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APR 13 2012

ENERGY MANAGEMENT SOLUTIONS

32659

**Southern California Edison  
On-Bill Financing Agreement**



## On-Bill Financing Agreement

This On-Bill Financing Agreement to ("OBF Agreement") is entered into on APRIL 6 2012, (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 SEPT. 07, 2010 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") :	\$ 36,143.07
Interest Rate:	0%
Fees:	N/A
Months to Pay:	16 Months
Monthly Payment:	1 month at \$555.72 and 15 months at \$2,372.49
Service Account to be Billed:	
Designated Third-Party Payee (if any):	CITY OF LONG BEACH ASSET MANAGEMENT BUREAU - PUBLIC WORKS
Address of Designated Third-Party Payee:	333 WEST OCEAN BLVD, 3 <sup>RD</sup> FLOOR LONG BEACH, CA 90802

**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 the 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:** CITY OF LONG BEACH

PATRICK H. WEST

Authorized Representative:

CITY MANAGER

Title:

sg. Assistant City Manager

Signature:

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Date:

333 WEST OCEAN BLVD  
LONG BEACH, CA 90802

Business Address:

(562) 570-6916

Telephone No.

(562) 570-7650

Fax No.

PATRICK.WEST@LONGBEACH.GOV

E-Mail Address:

**Southern California Edison Company:**

Mark Wallenrod

Authorized Representative:

Director of Program & Operations

Title:

Signature:

Date:

1515 Walnut Grove Ave.

Rosemead, CA 91770

Business Address:

(626) 302-0802

Telephone No.

(626) 302-6143

Fax No.

Mark.Wallenrod@sce.com

E-Mail Address:

APPROVED AS TO FORM

3/29, 20 12  
ROBERT E. SHANNON, City Attorney

LINDA TRANG  
CITY CLERK

# Energy Management Solutions

## Incentives Application for Business Customers

P.O. Box 800, Rosemead, CA 91770-0800  
Fax: 626-633-3243 | E-mail: BusinessIncentives@sce.com | Questions? 800-736-4777



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Follow the simple steps below to complete your Incentives Application:

### STEP 1 Get Started

Use your SCE bill to help complete the following sections:

- 1 Customer Information
- 2 Project Site Information

### STEP 2 Select Your Solutions

Refer to the Energy Management Solutions Guide, your proposal and/or Demand Response Technical Audit to complete the appropriate sections.

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Express Solutions    | <input checked="" type="checkbox"/> Technology Incentives                        |
| <input checked="" type="checkbox"/> Customized Solutions | <input checked="" type="checkbox"/> Technology Incentives: Peak Demand Reduction |

### STEP 3 Submit Completed Application

Tell us how you want to be paid, then read and sign the Terms and Conditions and submit the completed application with required supporting documents.

- 8 Payment Information and Customer Acknowledgement
- 9 Terms and Conditions

### 1 Customer Information

If you are an SCE customer submitting a project on your own, complete part A.

If you are an Authorized Agent such as a contractor or equipment installer submitting this application on behalf of the customer, complete both sections A and B.

#### A. Customer (applicant)

[Submitting a project on your own]

Company/Business Name	Contact Name	Title
City of Long Beach	Meredith Reynolds	Sustainability Coordinator
Company/Business Mailing Address	City	State
333 West Ocean Blvd.	Long Beach	CA
Contact Telephone Number	Contact Fax Number	Contact E-mail Address
(562) 570-6396	(562) 570-6583	Meredith.Reynolds@longbeach.gov

#### B. Authorized Agent

[Contractor and/or equipment vendor submitting application on behalf of the customer]

Authorized Agent Business Name	Contact Name
Long Beach Convention Center	Ray Blanton
Authorized Agent Mailing Address	City
300 E Ocean Blvd	Long Beach
Authorized Agent Telephone Number	Authorized Agent Fax Number
(562) 436-3636	
Authorized Agent E-mail Address	
RBlanton@longbeachcc.com	

FLIP OPEN

UPPER

DOC-10-002181

Engineer

Rep Name

Rick Raskin

Partnership Name (if applicable)

County of Los Angeles Partnership

Notes/Additional Info

TR

☐ Express Installed

☒ Express to be Installed

☐ Customized

☐ Technology Incentives

## Project Site Information

This section is for one project site where qualifying solutions will be installed.

Please refer to your SCE bill for your Service Account Number, and to the Energy Management Solutions Guide Appendix for Building Type Code.

For more than one project site, check the Multiple Site Project box below, skip Sections 3 through 7 of this application and complete the Multiple Site/Solution Worksheet found at [www.sce.com/solutions](http://www.sce.com/solutions). Then go to Sections 8 and 9 to sign and complete your application. Submit the Multiple Site/Solution Worksheet and all required documents with your completed application.

