

TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR AGREEMENT

This Agreement ("Agreement") for Aggregators Participating in the Time-Of-Use Base Interruptible Program is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between Southern California Edison Company ("SCE"), a corporation organized and existing under the laws of the State of California, and _____ ("Aggregator"), a _____ organized and existing under the laws of the State of _____. SCE and Aggregator may sometimes be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the California Public Utilities Commission ("CPUC") has authorized the Time-Of-Use Base Interruptible Program ("TOU-BIP"), a time-of-use base interruptible program as set forth in SCE's Schedule TOU-BIP, ("Schedule TOU-BIP"), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby SCE pays eligible Aggregators for participating in Schedule TOU-BIP; and

WHEREAS, the CPUC has authorized the participation of Aggregators in Schedule TOU-BIP, and Aggregator desires to participate in SCE's TOU-BIP subject to the applicable SCE tariff rules and Schedule TOU-BIP.

NOW, THEREFORE, in consideration of the mutual undertakings set forth below, the Parties agree as follows:

I. AGGREGATOR'S OBLIGATIONS

A. Subject to Schedule TOU-BIP. Aggregator's status in SCE's TOU-BIP shall be as an "Aggregator" under Schedule TOU-BIP. Aggregator shall be subject to all applicable tariff rules and regulations (which rules and regulations are hereby incorporated herein as an integral part of this Agreement), including, but not limited to, the rates, terms and conditions set forth in Schedule TOU-BIP, as such rules and regulations may be amended from time to time. If the CPUC approves any modification to Schedule TOU-BIP, any such modification shall be incorporated herein and this Agreement will continue in full force and effect as to Schedule TOU-BIP as so modified, unless and until the Parties execute a new agreement, or unless and until SCE or Aggregator terminates this Agreement.

B. Aggregated Group. Aggregator shall group customer service accounts, located within SCE's service territory, for purposes of receiving service under Schedule TOU-BIP as an Aggregator. Such Aggregator shall receive payments or when applicable pay penalty charges, whereby it is the Aggregator who is served under Schedule TOU-BIP, not the individual customers of an Aggregator. Aggregator shall be solely responsible for having the appropriate contractual or other arrangements with each customer within an Aggregator's group. SCE shall not be responsible for monitoring, auditing, reviewing or enforcing such arrangements. Aggregator acknowledges and agrees that it is the Aggregator, not the customer, who is subject to the terms and conditions of Schedule TOU-BIP and this Agreement.

C. Aggregator Service Establishment. The following requirements must be satisfied before Aggregator can provide Aggregator services and be eligible to receive payments from SCE in connection with Schedule TOU-BIP:

1. For each Aggregated Group, Aggregator must submit an executed Time-Of-Use Base Interruptible Program Aggregator Agreement.
2. Aggregator must satisfy SCE's creditworthiness requirements as specified in Section IV below.
3. For each Aggregated Group, SCE has (i) determined that each customer service account that Aggregator identifies for inclusion in the Aggregated Group is eligible for participation; (ii) verified that the requisite interval metering is installed at each customer service account location; and (iii) reconfigured the customer service accounts in the Aggregated Group to be on a single billing cycle.

D. Required List of Customer Service Accounts in the Aggregated Group. Once Aggregator has entered into the appropriate contractual or other arrangements with each customer who has agreed to participate in the Aggregated Group, Aggregator shall deliver to SCE a "Notice by Aggregator to Establish or Revise an Aggregated Group," attached hereto as **Attachment B**, by facsimile or email to:

SCE Tariff Programs and Services
Attn: TOU-BIP Program Manager
Facsimile: 626-633-3460
Email: DRP@sce.com

Mail the signed original to: SCE Tariff Programs and Services
Attn: TOU-BIP Program Manager
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770

Once the Aggregated Group is established, Aggregator may add or delete customer service accounts to/from that Aggregated Group only during the annual window from November 1 to December 1, by delivering to SCE an Amendment to Time-Of-Use Base Interruptible Program Aggregator Agreement, a form of which is attached hereto as **Attachment E**.

