID: _____

EDISON-ID: _____ ESP-ID: _____

MISCELLANEOUS INFORMATION

DELIMITERS	SEGMENT TERMINATOR	095	DEC	HEX	EBCDIC	ASCII
	ELEMENT DELIMITERS	028	5F	1C	IFS	FS
	SUB ELEMENT SEPARATOR		189	BD]

RECORD FILL CHARACTER --> SPACE INTERCHG CNTL STD: U - (ANSI ASC X12)

SCE CONTACTS:

ESP/Electronic Communications Coordinator
Norma Vargas, EDI Administrator

PHONE NO: 626-812-7649 FAX NO: 626-812-7649

PHONE NO: 626-543-6349 FAX NO: 626-543-6964

Electronic Funds Transfer (EFT) Agreement Instructions for Preparation

General Instructions

The Electronic Funds Transfer sets forth the terms and conditions for making payments and providing remittance information electronically.

Instructions For Section 1.3: Bank Designations

ESPs electing to send payments electronically to SCE will be provided with the bank account information upon signing the agreement at their request.

ESPs receiving payments electronically from SCE should provide their bank account information as part of the enrollment process.

Remember to:

Sign and Date the Agreement

Please make a copy of the completed agreement for your records

If you have any questions, please call:

Customer Choice Services at: (626) 812-7649 or (888) 371-3777

ELECTRONIC FUNDS TRANSFER AGREEMENT

This Electronic Funds Transfer Agreement (the "Agreement") is made as of _____, _____, by and between Southern California Edison Company ("Edison"), a California corporation, with offices at 2244 Walnut Grove Avenue, Rosemead, California, and _____ ("ESP"), a _____ corporation, with _____ offices at _____.

From time to time, Edison and ESP shall be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. ESP desires to engage in direct access transactions (the "Transactions") with customers in Edison's service territory, and has entered into an Electric Service Provider Service Agreement (the "Services Agreement") with Edison in order to engage in such transactions.
- B. Edison's Rule 22, as approved by the California Public Utilities Commission ("CPUC"), sets forth certain terms and conditions governing the Transactions, including, without limitation, the billing service options and obligations, and payment and collection terms.
- C. The Parties desire to make certain payments to each other arising from the Transactions through electronic funds transfers, and this Agreement sets forth the terms and conditions upon which the Parties shall make any such payments and communicate associated remittance information.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. Authorization

- 1.1 General. Subject to Section 5.2 hereof, any Party ("Payor") required to make payment to the other Party ("Payee"), which payment arises from the Transactions, shall make such payment through electronic funds transfer as set forth in this Agreement.
- 1.2 Funds Transmittal. Payor shall transmit funds for any electronic payment made hereunder to Payee's account specified in Section 1.3 hereof via the _____ funds transfer system ("System"), and shall be subject to the rules and regulations of such System. Any such payment shall be deemed to be made by Payor to Payee upon receipt by Payee's Bank of such payment. Each Party hereby authorizes the other Party to satisfy any or all payment obligations arising from the Transactions to it through electronic funds transfers to the appropriate account set forth in Section 1.3 hereof.

1.3 Bank Designations.

a. Edison's Bank Account Information:

Bank Name: _____ Account Name: _____
Address: _____ Account No.: _____
City, State: _____ Bank ABA No.: _____

b. ESP's Bank Account Information:

Bank Name: _____ Account Name: _____
Address: _____ Account No.: _____
City, State: _____ Bank ABA No.: _____

Section 2. Delays; Cancellations

2.1 Effect of Delays. If a payment due date falls on a date on which the electronic funds transfer as contemplated in this Agreement cannot be completed because the System or one of the Party's Bank is not open for business or is unable to make or receive an electronics funds transfers, such payment due date shall be deemed to be the next business day on which such transfer can be completed. Payor shall not be in breach of any agreement or suffer any late payment penalty regarding an electronics funds transfer pursuant to this Agreement that was initiated properly and timely by Payor to the extent its completion is delayed because of the failure or delay by the System, the operation of the System or rejection by Payee's bank. However, any such failure, delay or rejection shall not extinguish any obligation of Payee to pay Payor as soon as practical after it is notified of such failure, delay or rejection.

2.2 Cancellation of Payment. In the event of a duplicate payment, overpayment, fraudulent payment or payment in error, Payor shall have the right to cause promptly cancellation of any such payment to Payee. Upon notification by Payor to Payee of such a payment, each Party agrees to cooperate and to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary, appropriate or desirable to effectuate the prompt cancellation of such a payment.

Section 3. Remittance Information

3.1 Remittance Information. Payor shall send remittance information to Payee's bank together with any electronic funds transfer hereunder (a "remittance advice"). A remittance advice shall not constitute a warranty of Payor that an electronic funds transfer has been timely initiated or that any such transfer will be accepted by Payee's Bank on any date specified therein and shall be communicated in accordance with the ANSI Americans Standards Committee (ASC) X12 EDI standards.

Section 4. Liability

- 4.1 Responsibility for Service. Each party shall, at its own expense, provide and maintain the equipment, security procedures, software, services, testing and connections necessary to effectively and reliably comply with the terms of this Agreement and shall pay for its own costs associated therewith.
- 4.2 Liability. Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages of any kind whatsoever, whether in contract, tort or strict liability.
- 4.3 Conduct of Third Parties. Neither Party shall be liable to the other for the acts or omissions of any System operator or for the acts or omissions of any Banks or other third party.

Section 5. Changes/Termination

- 5.1 Change of Designations. Either Party may change its designation of Bank set forth in Section 1.3 hereof by notice to the other Party in accordance with Section 6.3 hereof. Any such change shall be effective thirty (30) days after such notice is duly delivered to the other Party.
- 5.2 Change in Method of Payment. Upon at least five (5) days prior written notice to Payee in accordance with Section 6.3 hereof, Payor may make any payment arising from the Transactions by reasonable means other than as set forth herein, including, without limitation, by certified or bank cashier's check, so long as such payment is made with immediately available funds.
- 5.3 Termination. This Agreement shall remain in effect until terminated by a Party upon no less than thirty (30) days written notice to the other Party, which notice shall specify the effective date of termination.

Section 6. Miscellaneous

- 6.1 Confidentiality. The Parties shall comply with the nondisclosure obligations set forth in Section 11 of the Services Agreement. The Parties hereby acknowledge that all information provided by a Party to the other Party pursuant to this Agreement shall constitute Confidential Information (as defined in the Services Agreement) under the Services Agreement.
- 6.2 Assignment. Neither Party to this Agreement shall assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld or

delayed. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee and the assignor shall be relieved of its rights and obligations. Any assignment in violation of this Section 6.2 shall be void.

- 6.3 Notice. All notices under this Agreement shall be in writing and shall be effective upon delivery if delivered by (a) hand; (b) U.S. Mail, first class postage pre-paid; or (c) facsimile, with confirmation of receipt to the Parties, to the addresses set forth on the signature page hereto.
- 6.4 Choice of Law. This Agreement shall be interpreted, governed by and construed in accordance with the laws of the State of California, and shall exclude any choice of law rules that direct the application of the laws of another jurisdiction, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance. The federal and state courts located in Los Angeles County, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder, and the Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.
- 6.5 Conflict; Rules. In the event of any inconsistency between this Agreement and another agreement between the Parties addressing the subject matter of this Agreement, this Agreement shall control. The Parties agree to be bound by the rules and regulations of the System or other mechanism used to make a payment hereunder.
- 6.5 Definitions. Terms used herein and not otherwise defined shall have the meanings ascribed to such terms in California's Uniform Commercial Code, Division 4 (Bank Deposits and Collections).
- 6.6 Headings. The descriptive headings of the various sections of this Agreement have been inserted for convenience of reference only and shall in no way define, modify or restrict any of the terms and provisions thereof.
- 6.7 Entire Agreement. This Agreement supersedes all other agreements or understandings, written or oral, between the Parties related to the subject matter hereof. This Agreement may be modified from time to time only by an instrument in writing, signed by both Parties; provided, however, this Agreement shall at all times be subject to such changes or modifications by the CPUC as it may, from time to time, direct in the exercise of its jurisdiction.
- 6.8 Severability. If any provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement and the application thereof, other than those provisions which

have been held invalid or unenforceable, shall not be affected and shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law or in equity.

6.9 Additional Documents and Acts. Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary, appropriate or desirable to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

The Parties have executed this Agreement on the dates indicated below, to be effective upon the later date.

