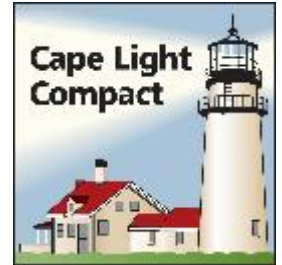
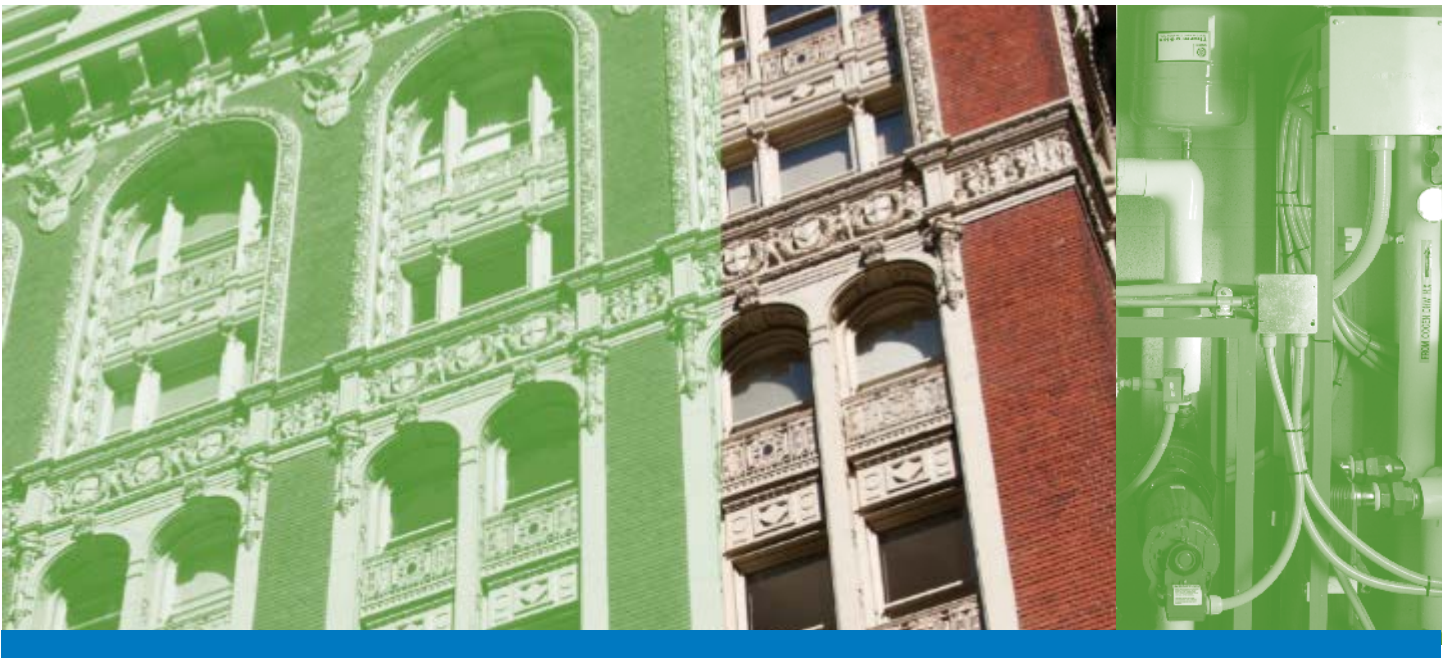


2018

Existing Buildings



Small/Medium Business - Customer Directed Option (CDO)