E. Timeliness and Due Diligence. Aggregator shall exercise due diligence in meeting its obligations and deadlines under Schedule TOU-BIP and this Agreement so as to facilitate customer participation through Aggregator in TOU-BIP.

II. GENERAL TERMS

- A. Definitions. Except where explicitly defined herein, the capitalized terms used in this Agreement shall have the meanings set forth in Schedule TOU-BIP.
- B. SCE Not Liable for Aggregator Service. SCE has no obligations to a customer with one or more service accounts participating in an Aggregator's group in TOU-BIP. Such customer must look to Aggregator to carry out the responsibilities associated with Aggregator's service.
- C. Customer-Specific Usage or Meter Data. SCE will provide customer-specific usage or meter data to Aggregator, provided SCE has received written authorization from the customer to release such information to Aggregator, in the form attached hereto as **Attachment C** ("Authorization to Receive Customer Information or Act on a Customer's Behalf"). Subject to the customer's authorization, SCE will provide a maximum of the most recent 12 months of customer usage data or the amount of data available for that specific service account. Customer information will be released to the customer or its authorized agent up to two times per year per service account at no cost to the customer as specified in the Customer Information Service Request form. Thereafter, SCE will have the ability to assess a processing charge. An authorized agent receiving such customer information will not further release the information to others without the customer's explicit consent.
- D. Customer Inquiries. Customer inquiries concerning Aggregator's services should be directed to Aggregator.
- E. Additional Terms and Conditions. Additional terms and conditions of Aggregator's participation in TOU-BIP are set forth in **Attachment D** hereto.

III. LIMITATION OF LIABILITIES

SCE shall not be liable to the customer or Aggregator for any damages caused by SCE's conduct in compliance with, or as permitted by, Schedule TOU-BIP or other tariffs, this Agreement and associated legal and regulatory requirements related to TOU-BIP.

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

SCE shall not be liable to any customer for any damages caused to the customer by any failure by Aggregator to comply with SCE's tariffs, this Agreement and associated legal and regulatory requirements related to TOU-BIP service.

The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of Schedule TOU-BIP or this Agreement, and to resolve disputes regarding SCE's performance of its obligations under Schedule TOU-BIP or other tariffs, or this Agreement.

SCE shall not be liable to the customer for any damages caused by Aggregator's failure to perform any commitment to the customer.

Aggregator is not SCE's agent for any purpose. SCE shall not be liable to the customer for any damages resulting from any acts, omissions, or representations made by Aggregator in connection with soliciting customers for Aggregator's services or performing any of its functions in TOU-BIP.

IV. CREDIT REQUIREMENTS

A. Credit Requirements. SCE shall require Aggregator to establish its creditworthiness through evaluations, deposits, or other security in the manner described below to cover Aggregator's payment liabilities to customers incurred as a result of customers' participation in an Aggregator's group under the terms and conditions of Schedule TOU-BIP. Aggregator may establish its creditworthiness through any one of the following. Upon the establishment of such creditworthiness, SCE upon request will refund Aggregator's security deposits, if any, then being held to secure payment of liabilities to customers incurred as a result of customers' inclusion in an Aggregator's group under the terms and conditions of Schedule TOU-BIP.

1. Credit Evaluation

Aggregator with a demonstrable current credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, is deemed to be creditworthy unless SCE determines that a material change in the Aggregator's creditworthiness has occurred. SCE requires Aggregator to complete a credit application including financial information reasonably necessary to establish credit. The creditworthiness evaluation may be conducted by an outside credit analysis agency, determined by SCE, with final credit approval granted by SCE. This evaluation will be completed within 10 business days. Credit reports will remain strictly confidential between the credit analysis agency and SCE. A credit application processing fee, as approved by the CPUC, may be charged to offset the cost of determining the Aggregator's creditworthiness.

