

FIRST AMENDMENT

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO THE CALIFORNIA ENERGY EFFICIENCY STRATEGIC PLAN IMPLEMENTATION CONTRACT dated September 20, 2011 (the "Contract") is effective as of November 1, 2012 (the "First Amendment Effective Date") by and among SOUTHERN CALIFORNIA EDISON COMPANY ("SCE") AND THE COUNTY OF SANTA BARBARA ("Implementer"). Terms not otherwise defined herein shall have the meaning ascribed to them in the Contract.

RECITALS

WHEREAS, the Parties previously executed the Contract for purposes of implementing the 2010-2012 COUNTY OF SANTA BARBARA STRATEGIC PLAN ACTIVITIES PROGRAM PHASE 2 (hereinafter referred to as the "2010-2012 Program");

WHEREAS, on May 18, 2012, the Commission issued a Decision Providing Guidance on 2013-2014 Energy Efficiency Portfolios and 2013-2014 Marketing, Education, and Outreach ("Final Guidance Decision") guiding the Utilities to continue the Energy Efficiency Partnership Programs, which included Strategic Plan Activities, through a two year 2013-2014 transition period (hereinafter referred to as the "2013-2014 Program");

WHEREAS, on July 2, 2012, SCE submitted its respective application ("2013-2014 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2013 through 2014, which included the 2013-2014 Program, a continuation of the 2010-12 Program;

WHEREAS, contingent on the adoption by the Commission of a final decision approving the SCE's 2013-2014 Application as submitted ("Final Decision"), the Parties desire to extend the Contract through 2014 under the terms and conditions set forth in the Contract, except as otherwise provided in this First Amendment;

WHEREAS, prior to the Final Decision, the Commission may issue a decision to provide bridge funding for the 2013-2014 Program ("Bridge Funding Decision"); and

WHEREAS, the Parties desire to further amend the Contract as necessary to update the Contract as required to reflect the extended 2013-2014 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Except as provided herein, and to the extent applicable, any reference in the Agreement to the "2010-2012 Program" shall hereby include both the 2010-2012 Program and the 2013-2014 Program.
2. Section 18 of the Contract is hereby deleted and replaced with the following:

18. TIME IS OF THE ESSENCE

18.1 Implementer hereby acknowledges that time is of the essence in performing their obligations under this Contract. Failure to comply with milestones and goals stated in this Contract, including, but not limited to those set forth in Exhibit A of this Contract, may constitute a

material breach of this Contract, resulting in its termination, payments being withheld, Implementer Budgets being reduced or adjusted, funding redirected to SCE to other programs or partners, or other Program modifications as determined by SCE or as directed by the Commission. All Work must be performed and completed by December 31, 2012, unless such date is extended pursuant to Section 18.2 or 18.3.

18.2 Contingent on the Commission issuing a Bridge Funding Decision, the date upon which all Work must be performed and completed shall be extended to such date as provided in the Bridge Funding Decision.

18.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the date upon which all Work must be performed and completed shall be extended to December 31, 2014, or such date as provided in the Final Decision.

3. Section 22 of the Agreement is hereby deleted and replaced with the following:

22. TERM

22.1 This Contract shall be effective as of the Effective Date. Unless otherwise terminated in accordance with the provisions of Section 23 below or extended pursuant to Section 22.2 or 22.3, this Contract shall expire at midnight on March 31, 2013; provided however, that all Work and services shall be completed by the dates specified in the Statement of Work.

22.2 Contingent on the Commission issuing a Bridge Funding Decision, the term of this Contract shall be extended to the date provided in the Bridge Funding Decision.

22.3 Contingent on the adoption by the Commission of a Final Decision approving SCE's 2013-2014 Application as filed, or in a form acceptable to SCE in its sole discretion, the term of this Contract shall be extended to midnight on December 31, 2014, or such date as provided in the Final Decision.

4. In Section 24, the contact information for the Implementer and SCE shall be changed as follows:

Implementer: Roy Hapeman
Energy Manager,
County of Santa Barbara
105 E. Anapamu Street. Room 108
Santa Barbara, CA. 93101

SCE: Pascal Okpo
1515 Walnut Grove Avenue
Rosemead, CA 91770

5. General. From and after the First Amendment Effective Date, any reference to the Contract contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Contract, as amended by this First Amendment. In the event of any conflict between the Contract and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Contract shall remain unchanged and in full force and effect. Each

party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, through their duly authorized representatives, have executed this First Amendment as of the First Amendment Effective Date by.

IMPLEMENTER:

COUNTY OF SANTA BARBARA

By: Chandra L. Wallar
Title: County Executive Officer
Date:

SCE:
SOUTHERN CALIFORNIA EDISON

By: Erwin Furukawa
Title: Senior Vice President,
Customer Service
Date: