



Grant Application Guidelines for Public Schools and Local Governments

A Complete Guide with Checklist for Applicants

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Table of Contents

Program Overview

Eligibility Requirements

Timeline

Application Process & Checklist

Grant Information

- **Grant Amounts**
- **Eligible Uses of Grant Dollars**
- **Other Resources for Grant Recipients**

Background & Supporting Documents

- **Budget Impacts & Benefits**
- **Grant Funding for Sustainability Initiatives**
- **News for Facilities Managers**
- **Why Go Solar**
- **RVA Solar Fund Program FAQs**

Appendices

- **Secure Futures' Letter of Intent**
- **Dominion Energy Data Release Form**
- **Sample Letter of Governing Board Approval of PPA Template**
- **Secure Futures Solar PPA Template Document**
- **Sample Letter of Counsel's Approval of Cooperative Procurement and Other Jurisdictions' Counsels' Approval of Cooperative Procurement**

Program Overview

Overview of the RVA Solar Fund

The Community Foundation for a greater Richmond (TCF) is seeking grant applications from local governments and K-12 public school systems in the greater Richmond region that want to incorporate solar energy on site.

The RVA Solar Fund is a donor-driven funding opportunity to empower these public or non-profit entities to choose solar energy at zero upfront capital costs and with lower, more predictable electricity costs for years to come.

The program is structured with two key components, 1) a grant award 2) and a commitment to purchase solar power generated on-site:

- (1) Grant Award** | Grants of up to \$100,000 may be used to cover administrative costs associated with executing this grant, clean energy curriculum and teacher training, public sustainability initiatives, marketing and outreach about solar energy, or similar efforts.
- (2) Power Purchase Agreement** | Once selected and prior to receiving funding, grant recipients will enter into a solar [power purchase agreement](#) (PPA) with our selected partner [Secure Futures](#), a [Certified B Corp](#) specializing in solar installations for public and non-profit entities.

To create long-term cost savings, Secure Futures will provide the electricity generated by these solar panels to the building where they are installed at or below current costs for grid-supplied electricity.

Public agencies will benefit from administrative efficiencies due to a cooperative purchase agreement for solar PPAs already in place in Virginia ([Albemarle County's 2014 RFP # 2015-08213-23](#)). This RFP already has been used by Albemarle County Public Schools, Lexington City Public Schools, Richmond Public Schools, and Augusta County Public Schools.

Eligibility Requirements

Qualifying Institutions

All K-12 public school systems and local governments in the greater Richmond region east to the Chesapeake are eligible and encouraged to apply. This includes the cities of Colonial Heights, Hopewell, Petersburg, and Richmond as well as the counties of Amelia, Charles City, Chesterfield, Cumberland, Dinwiddie, Essex, Gloucester, Goochland, Hanover, Henrico, King and Queen, King William, Lancaster, Mathews, Middlesex, New Kent, Northumberland, Powhatan, Prince George, Richmond, and Westmoreland.

If your organization is interested and eligible for this grant, please submit your non-binding Notice of Interest (NOI) by January 15, 2019 to begin the process.

Site Requirements

Grant applicants should meet the following site requirements and energy usage guidelines.

- **Total electricity usage** must be greater than 150,000 kWh or \$15,000 annually, based on metered usage at proposed solar installation sites.
- **Total space** made available for solar panels must not be less than 10,000 square feet. Applicants are encouraged to aggregate space across multiple sites (e.g. among several schools in the district).
- **Minimum per site square footage** for solar panels must not be less than 5,000 square feet of rooftop or 3 acres of open land.
- **"Solar-Ready"** is the standard for all submitted sites. **Rooftops** must be unshaded, relatively free of obstructions, and in good condition. **Open land** identified for panels must be unshaded and located within 1,000 feet of a metered building using not less than 500,000 kWh of electricity annually.

Unsure if your institution meets all the requirements? Not a problem.

The Notice of Interest (NOI) is an expression of desire to be considered for the program and identification of potential sites for solar installations. Don't be shy about submitting sites about which you are unsure of some of the requirements. Program staff will review each NOI submission and notify prospective grantees of their eligibility to submit a full application. That process will establish the applicant's solar energy feasibility with precision.

Program Timeline

October 29 and November 8, 2018 | Information Sessions

On October 29 at 8:30 a.m., interested public entities may join program staff at [Gather](#) in downtown Richmond for a presentation and light refreshments. To register, see the www.rvasolarfund.org website.

On November 8 at 3:00 p.m., interested public entities may join an on-line webinar. To register, see the www.rvasolarfund.org website.

October 1, 2018 – January 15, 2019 | Notices of Interest (NOI) Accepted

The non-binding NOI submission includes applicant contact information, general site information, electric bills, legal approval of the cooperative procurement opportunity, an electric utility data access waiver, and a non-disclosure agreement. The NOI is submitted through [The Community Foundation website](#). Applicants whose sites and energy use profile makes them good candidates for on-site solar generation will be offered a feasibility study.

March 29, 2019 | PPA Contract Materials Due

Applicants provide Secure Futures with applicable roof warranties, construction documents, and board approval of the PPA contract template.

May 31, 2019 | Final Date to Execute the PPA

The PPA is a legal contract between the applicant and Secure Futures, LLC establishing the terms by which the applicant will be provide electricity produced by the solar panels Secure Futures installs and maintains on the applicant's site(s).

June 13, 2019 | Grant Application Deadline

Applicants shall provide a final budget and workplan for their use of grant funds. The application is submitted through [The Community Foundation website](#).

June 30, 2019 | Notice of Grant Funding Commitments

The Community Foundation notifies grant applicants of their intent to award a grant.

Winter 2019-20 | On-Site Solar Installations Commence

Application Process & Checklist

January 15, 2019 | Notice of Interest (NOI) Due

This non-binding Notice of Interest to the RVA Solar Fund begins the application process and initiates a technical review by program staff. This information is submitted through [The Community Foundation website](#) and include information to supply on-line as well as documents to upload. Applicants are encouraged to complete this phase as soon as possible in order to maximize the time left for their governing bodies to consider the PPA contract offer. Information solicited in the NOI includes the following:

- ☐ contact information and applicant type (school, local government, etc.);
- ☐ jurisdiction (city, county, town);
- ☐ Secure Futures' *Letter of Intent* document (included as an appendix to this document) which requests
 - ☐ a signed non-disclosure agreement;
 - ☐ addresses of buildings with solar-ready rooftops (unshaded, minimum of 5,000 square feet each);
 - ☐ addresses of solar-ready land parcels (unshaded, minimum of 3 acres each, maximum of 1,000 feet from a building with electricity usage of 500,000 kWh annually); and
 - ☐ an estimate of the total solar ready square footage for all submitted buildings and land parcels (not less than 10,000 square feet of rooftop aggregated across all sites and/or 3 acres of land)
- ☐ 12 months of electric bills for the identified buildings (scans of paper copies or downloaded electronic copies);
- ☐ a signed utility data release form (for Dominion Energy customers, included as an appendix to this document); and
- ☐ a signed letter from the applicant's legal counsel indicating approval of obtaining a solar PPA using cooperative procurement via Albemarle County's 2014 RFP # 2015-08213-23 (sample letter and supporting documents included as an appendix to this document).

NOI submitters meeting technical qualifications will be invited to obtain a comprehensive solar feasibility study. The study includes an electricity bill review, a technical analysis of solar-ready buildings and/or land parcels, and economic calculations. These studies will be offered to applicants within three weeks of receipt of the NOI. Applicants will be required to pay a fee of \$100 to demonstrate their seriousness about pursuing solar power on-site.

Should Secure Futures determine that the project does not meet solar-ready or economic viability criteria, Secure Futures will refund the \$100 fee. If a prospective grantee goes forward with a PPA, the fee amount will be credited towards the first year's PPA energy payment, which is payable after the solar project is installed and placed into service. The fee does not cover the full costs of these services but is considered a demonstration of institutional interest and engagement by prospective grantees.

March 29, 2019 | PPA Contract Materials Due

The documents necessary to prepare for completing a PPA contract are submitted to Secure Futures and include the following:

- ☐ applicable warranties for all roofs being considered for solar arrays;
- ☐ building blueprints and construction documents sufficient to perform a structural engineering analysis of each buildings' suitability for a solar array; and
- ☐ documentation of a vote of approval from the governing board (or equivalent action) indicating review and approval of the form of the PPA contract template (sample letter and supporting documents included as an appendix to this document).

June 13, 2019 | Final Grant Application Deadline

This application is submitted through [The Community Foundation website](#) and includes a

- ☐ narrative description of the applicant's plan for use of the grant funds and
- ☐ a budget for the applicant's plan for use of the grant funds.

Grant Information

Grant Amounts

The Community Foundation's RVA Solar Fund Donor Advisory Committee will review all applications and award grants from \$4,000 to \$100,000 based on the impact and overall merits of the grant application.

Eligible Uses of Grant Dollars

Grants are intended to support administrative costs, educational materials, and sustainability initiatives for K-12 public schools, local governments, and non-profit organizations that are incorporating solar power on-site via a PPA with Secure Futures. Grant dollars are not used to pay for solar panels or for electricity. Solar energy from the panels is provided to the grantee as part of their PPA.

Potential uses of grant funds include

- administrative costs associated with applying for the grant and executing the PPA;
- energy audits and other energy improvements on site;
- community education materials (signage, monitoring hardware and software, associated training, website development and hosting, events);
- instructor training in solar power systems; and
- curriculum and other classroom materials and training.

Prospective grantees are encouraged to propose other uses for grant funds in the spirit of the categories described above.

Other Resources for Grant Recipients

In addition to the cash awards, grant recipients will receive the following resources and support services at no charge:

- solar safety training for maintenance/facilities staff;
- real-time energy monitoring and reporting data on the solar arrays' performance via an on-line portal; and
- (for schools and educational institutions only) curriculum and teacher training workshops provided in collaboration with the National Energy Education Development Project (NEED).

Budget Impacts and Benefits

No Capital Costs, Net Annual Savings

Understanding the RVA Solar Fund Opportunity

The RVA Solar Fund, a partnership initiative of The Community Foundation for a greater Richmond, Secure Futures, LLC, and four other local and national non-profits is a unique opportunity for K-12 public school systems, local governments, and non-profit organizations in the Richmond region to incorporate solar energy on site while avoiding entirely the traditional barriers of high capital costs, unknown maintenance expenses, and prolonged RFP processes. Instead, host institutions use their current utility budgets to purchase solar power generated at their sites at a cost lower than utility power.

Buy Solar Power, Not Solar Panels | The solar panels are installed right on or next to public or non-profit buildings, creating clean power for use on site as well as opportunities for community education about solar energy and the host's environmental commitment. But the public or non-profit entity doesn't have to buy or maintain any new materials. Rather, a power purchase agreement (PPA) allows the school, government agency, or non-profit entity to pay only for the solar power, while Secure Futures owns and operates the solar equipment. This "Buy Solar Power, Not Solar Panels" approach avoids any need for public debt, capital costs, new appropriations requests, or additional fundraising.

No Capital Costs, Net Annual Savings | In addition to eliminating upfront capital costs for grantees by directly funding an estimated \$12 million for the solar installations, these solar installations are carefully designed to provide cost savings to the host for the life of the equipment. The reduced bill for utility-supplied power plus the new bill for the on-site solar energy should always add up to less than what the host would have paid for utility power alone. By removing the capital and appropriations impacts of installing solar on-site, a Secure Futures PPA allows public schools, local governments, and non-profit organizations to focus on the environmental, educational, and public relations benefits while saving money.

No Special Appropriations | Because there are no upfront capital costs or increases in annual utility budgets, local governments, public schools, or non-profit organizations interested in the RVA Solar Fund do not need to appropriate or raise new funds to choose solar energy. Rather, the commitment is to enter into a PPA with Secure Futures for the provision of solar energy and to allow solar panel arrays to be installed on currently underutilized rooftops or open fields.

Accelerated and Simplified Procurement | Public agencies can realize significant administrative efficiencies by riding on the cooperative purchasing agreement for Virginia public entities made possible by the July 2014 Albemarle County Request for Proposals for a solar PPA. By eliminating the need to issue a new RFP, local governments and public schools may obtain a solar PPA with the minimum amount of cost, complexity, and staff time. City of Lexington Public Schools, Richmond Public Schools, and Augusta County Public Schools already have used this option.

For More Information | Additional information can always be obtained from info@RVASolarFund.org. Fact sheets on *Grant Funding for Sustainability Initiatives*, *News for Facilities Managers*, and *Why Go Solar* are also available.

Grant Funding for Sustainability Initiatives

More Than Energy:

Sparking Sustainability Initiatives Beyond the Panel

Helping local governments, public schools, and non-profit organizations easily and affordably switch to solar energy is the cornerstone of the RVA Solar Fund, a partnership of The Community Foundation for a greater Richmond, Secure Futures, LLC, and four other local and national non-profits. But the opportunities extend far beyond the panels themselves. Grant funds may support sustainability initiatives in the classroom, pay for staff time to support the transition to solar, kick-start community outreach initiatives around renewable energy, and even pay for roof repairs and energy audits.

Solar in the Classroom | Onsite solar can enrich science, technology, engineering, and math (STEM) classrooms with a real world sustainability example, providing a hands-on and timely way to make environmental concepts compelling and understandable. Our partner, the National Energy Education Development Project (NEED) will provide core [curriculum resources](#) for all educational institution grantees. Additional teacher training, classroom supplies, and curriculum development are eligible uses of grant funds.

Funding Sustainability Locally

- Grants for teacher training and curriculum development
- Supporting local government or non-profit sustainability programs
- Energy audits and efficiency upgrades
- Public outreach and education

Support for Sustainability Coordinators | Sustainability coordinators for public school systems, local governments, or non-profit organizations routinely confront more needs than resources. RVA Solar Fund grants can support the expansion and implementation of community education, renewable energy, teacher training, and similar activities. Website development, program materials, and staff time associated with these programs are all eligible for grant funding.

Funding for Time, Effort, and Admin | Managing the transition to solar energy is designed to be as seamless as possible, but all worthwhile initiatives do involve staff time and expertise, from facilities managers to grant writers and budget managers. The RVA Solar Fund respects the real time and talents of local government, school system, and non-profit professionals and allows reasonable staff time to be included in grant expenditures.

Grant Amounts | Grant amounts will vary based on the amount of solar installed through a Power Purchase Agreement (PPA). Grant amounts will vary from \$4,000 to \$100,000 depending on the scope of the grant application. Grantees will have entered into solar power purchase agreement with Secure Futures, a Virginia-based solar developer that will fund, install, own, and operate an estimated \$12 million in solar installations on Grantee rooftops and/or land areas.

For More Information | Additional information can be obtained from info@RVASolarFund.org. Fact sheets on *Budget Impacts and Benefits*, *Grant Funding for Sustainability Initiatives*, and *News for Facilities Managers* are also available.

News for Facilities Managers

Rooftop Solar: Safe, Affordable, Hassle-Free

Schools, public institutions, and non-profit organizations considering solar energy commonly ask what impact solar panels have on long-term building maintenance, roof warranties, and infrastructure upkeep costs. Fortunately, the answer contains all good news: not only is solar equipment perfectly safe for your roof, it actually protects existing resources. Because of this, solar installations reduce building maintenance requirements and associated costs.

All Panels, No Holes | Rooftop solar arrays do not require puncturing, drilling, or in any way breaching a roof membrane. Ballasted racking installations sit on top of on white TPO and black EPDM membrane roofs and are capable of withstanding hurricane force winds. Industry leading S-5! roof clamps provide a mounting system on metal standing seam roofs. Both systems allow for flexible access to the roof under the panels, and panels can be easily removed at the customer's request when roof access is required.

Maintain All Existing Roof Warranties | Knowledgeable solar developers understand the importance of maintaining the integrity of a roof when installing a solar array. They guarantee against roof damage during the installation and ensure that the system will not impact or void the customer's existing roof warranties.

Rooftop Solar Benefits

- No holes in the roof
- Maintain the roof warranty
- Extend the life of the roof
- No panel maintenance costs
- Cut peak demand utility costs
- Shade and cool public buildings

Extended Roof Life & No Panel Maintenance | Rooftop solar arrays lower long-term facilities costs by extending the life of a roof. Solar arrays serve as a physical barrier between the roof and the natural elements, helping mitigate damage to the roof from ultraviolet (UV) radiation as well as rain, hail, and other weather. Additionally, the solar panels are owned, guaranteed, and maintained by Secure Futures, so hosts incur no maintenance costs for the panels.

Generate Power During Peak Demand Periods | Large institutions usually experience peak electricity demand costs on hot days when the most air conditioning is required. The *billable demand* charges of electricity bills assign a higher rate for this energy, and this significantly increases the institution's overall utility costs. Fortunately, solar energy production is at its greatest when cooling is most needed and demand charges are set for the year. This magnifies the cost savings for the host.

Reduce Costs by Cooling, Shading, and Ventilation | A recent study by researchers at UC San Diego showed that a building's ceiling was five degrees (°F) cooler when the roof was shaded by solar panels compared to a roof exposed to direct sunlight. Thus, rooftop solar arrays reduce demand for cooling by providing both shade and ventilation under the panels.

For More Information | Additional information can always be obtained from info@RVASolarFund.org. Fact sheets on *Budget Impacts and Benefits*, *Grant Funding for Sustainability Initiatives*, and *Why Go Solar* are also available.

Why Go Solar?

Social, Economic, and Environmental Gains for the entire Richmond Region

With the latest technology, solar energy now saves money, makes buildings more sustainable, improves regional health outcomes, and raises environmental standards across Virginia.

Economic Benefits | Reducing utility payments with affordable solar electricity can deliver significant cost savings and provide a hedge against increasing utility rates. Investing in solar energy on-site decreases utility costs, allowing the savings to be applied to other priorities. When the solar energy equipment is owned by a third party, as with a power purchase agreement (PPA), the host entity has no maintenance costs or performance risk.

But the economic benefits extend don't stop on site. Solar energy is now the world's fastest growing energy source. In Virginia, the solar industry recorded greater than 10% job growth during 2017 and now employs far more people than the coal industry. And yet Virginia has only a small fraction of the solar power our neighboring states have, so there's still a huge opportunity to expand well-paying clean energy jobs in the Commonwealth.

Environmental Benefits | Based on measures of hazardous air pollutants from U.S. EPA's National Air Toxics Assessment Air, air quality in Richmond, Virginia is 38 on a scale to 100 (higher is better). As a clean energy technology, solar provides deep reductions in greenhouse gas (GHG) and air pollutant emissions, helping to improve air quality and protect human health and the environment. By shading roof areas, solar arrays help air conditioning systems run less, which decreases electricity demand spikes.

At the national level, a 2014 report by the Solar Foundation notes that if the 72,000 schools nationwide for which solar could be a cost-effective investment installed arrays sized proportionally to their student body size, the combined electricity generation would offset greenhouse gas emissions equivalent to taking approximately 1 million passenger vehicles off the road.

Health Benefits | In 2015, Richmond was the asthma capital of America according to several nonprofit research groups. The biggest contributors to asthma in Virginia are pollution, particulates, and poverty, and they all weigh heavily on the aging infrastructure of Richmond-area schools. Nearly 152,000 children in Virginia suffer from the condition, according to the state's Department of Health. The Central Virginia Asthma Coalition reports that three of the five health districts in the CVAC service area (Hanover: 10.4%; Richmond: 10.8%; Crater: 8.7%) have a prevalence of current asthma in adults that is higher than the state prevalence (8.4%). Clean solar energy directly reduces contributors to this health concern.

Educational Benefits | Solar arrays sited on schools or other educational institutions and designed with education in mind can stimulate students' interest in science, technology, engineering, and mathematics (STEM) by providing a hands-on teaching opportunity. Career and technical education (CTE) students in particular could benefit from direct interaction with solar power systems as part of workforce training in this booming industry.

For More Information | Additional information can be obtained from info@RVASolarFund.org. Fact sheets on *Budget Impacts and Benefits*, *Grant Funding for Sustainability Initiatives*, and *News for Facilities Managers* are also available.

Frequently Asked Questions (FAQs)

Types of FAQs:

- **Community Benefits of Solar and How to Engage**
- **Process Details for this Grant**
- **About Solar Power Purchase Agreements (PPAs)**

Community Benefits and Engagement FAQs

What are the benefits of solar power?

Solar power's many financial, environmental, health, and societal benefits include reduced environmental impact of energy use, making the electrical grid more efficient and resilient, long-term cost savings and budget predictability for hosts, and improvements to local air quality. Download our one-page brief on the benefits of solar power [here](#).

Why Solar for the Richmond region?

Select donors to The Community Foundation for a greater Richmond have established this dedicated fund in order to advance clean energy resources in the Richmond region, educate students and other residents about solar power, obtain the public health benefits from reduced emissions regionally, and expand local job creation in one of the world's fastest growing industries.

Why the partnership among The Community Foundation, Secure Futures, Generation 180, the Richmond Region Energy Alliance, and the National Energy Education Development Project?

This innovative partnership of local and national non-profits with a certified B Corp company is designed to overcome the typical obstacles that prevent local governments, school districts, and non-profit organizations from deploying solar on site. The PPA provides the solar energy without any installation or maintenance costs to these public or non-profit entities, who then can use the grant awards to offset administrative costs incurred in executing the agreement, to implement educational programs, or to support other sustainability initiatives. The initiative leverages a remarkable \$12 million in private investment and brings more clean solar power to highly visible locations in the Richmond region.

How do I summarize the project in one paragraph?

The Community Foundation for a greater Richmond is seeking grant applications from local governments, K-12 public school systems, or non-profit organizations in the greater Richmond region that want to go solar on site. Grant awardees will enter into a power-purchase agreement (PPA) with the foundation's partner, Secure Futures, a Virginia solar developer and Certified B Corp. The PPA enables the local government, public school facilities, or non-profit entities to purchase solar energy with \$0 capital cost, no maintenance obligations, and equipment performance guarantees by inviting Secure Futures to build, maintain, and operate solar energy arrays at public facilities. Grant recipients will receive up to \$100,000 to support administrative costs, staff and teacher training, or other sustainability initiatives. Ultimately, the fund will leverage approximately \$12 million in private investment to catalyze five megawatts of generation (~15,000 solar panels) on public or non-profit sites. Interested entities must submit a non-binding Notice of Interest on-line by January 15, 2019 to begin the application process. See www.rvasolarfund.org for complete details and to apply.

Process Details for this Grant FAQs

What is the RVA Solar Fund?

The RVA Solar Fund is a dedicated, donor-led fund managed by the Community Foundation for a greater Richmond providing grants to local governments, K-12 public school districts, or non-profit organizations that enter into a solar power purchase agreement with Secure Futures.