2. Security Deposits

Aggregator may submit and maintain a cost-based security deposit in lieu of submitting to or being qualified under a creditworthiness evaluation. The amount of the security deposit required to establish credit will be twice the estimated monthly payment liabilities to customers incurred as a result of customers' participation in an Aggregator's group participating in TOU-BIP, where the estimate is based on the last 12 months of data for such customers' participation in an Aggregator's group. The initial value of the security deposit will be estimated by SCE for each Aggregator to cover its expected customer base and will be adjusted as necessary from time to time to meet the security requirements based on changes in Aggregator's customer base. Security deposits may be in the form of (1) cash deposits, with interest earned at the 3-month commercial paper rate, (2) letters of credit, defined as irrevocable and renewable issued by a major financial institution acceptable to SCE, (3) surety bonds, defined as renewable and issued by a major insurance company acceptable to SCE, or (4) guarantees from Aggregator's parent company or subsidiary with a credit rating of Baa2 or higher from Moody's or BBB or higher from Standard and Poor's, Fitch or Duff & Phelps, unless SCE determines that a material change in the guarantor's creditworthiness has occurred, or, in other cases, through the credit evaluation process described above. Security deposits must be posted with SCE prior to the Aggregator's participation in TOU-BIP. Security deposits posted with SCE which are in excess of outstanding liabilities owed to SCE and/or customers who participated in an Aggregator's group will be returned to Aggregator within approximately 60 days after the expiration or termination of this Agreement.

3. Security Deposit Payment Timetable

Aggregator is obligated to post a security deposit with SCE prior to Aggregator's participation in TOU-BIP. Such a deposit shall not be required until three days before Aggregator can participate in TOU-BIP or be listed by SCE as an Aggregator, whichever comes earlier. Unless and until Aggregator's security deposit is received, Aggregator shall not be entitled to participate in TOU-BIP or receive any interruptible bill credits as specified in Schedule TOU-BIP. Aggregator's failure to timely post the required security deposit may result in the termination of this Agreement and/or a determination by SCE that Aggregator is ineligible to participate in TOU-BIP.

4. Interest on Cash Deposit

SCE will pay interest on cash deposits, except as provided below, calculated on a daily basis, and compounded at the end of each calendar month, from the date fully paid to the date of refund by check or credit to Aggregator's account. The interest rate applicable in each calendar month shall be set forth in Rule 7; except that when a refund is made within the first fifteen days of a calendar month the interest rate applicable in the previous month shall be applied for the elapsed portion of the month in which the refund is made.

5. Ongoing Maintenance of Credit

To assure continued validity of established unsecured credit, Aggregator shall promptly notify SCE of any material change in its credit rating or financial condition. Aggregator shall also furnish evidence of an acceptable credit rating or financial condition, as set forth above, to SCE upon request. In the event SCE determines that Aggregator's, or Aggregator's guarantor's, creditworthiness has materially changed, as set forth above, and Aggregator does not rectify or provide a security deposit commensurate with the change in creditworthiness, then SCE may terminate this Agreement pursuant to Section VIII below.

6. Additional Documents

Aggregator shall execute and deliver all documents and instruments (including, without limitation, security agreements and SCE financing statements) reasonably required from time to time to implement the provisions set forth above and to perfect any security interest granted to SCE.

V. PAYMENT

A. Payment Terms. During the term of this Agreement, SCE shall make any payments (after deducting any penalties due to SCE) due to Aggregator pursuant to the terms and conditions of Schedule TOU-BIP within sixty (60) calendar days following the end of each operating month by issuing a bill credit or a check payable to Aggregator and mailed to the following address:

Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City, State, Zip: _____

B. Disputed Bills or Charges. Aggregator agrees to resolve any disputed bills and/or charges in accordance with the "Resolution of Disputes" provision of Section XII.D below.

VI. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it is and shall remain in compliance with all applicable laws.

Each Party represents and warrants 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.

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards in accordance with the requirements of this Agreement.

With each submission of a "Notice by Aggregator to Add/Delete SCE Customer Service Accounts," adding a customer service account, and until such time as Aggregator submits such Notice for the removal of such customer from Aggregator's representation, Aggregator represents and warrants that:

- (a) Each customer participating in an Aggregator's group has voluntarily elected to such participation;
- (b) Aggregator has entered into the appropriate contractual or other arrangements with such customer whereby such customer has authorized Aggregator to receive payments from and to pay penalty charges to SCE under the terms and conditions of Schedule TOU-BIP.

