



SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

Designated Load Agreement

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LIST OF EXHIBITS

- 1 Description of Designated Load
- 2 Notices

DESIGNATED LOAD AGREEMENT

This Designated Load Agreement, together with the exhibits and attachments (collectively, the “Designated Load Agreement”) is entered into by and between Southern California Edison Company, a California corporation (“SCE”), *[Distributed Generator’s Name]*, a *[Distributed Generator’s jurisdiction of organization and type of organization]* (“Distributed Generator”) and *[Designated Load Customer’s Name]*, a *[Designated Load Customer’s jurisdiction of organization and type of organization]* (“Designated Load Customer”). SCE, Distributed Generator and Designated Load Customer are sometimes referred to herein individually as a “Party” and jointly as the “Parties.” Unless the context otherwise specifies or requires, capitalized terms in this Designated Load Agreement have the meanings set forth in Article 1.

RECITALS

- A. On *[Date]*, SCE, as part of its distribution system planning process, issued a Request for Proposals (“RFP”) for distributed generation as an alternative to traditional distribution system projects.
- B. Distributed Generator, in response to the RFP, submitted a proposal that was selected by SCE to be a qualified Distributed Generation Solution.
- C. The Distributed Generation Solution includes the Designated Load.
- D. SCE, Distributed Generator and Designated Load Customer desire to enter into this Designated Load Agreement to specify the respective rights and obligations of the Parties with respect to the Physical Load Reduction Assurance.

AGREEMENT

In consideration of the DGS Agreement and these recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including in recognition and acknowledgement that the Parties entering into this Designated Load Agreement is a material condition and inducement for SCE entering into the DGS Agreement, the Parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

- 1.1. Added Facilities Agreement or AFA – Agreement between Distributed Generator and SCE for the installation of the ARLS in the form attached to the DGS Agreement as Exhibit G.
- 1.2. Applicable Laws – All constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any

Governmental Authority that apply to either or both of the Parties, the Generating Facility or the terms of this Designated Load Agreement.

- 1.3. Arbitrator – Has the meaning set forth in Article 9.
- 1.4. Automated Load Reduction Scheme (or ALRS) – The system comprised of communication, relaying, control, and other appurtenant equipment and software, designed to operate automatically to disconnect the Designated Load and the Distributed Generation Facility from SCE’s distribution system to effectuate the Physical Load Reduction Assurance required under this Designated Load Agreement.
- 1.5. Business Day – Any day except a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday following Thanksgiving. A Business Day begins at 8:00 a.m. and end at 5:00 p.m. Prevailing Pacific Time.
- 1.6. CAISO – The California Independent System Operator Corporation or successor entity.
- 1.7. Confidential Information – All oral or written communications exchanged between the Parties on or after the Effective Date relating to the implementation of this Designated Load Agreement, and includes this Designated Load Agreement and its terms and conditions hereof. Notwithstanding the foregoing sentence, Confidential Information also includes bids and other offers made by either Party pursuant to negotiations with respect to the DGS Agreement or this Agreement before the Effective Date. Confidential Information does not include information that (i) is in the public domain as of the Effective Date or which comes into the public domain after the Effective Date from a source other than from the other Party, (ii) either Party can demonstrate in writing was already known to such Party on a non-confidential basis before the Effective Date, (iii) comes to a Party from a bona fide third-party source not under an obligation of confidentiality, and (iv) is independently developed by a Party without use of or reference to Confidential Information or information containing Confidential Information.
- 1.8. CPUC – The California Public Utilities Commission
- 1.9. DGS Payments – Payments made by SCE to Distributed Generator pursuant to the DGS Agreement.
- 1.10. Defaulting Party – Has the meaning set forth in Section 6.1.
- 1.11. Designated Load - The electrical load connected to SCE’s distribution system designated by Distributed Generator and Designated Load Customer as available to be automatically disconnected by means of the ALRS to satisfy the Physical

Load Reduction Assurance pursuant to this Designated Load Agreement, as more fully set forth in this Designated Load Agreement.

- 1.12. Designated Load Agreement – Has the meaning set forth in the Preamble.
- 1.13. Designated Load Customer – The owner of the Designated Load, as set forth in the Preamble.
- 1.14. Distributed Generation Facility – All equipment and facilities comprising Distributed Generator’s generation facility as set forth in the DGS Agreement.
- 1.15. Distributed Generation Solution (or DGS) – The installation, coordinated operation and control of the Distributed Generation Facility, Designated Load, and the ALRS.
- 1.16. DGS Agreement – The agreement between SCE and Distributed Generator dated concurrently with this Designated Load Agreement, for Distributed Generator to provide to SCE, and SCE to purchase, the Distributed Generation Solution.
- 1.17. DGS Charge – The Total Customer Advance pursuant to paragraph 1 of the AFA, and the Monthly Added Facility Charge pursuant to paragraph 2 of the AFA.
- 1.18. DGS In-Service Date – Has the meaning set forth in Section 1.33 of the DGS Agreement.
- 1.19. Distributed Generator – Has the meaning set forth in the Preamble.
- 1.20. Effective Date – Has the meaning set forth in Section 11.1.
- 1.21. Electrical Net Demand– The amount of electric energy delivered from SCE’s electric grid to supply the combined electricity demands of the Designated Load and Distributed Generation Facility, as measured by the ALRS, during Peak Hours.
- 1.22. Event of Default – Has the meaning set forth in Section 6.1.
- 1.23. Firm Service Level – [_____MW].
- 1.24. Force Majeure – means any occurrence that was not anticipated as of the Effective Date that:
 - (a) In whole or in part:
 - (i) Delays a Party’s performance under this Designated Load Agreement;
 - (ii) Causes a Party to be unable to perform its obligations; or

- (iii) Prevents a Party from complying with or satisfying the conditions of this Designated Load Agreement;
- (b) Is not within the control of that Party; and
- (c) The Party has been unable to overcome by the exercise of due diligence, including an act of God, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, sabotage, strike or labor dispute, or actions or inactions of any Governmental Authority, or curtailment or reduction in deliveries of electric energy from the Distributed Generation Facility at the direction of SCE acting in its capacity as an interconnection provider or the CAISO (except as set forth below).

Force Majeure does not include:

- (d) Reductions in generation from the Generating Facility resulting from ordinary wear and tear, deferred maintenance or operator error;
- (e) Curtailment or reduction in deliveries of electric energy from the Distributed Generation Facility at the direction of SCE acting in its capacity as an interconnection provider or the CAISO when the basis of the curtailment or reduction in deliveries ordered by SCE acting in its capacity as an interconnection provider or the CAISO is congestion arising in the ordinary course of operations of SCE's system or the CAISO-controlled grid, including congestion caused by outages or capacity reductions for maintenance, construction or repair;
- (f) Any delay by SCE in providing, or cancellation of, interconnection service, except to the extent such delay or cancellation is the result of a force majeure claimed by SCE acting in its capacity as an interconnection provider; or

(g) The lack of wind, sun or other fuel source of an inherently intermittent nature.
{SCE Comment: For intermittent Distributed Generation Facilities only.}

1.25. Governmental Authority – Means:

- (h) Any federal, state, local, municipal or other government;
- (i) Any governmental, regulatory or administrative agency, commission, or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; or

- (j) Any court or governmental tribunal.
- 1.26. Grid Operations – The organization within SCE responsible for the safe and reliable operation of SCE’s electric system with notice information as set forth in Exhibit 2.
- 1.27. kW – A kilowatt of electric energy generating capacity.
- 1.28. kWh – A kilowatt-hour of electric energy.
- 1.29. MW – Megawatt of electric energy generating capacity.
- 1.30. Non-Defaulting Party – Has the meaning set forth in Section 6.1(b).
- 1.31. Notice – Notices, requests, statements or payments provided in accordance with Section 11.3 and Exhibit 2.
- 1.32. Peak Hours. *[Months from ____ to ____ during the hours of ____ through ____]*
- {SCE Comment: Historical peak hours of SCE’s distribution circuit during certain months identified and set forth in the RFP.}*
- 1.33. Physical Load Reduction Assurance – The rights and obligations of the Parties, including access to the Site, that will enable the disconnection of the Designated Load and the Distributed Generation Facility from SCE’s distribution system, by means of the Automated Load Reduction Scheme, or by other means, including manual physical disconnection, as determined necessary by SCE in its sole discretion in the event of a failure of the Automated Load Reduction Scheme.
- 1.34. RFP – Has the meaning set forth in Recital A.
- 1.35. Site – The real property on which the Designated Load is or will be located, as further described in Exhibit A of the DGS Agreement.
- 1.36. Term – Has the meaning in Section 3.
- 1.37. WDAT – Wholesale Distribution Access Tariff.

