

PUBLIC UTILITIES COMMISSION

SAN FRANCISCO, CA 94102-3298



July 26, 2010

Advice Letters 2456-E and 2456-E-A

Akbar Jazayeri
Vice President, Regulatory Operations
Southern California Edison Company
P O Box 800
Rosemead, CA 91770

Subject: SCE Company's 2010-2012 On-Bill Financing Program and Supplemental Filing

Dear Mr. Jazayeri:

Advice Letters 2456-E and 2456-E-A are effective July 8, 2010.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie A. Fitch".

Julie A. Fitch, Director
Energy Division

June 29, 2010

ADVICE 2456-E-A
(U 338-E)

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA
ENERGY DIVISION

SUBJECT: Supplemental Filing for 2010-2012 On-Bill Financing Program

In compliance with California Public Utilities Commission (Commission) Decision (D.) 09-09-047, Southern California Edison Company (SCE) hereby submits for filing the proposed tariff schedules listed in Attachment A and attached hereto.

PURPOSE

Pursuant to D.09-09-047, this advice filing establishes SCE's Schedule OBF-2 and On-Bill Financing Agreement (Form 14-792).

BACKGROUND

In D.09-09-047, issued September 24, 2009, the Commission adopted the investor owned utilities' (IOUs') 2010-2012 energy efficiency program plans, effective January 1, 2010. Among other things, D.09-09-047 approved SCE's On-Bill Financing (OBF) sub-program of its Financial Solutions Element, with specified modifications¹. Specifically, Ordering Paragraph 40 of D.09-09-047 directs the following:

The proposed energy efficiency financing programs of Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SCG), are approved with the following modifications:

- Each loan pool will be a revolving fund, applying loan repayment to make additional loans in the future.

¹ SCE's original 2006-2008 On-Bill Financing Pilot Program (Schedule OBF) was authorized by D.05-09-043. This offering was available to eligible customers through December 2008.

- SCE should adjust its commercial loan cap to match the \$100,000 level of the other utilities.
- Commercial loans may have their terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of efficiency measures proposed, when credit and risk factors support this.
- SCE shall extend the institutional loan term to 10 years or the EUL, whichever is less, to match the terms of PG&E and SCG.
- PG&E, SCE, SDG&E, and SCG may exceed the individual loan cap for institutional customers up to a total of \$1 million per facility, for unique opportunities to capture large savings, and when all other terms will be met.
- PG&E shall increase its target lending pool to \$18.5 million, equivalent to the combined targets for SCE and SCG, and do so by transferring financing program budget funds otherwise proposed for taxes and billing system modifications for on-bill repayments.
- PG&E's request for \$7 million for front end state taxes on the loan pool is disallowed.
- PG&E, SCE, SDG&E, and SCG should not file any advice letters for additional financing mechanisms beyond On-Bill Financing until Energy Division publishes a report on energy efficiency financing.

The information herein and attached hereto comports with all applicable Commission directives, as referenced above, regarding SCE's OBF sub-program, including specified loan caps and terms, and the revolving nature of the loan fund during 2010-2012. SCE also provides additional program design elements.

Additionally, D.09-09-047, at page 288, authorizes the IOUs to remove OBF loan pool funds from portfolio cost-effectiveness calculations, but further directs the IOUs to include any loan default amounts as a program expense. Per this directive, SCE excluded the 2010-2012 OBF loan pool of \$16.0 million from its initial portfolio cost-effectiveness calculations, as noted in its 2010-2012 Compliance Advice Letter, filed November 23, 2009². During implementation of the 2010-2012 OBF Program, SCE will track all loan defaults, and will record such defaults as a program expense. Any such defaults will be included in SCE's portfolio cost-effectiveness calculations on a going

² SCE filed its 2010-2012 Compliance Filing Advice Letter 2410-E on November 23, 2009. The tables indicating removal of the loan pool as a program expense in SCE's cost-effectiveness calculations were filed as substitute sheets to Advice Letter 2410-E on November 25, 2009. See Appendix D of Advice Letter 2410-E, SCE Compliance Tables, Tables 1.7, 1.7A, 1.8, 1.8A, which footnote the removal of the \$16.0 million OBF loan pool from SCE's portfolio cost-effectiveness calculations.

forward basis.

