

ATTACHMENT A

FORM OF SERVICE AGREEMENT FOR WHOLESALE DISTRIBUTION SERVICE

1. This Service Agreement, dated as of _____, is entered into, by and between Southern California Edison Company ("Distribution Provider"), and _____ ("Distribution Customer").
2. The Distribution Customer has been determined by the Distribution Provider to have a Completed Application for Distribution Service under the Tariff.
3. The Distribution Customer has provided to the Distribution Provider an Application deposit in the amount of \$ _____, in accordance with the provisions of Section 15.2 of the Tariff, if applicable.
4. Service under this Service Agreement shall commence on the later of (1) _____, or (2) for a Wholesale Distribution Load the date on which construction of any Direct Assignment Facilities and/or Distribution System Upgrades specified in Sections 7.0 and 8.0 of the attached Specifications For Wholesale Distribution Service are completed and all additional requirements are met pursuant to Section 13.5 of the Tariff, or (3) for a Resource, the date on which construction of any facilities specified in its generator interconnection agreement are completed unless operation of the Resource is expressly permitted in the generator interconnection agreement prior to the completion of any such facilities, or (4) such other date as it is permitted to become effective by the Commission. Service under this Service Agreement shall terminate on [_____] or [10 years from the date service commences for Firm Charging Distribution Service].

5. The Distribution Provider agrees to provide and the Distribution Customer agrees to take and pay for Distribution Service in accordance with the provisions of the Tariff and this Service Agreement.

6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Distribution Provider:

Southern California Edison Company

Distribution Customer:

7. The Tariff and attached Specifications For Wholesale Distribution Service are incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Distribution Provider:

By: _____
Name Title Date

Distribution Customer:

By: _____
Name Title Date

SPECIFICATIONS FOR WHOLESALE DISTRIBUTION SERVICE

1. Term of Transaction:

Service Commencement Date:

Termination Date:

2. For a Resource, a description of capacity and energy, a five year forecast of monthly Generation, and quantity of Contract Demand, if any:

3. Point of Receipt: _____

Point of Delivery: _____

Receiving Party: _____

4. Description of Wholesale Distribution Load at the Point of Delivery (including a five year forecast of monthly load requirements): _____

5. Interruptible Wholesale Distribution Load amount (summer and winter), location and conditions/limitations (five year forecast):

6. Capacity and energy to be transmitted.

6.1 For Resources:

Generation: _____

Contract Demand (if applicable): _____

6.2 For Wholesale Distribution Load, the estimated peak load for informational purposes only: _____

7. Direct Assignment Facilities: _____

8. Distribution System Upgrades required prior to the commencement of service:

9. Real Power Loss Factors: _____

10. Power Factor: The Distribution Customer is required to maintain its power factor within a range of 0.95 lagging to 0.95 leading (or, if so specified in the Service Agreement, a greater range), pursuant to Good Utility Practice. This provision recognizes that a Distribution

Customer may provide reactive power support in accordance with Section 12.10 (Self Provision of Ancillary Services), of this Tariff. _____

11. Distribution Service under this Agreement will be subject to the charges detailed below, as applicable, unless the Distribution Customer is paying for Higher-of Facilities. For Distribution Customers with Charging Capacity, the payment obligation arises after the storage Resource commences Commercial Operation.

For Distribution Service to [Wholesale Distribution Load or Charging Capacity from ISO Grid].

11.1 Monthly Customer Charge: Per the Tariff

11.2 Monthly Charge [for Wholesale Distribution Load or for Charging Capacity (if applicable)]: _____

[If Distribution Customer with Wholesale Distribution Load]

[If Charging Distribution Service customer paying Demand Charge Rate]

Monthly Charge = Contract Demand * Demand Charge Rate

Demand Charge Rate: Per the Tariff for Service Level: __ [1, 2, 3, or 4] and

Service Type: _____ [As-Available or Firm]

11.3 Facilities Charge: _____

11.3 System Impact and/or Facilities Study Charge(s) (if not otherwise set forth in Attachment I to the Tariff): _____

12. Letter of credit or alternative form of security to be provided and maintained by a Wholesale Distribution Load Distribution Customer pursuant to Sections 8 and 16.4 of the Tariff: _____

13. Operating conditions and/or limitations relating to As-Available Charging Distribution Service:

14. If a Distribution Customer has Charging Capacity and retail load at the same site, the meters shall be configured to meter the retail load separately from the Charging Capacity.