

Application to Commit Energy
Efficiency/Peak Demand
Reduction Programs
(Mercantile Customers Only)

Case No.: ____-EL-EEC

Mercantile Customer: Asset Ohio 4th Street

Electric Utility: **Duke Energy**

Program Title or

Description: Chiller Tune-up

Rule 4901:1-39-05(F), Ohio Administrative Code (O.A.C.), permits a mercantile customer to file, either individually or jointly with an electric utility, an application to commit the customer's existing demand reduction, demand response, and energy efficiency programs for integration with the electric utility's programs. The following application form is to be used by mercantile customers, either individually or jointly with their electric utility, to apply for commitment of such programs in accordance with the Commission's pilot program established in Case No. 10-834-EL-POR

Completed applications requesting the cash rebate reasonable arrangement option (Option 1) in lieu of an exemption from the electric utility's energy efficiency and demand reduction (EEDR) rider will be automatically approved on the sixty-first calendar day after filing, unless the Commission, or an attorney examiner, suspends or denies the application prior to that time. Completed applications requesting the exemption from the EEDR rider (Option 2) will also qualify for the 60-day automatic approval so long as the exemption period does not exceed 24 months. Rider exemptions for periods of more than 24 months will be reviewed by the Commission Staff and are only approved up the issuance of a Commission order.

Complete a separate application for each customer program. Projects undertaken by a customer as a single program at a single location or at various locations within the same service territory should be submitted together as a single program filing, when possible. Check all boxes that are applicable to your program. For each box checked, be sure to complete all subparts of the question, and provide all requested additional information. Submittal of incomplete applications may result in a suspension of the automatic approval process or denial of the application.

Any confidential or trade secret information may be submitted to Staff on disc or via email at <u>ee-pdr@puc.state.oh.us</u>.

Section 1: Mercantile Customer Information

Name: Asset Ohio 4th Street

Principal address: 201 East 4th Street, Cincinnati, Ohio 45202

Address of facility for which this energy efficiency program applies:

201 East 4th Street, Cincinnati, Ohio 45202

Name and telephone number for responses to questions:

Grady Reid, Jr. 513-287-1038

Electricity use by the customer (check the box(es) that apply):

- ✓ The customer uses more than seven hundred thousand kilowatt hours per year at the above facility. (See Attachment 1 Appendix 1)
- ☐ The customer is part of a national account involving multiple facilities in one or more states. (Please attach documentation.)

Section 2: Application Information

- A) The customer is filing this application (choose which applies):
 - □ Individually, without electric utility participation.
 - ✓ Jointly with the electric utility.
- B) The electric utility is:
- C) The customer is offering to commit (check any that apply):
 - □ Energy savings from the customer's energy efficiency program. (Complete Sections 3, 5, 6, and 7.)
 - □ Capacity savings from the customer's demand response/demand reduction program. (Complete Sections 4, 5, 6, and 7.)
 - ✓ Both the energy savings and the capacity savings from the customer's energy efficiency program. (Complete all sections of the Application.)

Section 3: Energy Efficiency Programs

		customer's energy efficiency program involves (check those that apply):			
		Early replacement of fully functioning equipment with new equipment. (Provide the date on which the customer replaced fully functioning equipment, and the date on which the customer would have replaced such equipment if it had not been replaced early. Please include a brief explanation for how the customer determined this future replacement date (or, if not known, please explain why this is not known)).			
		Installation of new equipment to replace equipment that needed to be replaced The customer installed new equipment on the following date(s):			
		Installation of new equipment for new construction or facility expansion. The customer installed new equipment on the following date(s):			
	✓	Behavioral or operational improvement.			
B)	Eno				
,	Eriei	rgy savings achieved/to be achieved by the energy efficiency program:			
,		If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:			
,		If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)].			
	1)	If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below:			
	1)	If you checked the box indicating that the project involves the early replacement of fully functioning equipment replaced with new equipment, then calculate the annual savings [(kWh used by the original equipment) – (kWh used by new equipment) = (kWh per year saved)]. Please attach your calculations and record the results below: Annual savings:kWh If you checked the box indicating that the customer installed new equipment to replace equipment that needed to be replaced, then calculate the annual savings [(kWh used by less efficient new equipment) – (kWh used by the higher efficiency new equipment) = (kWh per year saved)].			

3)	If you checked the box indicating that the project involves equipment for
	new construction or facility expansion, then calculate the annual savings
	[(kWh used by less efficient new equipment) - (kWh used by higher
	efficiency new equipment) = (kWh per year saved)]. Please attach your
	calculations and record the results below:

Annual	savings:	kWh
	201122001	

Please describe the less efficient new equipment that was rejected in favor of the more efficient new equipment.

4) If you checked the box indicating that the project involves behavioral or operational improvements, provide a description of how the annual savings were determined. Annual savings calculated using deemed energy savings values.

Section 4: Demand Reduction/Demand Response Programs

- A) The customer's program involves (check the one that applies):
 - ✓ Coincident peak-demand savings from the customer's energy efficiency program.
 - Actual peak-demand reduction. (Attach a description and documentation of the peak-demand reduction.)
 - □ Potential peak-demand reduction (check the one that applies):
 - □ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a tariff of a regional transmission organization (RTO) approved by the Federal Energy Regulatory Commission.
 - ☐ The customer's peak-demand reduction program meets the requirements to be counted as a capacity resource under a program that is equivalent to an RTO program, which has been approved by the Public Utilities Commission of Ohio.
- B) On what date did the customer initiate its demand reduction program?

Feb 2008, Feb 2009, Feb 2010 and Feb 2011

C) What is the peak demand reduction achieved or capable of being achieved (show calculations through which this was determined):

31.5 KW (Attachment 1 - Appendix 2)

Section 5: Request for Cash Rebate Reasonable Arrangement (Option 1) or Exemption from Rider (Option 2)

Under this section, check the box that applies and fill in all blanks relating to that choice.

Note: If Option 2 is selected, the application will not qualify for the 60-day automatic approval. All applications, however, will be considered on a timely basis by the Commission.

- A) The customer is applying for:
 - ✓ Option 1: A cash rebate reasonable arrangement.

OR

Option 2: An exemption from the energy efficiency cost recovery mechanism implemented by the electric utility.

OR

- Commitment payment
- B) The value of the option that the customer is seeking is:
 - Option 1: A cash rebate reasonable arrangement, which is the lesser of (show both amounts):
 - A cash rebate of \$12,600.00 (Attachment 1 Appendix 3). (Rebate shall not exceed 50% project cost. Attach documentation showing the methodology used to determine the cash rebate value and calculations showing how this payment amount was determined.)
 - Option 2: An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider.
 - □ An exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for ____ months (not to exceed 24 months). (Attach calculations showing how this time period was determined.)

OR

I	A commitment payment valued at no more than \$ (Attach documentation and calculations showing how this payment amount was determined.)
	OR
	Ongoing exemption from payment of the electric utility's energy efficiency/peak demand reduction rider for an initial period of 24 months because this program is part of the customer's ongoing efficiency program. (Attach documentation that establishes the ongoing nature of the program.) In order to continue the exemption beyond the initial 24 month period, the customer will need to provide a future application establishing additional energy savings and the continuance of the organization's energy efficiency program.)
	Section 6: Cost Effectiveness
The program is cost (choose which applie	effective because it has a benefit/cost ratio greater than 1 using the es):
	Resource Cost (TRC) Test. The calculated TRC value is:nue to Subsection 1, then skip Subsection 2)
2.21(Cost Test (UCT). The calculated UCT value is: Attachment 1 - Appendix 4) (Skip to ction 2.)
Subsection 1: TR	C Test Used (please fill in all blanks).
avoided sı distributio	value of the program is calculated by dividing the value of our upply costs (generation capacity, energy, and any transmission or on) by the sum of our program overhead and installation costs and mental measure costs paid by either the customer or the electric
,	The electric utility's avoided supply costs were
	Our program costs were
,	The incremental measure costs were

Subsection 2: UCT Used (please fill in all blanks).

We calculated the UCT value of our program by dividing the value of our avoided supply costs (capacity and energy) by the costs to our electric utility (including administrative costs and incentives paid or rider exemption costs) to obtain our commitment.

Our avoided supply costs were \$11,025 Attachment 1 - Appendix 5

The utility's program costs were \$1,575 Attachment 1 - Appendix 6

The utility's incentive costs/rebate costs were \$12,600 Attachment 1 - Appendix 3.

Section 7: Additional Information

Please attach the following supporting documentation to this application:

Narrative description of the program including, but not limited to, make, model, and year of any installed and replaced equipment.

A copy of the formal declaration or agreement that commits the program or measure to the electric utility, including:

- 1) any confidentiality requirements associated with the agreement;
- 2) a description of any consequences of noncompliance with the terms of the commitment;
- 3) a description of coordination requirements between the customer and the electric utility with regard to peak demand reduction;
- 4) permission by the customer to the electric utility and Commission staff and consultants to measure and verify energy savings and/or peak-demand reductions resulting from your program; and,
- 5) a commitment by the customer to provide an annual report on your energy savings and electric utility peak-demand reductions achieved.

A description of all methodologies, protocols, and practices used or proposed to be used in measuring and verifying program results. Additionally, identify and explain all deviations from any program measurement and verification guidelines that may be published by the Commission.



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Efficiency/Peak Demand
Reduction Programs
(Mercantile Customers Only)

Case	Case No.:EL-EEC					
State	e of:					
	, Affiant, being duly sw	orn according to law, deposes and says that:				
1.	I am the duly authorized representative of:					
	[insert customer or EDU company name and a	any applicable name(s) doing business as]				
2.	including any exhibits and attachments. Ba	mation contained in the foregoing application, ased upon my examination and inquiry of those obtaining the information contained in the s true, accurate and complete.				
Sign	nature of Affiant & Title					
Swo	orn and subscribed before me thisday o	of,Month/Year				
Sign	nature of official administering oath	Print Name and Title				
Му	commission expires on					

Attachment 1 – Asset Ohio 4th Street

Appendix 1 – Electric History

_		
ASSET OHIO 4TH STREET		
201 4TH E		
CINCINNATI, OH 45202		
Electric Meter # 106019426 - Rate		
DS		
Account # 8900 - 0675 - 02		
Date	Days	Actual KWH
10/21/2011	29	760,578
9/22/2011	30	878,422
8/23/2011	29	953,797
7/25/2011	32	1,049,278
6/23/2011	30	995,115
5/24/2011	29	858,446
4/25/2011	32	919,578
3/24/2011	29	838,118
2/23/2011	29	909,028
1/25/2011	34	1,048,213
12/22/2010	33	967,107
11/19/2010	29	832,695
Total		11,010,375

Appendix 2 – Annual kWh losses and annual KW losses (CHILLER – Tune-ups)

	Annual kWh Gross	Upload	TOTAL Annual	KW Per	Total KW
Measure	with losses	Amount	kWh losses	Measure	Savings
Water Cooled Chiller Tune Up	64.46	1575	101524.5	0.02	31.5

Appendix 3 – Cash Rebate

Measure	Amount
Water Cooled Chiller Tune Up	\$12,600.00

Appendix 4 – Utility Cost Test

Measure	UCT
Water Cooled Chiller Tune Up	2.21

Appendix 5 – Avoided Supply Costs

Measure	T&D	Production	Capacity	Quantity	Total Avoided Costs
Water Cooled Chiller Tune Up	\$1.00	\$4.00	\$2.00	1575	\$11,025.00

Appendix 6 – Utility Program Costs

Measure	Qty	Admin Costs	Total Costs
Water Cooled Chiller Tune Up	1575	\$1.00	\$1,575.00



DUKE ENERGY CORPORATION

Mercantile Self Direct Program 139 East Fourth Street Cincinnati, OH 45202 513 419 5572 fax

December 6, 2011

Mr. Terry Murphy Asset Ohio 4th Street 201 East Fourth Street Cincinnati, Ohio 45202

Subject: Your Application for a Duke Energy Mercantile Self-Direct Rebate

Dear Mr. Murphy:

Thank you for your Duke Energy Mercantile Self Direct rebate application. As noted in the Energy Conservation Measure (ECM) chart on page two, a total rebate of \$12,600.00 has been proposed for your chiller tune-up projects completed in the 2008, 2009, 2010 and 2011 calendar years. All Self Direct Rebates are contingent upon approval by the Public Utilities Commission of Ohio (PUCO).

At your earliest convenience, please indicate if you accept this rebate by

- providing your signature on page two
- completing the PUCO-required affidavit on page three.

Please return the documents to my attention via fax at 513-419-5572 or e-mail to SelfDirect@Duke-Energy.com. Upon receipt, Duke Energy will submit the necessary documentation to PUCO. Following PUCO's approval, Duke Energy will remit payment.

At Duke Energy, we value your business and look forward to working with you on this and future energy efficiency projects. We hope you will consider our Smart \$aver® incentives, when applicable. Please contact me if you have any questions.

Sincerely,

Grady Reid, Jr Product Manager Mercantile Self Direct Rebates

cc: Mike Harp, Duke Energy Rob Yung, WECC

Gary Penn, Debra-Kuempel

n,
е

Proposed Rebate Amounts

Measure ID	Energy Conservation Measure (ECM)	Proposed Rebate Amount
ECM-1	Water Cooled Chiller Tune Up – Year 2008	\$3150.00
ECM-2	Water Cooled Chiller Tune Up – Year 2009	\$3150.00
ECM-3	Water Cooled Chiller Tune Up – Year 2010	\$3150.00
ECM-4	Water Cooled Chiller Tune Up – Year 2011	\$3150.00
Total		\$12,600.00

Ohio | Public Utilities Commission

Application to Commit Energy Efficiency/Peak Demand Reduction Programs (Mercantile Customers Only)

Case No.:EL-EEC
State of OHO:
ANDRE 5 VALENTINE, Affiant, being duly sworn according to law, deposes and says that:
1. I am the duly authorized representative of:
ASSET OHO FOURTH SIKEET, LLC. [insert customer or EDU company name and any applicable name(s) doing business as]
2. I have personally examined all the information contained in the foregoing application, including any exhibits and attachments. Based upon my examination and inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete.
3. I am aware of fines and penalties which may be imposed under Ohio Revised Code Sections 2921.11, 2921.31, 4903.02, 4903.03, and 4903.99 for submitting false information.
And S Valent SiP-Finan Signature of Affiant & Title
Sworn and subscribed before me this 14 day of DECEMBER, Month/Year
Signature of official administering oath Tammi J. Nittich Print Name and Title
TAMMI J. WITTICH My commission expires of Chio My Commission Expires 07-21-2014

2008

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with completed Mercantile Self Direct Prescriptive or Custom applications, proof of payment, energy savings calculations and spec sheets to SelfDirect@Duke-Energy.com. You may also fax to 1-513-419-5572.

Mercantile customers, defined as using at least 700;000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

a single Duke Energy Ohio account multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts an/or billing history for other utilities as required):

Account Number Annual Usage

Account Number	Annual Usage (KWh)	Account Number	Annual Usage
89000675 02	> 9,000	,000		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart \$aver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart \$aver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, like Smart \$aver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Please check each box to indicat	e co	npletion of the following pro	gram requirements:	
☐ All sections of appropriate application(s) are completed		Proof of payment.*	☐ Manufacturer's Spec sheets	Energy model/calculations and detailed inputs for Custom applications

^{*} If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction	
	NOD 0+ De-t 4 [7]	MSD Prescriptive Lighting	MSD Prescriptive Lighting	
Lighting	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐	MSD Custom Part 1 Custom Lighting Worksheet	
	MSD Custom Part 1	MSD-Custom Part 1 MSD Custom General Worksheet	MSD Prescriptive Heating & Cooling □	
Heating & Cooling	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	MSD Prescriptive Heating & Cooling □	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	
Chillers &	MSD Custom Part 1 ☐	MSD Custom Part 1	MSD Prescriptive Chillers & Thermal Storage ☐	
Thermal Storage	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	
Motors & Pumps	MSD Custom Part 1 ☐	MSD Custom Part 1 ☐	MSD Prescriptive Motors, Pumps & Drives □	
	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	
		MSD Prescriptive Motors, Pumps & Drives	MSD Custom Part 1	
VFDs	Not Applicable	MSD Custom Part 1 MSD Custom VFD Worksheet	MSD Custom VFD Worksheet 🗌	
	MSD Custom Part 1 ☐	MSD Custom Part 1 ☐	MSD Prescriptive Food Service	
Food Service	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	
	MSD Custom Part 1	MSD Prescriptive Process	MSD Custom Part 1	
Process	1		MSD Custom General Worksheet	
Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	
Behavioral*** & No/Low Cost		MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐		

*** Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.

**** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.

^{**} Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. All equipment replacements due to failure or old age will be evaluated via the Custom program.



MERCANTILE SELF DIRECT Ohio Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572. REVISED (changes made to original application) Building Type - Required (check one) ☐ Data Centers Full Service Restaurant ☑ Office ☐ Education/K-12 ☐ Healthcare ☐ Public Assembly ☐ Education Other 🔲 Industrial Public Order/Safety ☐ Elder Care/Nursing Home Lodging Religious Worship/Church ☐ Food Sales/Grocerv Retail (Small Box) ☐ Service ☐ Fast Food Restaurant Retail (Big Box) ☐ Warehouse Other: How did you hear about the program? (check one) □ Duke Energy Representative ☐ Web Site ☐ Radio Contractor / Vendor Other Please check each box to indicate completion of the following program requirements: All sections of application Invoice with make, model Tax ID number for payee Customer/vendor agree to number, quantity and Terms and Conditions equipment manufacturer **Customer Information** Customer/Business Asset Ohio 4th Street Contact Terry L. Murphy Phone 513-784-1054 Account Number 8900-0675-02-5 Street Address (Where incentive should be mailed) 201 E. 4th Street 102-14-0152 City Cincinnati Ohio 45202 State Zip Code 201 E. 4th Street Installation Street Address City Cincinnati State Ohlo Zip Code 45202 E-mail Address terry.murphy@convergys.com *Failure to provide the account number associated with the location where the installation took place will result in rejection of the application. Vendor Information Vendor Debra-Kuempel Contact Gary Penn Phone 513-527-8110 513-271-4676 Fax Street Address 3976 Southern Avenue City Cincinnati State Ohio 45227 Zip Code E-mail Address gpenn@debra-kuempel.com If Duke Energy has questions about this application, who should we contact? ☐ Vendor Payment Information Who should receive incentive payment? ☐ Vendor (Customer must sign below) I hereby authorize payment of incentive Customer Signature (written signature) directly to the vendor: Provide Tax ID Number for Payee Customer Tax ID # 31-159-8292 Vendor Tax ID # Terms and Conditions I have read and hereby agree to the Terms & Conditions and Program Requirements. **Customer Signature** Vendor Signature Date 11-02-2011 Date

Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.

Title

Title

Chief Engineer



Manufacturer and Model #	# of Units	Tons Per unit*	Total Project Cost	Current Service Date	Previous Service Date	Total Incentive
Carrier 19DH7895CQ	3	450	\$5,108.81	2/2008	2/2007	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$1,702.93	2/2008	2/2007	\$425.73
		and the Resilient Management of the Company of the		and the second s	CALLED CONTROL	Labigraph Commission on the Commission of the Co

To Galculate your tune-up incentive*:	
A. Add up equipment capacity of all units serviced (in tons) and multiply by \$4/ton =	\$3,150.00
B. Cost of service = \$6,811.74 x 50% of total service cost =	\$1,702.94
Total Incentive (lesser amount of row A or row B)=	\$1,702.94
*Incentives cannot exceed 50% of total service invoice (external labor and equipment).	

Service Requirements:

- 1. This incentive is available only once per unit in a 12 month period.
- 2. An individual chiller is considered one unit.
- 3. Copy of paid invoice must be included with this application
- Self serviced (internal) labor should not be included as part of the total service cost. Only external labor will be considered as part of the total service invoice.
- 5. Cooling service must include the following normal maintenance items (please check if completed):

Air cooled condenser coil cleaning	□ Compressor amp draw	☐ Low Pressure controls
System Pressure check and adjust	☐ Supply motor amp draw	
	Condenser fan(s) amp draw	☐ Crankcase heater operation
☐ Belt inspect or replace	□ Liquid line temperature	☐ Water cooled chiller condenser tube cleaning
□ Contactors condition	Suction pressure & temperature	Water cooled chiller evaporator tube cleaning
	☑ Oil level & pressure	

Incentive Eligibility

- Incentives are only available to customers on Duke Energy Ohio non-residential rate.
- · Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at anytime.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the
 appropriate places on this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable
 assignment of the incentive. This assigned incentive must reduce the purchase-price paid for the equipment by an equivalent amount.
- · Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program
- In no case will Duke Energy pay an incentive above the actual cost of the service.
- · Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.



Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high-efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. In understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and it's affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or-consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment or for any damage cause by the malfunction of the installed equipment.



Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

- Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at www.duke-energy.com.
- 2. Review program and equipment requirements on the incentive application. (Page7)
- Purchase and install eligible energy-efficient equipment.
- Complete and submit application for equipment that was installed after 1/1/2008.
- 5. The following items must be included to verify projects. If they are not included, it will delay payment of incentive.
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #.
 - B. Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to assign payment of the incentive directly to the vendor, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
- 6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
- 8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.
- 8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.



Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers it's eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's
 responsibility. Participating Vendors include equipment
 contractors, equipment Vendors, equipment manufacturers and
 distributors, energy service companies, etc. The typical Vendor
 role is to contact/solicit eligible customers building new or
 retrofitting existing facilities and encourage the installation of
 the energy-efficient equipment offered in Duke Energy's
 program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a participating Vendor and be added to Duke Energy's e-mail distribution by emailing the Vendor Participation Agreement (VPA) to <u>SelfDirect@duke-energy.com</u> or faxing to 513-419-5572.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.
- Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.

- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the
 equipment shall be installed and operating prior to an
 application being submitted. A percentage of each Vendor's
 installations will be subject to inspection by Duke Energy for
 verifying that the equipment is installed and operating. Vendors
 demonstrating high failure rates (based on a statistically
 significant sample) will have 100% of subsequent jobs
 inspected or may have their participation in the Mercantile Self
 Direct Incentive Program revoked by Duke Energy in it's sole
 discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.
- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call 1-866.380.9580 or visit www.duke-energy.com.



Mercantile Self Direct Rebate Program

Technology	Responsible for sales and not installs*	Responsible for sales and Installation*	Technology	Responsible for sales and not installs*	Responsible for sales and Installation*
Lighting			Thermal Storage		
Heating Ventilation & Cooling			Pumps/Motors/VFD's		
Food Service			Chillers		
Water Heating		П	Refrigeration	ī	
Process Equipment			Window Film	<u> </u>	
(air compressors, injection molding, etc.)					
 Check all that apply 	••				
Vendors who wish to be listed form must be on file at Duke SelfDirect@duke-energy.col I have read and understand requirements set forth therei accurate to the best of my kill accurate. I agree that any cowill be used for the sole purp that I am responsible for ma	Energy in order for them. the Mercantile Self Dire in. By signing this agree nowledge. I hereby repronfidential information of	e Vendor to receive inc ect Incentive Program ement, I agree to provi- resent and warrant tha concerning my custome customer's participation	entive payments. Fax for Requirements for Vend de my customers with it the Tax ID and Vendoer, including but not limit in the Mercantile Self	orm to 513-419-5572 or or Participation, and I ag nformation and docume or Tax Status provided by ted to Duke Energy sen Direct Incentive Progran	email to gree to comply with all ntation that is true and elow are true and vice account information, n. Further, I understand
Vendor Federal Tax ID Num	ber				
To qualify for Duke Energy in purposes must sign and return Incentive applications are procalendar year for tax filing. Expour social security number application, As you will not but the Vendor Tax Status	im the "Customer consi ocessed by a third-part ouke Energy and the thi is your federal tax ID no	ent to release personal y vendor. The third-par ird-party vendor have s umber and you elect no	I information" form ("Co rty vendor is responsibl signed confidentiality ag of to sign the Consent f ram.	nsent Form") along with e for mailing the 1099 fo preement to protect your form, please do not sen	the application. orm at the end of the personal information. If
vendor rax otatas j	Corporation	ILI IIIdividual/Sole Fit	oprietor ju rantier	3016) JC O	<u> </u>
Contact me via	Phone	E-Mail	☐ Mail		
Company Name					
Mailing Address			· · · · · · · ·		
City, State, Zip					
Phone/Fax					
Primary E-mail Address					
Secondary E-mail Address		ļ <u>.</u>			
Vendor Signature				 	· · · · · · · · · · · · · · · · · · ·
Title					
	——————————————————————————————————————				· · · · · · · · · · · · · · · · · · ·
Print Name					
Date		l			

For more information, call 1-866-380-9580 or visit www.duke-energy.com.

Clarion Stop Inspection Requirements

One Year Stop Inspection

- Clean condenser tubes with nylon brushes. * Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
- Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
- 3. Megger compressor motor
- 4. Leak test.
- Clean and tighten starter terminals. Inspect contacts.*
- 6. Record vibration levels.
- 7. Check and calibrate all safety and capacity controls; record settings.
- 8. Replace filter dryer cores.
- Run performance test on chiller and evaluate results.* Trim refrigerant charge under load in late spring.
- 10. Overhaul purge system
 - a. Inspect/replace sight glasses.
 - b. Inspect/replace separator float valve.
 - c. Replace purge filter.
- 11. Record all data on Stop Inspection log sheet.

Three Year Stop Inspection

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

- 12. Remove overloads and have them bench calibrated by a qualified repair facility.
- 13. Eddy current test condenser tubes.

Six Year Stop Inspection

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

- 14. Clean evaporator tubes with nylon brushes*
- 15. Eddy current test evaporator tubes.

Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

- 16. Inspect and record clearances as appropriate to the following:
- 17. a. Guide vane assembly
- 18. b. Motor bearings
- c. Thrust clearance
- 20. d. Rotor and stator.
- 21. e. impellers.
- 22. f. Labyrinths.
- 23. Inspect oil pump and motor and oil heater. Clean oil sump.
- 24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.

25. Replace compressor O-rings and gaskets.

*Completed by Colliers Turley Martin Tucker personnel

Job Name: Atrium 1 CH-4	
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Date	
Date Program Version 1/19/2005 2.80	
2.80	
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Fluid Velocity 450.0 gpm Fluid Velocity 10.3 ft wg Fouling Factor 4.3 ft/s Foul, Fact. Temp. Adj. 0.0001 (hr-sqft-F)/Btu SST .48 °F Circuit A	requirements stated in separate
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Circuit A Circuit B Outside Surface Area 38.0 °F	0.6/
37.8	Signature
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	PRODUCT / THERMALTECH



Carrier Ar Oxforcing



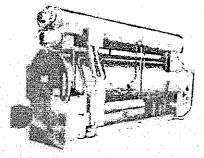


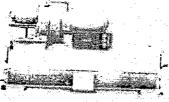
Carrier Hermetic Machinery

SHEET I C= I

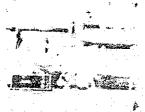
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1618

19DH

1988

19FA



Remit to:

P.O. Box 701620

Cincinnati, OH 45270-1620

BILLED BY: VSNAPP

INVOICE 00568359

DATE 2/13/08

CUSTOMER:

JOB ADDRESS:

11483

COLLIERS TURLEY MARTIN TUCKER ATRIUM ONE/TERRY MURPHY 201 E FOURTH ST, SUITE 1500 CINCINNATI, OH 45202 513-784-1055

COLLIERS/ATRIUM I CHILLERS-MAN12/0 201 E FOURTH STREET CINCINNATI, OH 45202

Customer PO No .:

Job Number ...: 213638

Bill Contract: 213638

REFERENCE DESCRIPTION

AMOUNT

CTMT-ATRIUM I CHILLER PM ANNUAL BILLING FOR ATRIUM 1 CHILLER STOP INSPECTIONS PER YOUR REQUEST.

(4) STOP INSPECTIONS

6,396.00

Carrier

One year Stop Inspections (see specs)

1. MN: 19DH 7895 CQ SN: 80-41-30428 2. MN: 19DH 7895 CQ SN: 80-41-30428 3. MN: 19DH 7895 CQ SN: 80-41-30429

4. MN: 30HXC 246RZE660KAS SN:1005Q4898

There were completed in January 2008. Levy Reg 10/20/2011 Terry Murphy

Now Accepting Visa/MC/AMX for Payment of Invoices.

A Service Charge of 1.5% per Month will be charged on All Past Due Accts. SUB-TOTAL TAX

6,396.00

AMOUNT PAID AMOUNT DUE

415.74 6,811.74

ORIGINAL

DUE ON RECEIPT

DeBra-Kuempei 3976 Southern Avenue Cincinnati, Ohio 45227 Phone 513-271-6500 Fax 513-271-4676

Clarion Stop Inspection Requirements

One Year Stop Inspection

- 1. Clean condenser tubes with nylon brushes. * Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
- Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
- 3. Megger compressor motor
- 4. Leak test.
- 5. Clean and tighten starter terminals. Inspect contacts.*
- 6. Record vibration levels.
- 7. Check and calibrate all safety and capacity controls; record settings.
- Replace filter dryer cores.
- Run performance test on chiller and evaluate results.* Trim refrigerant charge under load in late spring.
- 10. Overhaul purge system
 - a. Inspect/replace sight glasses.
 - b. Inspect/replace separator float valve.
 - c. Replace purge filter.
- 11. Record all data on Stop Inspection log sheet.

Three Year Stop Inspection

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

- 12. Remove overloads and have them bench calibrated by a qualified repair facility.
- 13. Eddy current test-condenser tubes.

Six Year Stop Inspection

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

- 14. Clean evaporator tubes with nylon brushes*
- 15. Eddy current test evaporator tubes.

Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

- 16. Inspect and record clearances as appropriate to the following:
- 17. a. Guide vane assembly
- 18. b. Motor bearings
- 19. c. Thrust clearance
- 20. d. Rotor and stator.
- 21. e. Impellers.
- f. Labyrinths.
- 23. Inspect oil pump and motor and oil heater. Clean oil sump.
- 24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.

25. Replace compressor O-rings and gaskets.

*Completed by Colliers Turley Martin Tucker personnel

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with <u>completed Mercantile Self Direct Prescriptive or Custom applications</u>, proof of payment, energy savings calculations and spec sheets to <u>SelfDirect@Duke-Energy.com</u>. You may also fax to 1-513-419-5572.

Mercantile customers, defined as using at least 700,000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

a single Duke Energy Ohio account
multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts an/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
89000675	02 > 9,000,000		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart \$aver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart \$aver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, like Smart \$aver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Priesse check each box to indicate completion of the following program requirements:					
☐ All sections of appropriate	☐ Proof of payment.*	☐ Manufacturer's Spec sheets	☐ Energy model/calculations		
application(s) are completed		,	and detailed inputs for		
			Custom applications		

^{*} If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction		
Linday	MSD Custom Part 1	MSD Prescriptive Lighting	MSD Prescriptive Lighting		
Lighting	Custom Lighting Worksheet	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐	MSD Custom Part 1 Custom Lighting Worksheet		
Heating & Cooling	MSD Custom Part 1 MSD Custom General Worksheet	MSD Custom Part 1 [] MSD Custom General Worksheet	MSD Prescriptive Heating & Cooling MSD Custom Part 1		
		1.	MSD Custom General Worksheet		
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	MSD Prescriptive Heating & Cooling □	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐		
Chillers & Thermal Storage	MSD Custom Part 1 ☐ MSD Custom General Worksheet	MSD Custom Part 1	MSD Prescriptive Chillers & Thermal Storage ☐		
	U Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐		
Motors & Pumps	MSD Custom Part 1 ☐ MSD Custom General Worksheet	MSD Custom Part 1	MSD Prescriptive Motors, Pumps & Drives ☐		
	D Costom Ceneral Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐		
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives ☐	MSD Custom Part 1 ☐ MSD Custom VFD Worksheet.☐		
	- Pancosio	MSD Custom Part 1 ☐ MSD Custom VFD Worksheet ☐			
Food Service	MSD Custom Part 1	MSD Custom Part 1 ☐	MSD Prescriptive Food Service		
roou service	MSD Custom General Worksheet MSD Custom General Worksheet		MSD Custom Part 1 MSD Custom General Worksheel		
P	MSD Custom Part 1	MSD Prescriptive Process	MSD Custom Part 1 MSD Custom General Worksheet		
Process	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet			
Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 MSD Custom EMS Worksheet		
Behavioral*** & No/Low Cost	Phavioral*** & MSD Custom Part 1 □				

**** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.

^{**} Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. All equipment replacements due to failure or old age will be evaluated via the Custom program.

^{****} Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.



MERCANTILE SELF DIRECT Ohio Chiller Tune-up Service Application

Questions? Call 1-866-3 Email the complete, sign	80-9580 or visit <u>w</u> ed application wit	ww.duke-energy.com. h all required documents to	SelfDirect@duk	e-energy.c	om or fax	to 513-419-5572	2.
is this	application:	NEW (original) or R	EVISED (chango	es made to o	ridinal aoo	(cation)	
Building Type - Requir							
☐ Data Centers		☐ Full Service Resta		urant 🛛 🖾 Offic		e i i i i i i i i i i i i i i i i i i i	
☐ Education/K-12 ☐ Healthcare		7.	Public Assembly			er / 10° 18	
☐ Education Other ☐ Industrial		☐ Industrial		☐ Public Order/Safety			
☐ Elder Care/Nursing H	Elder Care/Nursing Home Lodging		\$10 TO	Religious Worship/Church		hurch	
☐ Food Sales/Grocery		Retail (Small Box)	☐ Servi				
☐ Fast Food Restaurant		Retail (Big Box)				ehouse	
☐ Other:	Despitation 1		Ša socia	1 13 1 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	<u></u>		
How did you hear abou	t the program? (check one)					
☑ Duke Energy Represe		☐ Web Site			☐ Radi	0	teleti yakeken
Contractor / Vendor		Other_					
Dioggo chaok agab boy t	indianta comuntat	dan of the following		•			
All sections of applica	tion In	ion of the following program voice with make, model umber, quantity and quipment manufacturer	Tax ID num	aber for pay	ee		vendor agree to Conditions
Gustomer Information	- Table 1 - 10 - 10 - 10 - 10 - 10 - 10 - 10 -						
Customer/Business	Asset	Ohio 4 th Street	Contact			Terry L. Mur	phy
Phone	513-7	513-784-1054		Account Number		8900-0675-02-5	
Street Address (Where in	Vhere incentive should be mailed)		201 E. 4 th St	th Street 102-14-0152		•	
City	Cincl	Cincinnati		Ohlo		Zip Code	45202
Installation Street Addres	s 201 E	201 E. 4 th Street					
City	Cinci	nnati	State	Ohio		Zip Code	45202
E-mail Address	terry.	murphy@convergys.com					
*Failure to provide the acc	ount number asso	ciated with the location where	the installation	took place	will result	in rejection of the	e application.
Vendor Information							
Vendor	Trane	I make the second of the secon	Contact	Contact		Tom Imhoff	
Phone	513-7	71-8884	Fax		513-772-7281		
Street Address	10300	Springfield Pike					
City	Cincle	nati	State	Ohio		Zip Code	45215
E-mail Address	wimh	off@trane.com					
If Duke Energy has que:	stions about this	application, who should v	ve contact?	⊠ Cus	tomer	☐ Vendo	r
Payment Information							
Who should receive incer	tive payment?			☐ Vendo	or (Custor	ner must sign be	elow)
I hereby authorize payme	nt of incentive	Customer Signature (writte	en signature)				· .
directly to the vendor:		Date					
Provide Tax ID Number for Payee Cus		Customer Tax ID #	stomer Tax ID# 3		31-159-8292		
Vendor		Vendor Tax ID #					
Terms and Conditions						an Are anested Cons	
	ree to the Terms	& Cenditions and Program I	Requirements				
Customer Signature	1	(6311 x	Vendor Signa	ture			
Date	11-02-2011	CX/H	Date				
Title	Chief Engineer		Title		- <u>- 14</u> - 2.75 - 2.11	missa v	
المستناع والمستناح والمستناع والمستناء والمستناء		e discontinued at the sole d		o Enorgy F	-auiomon	t must be install	ad and aparable to

be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.



