
SOLAR POWER AND SERVICES AGREEMENT

between

Greenskies Clean Energy LLC

and

Town of Andover Board of Education

Dated as of [Click or tap to enter a date.](#)[Click or tap to enter a date.](#)

SOLAR POWER AND SERVICES AGREEMENT

This Solar Power and Services Agreement is made and entered into as of Click or tap to enter a date. (the “Effective Date”), between **Greenskies Clean Energy LLC**, a Delaware limited liability company (“Provider”), and the **Town of Andover Board of Education**, a Connecticut Municipality (“Host”; and, together with Provider, each, a “Party” and together, the “Parties”).

WITNESSETH:

WHEREAS, Host owns the Property (defined herein);

WHEREAS, Host desires that Provider install and operate a solar photovoltaic electric generation system at the Property for the purpose of providing Solar Services (as hereafter defined) to Host, and Provider is willing to undertake to do the same on the terms and subject to the conditions set forth herein; and

WHEREAS, Provider desires to sell, and Host desires to purchase, such Solar Services at the Property, pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. DEFINITIONS.

1.1 Definitions. In addition to other terms specifically defined elsewhere in this Agreement, where capitalized, the following words and phrases shall be defined as follows:

“Access License” shall mean a royalty-free license for the duration of this Agreement, granted to the Provider, its successors and permitted assigns, and its agents and contractors pursuant to, and as further described, in Section 7.2(g).

“Actual Monthly Production” means the amount of Energy generated by the System and delivered to the Delivery Point as recorded by Provider’s metering equipment during each calendar month of the Term, pursuant to Section 4.3.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, “control” and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise. “Control” may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

“Affiliate Assignee” has the meaning set forth in Section 14.2(a).

“Agreement” means this Solar Power and Services Agreement, including the Schedules, the Appendix and Exhibits attached hereto and incorporated herein by reference.

“Applicable Law” means, with respect to any Person, any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, guideline, Governmental Approval, consent or requirement of any Governmental Authority having jurisdiction over such Person or its property, enforceable at law or in equity, including the interpretation and administration thereof by such Governmental Authority.

“Applicable Standard” means the Green-e Energy National Standard, which is the voluntary certification and verification program for renewable energy administered by the non-profit Center for Resource Solutions

“Assignment” has the meaning set forth in Article 14.

“Business Day” means any day other than Saturday, Sunday or any other day on which banking institutions in Connecticut are required or authorized by Applicable Law to be closed for business.

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Law ; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Provider’s obligations hereunder and which has a material adverse effect on the cost to Provider of performing such obligations.

“Commercial Operation Date” has the meaning set forth in Section 3.3(b).

“Completion Notice” has the meaning set forth in Section 3.3(a).

“Confidential Information” has the meaning set forth in Section 16.1.

“Connecticut Solar Renewable Energy Credits” or “ZREC” shall mean solar REC’s, as that term is defined in §§ 107, 108 and 110 of Public Act 11-80, An Act Concerning the Establishment of the Department of Energy and Environmental Protection and Planning for Connecticut’s Energy Future.

“Contract Price” has the meaning set forth in Section 6.1.

“Delivery Point” has the meaning set forth in Section 5.1(a).

“Dispute” has the meaning set forth in Section 12.1.

“Early Termination Date” has the meaning set forth in Section 2.1.

“Early Termination Fee” means the fee payable by Host to Provider under the circumstances described in Section 2.2 or Section 11.2(b).

“Effective Date” has the meaning set forth in the preamble hereof.

“Energy” means electric energy measured in kilowatt hours (kWh) generated by the System in accordance with the specifications set forth in the System Description.

“Environmental Attributes” has the meaning set forth in Section 5.2(b).

“Environmental Laws” mean any Applicable Law (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act) in effect relating to the remediation, generation, production, installation, use, storage, treatment, transportation, release, threatened release, or disposal of Hazardous Materials, or noise control, or the protection of human health, safety, natural resources, or the environment.

“Estimated Annual Production” means the estimate of the amount of Energy generated by the System and delivered to the Delivery Point as recorded by Provider’s metering equipment during each Contract Year during the Term pursuant to Section 4.3 as set forth in Schedule 6 attached hereto.

“Estimated Insolation” means the estimated insolation for the applicable measuring period calculated as the sum of estimated monthly insolation levels in the plane of array in units of kWh/m² for the System configuration based on historical data. Estimated Insolation shall be determined by Provider using industry-accepted modeling tools.

“Expiration Date” has the meaning set forth in Section 2.1.

“Fair Market Value” means, with respect to any tangible asset or service, the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction. Fair Market Value of the System will be determined pursuant to Section 2.3.

“Fitch” means Fitch Ratings, Ltd.

“Force Majeure Event” has the meaning set forth in Section 10.1.

“Governmental Approval” means any approval, consent, franchise, permit, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority.

“Governmental Authority” means any federal, state, regional, county, town, city, or municipal government, whether domestic or foreign, or any department, agency, bureau, or other administrative, regulatory or judicial body of any such government.

“Green-e Certified” refers to an environmental commodity or product that has been certified by the Green-e Governance Board, acting through the Center for Resource Solutions, as mitigating climate change and helping to build a sustainable energy future.

“Hazardous Material” means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic (to human health or the environment) or a pollutant or a contaminant under or pursuant to any Applicable Law, including any constituents, admixture or solution thereof, and specifically including petroleum and all derivatives and constituents thereof or synthetic substitutes therefor or additives thereto and asbestos or asbestos-containing materials.

“Host” has the meaning set forth in the preamble hereof.

“Host Conditions Precedent” has the meaning set forth in Section 2.6.

“Host Default” has the meaning set forth in Section 11.2(a).

“Host Indemnified Parties” has the meaning set forth in Section 17.1.

“Host Permits” has the meaning set forth in Section 7.1(b).

“Host’s Interconnection Obligation” shall mean those obligations under the Interconnection Agreement that Host has reviewed and agreed to in advance of the commencement of System installation and which the Local Electric Utility requires the Host to perform, to the extent such obligations cannot be performed by Provider as agent for Host.

“Host’s Property Usage” has the meaning set forth in Section 7.2(g).

“Indemnified Party” has the meaning set forth in Section 17.3(a).

“Indemnifying Party” has the meaning set forth in Section 17.3(a).

“Indemnified Persons” means the Host Indemnified Parties or the Provider Indemnified Parties, as the context requires.

“Initial Term” has the meaning set forth in Section 2.1.

“Installation Work” means the construction and installation of the System and the start-up, testing and acceptance (but not the operation and maintenance) thereof, all performed by or for Provider at the Property.

“Interconnection Agreement” means any standard interconnection agreement to be entered into by and among Provider, Host and the Local Electric Utility, and any other written agreement regarding the interconnection, operation or maintenance of the System entered into among the Local Electric Utility, Provider and/or Host.

“Interconnection Agreement Payments” has the meaning set forth in Section 4.4.

“Invoice Date” has the meaning set forth in Section 6.2.

“kWh Rate” means the amount Host will pay to Provider, expressed in terms of dollars per kWh (\$/kWh), for Solar Services delivered under this Agreement, where the specific value for each applicable year is presented in Schedule 3 of the Appendix.

“Lender” means either (i) any Person who has or will make a loan to Provider to finance all or part of the System costs or (ii) any Person to whom Provider has sold or conveyed the System, as applicable and leased back the System under a sale/leaseback arrangement or (iii) any Person to whom Provider has otherwise sold or conveyed the System (or equity ownership interest therein) where such Person acquires the tax credits or other benefits of such System and Provider retains or receives back a leasehold or other interest in the System such that Provider has the rights and authority to perform its obligations as Provider hereunder, including a “partnership-flip” tax-equity transaction.

“Liens” has the meaning set forth in Section 7.1(g).

“Local Electric Utility” means the local electric distribution owner and operator providing electric distribution and interconnection services to Host at the Property.

“Loss” means all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs and expenses (including all attorneys’ fees and other costs and expenses incurred in defending any such claims or other matters or in asserting or enforcing any indemnity obligation).

“Minimum Credit Rating” means, with respect to a party, such party’s senior unsecured debt is rated “BBB+” or better by S&P, “BBB+” or better by Fitch, or “Baa1” or better by Moody’s.

“Monitoring Equipment” has the meaning set forth in Schedule 2 of the Appendix.

“Moody’s” means Moody’s Investor Services, Inc.

“Notice of Claim” has the meaning set forth in Section 17.3(a).

“Option Price” has the meaning set forth in Section 2.2.

“Party” or “Parties” has the meaning set forth in the preamble hereof.

“Person” means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

“Property” means the property described in Schedule 1 of the Appendix.

“Provider” has the meaning set forth in the preamble hereof.

“Provider Conditions Precedent” has the meaning set forth in Section 2.5.

“Provider Default” has the meaning set forth in Section 11.1(a).

“Provider Indemnified Parties” has the meaning set forth in Section 17.2.

“Prudent Industry Practices” means the practices, methods and acts engaged in or approved by a significant portion of the solar energy industry that at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the

time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, reliability, safety, environmental protection, economy and expedition.

“Purchase Date” means the six (6), ten (10) and fifteen (15) year anniversary of the Commercial Operation Date, and the last day of the Term or the Renewal Term, regardless of whether such last day is the Early Termination Date or Expiration Date.

“Purchase Option” has the meaning set forth in Section 2.2.

“Qualified Assignee” has the meaning set forth in Section 14.3(b)(v).

“Qualified Purchaser” has the meaning set forth in Section 14.2(b)(i).

“REC” means a Renewable Energy Credit representing the Environmental Attributes associated with one (1) Megawatt hour (“MWh”) of electric generation from a renewable energy source that qualifies under the Applicable Standard.

“Renewal Rate” means, as of the beginning of any Renewal Term, the Fair Market Value for the provision of Solar Services at the Property during such Renewal Term, as agreed between the Parties prior to the beginning of such Renewal Term. Except as provided in Section 2.1, the Renewal Rate shall be the kWh Rate with applicable escalation, as continuing from the final year of the expiring Term. Upon the establishment of any new kWh Rate, Schedule 3 to the Appendix shall be amended to reflect such new kWh Rate.

“Renewal Term” has the meaning set forth in Section 2.1.

“Replacement Agreement” has the meaning set forth in Section 14.2(a).

“Representative” has the meaning set forth in Section 16.1.

“S&P” means the Standard & Poor’s Rating Services.

“Security” has the meaning set forth in Section 14.2(b)(i).

“Solar Insolation” or “Insolation” means the amount of solar energy, measured in kWh per square meter, falling on a particular geographic location, as published by the National Renewable Energy Laboratory.

“Solar Services” means the [supply of onsite Energy output from the System at the Delivery Point together with other] services, benefits and entitlements associated with the operation of the System.

“Solar Services Payment” has the meaning set forth in Section 6.1.

“Stated Rate” means a rate per annum equal to the lesser of (a) the interest rate at which depository institutions trade federal funds with each other overnight (the “Federal Funds Rate”) and (b) the maximum rate allowed by Applicable Law.

“System” is the photovoltaic solar power generation system owned and/or operated by the Provider and installed at the Property as described in Schedule 2 of the Appendix. System also includes the integrated assembly of photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wiring devices and wiring interconnected with the Local Electric Utility.

“System Description” has the meaning set forth in Schedule 2 of the Appendix.

“System Installation Period” means the period from (and including) the date that Provider (or its subcontractors) commences physical installation of the System on the Property and ending on (but excluding) the Commercial Operation Date.

“System Operations” means the operation, maintenance and repair of the System performed by or for Provider during the Term, as well as all back office services necessary for Provider to support the System and process bills and payments.

“System Permits” has the meaning set forth in Section 7.1(b).

“System Site” of the System has the meaning set forth in Schedule 2 of the Appendix.

“Taxes” has the meaning set forth in Section 9.1.

“Tax Attributes” has the meaning set forth in Section 5.2(c).

“Term” has the meaning set forth in Section 2.1.

“UNFCCC” has the meaning set forth in Section 5.2(b).

“Utility Meter” means the electricity meter provided by the Local Electric Utility and associated with the Interconnection Agreement.

“Work” means the Installation Work, the System Operation, the Solar Services and Provider’s other obligations under this Agreement.

1.2 Interpretation. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. The words “include”, “includes”, and “including” mean include, includes, and including “without limitation” and “without limitation by specification.” The words “hereof”, “herein”, and “hereunder” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. Except as the context otherwise indicates, all references to “Schedules”, “Appendix or Appendices”, “Exhibits”, “Articles” and “Sections” refer to Schedules, Appendix or Appendices, Exhibits, Articles and Sections of this Agreement.

1.3 Exhibits, Schedules and Appendices. The tables below list and describe each Exhibit, Schedule and Appendix to this Agreement.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Acknowledgement and Confirmation
Exhibit B\B-1	Owner Acknowledgement
Exhibit C	Form of Invoice
Exhibit D	Form of Consent

<u>Appendix</u>	<u>Description</u>
Appendix: Schedule 1	Description of the Property
Appendix: Schedule 2	Description of the System
Appendix: Schedule 3	Solar Services Payment
Appendix: Schedule 4	Early Termination and Purchase Option
Appendix: Schedule 5	Emergency Contact Information
Appendix: Schedule 6	Monthly Benchmark Production Percentages

2. TERM AND TERMINATION.

2.1 Term. The initial term of this Agreement shall commence on the Commercial Operation Date and shall continue for a period of twenty (20) years thereafter (the “Initial Term”), unless and until terminated earlier pursuant to the provisions of this Agreement. After the Initial Term, the Host shall have the option to renew this Agreement for [one (1)] five (5) - year term (“Renewal Term”) by providing written notice of renewal to the Provider at least thirty (30) days prior to the expiration of the Initial Term. Provider shall provide Host with written notice of the option to renew at least 60 days, but no earlier than 120 days, prior to the Expiration Date. Within five (5) days of receipt of a renewal notice from Host, Provider may initiate, by written notice to Host, a negotiation of the Renewal Rate. The Initial Term and Renewal Term, if applicable, are referred to collectively as the “Term.” The date on which this Agreement terminates by reason of expiration of the Term is hereafter referred to as the “Expiration Date.” Any other date on which this Agreement terminates in accordance with the terms hereof is hereafter referred to as the “Early Termination Date.” Should the Parties be unable to reach agreement on a Renewal Rate prior to the commencement of the proposed Renewal Term, then this Agreement shall expire at the end of the Initial Term.

2.2 Purchase Option.

(a) On any Purchase Date, so long as a Host Default shall not have occurred and be continuing, Host may purchase the System (the “Purchase Option”) for a purchase price (the “Option Price”) equal to the greater of (a) the Fair Market Value of the System as of the Purchase Date, as determined pursuant to Section 2.3, and (b) the Early Termination Fee (Option Price) as of the Purchase Date as specified in Schedule 4, Column 2 of the Appendix. To exercise its Purchase

Option, Host shall, not less than sixty (60) days prior to the proposed Purchase Date, provide written notice to Provider of Host's intent to exercise the Purchase Option on such Purchase Date. Upon receipt of Host's notice, Provider and Host shall promptly determine the Fair Market Value of the System, as provided in Section 2.3 below. Once the Fair Market Value has been established, Provider shall promptly notify Host of the resulting Option Price. Host shall then have a period of ten (10) Calendar Days after notification to confirm or retract its decision in writing to exercise the Purchase Option. In the event Host confirms its exercise of the Purchase Option in writing to Provider, (i) the Parties will promptly execute all documents necessary to (A) cause title to the System to pass to Host, free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person as of the Purchase Date, and (B) assign all warranties for the System to Host, and (ii) Host will pay the Option Price to Provider within ten (10) Business days of delivery of said notice, such payment to be made in accordance with any previous written instructions delivered to Host for payments under this Agreement. Upon execution of the documents and payment of the Option Price and Host's receipt of title to the System, in each case as described in the preceding sentence, this Agreement shall terminate automatically subject to Section 19.6. In the event Host retracts its exercise of, or does not timely confirm the Purchase Option, the provisions of this Agreement shall remain applicable to the next Purchase Date (if any).

2.3 Determination of Fair Market Value. The Fair Market Value of a System shall be determined by the mutual agreement of Host and Provider; provided, however, if Host and Provider cannot mutually agree to a Fair Market Value within ten (10) days, then the Parties shall mutually select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry. Such appraiser determine Fair Market Value and shall set forth such good faith determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally.

2.4 Removal of System at Expiration or Termination. Subject to Host's exercise of its Purchase Option under Section 2.2, upon the Expiration Date of this Agreement according to its terms or Early Termination Date, Provider shall remove all of its tangible property comprising the System from the Property, on a mutually convenient date as soon as possible, but in no case later than one hundred twenty (120) days after the Expiration Date or Early Termination Date, as the case may be. Any such removal shall be done in a manner that does not materially disrupt or interfere with Host's business operations on the Property. The Property shall be returned by Provider substantially to its original condition, except for System mounting pads or other support structures, and subject to ordinary wear and tear. In no case shall Provider's removal of the System affect the integrity of Host's Property. Provider shall pay all costs for the removal of the System pursuant to this Section 2.4. For purposes of Provider's removal of the System, Host's covenants pursuant to Section 7.2 shall remain in effect until the date of actual removal of the System. If Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Host shall have the right, at its option, and upon prior written notice, to remove the System to a public warehouse and restore the Property substantially to its original condition (other than System mounting pads or other support structures and subject to ordinary wear and tear) all at Provider's cost. The Provider shall be responsible for all damage to the Property relating to the removal of the System.

2.5 Provider's Conditions of this Agreement Prior to Installation. The following are conditions of this Agreement that, if not met prior to commencement of the Installation Work on the System, will, at Provider's election, permit Provider to terminate this Agreement pursuant to Section 2.7 ("Provider Conditions Precedent"):

(a) [The structural integrity of the roof, as is, is sufficient to accommodate a System]; *Delete and replace with "Intentionally Omitted" if not rooftop*

(b) Provider determines there is a suitable electrical interconnection point of sufficient capacity to accommodate a System as designed located within reasonable proximity of the planned location of a System as described in Schedule 1 of the Appendix;

(c) For any underground placement of electrical cable or conduit, there are no rocks or other obstructions that would prevent ordinary trenching equipment to be used for the installation of underground electrical cable from providing a trench of sufficient depth to comply with National Electrical Code (the consumer safety benchmark for electrical design, installation, and inspection);

(d) There exist at the time that installation commences no other known site conditions, equipment costs, market conditions or construction requirements that would materially increase the cost of Installation Work or would adversely affect the electricity production from the System as designed;

(e) There is no material adverse change in the Applicable Law generally, after the Effective Date that would adversely affect the economics of the installation for Provider and/or its Lender(s);

(f) All necessary zoning, land use and building permits, System Permits, approvals, and consents in connection with System installation and operation have been obtained on terms reasonably satisfactory to Provider;

(g) There is no material adverse change that affects the creditworthiness of Host (or any guarantor guaranteeing the performance of guarantor);

(h) Execution of all necessary agreements for interconnection to the applicable electric distribution system;

(i) Such other Provider Conditions Precedent as may be set forth in Schedule 2 of the Appendix as additional Provider Conditions Precedent for the System; and

(j) No Change in Law has occurred that makes Provider a "public utility" as defined in Section 201(e) of the Federal Power Act in performing its obligations under this Agreement or otherwise that would have a material adverse effect on the Provider of the System.

2.6 Host's Conditions of this Agreement Prior to Installation. The following are conditions precedent of this Agreement that must be met prior to commencement of the Installation Work on the System, and that, if not met, at Host's election, permit Host to terminate this Agreement pursuant to Section 2.7 ("Host Conditions Precedent"):

(a) Host has reviewed all Installation Work construction plans, including lists of System equipment and engineering evaluations of the System. Such review shall constitute acceptance and approval of the Installation Work construction plans by Host unless Host objects in writing within forty-eight (48) hours of receipt of same;

(b) Execution of all necessary agreements for interconnection to the applicable electric distribution system; and

(c) Provider has obtained all Governmental Approvals, including without limitation, all System Permits, necessary for Provider to begin the Installation Work of the applicable System.

2.7 Right to Terminate this Agreement. In addition to any other termination rights of a Party set forth herein:

(a) At any time after the first two (2) years following execution of this Agreement, Host may require that Provider certify within sixty (60) days of notice from Host that all of the conditions precedent set forth in Section 2.5 have been met. If Provider cannot or does not so certify as the result of delays in securing necessary utility of governmental approvals, Host may grant Provider a grace period of an additional six (6) months to certify that all of the conditions precedent set forth in Section 2.5 have been met. At the end of any such grace period or if no grace period is granted, Provider or Host may terminate this Agreement without liability to either party. Termination pursuant to Section 2.7(a) shall relieve Host from any further obligations under this Agreement with regard to the System, including but not limited to the obligation to pay an Early Termination Fee.

(b) If Provider (with Host's assistance to the extent reasonably necessary) is unable after good faith effort to obtain a rebate or subsidy from the state, local utility or other source for the installation of the applicable System as designed in an amount required by Provider for applicable financing, or if any of the conditions in Section 2.5 are not met, Provider has the unilateral right to terminate this Agreement upon written notice to Host; provided that in the case where the Installation Work has been initiated or substantially completed, Provider shall promptly after such termination, at Provider's expense, remove any and all System infrastructure or components within the timeframe specified in Section 2.4. Termination pursuant to Section 2.7(b) shall relieve either Party from any further obligations under this Agreement with regard to the System, except as specified in this Section 2.7(b), including but not limited to the obligation to pay an Early Termination Fee.

(c) If prior to the commencement of Installation Work, any applicable Governmental Authority fails to provide the necessary Governmental Approvals or permits for such commencement, Provider may, at the Provider's option, terminate this Agreement by written notification to Host, within ten (10) business days following Provider's receipt of such notification that the application permits have not been granted or that necessary Governmental Approvals have been denied or have otherwise not been obtained. The failure of Provider to obtain any required Governmental Approval shall not constitute a Provider Default, so long as Provider has used commercially reasonable efforts to seek such Governmental Approval. Upon such termination by Provider, Host shall have no obligation to pay an Early Termination Fee.

3. CONSTRUCTION, INSTALLATION AND TESTING OF SYSTEM.

3.1 Installation Work.

(a) Host hereby grants to Provider an Access License for access to and use of portions of the Property upon which the System will be located. Provider will cause the System to be designed, engineered, installed, operated and constructed substantially in accordance with the terms of this Agreement. Host shall have the right to review all construction plans, including engineering evaluations of the impact of the System on (i) the structural integrity and strength of the roof of the Property, if applicable, and (ii) the then current Local Electric Utility's equipment and service.

(b) Provider shall provide the project management and construction management services for the System as described in the System Description as defined in Schedule 2 of the Appendix. Provider shall (a) maintain a qualified and competent organization as necessary to perform the Installation Work in the applicable System Description, (b) maintain the System Site reasonably clear of debris, waste material, and rubbish, (c) use only the entrance(s) described in the System Description for ingress and egress of all personnel, equipment, vehicles, and materials, and (d) otherwise perform the Work in accordance with the System Description, including any limitations contained therein. Host shall have the right at all times to review Provider's work on the System to determine if Provider is in compliance with the System Description and Host's policies and procedures. If Host determines in its reasonable discretion that Provider is not in compliance with the System Description or Host's policies and procedures, the Parties shall work together in good faith to remedy such issues. If the Parties are unable to agree upon a mutually satisfactory resolution to any such issues, then Host may contract with a third party to review the issues and determine the appropriate resolution of such issues. Provider shall bear the cost for such third party review only if such third party reasonably determines that Provider has materially deviated from the System Description.

(c) Provider may elect to have the Work performed or provided by contractors or subcontractors engaged by Provider. To the extent Provider elects to cause any contractor or subcontractor to perform or provide any of the Work, Provider shall remain fully liable for the performance of such Installation Work and such delegation shall not relieve Provider from any of Provider's obligations or liabilities under this Agreement.

3.2 Approvals; Permits.

(a) Provider shall obtain all necessary approvals from the Local Electric Utility, including the submission of applications for interconnection of the System with the Local Electric Utility. Host shall provide commercially reasonable assistance to Provider in obtaining necessary approvals from the Local Electric Utility and the necessary local Governmental Approvals for the System in accordance with Section 7.1 and Section 7.2, which may include provision by Host of electrical drawings and structural drawings for the Property.

(b) If the Local Electric Utility fails to approve the interconnection of the System or requires equipment in addition to that shown in Schedule 2 of the Appendix, Host and Provider may agree that Host shall make necessary repairs or changes to the existing electrical structure of the Property required by the Local Electric Utility or any state inspection for interconnection of the System; in such case, Host and Provider shall share in the costs of repairs or changes with Host paying fifty

percent (50%) of the costs and Provider paying fifty percent (50%) of the costs. If Host and Provider do not agree to make such repairs or changes, then Provider shall have the option to re-engineer the System, at Provider's sole expense, in a manner that is satisfactory to Host and satisfies the Local Electric Utility and/or Governmental Authority requirements for interconnection of the System. If Provider does not elect to re-engineer the System on the Property or cannot do so to Host's satisfaction, then Provider and Host shall explore, in good faith, the relocation of the System to an alternative Host site where interconnection of the System with the Local Electric Utility can be accomplished in a timely manner without significant cost to the Parties. If no such alternative Host site can be agreed upon by the Parties, then either Party may, in its sole discretion, terminate this agreement by written notice without cost or liability (except pursuant to any provisions of this Agreement that survive termination pursuant to Section 19.6).

3.3 Completion Notice

(a) If (i) the System is substantially complete, interconnected with the electric system of the Property and, if applicable, with the system of the Local Electric Utility in accordance with Applicable Law and the rules of the Local Electric Utility, and (ii) the System has been approved for interconnected operation by the Local Electric Utility, then Provider shall send a written notice to that effect to Host (a "Completion Notice").

(b) The "Commercial Operation Date" shall be the date of Host's receipt of a Completion Notice.

3.4 Solar Access License. Host shall provide commercially reasonable assistance to Provider in securing a solar access license or easement to prevent overshadowing of the System and subsequent reduction in System electricity production. At Provider's request and expense, Host will use commercially reasonable efforts to secure an easement or license for the System to prevent other buildings, structures or flora located off of the Property from overshadowing or otherwise blocking access of the sunlight to the System.

3.5 Host will provide Provider with a working Ethernet connection to intranet and/or internet network(s), in the area of electrical equipment, in order to enable Provider to remotely monitor the System's energy production.

3.6 Upon request from Provider to Host for authorization to schedule a shutdown of Host's electrical system for final Interconnection, Host shall, within Fourteen (14) days provide a date mutually agreeable for final Interconnection that is more than Forty (40) days but no more than Sixty (60) days from Provider's request.

4. SYSTEM OPERATIONS.

4.1 Provider as Owner and Operator. The System will be owned and operated by or for Provider at its sole cost and expense. "System Operation" means all actions, including monitoring and maintaining a System, necessary for Provider to fulfill its obligations under this Agreement. Any necessary repair or maintenance of the System will be promptly completed by or for Provider, at its sole cost and expense, to the extent that such repair or maintenance is not directly attributable to the negligence or willful misconduct of Host. If such repair or maintenance

is directly attributable to the negligence or willful misconduct of Host repair or maintenance of the System may be completed by or for Provider, at Host's sole cost and expense

4.2 Malfunctions and Emergencies.

(a) Host and Provider each shall notify the other within twenty-four (24) hours following their discovery of any material malfunction in the operation of the System or of their discovery of an interruption in the supply of Solar Services. Provider and Host shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Provider and Host each shall use diligent efforts to notify the other Party upon the discovery of an emergency condition in the System. The above notwithstanding, Host shall have no obligation to inspect, monitor, operate or repair the System.

(b) If an emergency condition exists at the System or Property, Provider shall, upon notice in accordance with Section 4.2(a), within 24 to 48 hours dispatch the appropriate personnel to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs, Host shall contact Provider using contacts for each listed in attached Schedule 5 of the Appendix.

4.3 Metering.

(a) Maintenance and Testing. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the System. Upon Host's written request, Provider shall furnish a copy of all technical specifications and accuracy calibrations for the meter and Provider shall test the System's meter upon Host's reasonable request.

(b) Adjustments. If testing of the metering equipment pursuant to Section 4.3(a) indicates that such equipment is in error by more than two percent (2%), then Provider shall promptly repair or replace such equipment at its sole cost and expense. Provider shall make a corresponding adjustment to the records of the amount of electrical energy provided by the System delivered based on such test results for (i) the actual period of time when such error caused inaccurate meter recordings, if that period can be determined to the mutual satisfaction of the Parties, or (ii) if such period cannot be so determined, then a period equal to one-half of the period from the later of the date of the last test confirming accurate metering or the date the meter was placed into service, but not to exceed one (1) year. If testing is pursuant to Host's request in Section 4.3(a) and testing indicates the equipment is in error by two percent (2%) or less, Host shall be responsible for the costs of the testing.