Customer Reference (optional)	SCE Service Account Number	Site Address	ZIP Code	Building Type Code	Year Built	Total Sq Ft/Facility	Site Contact Name	Site Contact Phone Number	E-mail Address
<b>Example</b>									
Project Name	3-000-0000-00	111 Main St.	91001	33	1950	10,000	Victor Johnson	626-555-0901	vjohnson@tdi.com
Long Beach Convention Center		300 East Ocean Blvd.	90802	5	1991	600000	Ray Blanton	(562) 499-7629	rbanton@longbeachc.com

per #17. VC

☐ Multiple Site Project

## Express Solutions

Refer to the Energy Management Solutions Guide or [www.sce.com/solutions](http://www.sce.com/solutions) for Solution Codes, Solution Descriptions, Incentive Amounts and Program and Equipment Eligibility Requirements. Then calculate your Express Solutions incentive total. For more than five solutions, check the Multiple Solutions box below, skip Section 3 of this application and complete the Multiple Site/Solution Worksheet found at [www.sce.com/solutions](http://www.sce.com/solutions).

NOTE: Please read and answer the Express Solutions eligibility requirements and questions carefully before proceeding with your equipment purchase. Eligibility requirements and questions can be found in the Energy Management Solutions Guide Appendix and at [www.sce.com/solutions](http://www.sce.com/solutions).

		Date of		Express Solutions Calculation					
		Has the solution already been installed?	Actual or Proposed Installation	Description of Replaced Equipment (e.g., lighting type, wattage, model #, # of units)	Unit of Measure (e.g., lamp, fixture, sq ft, hp)	Number of Units Installed	Incentive \$ Per Unit	Incentive Total	
Solution Code	Solution Description					A	X B	=	C
<b>Example</b>	<b>T8 Lamps and Electronic Ballasts-8 foot</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10/21/2009	120-F40 T12 Cool White	Lamp	80	\$9.00		\$720.00
LT-58109	Interior fluorescent fixtures: ≤ 100 watt lamp existing, up to 64 watt	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No	12/1/2010	High Pressure Sodium	fixture	352	\$37.50		\$13,200.00
LT-12866	Interior fluorescent fixtures: 101 - 175 watt lamp existing, up to 128	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No	12/1/2010	High Pressure Sodium	fixture	353	\$52.50		\$18,532.50
LT-84912	Interior fluorescent fixtures: 176 - 399 watt lamp existing, up to 192	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No	12/1/2010	High Pressure Sodium	fixture	30	\$75.00		\$2,250.00
		<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No							
		<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No							

☐ Multiple Solutions (more than five)

\* If YES, please include/submit the following: 1) Invoice receipt(s), and 2) Specification sheet(s) for installed incentive(s) from vendor

Express Installed Incentive Total	\$0.00
Express Pending Incentive Total	\$33,982.50
Express Pending Est. Project Cost	\$69,023.07

NEXT PAGE



If you are submitting this application for Express Solutions incentives only, stop here. Then go to Sections 8 and 9 to sign and complete this application.

## Customized Solutions

Incentives for Energy Efficiency (EE) Customized Solutions are based on a calculated approach to energy savings and demand reduction. If your project includes EE Customized Solutions, complete the table below. For more than five solutions, check the multiple solutions box below, skip Sections 4 and 5 of this application, and complete the Multiple Site/Solution Worksheet found at [www.sce.com/solutions](http://www.sce.com/solutions).

- Refer to your Energy Management Solutions Guide for the Solution Code, Solution Description, and Program and Equipment requirements.
- To obtain a Description of Existing Equipment refer to either a) energy savings report from the Energy Management Online Application Tool found at [www.sce.com/solutions](http://www.sce.com/solutions), or b) your project proposal.

Solution Code	Solution Description	Description of Existing Equipment
<b>Example</b> LT-17492	Interior lighting fixture replacement - LED fixture	Incandescent lighting

1

2

3

4

5

☐ Multiple Solutions (more than five)

ESTIMATED PROJECT COMPLETION DATE

## Customized Solutions: Energy Savings and On-Peak Demand Reduction

For the corresponding line from Section 4, refer to your energy savings and/or on-peak demand reduction calculations from the Energy Management Online Application Tool at [www.sce.com/solutions](http://www.sce.com/solutions) or your project proposal to complete the table below.

- Attach quote for projected equipment installation costs and equipment specifications from your contractor/installation vendor and energy savings calculations with your completed application.