Per authority granted in D.09-09-047, SCE's OBF loan pool will be \$16.0 million, and will be funded by 2010-2012 energy efficiency ratepayer funds. This loan pool will be a revolving fund; as 2010-2012 loan repayments are made, these funds will be made available for additional loans through the 2010-2012 cycle.

SCE has also proposed to establish an On-Bill Financing Balancing Account (OBFBA) to track the authorized 2010-2012 OBF loan pool.³ This account is intended to track all 2010-2012 OBF loans and loan repayments. All other OBF Program expenses outside of the loan pool (e.g., administrative costs, marketing costs, etc.) will be tracked separately in SCE's Procurement Energy Efficiency Balancing Account (PEEBA).

On March 25, 2010 SCE filed Advice 2456-E, Establishing Schedule On-Bill-Financing (OBF-2), and its associated contract On-Bill-Financing Agreement (Form 14-792). On April 12, 2010, SCE submitted substitute sheets to this filing to replace the correct version of Form 14-792.

On June 23, 2010, subsequent to reviewing the filing with SCE, the Energy Division advised SCE to file a supplemental advice letter to incorporate specified changes requested by the Energy Division and agreed to by SCE.

SUPPLEMENTAL PROPOSED CHANGES TO ADVICE 2456-E

SCE supplements, in part, Advice 2456-E to address Energy Division's requests to (1) provide additional explanation regarding how SCE and SCG will coordinate implementation of their OBF programs, given their overlapping service territories, (2) revise the tariff sheets previously submitted with Advice 2456-E to make the program available to Level Pay Plan (LPP) and Electronic Data Exchange (EDI) customers, and (3) make a minor correction to the Loan Agreement. Additionally, this Advice Letter Supplement revises Schedule OBF-2 to allow more than one loan per customer. The proposed revised tariff schedule is listed in Attachment A and attached hereto.

1) SCE and SCG are continuing to develop plans to coordinate OBF loans for joint customers and to make the OBF process as seamless as possible.⁴ SCE and SCG have been meeting to create and implement a coordinated process to streamline OBF applications for these shared customers. SCE expects that a process will be developed by January 1, 2011, after program launch and implementation of SCE's OBF program.

³ In response to discussions with the Energy Division, on March 8, 2010, SCE filed substitute sheets for its Preliminary Statements related to the OBFBA and PEEBA for 2010-2012. These were intended to replace the original Preliminary Statements for the OBFBA and PEEBA filed on November 23, 2009, as part of SCE's 2010-2012 Compliance Advice Letter 2410-E.

⁴ See SCG Advice Letter 4035-G, and subsequent filings.

2) SCE's LPP and EDI customers will be eligible for the OBF Program. In the case of both programs, SCE faces the challenge that its billing system currently does not allow an OBF line-item to appear on a customer's billing statement if the customer is enrolled in the LPP or EDI. SCE is working to upgrade its billing system to allow an OBF line-item to appear on LPP- and EDI- enrolled customers' billing statements. Completion of the enhancements could occur up to June 30, 2011. In the interim, current LPP and EDI customers will be eligible to apply for OBF funding. If they are approved for an OBF loan during this interim period, SCE will implement a manual work-around that will require the LPP and EDI customers to temporarily suspend their enrollment in those respective programs until completion of the future system enhancements which will allow them to participate in both OBF and the LPP or EDI programs.

3) On Page 2 of the Form 14-792 (On Bill Financing Agreement) a correction has been made to replace "EE OBF Installment Charge" with "EE/OBF Installment Charge."