4.4 Interconnection Agreement. Host and Provider (only as and when required by the Local Electric Utility) shall enter into an Interconnection Agreement with the Local Electric Utility in connection with the installation and operation of the System, subject to the provisions of Section 2.7(a). The Parties hereby acknowledge and agree to fully perform any and all obligations they each may have under the Interconnection Agreement, including but not limited to payment of all amounts payable by either Party and due under the Interconnection Agreement ("Interconnection Agreement Payments"); and in the event that the Interconnection Agreement includes provisions

related to Local Electric Utility services unrelated to the System, Host will reimburse Provider for a pro rata portion of the Interconnection Agreement Payments attributable to such services unrelated to the System in accordance with Section 6.4 and Section 6.5 of this Agreement.

5. DELIVERY OF SOLAR SERVICES.

5.1 Purchase Requirement.

(a) During the Term, Host agrees to purchase during each month, the Solar Services in connection with the System for such month. The Solar Services are calculated and billed on a per kWh basis at the kWh Rate. Provider shall deliver all Energy generated by the System on a real time basis to Host at the Delivery Point for the System as demarked in the System [electrical and structural] drawing (the "Delivery Point").

(b) Neither Party shall assert that the other Party is an electric utility subject to regulation by any Governmental Authority as an electric utility or subject to regulated electricity rates, solely as result of either Party's performance under this Agreement. Provider shall not claim to be providing electric utility services to Host hereunder. If a Change in Law or a determination by a Governmental Authority with jurisdiction to make such determination causes either Party to be an electric utility subject to regulation by any Governmental Authority, either Party shall have the right but not the obligation to terminate this Agreement by giving the other Party written notice of such Change in Law or determination by a Governmental Authority within ninety (90) days after knowledge of the occurrence thereof accompanied by information about the Change in Law or determination, and neither Party shall have any further liability to the other Party, except pursuant to any provisions of this Agreement that survive termination. In particular, Host shall have no obligation to pay an Early Termination Fee.

(c) If any Change in Law occurs that has a material adverse effect on the cost to Provider of providing Solar Services under this Agreement, then the Parties shall, within thirty (30) days following receipt by Host from Provider of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Provider shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

5.2 Environmental Attributes, Replacement Environmental Attributes, Tax Attributes, And Other Incentives.

(a) During the Term of this Agreement, Provider will retain right and ownership of all Environmental Attributes produced by the System and all revenues generated by the sale thereof.

(b) For purposes of this Agreement, "Environmental Attributes" means any and all environmental credits, benefits, emissions reductions, offsets and allowances, howsoever entitled, including but not limited to, Carbon Credits, Portfolio credits, RECs, SRECs, TRECs, ZRECs or certificates, any other renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, and Green-e® products, credits,

benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance or reduction of the emission of any gas, chemical, or other substance attributable to the generation of Energy by the System and the delivery of Energy, and include without limitation any of the same arising out of legislation or regulation concerned with reduction or elimination of oxides of nitrogen, sulfur, or carbon, with particulate matter, soot, or mercury, or implementing the United Nations Framework Convention on Climate Change (the “UNFCCC”) or the Kyoto Protocol to the UNFCCC or crediting “early actions” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, and any other reward or incentive given for the use and/or production of Solar power. Environmental Attributes exclude any Tax Attributes (as defined in Section 5.2 (c)).

(c) Provider, or its designee or assignee, shall retain and be entitled to all tax and investment attributes of Energy provided as part of the Solar Services, which shall include any local, state or federal investment or production or other similar tax credits, accelerated depreciation or other tax benefit to Provider based on the ownership of, or energy production from any portion of the System, including the production tax credit, investment tax credit and any depreciation and other tax benefits arising from ownership or operation of the System unrelated to its status as a generator of renewable or environmentally clean energy (collectively, and as supplemented by mutual agreement in the future, the “Tax Attributes”). Upon Provider’s request and documentation as to the need therefor, Host shall execute documents prepared by Provider in a commercially reasonable time and shall take commercially reasonable actions necessary under Applicable Law or other requirements to cause the Tax Attributes to vest in Provider, without further compensation, including, but not limited to, all actions necessary to register or certify the Tax Attributes or the System with the relevant Governmental Authorities or any other Person, as specifically requested by the Provider in writing; provided, however, that in no case shall Host be required to execute any document or take any other action having a material adverse effect on Host, Host’s Property Usage, or Host’s business. If requested by Host, Provider will prepare, or assist in preparing all documents necessary for Host to comply with the foregoing sentence.

(d) This Section 5.2 shall not function or be construed as, or represent a performance or production guaranty, or representation, warranty or covenant with regard to, the System or the amount of Energy or quantity of Environmental Attributes or Tax Attributes created by or attributable to the System.

5.3 Title to System and Property.

(a) As between the Parties, the System shall at all times retain the legal status of personal property within the meaning of Article 9 of the Uniform Commercial Code and applicable real property law, throughout the duration of this Agreement and thereafter. Provider or Lender (or its designee) or their successors or permitted assigns shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Provider or Lender (or its designee), their successors or permitted assigns and the System shall not attach to or be deemed a part of, or fixture to, the Property. Host covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, their successors or permitted assigns, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien

or security interest therein. If there is any mortgage or fixture filing against the Property which could reasonably be construed as prospectively attaching to the System as a fixture of the Property, Host shall, at Provider's request, provide to such lien holder a statement that the Parties have agreed that the System is personal property and is property of the Provider or Lender, their successors or permitted assigns, and shall obtain an acknowledgment from the lien holder that the lien holder does not have a lien on or security interest in the System or that it subordinates its mortgage to the Provider's and Lenders' (and their successors' and assigns') rights under this Agreement. Host consents to the filing of a disclaimer of the System as a fixture of the Property and/or a precautionary fixture filing in the office where real estate records are customarily filed in the jurisdiction of such Property.

(b) Throughout the duration of this Agreement, Host shall be the legal and beneficial owner of the Property at all times, and the Property shall remain the property of Host and shall not be deemed a part of any System. Pursuant to Section 5.4(a), Provider shall file a disclaimer of the System as a fixture of the Property in the office where real estate records are customarily filed in the jurisdiction of such Property to place all interested parties on notice of (i) the ownership of such Property by Host and (ii) the ownership of such System by Provider. If there is any financing statement, mortgage or fixture filing against any System which could reasonably be construed as prospectively attaching to any Property, other than the disclaimer filings consented to by Host pursuant to Section 5.4(a), Provider shall provide a disclaimer or release from such lien holder.

(c) Title to and risk of loss related to the Energy from the System shall transfer from Provider to Host at the Delivery Point for such System. Provider warrants that it will deliver to Host all Solar Services free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any Person, other than those of Provider or such Affiliates of Provider to which this Agreement is assigned and that arise from or are made subject to the rights and/or obligations of the Parties to this Agreement, and other than a security interest or lien created by or attributable to Host.

5.4 No Obligation to Operate. Subject to Section 5.1 above, Host shall not be obligated to operate any Property or to maintain any level of Energy consumption at any Property. Nothing in this Agreement shall preclude Host from undertaking any measures which reduce Energy consumption at the Property such as energy efficiency measures, changes in the use of the Property, closure of any Property or installation of other sources of on-site generation. Host makes no representation or warranty in relation to any historical data concerning energy usage at the Property or the levels of Solar Insolation at the Property. Notwithstanding this Section 5.5, Host shall be obligated to pay for any and all Solar Services and Energy generated from the System (as measured by the Provider's metering equipment) regardless of any reduced energy load to the Property.

6. PRICE AND PAYMENT.

6.1 Consideration. Subject to Section 6.4, Host shall pay to Provider a monthly payment (alternately referred to as the "Solar Services Payment") for the Solar Services produced by the System equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate. The sum of all Solar Services Payments paid (and remaining to be paid) during the Term, as adjusted pursuant to Section 6.4, shall be the "Contract

Price” under this Agreement. At any given time during the Term, the applicable Early Termination Fee (Termination Value) as set forth in Column 1 of Schedule 4 of the Appendix shall be deemed to cover the Contract Price in full. Except as may be otherwise expressly provided in this Agreement, no other fees or charges shall be due from Host to Provider.

6.2 Payment. With respect to the System, Provider shall invoice Host monthly on or before the second Business Day of each calendar month (each, an “Invoice Date”), commencing on the first Invoice Date to occur after the Commercial Operation Date of the System, for the Solar Services Payment due for such month. The first invoice shall include the Solar Services Payment required in respect of any production that occurred during the prior calendar month(s). The last invoice shall include the Solar Services Payment required in respect of production only through the Expiration Date(or Early Termination date, as the case may be) of this Agreement. Each invoice to Host shall be in the form of Exhibit D attached hereto. Each invoice shall be accompanied by a computation of the actual deliveries for the month and the amount that is owed for such deliveries at the kWh Rate.

6.3 Rebate Deposit Refunds. Where Provider reserves a utility rebate by making a refundable deposit to a utility on Host’s behalf, Host shall refund such rebate deposit to Provider upon payment of such deposit by the utility to Host.

6.4 Time of Payment. Host shall pay all undisputed amounts due hereunder in respect of Solar Services Payments within thirty (30) days after the receipt of the invoice for the applicable Invoice Date. Each Party shall pay all other undisputed amounts due hereunder within thirty (30) days after receipt of an invoice therefore, in the form specified in Exhibit C attached hereto, accompanied by reasonable documentation of the amount due.

6.5 Method of Payment. Each Party shall make all payments under this Agreement by electronic funds transfer in immediately available funds to the account designated by Provider or Host, as the case may be, and as updated from time to time by such Party. All payments that are not paid when due shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the Stated Rate. Except as provided in Section 6.4 and Section 6.6, all payments made hereunder shall not be subject to reduction, withholding, set-off, or adjustment of any kind. Upon receipt of written direction and instructions from Provider and Provider’s Lender, all payments to be made by the Host to the Provider under this Agreement shall be made directly to the Lender or its agent designated in a writing addressed to Host from time to time, unless or until otherwise directed by Provider in writing.

6.6 Payment Disputes. If a Dispute arises with respect to any invoice submitted or any payment owed by one Party to the other Party hereunder, the Parties shall attempt to resolve such Dispute amicably. Each Party shall have the right to audit the records of the other Party but only with regard to such records and only to the extent necessary to verify the amount or accuracy of payments owed by one Party to the other Party hereunder. If the Parties cannot resolve the Dispute within thirty (30) days, either Party may submit the Dispute to legal proceedings in accordance with Article 12 below; provided that, during the time a Dispute is pending, the disputing Party shall not be deemed in default under this Agreement and the Parties shall not suspend the performance of their respective obligations hereunder, including payment of undisputed amounts owed hereunder. No Party may withhold, deduct or set-off against amounts or credits owed by

such Party to the other Party any amounts during the time that a Dispute is pending. Host agrees not to dispute invoices except in good faith and upon reasonable grounds. If any dispute as to the accuracy of an invoice is resolved in favor of Provider, Host will promptly pay the full amount thereof with interest accruing thereon at the Stated Rate from the date on which such payment was originally due.

6.7 Local Electric Utility Bills. Upon Provider's request, Host shall authorize the Local Electric Utility to send to Provider duplicates of any bills sent to Host. In the event that the Local Electric Utility does not permit such duplicate bills to be sent to Provider, Host shall, promptly upon receipt of the bill, forward such bill to Provider. All information provided to Provider shall be considered to be confidential information that is subject to the requirements of Section 16.1 below.

6.8 Payment and Billing Contact Information. Notices and communications concerning Payment and Billing may be addressed to the other Party as follows:

Provider:

Greenskies Clean Energy LLC
Attn: Billing Department
127 Washington Ave West Building Lower Level
North Haven, CT 06473

Telephone: 860-398-5408
E-mail: accounting@greenskies.com

Host:

Valerie Bruneau
35 School Road
Andover, CT 06232

E-mail: bruneauv@andoverelementaryct.org

7. GENERAL COVENANTS.

7.1 Provider's Covenants. As a material inducement to Host's execution and delivery of this Agreement, Provider covenants and agrees to the following:

(a) System Condition. Provider shall take all actions reasonably necessary to ensure that the System is capable of operating as per System specifications and manufacturer's warranties. Provider shall, at its expense, maintain the System in accordance with Prudent Industry Practices, manufacturer's requirements and warranty guidelines and Applicable Law. Provider shall use reasonable efforts to restore the System promptly after any material interruption, provided that the Parties hereto acknowledge that the Lender or its agent will be the loss payee on casualty/property insurance with respect to the System and will have the right to apply the proceeds thereof in accordance with the financing arrangements between it and Provider. If the System remains

inoperable or operates at a reduced efficiency and cannot be restored within three (3) Business Days, Provider shall provide Host with a plan describing the actions that it intends to take to cure the outage.

(b) Governmental Approvals. Provider will be responsible for procuring and maintaining all Governmental Approvals required for performance of the Solar Services, System Operations and the other Work (collectively, "System Permits") including all environmental, conditional use, and zoning permits or any other permits, licenses, authorizations or other rights, whether or not the System Permits must be held by Provider or Host. Provider will be responsible for preparing all applications and other permit materials necessary for any System Permits. Provider will submit such materials to the applicable Governmental Authorities (in Host's name if required; provided, however, that (i) Host has reviewed and consented to such submittal, and (ii) in no case shall Provider submit materials in Host's name which would, in Host's sole judgment, have a material adverse effect on Host, Host's Property Usage, or Host's business) and, at Provider's expense, procure such System Permits. System Permits exclude Governmental Approvals relating to or necessary for the occupancy of the Property (other than those required in connection with the applicable System) ("Host Permits"), which Host shall be required to obtain at its sole cost and expense. The cost of all System Permits shall be included in the Contract Price. Provider shall provide any design documents and permit applications and other materials that are necessary to obtain System Permits that must be held in Host's name to Host for review. Host shall provide any comments to such design documents and permit materials within ten (10) Business Days after submittal and, if deemed acceptable by Host in Host's reasonable judgment, Host shall execute the applications so that Provider may secure the System Permits.

