



Energy Efficiency Business Incentive (EEBI)
2013-16 Program Project Agreement
Comprehensiveness Bonus

Application Information

| | |
|-----------------------|--|
| Project Name: _____ | Estimated Installation Completion Date (mm/yyyy): _____ |
| Project Number: _____ | <input type="checkbox"/> Calculated <input type="checkbox"/> M&V Required (M&V Plan Attached) |
| Date Received: _____ | M&V Performed by: <input type="checkbox"/> Project Sponsor <input type="checkbox"/> SDG&E |

Customer Information

| | |
|---|---|
| COMPANY NAME _____ | CORP. PARENT NAME (if applicable) _____ |
| ADDRESS _____ | CITY _____ STATE _____ ZIP CODE _____ |
| CONTACT NAME _____ | E-MAIL ADDRESS _____ |
| TITLE _____ | TELEPHONE NO. _____ FAX NO. _____ |
| Tax Status: <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt, Reason: _____ | COMPANY/ CORP. FEDERAL TAX ID _____ |

Project Sponsor Information

| | |
|---|---|
| COMPANY NAME _____ | CORP. PARENT NAME (if applicable) _____ |
| ADDRESS _____ | CITY _____ STATE _____ ZIP CODE _____ |
| CONTACT NAME _____ | E-MAIL ADDRESS _____ |
| TITLE _____ | TELEPHONE NO. _____ FAX NO. _____ |
| Tax Status: <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt, Reason: _____ | COMPANY/ CORP. FEDERAL TAX ID _____ |

Site Information

| | |
|-----------------------------|---------------------------------------|
| SITE NAME _____ | SITE I.D. # (if applicable) _____ |
| SITE ADDRESS _____ | CITY _____ STATE _____ ZIP CODE _____ |
| SITE CONTACT NAME _____ | CONTACT PHONE # _____ |
| ELECTRIC ACCOUNT(S) # _____ | GAS ACCOUNT(S) # _____ |

Note: This page contains confidential information pursuant to PU Code Section 583 and GO 66-C.

Payee Information

| | |
|---|---------------------------------------|
| SITE NAME _____ | SITE I.D. # (if applicable) _____ |
| SITE ADDRESS _____ | CITY _____ STATE _____ ZIP CODE _____ |
| SITE CONTACT NAME _____ | CONTACT PHONE # _____ |
| TITLE _____ | GAS ACCOUNT(S) # _____ |
| Tax Status: <input type="checkbox"/> Corp. <input type="checkbox"/> Non-Corp <input type="checkbox"/> Exempt, Reason: _____ | COMPANY/ CORP. FEDERAL TAX ID _____ |

Final Approved Savings Amount

| Measure Description | kWh | kW | therms | \$ Amount |
|---------------------|-----|------|--------|-----------|
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| | 0.0 | 0.00 | 0.0 | |
| Sub-Total | 0.0 | 0.00 | 0.0 | \$0.00 |
| Adjustments | | | | \$0.00 |
| Grand Total | | | | \$0.00 |

Project Cost & Incentive

| Description | \$ Amount |
|------------------------|---------------|
| Total Project Costs | \$0.00 |
| Total Gross Incentive | \$0.00 |
| Project Cost Cap* | \$0.00 |
| M&V Project Cost Adder | \$0.00 |
| Total | \$0.00 |

* If Incentive exceeds 50% of total project costs for Early Retirement or Retrofit Add-On measures, a project cost cap will be applied. A project cost cap will also be applied if the Incentive exceeds 100% of incremental measure cost for Replace on Burnout, Normal Replacement and New Load measures.

Note: This page contains confidential information pursuant to PU Code Section 583 and GO 66-C.

Energy Efficiency Business Incentive TERMS AND CONDITIONS:

This Energy Efficiency Business Incentive ("Agreement") is entered into by and between San Diego Gas & Electric Company ("SDG&E") and _____ (the "Project Sponsor"). SDG&E and Project Sponsor may be individually referred to as a "Party" and collectively as the "Parties."

1.0 PROJECT DESCRIPTION This Agreement is limited to the 2013-2016 Energy Efficiency Business Incentive Project(s)

("Project(s)") described on the 2013-2016 Energy Efficiency Business Incentive Program ("Program") Application executed by Project Sponsor and all forms attached thereto ("Application") and incorporated by reference into this Agreement. As stated in the Application, SDG&E shall pay Project Sponsor, or such other party properly authorized to receive payment, incentives in accordance with the terms and conditions of this Agreement.

