



PROGRAM ADDENDUM TO THE AMENDED AND RESTATED TEXAS ENERGY EFFICIENCY MARKET AGREEMENT

This Program Addendum ("Program Addendum") is made by the undersigned pursuant to the Amended and Restated Texas Energy Efficiency Market Agreement (the "Agreement") dated as of (Umbrella Agreement approval date auto fill from EEPM), by and between Oncor Electric Delivery Company LLC ("Company"), a Delaware limited liability company, and (auto fill from EEPM) (hereinafter "Participant").

WHEREAS, Company has developed a demand-side Commercial Standard Offer Program (the "Program") for its commercial customer classes as part of Company's TEEM Program (as defined in the Agreement); and

WHEREAS, the Program seeks to procure energy and peak demand savings through the installation and operation of energy efficiency measures at commercial customer sites; and

WHEREAS, Participant has developed a plan for participation in the Program through a set of proposed energy efficiency measures that will produce consistent and predictable energy and peak demand savings.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Company's Commercial Standard Offer Program Manual (the "Manual"), including all terms and conditions therein, is incorporated into this Program Addendum in its entirety. Undefined capitalized terms used herein have the meanings given them in the Manual. Any references in the Manual to "Service Provider" shall refer to Participant.
2. Participant understands and agrees to be bound by the Manual. Participant further understands and agrees that the Manual is subject to change from time to time, at the sole discretion of Company.
3. Participant understands and agrees that it shall only be allowed to participate in the Program during the period of time in which the Agreement and the Manual are in effect.
4. Participant understands and agrees that as a condition to participating in the Program, Participant must submit an application ("Application") each year in accordance with the requirements set forth in the Manual.
5. The TEEM Projects (as defined in the Agreement) shall consist of Participant's participation in the Program pursuant to the Manual and an Application for such TEEM Projects that has been approved by Company. Participant shall complete the TEEM Projects in accordance with the Manual and such Application. Available incentives/fees for the TEEM Projects and terms governing the payment of such incentives/fees shall be set forth in the Manual; provided, however, that Company may, in its sole discretion, condition its approval of an Application based on incentives/fees that differ from that set forth in the Manual ("Replacement Incentives"). Any Replacement Incentives and terms governing the payment of such Replacement Incentives shall be set forth in a writing executed by both Company and Participant prior to commencement of the TEEM Projects. Replacement Incentives will supersede any incentives/fees set forth in the Manual.
6. The term of this Program Addendum shall commence on the date of execution by Company (the "Commencement Date") and, unless otherwise terminated as set forth in the Agreement, shall continue in force and effect until Company's payment of any applicable incentives/fees payable in accordance with Section 5 of this Program Addendum upon Participant's completion of the TEEM Projects.
7. In the event Company provides Participant with a notice of termination, Participant will finish any Project already commenced which cannot be discontinued without breaching the Host Customer Agreement. Company will have no obligations with respect to any contractual obligations entered into between Host Customer and Participant after Participant's receipt of Company's notice of termination.
8. Participant understands and agrees that any TEEM Projects must be completed in accordance with the terms and conditions set forth in the Manual. Company shall have no obligation to make any payments with respect to any TEEM Projects or portions of TEEM Projects that are not completed in compliance with the Manual. In the event Company makes any payment with respect to a TEEM Project or portion of a TEEM Project that Company later determines was not completed in compliance with the Manual, Participant agrees to reimburse Company for the amount of such payment.
9. In the event a TEEM Project is terminated prior to completion, Company's only liability will be to pay Participant the unpaid balance due Participant for that portion of the TEEM Project commenced and which cannot be discontinued without breaching the Host Customer Agreement; notwithstanding the foregoing, however, Company shall not be required to pay Participant for any portion of a TEEM Project that Company determines was not completed in compliance with the terms and conditions set forth in the Manual.

10. The parties understand and agree that this Program Addendum shall be incorporated into, and shall become a part of, the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Program Addendum to be executed by their duly authorized representatives. By execution of this Program Addendum, each party reaffirms the binding nature of the Amended and Restated Texas Energy Efficiency Market Agreement (the "Agreement") and represents and warrants that the Agreement was duly and properly executed by an authorized individual on behalf of such party.

ONCOR ELECTRIC DELIVERY COMPANY LLC

SERVICE PROVIDER NAME

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Note: Attach signed document under Project Attachment tab in EEPM.