Who is eligible to receive grant funding?

Public-school systems, local governments, and 501(c)(3) charitable organizations in the Richmond area are invited to apply for the RVA Solar Fund. The Community Foundation's service area includes the cities of Colonial Heights, Hopewell, Petersburg, and Richmond as well as the counties of Chesterfield, Goochland, Hanover, Henrico, and Powhatan. Public agencies from the nearby counties of Amelia, Charles City, Cumberland, Dinwiddie, Essex, Gloucester, King and Queen, King William, Lancaster, Mathews, Middlesex, New Kent, Northumberland, Prince George, Richmond, and Westmoreland also are eligible.

How may grantees spend grant funds?

Grant funds may be used for

- administrative costs associated with applying for the grant and executing the PPA;
- energy audits and other energy improvements on site;
- roof repairs and other maintenance or improvements specifically needed to enable solar installations;
- community education materials (signage, monitoring hardware and software, associated training, website development and hosting, events);
- instructor training in solar power systems; and/or
- curriculum and other classroom materials and training.

Grant funds may not be used for general expenses. The grant funds do not pay for solar panels; solar energy from the panels is provided to the grantee as part of the PPA with Secure Futures.

What are the grant amounts to be awarded?

Multiple grants ranging from \$4,000 to \$100,000 may be awarded. Individual grant amounts will depend on the merits of the proposal and the amount of solar energy to be generated at the applicant's site(s).

Qualified applicants should provide an estimated square footage of their **solar-ready** rooftops (unshaded and in good condition) or adjacent open land in their Notice of Interest.

Applicants seeking the maximum grant amount should identify solar ready area of 400,000 square feet (rooftop, land, or a combination thereof).

What are the on-site requirements for grantees?

The on-site requirements relate to the facility's energy demand and the space available for solar panels.

- Total electricity use by a grantee must be greater than 150,000 kWh or \$15,000 annually, based on metered use at proposed solar installation sites.
- Total space made available by an applicant must not be less than 10,000 square feet. Applicants are encouraged to aggregate space available across multiple sites (e.g. among several schools in the district).
- The minimum space available for solar panels *at one site* must not be less than 5,000 square feet of rooftop or 3 acres of open space.
- Rooftops identified for panels must be "solar-ready": unshaded, relatively free of obstructions, and in good condition.
- Open space identified for panels must be unshaded and located within 1,000 feet of a metered building with not less than 500,000 kWh annual usage.

- Applicants seeking the maximum grant amount should identify solar-ready area of a minimum 400,000 square feet, 15 acres of open land, or an equivalent combination of rooftop and land meeting the specifications noted above.

Does submitting a Notice of Interest (NOI) commit organizations in any way?

No. The NOI (due by January 15, 2019) is just a first step to express interest and explore feasibility. It does not commit the applicant to any further action or expense. Organizations submitting an NOI will receive an initial technical screening. Those that present promising technical and economic qualities will be offered a comprehensive solar feasibility study for \$100. That fee is merely an expression of institutional engagement and is refundable if the study does not demonstrate potential economic savings for the applicant.

Who can submit an NOI for a potential grantee?

Any authorized person can submit the NOI. It doesn't have to come from a top administrator or elected official. Submitting the NOI is just the first step needed to create the opportunity for winning a grant.

How can a prospective grantee know if they are a good candidate for solar?

Don't worry if you are unsure if your sites are good candidates, Secure Futures technical staff will review each NOI submission. Within three weeks of submitting an NOI, potential grantees will be notified if they are good candidates for obtaining a solar feasibility study.

What information and documentation is required for a successful application?

The total documentation applicants will provide through the entire process includes

- identification of points of contact and organizational leadership,
- identification of building addresses,
- electric bills for all candidate buildings,
- roof warranties for all candidate buildings,
- blueprints and construction documents for all candidate building roofs,
- authorization of detailed electric utility data,
- a non-disclosure agreement,
- legal counsel's approval of using the cooperative purchasing option (for public entities), and
- approval by the applicant's governing board and legal counsel of the template for Secure Futures' solar power purchase agreement.

What are the details of the Solar Feasibility Study (SFS)?

Potential grantees will obtain a feasibility study as part of the full process. Secure Futures will provide an SFS for \$100 per prospective grantee. The SFS evaluates the technical and financial viability of potential solar installations. If Secure Futures cannot show an economic benefit to the prospective grantee, the full \$100 will be refunded.

The SFA fee paid to Secure Futures is refundable if the economic analysis or structural review determine that the location is unfavorable for a solar array. If a prospective grantee goes forward with a PPA, the fee amount will be credited towards the first year's PPA energy payment, which is payable after the solar project is installed and placed into service. The SFS fee does not cover the full costs of the service but is considered a good faith deposit by prospective grantees to demonstrate their seriousness.

On what basis are final grants awarded?

The Community Foundation's RVA Solar Fund Donor Advisory Committee will select final grantees and determine award amounts based on the overall merits of each application, including technical feasibility and positive community impact.

When will grant winners receive the funds?

Half of each grant amount will be paid when the awardee is notified of the successful application (June 30, 2019). The balance will be paid once the solar arrays are operational.

When will the solar equipment be installed?

Installation of the solar arrays will begin in the winter of 2019-20. Construction will be complete by the third quarter of 2020.

Is any other support provided for grant winners?

Yes. In addition to cash awards, grantees will receive at no charge,

- solar safety training for maintenance/facilities staff,
- real-time energy monitoring and reporting data on the solar arrays' performance via an on-line portal, and
- (for schools and educational institutions) curriculum and teacher training workshops provided by the National Energy Education Development Project (NEED).

What if there are more qualified applicants than funding available?

Working with the Donor Advisory Committee, The Community Foundation may establish a wait list and continue fundraising to support additional grant awards.

About Power Purchase Agreement (PPA) FAQs

What is a PPA?

A PPA is an arrangement wherein the host customer only pays for the electrical output of the solar array (panels). The array is owned and maintained by Secure Futures. Secure Futures guarantees the performance of the system and only charges the customer for the electricity generated by the equipment. For more information on PPAs, see www.seia.org/research-resources/solar-power-purchase-agreements.

What are the key terms of the PPAs for this grant?

For this grant, the PPA will be a 20-year contract accompanied by a 20-year site lease of the roof or the ground on which the panels are installed. Each PPA also comes with an early purchase option which allows the on-site host to directly purchase the solar array after only six years if they so choose.

To save time and expense, public agencies seeking grants should use the cooperative purchasing agreement established by Albemarle County's July 2014 RFP for a solar PPA, which has been used by Lexington City Schools, Richmond Public Schools, and Augusta County Public Schools.

At the end of the 20-year contract, the customer may choose one of three options:

- purchase the solar array at fair market value;
- have Secure Futures remove the array at no cost to the customer; or
- extend the PPA with Secure Futures on a year to year basis.

How is a PPA finalized?

Upon receipt of all necessary technical and contractual documents and information, the PPA contract is prepared by Secure Futures and offered to the applicant.

**RVA Solar Fund Non-Binding Letter of Intent (LOI) for
Solar Service Agreement (Solar PPA or Solar SGA®)**

Date of LOI	
Customer (Organization) Name	
Customer (Organization) Type	
Customer Contact Person	
Customer Contact Person Title	
Contact Person Main / Cellphone	/
Contact Person Email Address	
Customer Full Mailing Address	
Size of Solar PV System (kW – DC)	TBD - as shown in customer Solar Feasibility Study (SFS) and subject to final engineering
Projected Completion Date and Commencement of Services	Not later than twenty-four (24) months after execution of the Solar Service Agreement
Annual Cost of Solar Services	TBD - as shown in customer Solar Feasibility Study (SFS) and subject to final engineering
Facility Name and Location of System(s)	See Exhibit D
Refundable Solar Feasibility Study (SFS) fee	\$100 (N/A if previously paid)
Engineering Structural Analysis (ESA) and/or ALTA land survey	To be completed by EPC prior to installation

Agreed to by:

For Customer

Secure Futures, LLC:

By: _____

BY: _____

Name (print) _____

Name (print) Maggie M. Davison, COO

Date: _____

Date: _____

Corporate Office and Mailing Address:

Secure Futures LLC
11 E Beverley Street, Suite 19
Staunton, Virginia
24401 USA

www.securefutures.solar | 1-877-333-3008

Satellite Offices:

Harrisonburg, VA
Richmond, VA
Leesburg, VA

General Terms & Conditions

This Letter of Intent ("LOI"), entered into on the date above, is a non-binding agreement between Customer and Secure Futures, LLC ("Secure Futures") (together "the Parties"), memorializing the mutual expression of good faith of the Parties to explore Secure Futures providing solar services to the Customer under a 20-year binding Solar Services Agreement (SSA), in the form of a Self Generation Agreement (SGA) or a Power Purchase Agreement (PPA) in connection with its development of a solar photovoltaic (PV) project.

Purpose: Under this LOI the Parties intend to explore the feasibility, through a Solar Feasibility Study ("SFS") and an Engineering Structural Analysis ("ESA"), that will define the technical and economic feasibility for a solar photovoltaic (PV) project on the Customer's property. The SFS and ESA will provide a preliminary scope of solar services, including solar array size and financial arrangement under an SSA such that Secure Futures and/or its special purpose LLC will finance, build, own, operate, and maintain the solar PV system on the Customer's property for 20 years, at no capital cost to the Customer, and with no maintenance cost to the Customer, all while maintaining roof warranties for the Customer and providing energy cost savings to the Customer from the first day of operation.

Preliminary development of the Solar SSA: Under this LOI, Secure Futures will conduct a:

A. Solar Feasibility Study (SFS):

A Solar Feasibility Study provides the Customer with an analysis of the potential for solar energy production and energy cost savings through a preliminary technical design of a proposed system and a detailed economic analysis identifying the benefits of solar generation in reducing the Customer's electricity costs.

Net benefit guarantee: If the result of our preliminary economic analysis does not provide Customer with a net benefit of solar vs. grid electric rates, Secure Futures will refund the full the cost of the SFS.

SFS associated fee: \$100

Following the customer's review of the Solar Feasibility Study ("SFS") and approval in

writing, by email or letter, to move forward to contract stage,

B. ALTA land survey and Roof Engineering Structural Analysis (ESA)

to be completed by the EPC during pre-installation following signed SSA agreement.

C. Timeline:

For Secure Futures to secure the requisite financing for the project and undertake the additional actions necessary to develop the SSA that are time and resource dependent as Customer acknowledges, this LOI offer shall not be unlimited in terms of duration and accordingly Secure Futures retains the right to withdraw the LOI Offer after the Offer Expiration Date as shown above.

D. Solar Service Agreement Fee:

Customer agrees to pay an annual fee, adjusted with a fixed annual escalator as shown in the Customer's SFS.

Secure Futures will monitor system performance and conduct instrumented measures of the solar PV system on a daily, monthly, and annual basis, based on manufacturer's performance specifications, ("system performance").

It is mutually understood that this annual fee may be adjusted subject to final engineering and by agreement of Customer and Secure Futures.

E. Renewable Energy Credits ("RECs"):

Secure Futures will own all RECs for the full term of the Agreement. It is mutually understood and agreed that this term may be adjusted subject to final engineering and by agreement of Customer and Secure Futures.

F. Project Completion Activities:

For informational purposes only, the general roles and responsibilities of each party throughout the various stages of project completion are outlined in Exhibit A.

Following execution of this LOI, Secure Futures agrees to complete those services described in the Scope of Work attached as Exhibit B.

G. Confidential Information:

Unless otherwise waived, Customer and Secure Futures have entered into a mutual Non-Disclosure Agreement, attached hereto as Exhibit C and made a part of this Agreement, to address the confidentiality of proprietary and trade secret information that may be disclosed by the parties in the development of the project and agreements described in this LOI.

H. Definitive Agreements:

It is understood that this LOI is subject to the ultimate execution of a comprehensive SSA contract that is acceptable in form and substance to both parties and to the satisfaction of any other conditions stated herein or which may hereafter arise. With the sole exception of the "Confidentiality

Information" clause, this LOI is a statement of intent only and does not constitute a binding obligation of the parties. It is understood that the proposed transaction is subject to further inquiry and investigation by the parties, their agents, attorneys, and others.

I. Appropriations (public entities only):

The obligations of Customer under this LOI and any ensuing contract are contingent upon sufficient annual funding and appropriation by Customer's respective governing body and approval by the constituent school boards.

J. Cooperative Procurement (public entities only):

Customer provides written confirmation from legal counsel approving riding on Albemarle County Public Schools RFP enabling cooperative procurement with Secure Futures.

EXHIBIT A

DESCRIPTION OF PROJECT ACTIVITIES

The general parameters of the roles and responsibilities of Secure Futures and Customer are described below. The following is intended to provide an overview of key areas of activity for each party during each project phase, including during the term of this LOI, and following execution of the SSA, from project construction to operation. The following is not intended as an all-encompassing list of responsibilities for each party.

Secure Futures	Customer
I. Design phase	
<p>Solar Feasibility Study (SFS): <u>Electricity bill analysis:</u> Secure Futures will review the last 12-months of the customer's electricity bills for each site to understand the customer's rate schedule/framework, usage history/behavior and current grid component rates (i.e. demand, fuel, riders, etc.).</p> <p><u>Site analysis:</u> Secure Futures' technical team will conduct a site review using satellite imagery and identify site(s), possible access to electrical room(s), and possible interconnection point(s).</p> <p><u>Preliminary technical design:</u> The site analysis will result in a preliminary technical design including engineering and site layout(s), approximate physical space of the array(s), and equivalent equipment/panels.</p> <p><u>Preliminary economic analysis:</u> Secure Futures will summarize the technical design of the system and the electric bill analysis; calculate a projected solar service fee, net benefit of solar generation, and cost/benefit analysis; and present these findings for Customer's review.</p>	<p>Solar Feasibility Study (SFS): <u>Contact information:</u> Identify Customer representative(s) who will participate on project management team with Secure Futures and the solar Engineering, Procurement and Construction (EPC) company to provide Customer input on contractual and technical matters as needed.</p> <p><u>Cooperative Procurement (for public entities):</u> written confirmation from legal counsel approving riding on Albermarle County Public Schools RFP enabling cooperative procurement with Secure Futures.</p> <p><u>Electric bills:</u> Customer to provide 12 months of actual electric bills (preferably in PDF format) for each facility to be analyzed.</p> <p><u>Consent to Release Information:</u> If applicable, Dominion Energy's Written Consent to Release Confidential Customer Usage-Related Information.</p> <p><u>Roof Information</u> (as appropriate): Customer to provide any available as-built structural roof drawings, a description of roof type, age, engineer of record, roofer of record,</p>

<p>Engineering Structural Analysis and/or ALTA land survey: to be completed by Engineering, Procurement and Construction (EPC) company following signed SSA.</p> <p>Contract Development: Develop SSA for review by Customer and any other necessary project agreements.</p> <p>Prepare investment prospectus for accredited investors and lenders; respond to due diligence requests of interested investors and lenders.</p> <p>Work with one or more solar Engineering, Procurement and Construction (EPC) companies to obtain firm bids for structural analysis, design, installation, and maintenance of the PV system and to prepare preliminary construction drawings and specifications.</p> <p>Seek any and all needed construction and electrical interconnection permits and approvals, with the understanding that significant delays or costs in securing such permits would otherwise increase the Customer's cost of services in the SSA.</p>	<p>and roof warranty information for each facility to be analyzed.</p> <p><u>Land parcel information:</u> (as appropriate). Address of property(ies) owned by customer, and relevant information regarding rights-of-way, zoning, and land use approvals.</p> <p><u>Capital improvements plans</u> for roofs of each facility to be analyzed.</p> <p>Engineering Structural Analysis and/or ALTA land survey: As applicable, provide Secure Futures with copies of a) digitized engineering drawings for building roofs for each proposed rooftop solar project and/or contact information for the building design engineer and/or b) ALTA surveys of land for ground-mounted solution.</p> <p>Contract Development: Negotiate SSA with Secure Futures.</p> <p>Provide audited financial statements at Secure Futures' request as may be required for investors and lenders.</p> <p>Support Secure Futures as needed to prepare interconnection permit applications and obtain approvals.</p>
II. Development Phase	
<p>Present Customer with review draft of SSA as mutually agreed, as well as final draft for execution.</p> <p>Secure investment capital to develop and complete the project.</p> <p>Set up the limited liability company for the project.</p>	<p>Work with Secure Futures to finalize and execute SSA.</p> <p>Execute a 20-year lease for \$1.00 per year for land and/or rooftops where solar PV systems (SPSs), including panels, monitors, and meters will be installed, as well as 20-year solar access guarantee.</p>

Finalize engineering and procurement bid review with suppliers and contractors.	<p>Supply water and electrical during construction of PV system.</p> <p>Supply high speed internet connection during the SSA term for monitoring system.</p> <p>Obtain insurance rider on Customer's liability policy and property insurance naming Secure Futures as an additional insured for the solar power installation.</p> <p>Commence any Customer site preparation or required roof improvements, as needed.</p>
III. Installation Phase	
<p>Secure all necessary permits for operating a PV system.</p> <p>Enter into supply and construction contracts.</p> <p>Install Solar PV System to comply with all standards of performance.</p> <p>Test System to ensure that it is fully ready and compliant for interconnection on Customer's side of the meter.</p>	Assist in site preparation and providing free and clear access to site.
IV. Post-Installation Phase	
<p>Review and approve commissioning of the System.</p> <p>Assist Customer in securing an executed interconnection agreement with the local utility company.</p> <p>Provide Customer with access to the Project's energy monitoring system website.</p>	<p>Provide free and clear access to site for maintenance and monitoring, and to avoid obstruction to the performance of the system.</p> <p>Provide keys to building(s) and electrical equipment rooms to ensure 24/7 access to equipment.</p>

EXHIBIT B

LOI SCOPE OF WORK

Secure Futures agrees to provide the following services following signed LOI:

1. Electricity bill analysis: Secure Futures will review the last 12-months of the customer's electricity bills for each site to understand the customer's rate schedule/framework, usage history/behavior and current grid component rates (i.e. demand, fuel, riders, etc.).
2. Site analysis: Secure Futures' technical team will conduct a site review using satellite imagery and identify site(s), possible access to electrical room(s), and possible interconnection point(s).
3. Preliminary technical design: The site analysis will result in a preliminary technical design including engineering and site layout(s), approximate physical space of the array(s), and equivalent equipment/panels.
4. Preliminary economic analysis: Secure Futures will summarize the technical design of the system and the electric bill analysis; calculate a projected solar service fee, net benefit of solar generation, and cost/benefit analysis; and present these findings for Customer's review.

EXHIBIT C
MUTUAL NON-DISCLOSURE AGREEMENT

See below for MUTUAL NON-DISCLOSURE AGREEMENT Form

Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure and Non-Compete Agreement (this "Agreement") is entered into

_____ by and between Secure Futures, LLC ("SFLLC"), a Virginia limited liability company, with its
(date)

principal place of business at 11 E. Beverley Street, Suite 19, Staunton, VA 24401 and

_____, ("Counterparty") a(n)
(name)

_____ with its principal place of business at
(type of organization)

(address)

Each of SFLLC and Counterparty are hereinafter sometimes referred to individually as a "party" or collectively as the "Parties".

WHEREAS, the Parties desire to evaluate and engage in discussions concerning one or more potential or existing business relationships between the Parties hereto ("Purpose"), and in connection with such discussions, each party may disclose to the other party certain technical or business information which the Parties desire to treat as confidential on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the above recitals and the mutual covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

- 1.1 "Representatives" include a party's Affiliates, as well as a party's and its Affiliates' directors, officers, employees, agents and advisors (including, without limitation, attorneys, accountants, consultants, bankers, financial advisors or lending institutions).
- 1.2 "Affiliate" when used with reference to a party hereto, means another person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such party.
- 1.3 "Confidential Information" means any information disclosed on the Effective

Date or after the Effective Date by either party and/or its Representatives to the other party and/or its Representatives, either directly or indirectly, in writing, orally or by drawings or observation of tangible objects such as documents, prototypes, samples, products and facilities, and which is clearly marked or designated "Confidential Information," including, but not limited to, trade secrets, know-how and other intellectual property or information relating to the disclosing party's business, operations, products, technology, together with any and all analyses or other documents prepared by either party or any of their Representatives that contain or otherwise reflect any of the foregoing information. Confidential Information

shall not, however, include any information that the receiving party can demonstrate by documents, records or other evidence that (i) was made generally available in the public domain prior to the time of disclosure by the disclosing party or its Representatives or after the time of disclosure by the disclosing party or its Representatives through no action or inaction of the receiving party or its Representatives, (ii) is already in the possession of the receiving party or its Representatives at the time of disclosure by the disclosing party or its Representatives, (iii) is obtained by the receiving party or its Representatives from a third party without a breach of such third party's or the receiving party's obligations of confidentiality, (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, or (v) was not clearly marked or designated "Confidential Information" at the time it was first disclosed to the receiving party.

- 1.4 The Parties specifically agree that the SFLLC Solar Self Generation Agreement (Solar SGA®) includes SFLLC trade secret information and is included within the definition of Confidential Information.

2. Non-disclosure. Except as required under the Virginia Freedom of Information Act and as excepted under VA Code § 2.2-3705.6.29 for solar services agreements, (FOIA), the receiving party shall not, and shall cause its Representatives not to, disclose the Confidential Information of the other party to third Parties or to the receiving party's Representatives, except to those Representatives of the receiving party who reasonably require such information for the Purpose of this Agreement.

3. Maintenance of Confidentiality; Competitive Activity.

Except as required under FOIA:

- 3.1 Each party and its Representatives shall

use at least the same degree of care, but no less than a reasonable level of care, and shall take at least those measures that it takes to protect its own confidential information to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.

- 3.2 Each party and its Representatives receiving Confidential Information of the other party hereby unconditionally and irrevocably covenants, represents, warrants, promises and agrees that: (i) it will not take any action, either alone or in concert with any person, or engage in any activity that could or would enable it or such other person to compete with the disclosing party using any of the Confidential Information; (ii) it will not nor attempt to develop any such competitive products or services using any of the Confidential Information; (iii) it will not nor attempt to reverse engineer, disassemble or otherwise duplicate, modify or enhance any of the disclosing party's Confidential Information or intellectual property; and (iv) it will provide the disclosing party with written notice if it learns about any of the foregoing provisions (i) through (iii) no longer being in full force and effect. Notwithstanding the foregoing language, nothing contained herein shall affect, limit or restrict either party's right to engage in any business activity, in any place and at any time, provided it does not use the disclosing party's Confidential Information in violation hereof.