(c) System Repair and Maintenance. During the Term, Provider will operate and perform all routine and emergency repairs to and maintenance of the System. Provider shall maintain, inspect, service, repair, overhaul and test the System in accordance with (i) all maintenance manuals furnished with the System, as amended, (ii) all mandatory or otherwise required service bulletins issued by or through the manufacturer and/or the manufacturer of any part of the System, and (iii) all directives applicable to the System issued by the Local Electric Utility or similar regulatory agency having jurisdictional authority, and causing compliance to such directives to be completed in a timely manner through corrective modification in lieu of operating manual restrictions. Provider shall maintain all records, logs and other materials required by the manufacturer for enforcement of any warranties or by the Local Electric Utility or any Governmental Authority. All maintenance procedures required hereby shall be undertaken and completed in accordance with the manufacturer's recommended procedures, and by properly trained, licensed, and certified maintenance sources and maintenance personnel, so as to keep the System and each System component in as good operating condition as when delivered to Host hereunder, ordinary wear and tear excepted. Without limiting Section 17.2, Host shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper operation or maintenance of the System.

(d) Use of Contractors and Subcontractors. Provider shall be permitted to use experienced and reputable contractors and subcontractors to perform its obligations under this Agreement. However, Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

(e) Control and Operation of System. Provider accepts full operational control of the System. Provider agrees that the System will be used and operated: (i) in compliance with any and all statutes, laws, ordinances, regulations and standards or directives issued by any Governmental Authority or Local Electric Utility applicable to the use or operation thereof; (ii) in compliance with any certificate, license, registration, permit or authorization relating to the System issued by any Governmental Authority or Local Electric Utility; (iii) in compliance with all safety and security directives of each Governmental Authority and the Local Electric Utility; and (iv) in a manner that does not modify or impair any existing warranties on the System or any part thereof.

(f) Health and Safety. Provider shall take all necessary and reasonable safety precautions with respect to providing the Installation Work, Solar Services, and System Operations that shall comply with all Applicable Laws and Prudent Industry Practices pertaining to the health and safety of persons and real and personal property. Provider shall immediately report to Host any death or lost time injury that occurs on the Property, or property damage to Host's property.

(g) Liens. Other than Lender's security interest in or ownership of the System, Provider shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Property or any interest therein. Provider also shall pay promptly before a fine or penalty may attach to any Property any Taxes, charges or fees of whatever type of any relevant Governmental Authority, relating to any work performed hereunder by Provider or its agents and subcontractors on the Property. In the event that a claim is made or a Lien is imposed on the Property by any contractor, subcontractor or third party arising out of work in connection with a System, Provider shall have the obligation immediately to notify Host in writing, and (i) defend and indemnify Host against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such claim or Lien, and (ii) (A) either to make such payment as necessary to discharge the claim or Lien within thirty (30) days or (B) at Provider's sole cost, challenge the validity of the claim or Lien and post a bond reasonably acceptable to Host in an amount equal to at least 125% of the amount of such claim or Lien.

(h) No Infringement. The System and Provider's services hereunder, including the Installation Work, Solar Services and System Operations, shall not infringe any third party's intellectual property or other proprietary rights.

(i) Hazardous Materials. Provider shall be responsible for the identification (including applicable inspection and notification requirements), cleanup, removal, remediation and disposal in accordance with Applicable Law of any Hazardous Materials (a) brought to the Property by Provider or its employees, representatives, agents or contractors or (b) generated or otherwise created in connection with the Solar Services or a System. Provider shall also notify the Host prior to delivery of any known Hazardous Material to the Property.

(j) Communications. Provider's Operating Representative shall be available to Host to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour, seven (7) day per week basis. The name and contact information of the Provider's Operating Representative is defined in Schedule 2 of the Appendix.

(k) Warranties. Provider shall secure warranties from its equipment suppliers and all installers that are assignable to Host upon the purchase or acquisition of the System by Host. Provider shall assign all assignable warranties to Host upon Host's request in connection with a sale or transfer of the System to the Host. Provider shall obtain industry standard manufacturer's warranties for any and all modules or components used in the System.

(l) Provider shall provide the Solar Services in a good, professional and workmanlike manner and that at all times the Provider or its agents shall be qualified and professionally competent to carry out said services, and at all times the Provider or its agents possess all licenses and/or certifications required to perform said services.

(m) Provider and its subcontractors, officers, employees, agents or representatives are duly qualified, capable, and experienced to perform the services set forth herein; and shall perform the services in compliance with all Applicable Law.

7.2 Host's Covenants. As a material inducement to Provider's execution and delivery of the Agreement, Host covenants and agrees as follows:

(a) Health and Safety. Host shall at all times maintain the Property consistent with all Applicable Laws pertaining to the health and safety of persons and property.

(b) Security. Host shall provide Host's usual and customary level and type of security at the Property against access by unauthorized persons, including Host's usual and customary monitoring of all of the Property's alarms, but shall not be responsible for the maintenance, inspection or monitoring of the System or the protection of the System against casualty, Force Majeure Events or other events caused by persons not under Host's control.

(c) Identification of Equipment. Host agrees, at Provider's request, to (i) permit Provider to prominently label the System as Provider's personal property, (ii) not disturb, remove or obscure, or permit any person other than Provider to disturb, remove or obscure such labeling, and (iii) permit Provider to replace promptly any such labeling which may be disturbed, removed or obscured.

(d) Alterations. Except as provided in Section 11.1(c) below, Host shall not make any alterations or repairs to the Property which could adversely affect the operation and maintenance of the System without Provider's prior written consent. If Host wishes to make such alterations or repairs, Host shall give prior written notice to Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Provider the opportunity to advise Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Host shall be responsible for all damage to the System caused by Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Host's alterations and repairs, shall be done by Provider or its contractors at Host's sole cost. In addition, Host shall pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for Energy that

would have been produced by the System during such disconnection or removal; (ii) revenues that Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Provider would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Provider (or, if Provider is a pass-through entity for tax purposes, Provider's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be based on the amount paid in the same time period during the previous year of the Term, or in the case of the first year, the expected generation for the time period.

(e) Notice of Damage. To the extent of the actual knowledge of Host, Host shall immediately notify Provider of any damage to or loss of the use of the System or damage to the Property that could reasonably be expected to result in physical damage to the System or reduction in Energy output.

(f) Liens. Host shall not directly or indirectly cause or create or suffer to exist any Liens on or with respect to the System or any interest therein. If Host breaches its obligations under this Section 7.2(f), it shall immediately notify Provider in writing, shall immediately cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(g) Access to Property, Grant of License. Host hereby grants Provider (and its Lenders, their successors and assigns, and their employees, contractors and subcontractors) a royalty-free, irrevocable license for the Term and for [one hundred and twenty (120) days following the Expiration Date, to site, construct, install, operate, maintain, use, repair, alter and remove the System on the site specified on the attached Schedule 1 of the Appendix, to access the System from, over or across the Property and access the Property from a public road or access route, as reasonably necessary, during the Term of this Agreement and for so long as needed after termination, to allow Provider to perform the Installation Work (without limiting the indemnification provisions in Article 17), System Operations and System removal, and access to electrical panels and conduits to interconnect or disconnect the System with the applicable Property's electrical wiring (the "Access License"). The Access License shall not be revoked or terminated by the Host unless the Host is terminating the Agreement for a Provider Default. The Access License shall give Provider an exclusive right to the footprint where the System is located (as described in Schedule 1 of the Appendix) and a non-exclusive right to [the roof and to] the other portions of the Property as provided above, provided that Provider's use of the Property shall not materially interfere with Host's normal operations on the Property (collectively, "Host's Property Usage"). Host and its authorized representatives shall at all reasonable times have access to and the right to observe the Installation Work or System removal but shall not materially interfere or handle any Provider equipment or the System without written authorization from Provider; provided, however, in the event of a material malfunction or emergency as specified in Section 4.2, Host shall be permitted to take those actions necessary to prevent injury as specified in Section 11.1(c). Host covenants that Provider's use and operation of the System shall not be

disturbed or interfered with during the Term, subject only to the rights of Host under Sections 4.2 and 11.1(c).

(h) Temporary storage space during installation or removal. The System Description shall describe any space required for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, System Operations or System removal, and access for rigging and material handling. Host shall use reasonable efforts to provide Provider with the described spaces.

(i) Host shall trim all foliage on the Property, to the extent permitted by Applicable Law or regulation, such that there is no material adverse effect on the insolation level from such foliage (as compared to the insolation level on the Commercial Operation Date).

(j) [Host has provided any and all information and documents to Provider regarding current roof warranty, electrical drawings, and roof age available to Host. If said information or documents as represented by Host is different from the actual present roof warranty, electrical configuration, or roof age, Provider shall be entitled to a reasonable adjustment of the kWh rate to account for any additional costs associated with these differences].

8. WARRANTIES.

8.1 Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized and validly existing and in good standing in the jurisdiction of its organization;

(b) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally;

(e) there is no litigation, action, proceeding or investigation pending or, to the best of its knowledge, threatened before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein;

(f) its execution and performance of this Agreement and the transactions contemplated hereby do not constitute a breach of any term or provision of, or a default under, (i) any contract or

agreement to which it or any of its Affiliates is a party or by which it or any of its Affiliates or its or their property is bound, (ii) its organizational documents, or (iii) any Applicable Laws; and

(g) all information provided by one Party to the other Party is accurate in all material respects.

8.2 PUHCA; No Regulation as Electric Utility. Provider represents and warrants on the Effective Date that (a) it has taken all required actions, if any, necessary to comply with the Public Utility Holding Company Act of 2005, as amended, and (b) it is not an electric utility subject to rate regulation by any Governmental Authority. If Provider shall at any time during the Term fail to comply with the Public Utility Holding Company Act of 2005, or be deemed an electric utility subject to rate regulation by a Governmental Authority, then Host may immediately and unilaterally terminate this Agreement upon written notice to Provider and without any obligation for Host to pay any Early Termination Fee. In the case where the Installation Work has been initiated or substantially completed, Provider shall promptly after such termination, at Provider's expense, remove any and all System infrastructure or components pursuant to Section 2.4.

8.3 Requisite Standards. The System shall be constructed, installed and maintained with due care by qualified employees, representatives, agents or contractors of Provider and shall conform to Prudent Industry Practices and Applicable Law (including Environmental Law). If Provider fails to meet any of the foregoing standards, Provider shall, at its own cost, and without additional charge to Host, take any corrective actions, including any necessary replacement of the System, that are caused by Provider's failure to comply with the above standard.

8.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE INSTALLATION WORK, SYSTEM OPERATIONS, AND SOLAR SERVICES PROVIDED BY PROVIDER TO HOST PURSUANT TO THIS AGREEMENT SHALL BE "AS-IS WHERE-IS." NO OTHER WARRANTY TO HOST OR ANY OTHER PERSON, WHETHER EXPRESS, IMPLIED OR STATUTORY, IS MADE AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SYSTEM, THE SOLAR SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PROVIDER.

HOST MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEVEL OF PAST, PRESENT OR FUTURE ENERGY CONSUMPTION AT THE PROPERTY. NOR SHALL ANY PROVISION OF THIS AGREEMENT REQUIRE HOST TO CONTINUE TO OPERATE THE PROPERTY OR RESTRICT HOST'S RIGHTS TO SELL, LEASE OR DISPOSE OF PROPERTY, PROVIDED THAT HOST COMPLIES WITH THE TERMINATION REQUIREMENTS IN THIS AGREEMENT.

9. TAXES AND GOVERNMENTAL FEES.

9.1 Host Obligations. Host shall reimburse and pay for any documented taxes, fees or charges imposed or authorized by any Governmental Authority ("Taxes") on Provider and paid by Provider arising from Provider's sale of the Solar Services to Host (other than income taxes imposed upon Provider, which shall be the responsibility of Provider). Provider shall notify Host

in writing with a detailed statement of such amounts, which shall be invoiced by Provider and payable by Host. Host shall timely report, make filings for, and pay any and all sales, use, income, gross receipts, or other taxes, and any and all franchise fees or similar fees assessed against it due to its lease of the System. Provider shall reimburse Host for any Tax that is the responsibility of Provider but that is imposed upon and paid by Host. This Section 9.1 excludes Taxes specified in Section 9.2.

9.2 Other Taxes. Each Party shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against it due to its ownership of its property (i.e., in the case of the Host, the Property; in the case of the Provider, the System). If Host is assessed any Taxes related to the existence of the System on the Property, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting such assessment; provided, however, that Host shall pay such Taxes to avoid any penalties on such assessments subject to reimbursement by Provider. If, after resolution of the matter, a Tax is imposed upon Host related to the improvement of real property by the existence of the System on the Property, Provider shall reimburse Host for such Tax. Neither Party shall be obligated for any Taxes payable by or assessed against the other Party based on or related to such Party's overall income or revenues.

9.3 Minimize Taxes. The Parties shall administer and implement this Agreement with the intent to minimize Taxes. Host shall timely provide to Provider all exemption certificates and other information necessary to evidence any applicable exemption or information otherwise reasonably requested by Provider, and until Host does so Provider shall not be required to recognize any exemption.

10. FORCE MAJEURE.

10.1 Definition. "Force Majeure Event" means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, Force Majeure Event may include, without limitation, the following acts or events: (a) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (b) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (c) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, pandemic, quarantine, terrorist acts, or rebellion; (d) strikes or labor disputes; (e) action by a Governmental Authority, including a moratorium on any activities related to this Agreement; and (f) the inability for one of the Parties, despite its commercially reasonable efforts, to obtain, in a timely manner, any Governmental Approval necessary to enable the affected Party to fulfill its obligations in accordance with this Agreement, provided that the delay or inability to obtain such Governmental Approval is not attributable in any manner to the affected Force Majeure Event does not include: (i) equipment failure (unless resulting from a Force Majeure Event); (ii) acts or omissions of Provider's subcontractors or agents, except to the extent that such acts or omissions arise from a Force Majeure Event; (iii) changes in costs of services, materials, labor or equipment; (iv) the lack or variation of Solar Insolation (other than as a result

of acts or omissions of Host, its contractors or invitees); or (v) changes in tax laws or laws relating to Provider's Tax Attributes.