Manufacturer and Model #	# of Units	Tons Per unit*	Total Project Cost	Current Service Date	Previous Service Date	Total Incentive
Carrier 19DH7895CQ	3	450	\$7,560.00	2/2009	2/2008	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$2,520.00	2/2009	2/2008	\$425.73
					A SACRATAR STATE OF THE SACRATAR A SACRATAR	
	1					

To Calculate your tune-up incentive*:	
A. Add up equipment capacity of all units serviced (in tons) and multiply by \$4/ton =	\$3,150.00
B. Cost of service = \$10,080.00 x 50% of total service cost =	\$2,520.00
Total Incentive (lesser amount of row A or row B)=	\$2,520.00
*Incentives cannot exceed 50% of total service invoice (external labor and equipment).	

Service Requirements:

- 1. This incentive is available only once per unit in a 12 month period.
- An individual chiller is considered one unit.
- 3. Copy of paid invoice must be included with this application
- Self serviced (internal) labor should not be included as part of the total service cost. Only external labor will be considered as part
 of the total service invoice.
- 5. Cooling service must include the following normal maintenance items (please check if completed):

☐ Air cooled condenser coil cleaning	⊠ Compressor amp draw	
System Pressure check and adjust	Supply motor amp draw	☐ High Pressure controls
☑ Filter inspect or replace	Condenser fan(s) amp draw	☐ Crankcase heater operation
Belt inspect or replace	☐ Liquid line temperature	Water cooled chiller condenser tube cleaning
	Suction pressure & temperature	Water cooled chiller evaporator tube cleaning
	☑ Oil level & pressure	

Incentive Eligibility

- Incentives are only available to customers on Duke Energy Ohio non-residential rate.
- Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- · Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at anytime.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the
 appropriate places on this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable
 assignment of the incentive. This assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount.
- · Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program
- In no case will Duke Energy pay an incentive above the actual cost of the service.
- Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.



Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. In understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and it's affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment or for any damage cause by the malfunction of the installed equipment.



Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

- Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at www.duke-energy.com.
- 2. Review program and equipment requirements on the incentive application. (Page7)
- 3. Purchase and install eligible energy-efficient equipment.
- 4. Complete and submit application for equipment that was installed after 1/1/2008.
- 5. The following items must be included to verify projects. If they are not included, it will delay payment of incentive.
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #.
 - B. Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to assign payment of the incentive directly to the vendor, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
- 6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
- 8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.
- 8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.



Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers it's eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's
 responsibility. Participating Vendors include equipment
 contractors, equipment Vendors, equipment manufacturers and
 distributors, energy service companies, etc. The typical Vendor
 role is to contact/solicit eligible customers building new or
 retrofitting existing facilities and encourage the installation of
 the energy-efficient equipment offered in Duke Energy's
 program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a
 participating Vendor and be added to Duke Energy's e-mail
 distribution by emailing the Vendor Participation Agreement
 (VPA) to <u>SelfDirect@duke-energy.com</u> or faxing to 513-4195572.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.
- Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.

- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the equipment shall be installed and operating prior to an application being submitted. A percentage of each Vendor's installations will be subject to inspection by Duke Energy for verifying that the equipment is installed and operating. Vendors demonstrating high failure rates (based on a statistically significant sample) will have 100% of subsequent jobs inspected or may have their participation in the Mercantile Self Direct Incentive Program revoked by Duke Energy in it's sole discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.
- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call 1-866.380.9580 or visit www.duke-energy.com.



Mercantile Self Direct Rebate Program

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* Check all that apply				· · ·	
Vendors who wish to be liste form must be on file at Duke SelfDirect@duke-energy.com	thergy in order for the	Direct Incentive Progra Vendor to receive inc	am participating Vendo entive payments. Fax t	r shall complete this fo orm to 513-419-5572	rm. A signed copy of this or email to
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To qualify for Duke Energy in purposes must sign and retu Incentive applications are pro- calendar year for tax filing. D your social security number in application, As you will not be	rn the "Customer conse ocessed by a third-party tuke Energy and the thir s your federal tax ID no	ent to release personal y vendor. The third-par rd-party vendor have s umber and you elect po	information" form ("Co ty vendor is responsible igned confidentiality ag to sign the Consent t	nsent Form") along wi e for mailing the 1099 reement to protect yo	th the application. form at the end of the
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Date					

For more information, call 1-866-380-9580 or visit www.duke-energy.com.

Job Name: Atrium 1 CH-4
Prepared by : Habegger Corporation
UnitTag Information

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REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH







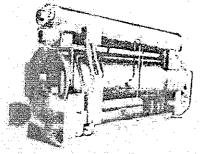


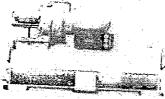
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Service Provider: CINCINNATI - CLU 10300 Springfield Pike Cincinnati OH 45215 Invoice Number
6253968
Document Date
2009-5-29

Bill To Customer:

CB RICHARD ELLIS, INC: ATTN: MR. ANDREW HYDE 201 EAST FOURTH STREET CINCINNATI OH 45202 Job Location:

ATRIUM I 201 EAST FOURTH STREET CINCINNATI OH 45202

Service Call ID: 09-2837627

Project Number:

Purchase Order: SIGNED AGREEMENT

SERVICE CALL DESCRIPTION: COMPREHENSIVE ANNUAL INSPECTION

Document Description:Performed comprehensive annual 1-year chiller stop inspections and tune up on four (4) Carrier chillers, per Trane proposal 648075.

OTHER

<u>DATE</u>	DESC/VENDOR	DESCRIPTION	<u>PO</u> <u>NUMBER</u>	OTY	RATE A	MOUNT DUE
2009-05-29	Internal	M/N 19DH7895CQ S/N 80 30427)-41-	1.00	\$ 2520.00	\$ 2520,00
2009-05- 29	Internal	M/N30HXC246RZE660KAS/N	1005Q4896	1.00	\$ 2520.00	\$ 2520.00
2009-05-29	Internal	M/N 19DH7895CQ S/N 80 30429	46-18h	1.00	\$ 2520.00	\$ 2520.00
2009-05-29	Internal	M/N 19DH7895CQ S/N 80 30428	-41-	1.00	\$ 2520.00	\$ 2520.00
		OTHER TOT	TAL.	4.00		\$ 10080.00
		SUB	TOTAL (\$USD)	***************************************		\$ 10080.00

SUBTOTAL (\$USD) \$ 10080.00 TAX (\$USD) \$ 0.00 GRAND TOTAL (\$USD) \$ 10080.00

Comment 1: THANK YOU FOR CHOOSING TRANE,

Comment 2: QUESTIONS ABOUT YOUR INVOICE CALL TRANE BUILDING SERVICE @ 513.772.4555



Trane 10300 Springfield Pike Cincinnati, OH 45215 Phone: (513) 771-8884 Fax: (513) 772-7281

January 23, 2009

Customer:

Mr. Andrew Hyde, Chief Engineer Colliers Turley Martin Tucker 201 East Fourth Street Cincinnati, OH 45202 Site Address; Atrium I 201 East Fourth Street Cincinnati, OH 45202

Project Name: Atrium I - 2009 chiller stop inspections on 4 Carrier chillers

Dear Mr. Hyde:

Trane is pleased to offer you this proposal. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

JOB DESCRIPTION:

Chillers to be serviced:

- Carrier model 19DH7895CQ, serial number 80-41-30427 (chiller #1).
- Carrier model 19DH7895CQ, serial number 80-41-30428 (chiller #2).
- Carrier model 19DH7895CQ, serial number 80-40-30429 (chiller #3).
- Carrier model 30HXC246RZE660KA, serial number 1005Q04896.

One Year Stop inspection (performed on 4 chillers):

- Change oil filters and compressor oil.
- · Dispose of oil per EPA regulations.
- · Perform oil analysis and refrigerant analysis.
- · Meggar the compressor motor.
- · Perform leak test.
- Clean and tighten starter terminals.
- Check and calibrate all safety and capacity controls, record settings.
- Replace filter drier cores.
- Perform annual maintenance on Redi purges.
- Record all data on Stop Inspection log sheet provided by Colliers.
- Perform vibration testing and provide owner with written report documenting the test results.

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Atrium I 2009 Carrier 1-8r, 3-1yr, eddy current 1 Opp ld: 648075

Eight Year Stop Inspection (performed on 1 chiller):

- Inspect and record clearances as appropriate on the following: Guide vane assembly.

 - 2. Motor bearings.
 - 3, Thrust clearance.
 - Rotor and stator.
 - Impellers.
- Labyrinths.
- Inspect oil pump and motor and oil heater. Clean the oil sump.
- Inspect stator to motor terminal connections for loose connections or cracked motor terminals. Replace compressor o-rings and gaskets.
- Provide the labor and equipment needed to perform Eddy Current testing on the condenser tubes.
- Provide customer with a report detailing the results of the Eddy Current testing.

Pricing:

Total Price:

(This agreement is subject to the attached Trans Terms and Conditions.)

Notes:

Any service not listed is not included.

Work will be performed during normal Trane business hours.

- For Eddy Current test results to be accurate, the condenser tubes MUST be brush-cleaned immediately prior to Eddy Current testing. Condenser tube cleaning will be performed by others.
- If Eddy Current test reveals tubes that must be either plugged or replaced, the cost to perform this work is
- If additional refrigerant is required to fully charge the chillers, the cost of additional refrigerant is NOT

Thank you for giving us this opportunity. If you have any questions or concerns, please call me

Sincerely,

Jones

Tom Imhoff Account Manager

This proposal is valid for thirty (30) days from January 23, 2009.

SUBMITTED BY: Tom Imhoff	Proposal Date: January 23, 2009	•
Account Manager CUSTOMER ACCEPTANCE Authorized Representative Andrew HyDe Printed Name Title Chief Engineer Purchase Order © 2.09 A H Acceptance Date Feb 9 09	TRANE ACCEPTANCE Trane U.S. Inc. Apthorized Representative ADM Title 2-10-09 Signature Date	

Trane Service Terms and Conditions

For Services performed in the United States, "Trane" shall mean Trane U.S. Inc. For Services performed in Canada, "Trane" shall mean Trane Canada Co., except where the context provides otherwise.

Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which case such written agreement shail apply.

1. Acceptance. A proposal made upon these terms is subject to acceptance within thirty days from date and the prices are subject to change without notice prior to acceptance by Customer. If your order is an acceptance of a written proposal, on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the Services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof. Trane shall rely upon your silence as an acceptance of these terms and conditions and performance will be made in accordance acceptance or please terms and continuous state por Trane on this order will in any event herewith. Customer's acceptance of Services by Trane on this order will in any event constitute an acceptance by Customer of these terms and conditions

2. Payment and Taxes. Payment is due upon receipt of Trane's invoice. Trane 2. Payment and Taxes. Payment is due upon receipt of Trane's Invoice. Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. In addition to the stated Service Fee. Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' lees) incurred by Trane in attempting to collect amounts due. Any after-hours services shall be billed according to then prevailing overtime or

emergency rates

3. Warranties. (a) parts provided hereunder shall have such warranties (in scope and duration) as are extended to Trane by the respective manufacturer or supplier, including Trane's central parts distribution organization, and, if a part provided and installed by Trane is proven to be defective while under such warranty. Trane will provide labor to install the replacement part within ninety (90) days from completion of the Services or start-up of the equipment, whichever occurs later; and (b) labor is warranted to have been properly performed for a period of ninety (90) days from completion or start-up of been properly performed for a period of ninety (90) days from completion or start-up of the equipment, whichever occurs later, and Trane's obligation under this warranty is limited to correcting any improperly performed labor. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICHOBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

Trane shall indemnity, defend and hold Customer harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of Trane, and/or its employees or agents. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination Trane is not liable for any ctaims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing building envelope Issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold and/or fungl. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entitles that are not employed by or hirad by Trans. NOTWITHSTANDING ANY CONTRARY PROVISION, TRANS SHALL NOT by Irane. NOTWITHSTANDING ANY CONTRARY PROVISION, TRANE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

5. Asbestos and Hazardous Materials. Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials").

Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

6. Insurance. Trane maintains insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability - \$1,000,000 CSL; Workers Compensation - Statutory Limits. If Customer has requested to be named as an additional insured under Trane's Insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity

provision contained herein. Trane does not waive any rights of subrogation.

7. Performance and Event of Force Mejeure. Services will be performed during normal working hours with any overtime or emergency labor billed separately, unless otherwise agreed to in writing. Duty to perform under this agreement and the price hereof are subject to the approval of Trane's credit department and is also contingent upon the non-occurrence of an Event of Force Majeure. Upon disapproval of the credit department, Trane may delay performance or, at its option, renegotiate prices, terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this agreement shall be canceled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation. If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (I) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trans for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic Insurrections; riots; labor disputes; labor or material shortages; restorage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or

coun order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane.

8. General. This agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, orat or written, related to the subject matter hered. If any part of this agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. No modifications, additions or changes may be made to this agreement except in a writing signed by Trans.

9. Equal Employment Opportunity/Affirmative Action Clause. Trane is a federal 9. Equal Employment Opportunity/Affirmative Action Clause. Trane is a rederal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canadia. and employment law in Canada.

10. U.S. Government Contracts. The following provision applies only to direct sales by Trane to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Trane agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Trane compiles with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Trane to the US Government. As a Commercial item Subcontractor, Trane accepts only the following mandatory flow down provisions: 52.219-8; 52.222-28; 52.222-35; 52.222-36; manuatory inow down provisions: 52.219-0; 52.222-30; 52 officials, including but not limited to the contracting officer and officials of the Small Business Administration on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trans will have no obligations to Customer unless and until Customer provides Trane with rave no congeneous to customer unless and unit customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or

> 1-10 48 (0208) Supersedes 1-10.48 (1107)

Ohio Mercantile Self Direct Program

Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email this form along with <u>completed Mercantile Self Direct Prescriptive or Custom applications</u>, proof of payment, energy savings calculations and spec sheets to <u>SelfDirect@Duke-Energy.com</u>. You may also fax to 1-513-419-5572.

Mercantile customers, defined as using at least 700,000 kWh annually are eligible for the Mercantile Self Direct program. Please indicate mercantile qualification:

a single Duke Energy Ohio account
multiple accounts in Ohio (energy usage with other utilities may be counted toward the total)

Please list Duke Energy account numbers below (attach listing of multiple accounts an/or billing history for other utilities as required):

Account Number	Annual Usage	Account Number	Annual Usage
89000675 02	> 9,311,373		
	1		

Self Direct rebates are available for completed Custom projects that have not previously received a Duke Energy Smart \$aver® Custom Incentive. Self Direct incentives are applicable to Prescriptive measures that were installed more than 90 days prior to submission to Duke Energy and have not previously received a Duke Energy Prescriptive rebate.

Self Direct Program requirements dictate that certain projects that may be Prescriptive in nature under the Smart \$aver program must be evaluated using the Custom process. Use the table on page two as a guide to determine which Self Direct program fits your project(s). Apply for Self Direct projects using the appropriate application forms in conjunction with this cover sheet. Where Mercantile Self Direct Prescriptive applications are listed, please refer to the measure list on that application. If your measure is not listed, you may be eligible for a Self Direct Custom rebate. Self Direct Custom applications, tike Smart \$aver Custom applications, should include detailed analysis of pre-project and post-project energy usage and project costs. Please indicate which type of rebate applications are included in the table provided on page two.

Please check each box to indicat	e completion of the following pro	gram requirements:	
☐ All sections of appropriate	☐ Proof of payment.*	☐ Manufacturer's Spec sheets	☐ Energy model/calculations
application(s) are completed			and detailed inputs for
			Custom applications

^{*} If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction
	MSD Custom Part 1	MSD Prescriptive Lighting	MSD Prescriptive Lighting
Lighting	Custom Lighting Worksheet	MSD Custom Part 1 Custom Lighting Worksheet	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐
. Heating & Cooling	MSD Custom Part 1 MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	MSD Prescriptive Heating & Cooling □
	INSD Custom General Worksheet	WSD Coston General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	MSD Prescriptive Heating & Cooling ☐	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐
Chillers &	MSD Custom Part 1	MSD Custom Part 1	MSD Prescriptive Chillers & Thermal Storage ☐
Thermal Storage MSD Custom General Worksheet		MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet
	MSD Custom Part 1	MSD Custom Part 1	MSD Prescriptive Motors, Pumps & Drives ☐
Motors & Pumps MSD Custom General Worksheet		MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives ☐	MSD Custom Part 1 ☐
VPD5	Not Applicable	MSD Custom Part 1 ☐ MSD Custom VFD Worksheet ☐	MSD Custom VFD Worksheet
	MSD Custom Part 1 ☐	MSD Custom Part 1 ☐	MSD Prescriptive Food Service
Food Service	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet
	MSD Custom Part 1	MSD Prescriptive Process	MSD Custom Part 1
Process	MSD Custom General Worksheet	MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐	MSD Custom General Worksheet
Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐
Behavioral*** & No/Low Cost		MSD Custom Part 1 MSD Custom General Worksheet	

**** Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.

^{**} Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. All equipment replacements due to failure or old age will be evaluated via the Custom program.

^{***} Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not chosen a more energy efficient option.



MERCANTILE SELF DIRECT Ohio Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.

ls this a	pplication	: 🗆 1	IEW (original) or	□RE	EVISED (change	smade to	xiginal appli	cation)	
Building Type - Require								and the state of the state of	
☐ Data Centers			☐ Full Servi	ce Resta	urant		☑ Office		
☐ Education/K-12	15 4 1	☐ Healthcare		Subject to the Publication of th		Publi	Assembly		
☐ Education Other		☐ Industrial		☐ Public		Order/Safety			
☐ Elder Care/Nursing Ho	me		☐ Lodging				☐ Relig	ous Worship/C	hurch
☐ Food Sales/Grocery	a foreign		☐ Retail (Sn	nall Box)			☐ Servi	ce	
☐ Fast Food Restaurant			☐ Retail (Big	g Box)		Litair.	☐ Ware	house	
☐ Other:	e)								
How did you hear about	the prog	ram? (c	neck one)						
□ Duke Energy Represer	ntative		☐ Web Site				☐ Radio		
☐ Contractor / Vendor	NYTY:		☐ Other	14, 1, 14 15					
Diagon shook agab boy to	indicate d	namntati.	on of the following:						
Please check each box to All sections of applications			oice with make, me		Tax ID numi	ner for na	100	Customer/	vendor agree to
			mber, quantity and		L rax ib ildili	oci ioi pa	,		Conditions
		eq	uipment manufactu	ırer					
Customer Information									
Customer/Business		Asset Ohio 4 th Street		Contact			Terry L. Mur	ohv	
Phone		513-784-1054		Account Nun	nber		8900-0675-02-5		
	s (Where incentive should be malled)		201 E. 4 th Street 102-14-0152						
City		Cincinnati		State	Ohio		Zip Code	45202	
Installation Street Address	3	201 E.	4 th Street				· · · · · · · · · · · · · · · · · · ·	1-6	
City		Cincin	nati		State	Ohio		Zip Code	45202
E-mail Address		terry.n	urphy@convergy	/s.com					
*Failure to provide the acco	unt numb	_			the installation t	ook place	will result i	in rejection of th	e application.
Vendor Information					Section Proper				0.00
Vendor		Tranel			Contact	Contact		Tom Imhoff	andra andrewski process (g. 1964) and a series of the contract of a series (g. 1964).
Phone		513-77	1-8884		Fax		513-772-7281		
Street Address		10300	Springfield Pike						
City		Cincin	nati		State	Ohio		Zip Code	45215
E-mail Address		wimho	ff@trane.com				~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		
If Duke Energy has ques	tions abo	ut this	application; who s	should w	re contact?	⊠ Cu	stomer	☐ Vendo	or
Payment Information Who should receive incent	ive navm	ont?	⊠ Customer			U Vond	or/Custom	ner must sign be	oloud)
Who should receive incentive payment? Customer I hereby authorize payment of incentive Customer Signature (writter		n cianatum)	L venu	or (Guston	ier must sign be	310VV)			
dispatily to the wonders		Date	ire (writte	in signature)		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		
Date		Customer Tax ID		<u></u>	31-159-8292				
Provide Tax ID Number for Payee		Vendor Tax ID #			31-135-0	232			
			ACTION 19X ID #			<u> </u>			
Terms and Conditions									
I have read and hereby ag	ree to the	Tems &	Conditions and P	rogram F	Requirements.				
Customer Signature	- te	<u> </u>	11/16		Vendor Signati	ure			
Date	11-02-201	11	17/14		Date				
Title	Chief Eng	gineer	W.	- 1933 	Title	- 1			
								ى خىزە ئەسسىدەدەسىد	

Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.



Air Cooled and Water Cooled Chiller	Tunetups					
Manufacturer and Model #	# of Units	Tons Per unit*	Total Project Cost	Current Service Date	Previous Service Date	Total Incentive
Carrier 19DH7895CQ	3	450	\$7,065.00	2/2010	2/2009	\$1,277.21
Carrier 30HXC246RZE660KA	1	225	\$2,355.00	2/2010	2/2009	\$425.73
tions had made supported the substitute and absolute made about the desired absolute made debits of made absolute supported by		israetiibe/kiekduldikkiskussynnaa sourra				
*Provide manufacturer's spec sheet doo	cumenting the s	ze of the unit			to play to constitute to the entire to the e	er partie i de le manda de la manda de

To Calculate your tune-up incentive*	
A. Add up equipment capacity of all units serviced (in tons) and multiply by \$4/ton =	\$3,150.00
B. Cost of service = \$9,420.00 x 50% of total service cost =	\$2,355.00
Total Incentive (lesser amount of row A or row B)=	\$2,355.00
*Incentives cannot exceed 50% of total service invoice (external labor and equipment).	

Service Requirements:

- 1. This incentive is available only once per unit in a 12 month period.
- 2. An individual chiller is considered one unit.
- 3. Copy of paid invoice must be included with this application
- Self serviced (internal) labor should not be included as part of the total service cost. Only external labor will be considered as part
 of the total service invoice.
- Cooling service must include the following normal maintenance items (please check if completed):

Air cooled condenser coil cleaning	☐ Compressor amp draw	☐ Low Pressure controls
System Pressure check and adjust	Supply motor amp draw	☐ High Pressure controls
	Condenser fan(s) amp draw	☐ Crankcase heater operation
☐ Belt inspect or replace	□ Liquid line temperature □ Liquid line temperature	☐ Water cooled chiller condenser tube cleaning
□ Contactors condition	Suction pressure & temperature	Water cooled chiller evaporator tube cleaning
	Oil level & pressure	

Incentive Eligibility

- Incentives are only available to customers on Duke Energy Ohio non-residential rate.
- · Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- · Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at anytime.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the
 appropriate places on this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable
 assignment of the incentive. This assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount.
- · Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program
- · In no case will Duke Energy pay an incentive above the actual cost of the service.
- · Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.



Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. In understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and it's affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment or for any damage cause by the malfunction of the installed equipment.



Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

- Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at <u>www.duke-energy.com</u>.
- Review program and equipment requirements on the incentive application. (Page7)
- 3. Purchase and install eligible energy-efficient equipment.
- Complete and submit application for equipment that was installed after 1/1/2008.
- 5. The following items must be included to verify projects. If they are not included, it will delay payment of incentive.
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #,
 - B. Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to assign payment of the incentive directly to the vendor, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
- 6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
- 8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.
- 8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.



Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers it's eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's responsibility. Participating Vendors include equipment contractors, equipment Vendors, equipment manufacturers and distributors, energy service companies, etc. The typical Vendor role is to contact/solicit eligible customers building new or retrolitting existing facilities and encourage the installation of the energy-efficient equipment offered in Duke Energy's program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a participating Vendor and be added to Duke Energy's e-mail distribution by emailing the Vendor Participation Agreement (VPA) to <u>SelfDirect@duke-energy.com</u> or faxing to 513-419-5572.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.
- Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.

- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the
 equipment shall be installed and operating prior to an
 application being submitted. A percentage of each Vendor's
 installations will be subject to inspection by Duke Energy for
 verifying that the equipment is installed and operating. Vendors
 demonstrating high failure rates (based on a statistically
 significant sample) will have 100% of subsequent jobs
 inspected or may have their participation in the Mercantile Self
 Direct Incentive Program revoked by Duke Energy in it's sole
 discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.
- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call 1-866.380.9580 or visit www.duke-energy.com.



Mercantile Self Direct Rebate Program

Technology	Responsible for sales	Responsible for sales	Technology	Responsible for sales	
	and not installs*	and Installation*		and not installs*	and Installation*
Lighting	<u> </u>	<u> </u>	Thermal Storage		
Heating Ventilation	 	Ц	Pumps/Motors/VFD's		
& Cooling					
Food Service	<u> </u>	<u> </u>	Chitlers	<u> </u>	<u> </u>
Water Heating			Refrigeration		
Process Equipment			Window Film		
(air compressors, injection				<u> </u>	
molding, etc.) * Check all that apply			<u> </u>	<u> </u>	
Vendors who wish to be listed form must be on file at Duke SelfDirect@duke-energy.co. I have read and understand requirements set forth therei accurate to the best of my ke accurate. I agree that any cowill be used for the sole purp that I am responsible for male	Energy in order for them. the Mercantile Self Dire in. By signing this agree nowledge. I hereby repropertion to bose of facilitating the c	e Vendor to receive inc ect Incentive Program is ement, I agree to provious resent and warrant that concerning my custome customer's participation	entive payments. Fax for Requirements for Vendo de my customers with ir the Tax ID and Vendo er, including but not limit in the Mercantile Self [orm to 513-419-5572 or or Participation, and I a offormation and docume or Tax Status provided to the to Duke Energy ser Direct Incentive Program	email to gree to comply with all entation that is true and below are true and vice account information, on. Further, I understand
Vendor Federal Tax ID Num	ber .		··········	i	· · · · · · · · · · · · · · · · · · ·
To qualify for Duke Energy in purposes must sign and retu Incentive applications are procalendar year for tax filing. Description your social security number in application, As you will not be	rn the "Customer consocessed by a third-part buke Energy and the thi is your federal tax ID no	ent to release personal y vendor. The third-par ird-party vendor have s umber and you elect no	I information" form ("Contry vendor is responsible signed confidentiality ago to sign the Consent F	nsent Form") along witl e for mailing the 1099 f reement to protect vou	n the application. orm at the end of the r personal information. If
Vendor Tax Status	Corporation	☐ Individual/Sole Pro	oprietor 🔲 Partners	ship 🔲 🤇	Other
Contact me via	Phone	☐ E-Mail		·	
Company Name			· · · · · · · · · · · · · · · · · · ·		···
Mailing Address			····		
City, State, Zip			Modern de la constantina della		
Phone/Fax					
Primary E-mail Address					
Secondary E-mail Address			·····	·	~~~~ ~~~~
Vendor Signature			····		
Title				·	
Print Name				**************************************	·
Date		·····			
Dav				•	

For more information, call 1-866-380-9580 or visit www.duke-energy.com.

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Job Name: Atrium 1 CH-4
Prepared by : Habegger Corporation
UnitTag Information

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MUNT BUILDERS CORPORATION
APPROVED AS MOTED

Unit Size Cooling Capacity Compressor Input Pours	
Cooling Capacity Compressor Input Power	30HXC246***
Compressor Input Power Unit Input Power	223.3 Tons
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Refrigerant Cooler Dote	15.37
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<u> 1-21-05</u> Date	Signature
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REFER TO ATTACHED TRANSMITTAL DOCUMENT FOR APPROVAL STATUS AND REVIEW COMMENTS FOR EACH PRODUCT / THERMALTECH



Carrier - Organicas



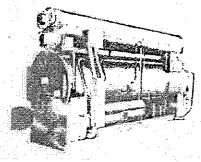


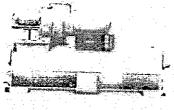
Carrier Hermetic Machinery

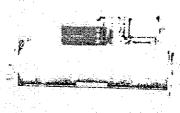
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PERFORMANCE DATA SCHEDUS

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Service Provider: CINCINNATI - CLU 10300 Springfield Pike Cincinnati OH 45215 Invoice Number
7162874
Document Date
2010-03-02

Bill To Customer:

CB RICHARD ELLIS, INC. ATTN: MR. ANDREW HYDE 201 EAST FOURTH STREET CINCINNATI OH 45202 Job Location:

ATRIUM I 201 EAST FOURTH STREET CINCINNATI OH 45202

Service Call ID: 10-2837627

Project Number:

Purchase Order: SIGNED AGREEMENT

SERVICE CALL DESCRIPTION: COMPREHENSIVE ANNUAL INSPECTION

Document Description: Performed comprehensive annual 1-year chiller stop inspections and tune up on four (4) Carrier chillers, per Trane proposal 922386.

OTHER

DATE	DESC/VENDOR	DESCRIPTION	<u>PO</u> NUM	BER OTY	RATE AN	MOUNT DUE
2010-03-02	Internal	M/N 19DH7895CQ 30427	S/N 80-41-	1.00	\$ 2355.00	\$ 2355.00
2010-03- 02	Internal	M/N30HXC246RZE660I		1.00	\$ 2355.00	\$ 2355.00
2010-03-02	Internal	M/N 19DH7895CQ 30429	S/N 80-44-1PW	1.00	\$ 2355.00	\$ 2355.00
2010-03-02	Internal	M/N 19DH7895CQ 30428	S/N 80-41-	1.00	\$ 2355.00	\$ 2355.00
		ОТНЕ	ER TOTAL	4.00		\$ 9420.00
			-		**************************************	
		•	SUBTOTAL TAX	(\$USD) (\$USD)		\$ 9420.00 \$ 0.00
		-	GRAND TOTAL	(\$USD)		\$ 9420.00

Comment 1: THANK YOU FOR CHOOSING TRANE,

Comment 2: QUESTIONS ABOUT YOUR INVOICE CALL TRANE BUILDING SERVICE @ 513.772.4555

Atrium I - 2010 chiller stop inspections on 4 Carriers Opp ld: 922386





Trane U.S. Inc. 10300 Springfield Pike Cincinnati, OH 45215 Phone: (513) 771-8884 Fax: (513) 772-7281

February 25, 2010

Customer: Mr. Andrew Hyde CB Richard Ellis Inc 201 East 4th Street CINCINNATI, OH 45202

Site Address: Atrium 1 201 East Fourth Street CINCINNATI, OH 45202

Project Name: Atrium I - 2010 chiller stop inspections on 4 Carrier chillers

Dear Mr. Hyde:

We are pleased to offer you this proposal for performance of the following services on the equipment listed below:

Equipment List:

- Carrier model 19DH7895CQ, serial number 80-41-30427 (chiller #1).
- Carrier model 19DH7895CQ, serial number 80-41-30428 (chiller #2).
- Carrier model 19DH7895CQ, serial number 80-40-30429 (chiller #3).
- Carrier model 30HXC246RZE660KA, serial number 1005Q04896.

Job Description:

One Year Stop inspection (performed on all four (4) chillers):

- Change oil filters and compressor oil.
- Dispose of oil per EPA regulations.
- Perform oil analysis and refrigerant analysis.
- Meggar the compressor motor,
- Perform leak test.
- Clean and tighten starter terminals.
- Check and calibrate all safety and capacity controls, record settings.
- Replace filter drier cores.
- Perform annual maintenance on Redi purges.
- Record all data on Stop Inspection log sheet provided by CB Richard Ellis.
- Perform vibration testing and provide owner with written report documenting the test results.

Eight Year Stop Inspection (performed on one (1) chiller:

- Inspect and record clearances as appropriate on the following:
 - 1. Guide vane assembly.
 - 2. Motor bearings.
 - 3. Thrust clearance.
 - 4. Rotor and stator.
 - impellers,
 - Labyrinths.

Atrium I - 2010 chiller stop inspections on 4 Carriers Opp Id: 922386

- Inspect oil pump and motor and oil heater. Clean the oil sump.
- Inspect stator to motor terminal connections for loose connections or cracked motor terminals.
- Replace compressor o-rings and gaskets.
- Provide the labor and equipment needed to perform Eddy Current testing on the condenser
- Provide customer with a report documenting the results of the Eddy Current testing.

Pricing:

Total Price:

\$27,175.00

Clarifications:

- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- For Eddy Current test results to be accurate, the condenser tubes <u>MUST</u> be brush-cleaned immediately prior to Eddy Current testing. Condenser tube cleaning will be performed by
- If Eddy Current test reveals that tubes must be either plugged or replaced, the cost to perform this work is **NOT** included in this proposal.
- if additional refrigerant is required to fully charge the chillers, the cost of additional refrigerant is

Thanks for giving us this opportunity. If you have any questions or concerns, please call me at (513) 771-8884.

Sincerely yours,

Tom Imhoff Account Manager

This proposal is valid for thirty (30) days from February 23, 2010.

This agreement is subject to Customer's acceptance of the attached Trane U.S. Inc. Services Terms and

SUBMITTED BY: Tom Imholf	Proposal Data: February 23, 2010
Account Manager	License Number:
CUSTOMER ACCEPTANCE	Trane ACCEPTANCE
Authorized Representative	Trane U.S. Inc.
Printed Name A : - 8	Authorized Representative
Title Shiet Engineen	ASM
Purchase Order 225/04H	Title
Acceptance Date 2/25/10	2 -25 -10 Signature Date

TERMS AND CONDITIONS - QUOTED SERVICE "Company" shall mean Trane U.S. Inc..

- Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer's order is an acceptance of the Proposal, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with these terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with scope and terms and conditions of the original Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of goods and/or Services by Company will in any event constitute an acceptance by Customer of these terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.
- 2. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set torth in the Proposal and are based on performance during regular business hours. Fees for outside Company's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.
- 3. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.
- 4. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when: or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made: or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.
- 5. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, tosses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safety perform the Services in compliance with OSHA or state industnal safety regulations.

- Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be liable for, any of the following: (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") Including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi: and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.
- 7. Warranty. Company warrants that: (a) for a period of 12 months from the earlier of the date of equipment start-up or replacement the material manufactured by Company and furnished hereunder is free from defects in material and manufacture; and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Warranty"). Defects must be reported to Company within the Warranty period. Company's obligation under the Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment.

Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement.

Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR INHIBIT THE GROWTH OF SUCH MATERIALS.

THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- 8. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party Company, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
- 9. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE

(INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS. Should Company nevertheless be found liable for any damages they shall be limited to the purchase price of the Services for one location over a 12 month term. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

- 10. Asbestos and Hazardous Materials. Company's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials. Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the services only when the affected area has been rendered harmless.
- 11. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability Automobile Liability \$2,000,000 per occurrence \$2,000,000 CSL Statutory Limits

Workers Compensation

In the event Company agrees to name Customer or others as an additional insured. Company will do so but only under its primary Commercial General Liability policies to the extent of the indemnity obligation assumed herein. In no event does Company waive its right of subconation.

- 12. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 13. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be Interpreted and enforced in accordance with the laws of the state or province In which the Services are performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements. representations and

understandings of the parties and supersedes all understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement contains all of the agreements. representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. Except as provided for Service Fee adjustments, this Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company.

14. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

15. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

> 1-10.48 (1009) Supersedes 1-10.48 (0909)

Ohio Mercantile Self Direct Program Application Guide & Cover Sheet

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

calculations and spec sheets to Mercantile customers, defined a indicate mercantile qualification: a single Duke Ener	SelfDirect@Duke-Energy.com. \ s using at least 700,000 kWh anr gy Ohio account	ciptive or Custom applications, pro You may also fax to 1-513-419-557 representation of the Mercantile stilities may be counted toward the	2. Self Direct program. Please
Please list Duke Energy account		multiple accounts an/or billing histo	·
Account Number	Annual Usage	Account Number	Annual Usage
89000675 07	79,210,573		
Duke Energy and have not previous and previous Energy and have not previous Self Direct Program requirements be evaluated using the Custom project(s). Apply for Self Direct project Prescriptive application may be eligible for a Self Direct Cetailed analysis of pre-project are included in the table provided on .	are applicable to Prescriptive mean pusly received a Duke Energy Prescription is dictate that certain projects that process. Use the table on page to projects using the appropriate appropriate apprens are listed, please refer to the reconstruction of post-project energy usage and post-project energy usage and	may be Prescriptive in nature undo vo as a guide to determine which S lication forms in conjunction with the measure list on that application. If mapplications, like Smart \$aver Co I project costs. Please indicate whi	er the Smart \$aver program must elf Direct program fits your his cover sheet. Where Mercantile your measure is not listed, you ustom applications, should include
All sections of appropriate application(s) are completed	Proof of payment.*	☐ Manufacturer's Spec sheets	Energy model/calculations and detailed inputs for Custom applications

^{*} If a single payment record is intended to demonstrate the costs of both Prescriptive & Custom projects, please include an additional document with an estimated breakout of costs for each Prescriptive and Custom energy conservation measure.

Application Type	Replaced equipment at end of lifetime or because equipment failed**	Replaced fully operational equipment to improve efficiency***	New Construction	
	MSD Custom Part 1	MSD Prescriptive Lighting [MSD Prescriptive Lighting	
Lighting	Custom Lighting Worksheet	MSD Custom Part 1 Custom Lighting Worksheet	MSD Custom Part 1 ☐ Custom Lighting Worksheet ☐	
MSD Custom Part 1 Heating & Cooling MSD Custom General Worksheet		MSD Custom Part 1 ☐ MSD Custom General Worksheet	MSD Prescriptive Heating & Cooling MSD Custom Part 1	
			MSD Custom General Worksheet	
Window Films, Programmable Thermostats, & Guest Room Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	MSD Prescriptive Heating & Cooling	MSD Custom Part 1 ☐ MSD Custom General and/or EMS Worksheet(s) ☐	
Chillers & MSD Custom Part 1 MSD Custom General Worksheet		MSD Custom Part 1	MSD Prescriptive Chillers & Thermal Storage ☐	
Thermal Storage	MSD Custom General Worksheet MSD Custom General Worksheet		MSD Custom Part 1 ☐ MSD Custom General Worksheet ☐	
MSD Custom Part 1		MSD Custom Part 1	MSD Prescriptive Motors, Pumps & Drives ☐	
motors & r unips	MSD Custom General Worksheet MSD Custom General W		MSD Custom Part 1 MSD Custom General Worksheet	
VFDs	Not Applicable	MSD Prescriptive Motors, Pumps & Drives □	MSD Custom Part 1	
	Not / Opinoable	MSD Custom Part 1 ☐ MSD Custom VFD Worksheet ☐	MSD Custom VFD Worksheet	
	MSD Custom Part 1 MSD Custom Part 1		MSD Prescriptive Food Service ☐	
Food Service	MSD Custom General Worksheet	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	
	MSD Custom Part 1	MSD Prescriptive Process	MSD Custom Part 1	
Process	MSD Custom General Worksheet	MSD Custom Part 1 MSD Custom General Worksheet	MSD Custom General Worksheet	
Energy Management Systems	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	MSD Custom Part 1 MSD Custom EMS Worksheet	MSD Custom Part 1 ☐ MSD Custom EMS Worksheet ☐	
Behavioral*** & No/Low Cost		MSD Custom Part 1 MSD Custom General Worksheet		

^{**} Under the Self Direct program, failed equipment and equipment at the end of its useful life are evaluated differently than early replacement of fully functioning equipment. All equipment replacements due to failure or old age will be evaluated via the Custom program.

^{****} Please ensure that you include the age of the replaced equipment for measures classified as "Early Replacement" in your application as well as the estimated date that you would have otherwise replaced the existing equipment if you had not-chosen a more energy efficient option.

^{****} Behavioral energy efficiency and demand reduction projects must be both measurable and verifiable. Provide justification with your application.



MERCANTILE SELF DIRECT Ohio Chiller Tune-up Service Application

Questions? Call 1-866-380-9580 or visit www.duke-energy.com.

Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572. REVISED (changes made to original application) Building Type - Required (check one) Data Centers Full Service Restaurant ☑ Office Education/K-12 ☐ Healthcare ☐ Public Assembly ☐ Education Other ☐ Industrial ☐ Public Order/Safety ☐ Elder Care/Nursing Home ☐ Lodging ☐ Religious Worship/Church ☐ Food Sales/Grocery Retail (Small Box) ☐ Service Fast Food Restaurant Retail (Big Box) ☐ Warehouse Other: How did you hear about the program? (check one) □ Duke Energy Representative ☐ Web Site ☐ Radio ☐ Contractor / Vendor ☐ Other Please check each box to indicate completion of the following program requirements: ☐ All sections of application invoice with make, model ☐ Tax ID number for payee Customer/vendor agree to number, quantity and Terms and Conditions equipment manufacturer **Customer Information** Customer/Business Asset Ohio 4th Street Contact Terry L. Murphy Phone 513-784-1054 **Account Number** 8900-0675-02-5 Street Address (Where incentive should be mailed) 201 E. 4th Street 102-14-0152 City Cincinnati State Ohio 45202 Zip Code Installation Street Address 201 E. 4th Street City Cincinnati Ohio State Zip Code 45202 E-mail Address terry.murphy@convergys.com *Failure to provide the account number associated with the location where the installation took place will result in rejection of the application. Vendor Information Vendor Debra-Kuempel Contact Gary Penn Phone 513-527-8110 Fax 513-271-4676 Street Address 3976 Southern Avenue City Cincinnati State Ohio Zip Code 45227 E-mail Address gpenn@debra-kuempel.com If Duke Energy has questions about this application, who should we contact? ☐ Vendor Payment Information Who should receive incentive payment? □ Customer Vendor (Customer must sign below) I hereby authorize payment of incentive Customer Signature (written signature) directly to the vendor: Provide Tax ID Number for Payee Customer Tax ID # 31-159-8292 Vendor Tax ID # Terms and Conditions I have read and hereby agree to the Terms & Conditions and Program Requirements. **Customer Signature** Vendor Signature Date 11-02-2011 Date Title Chief Engineer Title Incentives are subject to change and may be discontinued at the sole discretion of Duke Energy. Equipment must be installed and operable to

be eligible for incentives. As Federal Energy Policy Law changes, equipment efficiency requirements are subject to change.



Manufacturer and Model #	# of Units	Tons Per unit*	Total Project Cost	Current Service Date	Previous Service Date	Total Incentive
Carrier 19DH7895CQ	3	450	\$5,377.50	2/2011	2/2010	\$1,344.37
Carrier 30HXC246RZE660KA	1	225	\$1,792.50	2/2011	2/2010	\$448.13
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Calculate your tune-up incentive*: A. Add up equipment capacity of all units serviced (in tons) and multiply by \$4/ton =	\$3,150.00
B. Cost of service = \$7,170.00 x 50% of total service cost =	\$1,792.50
Total Incentive (lesser amount of row A or row B)=	\$1792.5

Service Requirements:

- 1. This incentive is available only once per unit in a 12 month period.
- An individual chiller is considered one unit.
- 3. Copy of paid invoice must be included with this application
- Self serviced (internal) labor should not be included as part of the total service cost. Only external labor will be considered as part
 of the total service invoice.
- Cooling service must include the following normal maintenance items (please check if completed):

Air cooled condenser coil cleaning	□ Compressor amp draw	
System Pressure check and adjust	Supply motor amp draw	☐ High Pressure controls
	☐ Condenser fan(s) amp draw	☐ Crankcase heater operation
☐ Belt inspect or replace	□ Liquid line temperature	Water cooled chiller condenser tube cleaning
□ Contactors condition	Suction pressure & temperature	☑ Water cooled chiller evaporator tube cleaning
	☑ Oil level & pressure	·

Incentive Eligibility

- Incentives are only available to customers on Duke Energy Ohio non-residential rate.
- Duke Energy Customers who purchase electric generation from an alternative supplier are eligible to participate.
- Incentive will not be paid until eligible equipment has been installed, is available to operate, and verification has been completed by Duke Energy staff as noted in the Term & Conditions stated below.
- Duke Energy reserves the right to revise incentive levels and/or qualifying efficiency levels at anytime.
- Customer may assign the incentive to the vendor who installed/supplied the equipment. The customer's signature is required in the
 appropriate places on this form to assign the incentive to the vendor. Customer agrees that such an action constitutes an irrevocable
 assignment of the incentive. This assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount.
- Any equipment which, either separately or as part of a project, has or will receive an incentive from any other Duke Energy program
- · In no case will Duke Energy pay an incentive above the actual cost of the service.
- · Incentive recipient assumes all responsibilities for any tax consequences resulting from Duke Energy incentive payment.
- To qualify for Duke Energy incentives, applicants who provide their social security number as their federal tax identification number for tax purposes must sign and return the "Customer consent to release personal information" form ("Consent Form") along with the application. Incentive applications are processed by a 3rd party vendor. The 3rd party vendor is responsible for mailing the 1099 form at the end of the calendar year for tax filing. Duke Energy and the 3rd party vendor have signed a confidentiality agreement to protect your personal information. If your social security number is your federal tax ID number and you elect not to sign the Consent Form, please do not send Duke Energy the application, as you will not be qualified to participate in the incentive program.



Terms and Conditions

I certify that this premise is served by Duke Energy (or an affiliate of Duke Energy), that the information provided herein is accurate and complete, and that I have purchased and installed the high efficiency equipment (indicated herein) for the business facility listed herein and not for resale. Attached is an itemized invoice for the indicated installed equipment. In understand that the proposed incentive payment from Duke Energy is subject to change based on verification and Duke Energy approval. I agree to Duke Energy verification of both the sales transaction and equipment installation which may include a site inspection from a Duke Energy representative or Duke Energy agent. I understand that I am not allowed to receive more than one incentive from Duke Energy on any piece of equipment. I also understand that my participation in the program may be taxable and that my company is solely responsible for paying all such taxes. I hereby agree to indemnify, hold harmless and release Duke Energy and it's affiliates from any actions or claims in regards to the installation, operation and disposal of equipment (and related materials) covered herein including liability from an incidental or consequential damages. Duke Energy does not endorse any particular manufacturer, product or system design within these programs; does not expressly or implicitly warrant the performance of installed equipment (Contact your contractor for details regarding equipment warranties), and is not liable for any damage caused by the installation of the equipment or for any damage cause by the malfunction of the installed equipment.



