

Capacity Bidding Program Participating Agreement

This Agreement ("Agreement") is made and entered into by and between Southern California Edison Company ("SCE"), a corporation organized and existing under the laws of the State of California, and _____ ("Participant"), an SCE customer with only one service account participating in SCE's Capacity Bidding Program. SCE and Participant may sometimes be referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, the California Public Utilities Commission ("CPUC") has authorized the Capacity Bidding Program ("CBP"), a capacity bidding program with Day-Of and Day-Ahead options as set forth in SCE's Schedule CBP ("Schedule CBP"), which is attached hereto as **Attachment A** and incorporated herein by this reference, whereby SCE pays eligible participants and aggregators for participating in Schedule CBP; and (T)

WHEREAS, Participant elects to receive service under the provisions of Schedule CBP and all applicable tariff rules, which are subject to Commission modifications from time to time. (T)

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

1. Until termination of this Agreement, Participant shall receive service in accordance with Schedule CBP and the Participant's Otherwise Applicable Tariff (OAT), as filed with the CPUC, and as such schedules now exist or may hereafter be amended or superseded. CPUC approved modifications made to Schedule CBP and/or this Agreement does not in itself constitute termination of this Agreement, rather this Agreement will continue in full force, or unless and until SCE or Participant terminates this Agreement.
2. Schedule CBP is in effect until terminated by the CPUC. SCE may terminate this Agreement upon fifteen (15) days written notice to Participant if the CPUC orders the termination of this Agreement or Schedule CBP.
3. Participant understands that Schedule CBP is a voluntary program whereby Participant is eligible to receive payments for scheduling Capacity Nominations during an operating month and for actual reduced capacity and energy during a CBP Event or Test Event. Participant understands that Participant is subject to penalties for non-performance under Schedule CBP.
4. SCE reserves the right to notify Participant to confirm its Capacity Nomination, correct Capacity Nomination errors, as well as the right to remove Participant from Schedule CBP if Participant is non-compliant with any applicable provision of Schedule CBP or any of the terms and conditions of this Agreement.
5. Participant's service under Schedule CBP will be in accordance with SCE's Rule 12. Subject to the minimum participation requirements in accordance with Rule 12, Participant may terminate this Agreement upon thirty (30) days written notice to SCE. Termination of this Agreement will become effective with the first regular billing cycle following the 30-day notice period. SCE may terminate this Agreement upon 30 days written notice to Participant.

6. A Direct Access (DA) and Community Choice Aggregation (CCA) Participant shall be solely responsible for having an arrangement with its Energy Service Provider and/or Scheduling Coordinator for the purposes of ensuring that SCE's Scheduling Coordinator receives a delivery in the congestion zone in which the customer is located of an amount of energy that is equal to the amount of load dropped by such Participant during a CBP event. The trade shall be scheduled as a Scheduling Coordinator to Scheduling Coordinator (SC-to-SC) transfer to the congestion zone in which the DA or CCA Participant is located. A DA or CCA Participant shall not be entitled to any capacity or energy payments from SCE for any load reductions during a CBP event unless SCE receives a trade for such load reductions during the CBP event. SCE shall not be responsible for enforcing requirements applicable to the performance of the Scheduling Coordinators. DA and CCA Participants agree to follow the SC-to-SC transfer protocol in **Attachment C** hereto.
7. Subject to the minimum time requirements of Rule 12 for participating on Schedule CBP, a Participant may elect to terminate their service under Schedule CBP and this Agreement upon thirty (30) days written notice to SCE, and subsequently have their service account(s) included in an Aggregator's group. Upon Participant's termination of service under Schedule CBP and this Agreement, the term "Participant" is no longer applicable. Such customer will be solely responsible for having the appropriate contractual or other arrangements with the Aggregator, who is served under Schedule CBP, not the customer. SCE is not responsible for monitoring, auditing, reviewing or enforcing any such arrangements. Customer understands that Aggregators are subject to the terms and conditions of Schedule CBP. Customer understands and acknowledges that SCE has no obligations to a customer who elects to work through an Aggregator, as such Aggregator receives service under Schedule CBP. Customers of an Aggregator must look to the Aggregator to carry out the responsibilities associated with the Aggregator's participation under Schedule CBP.
8. SCE shall not be liable to Participant for any damages caused by SCE's conduct in compliance with, or as permitted by, Schedule CBP or other CPUC approved tariffs, this Agreement and associated legal and regulatory requirements related to SCE's CBP. SCE shall not be liable for any damages caused by Participant's failure to comply with SCE's tariffs, this Agreement and associated legal and regulatory requirements.
9. Participant shall not assign this Agreement without prior written consent of SCE.
10. This Agreement shall at all times be subject to the changes or modifications by the CPUC as the CPUC may, from time to time, direct in the exercise of its jurisdiction.
11. The CPUC shall have initial jurisdiction to interpret, add, delete or modify any provision of Schedule CBP or this Agreement, and to resolve disputes regarding SCE's performance of its obligations under Schedule CBP or other tariffs, or this Agreement.
12. Notwithstanding any other provisions of this Agreement, SCE shall have the right to unilaterally file with the CPUC, pursuant to CPUC rules and regulations, an advice letter or application for a change in rates, charges, classification, or service, or any rule, regulation, or contract relating thereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents to be effective on the date of SCE's signature below, provided all necessary interval metering equipment is installed and has been operational for a minimum of ten (10) days.

Participant _____ Southern California Edison Company

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

The following attachments are attached hereto and incorporated by reference:

Attachment A: Schedule CBP

Attachment B: Participant Contact Information

Attachment C: SC-to-SC Transfer Protocol

**ATTACHMENT A
SCHEDULE CBP**

ATTACHMENT B
Participant Contact Information

Primary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Secondary Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

Additional Contact:

Name: _____
Title: _____
Mailing Address: _____

Telephone Number: _____
Pager Number: _____
Email Address: _____

ATTACHMENT C
SC-to-SC Transfer Protocol

Five calendar days prior to the beginning of each month, Participant shall provide to SCE or its authorized agent monthly nominations of demand response broken down by Product Type and by Load Zone (*i.e.*, SCE1, as currently established by the CAISO) to be made available under this Agreement.

For the Day-Ahead option, SCE or its authorized agent shall notify Participant by 1500 hours if a dispatch of any Product is required the next business day. SCE's notification shall specify the MW amount of each Product in each hour and by load zone. Such schedules shall be for contiguous hours only. Each business day following an SCE notification, Participant shall perform an "SC-to-SC" trade to SCE or its authorized agent at least 1-1/2 hours in advance of the CAISO Hour-Ahead scheduling time-line equivalent to the demand reduction set forth in SCE's notification for that hour. (T)

For the Day-Of option, SCE or its authorized agent shall notify Aggregator at least ½ hour before the CAISO Hour-Ahead scheduling time-line if a dispatch of any Product is required for that business day. SCE's notification shall specify the MW amount for each Product for each hour by load zone. Such schedules shall be for contiguous hours only. Participant shall perform an "SC-to-SC" trade to SCE or its authorized agent at least 15 minutes in advance of the CAISO Hour-Ahead scheduling time-line equivalent to the demand reduction set forth in SCE's notification for that hour. (N)

Market Redesign and Technology Upgrade (MRTU)

The foregoing protocols are intended for implementation under the current CAISO electric market structure. At this time, the precise treatment of Demand Response by the CAISO under MRTU is uncertain. SCE reserves the right to modify this protocol so that utilization of the Products can be consistent with MRTU requirements.