



SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

2009
Request for Proposals
from
Eligible Renewable Resource Suppliers
for
Electric Energy

Appendix C
Form of Seller's Proposal

Version 2
Posted July 24, 2009

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ARTICLE ONE. INTRODUCTION.

This Appendix C sets forth the information, documents and data that each Seller must include with its Proposal.

It is intended to identify the requirements for all Proposals, including those based upon both new and existing generating facilities.

A checklist of Seller's submittal obligations is included in Exhibit A.

*** *End of ARTICLE ONE* ***

ARTICLE TWO. SUBMITTAL OF THE PROPOSAL STRUCTURE LETTER, SELLER'S PROPOSAL TEMPLATE AND TERM SHEET OR MARK-UP OF PRO FORMA AGREEMENT IN EMAIL FORM.

2.01 The "Proposal Structure Letter", "Seller's Proposal Template", and "Term Sheet" or "Mark-up of Pro Forma Agreement" (depending on whether Seller's Proposal is for Standard Product, Moderately Short-term Product or Very Short-term Product) must be submitted to SCE by the Structure Due Date set forth in the Procurement Protocol.

Note: These are the only materials that are to be emailed. The remaining proposal materials must be physically mailed to SCE as set forth in ARTICLE Three below.

2.02 The email must include:

- (a) One (1) Proposal Structure Letter in an MS Word (*.doc) file attachment,
- (b) One (1) Seller's Proposal Template in an MS Excel (*.xls) file attachment for each project and for each option (flat v. escalating price, 15 year v. 20 year term, etc.) pertaining to the same project, and
- (c) For Standard Products or Moderately Short-term Products, one (1) Term Sheet in an MS Excel (*.xls) file attachment for each individual Agreement that Seller intends to negotiate if short-listed, or
- (d) ~~(e) One (1) Term Sheet in an MS Excel (*.xls) file attachment~~ For Very Short-term Products, one (1) mark-up of Seller's proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4 or B-5 of the Procurement Protocol in both clean and redline formats as MS Word (*.doc) file attachments for each individual Agreement that Seller intends to negotiate if short-listed.

2.03 Seller's email message must be sent to:

- (a) SCE at RenewableProposals@SCE.com, and
- (b) SCE's Independent Evaluators at Waynejoliver@aol.com.

2.04 The subject line, of the email message, must be written as follows:
"*Short Form of Seller's Name*, 1-2009 SCE RenewRFP, Structure".

2.05 The subject line to an update of the original email message must be written as:
"*Short Form of Seller's Name*, 2-2009 SCE Renewable RFP, Structure (with the first digit of the subject line being increased by 1 for each subsequent update).

2.06 The size of Seller's email message must be *less than* the eight (8) megabytes limit of SCE's email server.

**** End of ARTICLE TWO ****

**ARTICLE THREE. SUBMITTAL OF SELLER'S
ENTIRE PROPOSAL(S) IN PRINT FORM.**

The following submittal instructions pertain to each project (e.g., Gusty Wind Facility located at New Town Site).

If Seller has multiple projects to propose (e.g., Sunny Solar Facility located at New Town Site, Gusty Wind Facility located at Old Town Site, etc.), then Seller must follow the submittal instructions below for each such project.

Options, such as flat v. escalating pricing or 15-year v. 20-year terms, pertaining to a particular project can be presented in the same binder. **Please note, however, a separate Seller's Proposal Template and separate Revenue Calculator are required for each proposal option.**

3.01 Seller's Proposal Binder.

- (a) For each project, SCE must receive four (4) printed and bound copies of Seller's Proposal ("Proposal Binder") by the Proposal Due Date set forth in the Procurement Protocol.
 - (i) four (4) printed and bound copies of Seller's Proposal ("Proposal Binder"), and
 - (ii) one (1) DVD containing the underlying files constituting the Proposal Binder,
- (b) Each Proposal Binder must:
 - (i) Be approximately 8½ inches by 11 inches in size;
 - (ii) Include one section tab for each of the sixteen (16) sections described in ARTICLE Four; and
 - (iii) Be securely bound with one or more (one is preferred) plastic comb binders.
- (c) The cover and each page of Seller's Proposal must be labeled as "*Confidential*" and must include the sentence:

"The contents of this document are subject to a Non-Disclosure Agreement and must not be disclosed."
- (d) If Seller does not have or is unable to obtain any of the information or documents called for below or if any of the requirements set forth in this

Appendix C do not apply to a particular Seller's Proposal, Seller must clearly indicate which information or document is missing and the reason for it not being included in Seller's Proposal.

- (e) Seller may also include any additional, stand-alone background information that it wishes to provide to SCE and any stand-alone permit applications that do not conveniently fit into its overall Proposal Binders.
- (f) Any additional documents must also be bound in plastic comb binders.

3.02 Originals Envelope.

- (a) For each project, SCE must receive a 9 x 12 inch (or larger) envelope ("Originals Envelope") by 1:00 p.m. (PPT) on the Proposal Due Date containing the following originally executed documents and redlines:
 - (i) One (1) Transmittal Letter containing Seller's original signature (the Transmittal Letter is described in Section 4.03 herein);
 - (ii) One (1) The Seller's Acknowledgements ("SA") containing Seller's original signature (the SA is described in Section 4.03(b) herein);
 - (iii) One (1) redline print-out (such as DeltaView) comparing the Seller's executed version versus SCE's Pro Forma SA (color print-out is preferred, and please generate/submit the redline even if there are no changes to SCE's Pro Forma SA);
 - (iv) Two (2) Non-Disclosure Agreements ("NDA") containing Seller's original signature (the NDA is described in Section 4.05 herein); and
 - (v) One (1) redline print-out (such as DeltaView) comparing the Seller's executed version versus SCE's Pro Forma NDA (color print-out is preferred, and please generate/submit the redline even if there are no changes to SCE's Pro Forma NDA).
- (b) SCE prefers that Seller mail the Originals Envelope to SCE in the same box/package as the Proposal Binders.