VII. TERM

The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until terminated pursuant to Section VIII below.

VIII. TERMINATION

A. Termination During Annual Window. Aggregator may terminate this Agreement upon written notice to SCE, which must be received by SCE during the annual window from November 1 to December 1.

B. Termination at CPUC Direction. SCE may terminate this Agreement upon fifteen (15) days written notice to Aggregator if the CPUC orders the termination of this Agreement or Schedule TOU-BIP.

C. Termination for Default: Either Party may terminate this Agreement upon written notice to the other Party if the other Party breaches any material obligation under this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of the breach.

D. Effect of Termination. Upon Aggregator's termination or SCE's issuance of a notice of termination of this Agreement for default by Aggregator, SCE shall have the right to solicit the direct participation in TOU-BIP of customers who had participated in an Aggregator's group who are eligible to participate directly in TOU-BIP.

IX. INDEMNIFICATION

A. Indemnification of SCE. To the fullest extent permitted by law, Aggregator shall indemnify, defend and hold harmless SCE, and its parent company, subsidiaries, affiliates and their respective shareholders, officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses, including without limitation reasonable attorneys' fees (a "Claim"), resulting from (a) any breach of the representations, warranties, covenants and obligations of Aggregator under this Agreement, (b) any act or omission of Aggregator, whether based upon Aggregator's negligence, strict liability or otherwise, in connection with the performance of this Agreement, or (c) any third party claims of any kind, whether based upon negligence, strict liability or otherwise, arising out of or connected in any way to Aggregator's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss or damage is caused by the willful misconduct of SCE or SCE's sole negligence.

B. Defense of Claim. If any Claim is brought against the Indemnified Parties, Aggregator shall assume the defense of such Claim, with counsel reasonably acceptable to the Indemnified Parties, unless in the opinion of counsel for the Indemnified Parties a conflict of interest between the Indemnified Parties and Aggregator may exist with respect to such Claim. If a conflict precludes Aggregator from assuming the defense, then Aggregator shall reimburse the Indemnified Parties on a monthly basis for the Indemnified Parties' defense costs through separate counsel of the Indemnified Parties' choice. If Aggregator assumes the defense of the Indemnified Parties with acceptable counsel, the Indemnified Parties, at their sole option and expense, may participate in the defense with counsel of their own choice without relieving Aggregator of any of its obligations hereunder.

C. Survival. Aggregator's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement.

X. NOTICES

A. Mailing Address. Except for payments, which shall be made pursuant to Section V above, any formal notice, request, or demand required or permitted under this Agreement shall be given in writing by SCE and Aggregator, and shall be (a) mailed by first-class mail, (b) mailed by registered, certified or other overnight mail, (c) delivered in hand, or (d) faxed with confirmation as set forth below, to the other Party as indicated below, or to such other address as the parties may designate by written notice.

To Aggregator:

Phone: _____
Facsimile: _____

To SCE:

Phone: _____
Facsimile: _____

B. Notices. Notices delivered by hand shall be deemed received when delivered. Notices sent by facsimile shall be deemed received upon receipt but must be confirmed by mail within seventy-two (72) hours. Notices delivered by first class mail shall be deemed received forty-eight (48) hours (not including weekends and holidays) after deposit, postage prepaid, in the U.S. mail, or if certified, registered or overnight mailing is used, as acknowledged by the signed receipt of mailing.

XI. CONFIDENTIALITY

A. Confidentiality. Aggregator shall not disclose any Confidential Information obtained pursuant to this Agreement to any third party, including any affiliates of Aggregator, without the express prior written consent of SCE. As used herein, the term "Confidential Information" means proprietary business, financial and commercial information pertaining to SCE, customer names and other information related to customers, including energy usage data ("Customer Information"), any trade secrets and any other information of a similar nature, whether or not reduced to writing or other tangible form. Confidential Information shall not include: (a) information known to Aggregator prior to obtaining the same from SCE; (b) information in the public domain at the time of disclosure by Aggregator; (c) information obtained by Aggregator from a third party who did not receive the same, directly or indirectly, from SCE; or (d) information approved for release by express prior written consent of an authorized representative of SCE.