2. DESIGNATED LOAD INFORMATION

- 2.1 Location of Designated Load: *[Designated Load Address]*.
- 2.2 Designated Load Retail Service Account Number: *[account number]*.

3. **TERM**

The Term will commence upon the DGS In-Service Date and continue for a period of thirty-six (36) months. This Designated Load Agreement automatically terminates at the end of the Term unless earlier terminated as provided in this Designated Load Agreement.

4. **NO PAYMENTS; NO RECOURSE TO SCE**

SCE has no obligation to make payments or provide any other form of compensation to Designated Load Customer under this Designated Load Agreement. Any payments required of SCE under this Designated Load Agreement, including any payments or refunds associated with the DGS Charge, shall be made solely to Distributed Generator. Designated Load Customer agrees that as between SCE and Designated Load Customer, Designated Load Customer has no right to any such amounts.

Designated Load Customer and Distributed Generator each agree that neither of them has any recourse against SCE for any payments, claims or other obligations, if any, as between Designated Load Customer and Distributed Generator.

5. **PHYSICAL LOAD REDUCTION ASSURANCES**

5.1 Automated Load Reduction Assurance.

During Peak Hours, SCE may disconnect the Designated Load and the Distributed Generation Facility from SCE's distribution system by means of the ALRS, or by other means, including manual physical disconnection, as determined necessary by SCE in its sole discretion, in accordance with the terms of this Designated Load Agreement, if:

- (a) at any time during Peak Hours during the Term the Electrical Net Demand is equal to or greater than the Firm Service Level as measured by the ALRS for any reason, including Force Majeure, maintenance, or repair. The ALRS shall be set to automatically reclose after five (5) minutes following the initial trip operation of the ALRS. A second trip operation immediately following the first trip operation will require SCE's Grid Operations to restore connection as soon as reasonably practicable provided the Distributed Generator has notified Grid Operations in accordance with Section 11.3 and the Distributed Generator demonstrates to SCE's reasonable satisfaction that the Electrical Net Demand does not exceed the Firm Service Level; or
- (b) the DGS Agreement and/or this Designated Load Agreement is terminated after the DGS In-Service Date but prior to the end of the Term; *provided*, SCE's right to disconnect the Designated Load pursuant to this Section 5.1(b) shall end upon the earlier of, twelve (12) months after the date of

such early termination of the applicable agreement or, the end of the original Term.

5.2 SCE's Access Rights.

Designated Load Customer and Distributed Generator hereby grant SCE the right of ingress and egress to examine the Site for any purpose reasonably connected with this Designated Load Agreement and the DGS Agreement, including immediate access to the Site to effectuate Physical Load Reduction Assurance, or the exercise of any and all rights of SCE under Applicable Law or SCE's tariff schedules and rules on file with the CPUC.

5.3 Installation of the ALRS.

- (a) Subject to Distributed Generator's obligation to pay the DGS Charge under the DGS Agreement and AFA, SCE shall design, install, own, operate, maintain, disconnect and remove the ALRS throughout the Term on the Site in accordance with the terms of the AFA.
- (b) SCE shall install, test and have ready for full operation the ALRS on or before the DGS In-Service Date, *provided* Distributed Generator has procured and constructed underground duct banks and related structures required for installation of the ALRS in accordance with specifications and designs provided by SCE.