Incentive Application Instructions

IMPORTANT NOTICE

Delays in processing incentive payments will occur if required documentation is not included with completed application(s).

- Contact Duke Energy toll free at 866-380-9580 to confirm customer eligibility. Applications are available for download at www.duke-energy.com.
- Review program and equipment requirements on the incentive application. (Page7)
- 3. Purchase and install eligible energy-efficient equipment.
- Complete and submit application for equipment that was installed after 1/1/2008.
- 5. The following items must be included to verify projects. If they are not included, it will delay payment of incentive.
 - A. Itemized invoice for all equipment installed to include:
 - a. Equipment cost
 - b. Quantity per equipment type installed
 - c. Model # for each equipment type
 - d. Manufacturer's data sheet for each equipment model #.
 - B. Make sure the account number provided on the cover page (customer information section) is associated with the location where the equipment was installed. If the account # does not match the address where the equipment was installed, the application will be rejected as ineligible.
 - C. Provide required tax ID# for payee.
 - D. Customer must sign and date the application after reviewing the Terms and Conditions. If customer wishes to assign payment of the incentive directly to the vendor, the customer should circle the appropriate payee in the Payment Information section of the application and sign their name to authorize payment.
- 6. Duke Energy may require site verification of projects that have been self-installed, prior to payment of incentive.
- 8. Email the complete, signed application with all required documents to SelfDirect@duke-energy.com or fax to 513-419-5572.
- 8. A percentage of equipment installations will be site verified for quality assurance purposes. Once selected, a Duke Energy representative will contact the customer to arrange for the inspection. All incentive payments related to the project will be withheld until site verification is complete. There is no charge to the customer for these inspections.



Mercantile Self Direct Incentive Program Requirements for Vendor Participation

Program Overview

- Duke Energy offers it's eligible non-residential customers the opportunity to increase profitability through energy cost savings and contribute to a cleaner environment by participating in our Mercantile Self Direct Incentive Program.
- Under the Duke Energy Mercantile Self Direct Incentive Program, Vendor is defined as any third party who:
 - Promotes the sale and installation of the high efficiency equipment for the customer. The Vendor will ensure that the eligible equipment is installed and operating before submitting the application or assisting the customer in completing the application.
 - Is responsible for the product sale only and is not required to ensure installation of the eligible equipment.
- All license requirements, if any, are solely the Vendor's
 responsibility. Participating Vendors include equipment
 contractors, equipment Vendors, equipment manufacturers and
 distributors, energy service companies, etc. The typical Vendor
 role is to contact/solicit eligible customers building new or
 retrofitting existing facilities and encourage the installation of
 the energy-efficient equipment offered in Duke Energy's
 program.
- Incentives are paid directly to customers unless the customer assigns the incentive to the Vendor. The assigned incentive must reduce the purchase price paid for the equipment by an equivalent amount. Incentives are taxable to the entity who receives the rebate check. Rebates greater than \$600 will be reported to the IRS unless documentation of tax exempt status is provided.
- Vendors can sign up to be on Duke Energy's Web site as a
 participating Vendor and be added to Duke Energy's e-mail
 distribution by emailing the Vendor Participation Agreement
 (VPA) to <u>SelfDirect@duke-energy.com</u> or faxing to 513-4195572.

Guidelines for Vendor Activities

- Vendors shall sign and return the attached VPA to Duke Energy prior to soliciting customer participation or when submitting an application. Rebate payments will not be released to a Vendor unless a signed VPA is on file.
- Vendors shall not misrepresent the nature of their role in the program. In particular, Vendors shall not state or imply to customers, or any persons, that the Vendor is employed by or working on Duke Energy's behalf.

- Vendors may not represent to customers that Duke Energy endorses their specific products or services. Duke Energy does not endorse specific products, services, or companies – only energy-efficient technologies.
- Vendors may advise customers of their option to have Duke Energy make their rebate check(s) payable to the Vendor if the customer's rebate amount is being deducted from the total sale price in advance. The customer must complete and sign the Payment Release Authorization section of the Mercantile Self Direct Incentive Program Application.
- Vendors may use the words "Duke Energy's Mercantile Self Direct Incentive Program" in promotional materials or advertisements. Vendors may use the name Duke Energy in a text format to describe the Mercantile Self Direct Incentive Program, but are not permitted to use Duke Energy's logos.
- For Vendors who properly install the qualifying equipment, the equipment shall be installed and operating prior to an application being submitted. A percentage of each Vendor's installations will be subject to inspection by Duke Energy for verifying that the equipment is installed and operating. Vendors demonstrating high failure rates (based on a statistically significant sample) will have 100% of subsequent jobs inspected or may have their participation in the Mercantile Self Direct Incentive Program revoked by Duke Energy in it's sole discretion.
- Vendors shall provide customers with applicable equipment warranty information for all measures installed. Vendors shall provide the required documentation for customers to apply for the rebate (invoices with model numbers and quantities, specification sheets for installed equipment, etc.) and assist customers in filling out the application.
- Vendors shall comply with all applicable local, state, and federal laws and codes when performing installation and related functions.
- Duke Energy reserves the right to revoke a Vendor's participation in Mercantile Self Direct Incentive Program if, in Duke Energy's sole judgment, the Vendor fails to comply with the program's guidelines and requirements.
- Mercantile Self Direct Incentive Program offerings may be modified or terminated without prior notice. Check Duke Energy's Web site for current program status.

For more information, call 1-866.380.9580 or visit www.duke-energy.com.



Mercantile Self Direct Rebate Program

Technology	Responsible for sales and not installs*	Responsible for sales and Installation*	Technology	Responsible for sales and not installs*	Responsible for sales and Installation*
Lighting	П	П	Thermal Storage	in .	
Heating Ventilation & Cooling			Pumps/Motors/VFD's	Ö	
Food Service		П	Chillers	<u> </u>	
Water Heating		n	Refrigeration	in .	П
Process Equipment		П	Window Film		
(air compressors, injection					
molding, etc.)	·		<u> </u>		
 Check all that apply 					
Vendors who wish to be liste form must be on file at Duke SelfDirect@duke-energy.cor	Energy in order for the n.	e Vendor to receive inc	entive payments. Fax fo	orm to 513-419-5572 or	email to
I have read and understand requirements set forth therei accurate to the best of my kr accurate. I agree that any cowill be used for the sole purp that I am responsible for male	n. By signing this agree nowledge. I hereby reprinting the niidential information coose of facilitating the co	ement, I agree to provi- resent and warrant that concerning my custome customer's participation	de my customers with ir t the Tax ID and Vendo er, including but not limit in the Mercantile Self E	nformation and docume r.Tax Status provided b ted to Duke Energy sen Direct Incentive Prograr	ntation that is true and elow are true and vice account information, n. Further, I understand
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For more information, call 1-866-380-9580 or visit www.duke-energy.com.

Clarion Stop Inspection Requirements

One Year Stop Inspection

- Clean condenser tubes with nylon brushes. * Install new magnesium anodes in water boxes when sufficient room exists for proper installation.
- Change oil filters and compressor oil. Dispose of oil per EPA regulations. Oil analysis and refrigerant analysis annually.
- 3. Megger compressor motor
- 4. Leak test.
- 5. Clean and tighten starter terminals. Inspect contacts.*
- Record vibration levels.
- Check and calibrate all safety and capacity controls; record settings.
- Replace filter dryer cores.
- Run performance test on chiller and evaluate results.* Trim refrigerant charge under load in late spring.
- 10. Overhaul purge system
 - a. Inspect/replace sight glasses.
 - b. Inspect/replace separator float valve.
 - c. Replace purge filter.
- 11. Record all data on Stop Inspection log sheet.

Three Year Stop Inspection

Every third year the following item should be completed in addition to those items listed in the one-year Stop Inspection.

- 12. Remove overloads and have them bench calibrated by a qualified repair facility.
- 13. Eddý current test condenser tubes.

Six Year Stop Inspection

Every sixth year the following items should be completed in addition to those items scheduled under the Stop Inspection Program.

- 14. Clean evaporator tubes with nylon brushes*
- 15. Eddy current test evaporator tubes.

Eight Year Stop Inspection 24,000 Hrs. (whichever occurs first)

Every eighth year (or 24,000 hours) the following items should be completed in addition to those items listed in the one year Stop Inspection.

- 16. Inspect and record clearances as appropriate to the following:
- 17. a. Guide vane assembly
- 18. b. Motor bearings
- 19. c. Thrust clearance
- 20. d. Rotor and stator.
- 21. e. Impellers.
- 22. f. Labyrinths.
- 23. Inspect oil pump and motor and oil heater. Clean oil sump.
- 24. Inspect stator to motor terminal connections for loose connections or cracked motor terminals.

25. Replace compressor O-rings and gaskets.

*Completed by Colliers Turley Martin Tucker personnel

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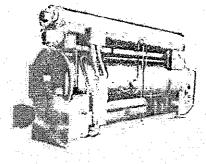


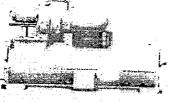
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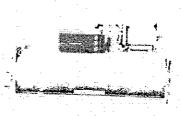
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19DH

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Remit to:

P.O. Box 701620

Cincinnati, OH 45270-1620

BILLED BY: VSNAPP

INVOICE 00656752 DATE

CUSTOMER:

10392

JOB ADDRESS:

4/30/11

CBRE FACILITIES FOR CONVERGYS ATTN: ACCOUNTS PAYABLE

PO BOX 1196

CINCINNATI, OH 45201

458-1298

CBRE/ATRIUM I CHILLERS MAINT-12/11 201 E FOURTH STREET

CINCINNATI, OH 45202

Customer PO No.: 231261091211

Job Number...: 244341 Bill Contract: 244341

REFERENCE DESCRIPTION

TRUUMA

ATRIUM ONE CHILLER PM (2) CENTRIFUGAL ONE YEAR INSPECTION. SCREW CHILLER ONE YEAR INSPECTIONS. #3 TEAR DOWN PER YOUR REQUEST.

PREVENTIVE MAINTENANCE

One year Stop Inspections (Seespecs) 1. MN# 19 DH 7895 CQ 5N: 80-41-30427 Carrier 2. MN: 19 DH 7895 CQ SN: 80-41-30429 Carrier

27,276.00

3 MN. 30HXC246RZE660KA SN: 10050 4896 Carrier 8 year Storp (uspections (see specs)

4. NIN: 19 DH 7895 CQ 5N1 80-41-30428 Cavier

These were completed in April 2011.

10/20/2011

Ferry Murphy

Now Accepting Visa/MC/AMX for

Payment of Invoices.

A Service Charge of 1.5% per Month will be charged on All Past Due Accts. SUB-TOTAL

27,276.00

TAX

AMOUNT PAID

.00 27,276.00

AMOUNT DUE ORIGINAL

DUE ON RECEIPT



3976 Southern Avenue

Cincinnati, Ohio 45227

513.271.6500

Fax 513.271.4676

BILLED BY: KRISTIE TONEY 513-527-8173

INVOICE 656752 DATE 4/30/2011

10392

CBRE Facilities For Convergys ATTN: Accounts Payable PO Box 1196 CINCINNATI,OH 45201

CBRE/Atrium I Chillers Maint-12/11 201 E Fourth St. CINCINNATI, OH 45202

458-1298

Customer P.O. No.:

Ticket Number: Bill Contract:

REFERENCE DESCRIPTION

AMOUNT

Atrium One Chiller PM

(3) Centrifugal Chiller one year stop inspections. (1) Screw Chiller one year stop inspection.

Preventive Maintenance

7170.00

Now Accepting Visa/MC/AMX for Payment of Invoices.
A Service Charge of 1.5% per Month will be charged on All Past Due Accts.

SUB-TOTAL TAX

7170.00

AMOUNT PAID

CREDIT

DUE ON RECEIPT

7170.00

Remit To: DeBra-Kuempel

P.O. Box 701620

Cincinnati, Ohio 45270-1620