3.03 SCE's Mailing Address.

Seller must mail the Proposal Binders and the Originals Envelope to SCE at the following address:

Southern California Edison Company
2244 Walnut Grove Avenue, Quad 4D
Rosemead, CA 91770

Attention: John Zoida
Renewable and Alternative Power Department
626-302-3336

*** *End of ARTICLE THREE* ***

ARTICLE FOUR. PROPOSAL INFORMATION AND ORGANIZATION.

Seller's Proposal must be organized into the following sections:

4.01 Cover.

4.02 Table of Contents.

4.03 Tab #1, Transmittal Letter.

- (a) A copy of Seller's signed transmittal letter, substantially in the form of Exhibit B, which:
 - (i) Discloses the Generating Facility Name;
 - (ii) Discloses the City, County and State of the Site location;
 - (iii) Summarizes the Technology;
 - (iv) Highlights some key benefits to SCE; and
 - (v) Discloses any project options (such as term length and/or alternate prices that Seller is proposing for the project).
 - (vi) If Seller's Proposal is based upon an existing Generating Facility that is currently under contract to provide electric energy, and Seller proposes to sell Product to SCE upon the termination of the existing agreement, the Transmittal Letter must include all of the information set forth in Section 2.05(a) of the Protocol.
 - (vii) If Seller's Proposal is based upon the early termination of an existing power purchase agreement, Seller must provide the information set forth in Section 2.05(b) of the Protocol.
 - (viii) If Seller's Proposal is based upon the repowering or expansion of an existing Generating Facility during the term of an existing power purchase agreement, the Transmittal Letter must contain the information set forth in Section 2.05(c) of the Protocols.
- (b) A COPY of Seller's signed Seller Acknowledgement included in Attachment 1 of Exhibit B. (Seller must provide the ORIGINAL Seller's Acknowledgement as set forth in Section 3.02 herein.)

If Seller will be a joint venture between two or more entities, Seller's Acknowledgement must be modified such that each entity in the joint venture executes the Seller's Acknowledgement.

4.04 Tab #2, Copies of Proposal Structure Letter, Seller's Proposal Template and Term Sheet or Mark-up of Pro Forma Agreement.

- (a) One (1) printed copy of the Proposal Structure Letter that was emailed to SCE pursuant to ARTICLE Two above.
- (b) One (1) printed copy of each Seller's Proposal Template that was emailed to SCE pursuant to ARTICLE Two above.
- (c) ~~One~~ For Standard Products and Moderately Short-term Products, one (1) printed copy of each Term Sheet that was emailed to SCE pursuant to ARTICLE Two above.
- (d) For Very Short-term Products, one (1) printed copy of each mark-up of the applicable Pro Forma Agreement that was e-mailed to SCE pursuant to ARTCILE Two above in both clean and redline format.

4.05 Tab #3, Non-Disclosure Agreement.

A COPY of the signed Non-Disclosure Agreement included in Exhibit C. (Seller shall provide the ORIGINAL Non-Disclosure Agreement as set forth in Section 3.02 herein.)

If Seller will be a joint venture between two or more entities, the Non-Disclosure Agreement must be modified such that each entity in the joint venture executes the same Non-Disclosure Agreement.

4.06 Tab #4, Generating Facility Description.

- (a) A written description of the Generating Facility, not to exceed ten (10) single-spaced pages, which contains at least the following information:
 - (i) A description of the electricity generation process sufficient to establish to SCE's satisfaction that the Generating Facility will deliver energy generated by means of one or more Eligible Renewable Energy Resources ("ERR").
 - (ii) Information about the major and auxiliary equipment of the Generating Facility, including descriptions of the:
 - 1) Sizing criteria used for each generating unit;

- 2) How the number of required generating units was determined; and
 - 3) How the annual maximum electric energy production amount was determined.
- (iii) A description about the fuel supply arrangements including the expected lifetime of the fuel supply and the provisions for delivering the fuel to the Site.
- For biomass projects, specify the quantity of fuel resources currently under contract, if any, as well as all assumptions about obtaining fuel resources not currently under contract.
- (iv) A description of all the interconnection utility systems, *excluding* the electrical interconnection which must be addressed in Section 4.07.
- (v) An estimate of the Generating Facility's useful lifetime, including any remaining life after the expiration of the Agreement.
- (b) A Site Plan drawing showing the location of the major Generating Facility equipment, structures, buildings, roadways and features as well as the routes for all interconnecting utility lines.
- (c) If Seller's Proposal is based upon a proposed Generating Facility, an artist's rendering of the Generating Facility, if available.
- (d) If Seller's Proposal is based upon an existing Generating Facility, pictures of the Generating Facility, including:
- (i) Entrance sign;
 - (ii) Overall site;
 - (iii) Major structures;
 - (iv) Control Room;
 - (v) Major mechanical equipment;
 - (vi) Electric energy generator;
 - (vii) Electric energy generator nameplate;
 - (viii) Switchyard; and
 - (ix) Interconnecting transmission system.

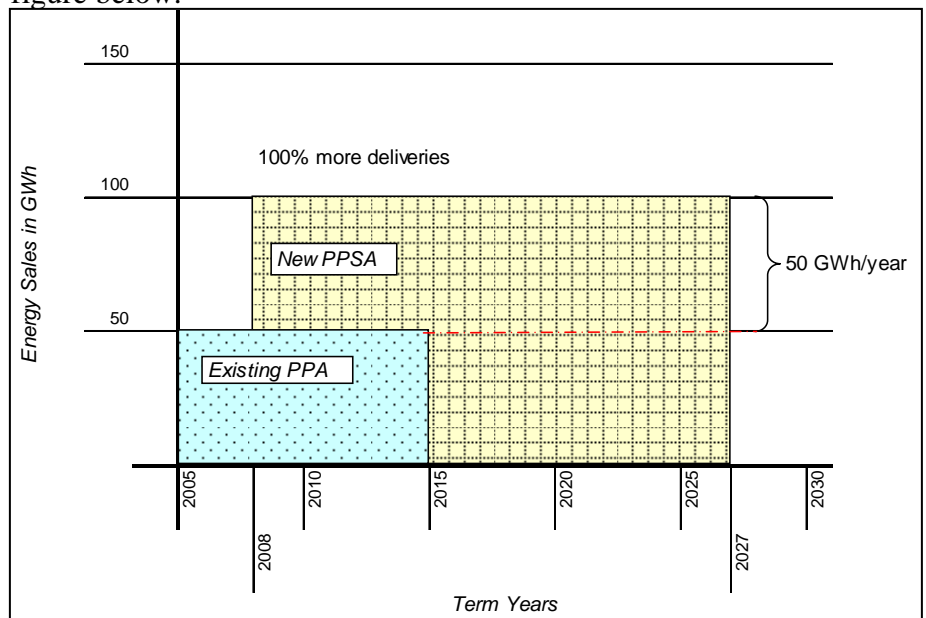
- (e) If Seller's Proposal is based upon a wind power Generating Facility, a:
 - (i) Copy of the appropriate manufacturers wind turbine specifications for each new and existing wind turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing wind turbine and access roadway locations;
 - (iv) Copy of Seller's most recent wind report; and
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.

- (f) If Seller's Proposal is based upon a geothermal Generating Facility, a:
 - (i) Copy of the appropriate manufacturers turbine specifications , if available;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent geothermal reservoir report; and
 - (v) Description of all geotechnical data (including source) and the time frame to which the data pertains, used to derive the Energy Price..

- (g) If Seller's Proposal is based upon a solar Generating Facility, a:
 - (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent solar resource evaluation report; and.
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.

- (h) If Seller's Proposal is based upon any other renewable resource fuel, a:
 - (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;

- (iii) Site plan drawing showing turbine and access roadway locations; and
 - (iv) Copy of Seller's most recent renewable resource evaluation report, if applicable.
- (i) If Seller's Proposal assumes the use of an existing Generating Facility:
- (i) The full name of the existing Generating Facility, as well as any contract identification number or any other information that may help SCE to identify the Generating Facility, in accordance with Section 2.05 of the Protocol and Section 4.03 of this Appendix C;
 - (ii) If the Proposal is based upon a proposed increase in the electrical energy output from an existing Generating Facility above historical levels:
 - 1) A description of the technical or contractual means by which the Generating Facility will be able to achieve the increase; and
 - 2) A electric energy generation forecast diagram similar to the figure below:



- (j) In adopting the ~~Renewable~~Renewables Portfolio Standard (“RPS”) legislation at California Public Utilities Code § 399.11 *et seq.*, the Legislature declared that the California RPS program may promote a number of social and environmental benefits. Seller’s Proposal should address how its Generating Facility provides one or more of the following benefits, if any:
- (i) Increasing the diversity, reliability, public health and environmental benefits of the energy mix;
 - (ii) Promoting stable electricity prices;
 - (iii) Protecting public health;
 - (iv) Improving environmental quality;
 - (v) Stimulating sustainable economic development;
 - (vi) Creating new employment opportunities;
 - (vii) Reducing reliance on imported fuels;
 - (viii) Ameliorating air quality problems;
 - (ix) Improving public health by reducing the burning of fossil fuels; and
 - (x) Providing tangible demonstrable benefits to communities with a plurality of minority or low-income populations.
- (k) Seller’s Proposal should identify the Generating Facility’s environmental impacts on California’s water quality and use, including any particular benefits that will assist in improving water resource management consistent with the California Public Utilities Commission’s Water Action Plan adopted on December 15, 2005, Energy Action Plan II, and environmental stewardship generally.
- (l) In D.04-07-029, the California Public Utilities Commission identified benefits to low income or minority communities, environmental stewardship, local reliability and resource diversity as qualitative attributes to be considered in SCE’s evaluation process. Seller’s Proposal should describe how its Generating Facility provides any of these benefits.

4.07 Tab #5, Electrical Interconnection.

- (a) For the electrical interconnection facilities, transmission lines or distribution lines that are or will interconnect Seller’s Generating Facility to the Transmission Provider:

- (i) A written description of Seller's plan to interconnect the Generating Facility with the Transmission Provider's existing transmission or distribution system including the name of the nearest substation and/or interconnecting transmission/distribution line;
 - (ii) A written description of any assumptions related to Seller's interconnection plan that Seller may have made during the development of its Proposal and the basis for such assumptions;
 - (iii) A simplified one-line diagram and a transmission map showing the CAISO Grid location that Seller is proposing as the Delivery Point;
 - (iv) If Seller's Proposal is based upon a Delivery Point outside of the CAISO Grid, a simplified one-line diagram and a transmission map showing:
 - 1) Seller's proposed Delivery Point; and
 - 2) The CAISO Grid location closest to the Generating Facility.
- (b) For the Interconnection Agreement and transmission service agreement with the Transmission Provider and any required Network Upgrades:
- (i) The name of the Transmission Provider;
 - (ii) A copy of a completed draft of the CAISO's or Transmission Provider's Interconnection Applications;
 - (iii) A copy of any agreements with the CAISO or Transmission Provider to perform a Feasibility Study, System Impact Study, or Facilities Study;
 - (iv) A copy of any completed Feasibility Study, System Impact Study, or Facilities Study, Phase One Study or Phase Two Study;
 - (v) A copy of any executed Interconnection Agreement and transmission service agreement;
 - (vi) A reference to the appropriate section of the Transmission Provider's Transmission Ranking Cost Report, if applicable, and the applicable cluster referred to in Transmission Provider's Transmission Ranking Cost Report identified by name of the substation or generating station and the utility that owns it;
 - (vii) A written description of needed transmission, distribution, interconnection and gen-tie requirement, including the amount of

transmission and network upgrades costs that any Transmission Provider under the jurisdiction of the CAISO must reimburse to Seller;

- (viii) The estimated capital cost of the Network Upgrades that Seller has used in the development of its proposed Energy Price;
- (ix) A schedule of Seller's estimated funding requirements for the Network Upgrades;
- (x) An estimate of the schedule of payments that Seller anticipates receiving from the Transmission Provider to reimburse Seller for funding the Network Upgrade costs, if any;
- (xi) Anticipated on line date and interconnection in-service date and an explanation for the basis for Sellers assumptions about those dates; and
- (xii) Queue position number, if available.