ESP:

EDISON:

By: _____
signature

By: _____
signature

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: Southern California Edison
6020 N. Irwindale Ave.
Suite I
Irwindale, CA 91702

Date: _____

Date: _____

Customer Information Service Request (CISR) Instruction Sheet

Purpose

The CISR form is utilized by SCE to provide customer-specific information to ESPs who have the written authorization from the customer. This form must be completed and signed by the customer prior to the release of information.

General Instructions

1. Please type or print in ink.
2. If a mistake is made, you can make the corrections or request a new form from the ESP Support Center, or you can obtain a CISR Form from the web site at: <http://www.sce.com/b-db/esp/forms.htm>. Each section must be completed in order for SCE to process your request.
3. Send completed forms by mail or fax to:

Southern California Edison Company
3rd Party Authorizations
P.O. Box 6109
Covina, CA 91722
Fax: (626) 967-8393
E-mail: 3rdparty@sce.com
4. Please make a copy of your completed form for your records.
5. If you have any questions, please call ESP Support Center at (800) 795-6SCE or (800) 795-6723

To assist in completing this form correctly, the other side of this instruction sheet can be used to have relevant instructions close to the section you are completing.

Customer Information Service Request (CISR) Instructions for Preparation

Edison Customer Information

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Edison customer of record name	The name of the customer as it appears on the SCE bill
Contact name and title (if applicable)	Customer contact name, if different from customer of record
Address	Customer of record street address
Name of Electric Service Provider (ESP)/Third party	Legal business name of ESP or Third party
Address of Electric Service Provider (ESP)/Third party	City, state and zip code of ESP or Third party
Customer Account Number	Customer account number is a 10 digit number. This must be provided as it appears on the customer's billing statement. This number begins with a 2.
Service Account number	Customer service account number is a 10 digit number. This number must be entered as it appears on the customer's billing statement. This number begins with a 3.
Service Address	This is the physical street address of the residence or business that SCE provides electrical services.

Type of Information Requested

<i>REQUESTED INFORMATION</i>	<i>DEFINITION OF INFORMATION</i>
Standard confidential customer information & basic existing meter data	Standard confidential information includes the customer name, service account number, service address, billing address, rate schedule, usage data by peak, by month, default 12 months, revenue (if applicable), SIC code, and service voltage. Basic existing meter data includes the meter number, make, model, meter form, power transformers (PT) ratio, current transformer (CT) ratio, meter voltage, and billing constant
Standard Interval Load Data	Interval data is customer usage data in 15 minute intervals
Method of communication for the data	Customer data can be communicated back to the ESP or third party via hard copy, diskette, or e-mail. If e-mail is the preferred choice, please include the e-mail address to which the information should be sent.
Customer Authorization	The customer must sign and date the form.



RE: PROCEDURE TO RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

To Whom It May Concern,

Southern California Edison (SCE), has implemented a consolidated **Customer Information Standardized Request (CISR-S) form** (Authorization Form) which our customers may use to give authorization to a designated Agent and Consultant (Agent), to receive service account information or act on their behalf. This Authorization Form is designed to protect the privacy rights of our customers, therefore, any alterations to this Authorization Form after it has been executed by our customer will render this Authorization Form null and void.

CUSTOMER INFORMATION

- The customer information portion of the form should be filled out by someone in the customer's organization who has the authority to financially bind the customer (e.g. CFO of a company or City Manager of a municipality). *(NOTE: The individual named should be the same individual as the authorized customer signer at the end of this form.)*
- In this section list all service account(s) to which you wish to authorize access. If there are more than three (3) service accounts, please list the additional service accounts on a separate sheet and attach them to this form.