4) On sheet 1 of Schedule OBF-2, SCE removed the statement "Only one OBF-2 program loan is permitted per service account." SCE did so in order to best meet customer needs, by allowing more than one loan per service account up to the \$250,000/\$100,000 per service account cap. Potential loans of up to \$1 million per facility may be issued for unique opportunities to capture large savings, subject to additional project criteria as deemed appropriate by SCE.

TIER DESIGNATION

Pursuant to General Order (GO) 96-B, Energy Industry Rule 5.1, this advice letter is submitted with a Tier 1 designation.

EFFECTIVE DATE

This advice filing will become effective on the same day filed, June 29, 2010, (pending Energy Division approval).

NOTICE

Anyone wishing to protest this advice filing may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received no later than 5 days after the date of this advice filing. Protests should be mailed to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Avenue
San Francisco, California 94102
E-mail: inj@cpuc.ca.gov and mas@cpuc.ca.gov

Copies should also be mailed to the attention of the Director, Energy Division, Room 4004 (same address above).

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 929-5540
E-mail: Karyn.Gansecki@sce.com

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of General Order No. (GO) 96-B, SCE is serving copies of this advice filing to the interested parties shown on the attached GO 96-B service list and A.08-07-021 et al. Address change requests to the GO 96-B service list should be directed by electronic mail to AdviceTariffManager@sce.com or at (626) 302-4039. For changes to all other service lists, please contact the Commission's Process Office at (415) 703-2021 or by electronic mail at Process_Office@cpuc.ca.gov.

Further, in accordance with PU Code § 491, notice to the public is hereby given by filing and keeping the advice filing at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/AboutSCE/Regulatory/adviceletters>.

For questions, please contact Alyssa Cherry at (626) 633-3129 or by electronic mail at Alyssa.Cherry@sce.com.

Southern California Edison Company

Akbar Jazayeri

AJ:ac:jm
Enclosures

CALIFORNIA PUBLIC UTILITIES COMMISSION

ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC GAS
 PLC HEAT WATER

Contact Person: James Yee

Phone #: (626) 302-2509

E-mail: James.Yee@sce.com

E-mail Disposition Notice to: AdviceTariffManager@sce.com

EXPLANATION OF UTILITY TYPE

ELC = Electric GAS = Gas
 PLC = Pipeline HEAT = Heat WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 2456-E-A Tier Designation: 1

Subject of AL: Supplemental Filing for 2010-2012 On-Bill Financing Program

Keywords (choose from CPUC listing): Compliance

AL filing type: Monthly Quarterly Annual One-Time Other

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

D.09-09-047

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: _____

Summarize differences between the AL and the prior withdrawn or rejected AL¹: _____

Confidential treatment requested? Yes No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information:

Resolution Required? Yes No

Requested effective date: 6/29/10 No. of tariff sheets: -6-

Estimated system annual revenue effect: (%): _____

Estimated system average rate effect (%): _____

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: Schedule OBF-2, Form 14-792, and Table of Contents

Service affected and changes proposed¹: _____

Pending advice letters that revise the same tariff sheets: None

¹ Discuss in AL if more space is needed.

Protests and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

CPUC, Energy Division
Attention: Tariff Unit
505 Van Ness Ave.,
San Francisco, CA 94102
inj@cpuc.ca.gov and mas@cpuc.ca.gov

Akbar Jazayeri
Vice President of Regulatory Operations
Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Facsimile: (626) 302-4829
E-mail: AdviceTariffManager@sce.com

Bruce Foster
Senior Vice President, Regulatory Affairs
c/o Karyn Gansecki
Southern California Edison Company
601 Van Ness Avenue, Suite 2040
San Francisco, California 94102
Facsimile: (415) 929-5540
E-mail: Karyn.Gansecki@sce.com