10.2 Excused Performance. Except as otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, other than the failure to pay amounts due hereunder occurring prior to such Force Majeure Event, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Article 10 shall immediately (a) notify the other Party in writing of the existence and details of the Force Majeure Event, (b) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (c) notify the other Party in writing of the cessation or termination of said Force Majeure Event, and (d) resume performance of its obligations hereunder as soon as practicable thereafter. If Provider claims relief pursuant to a Force Majeure Event, the obligation of Host to make a Solar Services Payment to Provider on any monthly payment date shall be suspended until the Provider resumes performance of its obligations under this Agreement; provided, however, that Host shall not be excused from making any payments due in respect of Solar Services delivered to Host prior to the Force Majeure Event performance interruption.

10.3 Termination in Consequence of Force Majeure Event. If a Force Majeure Event shall have occurred that has materially affected Provider's performance of its obligations hereunder or has reduced the System production for any six (6) months within a consecutive twelve (12) month period below fifty percent (50%) of the applicable monthly Benchmark Production amounts specified in Schedule 6 of the Appendix, then Host shall be entitled to terminate this Agreement upon thirty (30) days prior written notice to Provider without cost or liability, including, but not limited to, an Early Termination Fee. Provider shall have a grace period for procurement of replacement equipment, as long as the need for such equipment is identified in a timely manner. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other, subject to Section 19.6 (Survival). By mutual agreement of the Parties, any System components damaged or destroyed by a Force Majeure Event may be replaced by Provider within the time frames set forth above and subsequent to replacement and upon commencement of operation of the replacement System components all terms and conditions of this Agreement will remain in effect, including the remaining Term of this Agreement.

11. DEFAULT.

11.1 Provider Defaults and Host Remedies.

(a) Provider Defaults. The following events shall be defaults with respect to Provider so long as continuing (each, a "Provider Default"):

i. Provider shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) become subject to a voluntary or involuntary case under any bankruptcy law, including, without limitation, title 11 of the United States Code; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to

controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Provider in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;

ii. A proceeding or case shall be commenced without the application or consent of Provider in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of Provider under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) days;

iii. Provider fails to pay Host any undisputed amount owed under this Agreement within thirty (30) days from receipt of notice from Host of such past due amount;

iv. Provider breaches any material term of this Agreement and (A) if such breach can be cured within thirty (30) days after Host's written notice of such breach and Provider fails to so cure, or (B) if a cure can be effected within a longer cure period, Provider fails to commence and pursue said cure within such thirty (30) day period or Provider fails to effect such cure within such longer cure period but not to exceed one hundred twenty (120) days or ceases to pursue such cure; and

v. Any material representation or warranty made by the Provider in this Agreement shall prove to have been false or misleading in any material respect when made and Provider fails to cure or correct the same within thirty (30) days after receipt of written notice from Host.

(b) Host's Remedies.

i. If a Provider Default described in Section 11.1(a)(i) or Section 11.1(a)(ii) has occurred, Host may terminate this Agreement without cost or liability, including, but not limited to, the Early Termination Fee (other than the payment of undisputed sums due and payable under the terms of this Agreement, prior to the termination thereof) and require Provider, upon notice of termination, to remove the System from the Property in compliance with the timeframe specified in Section 2.4 herein upon at least fifteen (15) days prior written notice to Provider;

ii. If a Provider Default described in Section 11.1(a)(iii), Section 11.1(a)(iv) or Section 11.1(a)(v) has occurred and is continuing, Host may terminate this Agreement without cost or liability, including, but not limited to, the Early Termination Fee (other than the payment of undisputed sums due and payable under the terms of this Agreement, prior to the termination thereof) and require Provider, upon notice of termination, to remove the System from the applicable Property in compliance with the timeframe specified in Section 2.4 herein immediately upon the expiration of the respective grace periods set forth in such provisions; and

iii. If a Provider Default described in Section 11.1(a) has occurred and is continuing, Host may exercise any other remedy it may have at law or equity or under this Agreement and require Provider to immediately remove the System from the Property in compliance with the timeframe specified in Section 2.4 herein.

(c) Actions to Prevent Injury. If any Provider Default creates an imminent risk of damage or injury to any Person or any Person's property or a risk of a violation of Applicable Law, then, in addition to any other right or remedy that Host may have, Host may (but shall not be obligated to) take such action as Host deems appropriate to prevent such damage or injury or violation of Applicable Law. Such action may include disconnecting and removing all or a portion of the System.

(d) No termination of this Agreement due to a Provider Default shall limit or waive Host's rights or remedies at law or in equity.

11.2 Host Defaults and Provider's Remedies.

(a) Host Default. The following events shall be defaults with respect to Host so long as continuing (each, a "Host Default"):

i. Host shall (A) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (B) admit in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) make a general assignment for the benefit of its creditors; (D) commence a voluntary case under any bankruptcy law; (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against Host in an involuntary case under any bankruptcy law; or (G) take any corporate or other action for the purpose of effecting any of the foregoing;

ii. A proceeding or case shall be commenced without the application or consent of Host in any court of competent jurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts, or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of Host under any bankruptcy law, and such proceeding or case shall continue undefended, or any order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect for a period of sixty (60) or more days;

iii. Host breaches any material term of this Agreement if (A) such breach can be cured within thirty (30) days after Provider's written notice of such breach and Host fails to so cure, or (B) if a cure can be effected within a longer cure period, Host fails to commence and pursue said cure within such thirty (30) day period or Host fails to effect such cure within such longer cure period but not to exceed one hundred twenty (120) days or ceases to pursue such cure;

iv. Host fails to pay Provider any undisputed amount due Provider under this Agreement within ten (10) days of written notice of such overdue payment;

v. Host takes action that materially and adversely affects the System or the Solar Services and said action were taken without Provider's prior written consent, unless such action is permitted pursuant to Article 10 or Section 11.1(c) of this Agreement.

vi. Host purposefully fails to perform a Host's Interconnection obligation that Host has explicitly agreed to assume, which (a) causes a material breach of the Interconnection Agreement,

(b) continues past the expiration of any cure period provided in the Interconnection Agreement, and (c) adversely effects the operation of the System; and

vii. Any material representation or warranty made by the Host in this Agreement shall prove to have been false or misleading in any material respect when made and fails to correct the same within thirty (30) days after receipt of written notice from Provider.

(b) Provider's Remedies.

i. If a Host Default described in Section 11.2(a)(i) or Section 11.2(a)(ii) has occurred, Provider may terminate this Agreement upon at least fifteen (15) days prior written notice to Host.

ii. If a Host Default described in Section 11.2(a)(iii), Section 11.2(a)(iv), Section 11.2(a)(v), Section 11.2(a)(vi), or Section 11.2(a)(vii) has occurred and is continuing, Provider may terminate this Agreement only immediately upon the expiration of the respective grace periods set forth in such provisions.

iii. If any Host Default described in Section 11.2(a) has occurred and is continuing, and this Agreement is terminated with respect to the System: (A) Provider may (i) cease the provision of all Solar Services and (ii) remove the System from the Property in compliance with the conditions of Section 2.4 herein, (B) Host shall pay the greater of (1) the Early Termination Fee (Termination Value) with respect to the System as set forth in Schedule 4 Column 1 of the Appendix, and (2) the Fair Market Value of the System, plus any other sums owed to Provider resulting from unpaid invoices. The amounts described in clause (B) shall constitute full and liquidated damages for Host's Default.

(c) Actions to Prevent Injury. If any Host Default creates an imminent risk of damage or injury to any Person or any Person's property or violation of Applicable Law, then in any such case, in addition to any other right or remedy that Provider may have, Provider may (but shall not be obligated to) take such action as Provider deems appropriate to prevent such damage or injury or violation of Applicable Law. Such action may include temporarily disconnecting and removing all or a portion of the System, in compliance with the conditions of Section 2.4 herein, or suspending System operation.

11.3 Removal of System. Upon any termination of this Agreement with respect to the System pursuant to this Article 11, Provider shall remove the applicable System pursuant to Section 2.4 hereof, absent (to the extent applicable) any purchase of the System pursuant to Section 2.2 hereof.

12. DISPUTE RESOLUTION.

12.1 Resolution by Parties. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to the Agreement or the breach, interpretation, termination or validity thereof (a "Dispute") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to legal proceedings in accordance with Section 12.2; provided, however, that if the Dispute involves the amount of an invoice and after

ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to legal proceedings in accordance with Section 12.2.

12.2 Governing Law.

(a) This Agreement has been delivered in, and shall in all respects be governed by, and construed in accordance with, the laws of the State of Connecticut applicable to agreements made and to be performed entirely within such State.

(b) Each Party hereby irrevocably agrees, accepts and submits itself to the non-exclusive jurisdiction of the courts of the State of Connecticut in the city of Bridgeport and county of Fairfield and of the United States District Court for the District of Connecticut in Bridgeport, in connection with any legal action, suit or proceeding with respect to any matter relating to or arising out of or in connection with this Agreement or any other transaction or document related to this Agreement.

13. LIMITATION OF LIABILITY. NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR, LOSSES OR DAMAGES FOR LOST REVENUE, LOST INCOME, LOST PROFITS, LOST BUSINESS OR ANY BUSINESS INTERRUPTION WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS OR RELATIONSHIP BETWEEN THE PARTIES CONTEMPLATED UNDER THIS AGREEMENT OR ANY SCOPE OF WORK, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, A PARTY'S MAXIMUM LIABILITY TO THE OTHER PARTY SHALL BE LIMITED, IN THE AGGREGATE, TO THE CONTRACT PRICE, EXCEPT WITH REGARD TO ANY EARLY TERMINATION FEE, INDEMNITY OBLIGATIONS AND BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 16.

14. ASSIGNMENT.

14.1 Assignment by Provider. Except for the provisions in Section 14.3, Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host; provided, however, that, without the prior consent of Host, Provider may (i) make an Assignment to an Affiliate of Provider (provided that such Assignment shall not release Provider from its obligations and liabilities hereunder without the consent of Host, with such consent not to be unreasonably withheld or delayed), (ii) make an Assignment through merger, consolidation or sale of all or substantially all of Provider's stock or assets including the System (provided that such assignee meets the qualifications set forth in clauses (x) and (y) of the next sentence in this Section 14.1), or (iii) sell, transfer, assign or pledge its interest in the System or any monies due under this Agreement to Provider's Lender (provided that Host will not pay to a third party any monies owed hereunder without the advance written direction of Provider) or its designee. Host's consent to any other Assignment shall not be

unreasonably withheld or delayed if Host has been provided with reasonable proof that the proposed assignee: (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to the Solar Services; and (y) has the financial capability to maintain the System and provide the Solar Services in the manner required by this Agreement and after the Assignment will own the System. A direct assignee from Provider of this Agreement (other than the Lender or its designee) shall assume in writing, in form and content reasonably satisfactory to Host, the due performance of all Provider's obligations under this Agreement, including any accrued obligations at the time of the Assignment.

Other than to or with a Lender, Provider will not sell or lease the System to any Person unless it also assigns all of its rights and obligations hereunder to such Person and such Assignment is permitted by this Section 14.1.

Assignments or transfers not in compliance with this Section will be void and ineffective. No assignment permitted hereunder will relieve a Party of any of its obligations hereunder, except as explicitly provided for hereunder.

In connection with an assignment pursuant to this Section 14.1, Host agrees to execute and upon request of Provider, record with the appropriate municipality any consent, estoppel, memorandum or acknowledgement in form and substance reasonably acceptable to Provider's Lender.

14.2 Assignment by Host.

(a) With the exception of the circumstances in Section 14.2(b) with respect to disposal of Property, Host shall not assign its interests in this Agreement, nor any part thereof, without Provider's prior written consent, which consent shall not be unreasonably withheld; provided, however, that, without the prior consent of Provider, (i) Host may make an Assignment to an Affiliate of Host ("Affiliate Assignee") with respect to all or part of the Property and Agreement if such Affiliate Assignee has, as reasonably determined by Provider, the financial capability to perform its obligations under this Agreement or furnishes adequate Security (as defined below), or (ii) Host may make an Assignment by operation of law through merger, consolidation or sale of all or substantially all of Host's stock or assets, (A) provided the unsecured debt of such Person surviving such merger, consolidation or sale is rated not less than the Minimum Credit Rating or (B) such Person furnishes adequate Security, and under both (A) and (B) no Host Event of Default exists hereunder after giving effect to such merger, consolidation or sale. A direct assignee under clause (i) from Host of this Agreement shall assume in writing, in form and content reasonably satisfactory to Provider, the due performance of all Host's obligations under this Agreement or of a guarantor of Host under a payment and performance guarantee, including any accrued obligations at the time of the Assignment. A copy of the Assignment agreement, fully executed and acknowledged by the assignee, together with a certified copy of a properly executed resolution (or other corporate or municipal action) authorizing such Assignment agreement, shall be sent to Provider not less than thirty (30) days before the effective date of such Assignment. If Host or Affiliate Assignee makes an assignment pursuant to (i) or (ii) above, Host or Affiliate Assignee, as applicable, shall be released from its obligations hereunder. Without Provider's consent, Host may elect (by written notice thereof) to assign the Agreement to the Affiliate but not be released and therefore remain liable with the Affiliate for all amounts and other obligations owed to the Provider under the Agreement. In order for a Qualified Purchaser (as defined below) or other

acquiring party to assume all obligations under this Agreement, such Qualified Purchaser or other acquiring party must execute a separate agreement or agreements with Provider, reasonably satisfactory to Provider and its Lender, which agreements or agreements shall obligate such Qualified Purchaser to assume or agree to substantially the same economic and legal terms as provided in the Agreement (including all future payment and performance obligations), resulting in the same economic benefits and obligations for Provider with respect to the Property as if the Agreement has remained in effect (the “Replacement Agreement”).

(b) If Host elects to dispose of the Property, the Agreement shall not terminate as to the Property and Host may elect (by prior written notice to Provider) among the following alternatives:

i. Host may cause the acquiring party to assume all obligations under the Agreement with respect to such Property in the manner set forth below and if the unsecured debt of the acquiring party is rated by Moody’s and S&P not less than the Minimum Credit Rating or the acquiring party otherwise has the financial capability to perform its obligations under the Replacement Agreement, as reasonably determined by both Parties, or furnishes a letter of credit (the “Security”) in the amount of the total estimated rental payments for Solar Services for the remaining Term (as such amount shall be reduced on a quarterly basis) (a “Qualified Purchaser”), Host shall be released from its obligations hereunder; or

ii. Host may elect to assign the Agreement to the acquiring party but not be released and therefore remain liable with the acquiring party for all amounts and other obligations owed to the Provider under the Agreement with respect to the transferred Property.