B. Use of Confidential Information. Aggregator hereby agrees that it shall use the Confidential Information solely for the purpose of performing under this Agreement. Aggregator agrees to use at least the same degree of care Aggregator uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information.

C. Authorized Disclosure. Notwithstanding any other provisions of this Section XI, Aggregator may disclose any of the Confidential Information in the event, but only to the extent, that, based upon advice of counsel, Aggregator is required to do so by the disclosure requirements of any law, rule, regulation or any order, decree, subpoena or ruling or other similar process of any court, governmental agency or regulatory authority. Prior to making or permitting any such disclosure, Aggregator shall provide SCE with prompt written notice of any such requirement so that SCE (with Aggregator's assistance if requested by SCE) may seek a protective order or other appropriate remedy.

D. Term. The confidentiality provisions set forth in this Section XI shall remain in full force and effect with respect to any Confidential Information until the date that is five (5) years after the date of SCE's disclosure of such Confidential Information to Aggregator pursuant to this Agreement; provided, further, that such confidentiality provisions shall remain in full force and effect with respect to any Customer Information in perpetuity.

E. Remedies. The Parties acknowledge that the Confidential Information is valuable and unique, and that damages would be an inadequate remedy for breach of this Section XI and the obligations of Aggregator are specifically enforceable. Accordingly, the Parties agree that in the event of a breach or threatened breach of this Section XI by Aggregator, SCE shall be entitled to seek an injunction preventing such breach, without the necessity of proving damages or posting any bond. Any such relief shall be in addition to, and not in lieu of, monetary damages or any other legal or equitable remedy available to SCE.

XII. MISCELLANEOUS

A. Assignment. This Agreement, and the rights and obligations granted and/or obtained by Aggregator hereunder, shall not be further transferred or assigned by Aggregator without the prior written consent of SCE. Any assignment in violation of this section shall be void.

B. Independent Contractor. Aggregator shall perform its obligations under this Agreement as an independent contractor, and no principal-agent or employer-employee relationship or joint venture or partnership shall be created with SCE.

C. Choice of Law. This Agreement shall be carried out and interpreted under the laws of the State of California, without regard to any conflict of law principles thereof. Except for matters and disputes with respect to which the CPUC is the proper venue for dispute resolution pursuant to applicable law or this Agreement, the federal and state courts located in Los Angeles, California shall constitute the sole proper venue for resolution of any matter or dispute hereunder. The Parties submit to the exclusive jurisdiction of such courts with respect to such matters and disputes.

D. Resolution of Disputes. Any dispute arising between the Parties relating to the interpretation of this Agreement or to the performance of a Party's obligations hereunder shall be reduced to writing and referred to the Parties' designated representative for resolution. The Parties shall be required to meet and confer in an effort to resolve any such dispute. Any dispute or need for interpretation arising out of this Agreement which cannot be resolved after discussion between the Parties shall be submitted to the CPUC for resolution.

E. Waiver. Any failure or delay by either Party to exercise any right, in whole or part, hereunder shall not be construed as a waiver of the right to exercise the same, or any other right, at any time thereafter.

F. Governmental Actions. This Agreement shall be subject to the continuing jurisdiction of the CPUC and all orders, rules, regulations, decision or actions of any governmental entity (including a court) having jurisdiction over SCE or this Agreement. The Agreement is subject to such changes or modifications by the CPUC as it may direct from time to time in the exercise of its jurisdiction.

G. Entire Agreement; Amendments. This Agreement, including the Attachments listed below, sets forth the entire understanding of the Parties as to the subject matter hereof, and supersedes any prior discussions, offerings, representations or understanding (whether written or oral), and shall only be superseded by an instrument in writing executed by both Parties. This Agreement shall not be modified by course of performance, course of conduct or usage of trade.