Cal. P.U.C. Sheet No.	Title of Sheet	Cancelling Cal. P.U.C. Sheet No.
Original 46827-E* Original 46828-E	Schedule OBF-2 Schedule OBF-2	
Original 46829-E	Form 14-792	
Original 46833-E	Form 14-905	
Revised 46830-E Revised 46831-E Revised 46832-E*	Table of Contents Table of Contents Table of Contents	Revised 47117-E Revised 46913-E Revised 45890-E



Schedule OBF-2
ON-BILL FINANCING PROGRAM

Sheet 1

APPLICABILITY

This Schedule is applicable to eligible Bundled Service, Community Choice Aggregation Service, and Direct Access Customers receiving service under a General Service, Streetlighting or Agricultural and Pumping rate schedule. Schedule OBF-2 is an On-Bill Financing (OBF-2) loan program that provides zero percent interest financing to qualified customers towards the purchase and installation of new energy efficient equipment at the customer's facility. Qualified customers are those customers who meet specified credit criteria and comply with OBF-2 program requirements in accordance with this Schedule and applicable OBF-2 loan agreement. The OBF-2 program will have an initial loan pool of \$16.0 million that will be offered during 2010 through 2012. This will be a revolving fund; as 2010-2012 loan repayments are made, these funds will be made available for additional loans through the 2010-2012 cycle.

TERRITORY

Within the entire territory served by SCE.

RATES

All charges and provisions of the customer's otherwise applicable tariffs shall apply. In addition, a fixed monthly loan payment amount due, which is approximately equal to the average estimated amount of the monthly energy savings which result from the newly installed energy efficient equipment, will appear as a line item on the customer's bill.

SPECIAL CONDITIONS

1. Loan Agreement. The customer must sign an On-Bill Financing Program Loan Agreement, Form 14-792, or On-Bill Financing Agreement Third-Party Implemented Projects Form 14-905, which specifies all loan repayment obligations and other applicable program requirements.
2. Incentive Application. The customer or third party implementer must submit an Integrated Demand Side Management Application or other required information for the energy efficiency project, as applicable to the program. OBF-2 funding will only be available for those energy efficiency projects for which incentives and rebates are approved for applicable utility energy efficiency programs.
3. Credit Requirements. Customer must have good credit standing as determined by SCE.

(Continued)

(To be inserted by utility)
Advice 2456-E-A
Decision 09-09-047

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 29, 2010
Effective Jul 8, 2010
Resolution _____

Schedule OBF-2
ON-BILL FINANCING PROGRAM

Sheet 2

(Continued)

SPECIAL CONDITIONS (Continued)

4. Loan Parameters.

- a. Loan Amount: Commercial loan amounts will be from \$5,000 to \$100,000. Government and institutional loan amounts will be from \$5,000 to \$250,000, with potential loans of up to \$1 million per facility for unique opportunities to capture large savings, subject to additional project criteria as deemed appropriate by SCE.
- b. Interest Rate and Fees: Loans will be offered at a 0% annual percentage rate (APR) and no fees will be charged.
- c. Loan Term: Commercial loan terms will be up to five years or the expected useful life of the bundle of efficiency measures proposed, when credit and risk factors support this. Government and institutional loan terms will be up to 10 years, or the expected useful life of the bundle of efficiency measures proposed, whichever is less.

5. Billing And Collection

- a. General Loan Obligation: Customers are responsible for repaying all loan obligations in accordance with the terms and conditions of the On-Bill Financing Program Loan Agreement.
- b. Monthly Payment: A fixed monthly loan payment amount due, approximately equal to the average estimated amount of the monthly energy savings which result from the newly installed energy efficient equipment, will appear as a line item on the customer's bill. The monthly payment amount will be established at the time of the On-Bill Financing Program Loan Agreement initiation.
- c. Partial Payments: In instances of customers making partial payments, the partial payment will be applied in equal proportion to the energy charges and the loan obligation, and the customer may be considered in default of both the energy bill and the loan obligation.
- d. Discontinuance: The customer's loan obligation shall be subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills.
- e. Late Payment: The customer's loan obligation will not be subject to the late payment charge provision of SCE's Rule 9, Rendering and Payment of Bills.
- f. Accelerated Payment: Payment of the loan obligation can be paid monthly or in one lump sum but otherwise accelerated payments will not be accepted

(To be inserted by utility)

Advice 2456-E-A
Decision 09-09-047

Issued by

Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 29, 2010
Effective Jul 8, 2010
Resolution _____



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 46829-E
Cal. PUC Sheet No.