(c) In order for a Qualified Purchaser or other acquiring party to assume all obligations under this Agreement with respect to such Property, such Qualified Purchaser or other acquiring party must execute (i) a separate assignment and assumption agreement for all of Host’s obligations hereunder, or (ii) a separate agreement or agreements with Provider, reasonably satisfactory to Provider and its Lender, which agreements or agreements shall obligate such Qualified Purchaser to assume or agree to substantially the same economic and legal terms as provided in the Agreement (including all future payment and performance obligations) with respect to the Property, resulting in the same economic benefits and obligations for Provider with respect to the Property as if the Agreement has remained in effect with respect to the Property. Notwithstanding the foregoing, a Qualified Purchaser or other acquiring party may not assume such obligations if such assumption cannot be achieved without loss to Provider of any regulatory “self-generation” exception, or any loss of subsidy payments unless Provider is compensated for such loss as is identified at the time of the assignment. If Host elects to proceed under paragraph (b)(ii) and not be released, Host shall, prior to the effectiveness of any such transfer, execute a separate agreement with Provider, satisfactory to Provider and its Lender, confirming its continuing obligations.

14.3 Lender Accommodations. Host acknowledges that Provider will be financing the acquisition and installation of the System with third-party financing arrangements or through a “sale/leaseback” or “partnership-flip” financing of the System from or to one or more financial institutions and that Provider’s obligations will be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. Host shall have no obligation to grant Lender or any Provider assignee any different or greater rights in the event of an assignment by Provider than Provider would have under this Agreement; provided that Host

agrees to enter into the customary Lender accommodations set forth in Section 14.3, which is a requirement of any such financing. Subject to the foregoing, in the event of an assignment by Provider, the assignee or Lender shall have substantially the same rights and obligations under this Agreement as would Provider hereunder. In order to facilitate such necessary financing, and with respect to any such financial institutions of which Provider has notified Host in writing (each, a “Lender”), Host agrees as follows:

(a) Consent to Collateral Assignment. Host consents to the collateral assignment by Provider to the Lender, of the Provider’s right, title and interest in and to this Agreement. The assignment shall be subject to the provisions of this Agreement. Host agrees to execute with the Lender a form of consent and agreement which shall be in substantial form and substance as set forth in Exhibit D.

(b) Rights Upon Event of Default.

i. The Lender, as collateral assignee, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider 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, or the owner of the System, generally with respect to this Agreement and the System; provided that any Assignment or transfer of this Agreement shall only be made to a Qualified Assignee.

ii. 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 Provider thereunder or cause to be cured any default of Provider thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Provider under this Agreement or (unless the Lender has succeeded to Provider’s interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so; provided that if the Lender, directly or indirectly, takes possession of, or title to, the System pursuant to possession by a receiver or title by foreclosure, then the Lender will (a) cure any Provider Defaults hereunder to the extent that such defaults are capable of being cured by Lender, as a condition to such taking of possession or title, and (b) assume all of Provider’s pre-existing, current and future obligations under this Agreement.

iii. Upon the exercise of remedies under its security interests or enforcement rights in the System, including any sale thereof by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Lender (or any Qualified Assignee) in lieu thereof, the Lender shall (A) cause the purchaser or transferee of the System to assume all of the Provider’s rights and obligations under this Agreement and (B) give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement.

iv. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, (A) at the request of Lender made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Lender or its Qualified Assignee having the same terms and conditions as this Agreement and (B) Lender shall or shall cause its Qualified Assignee to enter into a new agreement

with Host having the same terms and conditions as this Agreement if Host so requests within ninety (90) days after such termination.

v. “Qualified Assignee” means a business organization (i) with at least three (3) years’ experience in the operation and management of commercial solar generating systems of similar size and complexity of the System or (ii) managed by individuals having at least three (3) years’ experience in the operation and management of commercial solar generating systems of similar size and complexity of the System and (iii) that has an unsecured debt rating by Moody’s and S&P not less than the Minimum Credit Rating or otherwise has the financial capability to perform its obligations under the Agreement in Host’s reasonable judgment.

(c) Acknowledgement and Confirmation. Host shall provide an Acknowledgement and Confirmation in the form of Exhibit B or Exhibit B-1, as applicable, attached hereto, from Host’s landlord or Host, as the case may be, that Provider has the right to install the System set forth in the Agreement and the Agreement does not prohibit Provider’s grant of the Security Interest, and further acknowledging that the System is personal property of Provider and ownership thereof shall remain with Provider.

(d) Right to Cure.

i. Host will not exercise any right to terminate or suspend this Agreement unless it shall have 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 such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider 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, such period not to exceed an additional ninety (90) days. The Parties’ respective obligations will otherwise remain in effect during any cure period.

ii. If the Lender or its Qualified Assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Provider’s assets and shall, within the time periods described in Section 14.3(d)(i) above, 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 or entity, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(e) Host acknowledges and agrees that Provider may change the Lender at any time, in Provider’s sole discretion, and Host shall abide by such new contact information and payment directions as instructed by Provider.

15. NOTICES.

15.1 Notice Addresses. Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:

If to Provider:

c/o Greenskies Clean Energy LLC
127 Washington Avenue
West Building Lower Level
North Haven, CT 06473

Telephone: 860-398-5408
Email: legal@greenskies.com
Attn: Legal Department

If to Host:

Valerie Bruneau
35 School Road
Andover, CT 06232

E-mail: bruneauv@andoverelementaryct.org

With a copy to:

Or at such other address as may be designated in writing to the other Party (and the Lender).

15.2 Notice. Unless otherwise provided herein, any notice provided for in this Agreement shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or by email and shall be deemed delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of receipt, on the Business Day after being sent when sent by overnight delivery service (Saturdays, Sundays and legal holidays excluded), or five (5) Business Days after deposit in the mail when sent by U.S. mail.

15.3 Notices of Default. Host will deliver to the Lender, concurrently with delivery thereof to Provider, a copy of each notice of default or other written notice given by Host under this Agreement, inclusive of, in the case of a notice of default, a reasonable description of Provider Default. Notwithstanding the foregoing, no such notice shall be effective absent delivery to the Lender.

15.4 Address for Invoices. All invoices under this Agreement shall be sent to the address provided by Host. Invoices shall be sent by regular first class mail postage prepaid, or electronically as mutually agreed upon by the Parties.

16. CONFIDENTIALITY.

16.1 Confidentiality Obligation. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Host's business ("Confidential Information") to

the other or, if in the course of performing under this Agreement or negotiating this Agreement, a Party learns Confidential Information regarding the other Party, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the above, a Party may provide such Confidential Information to its officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “Representatives”), and Affiliates, Lenders, and potential assignees of this Agreement or purchasers of the property of Provider (provided and on condition that such potential assignees or purchasers be bound by a written agreement restricting use and disclosure of Confidential Information), in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired upon the request of the disclosing Party.

16.2 Permitted Disclosures. Notwithstanding any other provision herein, Confidential Information shall not include, and neither Party shall be required to hold confidential, any information that:

- (a) becomes publicly available other than through the receiving Party;
- (b) is required to be disclosed by a Governmental Authority, under Applicable Law or pursuant to a validly issued subpoena or required filing, but a receiving Party subject to any such requirement shall immediately notify the disclosing Party of such requirement;
- (c) is independently developed by the receiving Party; or
- (d) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

16.3 Goodwill and Publicity.

(a) Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party, which may be withheld in such Party’s sole discretion, except for public announcement regarding the systems by the Host. At no time will any Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party in connection with this agreement.

(b) To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Host, if engaged in commerce and/or trade, shall submit to Provider for approval any press releases regarding Host’s use of solar renewable energy from the System and shall not submit for publication any such releases without the written approval of Provider. Approval shall not be

unreasonably withheld, and Provider's review and approval shall be made in a timely manner to permit Host's timely publication. Host and Provider may by mutual written agreement set forth specific statements that may be used by Host in any press releases that address Host's use of solar or renewable energy from the System.

16.4 Enforcement of Confidentiality Obligation. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Article 16 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that, no adequate remedy exists for such breach and therefore the disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Article 16. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 16, but shall be in addition to all other remedies available at law or in equity.

17. INDEMNITY.

17.1 Provider's Indemnity. Subject to the provisions of Article 13, Provider agrees that it shall indemnify and hold harmless Host, its elected officials, officers, agents or representatives, as well as Host's permitted successors and assigns and their respective elected officials, officers, agents or representatives (collectively, the "Host Indemnified Parties") from and against any and all Losses incurred by the Host Indemnified Parties to the extent arising from or out of: (i) any claim for or arising out of any injury to or death of any Person to the extent arising out of Provider's negligence or willful misconduct; (ii) loss or damage to property of any Person to the extent arising out of Provider's negligence or willful misconduct; and (iii) any acts or omissions of Provider that cause a breach of the Interconnection Agreement. Provider shall not, however, be required to reimburse or indemnify any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Host Indemnified Party.

17.2 Host's Indemnity. Subject to the provisions of Article 13, Host agrees that it shall indemnify and hold harmless Provider, its directors, officers, members, shareholders, employees, subcontractors, agents or representatives, assignees or lessors, as well as Provider's permitted successors and assigns and their respective directors, officers, members, shareholders and employees (collectively, the "Provider Indemnified Parties") from and against any and all Losses incurred by the Provider Indemnified Parties to the extent arising from or out of: (i) any claim for or arising out of any injury to or death of any Person to the extent arising out of Host's negligence or willful misconduct; (ii) loss or damage to property of any Person to the extent arising out of Host's negligence or willful misconduct; and (iii) any acts or omissions of Host that cause a breach of the Interconnection Agreement. Host shall not, however, be required to reimburse or indemnify any Provider Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any Provider Indemnified Party.

17.3 Indemnification Procedure.

(a) Whenever any claim arises for indemnification under this Agreement, the Person who has the right to be indemnified (the "Indemnified Party") shall notify the Person who has the indemnification obligation (the "Indemnifying Party") in writing as soon as practicable (but in any

event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the “Notice of Claim”). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to such indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(b) If the facts giving rise to any such indemnification shall involve any actual or threatened claim or demand by any third party (including an inquiry or audit by any Governmental Authority with respect to any period in whole or in part prior to the date of this Agreement) against the Indemnified Party or any possible claim or demand by the Indemnified Party against any such third party, the Indemnifying Party shall (without prejudice to the right of the Indemnified Party to participate at its expense through counsel of its own choosing) defend such claim in the name of the Indemnified Party at the Indemnifying Party’s expense and through counsel of its own choosing. The Parties shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony and attend such conferences and discovery as reasonably requested in connection therewith.

(c) Notwithstanding the Indemnifying Party’s obligation to assume and conduct the defense of a claim for indemnification with counsel of its choice, the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to a claim for indemnification without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld) unless the judgment or proposed settlement involves the payment of money damages and does not impose an injunction or other equitable relief upon the Indemnified Party or any acknowledgment of the validity of any claim. Until the Indemnifying Party assumes the defense of a claim of indemnification arising out of a third party claim, the Indemnified Party may defend against the third party claim in any manner it may deem reasonably appropriate; provided that in no event shall the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the third party claim without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld).

(d) At the time that the Indemnifying Party makes any indemnification payment under this Agreement, the indemnification payment shall be adjusted such that the indemnification payment will result in the Indemnified Party receiving an amount equal to such indemnity payment, after taking into account (i) all national, state, and local income taxes that are actually payable by the Indemnified Party with respect to the receipt of such indemnity payment, and (ii) all national, state, and local income tax deductions allowable to the Indemnified Party for any items of loss and deduction for which the Indemnified Party is being indemnified.

18. INSURANCE.

18.1 Generally. Host and Provider shall each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies: (a) Workers’ Compensation Insurance as may be from time to time required under applicable federal and state law, and (b) Commercial General Liability Insurance with limits of not less than \$2,000,000 general aggregate, \$1,000,000 per occurrence. Each of Provider’s insurance policy shall state that the insurance company shall investigate and defend the Host against all damages, even if groundless.

18.2 Property Loss Coverage for the System. The Provider shall carry adequate property loss insurance on the System; Host shall not be required to provide property coverage for the System. The amount and terms of such insurance coverage will be determined at Provider's reasonable discretion.

18.3 Certificates of Insurance. Each Party shall furnish current certificates evidencing that the insurance required under Section 18.1 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party thirty (30) days written notice before the insurance is cancelled or materially altered.

18.4 Additional Insureds. Each Party's insurance policy shall be written on an occurrence basis and the Providers insurance policy shall include the Host as an additional insured on said policy.

18.5 Insurer Qualifications. All insurance maintained hereunder shall be maintained with companies either rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated) or having a parent company's debt to policyholder surplus ratio of 1:1.

19. MISCELLANEOUS.

19.1 Integration; Exhibits, Schedules and Appendices. This Agreement, together with the Exhibits, Schedules and Appendices attached hereto, constitutes the entire agreement and understanding between Provider and Host with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof. The Exhibits, Schedules and Appendices attached hereto are integral parts hereof and are made a part of this Agreement by reference.

19.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Provider and Host.

19.3 Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, Prudent Industry Practices shall be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings shall be so construed.

19.4 Cumulative Remedies. Except as set forth to the contrary herein, any right or remedy of Provider or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

19.5 Limited Effect of Waiver. The failure of Provider or Host to enforce any of the provisions of this Agreement, or the waiver thereof, shall not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance or of any other provision in any instance.

19.6 Survival. The obligations under Sections 2.4 (Removal of System), Section 7.1(d) (Provider Covenant), Sections 7.2(d), (e), (f), (g) and (h) (Host Covenants), Section 8.4 (Exclusion of Warranties), Article 9 (Taxes and Governmental Fees), Article 12 (Dispute Resolution), Article 13 (Limitation of Liability), Article 15 (Notices), Article 16 (Confidentiality), Article 17

(Indemnification), Article 19 (Miscellaneous), or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.

19.7 Severability. If any term, covenant or condition in this Agreement shall, to any extent, be invalid or unenforceable in any respect under Applicable Law, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law and, if appropriate, such invalid or unenforceable provision shall be modified or replaced to give effect to the underlying intent of the Parties and to the intended economic benefits of the Parties.