4.08 Tab #6, Site.

- (a) The address of the Site.
- (b) A legal description of the Site (i.e., township(s), section and range of project or metes and bounds).
- (c) A description of Seller's legal control of the Site, including any necessary easements and rights-of-way.
- (d) A description of Seller's plan for acquiring control of any portions of the Site, easements and rights-of-way that it does not already control, along with a timeline for completing all associated activities.
- (e) A street map showing the location of the Generating Facility, access roadways and the rights-of-way for all interconnecting utilities.
- (f) An aerial picture of the Generating Facility Site from an internet site such as
 - (i) Windows Live Local (<http://local.live.com/>); or
 - (ii) Google Maps (<http://www.google.com/maphp?hl=en&q=&om=1>),along with a link to the website which shows the aerial photograph of the Generating Facility Site.

4.09 Tab #7, Permitting.

- (a) A written description of all material applications, permits and approvals required to construct and operate the Generating Facility and all associated interconnecting utilities, including but not necessarily limited to:
 - (i) Conditional Use Permit;
 - (ii) Air Emission Permit;
 - (iii) Authority to Construct and Operate; or
 - (iv) Certificate of Public Convenience and Need.
- (b) A description of Seller's progress toward obtaining the material applications, permits and approvals.
- (c) Copies of any material permits and approvals that have already been received.
- (d) Copies of any applications filed with a state or local authority seeking authorization of the construction or operation of the Generating Facility.

If such application, permit and approval are unreasonably large relative to the size of the overall Proposal they may be submitted as one or more separate computer files.

- (e) A table which summarizes the air emission levels Seller anticipates will be established for the Generating Facility by the appropriate air permitting agency, if applicable, including:
 - (i) NO_x;
 - (ii) CO;
 - (iii) VOC (ROG); and
 - (iv) TSP (PM10).
- (f) A description of whether the Generating Facility will rely upon Emissions Reduction Credits ("ERC") in order to comply with the air emission limits and a description of Seller's strategy for obtaining them.
- (g) A written description of the operating limitations that the permits have or are reasonably expected to have, which may constrain the operation of the Generating Facility in some manner, including the:
 - (i) Maximum number of operating hours; and
 - (ii) Maximum number of starts per year;

4.10 Tab #8, Bar Chart Schedule.

A one page bar chart schedule which clearly sets forth the dates and timelines for the key development, financing, permitting, engineering, procurement, construction and startup activities and written explanations of why Seller is confident the dates are realistic and achievable.

The schedule must be based upon the assumption that CPUC Approval will be obtained in the first quarter of 2010.

The schedule shall include, but shall not necessarily be limited to:

- (a) Obtaining Site Control;
- (b) Major equipment procurement;
- (c) Receiving notification from the CAISO that the Interconnection Application has been deemed complete;
- (d) If applicable, completing the Feasibility Study;
- (e) If applicable, completing the System Impact Study;
- (f) If applicable, completing the Facilities Study;
- (g) If applicable, receiving CAISO approval of the Facilities Study;
- (h) If applicable, completing the Phase One study;
- (i) If applicable, completing the Phase Two study;
- (j) Beginning the environmental permitting activities.
- (k) Issuing a notice to proceed for the construction contract;
- (l) Energizing the Interconnection Facilities; and
- (m) Beginning Initial Operation.

4.11 Tab #9, Revenue Calculator Results.

- (a) The printed results from a Revenue Calculator for each project and for each option (flat v. escalating price, 15 year v. 20 year term, etc.) pertaining to the same project. (An electronic copy of each Revenue Calculator shall be provided to SCE in MS Excel (*.xls) file format pursuant to Section 5.01(b) herein.)

- (b) For any Proposal which includes provisions for SCE to dispatch the Generating Facility, Seller shall clearly identify the dispatchable percentage of the Contract Capacity for each calendar year hour.

For purposes of this RFP, a dispatchable Generating Facility means a generating facility which is capable of being instructed to turn on or off at any time (subject to the Generating Facility's physical operating limitations) by SCE in its sole discretion based on a hourly schedule which SCE provides to the Generating Facility on a day-ahead basis.

4.12 Tab #10, Awards.

A description of all subsidies, awards, grants, supplemental energy payments, special tax treatment or credits or federal, state or local public funding (collectively, "Awards") awarded to, or expected to be received by, Seller or any entity or person identified with respect to the Generating Facility which is the subject of Seller's Proposal. The description must include:

- (a) The identity of any Award that is or may be available to Seller by virtue of its generation or proposed generation from an ERR;
- (b) The effective time period covered by such Award; and
- (c) An indication as to whether such Award has been reduced for failure of a generating facility to come on-line by any deadline established by the CEC, and, if so, the amount of the reduction.

4.13 Tab #11, Comments on SCE's Pro Forma Agreement.

For Standard Products and Moderately Short-term Products, Seller must submit a Term Sheet setting forth all material variations to SCE's Pro Forma Agreement which Seller requires in order to complete a potential transaction with SCE. The Term Sheet should include all variations that affect the Energy Price proposed by Seller, and should be completed in accordance with the requirements set forth in Section 3.03(c) of the Procurement Protocol and Section 5.01(a) of this Appendix C.

For Very Short-term Products, Seller must submit a mark-up of Seller's proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4 or B-5 of the Procurement Protocol which Seller requires in order to complete a potential transaction with SCE. The mark-up should include all variations that affect the Energy Price proposed by Seller, and should be completed in accordance with the requirements set forth in Section 3.03(c) of the Procurement Protocol.

4.14 Tab #12, Seller's Corporate Structure.

- (a) Seller must provide an organizational chart showing each level of Seller's ownership up to the ultimate parent.