Attachment A: Schedule TOU-BIP

Attachment B: Notice by Aggregator to Establish or Revise an Aggregated Group

Attachment C: Customer Authorization for Release of Information

Attachment D: Additional Terms and Conditions of Aggregators' Participation in TOU-BIP

Attachment E: Amendment to Time-of-Use Base Interruptible Program Aggregator Agreement

H. Survival. Notwithstanding the expiration or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement which, by their nature, survive completion or termination. Such provision shall include, without limitation, Sections IX and XI.

I. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Headings. The headings contained in this Agreement are solely for the convenience of the Parties and shall not be used or relied upon in any manner in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of SCE and Aggregator have executed this Agreement as of the Effective Date.

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

AGGREGATOR:

By: _____
Signature: _____
Name: _____
Title: _____

By: _____
Signature: _____
Name: _____
Title: _____

ATTACHMENT A
[SCHEDULE TOU-BIP](#)

ATTACHMENT B

NOTICE BY AGGREGATOR TO ESTABLISH OR REVISE AN AGGREGATED GROUP

ATTACHMENT B

Notice by Aggregator to Establish or Revise or Terminate an Aggregated Group

Instructions: Aggregators, use this form to officially notify Southern California Edison Company (SCE) of your intent to (i) establish an Aggregated Group, or (ii) to revise an established Aggregated Group or (iii) terminate an established Aggregated Group. **Once an Aggregated Group is established, you can only add or delete customer service accounts during the annual window from November 1 to December 1.** Send the completed notice to the SCE Tariff Programs and Services Department by U.S. mail or by facsimile or email. However, the original must be mailed as soon as possible if the notice was faxed or emailed.

Fax to: Tariff Programs and Services
Attn: TOU-BIP Manager
626-633-3460

Mail signed original to: Tariff Programs and Services
Attn: TOU-BIP Manager
Southern California Edison Company
P.O. Box 800
Rosemead, CA 91770

E-mail: BIP@sce.com

Section 1:

Aggregator Name: _____

Aggregator submits this form to (check one):

- Establish an Aggregated Group. Complete the steps set forth in Section 2 below.
- Revise an existing Aggregated Group. Complete the steps set forth in Section 3 below.
- Terminate SCE Aggregated Group Code(s): _____.

Section 2: Establishing an Aggregated Group.

1. List all customer service accounts to be included in the Aggregated Group on the attached **Table 1**.
2. Submit signed Customer Declarations from each customer with service accounts in the Aggregated Group.
3. Complete Attachment D.

Section 3: Revising an Existing Aggregated Group.

SCE Aggregated Group Code: _____

1. List all customer service accounts to be included in the Aggregated Group (as revised) on the attached **Table 1**.
2. Indicate whether any service accounts are newly added to the Aggregated Group (as revised), and submit a signed Customer Declaration(s) for such accounts. *All customer service accounts that were previously included in the Aggregated Group but are not listed on Table 1 for inclusion in the Aggregated Group (as revised) shall automatically be deleted from the Aggregated Group as of the effective revision date.*
3. Complete Attachment D.

Revisions and Terminations may only become effective during the annual window from November 1 to December 1.

Aggregator's Authorized Representative: _____

Signature: _____

Date signed: _____

TABLE 1

List of All Customer Service Accounts to be Included in the Aggregated Group

Aggregator Name: _____ SCE's Assigned Aggregated Group Code:
 _____ All customer service accounts in an Aggregated Group must be either Bundled,
 Direct Access (DA), or Community Choice Aggregation (CCA). Indicate whether the Aggregated Group consists of
 Bundled, DA or CCA accounts: _____.