Cape Light Compact CDO Application Process

Process Description

1. Before starting the application process, check with Cape Light Compact to determine eligibility of the proposed project and to establish requirement for detailed savings projections and cost estimates. Installation should not begin until it's reviewed and approved by Cape Light Compact.
2. Eligible customers must have an annual energy consumption of less than or equal to 1,500,000 kWh. (*Note: Municipal, County, State and Federal Government buildings are not eligible for this initiative*)
3. Application shall include existing, base case scenario, site data, and proposed equipment for installation. Cut sheets and pricing, including labor, must be provided at this time.
4. This application will be submitted to Cape Light Compact's Technical Representative for review and evaluation of potential incentives. The Technical Representative is forbidden from bidding on the same work presented in the proposal.
5. The Technical Representative will conduct a site inspection before work begins of the scope of work, and will develop a proposal for any additional recommended work at the site.
6. After successful review and project approval, Cape Light Compact will notify customer in writing of the project approval, the incentive amount and the terms and conditions required to receive final incentive payment. If additional measures are recommended, customer has 60 days to sign the proposal for these additional measures.
7. A permit must be pulled for every application and a copy provided to Cape Light Compact's Technical Representative.
8. The CDO vendor must complete the proposed scope of work within 90 days of customer's signature.
9. The CDO vendor must receive the customer's signature on a Certificate of Installation, indicating that the work is complete and the customer satisfied with the install.
10. CDO vendor alerts Cape Light Compact's Technical Representative that the work is complete, and submits required documentation, and the Technical Representative conducts a post-installation site visit.

Project Requirements

The following is a guide to the level of technical information and documentation that is required to support an application.

General Project Description

- General description of facility, its use and typical operation; including hours of operation and occupancy schedules

Existing Materials and Equipment

- Detailed description of equipment type, energy consumption and hours of operation per area
- Description of any existing controls and sequence of operations

Proposed Materials and Equipment

- Detailed description of equipment type, energy consumption and hours of operation per area
- Cuts sheets for the materials or performance ratings for equipment being installed
- Description of proposed controls and sequence of operations

Energy Savings Calculations

- Show calculations used to determine energy savings.
- The calculations should clearly show all the details of how the energy savings were estimated. This includes all engineering formulas and documentation of all the factors, values and assumptions used in the formulas. Use of a spreadsheet is the preferred method of running, and sharing, calculations.
- In cases where energy modeling is used to determine savings, approved modeling software must be used. Input and output data from the model must be provided.

Project Permit

- A copy of the permit pulled to support the work in accordance with MA codes and regulations

Certificate of Installation

- Customer sign off that the work is completed and they are satisfied with the installation.

Incentive Payments

- Incentives will be paid out based on project cost, as determined by Cape Light Compact guidelines.
- The CDO incentive offer is only available to retrofit projects and may not be combined with other offers from the Cape Light Compact or any other Mass Save® program (e.g. New Construction, prescriptive applications, etc.)
- Any materials purchased for use in a CDO project cannot receive an Upstream incentive. Please ensure that you inform your material supplier that the materials for your CDO project should not be submitted for Upstream incentives.
- Any projects found to be in violation of this prohibition will not be eligible to receive incentives via the CDO program. Abuse of this guideline will risk your future participation in the CDO program.

Questions? Contact Us.

Phone: 1-800-797-6699

e-mail: efficiency@capelightcompact.org

web: www.capelightcompact.org

Cape Light Compact CDO Application

CUSTOMER/ACCOUNT HOLDER INFORMATION

| | | |
|---|---|------------------|
| COMPANY NAME | CONTACT PERSON | APPLICATION DATE |
| INSTALL SITE | PHONE | FAX NUMBER |
| EMAIL ADDRESS | SQUARE FEET (COVERED BY THIS APPLICATION) | |
| STREET ADDRESS | CITY | STATE ZIP |
| MAILING ADDRESS (IF DIFFERENT) | CITY | STATE ZIP |
| ELECTRIC COMPANY NAME | ELECTRIC ACCOUNT NUMBER | |
| GAS COMPANY NAME | GAS ACCOUNT NUMBER | |
| BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX) | | |
| <input type="checkbox"/> ASSEMBLY <input type="checkbox"/> FAST FOOD <input type="checkbox"/> HOTEL <input type="checkbox"/> MULTI STORY RETAIL <input type="checkbox"/> RELIGIOUS <input type="checkbox"/> SMALL RETAIL <input type="checkbox"/> AUTOMOTIVE <input type="checkbox"/> FULL SERVICE RESTAURANT <input type="checkbox"/> LARGE REFRIGERATED SPACE <input type="checkbox"/> MULTIFAMILY HIGH-RISE <input type="checkbox"/> K-12 SCHOOL <input type="checkbox"/> UNIVERSITY <input type="checkbox"/> BIG BOX <input type="checkbox"/> GROCERY <input type="checkbox"/> LARGE OFFICE <input type="checkbox"/> MULTIFAMILY LOW-RISE <input type="checkbox"/> SMALL OFFICE <input type="checkbox"/> WAREHOUSE <input type="checkbox"/> COMMUNITY COLLEGE <input type="checkbox"/> HEAVY INDUSTRIAL <input type="checkbox"/> LIGHT INDUSTRIAL <input type="checkbox"/> OTHER: <input type="checkbox"/> DORMITORY <input type="checkbox"/> HOSPITAL <input type="checkbox"/> MOTEL | | |