5.4 Non-Interference with ALRS.

The ALRS shall not be altered or interfered with at any time by Distributed Generator or Designated Load Customer. In the event SCE determines that the ALRS has been altered or interfered with by Distributed Generator or Designated Load Customer, SCE may terminate this Designated Load Agreement and seek damages from Distributed Generator pursuant to Section 6.2 herein.

6. EVENTS OF DEFAULT AND REMEDIES; TERMINATION

6.1 Termination for Default.

If either Party ("Defaulting Party") breaches its material obligations under this Designated Load Agreement, such breach shall constitute an event of default ("Event of Default"). Without limiting the generality of the foregoing sentence, an Event of Default shall occur:

- (a) With respect to either Party:
 - (i) Except for an obligation to make payment when due, if there is a failure of the Party to perform any material covenant or obligation set forth in this Agreement (except to the extent such failure

provides a separate termination right for the Non-Defaulting Party or to the extent excused by Force Majeure), and such failure is not remedied within five (5) Business Days after Notice thereof from the Non-Defaulting Party to the Defaulting Party;

- (ii) If the Party fails to make any payment due and owing under this Agreement, if such failure is not cured within three (3) Business Days after Notice thereof from the non-breaching Party (“Non-Defaulting Party”) to the Defaulting Party;
 - (iii) If the other Party becomes Bankrupt; or
 - (iv) A Party disaffirms, disclaims, or rejects, in whole or in part, or challenges the validity of this Agreement.
- (b) With respect to Distributed Generator and/or Designated Load Customer:
- (i) Distributed Generator fails to procure and construct underground duct banks and related structures required for the installation of the ALRS in accordance with specifications and designs provided by SCE, in a timely manner that will allow for the installation of the ALRS by the DGS In-Service Date;
 - (ii) The ALRS has been altered or interfered with by Distributed Generator or Designated Load Customer;
 - (iii) Distributed Generator or Designated Load Customer fails to provide Physical Load Reduction Assurance; or
 - (iv) Distributed Generator consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity and at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all of the obligations, of the Distributed Generator under this Agreement by operation of law or pursuant to an agreement reasonably satisfactory to SCE; or
 - (v) Any termination of the DGS Agreement or AFA for which SCE is a non-defaulting Party.

6.2 Early Termination.

If an Event of Default shall have occurred, the Party taking the default (the “Non-Defaulting Party”) has the right:

- (a) To designate by Notice, which will be effective five (5) Business Days after the Notice is given, a day, no later than twenty (20) calendar days

after the Notice is effective, for the early termination of this Agreement (an “Early Termination Date”);

- (b) Withhold any payments due to the Defaulting Party under this Agreement;
- (c) Suspend performance of this Agreement, but excluding SCE’s right to exercise its rights under Article 5, including injunctive relief or any other means of enforcement of such right; and
- (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

6.3 Other Remedies.

The remedies available under Sections 6.1 and 6.2 are not exclusive, and subject to Article 8 the Parties also shall be entitled to pursue any other legal, equitable or regulatory rights and remedies it may have in response to a default by the other Party. *provided* that suspension of any performance of this Designated Load Agreement shall exclude Distributed Generator and Designated Load Customer obligations to provide Physical Load Reduction Assurance, and SCE’s right to exercise its rights under Article 5 hereof, including injunctive relief or any other means of enforcement of such rights.

Notwithstanding anything to the contrary, the Distributed Generator and the Designated Load Customer, each waive and release SCE of any claims or liabilities arising out of (a) SCE’s exercise of its rights under Sections 6.2 and 6.3 resulting from any Event of Default by the Distributed Generator and/or the Designated Load Customer as the case may be, (b) termination of this Designated Load Agreement under Section 8.4, or (c) in the case of the Designated Load Customer, a termination of the DGS Agreement.