Energy Savings						On-Peak Demand Reduction						Total
Line #	Baseline Usage (kWh/yr)	Installed Usage (kWh/yr)	Energy Savings (kWh/yr)	Incentive Rate (\$/kWh)	Energy Incentive (\$)	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	On-Peak Demand Reduction Incentive (\$)	Incentive Total	
	A	B	= C	x D	= E1	A	B	= C	x D	= E2	E1+E2	
From Sec 4	Example 150,000	97,000	53,000	\$0.05	\$2,650	25	24	1	\$100	\$100	\$2,750	
1											\$0.00	
2											\$0.00	
3											\$0.00	
4											\$0.00	
5											\$0.00	
		TOTAL	0	TOTAL	\$0.00		TOTAL	0.0	TOTAL	\$0.00	\$0.00	

NEXT PAGE



Total Estimated Customized Solution Project Cost

\$0.00

If you are not applying for DR Technology Incentives, stop here. Then go to Section 8 and 9 to sign and complete this application





## Technology Incentives

DR Technology Incentives are based on a calculated approach to energy savings and demand reduction. If your project includes DR Technology Incentives, complete the table below. For more than five solutions, check the multiple solutions box below, skip Sections 6 and 7 of this application, and complete the Multiple Site/Solution Worksheet found at [www.sce.com/solutions](http://www.sce.com/solutions).

Refer to your Energy Management Solutions Guide for the Solution Codes, Solution Descriptions, Strategies, and Program and Equipment eligibility requirements found at [www.sce.com/solutions](http://www.sce.com/solutions).

Solution Code	Solution Description	Strategy
<b>Example</b> DR-98812	Chiller Controls	Limit Chiller Electric Demand
Line #		
1		
2		
3		
4		
5		

☐ Multiple Solutions (more than five)

ESTIMATED PROJECT COMPLETION DATE



## Technology Incentives: Peak Demand Reduction

Refer to your DR Technical Audit or project proposal to complete the table below.

- Total Project Costs include estimated or actual labor installation and equipment costs.
- DR Technology Incentives are capped at \$125/kW of measured and verified load reduction (\$300/kW for Automated Demand Response projects), and cannot exceed the actual reasonable cost of the purchase and installation of the qualifying equipment.

- Attach quote for projected equipment installation costs from your contractor/ installation vendor, required invoice(s) and/or receipts, and equipment specification sheets with your completed application.
- Contact your SCE Account Representative for assistance in selecting an appropriate qualifying DR program that complements your business.

Line #	Auto-Demand Response?	Qualifying DR Program	Estimated Max Peak kW Reduction	Estimated Avg Peak kW Reduction	Labor Installation (\$) A	Equipment (\$) B	Project Cost (\$) C
From Sec 6	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Example</b> CBP	80	68	\$5,000.00	\$3,500.00	\$8,500.00
1	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No						\$0.00
2	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No						\$0.00
3	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No						\$0.00
4	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No						\$0.00
5	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No						\$0.00
TOTAL			0.0	0.0	TOTAL		\$0.00

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## Payment Information and Customer Acknowledgement

Complete the section below to let us know how you would like to be paid.

UPN# \_\_\_\_\_

### A. FORM OF PAYMENT (Please check one)

- ☐ Check to Customer  
[Complete B and C]
- ☒ Utility Bill Credit to Customer  
[Complete C and D]
- ☐ Check to third party Payee  
(e.g., contractor, corporate office)  
[Complete B, C and E. Note: provide third party information in Section C.]

### B. PAYEE INFORMATION ☐ Check here if Payee is same as Section 1

Payee-Customer/Business Name \_\_\_\_\_ Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Company/Business Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Telephone Number \_\_\_\_\_ Contact Fax Number \_\_\_\_\_ Contact E-mail address \_\_\_\_\_

I understand that incentives are taxable, and if greater than \$600 will be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. The payee will be required to submit to SCE a complete W9 for tax purposes. SCE will report incentives as income on IRS form 1099 unless the "Corporation" or "Tax-exempt, Non-profit" tax status box (above) has been checked. I understand that payee should consult their tax advisor concerning the taxability of incentives, and that SCE is not responsible for any taxes that may be imposed due to program incentive payment(s).