19.8 Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19.9 Successors and Assigns. This Agreement and the rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of Provider and Host and their respective permitted successors and assigns. Except for the rights of Lender under this Agreement, and for express beneficiaries under the indemnity provisions in Article 17 of this Agreement, nothing in this Agreement shall provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

19.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

19.11 Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, default, misrepresentation, or breach in connection with any of the provisions of this Agreement, except as expressly excluded in this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, expenses expert witness fees, and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.

19.13 Liquidated Damages Not Penalty. Host acknowledges that the Early Termination Fee constitutes liquidated damages, and not penalties, in lieu of Provider's actual damages resulting from the early termination of this Agreement. Host further acknowledges that Provider's actual damages may be impractical and difficult to accurately ascertain, and in accordance with Host's rights and obligations under this Agreement, the Early Termination Fee constitutes fair and reasonable damages to be borne by Host in lieu of Provider's actual damages.

19.14 No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

19.15 Non-Dedication of Facilities. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a Governmental Authority that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Provider does not become subject to any such regulation.

19.16 Further Assurances. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Host have executed this Agreement as of the Effective Date.

“PROVIDER”:

GREENSKIES CLEAN ENERGY LLC

By: _____

Name: Stanley Chin

Title: Chief Executive Officer

Date:

**“HOST”:
EDUCATION**

TOWN OF ANDOVER BOARD OF

By: _____

Name: _____

Title: _____

Date:

EXHIBIT A
to
Solar Power & Services Agreement

ACKNOWLEDGEMENT AND CONFIRMATION

This Acknowledgement and Confirmation, dated as of _____, 20____ (this “Acknowledgement”), is made by the Town of _____, a Connecticut municipality, the “Host” under that certain Solar Power & Services Agreement dated as of _____, 2023 (as amended from time to time, the “Agreement”) with Greenskies Clean Energy LLC, a Delaware limited liability company (“Provider”). This Acknowledgement is provided pursuant to Section 14.3 of the Agreement to the Provider and Lender (as defined in the Agreement). Capitalized terms not defined herein shall have the definitions assigned to them in the Agreement.

The solar photovoltaic system (the “System”) to be installed, operated and maintained by Provider pursuant to the Agreement is to be located at Host’s facility at - _____ the “Property”).

1. Acknowledgement of Collateral Assignment:

(a) Host acknowledges the collateral assignment by Provider to the Lender, of Provider’s right, title and interest in, to and under the Agreement, as consented to under Section 14.3(a) of the Agreement.

(b) The Lender as such collateral assignee shall be entitled to exercise any and all rights of lenders generally with respect to the Provider’s interests in the Agreement, including those rights provided to Lenders in Section 14.3 of the Agreement. Lender’s rights shall at all times be subject to the obligations under stated in Section 14.3 of the Agreement.

(c) Host acknowledges that it has been advised that Provider has either granted a first priority security interest in the System to Lender or sold the System to Lender and that Lender has relied upon the characterization of the System as personal property, as agreed in the Agreement in accepting such security as collateral for its financing of the System.

(d) Until further written notice, Host agrees to make all payments due Provider under the Agreement by remitting such payments to the account specified below:

2. Confirmation. Host confirms as of the date hereof the following matters for benefit of the Lender except as disclosed herein:

(a) To Host’s knowledge, there exists no event or condition which constitutes a default, or that would, with the giving of notice or lapse of time, constitute a default, under the Agreement.

(b) Host has reviewed and approved anticipated Provider's installation work schedule for the Property including a preliminary list of System equipment.

(c) Host is aware of no existing Lease, mortgage, security interest or other interest in or lien upon the Property which could attach to the System as adverse to Lender's security interest therein.

3. Third-Party Beneficiary. Lender shall be a third-party beneficiary to this Acknowledgement with full right and authority to enforce the provisions hereof.

HOST:

Town of Andover Board of Education

By: _____
Name: _____

Title: _____

Date: _____

PROVIDER:

Greenskies Clean Energy LLC

By: _____
Name: _____

Title: _____

Date: _____

EXHIBIT B
to
Solar Power & Services Agreement
(Independent Landlord)

FORM OF OWNER ACKNOWLEDGEMENT AND CONFIRMATION

This Owner Acknowledgement and Confirmation, dated as of _____, 20____ (this "Acknowledgement"), is made by [_____], (the "Owner") to Greenskies Clean Energy LLC (the "Provider"). Owner is the owner of real property situated at _____ (the "Premises"). The Property is leased to the Town of _____ ("Host") by the certain Lease dated _____, 20____ by and between Owner and Host (the "Lease").

Owner has been made aware of the Solar Power & Services Agreement dated as of _____, 2023 (the "Agreement") between Host and Provider pursuant to which a solar photovoltaic system (the "System") is to be installed, operated and maintained by Provider at Owner's facility (the "Building") at the Property. The System will be connected to the electrical system of the Building as a supplemental source of electrical power. Any capitalized terms not defined herein shall have the definitions assigned to them in the Agreement.

Host has caused Owner to provide this Acknowledgement to Lender (as defined in the Agreement), Host and Provider. Lender is providing financial accommodations to Provider to finance the installation of the System. Owner has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the System to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the System as personal property only, and not as a fixture. A prophylactic fixture filing will also be filed with regard to the System.

Owner hereby acknowledges and confirms to Lender following matters with respect to the Property:

(a) Provider has the right to install the System set forth in the Agreement and the Agreement does not prohibit Provider's grant of the Security Interest.

(b) To the best of Owner's knowledge, the granting of the Security Interest will not violate any term or condition of the Lease, or any covenant, restriction, lien, financing agreement, or security agreement to which Owner is a party.

(c) Owner acknowledges that Section 5.4 of the Agreement states that, as between the Parties, the System is personal property and Lender has relied upon the characterization of the System in such Section 5.4 in accepting the Security Interest as collateral for its financing of the System;

provided that Owner is not making any representation about the legal characterization of the System as personal property under any law.

(d) Assuming the validity of the System classification as personal property, Owner is aware of no existing Lease, mortgage or security interest to which Owner or its affiliates are a party or by which the Property or Building is bound that would constitute a lien or security interest in the System as an interest adverse to Lender's Security Interest therein.

(e) Owner covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien or security interest therein.

(f) Owner disclaims any right to receive Tax Attributes or Environmental Attributes.

OWNER

[Name of Owner]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B-1
to
Solar Power & Services Agreement
(Host Landlord)

FORM OF OWNER ACKNOWLEDGEMENT AND CONFIRMATION

This Owner Acknowledgement and Confirmation, dated as of _____, 20__ (this "Acknowledgement"), is made by the Town of _____, a Connecticut municipality ("Owner"). Owner is the owner of real property situated at _____ (the "Premises").

Owner is party to that certain Solar Power & Services Agreement dated as of _____, 2023 (the "Agreement") between Owner and Greenskies Clean Energy LLC ("Provider") pursuant to which a solar photovoltaic system (the "System") is to be installed, operated and maintained by Provider at Owner's facility (the "Building") at the Premises. The System will be connected to the electrical system of the Building as a supplemental source of electrical power. Owner is the "Host" under the Agreement

This Acknowledgement is provided pursuant to Section 14 of the Agreement to Provider and Lender (as defined in the Agreement), which is providing financial accommodations to Provider to finance the installation of the System. Owner has been advised that part of the collateral securing such financial accommodations is the granting of a first priority security interest (the "Security Interest") in the System to Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code. The Security Interest will cover the System as personal property only, and not as a fixture. A prophylactic fixture filing will also be filed with regard to the System.

Owner hereby acknowledges and confirms to Lender the following matters with respect to the Premises:

(a) Provider has the right to install the System set forth in the Agreement and the Agreement does not prohibit Provider's grant of the Security Interest.

(b) To the best of Owner's knowledge, the granting of the Security Interest will not violate any term or condition of any covenant, restriction, lien, financing agreement, or security agreement to which Owner is a party.

(c) Owner acknowledges that Section 5.4 of the Agreement states that, as between the Parties, the System is personal property and Lender has relied upon the characterization of the System in such Section 5.4 in accepting the Security Interest as collateral for its financing of the System; provided that Owner is not making any representation about the legal characterization of the System as personal property under any law.

(d) Assuming the validity of the System classification as personal property, Owner is aware of no existing lease, mortgage or security interest to which Owner or its affiliates are a party or by

which the Premises or Building is bound that would constitute a lien or security interest in the System as an interest adverse to Lender's Security Interest therein.

(e) Owner covenants that it will not (i) assert or affirmatively claim or represent in any agreement or contract that the System is not personal property or is not owned by Provider or Lender, or (ii) enter into any security agreement or similar document that specifies the System as being part of the collateral for the lien or security interest therein.

(f) Owner disclaims any right to receive Provider EAs or Environmental Attributes.

OWNER:
TOWN OF _____

By: _____
Name: _____
Title: _____

EXHIBIT C
to
Solar Power & Services Agreement

FORM OF INVOICE



Greenskies
10 Main Street
Suite E
Middletown, CT 06457
(860) 398-5408

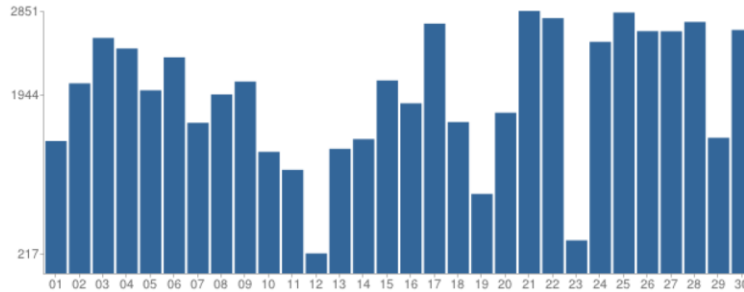
Solar Services Invoice

Billing Date: May 01, 2013
Billing Period: Apr 01, 2013 - May 01, 2013
Due Date: May 17, 2013

Invoice #
XXXX Store #XXX
1 Main St
Anytown, CT 06000

Meter	Apr 1 kWh Reading	May 1 kWh Reading	Period kWh
XXXX Store #XXX	XXXXXX	XXXXXXX	XXXXXX
TOTAL	XXXXXX.0	XXXXXXX.0	XXXXXX.0

Electric Rate \$0.XX/kWh
Solar Service Charges \$X,XXX.XX
Sales Tax if applicable
TOTAL DUE \$X,XXX.XX



Questions about your bill?

www.greenskies.com
info@greenskies.com

Legal

Greenskies will assess a late payment charge on the unpaid portion of a bill. The current interest charge is 1% of the past due balance. A balance is considered past due if payment is not received in accordance with the Power Purchase Agreement between your and a Single Purpose Entity.

EXHIBIT D
to
Solar Power & Services Agreement

Form of Consent
CONSENT TO COLLATERAL ASSIGNMENT OF SOLAR PROJECT DOCUMENTS
AND EQUIPMENT SUBORDINATION

This Consent to Collateral Assignment of Solar Project Documents and Equipment Subordination, dated as of _____, 2023 (this “Consent”), is made by _____ (“Host”), and _____ (“Company”), and is provided for the benefit of KeyBank National Association (“Construction Lender”) and Key Equipment Finance, a division of KeyBank National Association (“SLB Lessor”), in connection with those certain solar project documents (“Solar Project Documents”) identified in **Exhibit A** to this Consent, and relates to the solar photovoltaic systems (“Systems”) located at the sites (“Sites”) identified and described in **Exhibit B** to this Consent.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Solar Project Documents. The term “Key,” as used in this Consent, shall refer to Construction Lender prior to the Sale Leaseback Transaction (as such term is defined herein) for a specific System, and to SLB Lessor on or after the Sale Leaseback Transaction for the specific System.

1. Acknowledgment and Consent.

a. Host acknowledges that Company is entering into a construction financing agreement with Construction Lender to finance the building of one or more Systems (“Construction Financing”) and will enter into one or more sale-leaseback transactions (each a “Sale Leaseback Transaction”, collectively the “Sale Leaseback Transactions”) with KEF, whereby Company will sell its rights, interests and obligations in and to the Systems to KEF, and in connection therewith KEF will lease the Systems to Company (collectively, the “Transactions”).

b. Host acknowledges that, as a part of the Transactions, Company shall assign the Solar Project Documents to [Clean Focus Entity], or a sister entity thereto, not long after the date hereof, and may subsequently further assign the Solar Project Documents to another sister entity in connection with the Transactions (collectively the “Provider Assignees”).

c. In order to secure its obligations under the Transactions, Company (i) is collaterally assigning and granting to Construction Lender a first-priority security interest in all of Company’s right, title and interest in, to and under the Solar Project Documents including, without limitation, all of Company’s rights to receive payments under or with respect to the Solar Project Documents, in connection with the Construction Financing, and (ii) in connection with the Sale Leaseback

Transactions (A) will convey the Systems to SLB Lessor, (B) will collaterally assign and grant to SLB Lessor a first-priority security interest in **all of Company's right, title and interest in, to and under the** Solar Project Documents (to the extent the security interest of Construction Lender is released) including, without limitation, all of Company's rights to receive payments under or with respect to the Solar Project Documents, (C) is assigning and granting a non-exclusive license to the access rights set forth in the Solar Project Documents, and (D) acknowledging and agreeing that the Key shall not be bound by the terms of the Solar Project Documents unless and until Key becomes a party to such Solar Project Documents.

d. To the extent consent is not already granted in the Solar Project Documents, Host consents to the transactions set forth in subparts (a) through (c) above.

2. Key's Rights. Notwithstanding any contrary term in the Solar Project Documents:

a. Key shall be entitled to exercise any and all rights of secured parties generally with respect to the Solar Project Documents.

b. Host agrees that Host will provide to Key notice of any default by Company and other material notices under the Solar Project Documents and will permit Key the same cure periods as are available to Company under the Solar Project Documents, provided that Key shall have ninety (90) days from the date of said notice to cure any default so long as Key is diligently proceeding to cause a cure; and further provided that any period to cause a cure shall be tolled if Key is prohibited from curing any default due to bankruptcy of Company or by any other process, stay or injunction issued by any court or governmental authority.

c. If, in connection with the exercise of any of its rights and remedies, Key elects to exercise step-in rights under the Solar Project Documents, Key shall use commercially reasonable efforts to ensure that the System remains under the care of a Qualified Operator. A "Qualified Operator" is a business organization which has the skillset and experience to operate and service the System in accordance with the terms of the Solar Project Documents.

d. If Key transfers Company's interests in the Solar Project Documents to a third party (an "Assignee"), so long as the Assignee is also a Qualified Operator, (i) Host shall recognize the respective Assignee as the counterparty under the Solar Project Documents; (ii) Host shall continue to perform its obligations under the Solar Project Documents in favor of such Assignee; and (iii) Key shall be released from any further liability thereunder (other than those obligations arising prior to the date of such assignment or those obligations that are not assumed).