2.0 DOCUMENTS INCORPORATED BY REFERENCE The following documents are hereby incorporated by reference and made part of this Agreement:

- 1) The Application,
- 2) Measurement & Verification Plan
- 3) SDG&E acceptance letter(s) or email(s) of the energy saving measures proposed in the Application, and
- 4) The Statewide Customized Offering Procedures Manual for Business ("Program Manual") for the applicable Program year.

3.0 ELIGIBILITY Program funding is limited and is available on a first-come, first-served basis until program funds are no longer available, or December 2, 2016, whichever comes first. Funds will be reserved only upon execution of this Agreement by both parties. Projects must meet the following requirements to be eligible for payment of Program incentives ("Incentive(s)"):

- 1) Project Site must be a nonresidential facility located within SDG&E's service territory;
- 2) Customer must pay the Public Purpose Program ("PPP") surcharge, Public Goods Charge ("PGC") surcharge or the Gas Demand Side Management ("DSM") surcharge, within SDG&E's service territory, on the gas or electric meter on which the energy efficiency measure listed in the Final Approved Savings Amount table above is installed throughout the Term of this Agreement;
- 3) Projects must be evaluated using the Calculated Approach and/or Measurement and Verification ("M&V"). If M&V please refer to the M&V Plan Template;
- 4) Projects must exceed the Title 24 energy efficiency requirements set by the California Energy Commission ("CEC") applicable at the time this Agreement is signed or current industry standards using SDG&E-approved project baselines if Title 24 standards are not available;
- 5) Projects must meet all other Program requirements, terms and conditions; and
- 6) Project Sponsor and Customer must not receive any funds from any other program (energy efficiency or otherwise) funded by the PPP surcharge, PGC surcharge or the DSM surcharge, the CEC or the CPUC for the Project or any measure applied for herein. Project Sponsor represents and warrants that neither Project Sponsor nor Customer has received or will receive any funds from any other program funded by the PPP surcharge, PGC surcharge or the DSM surcharge, the CEC or the CPUC for the Project or any measure applied for herein.

4.0 SUBMITTAL REQUIREMENTS FOR PAYMENT Project Sponsor shall submit to SDG&E the documents described below prior to being eligible for payment of any Incentives. Required documents include the following:

- 1) This completed and executed Agreement;
- 2) Complete engineering calculations to demonstrate energy savings and documentation, if applicable (including archival files, if applicable);
- 3) Schematic drawings and/or manufacturer specification sheets, if applicable;
- 4) Invoices and/or documentation to support measure costs. Such documents must comply with SDG&E's EEBI Invoicing Guidelines;
- 5) Project Installation Report;
- 6) Operating Report, if M&V is required; and
- 7) Any other documents related to the Project, Project Site, measures, energy savings or otherwise requested by SDG&E, in its sole discretion.

5.0 INSPECTIONS Project Sponsor is solely responsible for ensuring that SDG&E has reasonable access for all inspections required under the Program, including, but not limited to, the following: (1) pre-installation equipment inspection to examine the existing/baseline equipment and to check the accuracy of Project Sponsor's equipment survey; (2) post-installation equipment inspection to check installed equipment and to verify accuracy of Project Sponsor's equipment survey; and (3) inspection for any other reason that SDG&E, in its sole discretion, deems necessary.

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6.0 REVIEW AND DISCLAIMER SDG&E'S AND/OR ITS CONSULTANTS' REVIEW OF THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF THE PROJECT OR ENERGY EFFICIENCY MEASURES ("EEMs") SHALL NOT CONSTITUTE ANY REPRESENTATION AS TO THE ECONOMIC OR TECHNICAL FEASIBILITY, OPERATIONAL CAPABILITY, OR RELIABILITY OF THE PROJECT OR EEMs, NOR SHALL PROJECT SPONSOR, IN ANY WAY, MAKE SUCH A REPRESENTATION TO A THIRD PARTY. PROJECT SPONSOR IS SOLELY RESPONSIBLE FOR THE ECONOMIC AND TECHNICAL FEASIBILITY, CONSTRUCTION, OPERATIONAL CAPABILITY AND RELIABILITY OF PROJECT SPONSOR'S PROJECT AND EEMs. SDG&E MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE PROJECT, THE PROGRAM, OR THE INCENTIVES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, USE OR APPLICATION AND SPECIFICALLY DISCLAIMS ANY SUCH WARRANTY, EXPRESS OR IMPLIED.