Sheet 1

ON-BILL FINANCING AGREEMENT

Form 14-792

(To be inserted by utility)

Advice 2456-E-A

Decision 09-09-047

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 29, 2010

Effective Jul 8, 2010

Resolution _____

On-Bill Financing Agreement

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____ 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Energy Management Solutions Incentives Application for Business Customers on or about _____, 20__ and if applicable, the Customized Solutions Agreement (individually or collectively referred to as "EMS Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns, leases or rents the property listed in the EMS Agreement as the Site and maintains a service account with SCE for electric service. Customer has completed installation of certain energy efficient equipment ("Equipment") at the Site as set forth in the EMS Agreement and has accepted the equipment as being operational and in good working order.
3. In Decision 09-09-047, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms", below) through the Customer's SCE utility bill pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the EMS Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer's designation of a third-party payee may not be changed or revoked.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
Monthly Payment:	\$
Service Account to be Billed:	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility bill for the Service Account listed above.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill for Customer's Service Account. **Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed.** Customer's Loan Obligation will appear on Customer's monthly SCE utility bill for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill.

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

Returned Payments: SCE may require payment of a \$10.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account, and a default under this OBF Agreement will be treated as a default under the Customer's Service Account. Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the EMS Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site or the Equipment, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account, or (4) otherwise breaches this OBF Agreement and/or the EMS Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the EMS Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

Purchase Money Security Interest: Customer hereby agrees that SCE may, but is not obligated to, file a UCC-1 ("Financing Statement") against the Equipment to secure Customer's obligation to repay the Amount Financed. Customer agrees to execute any and all documents in connection with the Financing Statement in order for SCE to perfect its security interest in the Equipment. Customer agrees that SCE is not waiving any of its rights of recovery as against the Customer should SCE elect to file a Financing Statement.

Confession of Judgment: Customer irrevocably authorizes and empowers SCE and SCE's attorneys, upon breach and default by Customer as described in the preceding section, to appear in any state or federal court in Los Angeles County, California, as Customer's attorney-in-fact and confess judgment against Customer by entry of a confession of judgment pursuant to Code of Civil Procedure § 1132 et. seq., or by any other appropriate means, for the full amount due plus all costs of collection, including without limitation court costs and reasonable attorneys' fees. No single exercise of the foregoing power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as SCE may elect until all amounts owing under this OBF Agreement have been paid in full.

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the EMS Agreement run concurrently. Therefore, the OBF Agreement shall continue into effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything to the contrary in the Agreement, Customer may not assign its rights or delegate its duties under the Agreement.

Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the EMS Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the EMS Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:



Southern California Edison
Rosemead, California (U 338-E)

Original
Cancelling

Cal. PUC Sheet No. 46833-E
Cal. PUC Sheet No.

Sheet 1

On-Bill Financing Agreement
Third-Party Implemented Projects

Form 14-905

(Continued)

(To be inserted by utility)

Advice 2456-E-A

Decision 09-09-047

Issued by

Akbar Jazayeri

Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 29, 2010

Effective Jul 8, 2010

Resolution _____

On-Bill Financing Agreement Third-Party Implemented Projects

This On-Bill Financing Agreement ("OBF Agreement") is entered into on _____ 20____, (the "Effective Date") by and between the undersigned customer ("Customer") and Southern California Edison Company ("SCE") (each a "Party," collectively the "Parties").