3. Representations and Warranties of Host. Host hereby represents and warrants to Key as follows:

a. Host is duly organized, validly existing and in good standing under the laws of the _____ and has all requisite power and authority to execute and deliver, and to perform its obligations under, the Solar Project Documents and this Consent;

b. The execution, delivery and performance by Host of this Consent have been duly authorized by all necessary action and, as of the date hereof, do not require any further

consents or approvals that have not been obtained;

c. The execution, delivery and performance by Host of this Consent will not (i) violate any provision of any law, regulation, order, judgment, injunction or similar matters applicable to it; or (ii) conflict with, result in a breach of or violate any of the terms, conditions or provisions of Host's formation, constituent or governing documents;

d. This Consent and the Solar Project Documents are legal, valid and binding obligations of Host enforceable against Host in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general;

e. As of the date hereof, Host has no knowledge of a Force Majeure event having occurred under the Solar Project Documents; and

f. As of the date hereof, Host has not taken any official action or entered into any approval to exercise any purchase option available to Host in connection with the Systems.

4. Representations and Warranties of Company. Company hereby represents and warrants to Key and Host as follows:

a. Company has the full power, authority and legal right to execute, deliver and perform its obligations under this Consent and the Solar Project Documents. This Consent has been duly executed and delivered by Company, and this Consent and the Solar Project Documents are legal, valid and binding obligations of Company enforceable against Company in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights in general.

b. Company agrees, and Key acknowledges, that the Systems' specifications listed in **Exhibit B** are correct.

Confirmation and Agreement. Host confirms the following matters for the benefit of Key with respect to the Solar Project Documents and the Systems:

c. To Host's knowledge, there exists no default or event or condition that would, with the giving of notice or lapse of time, constitute a default under the Solar Project Documents, and each of Company and Host has fulfilled all of its respective obligations under the Solar Project Documents to the extent such obligations are required to be performed as of the date hereof.

d. Host owns the Sites where the Systems have been or will be installed. Host acknowledges and agrees that the Site specifications in **Exhibit B** are correct. [If Host is a Lessee and not a Site Owner: Host confirms that it has a leasehold interest in the Sites, pursuant to that [Site Control Document] with [Landlord] and such leasehold interest is sufficient for Host to fulfill its obligations under the Solar Project Documents. Host further confirms that it has entered into a non-disturbance agreement with [Landlord] wherein [Landlord] (i) disclaims all ownership in the Equipment, (ii) agrees that, provided Company is not in default, Company's right to undisturbed possession of the Site shall not be infringed for the term of the Solar Project Documents, and (iii) both Construction Lender and SLB Lessor are each a third party beneficiary of such non-

disturbance agreement].

e. The interest of Key in the Systems shall at all times be superior to any interest Host may now or hereafter have in the System, and Host hereby subordinates any lien, encumbrance or interest heretofore or hereafter created that Host may have in the System, whether such lien, encumbrance or interest is statutory or by agreement, to the title, lien, encumbrance or interest of Key, regardless of the timing or order of creation or any perfection, and whether or not any System (or any part thereof) is deemed a fixture on the Sites. Host agrees that the Systems are, and shall at all times remain, personal property notwithstanding that it may be installed on or affixed to the Sites.

f. Without limitation of the foregoing, Host grants to Key and its agents, employees and contractors a license to enter upon the Sites and remove the Systems for up to one hundred eighty (180) days after notice to Key of the termination or expiration of the Solar Project Documents, with such one hundred eighty (180) day period being tolled for any period of time during which Key is stayed from removing the Systems by a proceeding in bankruptcy with respect to Company.

g. Host agrees not to hinder such exercise of remedies under the Solar Project Documents or this Consent. If Key elects to remove the System Key shall perform such removal in accordance with the terms of the Solar Project Documents, provided that Key shall have no obligations to remove substructures installed in order to support the System.

h. The Solar Project Documents are in full force and effect and have not been amended except as explicitly indicated in **Exhibit A**, and there are no other agreements or representations of any kind between Host and Company other than the Solar Project Documents listed in **Exhibit A**.

i. Host will use commercially reasonable efforts to place its direct successors, assigns and lien holders on notice of the ownership of the Systems by Key, the existence of Key's security interest in the Solar Project Documents, and the fact that the Systems are not part of the Sites or fixtures thereof, as necessary and appropriate to avoid confusion or adverse claims.

j. Host acknowledges that, under the Transaction, Company is not permitted to agree to an amendment or assignment of the Solar Project Documents without the prior written consent of Key, which shall not be unreasonably withheld, conditioned, or delayed.

k. Host will use commercially reasonable efforts to deliver to Key, concurrently with delivery to Company, duplicates or copies of all requests, demands or notices of, or with respect to, default, suspension or termination, or any claim or force majeure event or exercise of any purchase option, delivered by Host to Company under or pursuant to the Solar Project Documents. Notwithstanding the previous sentence, Host shall not be liable for failure to deliver notices under this Section 5(i).

l. There is no mortgage, financing statement, fixture filing, lien, or other encumbrance (a "**Lien**") attached to any of the Sites described in the Solar Project Documents. Notwithstanding the foregoing, if Company or Key discovers a Lien on one or more of the Sites that could reasonably be construed as prospectively attaching to one or more Systems, Host will

secure, or otherwise cooperate with Company and Key to secure, any non-disturbance agreement, lien waiver, disclaimer, or other documentation (“Waiver Documentation”) determined by Key as necessary and appropriate to avoid confusion or adverse claims.

m. There is no easement, license, restrictive covenant, or other such real estate interest (“Site Interest”), whether possessory or non-possessory, that will adversely affect Company’s ability to develop, construct, operate, maintain, and decommission any of Systems in accordance with the Solar Project Documents. Notwithstanding the foregoing, if Company or Key discovers a Site Interest on one or more of the Sites that could reasonably be construed as prospectively adversely affecting Company’s ability to comply with the Solar Project Documents, Host will secure or otherwise cooperate with Company and Key to secure any Waiver Documentation determined by Key as necessary and appropriate to permit full compliance with the Solar Project Documents.

n. [Appropriation Language, if applicable] Host confirms that it intends to fulfill its obligations under the Solar Project Documents, including ensuring that sufficient monies are appropriated in accordance with applicable law.

o. Host and Company confirm as of the date hereof, no liquidated damages or other such payments are due and owing.

5. General.

a. Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing, and any such communication or notice shall become effective (i) upon personal delivery thereof, including, without limitation, by overnight mail or courier service; (ii) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof; or (iii) in the case of notice by email or facsimile, upon confirmation of receipt thereof in writing by the intended recipient, and provided such email or facsimile transmission is promptly further confirmed by any of the methods set forth in clauses (i) or (ii) above, in each case addressed to each party hereto at its address set forth below or, in the case of any such party hereto, at such other address as such party may from time to time designate by written notice to the other parties hereto:

If to Host:

If to Key:
Construction Lender
KeyBank National Association
127 Public Square
Cleveland, OH 44114-1306
Mail Code: OH-01-27-1125
Attn:

SLB Lessor

Key Equipment Finance,
a division of KeyBank National Association
1000 S. McCaslin Blvd
Superior, Colorado 80027
Attn: Team Leader, Energy Business Processing
Unit

If to Company:

Clean Focus Yield LLC
127 Washington Avenue
West Bldg, Garden Level
North Haven, CT 06473
Attn: Stanley Chin

b. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile or e-mail (including “pdf” format) or other electronic means shall be effective as delivery of an original executed counterpart of this Consent.

c. In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby, and the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable provisions.

d. This Consent shall be binding upon and benefit the successors and assigns of Host, Company and their respective successors, transferees and assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Host and Company and consented to by Key.

e. Except as expressly modified by this Consent, all other terms and provisions of the Solar Project Documents are and remain in full force and effect. This Consent shall be governed by and construed in accordance with the laws of the State of New York.

f. Each Power Purchase Agreement listed in Exhibit A constitutes a service contract and not a lease of property pursuant to Section 7701(e)(1) of the Internal Revenue Code, in accordance with Section 7701(e)(3) of the Internal Revenue Code.

g. Host will from time to time, upon the written request of Key, execute and deliver such further documents and do such other acts and things as Key may reasonably request in order to effectuate more fully the purposes of this Consent.

h. To the extent not prohibited by applicable law, the parties hereto hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether

based on contract, tort or otherwise) arising out of or relating to this Consent.

i. This Consent is the entire agreement pertaining to the matters discussed herein and **shall** supersede all oral and written **representations and** negotiations and prior agreements, if **any**, related to the subject matter hereof.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto by their officers thereunto duly authorized have duly executed this Consent as of the date first set forth above.

[COMPANY]

By: _____
Name: _____
Title: _____

[HOST]

By: _____
Name: _____
Title: _____

Accepted:

KEY EQUIPMENT FINANCE

a division of KeyBank National Association

By: _____
Name: _____
Title: _____

KEYBANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Exhibit A

Power Purchase Agreements (“PPAs”)

Site Control Agreements

Exhibit B
Site and System Specifications

To be provided by company

Appendix -- SCHEDULE 1
DESCRIPTION OF PROPERTY

Address:

35 School Road, Andover CT

Satellite Picture of Property:



Preliminary Layout:



Appendix -- SCHEDULE 2

DESCRIPTION OF SYSTEM

Estimated Solar System Size and Location (“System Site”)

Estimated Solar System Size:	158.4 kW DC
Module:	HT-SAAE 535W
Module Warranty:	25 Years
Inverter:	Enphase
Inverter Warranty:	10 Years
Delivery Point:	Existing Main Distribution Panel
Monitoring Equipment:	Also Energy Monitoring

System Description:

This project aligns 352 modules on the roof of the Town of Andover owned property located at 35 School Road, Andover CT 06232. DC power from the solar modules will be routed in electrical conduit to the inverter. AC power from the inverters will be routed to the existing main electrical panel. Inverters will be mounted on racking near the array. A revenue-grade kWh meter will be installed to measure the electrical production of the array. An Also Energy Monitoring data acquisition system will also be provided and installed in the electrical room at the facility and will utilize local internet service provided by Host. All electricity carrying both AC and DC power will be installed according to the National Electric Code, as well as any State or Local code that may be applicable. All components of the system are UL listed.

Provider's Operating Representative:

Steven Martineau
127 Washington Avenue
West Building Lower Level
North Haven, CT 06473
860-398-5408
OM_Office@greenskies.com and Legal@greenskies.com

Appendix -- SCHEDULE 3

SOLAR SERVICES PAYMENT

1. Definitions

“Commercial Operation Date” shall have the meaning as defined in the Agreement.

2. Solar Pricing: For the first year of the Term the kWh rate shall be \$0.1124 and thereafter shall escalate by 0% on an annual basis as described below.

Payments: Each payment is due on the monthly anniversary date of the Commercial Operation Date.

Year	Contract Price Per kWh
1	\$0.1124
2	\$0.1124
3	\$0.1124
4	\$0.1124
5	\$0.1124
6	\$0.1124
7	\$0.1124
8	\$0.1124
9	\$0.1124
10	\$0.1124
11	\$0.1124
12	\$0.1124
13	\$0.1124
14	\$0.1124
15	\$0.1124
16	\$0.1124
17	\$0.1124
18	\$0.1124
19	\$0.1124
20	\$0.1124

Appendix -- SCHEDULE 4

EARLY TERMINATION

The Early Termination Fee with respect to the System under the Agreement shall be calculated in accordance with the following tables shown below. At Expiration (the end of the Initial Term or any Renewal Term, in either case without further renewal, if permitted), the amount in Column 1 (Early Termination Fee) shall be deemed to be zero (0) and the amount in Column 2 (Minimum Option Price) shall be the amount applicable for the year then ending.

Termination **Value**
Early Termination Occurs in Year: **“Column 1”**

Year	Termination Value
1	\$709,789
2	\$635,594
3	\$540,653
4	\$459,358
5	\$386,213
6	\$312,920
7	\$294,897
8	\$282,983
9	\$270,928
10	\$258,738
11	\$246,416
12	\$233,177
13	\$219,785
14	\$206,247
15	\$192,570
16	\$178,764
17	\$164,837
18	\$150,803
19	\$136,673
20	\$122,465

Appendix -- SCHEDULE 4

PURCHASE OPTION

(Each “Anniversary” below shall refer to the anniversary of the Commercial Operation Date, as such definition is modified in Section 2.2 of the Agreement)

Purchase Date Occurs on:	Option Price, “Column 2”
Year	Purchase Price
1	NA
2	NA
3	NA
4	NA
5	NA
6	\$312,920
7	NA
8	NA
9	NA
10	\$258,738
11	NA
12	NA
13	NA
14	NA
15	\$192,570
16	NA
17	NA
18	NA
19	NA
20	\$122,465

* Higher of Fair Market Value of System or amount specified

Appendix -- SCHEDULE 5

EMERGENCY CONTACT INFORMATION

Host:

Host Emergency Contact Name
Host Emergency Contact Title
Host Emergency Contact Address
Host Emergency Contact Phone
Host Emergency Contact e-mail

Provider:

During Construction:
John Beauton – VP of Construction
Greenskies Clean Energy LLC
127 Washington Ave West Bldg Lower Lvl
North Haven, CT 06473
Office: (860) 398-5408
Email: Construction@greenskies.com

During Operation:
Steven Martineau
Director, Operations & Maintenance
127 Washington Ave West Bldg Lower Level
North Haven, CT 06473
Office: (860) 398-5408
Email: OM_Office@greenskies.com and
Legal@greenskies.com

Appendix -- SCHEDULE 6

MONTHLY BENCHMARK PRODUCTION PERCENTAGES

Monthly Benchmark production values expressed as percent (%) of total annual production are presented below.

Month	Year 1 Monthly Output (kWh)	Percentages
January	7,618	4.07%
February	9,752	5.21%
March	15,873	8.48%
April	18,737	10.01%
May	22,312	11.92%
June	23,829	12.73%
July	24,166	12.91%
August	21,339	11.40%
September	17,015	9.09%
October	11,980	6.40%
November	8,236	4.40%
December	6,327	3.38%
TOTAL	187,184	100%