- (b) Seller must also provide a description of the Generating Facility's corporate sponsor(s) which includes:
 - (i) Seller's exact and complete name, form of organization (e.g., corporation, limited liability company, etc.) and state of incorporation or organization.
 - (ii) The address of Seller's principal business office.
 - (iii) A description of Seller's principal business.
 - (iv) A description of Seller's experience in developing, financing, owning and operating all types of generating facilities as well as generating facilities of the type and size that are the basis of Seller's Proposal.
 - (v) If Seller is a subsidiary of any other corporation, a description of Seller's ultimate corporate parent, including:
 - (vi) Each of Seller's members, if Seller is a consortium or other association or organization (identifying the controlling member); or
 - (vii) Each member of the group of persons acting in concert if Seller is a group or member of a group acting in concert for purposes of this Proposal (identifying the controlling member).
- (c) If Seller is a direct or indirect subsidiary or affiliate of any other corporation, Seller must provide a description of Seller's ultimate corporate parent for:
 - (i) Each of Seller's general partners, if Seller is a partnership;
 - (ii) Each of Seller's joint venturers, if Seller is a joint venture, along with the identity of the controlling joint venturer;
 - (iii) Each of Seller's members, if Seller is a limited liability company, along with the identity of all managers and officers; and
 - (iv) Each member of a consortium or other association, organization or group of persons acting in concert, if Seller is a group or a member of a group acting in concert for purposes of this RFP, along with the identity of the controlling group members.
- (d) In the case of partnerships, joint ventures, consortia, or other associations or groups, the Seller must provide information sufficient for SCE to identify the ultimate corporate parent if the general partner, venturer, controlling member or other relevant actor or agent is a direct or indirect subsidiary or affiliate of another corporation.

- (e) If Seller proposes to provide a guaranty to SCE, the information required above with respect to Seller's Guarantor, if any.
- (f) Seller's, or Seller's Guarantor's, Moody's and Standard and Poor's senior unsecured debt rating or, if such entities do not have a senior unsecured debt rating, then Seller's or Seller's Guarantor's corporate credit rating or long term issuer rating, if any.

4.15 Tab #13, Seller's Development Team.

The name, address, telephone number, email address, specialty and relevant generating facility development, financing, ownership and operational experience of each member of Seller's development team including, but not necessarily limited to:

- (a) Construction period lender;
- (b) Operating period lender;
- (c) Financial advisor;
- (d) Environmental consultant;
- (e) Owner's engineer;
- (f) Construction contractor;
- (g) Transmission consultant; and
- (h) Legal counsel.

4.16 Tab #14, Generating Facility Financing.

- (a) A description of the role of Seller in the preparation of the Proposal and in the long term ownership of the Generating Facility.
- (b) A description of the anticipated long term ownership structure of the Generating Facility, including the process and timing associated with finding additional equity investors, if required.
- (c) A description of any anticipated construction period financing, including the sources of equity investments and debt financings.
- (d) A description of any anticipated operating period financing, including the sources of equity investments and debt financings.

4.17 Tab #15, Seller's Financial Information.

- (a) Copies of Seller's:
 - (i) Annual Report to shareholders or Annual Report on Form 10-K as filed with the Securities and Exchange Commission ("SEC") containing audited financial statements of Seller;
 - (ii) All subsequent quarterly filings on Form 10-Q, as filed with the SEC; and
 - (iii) If applicable, for each entity identified on the Seller's Proposal Template that is required to file reports under the Securities Exchange Act of 1934, the Annual Report to shareholders or Annual Report on Form 10-K for the past two fiscal years as filed with the SEC containing audited financial reports and all subsequent quarterly filings on Form 10-Q as filed with the SEC for each such entity.
- (b) If none of the foregoing applies, Seller shall supply a Dun and Bradstreet report for each entity identified on the Seller's Proposal Template and either:
 - (i) Most recent copies of audited financial statements, including a certified independent accountant's report thereon, of the Seller, or, if applicable, for each person or entity identified in the Seller's Proposal Template for at least the three prior full fiscal years or, if shorter, the life of the relevant entity; or
 - (ii) A description of the business of each such person or entity and of the material matters relating to such business, including all matters that would be required to be disclosed if such entity were subject to the disclosure requirements of Items 3 and 7 of Form 10-K.
- (c) Any additional disclosure that may be necessary for Financial Accounting Standard Boards Interpretation No. 46 (R) purposes will not be required of Seller until after the creation of SCE's Short-List.

4.18 Tab #16, Seller's Elections.

- (a) Seller's Scheduling Coordinator Election:

The Pro Forma Agreement is drafted to provide that SCE shall be the Scheduling Coordinator for purposes of the Agreement. However, Seller may elect another entity to act as its Scheduling Coordinator. This election must be made in the Seller's Proposal Template submitted by the applicable due date, as several Sections of the Pro Forma Agreement must be revised if Seller elects a party other than SCE to serve as its Scheduling Coordinator.

- (b) Seller's Wind Performance Election:

Seller's Wind Performance Election only applies to wind generating facilities. If Seller's proposed Generating Facility is a wind facility, Seller may elect to base its Proposal and any Agreement on either:

- (i) Seller's Energy Delivery Performance Obligation as set forth in Section 3.05 and the Availability Guarantee in Section 3.17 of the Pro Forma Agreement ("Standard Wind Obligation"); or
- (ii) Appendix F - Alternate Wind Performance Standard, which provides an alternate method of calculating Seller's Energy Delivery Performance Obligation for wind-powered Generating Facilities. Please see Appendix F for details regarding the Alternate Wind Performance Standard.

Sellers with wind resource Generating Facilities must designate their Wind Performance Election in the Seller's Proposal Template submitted by the applicable due date.

4.19 Tab #17, Project Viability Calculator.

The CPUC has issued a project viability calculator ("PVC") to standardize project viability criteria for the purpose of increasing transparency and uniformity of the California Investor-Owned Utilities' procurement of renewable energy through its RPS solicitation process.