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED

Through the use of the Authorization Form, an SCE customer may authorize an Agent to act on their behalf to perform the specific acts and functions listed below. The SCE customer should initial each item they wish to authorize. *(NOTE: SCE will provide standard customer information without charge up to two (2) times in a twelve (12) month period per service account. After two (2) requests in a year, the customer may be responsible for charges that may be incurred to process the request.)*

- #1. Request and receive billing records, billing history and all meter usage data used for bill calculations for your service account(s).
- #2. EPA Benchmarking
- #3a. Request and receive copies of correspondence relating to verification of rate, date of rate change, and related information.
- #3b. Request and receive copies of correspondence relating to contracts and service agreements.
- #3c. Request and receive copies of correspondence relating to previous or proposed issuance of adjustments/credits.
- #3d. Request and receive copies of correspondence relating to previously issued or unresolved/disputed billing adjustments.
- #4. Request investigation of utility bills.
- #5. Request special metering and the right to access interval usage and other metering data.
- #6. Request rate analysis
- #7. Request rate changes. *(Note: Permits Agents to change customer's rates. NOTE: Any rate requested on behalf of an SCE customer that requires a contractual agreement between SCE and the customer must be signed by the customer. SCE will hold the customer responsible to perform all requirements of the rate initiated on their behalf.)*
- #8. Request and receive verification of balances on listed service account(s), or discontinuance notices.

... Continued ...

BASIS OF AUTHORIZATION

- SCE's customer can indicate (by initialing one box only) the duration of this authorization allowing their Agent access to designated type(s) of information or to perform certain functions. If no time period is designated, the authorization will be limited to a one-time authorization. Duration of authorization may be either:
 - One-time only; or
 - One year [a twelve (12) month period from the date of execution of Authorization Form]; or
 - For a given period of time, but limited to no more than thirty-six (36) months from date of executed Authorization Form.
- Customers may renew their authorization by submitting a new Authorization Form.

RELEASE OF ACCOUNT INFORMATION

- Indicate how SCE should provide the information requested to your Agent. You may check all that apply. Most information is available either by:
 - Hard copy via US Mail, or
 - Facsimile or
 - Electronic format via electronic mail. *(NOTE: SCE cannot guarantee the confidentiality of customer information delivered via electronic mail.)*
- SCE's customer must complete and sign this Authorization Form. *[NOTE: The Authorization Form must be signed by someone in the customer's organization who has the authority to financially bind the customer (e.g. CFO of a company or City Manager of a municipality).]*
- The Agent must also read and sign this Authorization Form.
- SCE does not guarantee the accuracy of rate analyses when usage information is provided by the customer or Agent.

SUBMITTING THIS AUTHORIZATION

- All completed and fully executed authorization requests should be **MAILED TO:** Southern California Edison, 3rd Party Authorizations, P.O. Box 6400, Rancho Cucamonga, CA 91729, **FAXED TO:** (909) 945-6798, or **E-MAILED TO:** 3rdparty@sce.com. Keep a copy of the completed Authorization Form for your records.
- Remember, submission of this form only provides the Agent with authorization by an SCE customer to request and receive data and/or perform certain functions on their behalf. Once a copy of this fully executed form is on file with SCE, the Agent must provide SCE with a written request (E-mail is acceptable) for information or action to be taken before any information is released or action is taken by SCE. The Agent's written request must identify specific service account(s) and detail the specific information that you wish SCE release and/or the specific functions you request SCE perform.

Line extension and temporary service work order inquiries and refund status inquiries. Work order inquiries and refund status requests must list the entire work order number(s). Please mail all work order inquiries and refund status requests to our new address: Southern California Edison, Attn: Ledgers, RCRO, P.O. Box 6400, Rancho Cucamonga, CA 91729.

QUESTIONS

If you have questions or need additional forms, please contact 3rd Party Authorizations at **Phone:** (909) 941-2465, **FAX** (909) 945-6798 or **E-mail:** 3rdparty@sce.com

Thank you,
SOUTHERN CALIFORNIA EDISON

Enclosures

Revised 10/14/11

Explanation of Customer Information Provided

- **Billing/Usage Includes:**
 - Usage Data by peak, by month, if applicable
 - Default 12 months (includes read date, number of days in billing cycle kW, kWh, KVAR), if applicable
 - Revenue (total billed, by peak, by month), if applicable
 - Domestic accounts are limited to 12 months historical Billing/Usage data

- **Basic Meter Data Includes Existing:**
 - Meter Number
 - Make
 - Model
 - Meter Form
 - Potential Transformer (PT) Ratio
 - Current Transformer (C.T.) Ratio
 - Meter Voltage & Phase
 - Billing Constant (Multiplier)

- **Interval Data Includes Either:**
(Available for accounts greater than 500 kW)
 - Daily records of 15 minute kW and kVAR demands as recorded from revenue metering, or
 - 60 minute kW(H) and kVAR(H) usage calculated from the recorded 15 minute data.

