

SHARYLAND UTILITIES, L.P.
2013 COMMERCIAL STANDARD OFFER PROGRAM

INITIAL APPLICATION AGREEMENT

This Initial Application Agreement is made and entered into by and between Sharyland Utilities L.P., a Texas limited partnership (hereinafter referred to as “Sharyland”) and _____, (hereinafter referred to as “Project Sponsor”), collectively referred to as “the Parties”.

The Parties agree as follows:

Project Sponsor represents and warrants that all information submitted as part of the Initial Application for the _____ Project, attached hereto and incorporated herein as Exhibit A, is true and correct to the best of Project Sponsor’s knowledge.

Project Sponsor agrees and understands that the incentive funds estimated in the Project Sponsor’s Initial Application are not reserved until Sharyland has received all information required under the Program guidelines, and has approved the Initial Application.

Project Sponsor agrees that if it does not submit a complete Final Application within 45 days of Sharyland’s approval of the Initial Application for lighting only projects or within 90 days of Sharyland’s approval of the Initial Application for all other projects, then Sharyland will cancel the Initial Application, and release the Project reserved incentive funds. Project Sponsor further agrees that if Sharyland finds that the Final Application fails to meet the Commercial Standard Offer Program requirements, Sharyland will cancel the Initial Application, reject the Final Application, and release the reserved incentive funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SHARYLAND UTILITIES, L.P.

PROJECT SPONSOR

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

EXHIBIT A
INITIAL APPLICATION