List **all** customer service accounts to be included in the Aggregated Group below:

No.	SCE Service Account Number	Customer Name	Service Address, City, Zip	Adding to Aggregated Group? If yes, attach signed Customer Declaration
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Add pages as needed

ATTACHMENT C

[CUSTOMER AUTHORIZATION FOR RELEASE OF INFORMATION](#)

ATTACHMENT D

ADDITIONAL TERMS AND CONDITIONS OF AGGREGATOR'S PARTICIPATION IN TOU-BIP

ATTACHMENT D

ADDITIONAL TERMS AND CONDITIONS OF AGGREGATOR'S PARTICIPATION IN TOU-BIP

Aggregator Name: _____ Aggregated Group Code: _____

1. AGGREGATOR SHALL:

1.1 Participate in SCE's Time-of-Use Base Interruptible Program (TOU-BIP) as follows:

a. Participation Option:

- A (15 Minute); or
- B (30 Minute).

b. Firm Service Level for Aggregated Group: _____ kW (FSL)

c. Estimated Maximum Demand of Aggregated Group: _____ kW (Max Dem)

d. Interruptible Load of Aggregated Group: _____ kW (Max Dem minus FSL)

e. Service Voltage Level for Aggregated Group (all service accounts in the Aggregated Group must be the same Service Voltage Level. Select only one):

- below 2 KV
- 2 to 50 KV
- above 50 KV

1.2 Pay any telephone company charges associated with the communication service utilized by SCE in implementing a Period of Interruption as defined in the above-referenced Schedule.

1.3 Provide private, unlisted telephone lines dedicated solely for notification of a Period of Interruption.

1.4 Allow SCE to install, within a reasonable time after Aggregator has complied with Section 1.3, any necessary equipment (RTU) to notify Aggregator in the event a Notice of Interruption is given by SCE. Aggregator understands that SCE will provide required maintenance and repair of any necessary SCE equipment. SCE will install RTU at (provide location address):

1.5 Comply with Section 1.3, within 30 days of the Effective Date of this Agreement.

1.6 Pay charges for any necessary telephone service.

a. Not interfere or tamper with the automatic notification equipment.

2. AGGREGATOR DECLARES:

- 2.1 Aggregator does not have, and will not obtain, any insurance for the purpose of the insurance paying non-compliance penalties for willful failure of Aggregator to comply with requests for interruptible load.
- 2.2 Aggregator acknowledges that SCE has the right to verify any supporting documentation and statements Aggregator has made in support of this declaration.
- 2.3 Aggregator acknowledges that in addition to Aggregator being subject to applicable Excess Energy Charges, SCE has the right to terminate service under Schedule TOU-BIP and require Aggregator to pay back the payments received by Aggregator for the period covered by the insurance or for the entire period Aggregator participated in TOU-BIP if SCE cannot determine the period covered by the insurance.

SCE:
SOUTHERN CALIFORNIA EDISON COMPANY

AGGREGATOR:

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

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

ATTACHMENT E
AMENDMENT TO THE TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR
AGREEMENT

ATTACHMENT E
**AMENDMENT TO TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR
AGREEMENT**

This Amendment to the TIME-OF-USE BASE INTERRUPTIBLE PROGRAM AGGREGATOR AGREEMENT (the Agreement) is entered into between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") and _____ ("Aggregator").

SCE and Aggregator entered into the Agreement, effective _____, in which Aggregator agreed to participate in SCE's Time-of-Use Base Interruptible Program (TOU-BIP). Aggregator requests that the following changes to its participation in TOU-BIP, which may only become effective during the annual window from November 1 to December 1 (*check appropriate box(es) and provide requested information*):

SCE Aggregated Group Code: _____

- Participation Option [A (15 Minute) or B (30 Minute)]: From _____ To _____
- Firm Service Level for Aggregated Group: From _____ To _____
- Estimated Maximum Demand of Aggregated Group: From _____ To _____
- Interruptible Load of Aggregated Group: _____ kW
- Voltage Level for Aggregated Group: From _____ To _____
- Revise the Aggregated Group in accordance with the completed Notice by Aggregator to Establish or Revise an Aggregated Group, dated _____, 20____, and attached hereto [ATTACH COMPLETED NOTICE].

Except as modified and amended herein, all other terms and conditions the Agreement shall remain in full force and effect.

This Amendment shall be effective as of this ____ day of _____.

SOUTHERN CALIFORNIA EDISON COMPANY:

AGGREGATOR:

By _____
Vice President

By: _____

Title: _____

Date: _____

Date: _____