- **Standard Confidential Information Includes:**
 - Customer Name
 - Service Account No.
 - Service Address
 - Billing Address
 - Rate Schedule
 - SIC Code
 - Service Voltage

- **Number of Requests Provided:**
 - Information will be provided up to two (2) times within a twelve (12) month period per service account without charge
 - More than two (2) requests within a twelve (12) month period, customers may be responsible for charges that may be incurred in order to process the request

Revised 10/14/11



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

**AUTHORIZATION TO: RECEIVE CUSTOMER
INFORMATION OR ACT ON A CUSTOMER'S BEHALF**

THIS IS A LEGALLY BINDING CONTRACT – READ IT CAREFULLY

I, _____

NAME TITLE (IF APPLICABLE)

of _____ (Customer) have the following mailing address

NAME OF CUSTOMER RECORD

_____, and do hereby appoint

MAILING ADDRESS CITY STATE ZIP

_____ of _____

NAME OF THIRD PARTY MAILING ADDRESS

_____, _____, _____

CITY STATE ZIP

to act as my agent and consultant (Agent) for the listed account(s) and in the categories indicated below:

ACCOUNTS INCLUDED IN THIS AUTHORIZATION

1.		30
	SERVICE ADDRESS	SERVICE ACCOUNT NUMBER
2.		30
	SERVICE ADDRESS	SERVICE ACCOUNT NUMBER
3.		30
	SERVICE ADDRESS	SERVICE ACCOUNT NUMBER

(For more than three accounts, please list additional accounts on a separate sheet and attach it to this form)

INFORMATION, ACTS AND FUNCTIONS AUTHORIZED – This authorization provides authority to the Agent. The Agent must thereafter provide specific written instructions/requests (e-mail is acceptable) about the particular account(s) before any information is released or action is taken. In certain instances, the requested act or function may result in cost to you, the customer. Requests for information may be limited to the most recent 12 month period.

I (Customer) authorize my Agent to act on my behalf to perform the following specific acts and functions (initial all applicable boxes):

- 1. Request and receive billing records, billing history and all meter usage data used for bill calculation for all of my account(s), as specified herein, regarding utility services furnished by the Utility.¹
- 2. EPA Benchmarking
- 3. Request and receive copies of correspondence in connection with my account(s) concerning (Initial all that apply):
 - a. Verification of rate, date of rate change, and related information;
 - b. Contracts and Service Agreements;
 - c. Previous or proposed issuance of adjustments/credits; or
 - d. Other previously issued or unresolved/disputed billing adjustments.
- 4. Request investigation of my utility bill(s)
- 5. Request special metering, and the right to access interval usage and other metering data on my account(s).
- 6. Request rate analysis.
- 7. Request rate changes.
- 8. Request and receive verification of balances on my account(s) and discontinuance notices.

¹ The Utility will provide standard customer information without charge up to two times in a 12 month period per service account. After two requests in a year, I understand I may be responsible for charges that may be incurred to process this request.

AUTHORIZATION TO: RECEIVE CUSTOMER INFORMATION OR ACT ON A CUSTOMER'S BEHALF

I (CUSTOMER) AUTHORIZE THE RELEASE OF MY ACCOUNT INFORMATION AND AUTHORIZE MY AGENT TO ACT ON MY BEHALF ON THE FOLLOWING BASIS² (initial one box only):

- One time authorization only (limited to a one-time request for information and/or the acts and functions specified above at the time of receipt of this Authorization).
- One year authorization - Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the twelve month period from the date of execution of this Authorization.
- Authorization is given for the period commencing with the date of execution until _____ (Limited in duration to three years from the date of execution.) Requests for information and/or for the acts and functions specified above will be accepted and processed each time requested within the authorization period specified herein

RELEASE OF ACCOUNT INFORMATION:

The Utility will provide the information requested above, to the extent available, via any one of the following. My (Agent) preferred format is (check all that apply):

- Hard copy via US Mail (if applicable): _____
- Facsimile at this telephone number: _____
- Electronic format via electronic mail (if applicable) to this e-mail address _____