Recitals

1. Customer and SCE entered into the Customer Agreement 2010-2012 Standard Third Party Implemented Program on or about _____, 20____ ("Third Party Agreement"), which is/are attached hereto and incorporated herein by reference.
2. Customer owns leases or rents the property listed in the Customer Information section of the Third Party Agreement ("Site") and maintains a service account with SCE for electric service. Customer has completed installation of certain energy efficient equipment ("Equipment") at the Site as set forth in the Third Party Agreement and has accepted the Equipment as being operational and in good working order.
3. In Decision 09-09-047, the California Public Utilities Commission authorized SCE to provide zero-percent interest financing for the installation of certain energy efficient equipment, which is to be repaid over a specified period through the Customer's electric utility bill ("On-Bill Financing").
4. Customer desires to enter into this OBF Agreement in order to participate in SCE's On-Bill Financing program and Customer agrees to repay SCE the Amount Financed (as defined under "Loan Terms" below) through the Customer's SCE utility bill pursuant to the terms and conditions of this OBF Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Terms and Conditions

Defined Terms: Except as the context otherwise requires, capitalized terms used in this OBF Agreement without definition shall have the same meanings as are set forth in the Third Party Agreement.

Amount Financed: Within thirty (30) days after the Effective Date, SCE will provide a payment for the Amount Financed to Customer or to a third-party payee designated by Customer under the Loan Terms, below. Customer's designation of a third-party payee may not be changed or revoked.

Loan Terms:

Amount Financed ("Amount Financed") :	\$ _____ .00
Interest Rate:	0%
Fees:	0
Months to Pay:	
Monthly Payment:	\$
Service Account to be Billed:	
Designated Third-Party Payee (if any):	
Address of Designated Third-Party Payee:	

Promise to Pay: Customer promises to pay SCE the Amount Financed in equal monthly installments as set forth in the section above (Customer's "Loan Obligation"). The first Monthly Payment of Customer's Loan Obligation will appear within sixty (60) days from the Effective Date on Customer's SCE utility bill for the Service Account listed above.

Manner of Payment: Customer's Monthly Payment amount will appear as a line item labeled "EE/OBF Installment Charge" on the monthly SCE utility bill for Customer's Service Account. Customer may pay the Loan Obligation in the monthly installments or pre-pay the Loan Obligation in one lump sum without penalty, but pre-payments for less than the remaining balance will not be allowed. Customer's Loan Obligation will appear on Customer's monthly SCE utility bill for the number of months set forth above, or until the Loan Obligation is paid in full by Customer, whichever occurs first. Customer shall make payments to SCE as directed in the SCE utility bill.

Partial Payments: If Customer is unable to make a full payment of the Loan Obligation in any given month, payment arrangements may be made at SCE's sole discretion. Any partial payments will be applied in equal proportion to the energy charges and the Loan Obligation, and Customer will be considered to be delinquent and in default of both the energy bill and the Loan Obligation.

Late Payments: No late payment charges or interest will be assessed for delinquent payments on the Loan Obligation. However, SCE may assess late payment charges for delinquent payments of energy charges pursuant to SCE's Rule 9 which is incorporated herein by reference.

Returned Payments: SCE may require payment of a \$10.00 Returned Check Charge for any check returned from Customer's financial institution unpaid. The Returned Check Charge will also apply to any forms of payment that are subsequently dishonored.

Discontinuance of Service: Amounts due under this OBF Agreement will be amounts deemed due under each SCE utility bill to the Customer's Service Account, and a default under this OBF Agreement will be treated as a default under the Customer's Service Account. Customer's Loan Obligation is subject to the discontinuance provisions of SCE's Rule 11, Discontinuance and Restoration of Service, Section B, Nonpayment of Bills or Summary Bills which is incorporated herein by reference.