Appendix G - The PVC is provided in Appendix G to the Procurement Protocols, which is located at <http://www.SCE.com/renewRFP>.

SCE will score each project's qualitative attributes using the PVC. But SCE also requires each Seller to self-assess its own projects' qualitative attributes. Therefore, as part of a complete and conforming Proposal package for each project submitted pursuant to this RFP, Sellers must:

- (a) Download the PVC from <http://www.SCE.com/renewRFP>;
- (b) Input the appropriate scores in the yellow cells in the "Calculator" tab, using the guidelines provided in the "Criteria_Scoring Guidelines" tab;
- (c) Save the PVC in Excel version 2002 format and provide to SCE on the DVD required for this RFP; and
- (d) Provide to SCE the printed results from of the "Calculator" tab as Tab #17 in each submitted Proposal Binder.

**** End of ARTICLE FOUR ****

ARTICLE FIVE. FORM OF ELECTRONIC FILES.

5.01 Required Computer Files.

- (a) Due on the Structure Due Date:

The following computer files shall be organized as follows:

- (i) The file created in order to send the Proposal Structure Letter in email form as set forth in ARTICLE Two.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Structure”

- (ii) The file created in order to send the Seller’s Proposal Template in email form as set forth in ARTICLE Two.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Template”

- (iii) Depending on whether Seller’s Proposal is for Standard Product, Moderately Short-term Product or Very Short-term Product”, either:

~~(iii)~~—The file created in order to send the Term Sheet in email form as set forth in ARTICLE Two.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Term Sheet”

or

The file created in order to send the Mark-up of Pro Forma Agreement in email form as set forth in ARTICLE Two

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Redlines”

- (b) Due on the Proposal Due Date:

- (i) Revenue Calculator results as a Microsoft Excel file.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Calculator”

- (ii) Project Viability Calculator results (“Calculator” tab only) as a Microsoft Excel file.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, PVC”

- (iii) Seller’s background information and corporate brochure, if any, in PDF.

File Name:

“Short Form of Seller’s Name, 1-SCE 2009 RenewRFP, Background”

- (c) Computer File Updates:

If Seller should need to send one or more updates to any of the above files, the respective name(s) for such update(s) shall be written as:

“Short Form of Seller’s Name, 2-2009 SCE Renewable RFP, XXXX” (with the first digit of the file name being increased by 1 for each subsequent update.

5.02 Additional Information.

If Seller chooses to divide any one of the electronic files into two (2) or more files, Seller shall include a unique letter qualifier on each file. (i.e., “3a-SCE 2009 RenewRFP, Proposal”)

*** *End of ARTICLE FIVE* ***

EXHIBIT A
Proposal Checklists

EXHIBIT A
Proposal Checklists

Proposal Checklist #1 <i>Due prior to 1:00 p.m. Pacific Prevailing Time on the Structure Due Date set forth in the Procurement Protocol.</i>			
<i>Item</i>	<i>Copies</i>	<i>Description</i>	<i>Reference</i>
1	1	E-mail the Proposal Structure Letter to SCE. (Available at http://www.SCE.com/renewRFP)	ARTICLE Two of this Appendix C
2	1 for each Project or Option	E-mail Seller’s Proposal Template to SCE. (Available at http://www.SCE.com/renewRFP)	ARTICLE Two of this Appendix C
3	1 for each Agreement that Seller intends to negotiate if short-listed	<u>For Standard Products and Moderately Short-term Products</u> , E-mail Term Sheet to SCE. (Available at http://www.SCE.com/renewRFP)	ARTICLE Two of this Appendix C
<u>4</u>	<u>1 for each Agreement that Seller intends to negotiate if short-listed</u>	<u>For Very Short-term Products</u> , E-mail mark-up of applicable Pro Forma Agreement to SCE. (Available at http://www.SCE.com/renewRFP)	<u>ARTICLE Two of this Appendix C</u>

Proposal Checklist #2

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>Copies</i>	<i>Description</i>	<i>Reference</i>
1	4	Printed copies of Seller's Proposal Binder.	ARTICLE Three of this Appendix C
2	1 CD or DVD	A CD or DVD containing: a) All of the electronic files required in order to print Seller's complete Proposal Binder; and b) An electronic copy of each SCE Revenue Calculator which has been updated to include the hourly generation profile for the Generating Facility and all other information called for in the file.	Section 5.01 of this Appendix C
3	2 Originals 1 Redline	Signed ORIGINAL and REDLINE of Seller's Non-Disclosure Agreement.	Section 4.05 and Exhibit C of this Appendix C
4	1 Original 1 Redline	Signed ORIGINAL and REDLINE of the Seller Acknowledgement.	Sections 3.02(a) and 4.03(b) and Attachment 1 in Exhibit B of this Appendix C
5	1	Any additional information that Seller wants to include about itself.	Section 3.01(e) of this Appendix C
6	1	Any stand-alone permits or permit applications.	Sections 3.01(e), 4.09(c) and 4.09(d) of this Appendix C

Proposal Checklist #3

Upon Notification of Selection for SCE's Final Short-List.