I (Customer), _____ (print name of authorized signatory), declare under penalty of perjury under the laws of the State of California that I am authorized to execute this document on behalf of the Customer of Record listed at the top of this form and that I have authority to financially bind the Customer of Record. I further certify that my Agent has authority to act on my behalf and request the release of information for the accounts listed on this form and perform the specific acts and functions listed above. I understand the Utility reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf. I authorize the Utility to release the requested information on my account or facilities to the above Agent who is acting on my behalf regarding the matters listed above. I hereby release, hold harmless, and indemnify the Utility from any liability, claims, demands, causes of action, damages, or expenses resulting from: 1) any release of information to my Agent pursuant to this Authorization; 2) the unauthorized use of this information by my Agent; and 3) from any actions taken by my Agent pursuant to this Authorization, including rate changes. I understand that I may cancel this authorization at any time by submitting a written request. [This form must be signed by someone who has authority to financially bind the customer (for example, CFO of a company or City Manager of a municipality).]

AUTHORIZED CUSTOMER SIGNATURE
Executed this _____ day of _____ at _____
MONTH YEAR CITY AND STATE WHERE EXECUTED

I (Agent), hereby release, hold harmless, and indemnify the Utility from any liability, claims, demand, causes of action, damages, or expenses resulting from the use of customer information obtained pursuant to this authorization and from the taking of any action pursuant to this authorization, including rate changes.

AGENT SIGNATURE

TELEPHONE NUMBER

COMPANY
Executed this _____ day of _____
MONTH YEAR

² if no time period is specified, authorization will be limited to a one-time authorization.



Direct Access Customer Relocation/
Replacement Declaration

A. Electric Service Provider (ESP) Declaration

I, _____, state as follows:

1. I am an officer of _____ (*Name of ESP*) ("ESP") authorized to make this declaration. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
2. Under the provisions of the Agreement, the Customer has the right to receive direct access service from ESP for electric service loads located at the Current Location service address under the service accounts identified below and at the New Location. "Current Location" means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access, or is eligible for direct access service. "New Location" means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location(s) which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer's name for more than ninety (90) days; provided, however, that for affidavits submitted during the sixty (60) day transition period beginning January 18, 2005, after the effective date of Resolution E-3872, a customer may include bundled accounts acquired or constructed by the customer after September 20, 2001.
3. All conditions of the Agreement necessary for a transfer of electric service from Customer's Current Location to New Location have been satisfied, including any necessary approvals by ESP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this ___ day of _____, _____ at _____,
(City, State)

Signature

Title

Date

Form 14-756
4/2010

B. Customer Declaration

I, _____, state as follows:

1. I am an authorized representative of _____ ("Customer") and I am authorized to make this declaration.
2. I have personal knowledge of the matters set forth herein and if called upon as a witness could and would testify competently thereto.
3. The customer has entered into an agreement for direct access service (Agreement) with 1) (T) the ESP as identified above, or 2) the following ESP, _____.
4. Customer seeks to transfer its electric service from Current Location, as noted on the attached form, to New Location. This replacement or relocation is in the normal course of business. "Current Location" means one or more existing customer sites where the electric load of one or more customer accounts is currently being served under direct access, or is eligible for direct access service. "New Location" means either (1) the Current Location site or sites after the facilities have been refurbished, reconstructed or remodeled or (2) a different site or sites from the Current Location(s) which has been newly acquired or constructed by customer, at which the customer intends to accommodate all or part of the relocated business and operations from the Current Location(s). A New Location may not include bundled service accounts which have been in the customer's name for more than ninety (90) days; provided, however, that for affidavits submitted during the sixty (60) day transition period beginning January 18, 2005, after the effective date of Resolution E-3872, a customer may include bundled accounts acquired or constructed by the customer after September 20, 2001.
5. Customer warrants its total direct access load as a result of the replacement or relocation does not exceed the load limitations provided in its contract for direct access service and executed consistent with the Commission's direct access suspension rules. (T)
6. Customer agrees to maintain, and make available to the California Public Utilities Commission (CPUC) upon request, all records since at least September 20, 2001, associated with its electricity service and consumption at Current Location and New Location, including, but not limited to, the applicable meter and account numbers, and the associated direct access load.