7.0 PAYMENTS & INSTALLATION Payments of Incentives will be made only after all Program requirements are met by Project Sponsor to SDG&E's sole satisfaction. Customer may authorize payment of the Incentives to Project Sponsor. The Customer may also be the Project Sponsor. Such authorization is strictly between Customer and Project Sponsor and may be revoked or modified at any time by the Customer by providing written notification to SDG&E specifying the change. Should a dispute arise regarding the authorization, the most recently dated written communication or authorization shall govern.

7.1 SDG&E retains sole discretion to determine the appropriate baseline values and energy savings calculations used to determine Incentive payments. Incentives shall only be paid on Projects that exceed Title 24 standards applicable when this Agreement is signed or industry standards in the absence of Title 24 standards. SDG&E reserves the right to modify or cancel the Incentive amount if the actual measure installed differs from the measure described in Project Sponsor's approved Application(s).

7.2 The total Incentive payment shall not exceed the total Incentive amount listed in the Project Cost & Incentive table in this Agreement. Per section 1.8 of the Program Manual, SDG&E may, in its sole discretion, opt to adjust the Incentive amount above in this Agreement consistent with the criteria in the Program Manual and subject to funding availability. The incentive shall be capped based on the Measure Classification as described in Section 1.4.3 of the Program Manual. Replace on Burnout and New Load measures shall be capped at 100% of the incremental measure cost. Early Retirement and Retrofit Add On measures shall be capped at 50% of full measure cost. In addition, no Incentive shall make up more than the Customer Project Site Cap, which for the 2013-2015 Energy Efficiency Business Incentive Budget as filed in the Application of San Diego Gas & Electric Company (U-902-M) for Approval of Electric and Natural Gas Energy Efficiency Programs and Budget for Year 2013-2014 is 15% of the total Budget or One Million Dollars (\$1,000,000), whichever is greater. SDG&E reserves the right to change the Customer Project Site Cap or the Incentive payment restrictions for the 2015 Program without further notice.

7.3 The total Incentive payment is based on the calculated energy savings derived from the actual use of electricity and/or gas provided by SDG&E. Electricity and/or gas provided by any party other than SDG&E, including, but not limited to, cogeneration or deliveries from another commodity supplier, do not qualify (with the exception of Direct Access customers or customers paying departing load fees for which SDG&E collects the PPP surcharge, the PGC surcharge and/or the DSM surcharge).

7.4 SDG&E will make the applicable Incentive payment to the designated payee, in one (1) or more installments, only after all required and/or requested documents have been submitted to and approved by SDG&E and the appropriate inspection(s) of the Project or Project Site have been completed to SDG&E's satisfaction.

7.5 All Projects and/or measures must be installed and fully operational by the installation completion date included in the Agreement or at a minimum by one (1) year from approval date to be eligible for Incentive payments, and in no event later than February 10, 2017. SDG&E reserves the right to cease making Incentive payments, require the return of Incentive payments and/or terminate this Agreement if the Project(s) is not installed and fully operational one (1) year from the approval date, unless an extension is granted by SDG&E, at its sole discretion, or if the CPUC does not approve the 2016 Program, or fails to fund the 2016 Program with funds necessary to pay the Incentive.

8.0 BONUS ELIGIBILITY & PAYMENT DESIGNATION Program participants that submit an application between March 1, 2013 and December 2, 2016 are eligible for a 20% bonus based on the value of each qualifying Incentive or Rebate. An Incentive/Rebate qualifies for a bonus when either A) the program participant has received at least three Incentives/Rebate in three separate categories (see Table 1) or B) two Incentives/Rebates in two separate categories plus new enrollment in either a Demand Response Program or SDG&E's Retrocommissioning program (see Table 1). Additionally, each individual qualifying Incentive/Rebate payment must equal at least 10% of the total Incentive/Rebate payment. Unlike the Incentive/Rebate payment, the bonus will be issued to the customer of record directly.

Table 1. Comprehensive Bonus Categories

| Measure Type | Categories | Minimum Contribution |
|--------------|---|----------------------------------|
| Electric | Lighting | 10% of Total Incentive or Rebate |
| | HVAC | 10% of Total Incentive or Rebate |
| | SmartControls | 10% of Total Incentive or Rebate |
| | Building Envelope | 10% of Total Incentive or Rebate |
| | Refrigeration | 10% of Total Incentive or Rebate |
| | Process | 10% of Total Incentive or Rebate |
| Programs | New Participation in SDG&E's Retrocommissioning Program | Participation |
| | New Enrollment in Demand Response Programs | Enrollment |
| Natural Gas | Hot Water / Steam | 10% of Total Incentive or Rebate |
| | Heat Recovery | 10% of Total Incentive or Rebate |
| | Process Heat | 10% of Total Incentive or Rebate |

*Excludes Clean Generation, Peak Generation and Peak Time Rebate.