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

| | | |
|--|---|---|
| PAYMENT TO: <input type="checkbox"/> CUSTOMER <input type="checkbox"/> VENDOR/INSTALLER | CUSTOMER — TAX ID# (REQUIRED) | VENDOR/INSTALLER — TAX ID# (REQUIRED IF RECEIVING INCENTIVE) |
| CHECK PAYABLE TO: | CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT | VENDOR COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT |

VENDOR INFORMATION

| | |
|------------------|--|
| VENDOR/INSTALLER | CONTACT NAME |
| STREET ADDRESS | CITY STATE ZIP |
| PHONE | EMAIL ADDRESS |
| DATE | VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE.) X |

CUSTOMER ACCEPTANCE OF TERMS

| | | |
|--|------------|------------------------------------|
| PRE-INSTALLATION <input type="checkbox"/> I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS IN THIS APPLICATION. | | ANTICIPATED COMPLETION DATE |
| DATE | PRINT NAME | AUTHORIZED SIGNATURE X |
| POST-INSTALLATION <input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION. | | |
| DATE | PRINT NAME | AUTHORIZED SIGNATURE X |

FOR PROGRAM ADMINISTRATORS ONLY

| REQUIRED INSPECTIONS | DATE | INSPECTOR | PROJECT COSTS: | |
|-------------------------|------|-----------------|----------------|--|
| PRE-INSPECTION: | | | LABOR \$: | |
| POST INSPECTION: | | | | |
| APPROVAL | DATE | PROGRAM MANAGER | MATERIAL \$: | |
| PRE-APPROVED INCENTIVE: | | | | |
| FINAL INCENTIVE: | | | | |

Cape Light Compact Terms & Conditions

1. Incentives

Subject to these Terms and Conditions, the Program Administrator will pay Incentives to the Customer for the installation of EEMs.

2. Definitions

- (a) "Customer" means the customer maintaining an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- (b) "EEMs" are those energy efficiency measures described in the Program Materials or other custom measures that may be approved by the Program Administrator pursuant to Section 6 below.
- (c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- (d) "Incentives" means those payments made by the Program Administrator to the Customer pursuant to the Program and these Terms and Conditions.
- (e) "Program" means the energy efficiency program offered by the Program Administrator to customers as described in the Program Materials.
- (f) "Program Administrator" means the Cape Light Compact, including its successors and assigns.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, Program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement for Program Administrator Approval

- (a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Upon request by the Program Administrator, the Customer will provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a professional engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- (b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's analysis.
- (c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post- installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentives. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM installation and Incentives.
- (d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- (e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification

The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to pay any Incentives. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three-year period following completion of the installation in order to determine the actual demand reduction and energy savings. As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by the Customer.

7. Incentive Amounts

- (a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
- (b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEMs, or the pre-approved Incentive amount, whichever is less.
- (c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (i) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, (ii) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or (iii) the EEMs have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at the Facility. In addition, the Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of any of the foregoing circumstances.

8. Equipment and Installation

The Customer represents that the Customer has obtained any permission necessary for installation of the EEMs.

The Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. The Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or other incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEMs, the Program Administrator may terminate any obligation to pay Incentives.