Form 14-756
4/2010

7. If the New Location is at a different site from the Current Location, Customer agrees to:

(Check one)

_____ Close its account(s) at Current Location on _____
(Expected date).

_____ Return its account(s) at Current Location(s) to bundled service
on _____ (Expected date).

_____ Split the load on the account(s) at Current Location as follows.
(Identify service account number(s) in the space below):

8. Customer understands that continuous direct access status pursuant to Ordering Paragraph 4 of CPUC Decision 02-11-022 (exemption from paying the DWR components of the DA Cost Responsibility Surcharge) will transfer to a relocation/replacement account only if each account at the Current Location(s) being combined for the relocation/replacement account qualifies as continuous direct access. If the customer elects to combine a number of accounts that do not qualify as continuous direct access, then the relocation/replacement account will not qualify as continuous direct access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, _____ at

(City, State)

Signature

Title

Date

Form 14-758
4/2010



An EDISON INTERNATIONAL Company

Name on Account: _____

Current Location Information

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____

New Location Information

(The direct access service will occur at the New Location)

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____
Start Date for Relocation or Replacement _____

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____
Start Date for Relocation or Replacement: _____

Service Account Number _____
Service Address _____
City, State, Zip _____
Meter Number _____
Start Date for Relocation or Replacement: _____

(For more accounts, please list the additional information on a separate sheet and attach it to this form)

Upon receipt by SCE of the customer relocation/replacement notification, SCE shall review the information and notify ESP within five business days either that (a) the New Location has been added to the ESP Listing; or (b) SCE has reasonable cause not to process the customer relocation/replacement notification. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow SCE to process the transaction. Upon receiving notification under subsection (b) above, SCE and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by fax, provided the originals are delivered to SCE within 10 calendar days thereafter.

Form 14-756
4/2010

Customer Assignment Notification

1. ESP Declaration

_____ (Name of ESP) ("ESP") hereby warrants that:

- (1) The ESP has entered into an agreement for direct access service (Agreement) with the "Current Customer," as identified below.
- (2) Under the provisions of the Agreement, the Current Customer has the right to receive direct access service from ESP for electric service loads located at the service address identified below (Current Location) under the service accounts identified below (Current Accounts).
- (3) Under the provisions of the Agreement, Current Customer has the right to assign its right to receive direct access service at the current location for load represented by the Current Accounts to "New Customer" (identified below).
- (4) All conditions of the Agreement necessary for a valid assignment from Current Customer to New Customer have been satisfied, including any necessary approvals by ESP.

Signed _____ (Authorized representative of ESP)

Date _____

2. New Customer Declaration

_____ (New Customer as identified below) hereby warrants that:

- (1) It consents to the assignment of rights by the Current Customer as described above under the ESP Declaration
- (2) It understands that the assigned right to receive direct access service is limited to electric power loads at the Current Location;
- (3) It is familiar with the loads and the load history represented by the Current Accounts and understands that, pursuant to California Public Utilities Commission Decision 02-03-055, its right to receive direct access is limited to loads the same as, or substantially the same as, the loads represented by the Current Accounts.

Signed _____ (Authorized representative of New Customer)

Date _____

Form 14-797
4/2010

Customer Assignment Notification (cont'd)

Current Customer Information

Name: _____
Service Address (Current Location)

(Current Accounts): UDC Account Number(s):

UDC Meter Number(s):

New Customer Information

Name: _____
(The new customer's direct access service will occur at the Current Location)
(New Accounts): UDC Account Number(s):

UDC Meter Number(s):

Upon receipt by SCE of the customer assignment notification, SCE shall review the information and notify ESP within five business days either that (a) the new customer information has been added to the ESP Listing; or (b) SCE has reasonable cause not to process the customer assignment notification. Upon receiving notification under subsection (a) above, ESP may submit a DASR to allow SCE to process the assignment. Upon receiving notification under subsection (b) above, SCE and ESP shall confer as soon as possible to determine what further information needs to be provided in order for ESP to submit a DASR as provided above. This document may be executed in counterparts and submitted by fax, provided the originals are delivered to SCE within 10 calendar days thereafter.