<i>Item</i>	<i>Copies</i>	<i>Description</i>	<i>Reference</i>
1	1	Short-List Deposit: If by <i>Letter of Credit Deposit</i> , night mail to: Michael R. Barker Southern California Edison 2244 Walnut Grove Avenue, Quad 1C Rosemead, CA 91770 If by <i>Cash Deposit</i> , via wire transfer instructions can be obtained by contacting Mr. Michael R. Barker at 626-302-3361 or michael.barker@sce.com.	Procurement Protocol Section 3.05 and Exhibits D and E in this Appendix C
2	1	A scanned copy of the letters, forms and checks used to document and submit Seller's Short-List Deposit, sent via email to: RenewableProposals@sce.com .	Procurement Protocol Sections 3.05(b)
3	1	A signed notice granting SCE exclusive negotiating rights to the Product produced by the Generating Facility.	Procurement Protocol Section 4.02
4	1	A copy of the Interconnection Application that Seller files with the CAISO or Transmission Provider.	Procurement Protocol Section 6.01(d)(i)

Proposal Checklist #4			
<i>Due as Information Becomes Available.</i>			
<i>Item</i>	<i>Copies</i>	<i>Description</i>	<i>Reference</i>
1	1	A copy of any correspondence from the CAISO or applicable Transmission Provider which deems Seller's interconnection application complete.	Procurement Protocol Section 6.01(d)
2	1	Any agreement, study or analysis prepared by the CAISO or applicable Transmission Provider received by Seller since the Proposal Due Date.	Procurement Protocol Article Six

EXHIBIT B

Form of Seller's Transmittal Letter

[Insert Seller's Letterhead]

_____, 2009

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

Attention: Mr. John Zoida
Project Manager,
Renewable and Alternative Power

Subject: SCE's 2009 Request for Proposals
from Eligible Renewable Resource Supplier
for Electric Energy.

Regarding: *[Seller's short name]* Proposal
for a *[ERR Technology]* Generating Facility

Dear Mr. Zoida

[Please refer to Section 4.03 of this Appendix C for applicable content.]

Very truly yours,

[A person with authority to legally bind Seller]

Name

Title

List of Attachments

1. Seller's Acknowledgements (Original and Redline Copy)
2. Seller's Non-Disclosure Agreement (Originals and Redline Copies)
3. Four (4) Seller's Proposal Binders

ATTACHMENT 1
Seller's Acknowledgements

[Seller full name] (“Seller”) hereby acknowledges receipt of the Southern California Edison Company’s RFP Procurement Protocol dated , 2009] (the “Procurement Protocol”), and all attachments to the Procurement Protocol.

Seller agrees to be fully bound by *all* terms and conditions of the Procurement Protocol in submitting its Proposal in response to SCE’s RFP.

In addition to the foregoing, Seller acknowledges and agrees as follows:

1. Seller has reviewed any and all updates to the RFP Materials as posted on the SCE website (<http://www.SCE.com/RenewRFP>).
2. Seller has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the Procurement Protocol and Seller’s Proposal.
3. Seller has obtained all necessary authorizations, approvals and waivers, if any, required by Seller as a condition of submitting its Proposal and, if Seller’s Proposal is selected, executing an Agreement with SCE in substantially the form of the Agreement set forth in Appendix B-1.
4. Seller is submitting its Proposal subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and Public Utilities Code sections 383.5, 399.11 et seq., and 454.5.
5. Seller’s proposed Energy Price is calculated based upon the assumptions that (i) Seller will post Performance Assurance equal to the Performance Assurance amount that Seller specifies in Seller’s Proposal Template; and (ii) Seller will post Development Security in the quantity specified in Section 3.05 of the Protocol.
6. Seller has not engaged, and will not engage, in Communications (as defined in Article Eleven of the Procurement Protocol) with any other Seller in the RFP concerning the price terms contained in Seller’s Proposal or related matters, and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFP.
7. The Proposal provided by Seller is a binding Proposal subject only to SCE’s acceptance, in SCE’s sole discretion, at any time prior to the termination of the RFP, and satisfaction or waiver of any unsatisfied conditions precedent or subsequent in the Agreement.
8. The Proposal provided by Seller pertains solely to generation from a Generation Facility employing an ERR or ERRs as a means of producing electricity. Seller agrees to submit to any audit required by the CEC, CPUC, or SCE for the purpose of confirming, prior to execution of the Agreement and thereafter, that the Generating Facility meets and has maintained the eligibility requirement set forth in the RFP.

9. ANY BREACH BY SELLER OF THE FOREGOING REPRESENTATIONS AND WARRANTIES IS, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH SELLER, AND, DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFP IN ITS ENTIRETY.

[Company Name]

By:

[Title]

Date:

EXHIBIT C
Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[Seller Full Name]

This Non-Disclosure Agreement (“Agreement”) dated as of _____ (“Effective Date”) is hereby entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY (“SCE”), a California corporation, and *[Seller’s Full Name]* (“*Seller’s short name*”), a *[Legal Status of Seller]*.

SCE and *[Seller’s short name]* shall sometimes be referred to in this Agreement individually as a “Party” and jointly as the “Parties.”

RECITALS

- A. SCE initiated a request for proposals (“RFP”) to supply energy and associated Green Attributes, Capacity Attributes and Resource Adequacy Benefits from eligible renewable resources (“ERRs”) on *[Issuance Date of RFP]*, 2009, with a goal of negotiating and executing power purchase agreements with ERRs whose proposals are selected pursuant to the RFP.
- B. *[Seller’s short name]* desires to submit a proposal in response to the RFP.
- C. The Parties desire to keep confidential any confidential or proprietary information disclosed by *[Seller’s short name]* to SCE as part of *[Seller’s short name]* submission of a proposal in response to the RFP (the “Proposal”), or any confidential or proprietary information that may be disclosed by either Party to the other Party as part of discussions or negotiations with *[Seller’s short name]* concerning *[Seller’s short name]* Proposal.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, all oral or written (including electronic) communications exchanged between the Parties on or after the Effective Date (as set forth in Section 10 of this Agreement) as part of, or arising out of, the Proposal (including the fact that *[Seller's short name]* has submitted the Proposal and, if applicable, the facts that: (i) SCE has short-listed the Proposal; and (ii) the Parties are negotiating the Proposal) shall be referred to as "Confidential Information."
2. Each Party agrees to treat Confidential Information as confidential with respect to third parties and shall not disclose Confidential Information except as specifically authorized herein or as specifically agreed to by each Party in writing.

Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party. Each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal ("Permitted Disclosee"), or in subsequent discussions or negotiations regarding the Proposal and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator (as described in that certain Procurement Protocol for SCE's 2009 Request for Proposals from Eligible Renewable Energy Resource Suppliers for Electric Energy) is and must be deemed to be a Permitted Disclosee.

Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

3. SCE and the Independent Evaluator may also disclose Confidential Information to the following entities and their staff and divisions thereof in furtherance of the RFP: (i) the California Public Utilities Commission ("CPUC"), (ii) the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071 ("PRG"), (iii) the California Energy Commission ("CEC"), and (iv) the California Independent System Operator ("CAISO").

Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section 583 and General Order 66-C, or by appropriate application to

or agreement with, the PRG, CAISO and CEC, SCE may disclose Confidential Information under this Paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into.

Neither SCE nor the Independent Evaluator shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, CEC, FERC, PRG or CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.

SCE may also disclose Confidential Information as may be reasonably required to participate in any auction, market or other process pertaining to the allocation of priorities or rights related to the transmission of electrical energy sold or to be sold to SCE under any agreement reached as a result of discussions or negotiations.

4. Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term “Confidential Information” shall not include:
 - a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than from the other Party, its Permitted Disclosee or representatives of its rating agencies;
 - b. Information which SCE or *[Seller’s short name]* can demonstrate in writing was already known to SCE or *[Seller’s short name]* prior to the Effective Date;
 - c. Information which comes to SCE or *[Seller’s short name]* from a *bona fide* third party source not under an obligation of confidentiality; or
 - d. Information which is independently developed by SCE or *[Seller’s short name]* without use of or reference to Confidential Information or information containing Confidential Information.
5. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
6. A Party disclosing Confidential Information in hard copy or electronic form shall use best efforts to label it with the following legend:

*“CONFIDENTIAL INFORMATION.
THE CONTENTS OF THIS DOCUMENT ARE SUBJECT TO
A NON-DISCLOSURE AGREEMENT”*

Telephone: (626) 302-1212
Facsimile: (626) 302-1103

If to *[Seller's short name]*:

[Name of Seller]
[Address of Seller]
Telephone:
Facsimile:

With copy to:

Telephone:
Facsimile:

11. This Agreement shall be effective as of the Effective Date and shall terminate five years from such date, or earlier upon the mutual written consent of the Parties or as required by applicable law or decision of the CPUC.
12. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.

13. Any waiver of the requirements and provisions of this Agreement shall be in writing.

The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.
14. This Agreement may not be modified except by a written agreement executed by both Parties.
15. This Agreement shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.
16. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.

17. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.
18. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.

[Remainder of page left blank intentionally.]

19. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

[Seller's Full Name],

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

[Legal Status of Seller]

a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT D

Form of Letter of Credit for Short-List Deposit

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT

Reference Number:

Transaction Date:

BENEFICIARY:

Southern California Edison Company
2244 Walnut Grove Avenue
Risk Control GO#1, Quad 1C
Rosemead, CA 91770

Ladies and Gentlemen:

_____ (the "Bank") hereby establishes this Irrevocable Nontransferable Standby Letter of Credit ("Letter of Credit") in favor of Southern California Edison Company, a California corporation (the "Beneficiary"), for the account of _____, a _____ corporation, (the "Applicant"), for the amount of XXX AND XX/100 Dollars (\$ _____) (the "Available Amount"), effective immediately and expiring at 5:00 p.m., California time, on the Expiration Date.

This Letter of Credit shall be of no further force or effect upon the close of business on _____ or, if such day is not a Business Day (as hereinafter defined), on the next preceding Business Day (the "Expiration Date").

For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to Beneficiary by presentation in compliance on or prior to 5:00 p.m. California time, on or prior to the Expiration Date of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and
2. The Drawing Certificate issued in the form of Attachment A attached hereto and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite documents as described above to the Bank by facsimile at _____ or such other number as specified from time-to-time by the Bank.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided that*, the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except for such attachment.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

AUTHORIZED SIGNATURE for Issuer

(Name)

Title: _____

- End -

EXHIBIT E
Form of Draw Certificate

[BENEFICIARY LETTERHEAD]

Drawing Certificate

TO *[ISSUING BANK NAME]*

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT

No. _____

DRAWING CERTIFICATE

Bank

Bank Address

Subject: Irrevocable Non-transferable Standby Letter of Credit

Reference Number: _____

The undersigned _____, an authorized representative of Southern California Edison Company (the "Beneficiary"), hereby certifies to *[Issuing Bank Name]* (the "Bank"), and _____ (the "Applicant"), with reference to Irrevocable Nontransferable Standby Letter of Credit No. { _____ }, dated _____, (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to \$ _____, for the following reason(s) [check applicable provision]:
 - A. The Applicant has forfeited its Short-List Deposit, or
 - B. A Letter of Credit Default has occurred and has not been cured;
 - C. The Bank has provided written notice to the Beneficiary of the Bank's intent not to renew the Letter of Credit following the present Expiration Date thereof ("Notice of Non-renewal"), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within thirty (30) days following the date of the Notice of Non-renewal.

The above in accordance with the terms of the Procurement Protocol issued by the Beneficiary on [date of RFP], as it may be amended from time to time

2. Based upon the foregoing, the Beneficiary hereby makes demand under the Letter of Credit for payment of U.S. DOLLARS AND ____/100ths (U.S.\$ _____), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount under the Letter of Credit as of the date hereof.
3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.



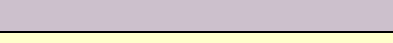


IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this ____ day of _____, _____.

Beneficiary: SOUTHERN CALIFORNIA EDISON COMPANY

By:
Name:
Title:

Document comparison done by DeltaView on Friday, July 24, 2009 3:31:07 PM

Input:	
Document 1	file://J:/RAP Contract Origination/2009 RPS/RFP Website/Go-Live Website/Posted on 2009-06-29 (Initial RFP Launch)/2009_RFP_Appendix_C_Form_of_Sellers_Proposal_v1.doc
Document 2	file://J:/RAP Contract Origination/2009 RPS/RFP Website/Go-Live Website/Posted on 2009-07-24 (Posting of Very Short Term Products)/2009_RFP_Appendix_C_Form_of_Sellers_Proposal_v2.doc
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	7
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	40