10. Incentive Payment Conditions

Provided that the Customer has satisfied his/hers/its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (i) Program Administrator's approval of the EEMs has been provided; (ii) all applicable permits, licenses and inspections have been obtained by the Customer; (iii) installation of the EEMs has been completed in accordance with the requirements set forth in the Program Materials; and (iv) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with these Terms and Conditions.

11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

12. Maintenance of EEMs

The Customer acknowledges and agrees that the Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms thereof and the Program Materials, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms and Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third-Party Financing

Pre-approved custom projects may be eligible for financing by a third-party lender. The Customer may contact Program Administrator for information regarding such financing. The Customer understands and agrees that the Program Administrator shall have no liability in connect with such financing.

15. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability

The Customer shall indemnify, defend and hold harmless the Program Administrator, its members, successors and assigns and each of their respective contractors, officers, directors, employees, agents, representatives (collectively, the "Indemnified Parties") from and against any and all property damage, personal injuries, claims, damages, losses, costs and expenses (including reasonable attorneys' fees), arising out of, resulting from, or caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, his/her/its subcontractors, agents, representative, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials. The Program Administrator and the Indemnified Parties shall not be liable to the Customer or any other party for any other obligations, losses, damage or claims. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and the Indemnified Parties from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Representations or Warranties by the Program Administrator

(a) THE PROGRAM ADMINISTRATOR DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE PROGRAM ADMINISTRATOR MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREWITH, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE PROGRAM ADMINISTRATOR. THE PROGRAM ADMINISTRATOR MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY PROGRAM MATERIALS.

(b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.

(c) The Customer acknowledges and agrees that it is solely responsible for all aspects of selection, installation, operation and maintenance of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition and is properly maintained; properly disposing of waste material; ensuring that the equipment is of the manufacture,

design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for the Customer's purposes; and determining if work related to installation of the EEMs was properly performed.

(d) The Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.

(e) The provisions of this Section 17 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting

The Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in the Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits

Other than the energy cost savings realized by the Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including, without limitation, ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and the Customer represents that the Customer has obtained any permission necessary for installation of the EEMs. The Customer waives, and agrees not to seek, any right to such energy benefits.

21. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in the Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

22. Termination

The Program Administrator shall have the right to terminate the Customer's participation in the Program should it determine that the Customer is not performing his/her/its obligations under these Terms and Conditions.

The Customer may cancel his/her/its participation in the Program at any time by notifying the Program Administrator in writing.

23. Hazardous Material

The Program Administrator shall have no liability or responsibility for the discovery, presence, handling, removal, or disposal of or exposure of person or persons to hazardous material of any kind in connection with the Facility, including, without limitation, asbestos or other toxic substances.

24. Miscellaneous

(a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.

(b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.

(c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts. If legal action is commenced by the Program Administrator to enforce its rights, it shall be entitled to recover its reasonable costs and attorneys' fees.

(d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.

(e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.

(f) The Program Administrator may assign any or its rights or obligations, in whole or in part, without advance notice to, or consent of, the Customer. The Customer shall not assign any of his/her/its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentives) without first obtaining the written consent of the Program Administrator.

(g) These Terms and Conditions are not intended for the benefit of any party other than the Program Administrator and the Customer.

(h) The provisions of Sections 5 (Monitoring and Inspection), 7 (Incentive Amounts), 8 (Equipment and Installation), 9 (Installation Schedule Requirements), 11 (Contractor Shared Savings Arrangements), 13 (Program/Terms and Conditions Changes), 15 (Publicity of Customer Participation), 16 (Indemnification and Limitation of the Program Administrator's Liability), 17 (No Representations and Warranties by the Program Administrator), 18 (Equipment, Contractor Selection and Contracting), 19 (Removal of Equipment), 20 (Energy Benefits), 21 (Customer Must Declare and Pay All Taxes), 23 (Hazardous Material) as well as any other Section herein that specifies by its terms that it survives termination, shall survive the termination or expiration of the Customer's participation in the Program.

24. Counterpart Execution; Scanned Copy.

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.