9.0 PAYMENT DISQUALIFICATION Any Incentives received by Project Sponsor shall be repaid to SDG&E, in whole or in part, as follows:

9.1 If Customer fails to pay the PPP surcharge, the PGC surcharge or the DSM surcharge at any time during the Term of this Agreement, Project Sponsor shall refund to SDG&E any prorated amount of the Incentive dollars that SDG&E determines must be repaid, in its sole discretion, based on the energy savings that occurred during the payment of the PPP surcharge, the PGC surcharge or the DSM surcharge.

9.2 If (1) Project Sponsor does not provide SDG&E with 100% of the related benefits specified in the Application for a period of five (5) years from the Project Installation Report approval date, or (2) the energy benefit to SDG&E ceases in any way during the five (5) year period from the Project Installation Report approval date, including, but not limited to, Customer and/or the Project Site ceasing to receive electricity and/or gas service from SDG&E, the measure, equipment and/or Project ceasing to function, or Customer ceasing the use of the equipment, measure or Project Site, Project Sponsor shall refund to SDG&E any prorated amount of the Incentive dollars that SDG&E determines must be repaid, in its sole discretion, based on the actual period of time for which Customer provided the energy benefit.

9.3 Project Sponsor shall repay any amounts due to SDG&E within thirty (30) calendar days of notification by SDG&E that repayment is required in accordance with Sections 9.1 and 9.2 above. SDG&E shall be entitled to offset against payments owed to Project Sponsor any amount due to SDG&E that remains unpaid forty (40) calendar days after SDG&E'S written demand for payment.

10.0 TERM AND TERMINATION The term of this Agreement shall commence on the last date that a Party executes this Agreement and shall terminate no later than five (5) years from the Project Installation Report approval date, unless terminated earlier pursuant to this Agreement ("Term").

11.0 ASSIGNMENT Project Sponsor consents to SDG&E's assignment of all of SDG&E's rights, duties and obligations under this Agreement to the CPUC and/or its designee. Such assignment shall relieve SDG&E of all rights, duties and obligations arising under this Agreement. Other than SDG&E's assignment to the CPUC or its designee, neither Party shall assign its rights or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Any such assignment or delegation without written consent shall be null and void. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, Project Sponsor is obligated to provide additional information if requested by SDG&E.

12.0 PERMITS AND LICENSES Project Sponsor, at its own expense, shall obtain and maintain and cause its contractors and/or subcontractors to obtain and maintain all licenses and permits required by any federal, state, local, or other governing or regulatory bodies with jurisdiction over the work. Any failure by Project Sponsor or its contractors and/or subcontractors to maintain necessary licenses and permits constitutes a material breach of Project Sponsor's obligations under this Agreement.

13.0 ADVERTISING, MARKETING AND USE OF SDG&E'S NAME Project Sponsor shall not use SDG&E's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including to solicit customers to participate in the Project, without SDG&E's prior written consent. Project Sponsor shall make no representations to its customers on behalf of SDG&E.

14.0 INDEMNIFICATION Project Sponsor shall indemnify, defend and hold harmless, and release SDG&E, its affiliates, subsidiaries, parent companies, officers, directors, agents and employees, 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: (i) injury to or death of persons, including, but not limited to, employees of SDG&E or Project Sponsor; (ii) injury to property or other interests of SDG&E, Project Sponsor, or any third party; (iii) violation of local, state, or federal common law, statute, or regulation, including, but not limited to, environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Project Sponsor's performance of, or failure to perform, this Agreement, however caused, regardless of any strict liability or negligence of SDG&E whether active or passive, excepting only such loss, damage, cost, expense, liability, strict liability, or violation of law or regulation that is caused by the sole negligence or willful misconduct of SDG&E, its officers, managers or employees.

14.1 Project Sponsor acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Agreement are expressly within the scope of this indemnity without exclusion, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.