4. No Obligation. Nothing herein shall obligate either party hereto to proceed with any transaction or relationship between them, and each party reserves the right, in its sole discretion, to terminate any discussions contemplated by this Agreement.

5. Limited Warranty. THE CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS SUFFICIENCY, ACCURACY, OR COMPLETENESS

FOR ANY PURPOSE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Limited Representations and Warranties. Each party represents and warrants that it has full authority to enter into this Agreement, and that this Agreement is a valid, legally binding and enforceable agreement. Each party further represents, warrants and covenants that it shall comply with all applicable laws, rules and regulations in performing its obligations under this Agreement.
7. Return of Materials. All documents and other tangible objects containing or representing the Confidential Information, and all copies thereof, that contain or otherwise reflect any of the foregoing information, shall be and remain the sole property of the disclosing party and, upon the disclosing party's written request, shall be returned to the disclosing party or destroyed within 30 days of such written request, unless the receiving party is required by law to retain the information.
8. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, mask work right, trade secrets, or other intellectual property of the other party, nor shall this Agreement grant either party any rights in or to the Confidential Information of the other party except as expressly set forth herein.
9. Term. This Agreement and the obligations with respect to Confidential Information set forth herein shall continue for a period of two (2) years from the effective date of this Agreement, provided that such termination does not change any continuing obligation hereunder for Confidential Information previously disclosed under this Agreement, which shall continue for a period of two (2) years following any such termination or expiration of this Agreement; provided that receiving party acknowledges that its obligations under this Agreement with respect to trade secrets of disclosing party shall remain in effect for as long as such information shall remain a trade secret under applicable Virginia law.
10. Survival. Each party's rights and obligations hereunder with respect to any Confidential Information of the other party does not change any continuing obligation hereunder for Confidential Information previously disclosed under this Agreement.
11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles thereto. For the avoidance of doubt, the foregoing shall not be construed as prohibiting a party from seeking injunctive or other equitable relief in a court of competent jurisdiction.
12. Publicity. Neither party shall, without the prior written consent of the other party, disclose to any third party that discussions are taking place or any other terms or facts concerning the potential or existing business relationship, including the status thereof; provided, however, that either party may make any disclosure it believes in good faith that it is required by applicable law or any listing or trading agreement concerning its securities.
13. Integration. This Agreement contains the complete and entire agreement among the Parties as to the subject matter hereof and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement.
14. Construction. The Parties acknowledge and agree that this Agreement shall be construed as if jointly prepared and drafted by both Parties and that under no circumstances will any provision hereof be construed for or against either party due to that party's actual role in the preparation or drafting of this Agreement. Headings and subheadings used in this Agreement are for reference purposes only and shall not constitute any part of this Agreement.
15. Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts and delivered by facsimile and/or by electronic scanning and email, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
16. Severability. If one or more of the provisions of

this Agreement shall be found, by a court with proper jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of this Agreement. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the economic objectives of the illegal, invalid or unenforceable provision.

17. Amendments. This Agreement shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. Terms on either party's standard forms will not modify or override the terms of this Agreement unless acknowledged as an addition or amendment to this Agreement in writing and signed by both Parties. The failure to refer to this Agreement in related purchase order, invoices, and quotations exchanged by the Parties will not per se affect the governance of this Agreement.

18. Waiver. Either party's failure to exercise a right or remedy, or such party's acceptance of a partial or delinquent payment, shall not operate as a waiver of any of such party's rights or the other party's obligations under this Agreement and shall not constitute a waiver of such party's right to declare an immediate or a subsequent breach.

19. Assignment: Successors. Except as provided herein, neither party shall assign Agreement. Neither party shall act as an agent of the other, nor shall it be entitled to enter into any agreements or incur any obligations on behalf of the other party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties is intended to be created by this Agreement.

20. No Third-party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their respective permitted successors and assigns, and no other person or entity shall be a third-party beneficiary of, or have any direct or indirect cause of action or claim in connection with this Agreement.

21. Relationship. The Parties are, and intend to be, independent contractors with respect to the

services described in this Agreement. Neither party shall act as an agent of the other, nor shall it be entitled to enter into any agreements or incur any obligations on behalf of the other party. No form of joint employer, joint venture, partnership, or similar relationship between the Parties is intended to be created by this Agreement.

22. Notices. All notices, requests and demands which either party is required or may desire to give to the other party under this Agreement must be in writing and delivered to such party at the applicable address. Either party may designate by written notice to the other Party any other address during the Term of this Agreement. Each notice, request and demand sent under this Section shall be deemed delivered or made as follows: (a) if sent by hand delivery, upon delivery; and (b) if sent by mail or delivery service, upon the earlier of the date of receipt or five (5) business days after deposit in the mail with first class postage prepaid.

If to SFLLC:
Secure Futures, LLC
Attn: Maggie Davison
11 E. Beverley St., Suite 19
Staunton, VA 24401

If to Counterparty:

Attn: _____

23. Attorneys' Fees and Expenses. In the event of the institution of legal proceedings by either party to enforce any and all terms of this Agreement, the prevailing party shall be entitled to recover the reasonable expenses associated therewith, including but not limited to costs and reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, by signing below, the Parties hereby agree to the above terms and conditions of this Agreement and intend to be legally bound thereby.

Secure Futures, LLC:

By: _____

Print name: Maggie M. Davison

Title: Chief Operating Officer

Customer Name: _____

By: _____

Print name: _____

Title: _____

EXHIBIT D
FACILITY NAME and LOCATIONS

#	Facility Name	Facility Location	Estimated solar ready roof area (in square feet) or acres of land
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
	(please add additional pages as needed)		

*See General Terms and Conditions for more information of additional cost

Written Consent to Release Confidential Customer Usage-Related Information to a Third Party and/or Authorize a Third Party to take Certain Account Actions

Dominion Energy Virginia / Dominion Energy North Carolina is committed to safeguarding the security and privacy of your account-related information, including billing records, billing history and electricity usage data (collectively, "Usage-Related Information").

Dominion Energy will safeguard your confidential Usage-Related Information unless you provide advance written consent expressly authorizing Dominion Energy to release your Usage-Related Information to third parties. Therefore, if you would like to provide Dominion Energy with your consent to release your Usage-Related Information to a third party, please complete **Section A** of the enclosed Voluntary Authorization to Release Customer Information.

If you also would like to authorize the same third party to take certain actions concerning your account service(s), please complete **Section B** of the form. Only limited actions can be authorized using this form. To authorize a third party to take other actions, you will need to provide a power of attorney. Please refer to Section B for more information on the actions you may authorize on this form.

Complete **Section C** to indicate the duration of your consent.

After completing the applicable sections of the form, please review and sign **Section D**, initial the form on each page where indicated.

Email form to: Customer_ServiceCC@domenergyvanccc.com

Or mail to:

Attn: Customer Account Management Department
Dominion Energy
2700 Cromwell Drive
Norfolk, VA 23509

This form must be completed in its entirety and signed and initialed by the Account Holder or by someone with legal authority to bind the Account Holder.

You can view your electric usage securely online by visiting www.dominionenergy.com/mya and logging on to Manage Account.

If you are a Key Account Customer, you can securely view electric usage on line by visiting <https://dominionenergy.com/large-business/key-accounts> and logging on to the Key Account Customer website.

Should you need to establish a User ID and Password for access to the Key Account Customer website, please contact your Key Account Manager.

VOLUNTARY AUTHORIZATION TO RELEASE CUSTOMER INFORMATION

- A. RELEASE OF INFORMATION.** To provide your consent for Dominion Energy Virginia / Dominion Energy North Carolina to release your customer Usage-Related Information (as defined below) to a third party, please complete this section.

This Authorization provides my consent to Dominion Energy to release the following information to the Authorized Party: All billing records, billing history, and usage-related data (collectively, "Usage- Related Information") collected by the meter installed at my residence or place of business during the time my account is active; to the extent such data is available in Dominion Energy's billing system.

Voluntary Authorization to Release Customer Usage-Related Information to a Third Party I hereby provide my express written consent and authorization for Dominion Energy to release my utility customer account Usage-Related Information for the account(s) listed below to:

Authorized Party: Secure Futures LLC

Address: 11 E Beverley St Ste 19 Staunton VA 24401

Telephone Number: 887-333-3008

Fax Number: N/A

Email Address: andrew@securefutures.solar

Dominion Energy Account Number(s) Included in this Authorization:

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Account Number: _____ Name on Account: _____

Initials of Person Providing Consent:

Date:

B. AUTHORIZATION TO TAKE ACTIONS ON ACCOUNT. If you also want to authorize the same Authorized Party to take certain actions concerning your account(s) listed in Section A, please complete and initial Section B below:

 (Account Holder Initials) I hereby authorize the Authorized Party to take the following actions concerning my account(s): (check all that apply)

- ☒ Request rate analysis/rate comparison
- ☐ Request rate changes
- ☒ Request a User ID and temporary password for the Dominion Energy Key Customer Website to obtain an Interval Data Report (IDR)
- ☒ Request a Profile Data Summary Report (Key Account Customers)

Please note: To authorize a third party to take other actions, including execution of contracts for service, opening/closing accounts, and/or terminating electric service on your behalf, you will need to provide a valid Power of Attorney.

C. EXPIRATION/TERMINATION OF AUTHORIZATION. Please complete this section to specify how long you want your authorization in Section A (and B, if applicable) to remain in effect:

This Authorization is Valid Until:

(Account Holder must initial one of the following)*

 Date Specific - One Year Maximum – Requests for Usage-Related Information and/or for the actions specified above will be accepted and processed each time requested from the date of execution of this Authorization until .

 Two Years – Requests from the Authorized Party for Usage-Related Information and/or for the actions specified above will be accepted and processed each time requested within the 24-month period from the date of execution of this Authorization.

 X **Three Years** – Requests from the Authorized Party for Usage-Related Information and/or for the actions specified above will be accepted and processed each time requested within the 36-month period from the date of execution of this Authorization.

**Please note: This authorization will NOT terminate automatically if the specified Dominion Energy account(s) close(s) before the end of the authorization period. You may revoke this Authorization by providing written notice to Dominion Energy at the address in Section D.*

Initials of Person Providing Consent:

Date:

D. ACKNOWLEDGEMENT AND SIGNATURE

I hereby affirm that I have the authority to make and sign this Authorization as account holder of record for the Dominion Energy account(s) listed above, or that I am a corporate officer or management employee fully and duly authorized to make and sign this Authorization on behalf of the Dominion Energy business account listed above. I understand that Dominion Energy reserves the right to verify any authorization request submitted before releasing information or taking any action on my behalf.

I understand that by providing my written consent, I am authorizing Dominion Energy to release the requested information on the account(s) listed above to the Authorized Party listed above, and that Dominion Energy will not be responsible or liable in any way for the third parties' use and security of my Usage-Related Information or actions taken on my behalf with regard to the account(s) pursuant to this Authorization. I further understand that it is my responsibility to ensure that the third parties will safeguard my Usage- Related Information on receiving such information from Dominion Energy. I hereby release, hold harmless, and indemnify Dominion Energy from any liability, claims, demands, causes of action, damages, or expenses

resulting from: 1) any release of information pursuant to this Authorization; 2) the unauthorized use of this information by the Authorized Party; and 3) any actions taken by the Authorized Party pursuant to this Authorization. I understand I have the right to revoke this Authorization at any time by providing further written notice to Dominion Energy at the following address:

Attn: Customer Account Management
Dominion Energy Virginia / Dominion Energy North Carolina
2700 Cromwell Drive
Norfolk, VA 23509

As evidenced by my initials at the bottom of each page of this Authorization, I hereby acknowledge that I have read and understand the contents of this Authorization, and that I am voluntarily signing this Authorization.

Signature

Mailing Address

Title (if applicable)

Email Address

Print Name

Date

HAVE YOU INITIALED AND DATED EACH PAGE OF THIS FORM?

Initials of Person Providing Consent: _____

Date: _____

SAMPLE LETTER FROM LEGAL COUNSEL on LETTERHEAD*

DATE

ADDRESSEE (Chief Administrative Officer of Public Jurisdiction)

RE: Solar Power Purchase Agreement - Cooperative Procurement

Dear _____,

Upon review of the Virginia Code and Albemarle County's Request for Proposal for Solar Power Purchase Agreement Services, a separate procurement process to authorize the contract will not be necessary.

Section 2.2-4304 of the Virginia Public Procurement Act provides that "any public body may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies ... " Albemarle County's RFP included a provision that allowed for cooperative contracting as set forth in Section VIII, Paragraph Q, which is copied below:

Q. COOPERATIVE CONTRACTING: This procurement is being conducted by County of Albemarle in accordance with the provisions of Virginia Code § 2.2- 4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

Since the RFP language meets the statutory requirements for joint and cooperative procurement, procurement requirements for this contract have been satisfied. The Solar Power Purchase Agreement as presented to _____ conforms with the general terms and conditions of the Albemarle Solar PPA agreement. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Signature
Name

** This sample letter is provided for informational purposes only. This should not be construed as legal advice. You should not act on the information contained herein without seeking the assistance of legal counsel in protecting or enforcing your rights under the law.*

MANDI MONTGOMERY SMITH

msmith@timberlakesmith.com

TimberlakeSmith
ATTORNEYS AT LAW

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OFFICE ADDRESS

25 North Central Ave.
Staunton, VA 24401

www.timberlakesmith.com

June 22, 2018

Dr. Eric W. Bond, Superintendent
AUGUSTA COUNTY PUBLIC SCHOOLS
18 Government Center Lane
Verona, Virginia 24482

RE: Solar Power Purchase and Self-Generation Agreements

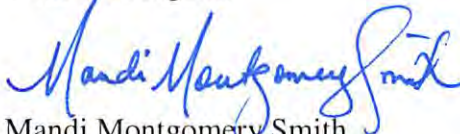
Dear Dr. Bond:

In my capacity as general counsel to the Augusta County School Board, I reviewed Albemarle County's Request for Proposals for Solar Power Purchase Agreement Services, issued July 24, 2014 (RFP), for the purpose of evaluating the capacity of the Augusta County School Board (School Board) to procure similar services through Albemarle's RFP.

To increase efficiency or reduce administrative expenses, the Virginia Code permits a public body to participate in a joint procurement agreement with one or more other public bodies. See Virginia Code section 2.2-4304. Albemarle County's RFP included language, in paragraph Q on page 10 of its RFP, that permits the School Board to contract with the successful offeror, Secure Futures, LLC, without engaging in any additional or separate procurement process under the Virginia Public Procurement Act. Albemarle's RFP permits the School Board to contract directly with Secure Futures, LLC, for purposes of obtaining solar energy services for School Board facilities, using the cooperative procurement arrangement initiated by Albemarle County.

Should you or the School Board have any further questions, please do not hesitate to contact me.

With kind regard,


Mandi Montgomery Smith

MMS:jrb

HARRELL & CHAMBLISS LLP

ATTORNEYS AT LAW

ONE CITY CENTER

SUITE 300

11815 FOUNTAIN WAY

NEWPORT NEWS, VIRGINIA 23606

TELEPHONE (757) 926-5350

FACSIMILE (804) 915-3256

WWW.HCLAWFIRM.COM

RICHMOND OFFICE:

EIGHTH & MAIN BUILDING

707 EAST MAIN STREET, SUITE 1000

RICHMOND, VIRGINIA 23219

TELEPHONE (804) 643-8401

March 27, 2018

Mr. Jason Kamras
Superintendent
Richmond Public Schools
301 North Ninth Street
Richmond, Virginia 23219

RE: Solar Power Purchase Agreement - Cooperative Procurement

Dear Superintendent Kamras,

Upon review of the Virginia Code and Albemarle County's Request for Proposal for Solar Power Purchase Agreement Services, a separate procurement process to authorize the contract will not be necessary.

Section 2.2-4304 of the Virginia Public Procurement Act provides that "any public body may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies ..." Albemarle County's RFP included a provision that allowed for cooperative contracting as set forth in Section VIII, Paragraph Q, which is copied below:

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Since the RFP language meets the statutory requirements for joint and cooperative procurement, procurement requirements for this contract have been satisfied. Should you have any questions, please do not hesitate to contact me.

Very truly yours,


Caryl Stephens Johnson

McGuireWoods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219-3916
Phone: 804.775.1000
Fax: 804.775.1061
www.mcguirewoods.com

George Keith Martin
Direct: 804.775.1057

McGUIREWOODS

gmartin@mcguirewoods.com
Fax: 804.698.2105

March 6, 2017

Dr. Brenda M. Tanner
Superintendent of Schools
Orange County Public Schools
Taylor Education Administration Complex
200 Dailey Drive
Orange, VA 22960

Re. Solar Power Purchase Agreement - Cooperative Procurement

Dear Dr. Tanner,

Upon review of the Virginia Code and Albemarle County's Request for Proposal for Solar Power Purchase Agreement Services, a separate procurement process to authorize the contract will not be necessary.

Section 2.2-4304 of the Virginia Public Procurement Act provides that "any public body may participate in, sponsor, conduct, or administer a joint procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies..." Albemarle County's RFP included a provision that allowed for cooperative contracting as set forth in Section VIII, Paragraph Q, which is copied below:

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March 6, 2017
Page 2

contract for use by other public bodies, but the Contractor may conduct such notification.

Since the RFP language meets the statutory requirements for joint and cooperative procurement, procurement requirements for this contract have been satisfied. Should you have any questions, please do not hesitate to contact me.

Sincerely,



George Keith Martin



To view the full text of Albemarle County Public Schools' July 2014 RFP for a solar power purchase agreement as well as the full text of the ensuing contract with Secure Futures, use the link below.

<https://cdn2.hubspot.net/hubfs/2932192/RVA%20Solar%20Fund/Fact%20Sheets/Albemarle%20County%20Public%20Schools%20-%20PPA%20RFP%20documents.pdf>

TEMPLATE LETTER FOR GOVERNING BOARD APPROVAL OF SOLAR PPA
ON LETTERHEAD

[DATE]

Maggie Davison
Chief Operating Officer
Secure Futures, LLC
11 E Beverley St, Suite 19
Staunton, VA 24401

Dear Ms. Davison,

This letter serves to confirm that [ENTITY] has obtained legal counsel review of the template for Secure Futures, LLC's Solar Power Purchase Agreement (PPA) Services contract.

This letter also confirms that our [GOVERNING BODY] voted on [DATE] its approval of the form of solar PPA with Secure Futures, subject to final engineering and economic terms.

Sincerely,

Signature

Name

Title (Chief Administrative Officer or Board Chair)

Date

MASTER SOLAR POWER PURCHASE AGREEMENT

This Master Solar Power Purchase Agreement (“Master Agreement”) is made and entered into as of [_____, 2018, by and between _____ Solar, LLC (“_____ Solar”), a special purpose subsidiary of Secure Futures, LLC (“Secure Futures”), and _____ (“Host Customer”).

Host Customer:		Seller:	Secure Futures, LLC
Name and Address		Name and Address	Secure Futures 11 E. Beverley St. Staunton, VA 24401 Attention: Anthony Smith
Phone		Phone	
Fax	None	Fax	
E-mail		E-mail	
Premises Ownership	Host Customer [] owns [] leases the Premises. List Premises Owner, if different from Purchaser: _____		
Tax Status			
Project Name			

BACKGROUND

A. Secure Futures is in the business of designing, installing, owning and maintaining solar photovoltaic electric generation systems at various locations (each, a “System”), and selling the electricity generated by such Systems;

B. Host Customer operates facilities at various locations in _____, Virginia and uses electricity in the conduct of its operations;

C. Host Customer is using cooperative purchase language pertaining to a Request for Proposals, dated July 24, 2014, Number 2015-08213-23 for Solar Power Purchase Agreement Services (the “RFP”), pursuant to which the Albemarle County School Board requested proposals for third parties to design, install, own and maintain solar photovoltaic electric generation systems at certain Albemarle County Public Schools facilities located in Albemarle County, Virginia, and to sell the electricity generated by such systems to Host Customer for use in such facilities. The referenced language is located in the RFP under General Terms and Conditions – Cooperative Contracting;

D. Secure Futures responded to the Request for Proposals and was selected as the successful offeror;

E. Secure Futures (through _____ Solar) and Host Customer expect to agree to enter into stand-alone agreements for (a) the design, installation, ownership and maintenance of Systems and (b) the sale and purchase of the electricity generated by such Systems each a (“Solar Project Power Purchase Agreement” and;

F. Each Project Power Purchase Agreement will be between _____, as the Host Customer, and _____ Solar, LLC, a special purpose subsidiary company of Secure Futures, as the “System Owner.”

NOW THEREFORE, in consideration of the mutual premises and covenants set forth hereby acknowledged, the parties agree the documents listed below are incorporated by reference and made part of this Agreement.

Exhibit 1 — Project Power Purchase Agreement(s)

Exhibit 2 — Site Lease

Exhibit 3 — Consent to Assignment of Contracts [If applicable]

Exhibit 4 — Solar Renewable Energy Credit Irrevocable Retirement Agreement

Exhibit 5 — Master and Project Power Purchase Agreement General Terms and Conditions – Articles

I – XXI

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have executed this Master Solar Power Purchase Agreement as of the date first set forth above.

_____, LLC

By: _____

Name: Anthony E. Smith

Title: Manager

[Host Customer organization]

By: _____

Name: _____

Title: _____

Exhibit -1
SOLAR PROJECT POWER PURCHASE AGREEMENT

This Project Power Purchase Agreement shall confirm the arrangements agreed to on _____, 2018, by and between _____, LLC (“System Owner”) and _____ (“Host Customer”), regarding the (a) the design, installation, ownership and maintenance of System at location set forth herein and (b) the sale and purchase of the electricity generated by such System, as follows:

System Owner	_____, LLC Type of Entity: limited liability company State of Organization: Virginia Address: 11 E. Beverley St. Suite 19, Staunton, VA 24401
Host Customer	_____ Type of Entity: State of Organization: Address:
Party(ies)	System Owner and/or Host Customer
Project Effective Date	
System Owner Condition Precedent Termination Date	
Host Customer Condition Precedent Termination Date	
Due Date	See Schedule C
Premises	See Schedule A
Site	See Schedule A
Permitted Encumbrances	[Identify any liens or encumbrances on the Site or Premises]
Service Term	Twenty (20) years beginning on the System Commencement Date
Estimated System Commencement Date	The Estimated Commencement Date shall be the earlier of: (a) the date that is one hundred eighty (180) days following the date that System Owner orders the solar panels for the System or (b) twenty four (24) months after contract execution The Estimated Commencement Date shall be extended, on a day-for-day basis, to the extent that System Owner’s performance is delayed due to a Force Majeure Event.
Description of System	See Schedule B
Interconnection Arrangements	The interconnection arrangements with <u>the investor-owned utility</u> _____ will be carried out pursuant to:

	<ul style="list-style-type: none"> <i>The Agreement for Parallel Connection of a Photovoltaic Generator with _____ Electric Distribution System by a Non-Residential Customer – Generation Capacity of 1 MW or Less.</i>
Late Fee	See Schedule C
Output Price	See Schedule C
Termination Value	See Schedule E
Notices	<p>If to System Owner: _____, LLC Maggie Davison 11 E. Beverley Street, Suite 19 Staunton, VA 24401 Email: maggie@securefutures.solar Phone: 540-569-6367</p> <p>If to Host Customer: Address: Email: Phone:</p>
Invoicing Information	Invoices to be sent to: Address: Email: [_____]
Payment Instructions	Send payments to: _____, Solar, LLC 11 E Beverley St Suite 19 Staunton, VA 24401

This Project Power Purchase Agreement is being provided pursuant to and in accordance with the Master Solar Power Purchase Agreement dated [_____] (the “Master Agreement”) between Secure Futures, LLC and _____, and incorporates by reference the terms and conditions of the Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement.

[Signature Page Follows]

IN WITNESS HEREOF, Customer and System Owner have caused this Agreement to be executed by duly authorized representatives as of the Effective Date.

System Owner

Host Customer

_____, LLC

Name: Anthony E. Smith

Name: _____

Title: Manager

Title: _____

Phone No: 540-255-1404

Phone No: _____

PROJECT AGREEMENT
SCHEDULES

Schedule A
Description of the Premises and the Site

1. Description of Premises:
2. Description of the Site:
3. Image showing location of System at the Premises:

Schedule B
System Description and Specifications

The System will consist of the following:

[DESCRIPTION OF QUANTITY AND TYPE OF RENEWABLE ENERGY EQUIPMENT TO BE DETERMINED BY THE PARTIES FOLLOWING EXECUTION OF THIS AGREEMENT AND PRIOR TO INSTALLATION.]

The System will have a DC rating of _____ kW (_____ kW AC rating).), subject to final engineering.

As a condition of Commissioning of the System, System Owner shall perform the Acceptance Test described in Schedule D, and following the System Commencement Date, the warranties set forth in Schedule H shall be applicable to the System.

A Schematic Diagram of the Renewable Energy Equipment is set forth below:

[SCHEMATIC TO BE PROVIDED BY THE EQUIPMENT OWNER FOLLOWING EXECUTION OF THIS AGREEMENT AND PRIOR TO INSTALLATION.]

Schedule C
Output Price and Payment Provisions

1. Output Price

During the Service Term of the Agreement, the Output Price per kWh for each Year shall be as set forth in the column “Rate per kWh.”

Table 1

Schedule C Service Fee					
Year	Fee in \$/kWh(AC)	Percent Increase in Service Fee Applied to Subsequent Yrs	Solar Output in kWh(AC)	Solar Degradation Rate Applied to Subsequent Yrs	Annual Service Fee
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
Totals					

2. Payments

a. Annual Advance Payment

Host Customer shall pay the System Owner an annual advance payment equal to the “*Projected payable per year based on estimated output per year in \$*,” designated as “Annual Service Fee” on Table 1 of this Schedule C for each Contract Year on the System Commencement Date and each anniversary thereof. For the first year, the annual advance shall be pro-rated to conform to the Host Customer’s fiscal year, and thereafter the commencement of the Host Customer’s fiscal year will serve as the anniversary date for the annual advance.

b. Output Statements.

On or before the end of the first month following the end of each Contract Year, System Owner shall prepare a statement setting forth the amount of Output as delivered (or deemed delivered) to Host Customer during the prior Contract Year relative to the “*Estimated Solar generated output per year in kWh*” designated as “Solar Output in kWh(AC)” on Table 1 of this Schedule C (the “Estimated Output”), and the total value of the Output based on the Output Price.

c. Annual True-up.

(i) In any Contract Year, if the quantity of Output is less than the Estimated Output, then System Owner shall refund to Host Customer (a) such shortfall quantity (stated in kWh) times (b) the Output Price applicable to such Contract Year. Such amount shall be due thirty (30) days following the end of the subject Contract Year.

(ii) In any Contract Year, if the quantity of Output is greater than the Estimated Output, then Host Customer shall pay System Owner an amount equal to the product of (a) the excess quantity (stated in kWh) times (b) the Output Price applicable to such Contract Year. Such amount shall be due thirty (30) days following the end of the subject Contract Year.

d. Payment.

Payments due to System Owner shall be made by wire transfer to the account as shown under Payment Instructions in the Master Solar Services Agreement. Payments due to Host Customer shall be made in accordance with Host Customer’s instructions.

3. Late Fees.

If any part of a payment or refund required under this Schedule C is not made by within fifteen (15) days following the date such payment is due (the “Due Date”), owing Party agrees to pay the owed Party a late fee that shall accrue on the basis of one percent (1%) per month (or such lower percentage as and if required by applicable law) on the amount of such late payment (“Late Fee”), due immediately. The calculation of Late Fees shall not constitute any waiver of either party’s obligation to pay any amounts when due or either party’s right to collect such amounts or to exercise any other right or remedies it may have for failure to pay such amounts when due under this Agreement or now or hereafter existing at law or in equity or otherwise.

4. Contest Rights.

a. Host Customer shall notify System Owner in writing within ten (10) Business Days of receipt of a statement or invoice, pursuant to Section 2 above as applicable, of any portion of the invoiced amount or quantity of Output delivered or deemed delivered, that Host Customer has a reasonable basis to dispute in accordance with Section 21 of the General Terms and Conditions. Such notice shall set forth in reasonable detail the basis for such Dispute.

b. The contested portion of any invoiced amount shall not relieve Host Customer of its obligation to pay the uncontested portion of such invoice as set forth in Section 2 above.

5. Solar Obstruction Charge

In the event of an extended obstruction (“Solar Obstruction”) pursuant to Section 11.2 of the Master Agreement, Host Customer shall pay System Owner the applicable obstruction charge (“Obstruction Charge”).

Schedule D
Equipment Performance Testing Protocol

SYSTEM ACCEPTANCE TEST

Date _____ Solar Tech _____
Time _____ Weather _____

1. Array must be in full sun with no shading

2. Information on System:

Module Manufacturer _____

Module Number _____

Power Output @ Standard Test Conditions (STC) = (PSTC) _____ Watts

Total Number of Modules = _____ Modules

Power Temp. Coef. = (TC) = _____ %/°C

System Peak DC Power Rating = (P_{MAX})

(P_{MAX}) = (PSTC) X (# of Modules) = _____ Watts

Temperature at STC (T_{STC}) = 25 °C

System Derating Factor at Commissioning (Year 0) = (KS) = _____

System Annual Degradation Factor = 0.5% per year

(Example: End of Year 1 Derating Factor = 0.80 X (1-0.5%) = 0.796)

3. Actual Irradiance during the test _____ W/m²

Site Data use actual site test data

4. Actual Module Temperature during the test (CT) _____ °C

Site Data use actual site test data

5. Calculate corrections and expected performance:

Irradiance Factor = (KI)

(KI) = Actual Irradiance / 1000 W/m² = _____ Irradiance Correction

Module Cell Temperature Factor = (KT)

(KT) = 1 + (TC/100 x (CT- T_{STC})) = _____ STC Temperature Correction

Expected System Performance = (PE)

(PE) = (P_{MAX}) x (KI) x (KT) x (KS) = _____ Watts

6. Actual System Power Output _____ Watts

Inverter Data use actual site test data

7. Percentage of Expected _____ %

Result must be 100% or greater to achieve Commissioning.

Schedule E
Termination Value

The Termination Value shall be the (i) greater of (a) the Fair Market Value of the Renewable Energy Equipment at time of termination, or (b) the payment amount set forth in Table 1 below corresponding with the date on which termination occurs less, if applicable, (ii) any Prepayment Amount balance then applicable.

Table 1

Year	Termination Value in \$
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

Schedule F
Reserved

Schedule G
Form of Environmental Credit Ownership Letter

[Host Customer Letterhead]
[DATE]

To Whom It May Concern,

This is to certify that the Renewable Energy Credits (RECs) generated by the photovoltaic (PV) solar array on our property, _____, are fully owned by _____, LLC.

[Customer Name] _____ has entered a twenty-year solar service agreement with _____, LLC, such that _____, LLC owns and operates the PV solar array and owns the RECs resulting under that solar service agreement.

Array 1:
First year expected RECs:
Location:

Please direct any questions regarding the ownership of RECs to the undersigned.

Sincerely,

By: _____
[Print name and title]
[Customer Name]

Agreed to by:

By: _____
Anthony E. Smith, Manager
_____ LLC

Schedule H
Solar Panel Manufacturer Warranty

Exhibit 2
LEASE AGREEMENT

PARTIES

("Lessor")	, LLC ("Lessee")
	11 E. Beverly Street, Suite 19
	Staunton, VA 24401
Attention:	Attention: Anthony Smith, Manager

PREMISES

Location of array:_____

That portion of Lessor's property located at _____ and being more particularly shown on the Site Plan attached hereto as Schedule A (the "Site"). The Lessor's entire property, including the Site, is referred to herein as the "Entire Property".

DEMISE

In consideration of the mutual covenants contained herein, Lessor does hereby lease, let and demise to Lessee, and Lessee hereby leases from Lessor, the Site upon the terms and conditions set forth herein and in the Conditions of Lease and Schedules attached hereto (collectively, the "Lease"). Lessor also grants to Lessee, its customers, guests, invitees, employees, agents and licensees all easements, rights and privileges appurtenant to the Site, including the non-exclusive right to use the parking areas serving the Entire Site, driveways, roads, alleys, and other means of ingress and egress to the Site and other portions of the Site as reflected in the Site Plan.

TERM

This Lease is entered into in conjunction with that certain Project Agreement between Lessor and Lessee, dated [DATE] (the "Solar Project Agreement"). The Term of Lease shall commence on _____ (the "Commencement Date"), and shall continue thereafter for twenty-one (21) years from the System Commencement Date (as such term is defined in the Solar Project Agreement), unless terminated sooner as provided herein (the "Initial Term"). In the event that the Solar Project Agreement is terminated or expires, this Lease shall terminate one hundred twenty (120) days following the date of such Solar Project Agreement termination or expiration to facilitate the removal of Lessee's property at the Site, as contemplated by the Solar Project Agreement.

RENT

The annual rent during the Initial Term shall be One Dollars (**\$1.00**) plus all sales tax, if any, due thereon (the "Rent"). Rent shall begin to accrue on the Commencement Date (the "Rent Commencement Date").

EXTENSION

Lessee shall have one (1) option to extend the term of this Lease for no more than one year (the "Option Term") by providing Lessor with written notice at least sixty (60) days prior to the end of the then-existing Term, with such Option Term to be subject to the same terms and conditions contained herein.

RECORDABLE FORM OF LEASE

Upon the request of either Lessor or Lessee, the parties shall execute, acknowledge and deliver a memorandum of this Lease, in a form reasonably acceptable to each party, which Lessor, at its sole expense, shall record in the public office in which required to put third parties on notice of the existence of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf as of this _____ day of _____, 20_____.

Signed and sealed in the
presence of:

LESSEE: _____, LLC

By: _____

By: _____

Name: Anthony E. Smith

Name: _____

Title: Manager

Signed and sealed in the
presence of:

LESSOR: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

CONDITIONS OF LEASE

ARTICLE 1 RENT AND LEASE CONTINGENCY

1.1. Rent. Rent shall be due and payable on or before January 31st of each year during the Initial Term and Option Term, if any, of this Lease, beginning with the first payment due on the Rent Commencement Date.

1.2. Lease Contingency. This Lease is expressly contingent upon Lessee, in its sole discretion, obtaining all licenses, permits, easements and approvals necessary to operate Lessee's operations in accordance with Paragraph 3.1 ("Approvals"). If Lessee is unable to secure all Approvals from applicable governmental authorities, then Lessee shall have the option to terminate this Lease upon providing Lessor with written notice.

ARTICLE 2 TAXES, UTILITIES AND INSURANCE

2.1. Personal Property Taxes and Assessments. Lessee shall pay, as the same become due and payable, all personal taxes, assessments and charges of any kind whatsoever accruing against Lessee's Personal Property (defined hereinafter) located at the Site after the Commencement Date and during the Lease Term thereafter that may at any time be lawfully assessed or levied against Lessee's Personal Property located at the Site, unless the same are being contested in good faith by Lessee, in which event Lessee shall bond or deposit with Lessor an amount equal to said taxes, assessments or charges. Any payments due under this Article shall be made by Lessee within the later of thirty (30) days after receipt of written notice thereof (together with a copy of the applicable tax bill) from Lessor or otherwise or resolution of any contest hereunder.

2.2. Utilities. Except as otherwise provided in the Solar Project Agreement, Lessee shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone and other utility services used by Lessee at the Site, accruing upon Commencement Date of the Lease and during the term of this Lease thereafter.

2.3. Insurance. At all times during this Lease, Lessee shall, at its own expense, maintain and provide general liability insurance in such amounts as required by the Master Solar Service Project Agreement. Copies of certificates evidencing the existence and amounts thereof shall be delivered to Lessor by Lessee upon request. Should any such insurance expire or be canceled during the term of this Lease, Lessee shall provide Lessor with renewal or replacement certificates at least ten (10) days prior to the expiration or cancellation of the original policies.

ARTICLE 3 USE AND QUIET ENJOYMENT

3.1. Use. Lessee may use the Site for the installation, ownership, operation and maintenance of certain solar electricity generation equipment (the "System"), and activities necessary or related thereto, or any other lawfully permitted uses. Lessee shall be entitled to the use of portions of the Entire Site as may be necessary or required by Lessee for the temporary storage, laydown and staging of tools, materials and equipment, the parking of installation crew vehicles and temporary installation trailers and facilities, and rigging reasonably necessary during the furnishing, installation, testing, commissioning and, if necessary during any period of repair or removal, disassembly, decommissioning and removal of the System. Lessee shall be entitled to use certain portions of the Entire Site to otherwise exercise its rights and meet its obligations under the Solar Project Agreement, including interconnection with the Site Electrical System (as defined in the Solar Project Agreement). All such uses shall be conducted by Lessee in the manner least disruptive to Lessor's operations. Should Lessor, in its sole discretion, determine Lessee's activities on either the Site or the Entire Site during the Installation or repair Period are disruptive, Lessee shall cease the instant installation or repair activity and Lessor shall provide reasonable alternative times for Lessee to resume the installation or repair activity.

3.2. Condition of Site, Compliance with Law. Lessor shall, at its own expense, deliver the Site to Lessee in full and complete compliance with all laws, orders and regulations of federal, state and

municipal authorities and with any lawful direction of any public officer. Lessor shall deliver the Site in a neat and clean condition free of any contamination as defined in Paragraph 6.1.

Lessee agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to Lessee's specific use of the Site. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Paragraph.

3.3. Quiet Enjoyment. Lessee shall, at all times during this Lease, peaceably and quietly enjoy the Site without any disturbance from Lessor or from any other person claiming through Lessor, except Lessor may exercise its right as described in Paragraph 3.1 to require Lessee temporarily to cease disruptive installation activity.

3.4. Assignment and Sublet. Lessee may not sublease the Site or assign its rights under this Lease in whole or in part without the prior written consent of Lessor, not to be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Lessee shall have the absolute right to (a) assign or otherwise transfer its interest in this Lease, or (b) assign this Lease at any time (i) to any parent, subsidiary or affiliate of Lessee or Lessee's parent, (ii) to a corporation or other business entity with which Lessee or Lessee's parent may merge, amalgamate or consolidate, or (iii) to any entity in which the Site is intended to be leased back by such assignee to Lessee, Lessee's parent, or any entity in which Lessee, Lessee's parent or their affiliates have a controlling interest, without Lessor's approval, written or otherwise. This Lease shall contain no provision restricting, purporting to restrict or referring in any manner to a change in control or change of shareholders, directors, management or organization of Lessee's parent or Lessee, or any subsidiary, affiliate or parent of Lessee's parent or Lessee, or to the issuance, sale, purchase, public offering, disposition or recapitalization of the capital stock of Lessee's parent or Lessee, or any subsidiary, affiliate or parent of Lessee's Parent or Lessee.

ARTICLE 4

CONDITION OF PREMISES, IMPROVEMENTS

4.1. Repair and Maintenance of Site. Lessee shall, at its own expense, maintain the Lessee's Property (defined hereinafter) at the Site and keep the Lessee's Property at the Site in a neat and clean condition, consistent with normal business practices for the use set forth in Paragraph 3.1.

4.2. Improvements. Lessee may, at its own expense and with the prior consent of Lessor, make such alterations, additions and improvements (collectively, the "Improvements") to the Site, bring such trade fixtures and personal property, including the System (collectively, the "Personal Property") on the Site, and install signage on the Site (the "Signage"), in such locations on the Site, as Lessee may deem reasonably necessary or desirable. Collectively, the Improvements, the Personal Property and the Signage are referred to herein as the "Lessee's Property." The Personal Property and the Signage shall remain the property of Lessee at all times. Lessee shall not have the authority to, and shall not, permit any lien, charge or encumbrance of any kind whatsoever to be placed upon the Site, and Lessee shall bond or discharge any such lien, charge or encumbrance within ten (10) business days' written notice from Lessor.

4.3. Destruction of Leased Site. In the event of damage or destruction of all or any portion of the Site which renders the Site reasonably and economically unsuitable for Lessee's business, as determined by Lessee, Lessee, in its sole discretion, shall have the option to terminate this Lease whereupon the rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Lessee shall notify Lessor in writing within thirty (30) days of the date of such damage or destruction of its election hereunder.

4.4. Condemnation. In the event of condemnation or other similar taking or transfer due to governmental order, of all or any portion of the Site which renders the Site reasonably and economically unsuitable for Lessee's business, as determined by Lessee, Lessee may, at its option, terminate this Lease, in which case the rent shall be

apportioned as of such date, any prepaid rents or deposits shall be returned, and Lessee shall be released of all further duties and obligations hereunder. Lessor shall be entitled to the entire proceeds of any condemnation award; provided, however, that Lessor shall pay Lessee an amount equal to the book value less depreciation of Improvements placed on the Site by Lessee prior to the initiation of condemnation proceedings at its own expense (and remaining on the Site) plus any portion of such award intended, to compensate Lessee for expenses special to Lessee.

ARTICLE 5 DEFAULT AND REMEDIES

5.1. Events of Default. If:

(a) Lessee shall default in the due and punctual payment of the Rent, insurance premiums, impositions or any other amounts or rents due under this Lease or any part thereof, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee; or

(b) Lessee shall default in the performance or compliance with any of the other covenants, agreements or conditions contained in this Lease and such default shall not be cured within thirty (30) days after notice thereof in writing from Lessor to Lessee; or

(c) Lessee shall file a petition in voluntary bankruptcy or under Chapter VII or XI of the Federal Bankruptcy Act or any similar law, state or federal, whether now or hereafter existing, or an answer admitting insolvency or inability to pay its debts, or fail to obtain a vacation or stay of involuntary proceedings within ninety (90) days after the involuntary petition is filed; or

(d) Lessee shall be adjudicated as bankrupt or a trustee or receiver shall be appointed for Lessee or for all of its property or the major part thereof in any involuntary proceedings, or any court shall have taken jurisdiction of the property of Lessee or the majority part thereof in any involuntary proceeding for reorganization, dissolution, liquidation or winding up of Lessee, and such trustee or receiver shall not be discharged or such jurisdiction

relinquished or vacated or stayed on appeal or otherwise within ninety (90) days; or

(e) Lessee shall make an assignment for the benefit of its creditors;

Then, and in any such event referred to in clauses (a), (b), (c), (d) or (e) above, Lessor shall have the remedies with respect to the Site as set forth below.

5.2 Lessor's Remedies Upon Default. Upon the occurrence of an Event of Default by Lessee, then Lessor shall be entitled to the following remedies:

(a) terminate this Lease by giving written notice of termination to Lessee, in which event Lessee shall surrender the Site to Lessor. If Lessee fails to so surrender the Site, then Lessor may, without prejudice to any other remedy it has for possession of the Site or arrearages in rent or other damages, re-enter and take possession of the Site and expel or remove Lessee and any other person occupying the Site or any part thereof, in accordance with applicable law; or

(b) Lessor may re-enter and take possession of the Site without terminating the Lease in accordance with applicable law, and relet the Site and apply the Rent received to the account of Lessee. In the event Lessor so re-enters and takes possession of the Site as set forth above, Lessor agrees to use reasonable efforts to relet the Site for a commercially reasonable rate at the time of such reletting. No reletting by Lessor is considered to be for Lessor's own account unless Lessor has notified Lessee in writing that this Lease has been terminated. In addition, no such reletting is to be considered an acceptance of Lessee's surrender of the Site unless Lessor so notifies Lessee in writing.

The parties hereto agree that a Lessee default under this Lease shall constitute a System Owner default under the Solar Project Agreement. Notwithstanding anything to the contrary set forth herein, in no event shall Lessor have the right to accelerate the Rent and other amounts payable hereunder, or sue Lessee for any consequential, punitive or incidental damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

5.3. Mitigation of Damages. Reserved

5.4. Lessor's Default. The failure of Lessor to perform any obligation or the breach by Lessor of any representation or warranty contained herein within thirty (30) days after receipt by Lessor of written notice of such failure, shall constitute an "Event of Default" hereunder. Upon the occurrence and continuance of an Event of Default Lessee may, at its option and without any obligation to do so, other than those obligation created in this document, elect any one or more of the following remedies:

(a) Terminate and cancel this Lease; or

(b) Withhold payment or performance under the Lease until such time as such Event of Default is cured; or

(c) Cure such Event of Default and recover the costs thereof by an action at law or by set off against the Rent due hereunder; or

(d) Pursue any other remedy now or hereafter available at law or in equity, except in no event shall Lessee have the right to sue Lessor for any consequential, punitive or incidental damages (including, without limitation, any claims for lost profits and/or lost business opportunity).

The parties hereto agree that a Lessor default under this Lease shall constitute a Host Customer default under the Solar Project Agreement.

ARTICLE 6 ENVIRONMENTAL

6.1. Remediation and Compliance With Laws. Notwithstanding any other provision of this Lease or the Solar Project Agreement, if any hazardous substances, hazardous materials, toxic substances or other similar or regulated substances, residues or wastes, pollutants, petroleum products and by-products, including any other environmental contamination whatsoever (collectively "Contamination") are found on, under, or surrounding the Site, or any violations or potential violations of applicable Laws are found, irrespective of causation then Lessee shall have the option of terminating the Lease and thereafter be relieved of

all further duties and responsibilities under this Lease, without jeopardizing any rights or remedies under the Lease. Lessee may exercise such election regardless of whether the level of the hazardous substances, hazardous materials or asbestos are below permissible levels set by applicable Laws or by the applicable industry.