Breach and Acceleration: Any breach by Customer under the Third Party Agreement or this OBF Agreement shall constitute a breach under all of the above referenced agreements. For purposes herein, SCE may determine the OBF Agreement to be breached and Customer to be in default if Customer: (1) sells, assigns or otherwise transfers ownership, possession or title of the Site or the Equipment, (2) fails to pay the Monthly Payment amount when due, (3) closes, discontinues or otherwise causes the termination of the Service Account, or (4) otherwise breaches this OBF Agreement and/or the Third Party Agreement, and the breach is not cured as specified therein. Notwithstanding anything to the contrary in the Third Party Agreement, a breach and default as set forth in this section shall not be subject to any additional cure period. Following a breach as set forth in this section, SCE shall have the right to declare the entire unpaid balance of the Loan Obligation immediately due and payable.

Purchase Money Security Interest: Customer hereby agrees that SCE may, but is not obligated to, file a UCC-1 ("Financing Statement") against the Equipment to secure Customer's obligation to repay the Amount Financed. Customer agrees to execute any and all documents in connection with the Financing Statement in order for SCE to perfect its security interest in the Equipment. Customer agrees that SCE is not waiving any of its rights of recovery as against the Customer should SCE elect to file a Financing Statement.

Confession of Judgment: Customer irrevocably authorizes and empowers SCE and SCE's attorneys, upon breach and default by Customer as described in the preceding section, to appear in any state or federal court in Los Angeles County, California, as Customer's attorney-in-fact and confess judgment against Customer by entry of a confession of judgment pursuant to Code of Civil Procedure § 1132 et. seq., or by any other appropriate means, for the full amount due plus all costs of collection, including without limitation court costs and reasonable attorneys' fees. No single exercise of the foregoing power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable, or void; but the power will continue undiminished and may be exercised from time to time as SCE may elect until all amounts owing under this OBF Agreement have been paid in full.

Modification: Any change to this OBF Agreement must be in writing and signed by Customer and SCE; except that during any given month, if Customer is unable to make full payment on the Loan Obligation, payment arrangements may be made at SCE's sole discretion without modifying this OBF Agreement in writing. Any written modification or amendment will not be effective unless and until signed by SCE or such condition is waived by SCE in its sole and absolute discretion.

Term and Termination: It is the Parties intent that the term of this OBF Agreement and the Third Party Agreement run concurrently. Therefore, the OBF Agreement shall continue into effect until the Loan Obligation is paid in full.

Assignment: Notwithstanding anything to the contrary in the Agreement, Customer may not assign its rights or delegate its duties under the Agreement.

Additional Representations: Each person signing this OBF Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this OBF Agreement on behalf of Customer, and to perform their obligations under this OBF Agreement. Customer further represents and warrants that if it is a legal entity, it is in good standing in its state of formation.

Miscellaneous: Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the Third Party Agreement shall remain unchanged and in full force and effect. Should a conflict exist between this OBF Agreement, the Third Party Agreement and the documents incorporated by reference, this OBF Agreement shall control. This OBF Agreement shall be construed and interpreted in accordance with, and shall be governed and enforced in all respects according to, the laws of the State of California. This OBF Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. If any one or more of the provisions contained in this OBF Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then this OBF Agreement shall be construed as if such invalid, illegal or unenforceable term or provision had never been contained herein and all other provisions of this OBF Agreement shall be construed to remain fully valid, enforceable and binding on the parties. The Recitals set forth above are hereby incorporated herein by reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this OBF Agreement as of the Effective Date.

Customer:

Southern California Edison Company:

Authorized Representative:

Authorized Representative:

Title:

Title:

Signature:

Signature:

Date:

Date:

Business Address:

Business Address:

Telephone No.

Telephone No.

Fax No.

Fax No.

E-Mail Address:

E-Mail Address:



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Sheet No.

