

June 8, 2010

City of Portland, Oregon

&

General Electric Company

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 8th day of June, 2010 between General Electric Company ("GE") and the City of Portland, Oregon ("Portland")

Portland and GE, hereafter referred to as "parties", recognize the following:

- A. The parties wish to work together to research, develop, and deploy projects, initiatives, and technology programs that contribute to the achievement of Portland's sustainability and economic development goals.
- B. The parties wish to enter into this Memorandum for the purpose of setting forth the basis and terms of their discussion, evaluation, and development of definitive agreements relating to job creation and sustainability projects and initiatives.
- C. The parties wish to develop a mutually beneficial relationship that builds upon sharing expertise, best practices, and development needs in an effort to refine and advance policies, technology, and public outreach related to economic development issues and sustainability.

In an effort to advance the collaboration set forth by this memorandum, the parties have agreed on the following:

1) Shared Long-Term Vision

- a. The parties maintain a commitment to the global environment and sustainability – as laid out in Portland's Climate Action Plan, and with GE's ecomagination initiative – and will work jointly to realize these shared goals.
- b. The parties are committed to developing and working with Portland-based businesses to develop their capacity and foster local job creation, as articulated in the Portland's 5-Year Economic Development Strategy.
- c. The parties desire to establish a relationship such that Portland will remain at the forefront of implementing innovative sustainability-related initiatives, projects, and green technologies.
- d. The parties desire to partner in the creation of multiple projects that showcase and promote distinctive solutions and technologies and set a global standard for sustainable and healthy community development best practices and public engagement.
- e. GE may utilize projects as strategic sites for refining, deploying, and promoting advanced technological solutions.
- f. The parties remain committed to helping local Portland-based businesses prosper in connection with the Shared Vision and will work to ensure that the activities undertaken as a result of this memorandum do not negatively impact the competitive position of local companies.
- g. The parties will collaborate to facilitate Portland's participation in state and federal opportunities to more quickly realize sustainability-related projects, and contribute to economic development in Portland.

2) General Scope & Operating Rhythm

- a. GE will inform Portland of relevant new products, offer early access to commercially viable products at a value driven price, and provide reasonable access to its consultants, advisors, technical partners, and others as appropriate for projects in the scope of the Shared Vision.
- b. Portland will inform GE of, and will provide reasonable and timely access to, publicly available information relative to ongoing challenges, upcoming projects, relevant proposals, project

plans, timing schedules, advisors, and others, to more quickly realize and achieve the goals outlined in the Shared Vision.

- c. The parties will work together to develop a mutually acceptable operating rhythm whereby GE and Portland will participate in information exchanges in development of the Shared Vision and projects, including semi-annual meetings between Portland and GE leadership, to discuss new technology, city trends, needs, and future projects.

3) In the near term, GE and Portland will explore areas to collaborate on the following initiatives:

- a. Clean Energy Works - a program that helps qualified Portland homeowners finance and install energy efficiency upgrades in their homes.
 - i. The parties will explore a residential deployment of a GE energy efficient appliances package, supported by a preferred financing solution, and will work to integrate incentives and rebates from the Oregon Energy Trust and local utilities to reduce the up-front costs associated with the package.
 - ii. The parties will explore smart meter and electric vehicle infrastructure deployment opportunities with utilities and the Oregon Energy Trust.
 - iii. The parties will explore collaborative marketing efforts, including customer outreach and co-branded marketing materials, to inform the public of the residential and commercial retrofit efforts.
 - iv. The parties will explore ways to streamline and automate the business flow process currently utilized by the Clean Energy Works program.
 - v. The parties will explore the integration of a pilot "Treasure Hunt" initiative in partnership with the Environmental Defense Fund to retrofit commercial buildings in one or more industry segments.
 - vi. The parties will explore residential and commercial financing options alongside public investment funds to facilitate the implementation of the retrofits.
- b. EcoDistricts - a whole systems green neighborhood investment strategy that integrates hardware infrastructure (i.e. buildings, energy systems, water infrastructure, electric vehicle infrastructure, etc.) and software (networks of people, policies, etc.) taking place in multiple, distinct Portland districts.
 - i. Portland will facilitate introductions between GE and relevant stakeholders, planners, and local businesses in the various EcoDistricts with the intent of enabling GE to participate as a provider of technology, research, and technical assistance in the EcoDistricts in accordance with the Shared Vision and upon the consideration of each EcoDistrict's stakeholders.
 - ii. Portland will facilitate GE's participation on the EcoDistricts technical committee, enabling GE to leverage its technical expertise to facilitate the EcoDistricts activities.
- c. Oregon Sustainability Center - a planned net-zero energy building on Portland State University's campus that synthesizes environmental performance with an integrated sustainability agenda, serving both as a technological model and as a hub for sustainable practices, policy, education, research, and entrepreneurship.
 - i. The Parties will collaborate with local stakeholders on the design, implementation, and interaction of technology in the Oregon Sustainability Center.
- d. Local Business Development - a GE pilot initiative that leverages GE's knowledge base, global network, and existing business connections, to assist the growth of select Portland-based

small businesses.

- i. The parties will identify and screen local Portland-based green development and clean technology companies with an interest in global business growth.
- ii. With the intent of expanding the selected Portland-based businesses, GE's role in this effort may include introductions to potential partners for technology collaboration, potential licensees, sources of capital, and product distributors.
- iii. GE will facilitate introductions between its supply chain sourcing personnel and Portland Development Commission staff to evaluate potential economically viable supplier alternatives.
- iv. The parties may explore ways to collaborate on additional local business development and entrepreneurial initiatives that are consistent with the shared vision.
- v. Each selected Portland based company will retain sole responsibility for any business relationship that may result from GE's introduction to a business partner, including performance of due diligence (initial, legal, and financial), the structure and execution of any resulting relationship, and other areas such as subsequent risk analysis, deal structuring, and agreements.

4) Avoidance of Conflicts

- a. This MOU expresses the intent of the two parties to enter into discussions with respect to potential mutually beneficial collaboration efforts; however, the parties agree that nothing in this MOU will give rise to any legally binding or enforceable obligation, liability, or agreement on the part of either party.
- b. Portland certifies that as a result of GE's participation in this MOU, GE will not be precluded by any applicable state or city law, rule or regulation from qualifying for and pursuing opportunities, submitting bids, or being awarded business opportunities that may arise as a result of or relate to work performed in connection to this MOU.
- c. Without limitation, nothing in this MOU shall prevent Portland from discussing economic development opportunities with any other company or competitor of GE, or for GE from entering into an agreement with any other party or otherwise taking any action in accordance with its interests, whether relating to the subject matter of this MOU or otherwise.
- d. Nothing in this MOU waives any Portland city policy or prohibits Portland from maintaining or enforcing its current policies or agreements, including, but not limited to, contracting, competitive bidding, workforce, and other requirements.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this MOU as of the date set forth above.

City of Portland, Oregon

General Electric Company

Sam Adams
Mayor

Kevin Decker
US Government Engagement Leader