6.2. Contamination Liability.

Notwithstanding any other provision of this Lease or the Solar Project Agreement, Lessor shall be solely responsible for and agrees to indemnify, defend and hold harmless Lessee, its employees, agents, officers, directors, heirs and assigns, to the fullest extent permitted by law, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, remedial action requirements and enforcement actions, administrative proceedings and any other actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the discovery, remediation, or disposal of said Contamination under this Lease, including any personal injury (including wrongful death) or property damage (real or personal) arising therefrom, except for any liability which was caused solely by Lessee during the term of this Lease. This Paragraph shall survive the termination or earlier expiration of this Lease.

6.3. Lessor's Representations. Lessor, to the best of its knowledge, is not aware of any past or present release of Contamination on, under or surrounding the Site and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under or surrounding the Site are in violation of any Laws. Lessor has provided copies to Lessee, in whatever capacity and in whatever form obtained, any and all information relating to Contamination on the Site.

ARTICLE 7 MISCELLANEOUS

7.1. Indemnification. To the fullest extent permitted by law, each party will indemnify and

save harmless the other of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) as required by the Solar Project Agreement..

7.2. Reasonable Consent. Any consent or approval of either party required hereunder shall not and may not be unreasonably withheld unless this Lease provides that such consent or approval is within the sole discretion of such party.

7.3. Access to Site. Lessor may, at reasonable and mutually agreeable times, but with at least twenty-four (24) hours advance written notice to Lessee, enter the Site.

7.4. Brokers. Each party represents and warrants that it has not dealt with any real estate brokers and that there are no claims for brokerage commissions or finders' fees due and owing in connection with this Lease. Any party that defaults under this Paragraph (the "Defaulting Party") agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from any such claim by any real estate broker or other party that has dealt with the Defaulting Party, to the fullest extent permitted by law.

7.5. Relationship of Parties. The relationship between the parties hereto shall be solely as set forth herein and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

7.6. Separability. Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to either party by this Lease or by law or equity are cumulative, and the exercise of any such right or remedy by either party shall not impair such party's right to exercise any other right or remedy available to such party under this Lease or by law or equity.

7.7. No Waiver. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power,

or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

7.8. Attorneys' Fees. In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

7.9. Entire Lease. This Lease, together with the Solar Project Agreement, any Schedules or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

7.10. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

7.11. Subordination. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Site; provided, however, that so long as Lessee shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Lessee's right to remain in exclusive possession of the Site shall be affected or disturbed by reason of

any default under such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect. Lessor shall obtain for the benefit of Lessee a nondisturbance agreement with any current or future mortgagee or ground lessor, in a form reasonably acceptable to Lessee, in exchange for Lessee's agreement to attorn to such mortgagee or ground lessor.

7.12. Notices. All notices and other communications under this Lease shall be in writing and shall be made as required by the Solar Project Agreement.

7.13. Interpretations. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation. In the event of any inconsistency or conflict between any term or provision of this Lease and the Solar Project Agreement, the term or provision of the Solar Project Agreement shall control and take precedence.

7.14. Binding Effect. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

7.15. Headings. The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

7.16. Remedies Cumulative. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing under this Lease, the Solar Project Agreement, at law or in equity or by statute

or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

7.17. Authority. Each party represents that it has the full right and authority to enter into this Lease and that all persons signing on its behalf have been duly authorized to do so by appropriate action.

7.18. Waiver of Lessor's Lien. Lessor hereby waives any contractual, statutory or other Lessor's lien on Lessee's furniture, fixtures, supplies, equipment, and inventory.

7.19. Conduct of Business. Subject to its obligations under the Solar Project Agreement, in no event shall Lessee be required to continuously operate at the Site. Lessee shall have the right to remove the Personal Property and cease operations in the Site at any time and at Lessee's sole discretion. However, the right to cease to operate its business shall not affect Lessee's obligation to pay all amounts due hereunder, and to perform all covenants and obligations hereunder.

Schedule A
Description of the Premises and the Site

1. Description of Premises:
2. Description of the Site:
3. Image showing location of System at the Premises:

Exhibit 3

Consent to Assignment

[attached hereto if applicable.]

[FORM]

Consent to Assignment of PPA and Site Lease

This CONSENT TO ASSIGNMENT OF PPA AND SITE LEASE (this “Consent”) is entered into as of [____], 20[___] by [Name of PPA/Lease Counterparty] (“Company”).

Reference is hereby made (A) to that certain [Solar Power Purchase Agreement], dated [____], 20[___], by and between [____], a _____ limited liability company (“System Owner”) and the Company (the “PPA”) and (B) to that certain [Site Lease Agreement], dated [____], 20[___], by and between System Owner and the Company (the “Site Lease” and together with the PPA, the “Subject Agreements”).

System Owner has notified the Company that it intends to assign the Subject Agreements to [LLC name], a [____] limited liability company (“Assignee”), on or about [____], 20___. System Owner will assign to Assignee, and Assignee will assume from System Owner, all of System Owner’s rights, title and interest in and to the Subject Agreements.

Pursuant to Section [____] of the PPA, the Company hereby consents to the assignment of the PPA to Assignee.

Pursuant to Section [____] of the Site Lease, the Company hereby consents to the assignment of the Site Lease to Assignee.

[NAME OF PPA/LEASE COUNTER-PARTY]

By: _____

Name: _____

Title: _____

Exhibit 4

SOLAR RENEWABLE ENERGY CREDIT IRREVOCABLE RETIREMENT AGREEMENT

([Host Customer Name] Project)

This SOLAR RENEWABLE ENERGY CREDIT TRANSFER AGREEMENT ("Agreement") dated _____ ("Effective Date") is made and entered into by and between _____ [Host Customer Name], a Virginia _____ organization ("Customer"), and Secure Futures, LLC a Virginia limited liability company ("Secure Futures"). From time to time throughout this Agreement, each of Company, Customer and Secure Futures is referred to as, individually, a "Party" and together, collectively, as the "Parties."

RECITALS

- A. [_____] LLC NAME], a Virginia limited liability company ("Company") owns the System (defined below) which will create SRECs ("Project SRECs") and assign such Project SRECs to Secure Futures;
- B. Company and Customer have entered into that certain Solar Power Purchase Agreement, dated [PPA DATE], for the provision of solar services by Company for the benefit of Customer (the "Customer Agreement");
- C. Pursuant to the Customer Agreement, Company owns (i) the solar electric generation facility located on Customer's property or properties (the "System"), which will create SRECs ("Project SRECs") and (ii) the rights to the Project SRECs;
- D. Company and Secure Futures have entered into an agreement pursuant to which Company has agreed to assign all of the Project SRECs to Secure Futures; and
- E. Secure Futures desires to transfer or monetize into cash, or both, a certain portion of the Project SRECs (such portion hereinafter referred to as, the "Customer SRECs") to Customer each year, as shown in Exhibit B.

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

- 1. Definitions. Capitalized terms used in this Agreement shall carry the meaning ascribed to them in Exhibit A.
- 2. Retirement of Customer SRECs. To the extent that Secure Futures will retire all (or a portion) of the Customer SRECs for Customer's benefit as provided in Exhibit B, Secure Futures shall irrevocably retire such Customer SRECs as detailed in Exhibit B in the Customer's name for environmental benefits, whether such Customer SRECs are in existence now or are created by the System at any time during the Term of this Agreement. Secure Futures shall retire such Customer SRECs for Customer's benefit, free and clear of all liens, security interests, encumbrances, and claims or any interest therein or thereto by any other person, including all the Secure Futures' rights, title and interests in the Customer SRECs.

3. Term. This Agreement shall be effective as of the Effective Date and shall continue in effect for a term of twenty (20) years from the date that the System is placed into commercial operation, as such date is established in the Customer Agreement (the "Term"). Notwithstanding the foregoing, in the event that the Customer Agreement is terminated for any reason, this Agreement shall terminate upon the same date that the Customer Agreement terminates.
4. Independent Contractor. The Parties agree that they are independent contractors for the purpose and activities undertaken in accordance with or as contemplated in this Agreement, and that no Party will be considered or permitted to be an agent, servant, fiduciary, joint venture, or partner of any other Party. It is expressly understood and agreed that neither Party has any right or authority to directly or indirectly incur any obligation or responsibilities on behalf of the other Party or commit the other Party to any matter or understanding, without the other Party's prior written consent.
5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia and of the United States without giving effect to the doctrine of conflict of laws. For the avoidance of doubt, the foregoing shall not be construed as prohibiting a Party from seeking injunctive or other equitable relief in a court of competent jurisdiction.
6. Entire Agreement. This Agreement contains the final and complete agreement between the Parties and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter set forth herein, , whether written or oral. The Parties shall not be bound by or be liable for any statement, representations, promise, inducement or understanding of any kind not set forth in this Agreement.
7. Signatures. Facsimile scanned or digital signatures shall be deemed valid as original for all purposes.
8. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
9. Notice. All notices, requests, consents, demands and other communications (collectively "Notices") required or permitted to be given under this Agreement shall be in writing signed by the Party giving such notice. Notice may be made be sent by mail with return signed receipt. Each Party's designated representative, title, mailing address, e-mail address, and telephone number are as set forth in the signature block of this Agreement. Each Party may update the contact information designated for Notices under this Agreement by informing the other Party in writing of such update at any time during the term of this Agreement. A Notice shall be deemed to have been given when delivered in person with a signed receipt.
10. Amendment. This Agreement may not be changed orally, but only by a written document signed by the Party against whom enforcement of such change is sought.
11. Confidential Information. Except as required by Applicable Law or explicitly required or permitted by this Agreement, the Parties shall not, without the prior written consent of the other Party, disclose any confidential information obtained from the other Party to any third parties,

other than (a) to consultants, to employees or to service providers who have agreed to keep such information confidential as contemplated by this agreement and who are reasonably believed to need the information; or (b) to the IRS or any state taxing authority. This obligation shall survive the expiration or termination of this Agreement for a period of [three (3)] years.

12. Severability. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Applicable Law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.
13. Binding Effect; No Third Party Beneficiaries. The terms of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Nothing in this Agreement shall be construed to give any person other than a Party any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
14. Waiver. A Party's failure or delay in enforcing the terms and conditions of this Agreement shall not be interpreted as a waiver thereof. Waiver of any provision of this Agreement shall be effective only if in writing and shall not be interpreted as a waiver of any subsequent breach or failure under the same or any other provision of this Agreement. No conduct, statement, course of conduct, course of dealing, oral expression or other action shall be construed as a waiver.
15. Execution and Effective Date. This Agreement has been executed by the duly authorized representatives of the Parties, effective as of the Effective Date.
16. Section Headings. Section headings in this Agreement are for convenience or reference only, and do not define, limit or fully describe the scope or intent of these provisions.

[Signature Page Follows]

IN WITNESS HEREOF, Customer and Secure Futures have caused this Agreement to be executed by duly authorized representatives as of the Effective Date.

System Owner

_____, LLC

Host Customer

Name: Anthony E. Smith

Title: Manager

Phone No: 540-255-1404

Fax: 815-425-8728

Name: _____

Title: _____

Phone No: _____

Fax: _____

Exhibit A
DEFINITIONS

The following defined terms are used in this Agreement:

“Customer Agreement” is the Master Solar Power Purchase Agreement executed between Customer and Company.

“Project SRECs” means any and all SREC associated with, generated by, or created by the System, now or at any time, during the Term of this Agreement.

“SREC” is a Solar Renewable Energy Certificate, which is issued on a monthly basis, and represents all rights, title and interest in and to the environmental attributes associated with the electricity generated by solar photovoltaic systems in Virginia. One (1) SREC represents the environmental attributes of one megawatt-hour of solar electric generation. Such electricity generation is tracked through monthly meter readings in accordance with applicable PJM-EIS-GATS Operating Rules and other related requirements.

“System” means all the solar system(s) installed, owned, and operated by the Company pursuant to the Customer Agreement(s).

“Customer SRECs” means that portion of the Project SRECs that Secure Futures agrees to transfer to and/or monetize for Customer each year, pursuant to Exhibit B.

“Retired” means retire the SRECs in the Secure Futures PJM GATS account, in the name of the Customer, for environmental benefits.

Exhibit B
CUSTOMER SRECs TRANSFER/MONETIZATION

Unless Customer has provided Secure Futures with at least 24 months written notice directing otherwise, Secure Futures will retire the following quantity of SRECs in the Customer's name for environmental purposes:

Twenty percent (20%) of the Project SRECs generated by the System during the preceding 12 months, where:

1 SREC = 1,000 kWh of electricity (AC) generated by the System, as recorded on the System meter, and as recorded on PJM-GATS account.

Secure Futures will retire the SRECs in the name of the Customer for environmental benefit pursuant to Section 2 of the Agreement.

Exhibit 5

MASTER AND PROJECT POWER PURCHASE AGREEMENT

GENERAL TERMS and CONDITIONS

Table of Contents

ARTICLE I - DEFINITIONS; RULES OF INTERPRETATION	2
ARTICLE II - TERM; FORMATION OF PROJECT AGREEMENTS	4
ARTICLE III - INSTALLATION OF SYSTEM	4
ARTICLE IV - CONNECTION AND DELIVERY POINT	5
ARTICLE V - CONDITIONS PRECEDENT TO SYSTEM OWNER'S OBLIGATIONS	5
ARTICLE VI - ACCESS AND SPACE PROVISIONS	6
ARTICLE VII - CREDITS AND SYSTEM ATTRIBUTES	7
ARTICLE VIII - PURCHASE AND SALE OF OUTPUT	7
ARTICLE IX - PURCHASE PRICE, INVOICING AND PAYMENT	8
ARTICLE X - METERING	8
ARTICLE XI - INTERRUPTION OF SERVICE	9
ARTICLE XII - REPRESENTATIONS	10
ARTICLE XIII - COVENANTS OF THE PARTIES	10
ARTICLE XIV- DEFAULT; LENDER CURE RIGHTS	12
ARTICLE XV- TERMINATION AND PARTIES' RIGHTS	13
ARTICLE XVI - FORCE MAJEURE; CHANGE IN LAW/REGULATION	14
ARTICLE XVII - OPTIONS UPON EXPIRATION	14
ARTICLE XVII - LIABILITY; INDEMNIFICATION	15
ARTICLE XIX - INSURANCE	16
ARTICLE XX - ASSIGNMENT	16
ARTICLE XXI - MISCELLANEOUS	17

ARTICLE I DEFINITIONS; RULES OF INTERPRETATION

Section 1.1 – The following terms shall have the following meanings:

“Agreement” means an executed Project Agreement, which incorporates the terms and conditions of this Master Solar Power Purchase and Sale Agreement, together with all schedules, exhibits and special terms and conditions that are included in a specific Project Agreement.

“Ancillary Services” means any ancillary electrical service available from the System from time to time, whether existing as of the Project Effective Date or thereafter.

“Business Day” means any day other than Saturday, Sunday, or a day on which the Federal Reserve Bank is authorized or required to be closed.

“Capacity” means electrical capacity that is dependent upon the availability and operation of the System, measured in kilowatts.

“Change in Law/Regulation” means that, after the Project Effective Date, an applicable law or regulation (including any requirement of the Host Utility) is amended, modified, nullified, suspended, repealed, found unlawful, or changed or affected in any material respect.

“Installation Period” means the period commencing on the Project Effective Date and continuing to the System Commencement Date.

“Contract Year” means the 12-month period beginning on the System Commencement Date and each anniversary of the System Commencement Date thereafter.

“Default” means any event or circumstance which, with notice or lapse of time or both, would constitute an Event of Default under Article XIV

“Delivery Point” means, for the Electricity, the physical location where the System connects to the Site Electrical System.

“Dispute” has the meaning established in Section 21.1

“Due Date” has the meaning established in Schedule C to a Project Agreement.

“Early Termination Payment” means the (i) higher of (a) the Fair Market Value during Service Term of the System or (b) the payment amount set forth in Schedule E to a Project Agreement corresponding with the date on which such termination occurs.

“Effective Date” means the date that is thirty (30) days after the date first set forth above in this Master Agreement.

“Electricity” means electrical energy.

“Environmental Credits” means any and all mandatory, compliance and voluntary federal, regional, state or local renewable energy or emissions credits (“RECs”), rebates or any other green tag, renewable energy, emissions reduction or other environmental benefit or attribute, whether related to any federal, regional or state renewable portfolio standard or other renewable energy purchase requirement or otherwise, whether existing as of the Project Effective Date or enacted thereafter and whether available to System Owner as producer of Output or available to Host Customer as the purchaser or user of Output, including renewable energy certificates (or comparable credits or certificates) in Virginia; provided, however, that this definition shall not include any Tax Benefits or any environmental liabilities.

“Estimated Output” has the meaning established in Schedule C to a Project Agreement.

“Estimated System Commencement Date” means the date set forth in the Project Agreement.

“Event of Default” has the meaning established in Article XIV

“Fair Market Value During Service Term” means the fair market value of the System determined at certain time periods during the Service Term as provided in this Agreement, as determined by the Parties; provided, that if the Parties are unable to reach agreement as to the fair market value of the System, the fair market value shall be determined by a professional appraiser with experience in the appraisal of assets similar to the System, selected by Host Customer and reasonably agreed to by System Owner. “Fair Market Value During Service Term” shall be determined as the price that a willing buyer would pay for the System in an arm’s-length transaction to a willing seller under no compulsion to sell.

“Fair Market Value After Service Term” means the fair market value of the System at the end of the Service Term, as determined by a professional appraiser with experience in the appraisal of assets similar to the System, selected by Host Customer and reasonably agreed to by System Owner. “Fair Market Value After Service Term” shall be determined as the price that a willing buyer would

pay for the System in an arm's-length transaction to a willing seller under no compulsion to sell.

"Force Majeure Event" means any circumstance not within the reasonable control, directly or indirectly, of the Party affected, but only if and to the extent that (a) such circumstance, despite the exercise of due diligence, cannot be prevented, avoided or removed by such Party, (b) such event is not due to such Party's negligence or intentional misconduct, or the negligence or intentional misconduct of such Party's representatives or contractors, (c) such event is not the result of any failure of such Party to perform any of its obligations under this Agreement, (d) such Party has taken all reasonable precautions, due care, and reasonable alternative measures to avoid the effect of such event and to mitigate the consequences thereof, and (e) such Party has given the other Party prompt notice describing such event, the effect thereof and the actions being taken to comply with this Agreement. Subject to the foregoing conditions, Force Majeure Events may include: strikes or other labor disputes, supply shortages, adverse weather conditions and other acts of nature, subsurface conditions, riot or civil unrest, actions or failures to act of any governmental authority or agency, but shall not include any inability to make any payments that are due hereunder or to any third party or to procure insurance required to be procured hereunder.

"Host Customer" has the meaning established in the Cover Sheet of the Agreement.

"Host Customer Approvals" has the meaning established in Section 5.1.2.

"Host Customer Condition Precedent Termination Date" has the meaning set forth in the Project Agreement.

"Host Utility" means the electric distribution company serving or connected to Host Customer.

"Indemnified Parties" has the meaning established in Section 18.3

"Indemnifying Party" has the meaning established in Section 18.3

"Interest Rate" means 12% per annum (or such lower percentage as and if required by applicable law).

"kWh" means kilowatt hour.

"Late Fee" has the meaning established in Schedule C to a Project Agreement.

"Lender" or "Lenders" means, either in the singular or collectively, as applicable, the banks, commercial entities and/or suppliers for the System offering

payment terms, financial institutions or other institutional investors providing debt or equity financing for the System and any trustee or agent acting on any such Person's behalf.

"Master Agreement" means this Master Solar Power Purchase and Sale Agreement.

"Master Term" has the meaning established in Section 2.1.

"Meter" means the standard instrument(s) and equipment installed at the Site by System Owner as part of the System to be used to measure and record the Output delivered to Host Customer at the Delivery Point.

"NDA" has the meaning established in Section 21.2.

"Net Metering Arrangements" has the meaning established in Section 8.4

"Obstruction Charge" means the amount of lost Annual Service Fees set forth on Schedule C for the period during which a Host Customer-caused obstruction prevents or reduces the System Capacity, which amount shall be calculated as (a) the percentage reduction between the System Capacity before the obstruction and the System Capacity during the obstruction event, times (b) the number of days of the obstruction event divided by 365 days, times (c) the applicable Annual Service Fee for that period. For example, if System Capacity is measured at 110% prior to Obstruction, and at an average System Capacity of 80% during a 20-day obstruction period, and the Annual Service Fee for that year is \$20,000, then the Obstruction Charge shall be 30/110 or 27% reduced System Capacity, times 20/365, times \$20,000, or \$296.

"Output" means, and is limited to, the Electricity produced by the System delivered by System Owner to Host Customer at the Delivery Point (in the aggregate), adjusted to include Output deemed delivered in accordance with Section 8.2.2

"Output Price" has the meaning established in Section 9.1 and set forth in Schedule C to a Project Agreement.

"Party" or "Parties" has the meaning established in the Project Agreement.

"Permitted Encumbrances" has the meaning set forth in the Project Agreement.

"Person" means any natural person, partnership, trust, estate, association, corporation, limited liability company, governmental authority or agency or any other individual or entity.

"Premises" means Host Customer's property, as described in Schedule A to a Project Agreement.

“Project Agreement” means a particular agreement between the System Owner and Host Customer relating to the development of a System and the purchase and sale of the Output from such System, the form of which is set forth in Exhibit 2 hereto.

“Project Effective Date” has the meaning set forth in a Project Agreement.

“Qualified Assignee” means a business organization with at least three (3) years’ experience in the operation and management of commercial solar generating systems.

“RFP” has the meaning established in the Background Section of this Master Agreement.

“Services Fee” has the meaning established in Section 9.1

“Service Term” has the meaning established in the Project Agreement.

“Site” means the area or areas on the Premises on which System Owner will install the System, as described in Schedule A to a Project Agreement.

“Site Electrical System” means Host Customer’s existing electrical systems at the Premises that are owned or leased, operated, maintained and controlled by Host Customer, and which systems are interconnected with the Host Utility.

“Site Lease” means that certain Site Lease Agreement, in substantially the form set forth in Exhibit 3 to this Agreement, pursuant to which the Parties agree that Host Customer will lease a portion of Host Customer’s property located at the Premises.

