

## NONPROFIT ENERGY MAKEOVER RULES AND PROCEDURES

Sustainable Energy Fund is pleased to announce its Sponsorship of a unique opportunity for Pennsylvania nonprofit corporations, known as the Nonprofit Energy Makeover (“Makeover”). The opportunity to be eligible for the Makeover is open to Pennsylvania nonprofit corporations located in the 29 county PPL Electric Utilities service territory. The Procedures and Rules applicable to the Makeover are set forth below.

### MAKEOVER PROCEDURES AND RULES

1. Makeover Sponsorship. The sponsor of the Makeover is Sustainable Energy Fund (“SEF”, also referred to as the “Sponsor”). The Sponsor shall have the sole and exclusive right to make all decisions and interpretations regarding the Procedures and Rules for the Makeover, including, without limitation, the Pre Screening Procedures, qualification of Eligible Applicants and the disqualification of Applicants, if warranted, criteria for evaluating Submissions (defined below), and selecting the Makeover winner. There will be only one Makeover winner. The Sponsor reserves the right to reject all Submissions and terminate the Makeover if, in its sole judgement, the Submissions do not satisfy the criteria developed for its evaluation.

2. Makeover Award. The award for the winning Submission will be a building energy makeover having an aggregate cost of up to, but not exceeding, One Hundred Thousand Dollars (\$100,000.00). Subject to the Sponsor’s right to reject all Submissions and terminate the Makeover, there will be one nonprofit corporation awarded the Makeover. The Sponsor reserves the right to determine the actual amount of the Award based on criteria developed by the Sponsor.

3. Eligibility Requirements. In order to be eligible to enter the Makeover: (a) each nonprofit (the “Applicant”), shall (a) be a qualified Section 501(c)(3) nonprofit corporation and provide documentation confirming the approval of its Board of Directors to its participation in the Makeover process, (b) follow the Registration Procedure set forth below, (c) be a Pennsylvania nonprofit corporation located in the 29 county PPL Electric Utilities service territory, and (d) make a submission which provides all requested information and describes in adequate detail the ownership and current energy circumstances of the Applicant’s facility (collectively, the “Submission”). In the event an Applicant does not own the facility to which the Makeover would apply or such facility is subject to a mortgage, other encumbrance or third party rights, the Sponsor reserves the right to require that the Applicant receives written consent of all third parties to the Makeover if the Applicant is the winner. Employees and Board Members of Sponsor and their immediate family members (spouse and children), and entities in which any of the foregoing are directors, officers, employees or have business affiliations, are not eligible to be Applicants and may not enter the Makeover.

4. Makeover Registration Procedure. The Makeover Registration Period will open on September 4, 2014 (“Registration Commencement”), and will end at 11:59, pm (prevailing time) on January 1, 2025, (the “Registration Closing Time”). Promptly following the Registration Closing Time, the Sponsor shall announce the identity of the eligible Applicants (an “Eligible Participant”) and provide notification to the Eligible Participants (the “Notification Date”). Submissions should be mailed or delivered to

Sustainable Energy Fund  
4250 Independence Dr. Ste. 100 Schnecksville, PA 18078

Please do not submit any original work as none of the documents, drawings and/or work papers submitted will be returned.

5. Makeover Duration. Beginning on the Notification Date and continuing through, but ending on August 15, 2025 (the “Makeover Evaluation Period”), an Eligible Participant must participate in prescreening and energy audits as determined by the Judges.

6. Effect of Registration Process. Each Applicant who completes the Registration Process shall be deemed to have agreed to, and shall be bound by, the Procedures and Rules established by the Sponsor. The Sponsor reserves the right to alter, amend, eliminate or otherwise modify the Procedures and Rules as it shall decide to be necessary, in its

sole discretion. In addition, by completing the Registration Process each Applicant acknowledges and agrees that it will be providing the Sponsor with business information. Upon receipt of an Applicant's Submission material in whatever medium delivered in manner set forth in Paragraph 4 above, all such material shall become the property of the Sponsor and will NOT be returned to the Applicant. Accordingly, each Applicant is directed to deliver copies only and not original work product material of any type. The Sponsor will use the Non Disclosure Agreement from the Application process as its effort to provide non disclosure protection of the information contained with each Submission.

7. Judging. The Sponsor shall have the sole right to determine the persons who will evaluate the Submissions in the Pre Screening Phase during the Makeover Evaluation Period, and those who will evaluate the Submissions that become finalists. The criteria and standards to be applied shall be established by the Judges, in their sole and exclusive discretion, and all Applicants consent to the exercise of such discretion.

8. Publicity. By completing the Registration Process and accepting the Award, the Makeover winner (the "Winner") agrees to provide reasonable cooperation with the Sponsor for photographs and comments, and grants permission to the Sponsor to publicize the Makeover, the Award, and the identity and images of the Winner, including taking, using and placing photographs and comments in various industry publications, general news programs, promotional material and other media and methods of dissemination as the Sponsor shall reasonably determine.

9. No Liability. By completing the Registration Process and tendering a Submission, each Applicant waives and release the Sponsor, their respective officers, directors, employees, agents and the Judges, their heirs, successor and assigns, from any and all claims, demands, actions, causes of action, losses, damages, judgments, verdicts, liabilities and obligations whatsoever and howsoever arising, under or in any way related to or in respect of the Makeover, whether in contract, tort, equity or otherwise, and whether such liabilities and obligations are known or unknown, reported or unreported, and whether arisen in the part, currently existing, or arising in the future.

10. Makeover Award Disbursement. Sponsor shall make one or more periodic distributions of the Makeover Award in accordance with a process and procedure Sponsor establishes based on the circumstances of the Winner and scope of the Makeover. In consultation with the Winner the Sponsor shall select and engage one or more contractors as are necessary to complete the Makeover, and shall be responsible to manage and supervise the work of all contractors, and completion of the Makeover in compliance with the Makeover Award. Neither the Sponsor nor any judges used by Sponsor in evaluating either the Submissions, the Pre Screening Phase or in determining the Award Winner shall have any liability or responsibility to the Winner in connection with the installation of the Makeover or energy efficiencies or savings projected in connection with the Makeover or the judging activities. Sponsor and the Winner shall enter into an agreement to further memorialize the terms and conditions applicable to the Makeover, including without limitation, the allocation of responsibilities among the parties involved in the Makeover.

11. Maintenance and Upkeep Responsibility: The Winner shall bear full responsibility for any and all maintenance, repair, and upkeep of the equipment following the completion of the makeover installations. The Sponsor shall have no obligation or liability for the maintenance or upkeep of the equipment once the installations are finalized.