### C. TAX IDENTIFICATION TYPE (Please check one)

- Identification Number \_\_\_\_\_
- ☐ Federal Tax ID
- ☐ Social Security Number [SSN]
- ☒ Employer ID Number [EIN]

### TAX STATUS (Please Check one)

- ☐ Corporation
- ☐ Non-Corp
- ☐ Individual/Sole Proprietor
- ☒ Tax-exempt, Non-profit
- State of California Exempted  
Exempt Reason \_\_\_\_\_

*per AA J.P.*

### D. UTILITY BILL CREDIT (PLEASE COMPLETE THIS SECTION IF YOU PREFER PAYMENT IN THE FORM OF A BILL CREDIT TO THE CUSTOMER OF RECORD)

Service Account Number

3 - [X] [X] [X] [X] [X] [X]

Customer Account Number

2 - [X] [X] [X] [X] [X] [X]

*per CCS J.P.*

### E. PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF AN AUTHORIZED AGENT IS TO RECEIVE THE CHECK)

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 8, Part B, above, and I understand that I will not be receiving the incentive check from SCE. I also understand that my release of this payment to the Payee does not exempt me from the requirements outlined in the Application package.

Customer Name (Please Print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Would you like more information about Demand Response options and/or other SCE programs that you read about in the Energy Management Solutions Guide? Check all that apply.

☐ Demand Response Programs (please specify) \_\_\_\_\_

☐ California Solar Initiative

☐ Other (please specify) \_\_\_\_\_

☐ Savings by Design

☐ OnBill Financing

☐ ENERGY STAR® Benchmarking

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# Applicant Agreement Regarding Program Terms and Conditions

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UPN#

I, the Applicant (and Authorized Agent of the Applicant, if applicable), hereby agree (the "Agreement") to the following terms and conditions to my participation in: (1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Demand Response (DR) Technology Incentives Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2010 Express Procedures Manual for Business ([www.sce.com/express\\_solutions](http://www.sce.com/express_solutions)) and the 2010 Customized Statewide Procedures Manual for Business ([www.sce.com/customized\\_solutions](http://www.sce.com/customized_solutions)), as applicable.

1.a Incorporation by Reference: The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.

1.b Incorporation by Reference - SCE Partnerships (if applicable). To the extent Applicant is a participant in an SCE 2010-2012 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2010-2012 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.

2. Limitation on Funding Availability: Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be reserved by SCE; however, payment of any incentive is subject to post installation performance verification.

3. Changes to Program: Funding and conditions of each Program are subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if a Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 2.

4. Right of Assignment: SCE may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.

5. Exclusive Nature of These Incentive Payments: To be eligible for Program incentives, I agree that I have not and will not apply for or receive rebates, incentives or services for the solution(s) covered by this Application from any other utility, state or local program funded by the Public Goods Charge (PGC). I further agree that I will not apply or receive rebates, incentives, or services for the incentive(s) covered by this Application in an amount greater than the total cost of the solution(s). Because the Programs are funded by California utility ratepayers and administered by SCE under the auspices of the CPUC, I may face adverse consequences (i.e., a requirement that I return payments that were made to me or a restriction on my eligibility to participate in other programs) if I violate these restrictions.

6. Estimated Savings May Not Equal Actual Savings: I understand that all energy savings, incentives, and installed costs provided by SCE during the Program Application process are estimates only, and are subject to change based on SCE review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs.

7. Energy Benefits: As a qualified SCE customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SCE with documents establishing paid proof of purchase and installation of the solutions applied for in this Application. I understand the incentive payments are based on related energy benefits over the life of the product. I agree that if (a) I do not provide Southern California Edison with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) I cease to be a customer of SCE during said time period, I shall refund a prorated amount of rebate dollars to SCE based on the actual period of time for which I provided the related energy benefits as an electric customer of SCE.

8. Risk Allocation: I UNDERSTAND THAT SCE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP, OR REGARDING SELECTION OR QUALIFICATION OF AUTHORIZED AGENTS. I ALSO UNDERSTAND, AND HAVE CAUSED MY AUTHORIZED AGENT (IF ANY) TO UNDERSTAND, THAT SCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR SOLUTIONS. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND HEREBY RELEASE SCE, ITS AFFILIATES, SUBSIDIARIES, JOINT VENTURES, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITY (LEGAL, CONTRACTUAL, OR OTHERWISE) WHICH ARISE FROM OR ARE IN ANY WAY CONNECTED WITH ANY OF THE PROGRAMS.

9. Facsimile Signatures: Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.

10. I hereby acknowledge the following (check ONLY ONE of the following options):

☒ I am **SOLELY ADMINISTERING** this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.

I have entered into a contract with the AUTHORIZED AGENT indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Authorized Agent to implement the project on my behalf; (iii) that the Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Authorized Agent specified below.

Verification and Certification: I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for each of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding meet(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print)

Meredith Reynolds

Authorized Agent Name (Please Print)

Signature

You must make a selection on the following section(s):  
9-15 Meredith Reynolds

Signature

Signed electronically by CA #2-25-710-3846

Title

Sustainability Coordinator

Title

Date

8/2/10 2pm

Date

7/30/2010