“System” means all equipment, facilities and materials, including the photovoltaic solar modules, DC/AC inverters, wiring, Meters, tools, and any other property now or hereafter installed, owned, operated, or controlled by System Owner for the purpose of, or incidental or useful to, the delivery of Electricity to Host Customer at the Delivery Point. The System is described more particularly in Schedule B to a Project Agreement. For the avoidance of doubt, the System specifically excludes any part of the Site Electrical System.

“System Capacity” means the measure of the rate at which the System is able to generate electricity, determined by instrumented readings in accordance with Schedule D, instrumented readings in accordance with Schedule D,

“Equipment Performance Testing Protocol,” using data from on-site monitoring equipment and/or instrumented onsite field measurements performed by System Owner or its

representative.

“System Commencement Date” means the date that the System is ready to begin to deliver Output to Host Customer.

“System Owner” means the Secure Futures special purpose subsidiary set forth in a Project Agreement, which entity shall (a) design, install and maintain the System at the location identified in the Project Agreement and (b) sell the electricity generated or provide solar services by such Systems to the Host Customer upon the terms and conditions set forth in the Project Agreement.

“System Owner Condition Precedent Termination Date” means the date set forth in the Project Agreement.

“System Owner Environmental Credits” means, for any Contract Year, all Environmental Credits associated with the Output during the Contract Year.

“Tax Benefits” means all tax deductions, tax credits, tax grants, and other tax benefits available to taxpayers, as well as any replacements or modifications to such tax deductions, credits, grants, or benefits.

“Term” means the Installation Period and the Service Term.

“Termination Value” means the dollar amount for any applicable Contract Year, as set forth on Schedule E to a Project Agreement.

“Utility Rate” means the all-inclusive applicable electric service rate per kilowatt hour charged to Host Customer by the electric utility (which may include the Host Utility, a municipal utility or a cooperative utility) and/or any competitive electricity provider serving Host Customer in the service territory in which Host Customer is located. For the avoidance of doubt, the Utility Rate includes all electricity commodity charges, peak demand charges, fuel charges, distribution and transmission charges, surcharges, taxes and other fees or charges that may be charged or recovered by one or more of the Persons providing such services.

Section 1.2 – Interpretation.

In this Agreement, unless the context requires otherwise, the singular includes the plural and the plural the singular, words importing any gender include the other gender; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; the words “including,” “includes” and

“include” shall be deemed to be followed by the words “without limitation” or “but not limited to” or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits and appendices attached thereto and all subsequent amendments and other modifications to such instruments, and references to Persons include their respective successors and permitted assigns.

ARTICLE II TERM; FORMATION OF PROJECT AGREEMENTS

Section 2.1 – Term

This Master Agreement shall be effective as of the Effective Date and shall continue in effect for a period of twenty-five (25) years thereafter (the “Master Term”). During the Master Term, Host Customer and individual special purpose subsidiaries of Secure Futures may enter into Project Agreements for the development of solar photovoltaic electricity generation facilities in such quantities and under such terms as the parties thereto may agree, consistent with this Master Agreement, the form of the Project Agreement, and the form of Site Lease.

Section 2.2 – Project Agreements.

Each individual System to be designed, installed, operated and maintained for Host Customer will be defined by a Project Agreement in the form of the template attached as Exhibit 1. Each Project Agreement shall be signed by the applicable System Owner and Host Customer and will incorporate by reference all terms and conditions set forth in this Master Agreement, except to the extent specifically revised for a particular Project Agreement. In the event of a conflict between the terms set forth in this Master Agreement and the terms of a Project Agreement, the terms of the Project Agreement shall govern.

Section 2.3 – Separate Contracts.

Each Project Agreement shall constitute a separate contract that will be effective upon execution of the Project Agreement by the Parties thereto. The parties anticipate the possibility of executing multiple Project Agreements for Systems located at various education facilities owned and operated by Host Customer.

Section 2.4 – Service Agreement.

The Parties intend that each Project Agreement be treated as a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code.

ARTICLE III INSTALLATION OF SYSTEM

Section 3.1 – Installation of System.

During the Installation Period, System Owner shall:

Section 3.1.1 – install, construct, service, maintain and test the System consistent with the technical specifications set forth in Schedule B to a Project Agreement, in a good and workmanlike manner and in accordance with all applicable laws and regulations; and
Section 3.1.2 – procure, or shall ensure that its independent contractors have procured, the policies of insurance as set forth herein.

Section 3.2 – Location of System.

Section 3.2.1 – The System shall be situated on the Site.

Section 3.2.2 – Host Customer may request System Owner to relocate the System, and System Owner will not unreasonably deny such request, provided that (a) such relocation does not materially affect System performance and (b) Host Customer reimburses System Owner for all costs and expenses incurred by System Owner in relocating the System (including costs of dismantling, storage, transportation, erection and testing). Host Customer will also pay System Owner for effects of lost System operation during such Host Customer-requested relocation, such amounts to be calculated pursuant to Section 18.2.

Section 3.3 – Installation Contractors.

Section 3.3.1 – System Owner may hire independent contractors to design, build, install, construct, service and test the System. Such independent contractors may use subcontractors for any part or all of the services contracted by System Owner. Any independent contractors (and their subcontractors, which are hereinafter referred to as “second-tier contractors”) engaged by System Owner shall be required to have all licenses and registrations required to perform the services to be performed by such contractor or second-tier contractor.

Section 3.3.2 – System Owner shall provide Host Customer with information regarding (a) the identification of all independent contractors (and the second-tier contractors) to be engaged by System Owner and (b) evidence that such independent contractors have obtained and will maintain insurance as set forth herein. System Owner acknowledges that there may be other installation activities taking place on the Premises and shall coordinate the work of its contractors to minimize interference with other installation activities taking place on the Premises.

Section 3.4 – Schedule.

System Owner will give Host Customer at least ten (10) Business Days’ notice prior to the commencement of installation, together with a proposed installation schedule and any revisions to the Estimated System Commencement Date. System Owner will notify Host Customer of any material changes to the proposed schedule and the Estimated System Commencement Date during the Installation Period. System Owner (or its contractor) will coordinate installation activities with Host Customer to minimize interference with normal operations at the Premises, to the extent reasonably practical and without causing undue delay in the System Commencement Date.

Section 3.5 – Host Customer Obligations.

At all times through the Installation Period, Host Customer shall provide, at no cost to System Owner, (a) such quantities of electricity and water as System Owner and its contractors may reasonably require in the installation and installation of the System at the Premises, and (b) one or more secure storage areas, designated for System Owner’s (and its contractors’) exclusive use for the storage of equipment, facilities and materials to be incorporated into the System, along with any installation and testing equipment and materials to be used in the installation, installation and testing of the System.

Section 3.6 – Installation Period Electricity.

Upon notice from System Owner during the Installation Period, System Owner or its contractors may test the System and deliver all Output resulting from such testing during the Installation Period, and Host Customer shall accept delivery of all Output resulting from such testing during the Installation Period.

Section 3.7 – Refuse; Hazardous Materials.

Section 3.7.1 – System Owner will take reasonable measures to reduce or mitigate noise, dust, the spread of debris and installation materials during installation of the System. System Owner agrees to remove all debris, extra materials, scaffolding, tools, machinery and other installation materials to leave the work site and other work areas clean and ready for use and restored as near as possible to their original condition. System Owner shall use and dispose of any “hazardous materials” (as such term is defined in any applicable federal or state environmental laws), if any, brought to the Site or the Premises in connection with the installation of the System, in accordance with all applicable laws.

Section 3.7.2 – In the event that System Owner (or its contractors) discovers any such hazardous materials existing on the Premises during the installation of the System that System Owner reasonably believes may require removal or remediation, or that otherwise impairs or prevents installation of the System, System Owner shall promptly notify Host Customer in writing, and System Owner shall, in its reasonable discretion, suspend installation of the System until such time as Host Customer has removed the hazardous substance and remediated the Premises to the extent required by applicable law. System Owner shall have no responsibility or liability in respect of hazardous material existing at the Premises (other than any hazardous materials brought to the Premises by or on behalf of System Owner). If System Owner and Host Customer do not agree on a schedule and terms for resumption of installation within thirty (30) days following the discovery of such hazardous materials at the Site, then (a) System Owner shall have the right to terminate this Agreement and (b) to the fullest extent permitted by law, Host Customer shall indemnify System Owner for all liability, damages and reasonable expenses that System Owner may incur as a result of such termination, including costs incurred in the engineering, procurement and construction of the System.

Section 3.8 – Safe Workplace.

During the Installation Period, System Owner (or its contractors) will take all reasonable and customary steps to ensure the safety of workers and visitors at the Premises in accordance with all applicable laws.

Section 3.9 – Liens and Claims.

So long as Host Customer has paid all amounts that may be then due and owing to System Owner hereunder, System Owner shall hold harmless Host Customer from all liens and claims filed or asserted by System Owner's contractors or other third parties claiming under System Owner against Host Customer or the Premises for services performed or material furnished to or by System Owner by such third parties, and from all claims arising out of all such liens. System Owner shall, at no cost to Host Customer, promptly release, discharge or otherwise remove any such lien or claim by bonding, payment or otherwise and shall notify Host Customer of such discharge, release or removal. If System Owner does not, within ten (10) Business Days, cause any such lien or claim to be discharged, released or otherwise removed by payment or bonding or other method approved in advance by Host Customer, Host Customer shall have the right (but not the obligation) to pay all sums necessary to obtain releases and discharges (including the settlement of any lien or claim). In such event, Host Customer shall have the right to deduct all amounts so paid (plus reasonable attorneys' fees) from amounts due System Owner hereunder; alternatively, upon reasonable demand by Host Customer, System Owner shall reimburse Host Customer for such amounts.

Section 3.10 – Lenders.

System Owner shall notify Host Customer of the identity of any Lender or Lenders; provided, however, Host Customer shall maintain the identity of any such Lenders as confidential in accordance with Section 21.2.

ARTICLE IV

CONNECTION AND DELIVERY POINT

Section 4.1 – Delivery Point.

Title to, risk of loss of, and custody and control of, the Output shall pass from System Owner to Host Customer at the Delivery Point.

Section 4.2 – Connection.

System Owner is responsible for the interconnection of the System to the Site Electrical System and is solely responsible for all equipment, maintenance, and repairs associated with such interconnection equipment in accordance with the terms and conditions of this Agreement; provided, that Host Customer shall at all times own and be responsible for the operation and maintenance of the Site

Electrical System at and from the Delivery Point, as provided herein.

ARTICLE V

CONDITIONS PRECEDENT TO SYSTEM OWNER'S OBLIGATIONS

Section 5.1 – Conditions to System Owner's Obligations.

Subject to the terms and conditions of this Agreement, and unless waived by System Owner, System Owner's obligations under this Agreement are conditioned upon the satisfaction of all of the conditions set forth below (other than each Party's obligation to use reasonable efforts to satisfy such conditions). System Owner and Host Customer each agrees to use reasonable efforts to satisfy the applicable conditions precedent.

Section 5.1.1 – System Owner Necessary Governmental Approvals. System Owner shall have filed any applicable applications and certifications and shall have obtained, to the extent that such approvals are obtainable prior to the completion of installation and installation of the System, all approvals, permits, licenses and authorizations necessary (a) for the installation and installation of the System and (b) for the generation, sale and purchase of Output to Host Customer under this Agreement, and all such approvals, permits, licenses and authorizations shall be in force and effect.

Section 5.1.2 – Host Customer Necessary Governmental Approvals. Host Customer shall have filed any applicable applications and certifications in a timely manner for all approvals, permits, licenses and authorizations necessary (a) for the installation and installation of the System, including approvals to Host Customer's campus master plan to accommodate the installation and operation of the System on the Premises, and (b) for the generation, sale and purchase of Output to Host Customer under this Agreement (such approvals, permits, licenses and authorizations, the "Host Customer Approvals").

Section 5.1.3 – Installation Agreement. System Owner shall have entered into an installation agreement with a contractor for the engineering, installation and installation of the System and shall have issued a Notice to Proceed with the engineering, installation and installation of the System. System Owner shall provide Host

Customer with a copy of such Notice to Proceed once it has been issued.

Section 5.1.4 – Lease Agreement. System Owner and Host Customer shall have entered into the Site Lease.

Section 5.1.5 – Diligence. System Owner shall have had the opportunity to complete proper due diligence relating to Host Customer and the Premises, including legal, accounting and technical reviews. Such diligence shall also include visits by System Owner to Host Customer's Premises, meetings between System Owner's management and Host Customer's management, and other measures deemed reasonably necessary by System Owner.

Section 5.1.6 – Financial Information. Host Customer shall have provided financial information reasonably satisfactory to System Owner.

Section 5.1.7 – Placed in Service Date. System Owner determines to its satisfaction that the "placed in service" date of the System will permit the System to qualify for the Tax Benefits.

Section 5.1.8 – No Material Changes. System Owner determines that Host Customer's electricity requirements have remained consistent since the Project Effective Date, and Host Customer shall not have experienced or anticipate any other material changes, including changes in its load profile, that could have a material adverse effect on System Owner or the System.

Section 5.1.9 – Net Metering. Host Customer, with technical support from System Owner, shall have applied in a timely manner for Net Metering Arrangements and filed in a timely manner any applicable applications and certifications for all other approvals that may be required from the Host Utility to perform its obligations under this Agreement.

Section 5.1.10 – Design. System Owner shall have consulted with, and received approval from, Host Customer regarding the structure and layout of the System, which structure and layout shall be in accordance with all applicable local building codes and any applicable building or zoning plan. Such Host Customer approval shall not be unreasonably withheld or delayed.

Section 5.2 – Termination for Failure to Meet System Conditions Precedent.

If any condition precedent provided for in Section 5.1 has not been met or waived by both Parties by System Owner Condition Precedent Termination Date, System Owner may terminate this Agreement upon ten (10) days written notice of such termination to Host Customer. If the conditions set forth in Sections 5.1.1 or 5.1.3 have not been met or waived by both Parties by the Host Customer Condition Precedent Termination Date, Host Customer may terminate this Agreement upon ten (10) days written notice of such termination to System Owner, not later than the Host Customer Condition Precedent Termination Date.

Section 5.3 – Ownership of Approvals.

All permits and approvals obtained pursuant to Section 5.1.1 shall be owned and controlled by System Owner; provided, that to the extent that any such permits or approvals must be obtained or owned by Host Customer, Host Customer agrees that it will grant all material decision-making rights with respect to such permits and approvals to System Owner.

ARTICLE VI

ACCESS AND SPACE PROVISIONS

Section 6.1 – Adequate Space for Installation.

Host Customer shall provide System Owner and its contractors adequate space on the Premises during the Installation Period for System Owner's installation of the System, including reasonable staging and laydown areas. System Owner shall consult with Host Customer in advance of the beginning of the Installation Period about the required laydown areas.

Section 6.2 – Adequate Access for System Owner; Site Lease.

Section 6.2.1 – Pursuant to the terms and conditions of that certain Site Lease being entered into concurrently herewith, the Parties acknowledge and agree that System Owner is leasing the portion of Host Customer's Premises during the Installation Period and Service Term and as otherwise agreed to by the Parties for the sole purposes of installing, operating and maintaining the System and uses ancillary thereto. Subject to the terms of the Site Lease, System Owner will be entitled to the use of certain portions of the Premises as may be necessary or required by System Owner for the temporary storage, laydown and staging of tools, materials and equipment, the parking of

installation crew vehicles and temporary installation trailers and facilities, and rigging reasonably necessary during the furnishing, installation, testing, commissioning and, if necessary during any period of repair or removal, disassembly, decommissioning and removal of the System. System Owner will be entitled to use agreed-upon portions of the Premises to otherwise exercise its rights and meet its obligations hereunder, including interconnection with the Site Electrical System. System Owner shall use reasonable efforts to minimize disruption to Host Customer's operations.

Section 6.2.2 – The terms of the Site Lease will also provide System Owner, together with its employees, representatives, agents and contractors adequate access to the Site, across or through the Premises and any surrounding or adjacent lands or buildings owned, leased or under the control of Host Customer at such locations to be chosen by Host Customer as may be reasonably required for (a) the installation, maintenance, repair and removal of the System; (b) utility lines, pipes and conduits for the transmission of electricity or otherwise serving the System; and (c) as may be otherwise reasonably required by System Owner in connection with the Agreement and the System, passage through which is necessary or convenient, to gain access to the System or the Site.

Section 6.2.3 – As used in this Section 6.2, access rights applicable to System Owner shall include access for System Owner's agents, contractors (including second-tier contractors) and assigns.

Section 6.2.4 – Host Customer represents, warrants and covenants that Host Customer has lawful title to the Premises free and clear of all liens and encumbrances except for such Permitted Encumbrances as set forth in the Project Agreement and that System Owner will have quiet and peaceful use, enjoyment and possession of the rights granted hereunder and under the Site Lease for the Term.

Section 6.2.5 – To the best of its knowledge as of the Project Effective Date, Host Customer is unaware of any Premises conditions or installation requirements that would materially increase the cost of installing the System at the

Site or would materially increase the cost of operating or maintaining the System at the Site over the cost that would be typical or customary for System substantially similar to the System. Host Customer will promptly notify System Owner of any change in the condition of the Premises and/or any change or anticipated change involving adjacent property that could damage, impair or otherwise adversely affect the System.

Section 6.3 – Access by Host Customer to System. Because the System will be located on the Premises, the Parties acknowledge that Host Customer will have access to the Site for maintenance, safety, security, and emergency purposes. Host Customer shall take all reasonable efforts to ensure that the operation of the System is not disrupted and the System is not damaged as a result of actions or inactions of Host Customer, its designee(s) or invitees.

Section 6.4 – Prevention of Unauthorized Access. Prior to the System Commencement Date, Host Customer shall take best practices to prevent unauthorized access to and trespass on the System and to prevent harm or damage to the System.

Section 6.5 – Data Acquisition System. Host Customer shall make available to System Owner during the Installation Period (as necessary) and the Service Term internet access at the Premises necessary for System Owner's equipment to continuously monitor the System performance, including a data acquisition system to monitor and meter System performance.

Section 6.6 – Host Customer Roof Maintenance. If at any time repair or replacement of any part of the roof at the Premises requires that the System be shut down, disconnected, moved or removed, Host Customer shall notify System Owner not less than twenty (20) Business Days prior to the commencement of such work, unless emergency conditions make such notice impossible or impracticable. System Owner will arrange for the shutdown, disconnection, or removal and storage of the System (or affected portion of the System) as applicable, at Host Customer's expense. Upon completion of the repair or replacement, Host Customer shall notify System Owner, and, at Host Customer's expense, System Owner shall reinstall, connect and start up the System at the Site as soon as

practicable. In the event and to the extent that during the period of such repair or replacement, the System is unable to deliver Output to Host Customer, Host Customer shall be obligated to make payment to System Owner in accordance with Section 18.2.

ARTICLE VII

CREDITS AND SYSTEM ATTRIBUTES

Section 7.1 – System Attributes.

Except as may be provided in the Special Terms and Conditions hereto, System Owner shall at all times during the Term of this Agreement own and retain exclusive rights to any and all Capacity, Ancillary Services, Tax Benefits, Environmental Credits and all other products or economic benefits of the System.

Section 7.2 – Environmental Documentation.

Host Customer shall complete any and all documentation required by any mandatory, governmental or voluntary program elected at System Owner's sole discretion from time to time governing the existence or trading of Environmental Credits to register, validate and verify the Environmental Credits and ownership of same by System Owner, including but not limited to providing System Owner with a signed letter, as shown in Schedule G to a Project Agreement, attesting to System Owner's ownership of the Environmental Credits.

ARTICLE VIII

PURCHASE AND SALE OF OUTPUT

Section 8.1 – System Commencement Date.

Section 8.1.1 – System Owner will give Host Customer not less than ten (10) Business Days prior notice to the System Commencement Date, such notice to be delivered following the satisfaction of the conditions specified in Section 5.1.

Section 8.1.2 – System Owner shall deliver Output to the Delivery Point on, as of, and from the System Commencement Date.

Section 8.2 – Sale and Delivery of Output.

Section 8.2.1 – System Owner will deliver and sell all of the Output at the Delivery Point, and Host Customer will accept delivery of and purchase all of the Output at the Delivery Point, beginning on the System Commencement Date until the end of the Service Term.

Section 8.2.2 – In the event that at any time the Output (or the Capacity of the System) exceeds Host Customer's demand for Electricity or Host Customer is otherwise unable to accept Output (other than due to a Force Majeure Event or due to the fault of System Owner), Host Customer shall be deemed to have accepted the Output at the Delivery Point as provided in Section 8.4 or in Section 18.2, as applicable.

Section 8.3 – System to Reduce Other Electric Purchases.

The Parties intend that the Output will reduce Host Customer's purchase of electricity from other sources, including from the Host Utility, and acknowledge that the System is not expected to meet the entirety of Host Customer's demand for electricity. Host Customer agrees that it shall consume the Output as a primary supply to meet its electricity demand. To the extent that at any time the Output is insufficient to meet all of Host Customer's electricity demand, Host Customer will be responsible for purchasing electricity from other sources.

Section 8.4 – Sale Only to Host Customer; Net Metering.

Section 8.4.1 – In no event shall System Owner sell, or be deemed to have sold, Output to any Person other than Host Customer.

Section 8.4.2 - The Parties recognize and acknowledge that, from time to time, (a) the Output (or the Capacity of the System to deliver Electricity) may exceed Host Customer's demand for Electricity or (b) Host Customer will otherwise be unable to consume Output delivered to the Delivery Point. Host Customer shall nonetheless accept and take title to the Output at the Delivery Point in accordance with Section 4.1, and Host Customer shall make and maintain arrangements to deliver and sell to the Host Utility at the interconnection point between the Site Electrical System and the Host Utility any Output that exceeds Host Customer's demand for or ability to consume Electricity during the Service Term (such arrangements referred to as "Net Metering Arrangements"); provided, that, if Host Customer fails to enter into, maintain or otherwise comply with such Net Metering Arrangements, and as a result of such failure, System Owner cannot deliver Output to Host Customer, then (x) such Output shall be deemed delivered for all purposes

hereunder and (y) Host Customer shall be deemed to have purchased the Electricity that the System produced, or was capable of producing, and that would otherwise have been delivered to Host Customer as Output in accordance with the provisions set forth in Section 18.2.

Section 8.5 – Taxes.

Section 8.5.1 – System Owner is responsible for local, state and federal income taxes attributable to System Owner for income received under this Agreement.

Section 8.5.2 – System Owner is responsible for the payment of any personal property taxes on the System or any real property taxes attributable to the System. Host Customer and System Owner shall use commercially reasonable efforts to obtain a waiver of any local personal or real property taxes that may be assessed on the System, and if any personal or real property taxes are assessed on the System, Host Customer shall promptly reimburse System Owner for any such personal or real property taxes.

ARTICLE IX

ANNUAL FEES, INVOICING AND PAYMENT

Section 9.1 – Annual Fees.

The price for Output Fee or Service Fee shall be as set forth in Schedule C to a Project Agreement.

Section 9.2 – Invoices; Payment.

Section 9.2.1 – System Owner or Equipment Owner shall submit invoices for payments to Host Customer in the form and in accordance with the procedures set forth in Schedule C to a Project Agreement.

Section 9.2.2 – Host Customer shall pay System Owner or Equipment Owner in accordance with the procedures set forth in Schedule C to a Project Agreement.

**ARTICLE X
METERING**

Section 10.1 – Installation of Meter.

System Owner or Equipment Owner shall install a Meter at each of the Delivery Point to measure the amount of Output delivered by System Owner to Host Customer.

Section 10.2 – Ownership, Operation and Maintenance of Meters.

System Owner or Equipment Owner will own, operate and maintain each Meter during the Service Term at its own expense.

Section 10.3 – Meter Reading.

System Owner or Equipment Owner shall read each Meter at the end of each calendar month, and shall record the Output delivered to Host Customer. The Meter shall be used as the basis for calculating the amounts to be invoiced pursuant to Section 9.2 under this Agreement. The records from each Meter shall be made available to Host Customer upon written request.

Section 10.4 – Alternative Measures in Event of Non-Operability.

If a Meter is out of service or registers inaccurately, then the measurement of such Meter shall be determined by the following alternatives, in the following order: (a) any alternative or back-up meter that System Owner may have installed, if registering accurately; (b) a mathematical calculation, if upon a calibration test of such Meter a percentage error is ascertainable; or (c) estimates of deliveries of Output by reference to quantities measured during periods of similar conditions when such Meter was registering accurately.

Section 10.5 – Calibration.

Section 10.5.1 – System Owner or Equipment Owner shall provide calibration testing of each Meter prior to its installation and at least annually thereafter to ensure the accuracy of the Meter. Host Customer may request that System Owner perform more frequent testing; any such testing in excess of the annual tests shall be at Host Customer's expense if such tests indicate that the Meter is accurate within plus or minus two tenths of one percent (.2%). Host Customer shall be entitled to witness such tests and shall be provided with such test results.

Section 10.5.2 – If, upon testing, any Meter is found to be accurate or in error by not more than plus or minus two tenths of one percent (.2%), then previous recordings of such Meter shall be considered accurate in computing deliveries of Output hereunder, but such Meter shall be promptly adjusted to record correctly.

Section 10.5.3 – If, upon testing, any Meter shall be found to be inaccurate by an amount exceeding plus or minus two tenths of one percent (.2%), then such Meter shall be promptly repaired or adjusted to record properly and any previous recordings by such Meter shall be

corrected to zero error. If no reliable information exists as to the period over which such Meter registered inaccurately, it shall be assumed for purposes of correcting previously delivered invoices that such inaccuracy began at a point in time midway between the testing date and the next previous date on which such Meter was tested and found to be accurate.

Section 10.5.4 – If upon testing, any Meter is found to be in error by an amount exceeding plus or minus two tenths of one percent (.2%), then the payments for Output made since the previous test of such Meter shall be adjusted to reflect the corrected measurements. If the difference in the previously invoiced amounts minus the adjusted payment is a positive number, that difference will offset amounts owing by Host Customer to System Owner in subsequent month(s). If the difference is a negative number, the difference shall be added to the next month's invoice and paid by Host Customer to System Owner on the Due Date of such invoice.

ARTICLE XI

INTERRUPTION OF SERVICE

Section 11.1 – Interruptions Are Expected.

Section 11.1.1 – Host Customer acknowledges and understands that the System consists of intermittent generation facilities, and will not provide Host Customer with an uninterrupted supply of Electricity. The Parties acknowledge that System Owner shall be provided with a warranty from the solar panel manufacturer as to the performance of such panels and such warranty (a) is set forth herein in Schedule H to a Project Agreement, and (b) shall be assigned by System Owner to Host Customer in the event of a transfer of the System to Host Customer in accordance with Section 17.2. **THIS AGREEMENT PROVIDES NO WARRANTY OR GUARANTEE TO HOST CUSTOMER WITH RESPECT TO THE SUPPLY OF ELECTRICITY.**

Section 11.1.2 – System Owner shall not be liable for any damages caused by or resulting from any interruption in Electricity during the Term, nor shall System Owner be responsible for Host Customer's cost of alternative supplies of Electricity during any interruption. If delivery of Electricity from the System is

interrupted other than as a result of the negligent acts or omissions of Host Customer or as otherwise provided herein, System Owner will undertake commercially reasonable efforts to restore delivery of Output in a timely manner.

Section 11.2 – Obstructions.

Section 11.2.1 – Host Customer shall not install or permit to be installed on the Premises (or any other property leased, owned or controlled by Host Customer) any physical obstruction that has or could reasonably be expected by System Owner to have the effect of materially reducing Output. In the event that any such obstruction is nonetheless installed or erected and such obstruction has the effect of decreasing the generation of Output from the System, the Parties agree as follows:

- (a) System Owner shall promptly provide notice to Host Customer of such obstruction and the physical location of such obstruction;
- (b) For any period in which a Host Customer-caused obstruction has occurred, Host Customer shall, within thirty (30) days of Host Customer's receipt of an invoice setting forth the Obstruction Charge, pay to System Owner the Obstruction Charge applicable to such period; and
- (c) In the event that Host Customer fails to pay the Obstruction Charge as set forth in Section 11.2(b), such failure shall be a Host Customer Failure to Pay pursuant to Section 14.1.2, and System Owner shall have such rights and remedies available to it hereunder as a result of such failure to pay.

Section 11.2.2 – In the event that any obstruction that could reasonably be expected to reduce the Output is proposed to be erected or installed on property other than the Premises, Host Customer shall promptly deliver to System Owner copies of any notice relating thereto received by Host Customer and System Owner shall have the right to intervene or to direct Host Customer to intervene (at System Owner's expense) in any proceeding or otherwise contest the installation or erection of any such obstruction.

Section 11.3 – System Owner's Interruption of Output.

Section 11.3.1 – Notwithstanding anything to the contrary herein, System Owner shall have the right to interrupt, reduce or discontinue the delivery of Output for purposes of inspection,

maintenance, repair, replacement, installation, installation, removal or alteration of the equipment used for the production or delivery of Output, or at the direction of authorized governmental authorities or electric utilities. Other than in the event of unexpected interruptions or in the event of an emergency, System Owner shall give Host Customer notice at least five (5) Business Days prior to an interruption of Output deliveries and an estimate of the expected duration of the interruption.

Section 11.3.2 – System Owner shall not be required to supply Output to Host Customer at any time System Owner reasonably believes the Site Electrical System to be unsafe, but in no event will System Owner have any responsibility to inspect or approve the Site Electrical System.

Section 11.4 – Cost to Restore Service Following Interruption.

System Owner shall bear any costs associated with restoring service following any interruption of the supply of Electricity from the System as a result of System Owner's operation or maintenance of the System or other actions or inactions of System Owner. Host Customer shall bear the costs associated with the restoration of the delivery of Output if an interruption of such supply of Electricity is caused by the actions or inactions of Host Customer or the condition of the Site Electrical System.

ARTICLE XII REPRESENTATIONS

Section 12.1 – Host Customer Representations. Host Customer makes the following representations and warranties to System Owner:

Section 12.1.1 – Due Authorization. Host Customer is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

Section 12.1.2 – No Consent Required. Host Customer has all the rights required to enter into this Agreement and has obtained and shall maintain all Host Customer Approvals and Host Customer has no reason to believe that it cannot obtain or maintain the Host Customer Approvals or any other approvals, permits, licenses and authorizations that may be necessary in the future as and when needed.

Section 12.1.3 – No Conflict. This Agreement is enforceable against Host Customer in accordance with its terms and, to the best of Host Customer's knowledge, does not conflict with or violate the terms of any other agreement to which Host Customer is a party, including, if applicable, any agreement pursuant to which Host Customer leases, occupies, or has financed the Premises or the Site.

Section 12.1.4 – Host Customer Data. Host Customer has furnished to System Owner accurate and complete information pertaining to, the Premises, including but not limited to the following:

- (a) Any service or maintenance agreement(s) regarding the Site Electrical System, or any part thereof;
- (b) Installation drawings ("as-builts") for the Premises in existence as of the Project Effective Date; and
- (c) Such other additional data as System Owner may reasonably require.

Section 12.1.5 – Accuracy of Information. The information provided pursuant to this Agreement as of the Project Effective Date is true and accurate in all material respects.

Section 12.1.6 – Ownership and Control over Premises. Host Customer owns title to the Premises, free and clear of any mortgage, deed of trust, or similar encumbrance.

Section 12.1.7 – No Heating of Swimming Pool. Host Customer does not intend to use and shall not use the Output for the heating of a swimming pool.

Section 12.2 – System Owner Representations. System Owner makes the following representations and warranties to Host Customer:

Section 12.2.1 – Due Authorization. System Owner is duly authorized and has the power to enter into this Agreement and perform its obligations hereunder.

Section 12.2.2 – No Conflict. This Agreement is enforceable according to its terms and does not conflict with or violate the terms of any other agreement to which System Owner is a party.

Section 12.2.3 – Accuracy of Information. The information provided pursuant to this Agreement as of the Project Effective Date is true and accurate in all material respects.

Section 12.2.4 – Ability to Perform. System Owner has no knowledge of any facts or

circumstances that, but for the passage of time, would materially adversely affect System Owner's ability to perform its obligations hereunder.

ARTICLE XIII COVENANTS OF THE PARTIES

Section 13.1 – Repair and Maintenance.

Section 13.1.1 – System Owner shall use commercially reasonable efforts to maintain the System in good working order, ordinary wear and tear excepted, and shall operate the System in accordance with all applicable laws, regulations and ordinances. System Owner shall promptly repair any damage to the Premises or Site (which shall not include normal wear and tear) caused by System Owner.

Section 13.1.2 – Host Customer shall be solely responsible for the repair, maintenance and replacement of the Premises, including the Site; provided, if such repair, maintenance or replacement is caused by the negligence or intentional misconduct of System Owner, then System Owner shall be responsible for such costs to the extent of its negligence or intentional misconduct. Host Customer and System Owner shall coordinate such activities so as to minimize disruption to the System.

Section 13.2 – Contractors.

Section 13.2.1 – Without limiting System Owner's liability or obligations under this Agreement, System Owner may engage independent contractors to operate and maintain the System. Such independent contractors may use second-tier contractors for any part or all of the services contracted by System Owner. System Owner shall require any such contractors to have all licenses and registrations required for such service providers, and any such contractors shall maintain insurance as set forth herein. System Owner will require that its independent contractors require any second-tier contractors to be adequately insured.

Section 13.2.2 – System Owner shall provide Host Customer with information regarding (a) the identification of all independent contractors (and the second-tier contractors) to be engaged by System Owner to operate and maintain the System and (b) evidence that such independent contractors have obtained and will maintain insurance as required pursuant to Section 19.1.2.

Section 13.3 – Ownership of System by System Owner.

Section 13.3.1 – Host Customer and System Owner (a) intend that the System shall at all times be the personal property of System Owner (or its lessor) severable from the Site and the Premises and is not and shall not be at any time a fixture and (b) shall each take such actions as are reasonably requested by the other Party to ensure that the System constitutes the personal property of System Owner (or its lessor) and shall not be at any time a fixture.

Section 13.3.2 – If any person attempts to claim ownership of or other rights to the System by asserting any claim against or through Host Customer, and such claim is attributable to any act or omission of Host Customer and not attributable to any act or omission of the System Owner, then Host Customer, to the fullest extent permitted by law, agrees to protect and defend System Owner's (or its lessor's) title to the System, at Host Customer's expense. Host Customer will give System Owner immediate notice if any legal process or lien is asserted or made against the System or against Host Customer where the System may be subject to any lien, attachment or seizure by any Person.

Section 13.4 – Host Customer Interconnection; Compliance.

Section 13.4.1 – Prior to the Installation Period, Host Customer shall obtain, and shall thereafter maintain, all permits, approvals, and other authorizations that may be required by any governmental agency or authority or by the Host Utility in connection with the interconnection of the System to the Site Electrical System, the purchase of the Output, the flow of Electricity from the System to the interconnected Host Utility's system to the extent such Electricity is not consumed by Host Customer, including the Net Metering Arrangements. System Owner shall provide Host Customer with reasonable assistance in, and shall bear all reasonable expenses associated with, obtaining such permits, approvals and other authorizations.

Section 13.4.2 – At all times during the Service Term, Host Customer shall comply with and maintain in effect all such permits, approvals, and authorizations described in Section 13.4.1 and shall maintain Net Metering Arrangements and such other authorizations necessary for the

flow of Electricity from the System to the interconnected Host Utility's system to the extent such Electricity is not consumed by Host Customer.

Section 13.4.3 – Host Customer shall be responsible for maintaining and fulfilling all obligations to the Host Utility and any other electric service provider, including with respect to interconnection service, power supply service, and Net Metering Arrangements, and meeting all requirements imposed by the Host Utility, other electric service provider and any federal, state or local government agencies with respect to such services and to the purchase of the Output.

Section 13.4.4 – Host Customer shall perform all normal maintenance and upgrades to the Site Electrical System to maintain the Site Electrical System in good working order, and such other maintenance and upgrades as may be required by the Host Utility or applicable laws, regulations, ordinances and codes.

Section 13.5 – Host Customer Data.

Upon request by System Owner, Host Customer shall furnish, or cause others to furnish to System Owner, accurate and complete data concerning energy usage for and other information pertaining to the Site, the Premises and Host Customer, including the following:

Section 13.5.1 – Invoices from the Host Utility or other electric service provider throughout the Term and up to the first thirty-six (36) months prior to the Term;

Section 13.5.2 – Any energy or environmental audits performed during and/or up to thirty-six (36) months prior to the Term relating to all or any part of the Premises, and any modifications to the Site resulting therefrom;

Section 13.5.3 – Any service or maintenance agreement(s) entered into during the Term regarding the Site Electrical System, or any part thereof;

Section 13.5.4 – Installation drawings (“as-builts”) of the Premises as of the Project Effective Date and as modified during the Term, including any repairs or replacement of the roof; and

Section 13.5.5 – Annual financial statements of Host Customer, including a balance sheet and income statement or similar documents, within ninety (90) days of the end of each fiscal year of Host Customer.

Section 13.6 – Notice of Malfunction; Non-Interference.

Section 13.6.1 – Host Customer shall notify System Owner immediately upon Host Customer's knowledge of (a) any material malfunction of or damage to the System and (b) any interruption or alteration of the energy supply to the Premises.

Section 13.6.2 – Host Customer may not adjust, modify, maintain, alter, service or in any way interfere with the System, except as authorized in writing by System Owner or in the event of an emergency where there is an imminent threat to life or property; provided that Host Customer shall give System Owner (or its contractor) immediate notice in such event.

Section 13.7 – Cooperation Regarding Approvals.

The Parties shall work together cooperatively to assist one another in procuring and maintaining all necessary approvals and consents described in this Agreement or such other cooperation as is required to effect the purposes of this Agreement.

Section 13.8 – Use of Premises.

Except as otherwise provided in this Agreement, in the event that Host Customer makes a modification of the Premises or change in the use of the Premises that has the effect of decreasing the ability of the System to generate Output, the Parties shall attempt in good faith to amend this Agreement so as to restore System Owner the economic benefits of this Agreement prior to such modification or change. If the Parties are unable to reach agreement on an amendment within ten (10) Business Days of the date Host Customer notifies System Owner of such change or modification, then the Parties agree as follows:

(a) Host Customer shall bear all of System Owner's direct damages, costs and expenses associated with making System Owner whole with respect to the reduction in Output generated by the System, including the reduction in amounts due by Host Customer for Output and reduction in System Owner Environmental Credits directly caused by the reduction in Output; and

(b) In the event that Host Customer does not promptly pay for the damages, costs and expenses described in Section 13.8(a), such failure shall constitute a material failure by Host Customer to perform its obligations under Section 14.1.4 and System Owner shall have

such rights and remedies available to it hereunder as a result of such material failure.

Section 13.9 – Status of Premises and Site.

Section 13.9.1 – In the event that any or all of the Premises is or becomes subject during the Term to a lease, security interest, lien, mortgage, deed of trust or similar encumbrance, Host Customer shall make reasonable efforts to ensure that the lessor or the holder of such security interest, lien, mortgage, deed of trust or similar encumbrance shall enter into an agreement with System Owner or provide an estoppel reasonably acceptable to System Owner and the Lenders acknowledging and recognizing System Owner's rights under this Agreement and acknowledging that the System is the personal property of System Owner severable from the Site and is not and will not be a fixture. System Owner's financing arrangements of the System shall not result in an encumbrance on the Premises.

Section 13.9.2 – Host Customer shall from time to time grant to System Owner easements, leases, licenses, consents and approvals and other rights System Owner deems necessary or desirable for the installation and installation of the System, production and delivery of Output to the Delivery Point, and the operation and maintenance of the System Status of Premises and Site.

Section 13.10 – Acknowledgment.

System Owner and Host Customer shall complete and submit to the Lenders, if required by such Lenders, a Commitment and/or Guarantee document in a form reasonably acceptable to such Lenders, Host Customer and System Owner.

ARTICLE XIV

DEFAULT; LENDER CURE RIGHTS

Section 14.1 – Events of Default.

The occurrence of any of the following events shall be an "Event of Default" under this Agreement.

Section 14.1.1 – System Failure to Perform.

System Owner's failure to provide any Output for a period greater than ninety (90) consecutive days; provided, that non-performance of the System for the duration of a Force Majeure Event, for interruptions of availability of the System expressly permitted by this Agreement (other than interruptions by System Owner pursuant to Section 11.3.1), or for any period

during which Host Customer is in default hereunder or otherwise cannot accept delivery of Output shall not constitute a period in which System Owner failed to provide any Output and shall not constitute an Event of Default.

Section 14.1.2 – Host Customer Failure to Pay.

Host Customer's failure to pay an invoice following the Due Date, and such failure continues for a period of five (5) Business Days after System Owner provides written notice of such nonpayment to Host Customer.

Section 14.1.3 – Material Misrepresentation as of Project Effective Date. If the representations and warranties and other statements made by a Party to a Project Agreement misrepresent a material fact as of the Project Effective Date, and such misrepresentation has a material adverse effect and such effect is not cured within fifteen (15) days from the earlier of (a) notice from the non-breaching Party and (b) the discovery or determination by the breaching Party of the misrepresentation; provided, that if the breaching Party commences an action to cure such misrepresentation within such fifteen (15)-day period, and thereafter proceeds with all due diligence to cure such failure, the cure period shall extend for an additional fifteen (15) days.

Section 14.1.4 – Failure to Meet Material Obligations. If a Party fails to perform fully any material provision of this Agreement other than as explicitly set forth in this Article XIV and either (a) such failure continues for a period of fifteen (15) days after written notice of such nonperformance or (b) if the nonperforming Party commences an action to cure such failure to perform within such fifteen (15)-day period, and thereafter proceeds with all due diligence to cure such failure, and such failure is not cured within fifteen (15) days after the expiration of the initial fifteen (15)-day period.

Section 14.1.5 – Bankruptcy. If a Party (i) becomes insolvent or generally unable to pay its debts as they become due; (ii) applies for, consents to, or acquiesces in the appointment of a trustee, receiver, sequestrator or other custodian for it or any of its property, or makes a general assignment for the benefit of its creditors; (iii) in the absence of any such application, consent or acquiescence, permits or suffers to exist the appointment of a trustee, receiver, sequestrator or other custodian for it or

a substantial portion of its property, and such trustee, receiver, sequestrator or other custodial, shall not be discharged within sixty (60) days; (iv) permits or suffers to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of it, and, if any such case or proceeding shall be consented to or acquiesced in by it or shall result in the entry of an order for relief or shall remain for sixty (60) days without such being dismissed; or (v) takes any formal action authorizing or in furtherance of any of the foregoing.

Section 14.2 – Lender Cure Rights Upon System Owner Default.

Section 14.2.1 – Rights Upon Event of Default. Notwithstanding any contrary term of the Agreement, upon the occurrence of an Event of Default as to System Owner:

- (a) The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of System Owner, any and all rights and remedies of System Owner under this Agreement in accordance with the terms of this Agreement. Lender shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the System.
- (b) The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of System Owner thereunder or cause to be cured any default of System Owner thereunder in the time and manner provided by the terms of this Agreement. Lender will not be required, but will have the option, to cure any default of System Owner under this Agreement or (unless the Lender has succeeded to System Owner's interests under this Agreement, in which case Lender shall assume all System Owner rights and obligations hereunder) to perform any act, duty or obligation of System Owner under this Agreement; provided, however, upon the occurrence of an Event of Default as to System Owner, Host Customer shall have the right to purchase the System for the Early Termination Payment in lieu of

the Lender effecting a cure of the subject System Owner Event of Default.

(c) Upon Lender's exercise of remedies pursuant to any security interest in the System, including any sale of the System to, and only to, Host Customer, by the Lender, or any conveyance from System Owner to the Lender (or any Qualified Assignee of the Lender) in lieu of Lender's exercise of its remedies, the Lender will give notice to Host Customer of the transferee or assignee of this Agreement. Any such exercise of remedies (or conveyance) shall not of itself constitute an Event of Default under this Agreement as to Lender.

(d) In the event of any rejection or other termination of this Agreement under the United States Bankruptcy Code, at the request of the Lender made within ninety (90) days of such termination or rejection, Host Customer will enter into a new agreement with the Lender or its Qualified Assignee having substantially the same terms and conditions as this Agreement.

Section 14.2.2 – Right to Cure.

(a) Host Customer shall not exercise any right to terminate or suspend this Agreement unless it has given the Lender prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to Host Customer's right to terminate this Agreement, and the Lender shall not have cured (or caused to be cured) the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or any longer period provided in this Agreement; provided that if such System Owner Event of Default reasonably cannot be cured by the Lender within such period and the Lender commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If the Lender or its Qualified Assignee, pursuant to an exercise of remedies by the Lender, shall acquire title to or control of

System Owner's assets and shall, within the time periods described in Section 14.2.2(a), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third Person, then the Lender or its Qualified Assignee shall be deemed to be no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

ARTICLE XV

TERMINATION AND PARTIES' RIGHTS

Section 15.1 – Termination for Default.