6.4 Rights and Obligations Surviving Termination.

The rights and obligations that are intended to survive a termination of this Designated Load Agreement, including termination pursuant to Section 8.4, are all of those rights and obligations that this Designated Load Agreement expressly provides survive any such termination and those that arise from Distributed Generator’s, Designated Load Customer’s or SCE’s covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time before or as a result of the termination of this Designated Load Agreement, including but not limited to:

- (a) The right of SCE to effectuate the Physical Load Reduction Assurance until the earlier of one (1) year after termination or the end of the original Term;

- (b) The indemnity obligations as set forth in Section 7.2;
- (c) The limitation of liabilities as set forth in Section 7.1;
- (d) The obligation of confidentiality as set forth in Section 10; and
- (e) The obligation of Seller to pay to SCE the DGS Charge pursuant to the AFA under the DGS Agreement.

7. LIMITATION OF LIABILITY AND INDEMNITY

7.1 Limitation of Liability.

EXCEPT AS MAY OTHERWISE BE PROVIDED IN THIS DESIGNATED LOAD AGREEMENT, WITH RESPECT TO THE DESIGN, INSTALLATION AND OPERATION OF THE ALRS THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. FURTHERMORE, EXCEPT FOR ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, SCE SHALL BEAR NO LIABILITY ARISING OUT OF THE OPERATION OF THE ALRS OR ANY OTHER MEANS USED TO DISCONNECT THE DESIGNATED LOAD AND DISTRIBUTED GENERATION FACILITY FROM SCE'S DISTRIBUTION SYSTEM. ANY LIABILITY HEREUNDER IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY PROVIDED HEREIN. UNLESS EXPRESSLY PROVIDED FOR IN THIS DESIGNATED LOAD AGREEMENT, NEITHER PARTY IS LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES.

7.2 Indemnity.

- (a) Except as otherwise provided herein, each Party shall indemnify defend and hold the other Parties harmless from and against all losses, damages, claims, liabilities, costs or expenses (including legal expenses) whatsoever for injuries to or death of any person (including, but not limited to, agents employees, contractors, and invitees of the Parties) and for all loss, damage or destruction of electrical equipment or electric or gas meters or any other property (including, but not limited to, property of SCE, Distributed Generator, the Designated Load Customer, and their respective agents, employees, contractors and invitees) arising out of any act or omission of such Party except to the extent that they result from any

breach of this Designated Load Agreement, negligence, or intentional wrongdoing by the Party seeking indemnification.

- (b) Distributed Generator and Designated Load Customer shall indemnify, defend and hold SCE harmless from and against all losses, damages, claims, liabilities, costs or expenses (including legal expenses) whatsoever for injuries to or death of any person (including, but not limited to, agents employees, contractors, and invitees of SCE) from any adverse consequences as a result of the operation of the ALRS or any other means to disconnect the designated load and distributed generation facility from SCE's distribution system pursuant to this Designated Load Agreement, except to the extent caused by the willful misconduct or gross negligence of SCE.

8. FORCE MAJEURE

- 8.1. Neither Party shall be in default in the performance of any of its obligations set forth in this Designated Load Agreement, except for obligations to pay money, when and to the extent failure of performance is caused by Force Majeure.
- 8.2. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, such Party (the "Claiming Party") shall be excused from whatever performance is affected by the Force Majeure to the extent so affected. In order to be excused from its performance obligations under this Designated Load Agreement by reason of Force Majeure:
 - (a) The Claiming Party, on or before the fourteenth (14th) day after the initial occurrence of the claimed Force Majeure, must give the other Party Notice describing the particulars of the occurrence; and
 - (b) The Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Designated Load Agreement.
- 8.3. The suspension of the Claiming Party's performance due to Force Majeure may not be greater in scope or longer in duration than is the duration of such Force Majeure. In addition, the Claiming Party shall use diligent efforts to remedy its inability to perform. When the Claiming Party is able to resume performance of its obligations under this Designated Load Agreement, the Claiming Party shall give the other Party prompt Notice to that effect.
- 8.4. Either Party may terminate this Designated Load Agreement on at least five (5) Business Days' prior Notice, in the event of Force Majeure which materially interferes with the Claiming Party's ability to perform its obligations under this

Designated Load Agreement and which extends for more than 90 consecutive days, or for more than a total of 180 days in any consecutive 365-day period.

9. DISPUTE RESOLUTION

Except for matters relating to specific performance, injunctive relief or other equitable remedies, any dispute that cannot be resolved between the Parties shall be settled by means of conference, mediation and/or litigation as provided for herein.

- 9.1. The first step in the dispute resolution process shall be a conference by which the dispute is referred to a designated officer of each Party for resolution.
- 9.2. If the Parties are unable to resolve the dispute in accordance with Section 9.1 within a reasonable period of time, either Party may initiate mediation by providing Notice to the other Party of a written request for mediation, setting forth a description of the Dispute and the relief requested. The Parties will cooperate with one another in selecting a mediator from the panel of neutrals from Judicial Arbitration and Mediation Services, Inc., its successor, or any other mutually acceptable mediator, and in scheduling the time and place of the mediation.
- 9.3. If the dispute is not resolved by the mediation, either Party may initiate binding arbitration with respect to the matters first submitted to mediation by providing Notice of a demand for binding arbitration before a single, neutral arbitrator (“Arbitrator”) at any time following the unsuccessful conclusion of the mediation provided for in Section 9.2, above. Unless the Parties agree to alternative arrangements, the selection of arbitrators and the procedure must be in accordance with the commercial arbitration rules then in effect of the Judicial Arbitration and Mediation Services, Inc. The expenses of the arbitration must be borne equally by the Parties. Notwithstanding the rules and procedures that would otherwise apply to the arbitration, and unless the Parties agree to a different arrangement, the place of the arbitration will be in Los Angeles, California. Judgment on the award may be entered in any court having jurisdiction.

The Arbitrator must, in any award, allocate all of the costs of the binding arbitration (other than each Party’s individual attorneys’ fees and costs related to the Party’s participation in the arbitration, which fees and costs will be borne by such Party), including the fees of the Arbitrator and any expert witnesses, against the Party who did not prevail.

At the conclusion of the arbitration hearing, the Arbitrator shall prepare in writing and provide to each Party a decision setting forth factual findings, legal analysis, and the reasons on which the Arbitrator’s decision is based. The Arbitrator shall also have the authority to resolve claims or issues in advance of the arbitration hearing that would be appropriate for a California superior court judge to resolve in advance of trial. The Arbitrator shall not have the power to commit errors of law or fact, or to commit any abuse of discretion, that would constitute reversible

error had the decision been rendered by a California superior court. The arbitrator's decision may be vacated or corrected on appeal to a California court of competent jurisdiction for such error. Unless otherwise agreed to by the Parties, all proceedings before the arbitrator shall be reported and transcribed by a certified court reporter, with each Party bearing one-half of the court reporter's fees.

10. CONFIDENTIALITY

Neither Party may disclose any Confidential Information to a third party, other than:

- (a) To such Party's or its upstream parents' (which, in the case of SCE, is Edison International), employees, lenders, investors, attorneys, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential;
- (b) To potential Lenders (that have agreed to keep such terms confidential);
- (c) To the CPUC or the FERC, under seal for any regulatory purpose, including policymaking, but only provided that the confidentiality protections from the CPUC under Section 583 of the California Public Utilities Code or other statute, order or rule offering comparable confidentiality protection are in place before the communication of such Confidential Information; and

In order to comply with any Applicable Law or order issued by a court or entity with competent jurisdiction over the disclosing party; *provided*, the disclosing Party makes reasonable efforts to limit the disclosure of such Confidential Information.

11. MISCELLANEOUS

11.1 Effective Date.

This Designated Load Agreement shall be deemed effective as of the date upon which the last Party executes this Designated Load Agreement ("Effective Date").

11.2 Assignment.

This Designated Load Agreement is intended to be between the Parties and no Party may assign this Designated Load Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

11.3 Notices.

Any notices or demands to be served here under by either Party to the other shall be addressed as specified in Exhibit 2.

All Notices must be in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, electronic transmission or facsimile. Notices provided in accordance with this Section 11.3 are deemed given as follows:

- (a) Notice by facsimile, another form of electronic transmission, or hand delivery is deemed given at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise is deemed given at the close of business on the next Business Day; and
- (b) Notice by overnight first class United States mail or overnight courier service is deemed given on the next Business Day after such Notice is sent out.