Form 14-797
4/2010



For Office Use Only	Date Received:
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Six-Month Advance Notice to Transfer to Direct Access Service

This completed form notifies Southern California Edison (SCE) of your intent to transfer your account(s) to Direct Access (DA) service. SCE must receive this notice at least six months in advance of the date you intend to transfer to DA. Once received by SCE, you will 1) have a three business-day rescission period after which this notification cannot be canceled, and 2) receive confirmation of your notice to transfer to DA within twenty (20) business days that will specify the date that your Electric Service Provider (ESP) must submit a Direct Access Service Request (DASR) to SCE in order to transfer your account(s). This is important information that you will need to provide to your ESP to complete your request. This date is significant because if SCE does not receive a DASR by that date, your account will be transferred to Transitional Bundled Portfolio Service (TBS) and will be billed at the spot price rate for sixty (60) days. Unless a DASR is received by SCE by the end of this sixty-day period, the six (6) month advance notice to return to DA will be canceled and the account will no longer be eligible for DA service. The account will continue to bill on the TBS spot market price for an additional six (6) months, after which it will begin bundled service for a three-year BPS commitment term.

Please consider this my notice to transfer the account(s) listed below to DA service after my BPS commitment expires. I understand the rules and conditions as set forth in SCE Rule 22.1.¹

Required Customer Information:

Account Name:	
Service Account Number:	30
Service Address:	
City, Zip:	
Customer's E-mail Address:	

(For more than one account, please list the additional information on a separate sheet and attach it to this form.)

Customer or Authorized Agent Signature²

Signature	
Type/Print Name:	
Daytime Phone Number:	
E-Mail Address:	
Date of Signature:	

**FAX completed form to: 562-491-3630
OR
E-Mail to: DANotices@scewebservices.com**

¹ SCE Rule 22.1 is available on www.sce.com and includes the terms and conditions applicable to transferring between BPS and DA.

² If a six month notice is submitted by a third party on behalf of the customer, a signed and executed *Authorization to Receive Customer Information or Act Upon a Customer's Behalf* Form is also required, but should be submitted separately.



For Office Use Only

Date Received: _____

Six-Month Advance Notice to Return to Bundled Portfolio Service

This is my notice to return the account(s) listed below to Southern California Edison's (SCE's) Bundled Portfolio Service. I understand the rules and conditions as set forth in SCE's Rule 22.1 for Direct Access (DA) service or Rule 23 for Community Choice Aggregation Service (CCA Service), as appropriate¹.

Customer Information:

Account Name:	
Account Number:	30
Service Address:	
City, ZIP:	

(For more than one account, please list the additional information on a separate sheet and attach it to this form.)

On Behalf of Customer:

Signature:	
Type/Print Name:	
Daytime Phone Number:	
E-Mail Address:	
Date of Signature:	

Bundled Portfolio Service – Customers choosing to return to Bundled Service² for a term longer than 60 days must provide a six-month advance notice to SCE prior to becoming eligible for Bundled Portfolio Service (BPS). SCE must receive this notice at least six months in advance of the date you intend to transfer to BPS. Once received by SCE, you will 1) have a three business-day rescission period after which this notification cannot be canceled³, and 2) receive confirmation of your notice to return to BPS within twenty (20) business days. Account transfers to BPS will be transferred on the customer's next scheduled meter read date following completion of the six-month advance notice period. Customers electing BPS service make a three-year commitment and will not be eligible to return to DA service or CCA Service, as applicable, until their three-year minimum period has been completed. Customers returning to BPS continue to be responsible for Direct Access Customer Responsibility Surcharge (DA CRS) under-collections and Historical Procurement Charge (HPC), if applicable, resulting from the period they were taking DA service.

At the end of the initial three-year term, customers will have the option to return to DA service or CCA Service, as applicable, or remain on Bundled Portfolio Service based on any subsequent rules.

FAX completed form to: 562-491-3630 OR E-Mail to: DANotices@scwebseervices.com

**OR mail to: Southern California Edison
Attn: Direct Access
P.O. Box 410
Long Beach, CA 90801**

¹ SCE's Rule 22.1 and Rule 23, available on www.sce.com, include the terms and conditions applicable to transferring to BPS from Direct Access service and Community Choice Aggregation Service.

² Bundled Service refers to the combination of generation and other utility services, such as transmission, distribution, etc. DA service and CCA Service indicate that generation is provided by another energy supplier, other than SCE.

³ SCE must receive written notification of the rescission within 3 days by mail or by fax at the address listed above.

Form 14-794
April 2010