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(To be inserted by utility)
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Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)
Date Filed Jun 29, 2010
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LIST OF CONTRACTS AND DEVIATIONS	31106-31079-41515-41516-28418-45945-24944-E
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(To be inserted by utility)

Advice 2456-E-A
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Issued by

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Vice President

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Date Filed Jun 29, 2010
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(To be inserted by utility)

Advice 2456-E-A
Decision 09-09-047

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Jun 29, 2010
Effective Jul 8, 2010
Resolution _____



James W. Yee
Supervisor of Advice Letters
James.Yee@sce.com

June 30, 2010

California Public Utilities Commission
505 Van Ness Avenue, 4th Floor
San Francisco, CA 94102

Attn: Honesto Gatchalian
Energy Division

Re: Substitute Sheet for Southern California Edison
Company's Advice 2456-E-A

Dear Mr. Gatchalian:

Enclosed is an original and four copies of the substitute sheets that reflect changes made to pages 3 and 4 of Advice 2456-E-A. Page 5 is also included due to the change in pagination. A redline version of pages 3 and 4 are provided as a reference to indicate changes made to these pages.

Please include these replacement sheets (pages 3, 4, and 5) in your master file for Advice 2456-E-A and distribute the copies to the appropriate people reviewing Advice 2456-E-A.

Should you have any questions, please contact me at (626) 302-2509.

Sincerely,

James W. Yee

JWY:jm
Enclosures

cc: Don Lafrenz, Energy Division
Maria Salinas, Energy Division
Jennifer Finnigan, Energy Division
Parties on SCE's GO 96-B service list
Parties on A.08-07-021 et al



An EDISON INTERNATIONAL Company

Lisa Vellanoweth
Manager of Tariffs

February 8, 2011

California Public Utilities Commission
505 Van Ness Avenue, Room 4005
San Francisco, CA 94102

Attn: Honesto Gatchalian
Energy Division

Re: Substitute Sheets for Advice 2456-E-A

Dear Mr. Gatchalian:

Enclosed are an original and four copies of Attachment A and Substitute Sheet Numbers 46827-E,* 46832-E,* and 46833-E for Advice 2456-E-A. Pursuant to Decision (D.) 09-09-047, SCE is currently offering the On-Bill Financing Program to qualified nonresidential, governmental, and institutional customers towards the purchase and installation of new energy efficient equipment at the customer's facility. Customers are eligible for loan funding when applicable terms are met, and funding is limited to only those energy efficiency projects for which incentives and rebates are approved for applicable utility energy efficiency programs. In the design of the program, SCE's intent was to allow eligible customers participating in any of its programs - whether statewide or third party - to participate, so as not to restrict participation of eligible customers. However, the On-Bill Financing Agreement (Form 14-792) filed for the program inadvertently excludes the appropriate agreements required for third party programs, instead referencing only those incentives forms required by the statewide programs. SCE has discussed this clarification with Energy Division and wishes to formally correct this deficiency by establishing a second agreement entitled, "On-Bill Financing Agreement Third-Party Implemented Projects" Form 14-905 for those eligible customers participating in third party implemented energy efficiency programs.

In addition, SCE wishes to clarify its intent to offer the On-Bill Financing Program to all qualified nonresidential customers, including commercial, industrial, streetlighting, and agricultural customers. Based on discussions with the Energy Division, SCE believes this was the intent of D.09-09-047, and modifies language related to customer eligibility to more clearly state that all qualified nonresidential customers are eligible for On-Bill Financing. The Applicability section of Schedule OBF-2 is revised as follows:

"This Schedule is applicable to eligible Bundled Service, Community Choice Aggregation Service, and Direct Access Customers receiving service under a General Service, Streetlighting, or Agricultural and Pumping rate schedule..."

SCE notes that neither of these modifications changes the eligibility requirements of the program, but instead simply reflects the program that has been approved and is currently being implemented, in alignment with D.09-09-047 and subsequent discussions with the Energy Division.

Please include the enclosed sheets in your master Advice 2456-E. If you have any questions, please contact Betty Bell at (626) 302-4858.

Sincerely,

Lisa Vellanoweth

Enclosures
2456-ESub2.doc

* An asterisk denotes a substituted sheet.