Notice by first class United States mail is deemed given two (2) Business Days after the postmarked date.

Notwithstanding the foregoing provisions to the contrary, notice by the Distributed Generator to Grid Operations under Section 5.1(a) shall be made by telephone as specified in Exhibit 2.

11.4 Governing Law.

THIS DESIGNATED LOAD AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS DESIGNATED LOAD AGREEMENT.

11.5 Entire Agreement.

This Designated Load Agreement, in combination with the three Appendices, as approved by the Commission, contains the entire agreement between the Parties.

11.6 Disclaimer of Warranty.

No promise, representation, warranty, or covenant not included in this Designated Load Agreement has been, or is relied on by either Party. Each Party has relied on its own examination of this Designated Load Agreement, the counsel of its own advisors, and the warranties, representations, and covenants in the Designated Load Agreement itself.

11.7 Severability.

If any provision in this Designated Load Agreement is determined to be invalid, void or unenforceable by the CPUC or any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Designated Load Agreement. Any provision of this Designated Load Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.8 Construction.

This Agreement will be considered for all purposes as prepared through the joint efforts of the Parties and may not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

11.9 No Modification.

Except to the extent provided for herein, no amendment or modification to this Agreement will be enforceable unless reduced to a writing signed by all Parties.

11.10 No Third-Party Beneficiaries.

This Agreement does not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement).

11.11 Order of Precedence.

No provision of this Agreement is intended to contradict or supersede any applicable agreement covering transmission, distribution, metering, scheduling or interconnection. In the event of an apparent contradiction between this Agreement and any such agreement, the such agreement controls. With regard to any contradiction between the DGS Agreement, on the one hand, and the DLA, on the other hand, the DGS Agreement shall control.

11.12 Counterparts.

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart. Each Party delivering an executed counterpart of this Agreement by facsimile or PDF transmission will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed

counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

In WITNESS WHEREOF, the Parties have caused this Designated Load Agreement to be duly executed as of the Effective Date first written:

[DISTRIBUTED GENERATOR'S NAME],

SOUTHERN CALIFORNIA EDISON COMPANY,

a [Distributed Generator's jurisdiction of organization and type of organization]

a California corporation.

By:

By:

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

[DESIGNATED LOAD CUSTOMER'S NAME],

a [Designated Load Customer's jurisdiction of organization and type of organization]

By:

[Name]

[Title]

Date: _____

EXHIBIT 1

DESCRIPTION OF DESIGNATED LOAD

A. Designated Load

{SCE Note: This is expected to be the electrical and load types and demand profiles of the Designated Load provided to SCE (and approved by SCE) by the Distributed Generator in its response to SCE's RFP.}

EXHIBIT 2

NOTICES

DISTRIBUTED GENERATOR	DESIGNATED LOAD CUSTOMER	SCE
All Notices are deemed provided in accordance with Section 11.3 if made to the address and facsimile numbers provided below:	All Notices are deemed provided in accordance with Section 11.3 if made to the address and facsimile numbers provided below:	Unless otherwise specified, all Notices are deemed provided in accordance with Section 11.3 if made to the address or facsimile number provided below:
Contract Sponsor: Attn: Street: City: Phone: Facsimile:	Contract Sponsor: Attn: Street: City: Phone: Facsimile:	Contract Sponsor: Attn: Street: City: Phone: Facsimile:
Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns: Federal Tax ID Number:	Reference Numbers: Duns: Federal Tax ID Number:
Contract Administration: Attn: Phone: Facsimile:	Contract Administration: Attn: Phone: Facsimile:	Contract Administration: Attn: Phone: Facsimile:
Generation Operations: Phone: Phone: E-mail:	Generation Operations: Phone: Phone: E-mail:	Generation/Grid Operations: Phone: Phone: E-mail:

<p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Attn: Phone: Facsimile: E-mail:</p>	<p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Attn: Phone: Facsimile: E-mail:</p>	<p>With additional Notices of an Event of Default or Potential Event of Default to:</p> <p>Attn: Manager SCE Law Department</p> <p>Phone: Facsimile:</p>
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