Section 15.1.1 – Right to Terminate. Upon the occurrence and during the continuation of any Event of Default hereunder, and subject to Section 14.1.1, the non-defaulting Party shall have the option, but not the obligation, to terminate this Agreement.

Section 15.1.2 – Host Customer Event of Default.

- (a) If there has occurred a Host Customer Event of Default, (i) System Owner shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Host Customer, and promptly following such termination, shall remove the System from the Premises, (ii) Host Customer shall pay to System Owner the Termination Value and such other damages as System Owner may suffer as a result of such Host Customer Event of Default, (iii) Host Customer shall pay to System Owner any and all applicable taxes pursuant to Section 17.4 and (iv) Host Customer shall pay to System Owner such other amounts due and payable to System Owner hereunder as of the termination date.
- (b) At all times following an Event of Default by Host Customer until the termination of this Agreement as provided in this Section 15.1, System Owner shall have the right, but not the obligation, to deliver the Output to Host Customer, and Host Customer shall be obligated to purchase and pay for such Output in accordance with this Agreement.
- (c) For ninety (90) days following an Event of Default by Host Customer, System Owner will make commercially reasonable efforts to enter into another power purchase agreement

to sell the Output produced by the System, without removal of the System from the Site, to another customer on the same or better terms as this Agreement. If the System Owner enters into such new power purchase agreement, then (i) Host Customer agrees that it shall not terminate, and shall continue to perform its obligations under, the Site Lease for the remainder of the term of the Site Lease, and (ii) subject to the payments to be made by Host Customer to System Owner pursuant to this Section 15.1.2(c), the Early Termination Payment otherwise due to System Owner pursuant to this Section 15.1 shall be waived.

Section 15.1.3 – System Owner Event of Default. If there has occurred a System Owner Event of Default, then Host Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to System Owner. Following such termination, System Owner shall remove the System from the Site within ninety (90) days after such termination, and shall, within a reasonable period of time thereafter, make or have made any repairs to the Site to the extent necessary to repair any adverse impact such removal causes to the Site; provided, if System Owner fails to make sure repairs with a reasonable period of time, then Host Customer may make such repairs and System Owner will reimburse Host Customer for the actual costs incurred in making such repairs.

Section 15.1.4 – Reservation of Rights. Neither termination nor the exercise of any other rights or remedies pursuant to this Section 15.1 shall eliminate the non-defaulting Party's right to pursue any other remedy given under this Agreement now or hereafter existing at law, in equity or otherwise.

Section 15.2 – Early Purchase Option.

On the seventh (7th) anniversary of the System Commencement Date, Host Customer may purchase the System upon at least three hundred sixty-five (365) days written notice prior to such anniversary date, provided that Host Customer pays to System Owner at the time of delivery of the notice of termination, the Early Termination Payment.

Section 15.3 – Substitute Solar Power Purchase and Sale Agreement.

In the event that Host Customer terminates this Agreement during the Term because it will no longer

occupy the Premises, Host Customer shall use commercially reasonable efforts to facilitate discussions between System Owner and a successor occupant of the Premises regarding the sale of Output to such new occupant. In the event that System Owner enters into an agreement with such new occupant for the sale of Output on terms at least as favorable to System Owner as this Agreement, then any applicable termination payment that would otherwise be due under Section 15.2 shall be waived.

ARTICLE XVI FORCE MAJEURE; CHANGE IN LAW/REGULATION

Section 16.1 – Force Majeure.

Section 16.1.1 – Neither System Owner nor Host Customer shall be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event.

Section 16.1.2 – If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure Event, then such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party affected by a Force Majeure Event shall use commercially reasonable efforts to remove or repair the cause of the Force Majeure Event and shall resume performance of its obligations as soon as reasonably practicable.

Section 16.2 – System Owner Termination for Force Majeure.

System Owner shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Host Customer if any Force Majeure Event affecting Host Customer has been in existence for a period of ninety (90) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such thirty (30)-day notice period. Host Customer shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to System Owner if any Force Majeure Event affecting System Owner has been in existence for a period of ninety (90) consecutive days or longer, unless such Force Majeure Event ceases prior to the expiration of such thirty (30)-day period.

Section 16.3 – Change in Law/Regulation.

Section 16.3.1 – In the event there is a Change in Law/Regulation that (a) imposes taxes on the ownership or operation of the System, (b) requires modifications to the System in excess of \$5,000, or (c) materially impacts the cost of operating and maintaining the System, then the Parties shall negotiate in good faith for a period of thirty (30) days in an attempt to amend this Agreement to address the Change in Law/Regulation.

Section 16.3.2 – If the Parties are unable to negotiate a mutually acceptable amendment to this Agreement within such 30-day negotiation period, then Host Customer shall have the option to purchase the System for the applicable Early Termination Payment, and upon such purchase this Agreement shall terminate. In the event Host Customer does not exercise its purchase option within thirty (30) days of the expiration of the negotiation period, then System Owner may, at its sole discretion, elect to terminate this Agreement and remove the System in accordance with Section 17.3

ARTICLE XVII OPTIONS UPON EXPIRATION

Section 17.1 – Purchase Option.

Section 17.1.1 – Provided that Host Customer has fulfilled all obligations to System Owner under this Agreement, at the expiration of the Service Term, Host Customer shall have the option to purchase the System by notifying System Owner in writing at least three hundred sixty-five (365) days prior to the end of the Service Term that Host Customer intends to exercise its option under this Section 17.1.

Section 17.1.2 – If Host Customer exercises its option under this Section 17.1, Host Customer shall pay System Owner an amount equal to the Fair Market Value of the System as of the date of purchase.

Section 17.1.3 – Upon Host Customer's payment for the System, System Owner shall furnish the System, including all components thereof and operation manuals, in the condition at the time of determination of the Fair Market Value, subject to normal wear and tear.

Section 17.2 – Transfer to Host Customer.

Upon any transfer of ownership of the System to Host Customer, System Owner shall have no further obligation with respect to the performance,

installation, or operation of any part or component of the System and shall transfer the System on an "as-is, where-is" basis; provided, however, System Owner agrees to pass through and to transfer to Host Customer any applicable manufacturers' warranties provided on the System, to the extent that such warranties are transferable. In addition, upon such transfer of ownership, Host Customer shall accept the assignment of all of System Owner's rights and obligations pursuant to any purchase and sale agreement for the System's Environmental Credits and any agreement for the operation and maintenance of the System, as may be existing at the time of such transfer.

Section 17.3 – Non-Election; Removal.

If Host Customer does not exercise its option to purchase the System pursuant to Section 17.1, at the end of the Service Term, System Owner shall remove any or all of the System from Host Customer's property and the Premises at System Owner's expense within one hundred twenty (120) days of the expiration of the Term. To the extent that System Owner removes any or all of the System, Host Customer shall make or have made any repairs to the Site or the Premises; provided, however, System Owner shall reimburse Host Customer for any costs associated with repairs that were caused by System Owner's removal of the System.

Section 17.4 – Taxes.

Host Customer is responsible for payment of all local, state and federal taxes, including sales taxes, applicable to the purchase of the System by Host Customer during the Service Term pursuant to Sections 14.2(b), 15.1.2, and 15.2, whether incurred by Host Customer or System Owner. System Owner agrees to provide Host Customer with an estimate of all taxes attributable to System Owner as a result of such sale of the System to Host Customer no later than twenty (20) days prior to the payment of an Early Termination Payment. Host Customer shall pay any such tax payment to System Owner at the time of payment of an Early Termination Payment. To the extent that the amount of taxes actually paid by System Owner as a result of such sale is less than such estimate, System Owner shall reimburse Host Customer for any difference and, to the extent that the amount of taxes actually paid by System Owner as a result of such sale is greater than such estimate, Host Customer shall reimburse System Owner for such difference.

ARTICLE XVIII

LIABILITY; INDEMNIFICATION

Section 18.1 – Liability and Responsibility.

Section 18.1.1 – Host Customer. Host Customer agrees to pay System Owner for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the System, to the extent resulting from the action or inaction of Host Customer or any of its contractors, agents, employees, students, subsidiaries, affiliates or invitees, or the failure of Host Customer to reasonably protect the System from trespass or other unauthorized access as provided herein; provided, however, if any such event results in a casualty to the System, then such event shall constitute a material failure by Host Customer to perform its obligations pursuant to Section 14.1.4, and System Owner shall have such rights and remedies available to it hereunder as a result of such material failure, excepting losses sustained by the System as a result of normal wear and tear of the Premises.

Section 18.1.2 – System Owner. System Owner agrees to pay Host Customer for the reasonable costs and expenses relating to any repairs to, direct or indirect harm to, or loss of the Premises or Host Customer's personal property or fixtures on the Premises, to the extent resulting from the action or inaction of System Owner or any of its contractors, agents, employees, subsidiaries, affiliates or invitees or the negligence or intentional misconduct of System Owner or any of its contractors, second-tier contractors (or anyone working through or under such second-tier contractors), agents, employees, partners, owners, subsidiaries or affiliates.

Section 18.2 – Disruption in Delivery.

At any time during the Service Term, if the System is capable of generating and delivering Output to Host Customer, but Host Customer does not or cannot accept delivery of such Output, then Host Customer agrees to pay System Owner the sum of the product of (i) the number of kWh of Electricity not delivered or accepted, determined on the basis of the Output estimates provided in Schedule C to a Project Agreement, multiplied by (ii) the then applicable Output Price.

Section 18.3 – Mutual General Indemnity

To the maximum extent permitted by law, each Party hereto (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and the

directors, officers, shareholders, partners, agents and employees of such other Party, and the affiliates of the same (collectively, the "Indemnified Parties"), from and against all loss, damage, expense and liability in connection with this Agreement (including court costs and reasonable attorney's fees) resulting from injury to or death of persons, and damage to or loss of real or personal property, to the extent caused by or arising out of the negligent acts or omissions of the Indemnifying Party or its failure to comply with any material provisions of this Agreement.

Section 18.4 – Defense of Claims.

To the fullest extent that indemnification is permitted by law, an Indemnifying Party shall have the right to defend an Indemnified Party by counsel (including insurance counsel) of the Indemnifying Party's selection reasonably satisfactory to the Indemnified Party, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions.- No Indemnified Party shall take any action relating to such claims or actions within the indemnification obligations hereof without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and no Indemnifying Party shall settle any such claims without the Indemnified Party's prior written consent, unless the settlement includes a full and unconditional release of claims against the Indemnified Party..

Section 18.5 – Disclaimer of Warranties.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER (INCLUDING ANY SERVICES, GOODS, MATERIALS OR OTHER ITEMS SUPPLIED HEREUNDER), INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE.

Section 18.6 – Consequential Damages and Limitation of Liability. ·

Section 18.6.1 – Except as expressly provided for herein (e.g., liability for liquidated damages), neither Party will be liable to the other Party for special, indirect or consequential damages arising out of the performance or non-

performance of this Agreement, whether caused by negligence, tort, strict liability, breach of contract, or breach of warranty, including damages in the nature of lost profits or revenues, loss of use of facilities or equipment or inability to perform contracts with third parties (other than for any damages incurred under such contracts), other than for damages resulting from the claims of Persons not a party to this Agreement.

Section 18.6.2 – System Owner's liability to Host Customer hereunder for any claims or damages ("Claims") that are covered by the proceeds of System Owner's insurance programs, shall be limited to the actual insurance proceeds that are paid to or on behalf of System Owner.

Section 18.6.3 – Except for damages or fees expressly provided for in this Agreement neither Party's liability to the other under this Agreement for any Claims that are not covered by either Party's proceeds insurance programs, shall be limited to \$10,000 in the aggregate, except that there shall be no limit on Claims resulting from gross negligence

**ARTICLE XIX
INSURANCE**

Section 19.1 – System Owner's Insurance.

System Owner shall maintain insurance as provided below:

Section 19.1.1 – During the Installation Period, System Owner shall maintain, (or will cause its independent contractors to maintain), with a company or companies licensed or qualified to do business in the Commonwealth of Virginia and rated A- or above by A.M. Best, the following insurance coverage: (a) workers' compensation, to the extent and as required by the Commonwealth of Virginia; and (b) comprehensive general liability insurance in an amount not less than \$1,000,000 dollars. Such insurance will name the Host Customer as an additional insured as its interest may appear.

Section 19.1.2 – Following the System Commencement Date. Beginning on and after the System Commencement Date and continuing through the expiration of the Term, System Owner will maintain (or will cause its independent contractors to maintain), with a company or companies licensed or qualified to do business in the Commonwealth of Virginia and rated A- or above by A.M. Best,

comprehensive general liability insurance in a., amount not less than \$1,000,000 dollars. Such insurance will name the Host Customer as an additional insured as its interest may appear.

Section 19.2 – Host Customer's Insurance.

Beginning on and after the System Commencement Date and continuing through the expiration of the Term, Host Customer will maintain property insurance on the Premises and, the System, in an amount not less than the replacement value. Such insurance will name Secure Futures, LLC and the System Owner as a loss payee and an additional insured as its interest may appear. System Owner shall be responsible to reimburse Host Customer for: (a) the costs of any rider to add the System to Purchaser's property insurance policy; and (b) the first \$1,500 of any deductible paid by Host Customer relating to an insured loss involving the System.

Section 19.3 – Evidence of Insurance.

Each Party (and a Party's contractors) will maintain the certificate(s) of insurance evidencing the insurance coverages provided in Sections 19.1 and 19.2, and shall provide such certificates to the other Party upon request. Such certificate(s) shall contain provisions that (a) coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the other Party, and (b) each respective insurer shall waive all rights of subrogation against the other Party.

**ARTICLE XX
ASSIGNMENT**

Section 20.1 – Assignment by Host Customer.

Host Customer shall not assign this Agreement without the consent of System Owner, such consent not to be unreasonably withheld or delayed.

Section 20.2 – Assignment by System Owner.

Section 20.2.1 – System Owner may, with the consent of Host Customer (which consent shall not be unreasonably withheld), assign its interest in, and be released from its obligations under, this Agreement to an assignee, as long as the assignee shall expressly assume this Agreement and agree to be bound by the terms and conditions hereof.

Section 20.2.2 – System Owner may, without the consent of Host Customer, (a) transfer or assign all or substantially all of its rights and obligations hereunder to an affiliated Person or

successor in interest to all or substantially all of System Owner's business or assets or (b) collaterally assign to Lenders, in connection with a financing of the System, all or any part of System Owner's rights or obligations hereunder. Host Customer agrees to provide acknowledgements, consents, or certifications reasonably requested by Lenders in conjunction with such financing.

**ARTICLE XXI
MISCELLANEOUS**

Section 21.1 – Disputes.

Section 21.1.1 – Procedure.

(a) If the representatives of the Parties designated in Section 21.3 are unable to resolve a dispute, controversy or claim arising out of or relating to this Agreement or any breach, termination or invalidity hereof (a "Dispute") within ten (10) days after one Party's receipt of notice of such Dispute from the other Party, then each Party shall immediately designate a senior executive with authority to resolve the Dispute.

(b) If the senior executives do not agree upon a resolution of the Dispute within twenty (20) days of the referral to them, then the Parties shall submit the Dispute to non-binding mediation, which mediation shall be completed within thirty (30) days of submission. The Mediator shall be as mutually agreed by both Parties or by the McCammon Group.

(c) If the Dispute is not resolved pursuant to the measures set forth above, then either Party shall have the right to pursue any and all remedies available under this Agreement, at law or in equity in a court of competent jurisdiction. Nothing in this Section 21.1.1 shall prevent the Parties from seeking relief from a court of competent jurisdiction.

Section 21.1.2 – Termination During Dispute.

Notwithstanding the requirements of this Section 21.1, either Party may terminate this Agreement as provided in this Agreement or pursuant to an action at law or in equity. The issue of whether such a termination is proper shall not be considered a Dispute. Neither the giving of notice of Dispute nor the pendency of any

dispute resolution process shall extend any notice or cure period described in this Agreement or any period within which a Party must act as described in this Agreement.

Section 21.1.3 – Performance During Dispute. Subject to the rights of the Parties to terminate this Agreement as set forth in this Agreement, each Party shall continue to perform its obligations under this Agreement during the pendency of any Dispute. Either Party may seek preliminary and permanent injunctive relief, including specific performance or other interim or permanent relief, if the Dispute involves (a) threatened or actual breach by the other Party of its confidentiality obligations under this Agreement or (b) risk to the safety or security of persons or property, if in such Party's judgment such relief is necessary to prevent injury or damage. Despite any such action by either Party, the Parties shall continue to proceed in good faith to resolve the Dispute.

Section 21.2 – Confidential Information.

This Agreement, the terms hereof, and any proprietary and non-public information disclosed by one Party to the other Party hereunder shall be subject to the confidentiality obligations, as if fully set forth herein, of the Mutual Non-Disclosure Agreement between Secure Futures and Host Customer, dated _____ (the "NDA"). Such confidentiality obligations shall continue for so long as this Agreement remains in effect, without regard to any termination provisions set forth in the NDA.

Section 21.3 – Notices.

Any written notice, direction, instruction, request or other communication required or permitted under this Agreement shall be deemed to have been duly given on the date of receipt, and shall be delivered (a) personally to the Party to whom notice is to be given, (b) by electronic mail to the Party to whom notice is to be given (receipt acknowledgment), (c) by a recognized overnight delivery service to the Party to whom notice is to be given, or (d) to the Party to whom notice is to be given, by first class registered or certified mail, return receipt requested, postage prepaid (with additional notice by regular mail), and addressed to the addressee at the address stated opposite its name below, or at the most recent address specified by written notice given to the other Party in the manner provided in this Section 21.3. Each Party shall provide notices to the other Party as specified in the Project Agreement.

Section 21.4 – Governing Law; Jurisdiction; Waiver of Jury Trial.

Section 21.4.1 – This Agreement is made and shall be interpreted and enforced in accordance with the laws of the jurisdiction of the Commonwealth of Virginia. The Parties hereby consent and submit to the personal jurisdiction of the state and federal courts located in the Commonwealth of Virginia.

Section 21.4.2 – EACH OF SYSTEM OWNER AND HOST CUSTOMER HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS TRANSACTION. SYSTEM OWNER AND HOST CUSTOMER ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 21.5 – No Set Off.

Except as otherwise provided in this Agreement or its Exhibits and Schedules, neither Host Customer nor System Owner shall have any right to set off any payment obligation under this Agreement against any obligations due to System Owner or Host Customer, as applicable, under any provision of this Agreement.

Section 21.6 – Amendments.

No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

Section 21.7 – Cooperation in Financing.

Host Customer shall cooperate with System Owner in obtaining financing and/or credit terms for the System and shall consent in writing to the collateral assignment of this Agreement and provide other acknowledgments and certifications in respect of this Agreement as may be reasonably requested by any Lender. Each Party agrees to provide acknowledgements, consents, or certifications reasonably requested by System Owner's Lenders in conjunction with such financing and agrees and acknowledges that any such Lenders shall have the right to enforce all provisions herein as an intended third-party beneficiary.

Section 21.8 – Further Assurances.

Each Party shall use its reasonable efforts to implement the provisions of this Agreement, and for such purpose each, at the request of the other, will, without further consideration, promptly execute and deliver or cause to be executed and delivered to the other such assignments, consents or other instruments in addition to those required by this Agreement, in form and substance satisfactory to the other, as the other may reasonably deem necessary or desirable to implement any provision of this Agreement or to arrange financing for the System.

Section 21.9 – Severability.

If and for so long as any provision of this Agreement shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other provision of this Agreement except only so far as shall be necessary to give effect to the installation of such invalidity, and any such invalid provision shall be deemed severed from this Agreement without affecting the validity of the balance of this Agreement.

Section 21.10 – Counterpart Execution.

The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one and the same instrument; and, thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

Section 21.11 – Neutral Interpretation.

The Parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be

interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

Section 21.12 – Headings.

The headings in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

Section 21.13 – No Waiver.

No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

Section 21.14 – Survival.

Any provisions necessary to give effect to the intent of the Parties hereunder after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including Section 21.1, Section 21.4 and Article XVIII.

Section 21.15 – Marketing.

The Parties agree and acknowledge that each Party may promote the installation and use of the System by any means; provided, that neither Party shall identify the other by name (or in the case of Host Customer, by location) without the consent of the other Party and the approval by such other Party of all written materials identifying such other Party to the extent such materials identify, describe, or otherwise reference such Party.

Section 21.16 – No Confidentiality Regarding Tax Structure or Treatment.

Notwithstanding anything to the contrary set forth herein or in any other agreement to which the Parties are parties or by which they are bound, the obligations of confidentiality contained herein and therein, as they relate to the transaction, shall not apply to the U.S. federal tax structure or U.S. federal tax treatment of the transaction, and each Party (and any employee, representative, or agent of any Party hereto) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax structure and U.S. federal tax treatment

of the transaction. The preceding sentence is intended to cause the transaction not to be treated as having been offered under conditions of confidentiality for purposes of Section 1.6011-4(b)(3) (or any successor provision) of the Treasury Regulations promulgated under Section 6011 of the Code and shall be construed in a manner consistent with such purpose. In addition, each Party acknowledges that it has no proprietary or exclusive rights to the tax structure of the transaction or any tax matter or tax idea related to the transaction.

Section 21.17 – Master Agreement and Project Agreement Subject To Funding.

This Master Agreement and each Project Agreement, and Host Customer's obligations thereunder, are subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies to the same extent and on a pari passu basis as Host Customer's obligations to other utility service providers, including without limitation, telephone, water, sewer, gas, and/or electric service providers.

In the event that Host Customer is unable to meet its obligations to its utility service providers, including the Host Utility (as defined herein), because of non-appropriation of funding from federal, state, and/or local governments and/or agencies, Host Customer shall provide Secure Futures and System Owner with notice of such non-appropriation within seven (7) days of its occurrence. Host Customer shall thereafter only be authorized to terminate this Master Agreement and any affected Project Agreement due to such non-appropriation occurrence if the Host Customer is also required to terminate all outstanding contracts, service agreements or tariff service arrangements with the Host Utility supplying electric service to the [Premises]. In the event of such termination, Host Customer shall provide Secure Futures and the System Owner the same terms, cure periods and notifications of termination as Host Customer is required, or otherwise elects, to provide to the Host Utility. Secure Futures and System Owner further agree to comply with any applicable requirements of any grants and/or agreements providing such funding under the same terms and conditions as may be required for the Host Utility.

Section 21.18 – Entire Agreement.

This Master Agreement, including all attachments hereto (all of which are incorporated by reference herein), constitutes the entire agreement between the

Parties relating to the subject matter hereof and supersedes and replaces any provisions on the same subject contained in any other agreement among the Parties, whether written or oral, prior to the Effective Date.