14.2 Project Sponsor shall, on SDG&E's request, defend any action, claim or suit asserting a claim that may be covered by this indemnity. Project Sponsor shall pay all costs and expenses that may be incurred by SDG&E in enforcing this indemnity, including reasonable attorney's fees. This indemnity shall survive the termination of this Agreement for any reason.

14.3 If this Agreement is assigned pursuant to Section 11.0, Project Sponsor agrees that this indemnification shall continue to apply to SDG&E and shall apply to the assignee.

14.4 Notwithstanding the foregoing, if Customer is a federal governmental authority or agency, each party's liability to the other for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be determined in accordance with applicable law.

15.0 LIMITATION OF LIABILITY SDG&E shall not be liable for any special, incidental, indirect, or consequential damages arising out of or in connection with the Project, the Program or this Agreement, including without limitation, loss of profits, loss of business, loss of goodwill, loss of use of systems or equipment, or commitments to subcontractors, whether or not such damages were reasonably foreseeable at the time of contracting. In addition, SDG&E's total liability arising out of or in connection with the Project, the Program or this Agreement shall be limited to the amount of the Incentive paid to Project Sponsor.

16.0 WRITTEN NOTICE Any written notice, demand or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person or sent by facsimile, email, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by SDG&E.

| SDGE | |
|-------------------|--------------------------------|
| Program Manager | Ernie Rincon |
| Utility | SDG&E |
| Address | 8335 Century Park Court, CP12C |
| City, State, Zip | San Diego, CA 92123 |
| Email | businessenergysavings@sdge.com |
| Fax # (facsimile) | (619) 819-4206 |
| Project Sponsor | |
| Name | 0 |
| Company | 0 |
| Address | 0 |
| City, State, Zip | 0 |
| Fax # (facsimile) | 0 |

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m., or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile or email, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

Note: This page contains confidential information pursuant to PU Code Section 583 and GO 66-C.

17.0 CONFLICTS BETWEEN TERMS Should a conflict exist between this Agreement and the documents incorporated by reference, this Agreement shall control. Should a conflict exist in the documents incorporated by reference, the documents shall control in the following order: 1) Program Manual; 2) SDG&E acceptance letter(s) and incentive estimate(s) based on EEMs as approved in the Application(s); and 3) Project Sponsor's approved Application(s). Should a conflict exist between an applicable federal, state, or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the documents incorporated by reference, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any conflict or inconsistency concerning this Agreement.

18.0 MISCELLANEOUS This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement and understanding between the Parties as to the subject matter of this Agreement and supersedes all prior agreements, representations, writings and discussions between the Parties, whether oral or written, with respect to the subject matter hereof. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by SDG&E's representative authorized to execute the Agreement.

19.0 RELEASE OF INFORMATION If the CPUC requests review of your project, SDG&E will provide the CPUC with all of the information requested without further notification to you. If you refuse to allow the CPUC, its staff or its contractors and/or consultants to have access to your data, you will not be allowed to participate, and you will be ineligible to receive any program incentives. In the event your project is selected for review, SDG&E will mark your data as confidential before submitting your files to the CPUC in accordance with California Public Utilities Code Section 583 and CPUC General Order 66-C.

I understand that I must follow applicable permitting requirements in the installation of this project, and if I use a contractor, such contractor must hold the appropriate license(s) for the work performed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

| | Utility | Project Sponsor |
|-----------------|--|-----------------|
| By: | | |
| Title: | Energy Efficiency Non-Residential Programs Manager | |
| Company: | SDG&E | |
| Printed: | Michelle Costello | |
| Date: | | |

By signing below, I acknowledge that I have read and fully understand the terms of this agreement and agree to be bound by its terms.

| | Customer |
|-----------------|----------|
| By: | |
| Title: | |
| Company: | |
| Printed: | |
| Date: | |

NOTE: Agreement is to be reviewed and signed by an authorized representative of the Project Sponsor and by the Customer. The Agreement should then be returned to SDG&E. Upon receipt, SDG&E will send an email authorizing work on the project (Purchase or installation of equipment may not occur prior to receipt of the Notice to Proceed email). SDG&E will then execute the Agreement and send a copy to the Project Sponsor.

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* The California Public Utilities Commission has not yet approved final programs and program requirements for program year 2016. In the event the Commission does make program changes that impact this project, SDG&E has the right to require project changes to conform to the new Commission requirements. If these changes are not made, this project may not qualify for incentives. SDG&E has the right to terminate this program at any time without prior notice. SDG&E is not liable for any participant's reliance upon funding from the Commission for the 2016 program year.