



Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this "Agreement") is entered into by the parties listed below (each a "Party" and collectively the "Parties") as of the date signed by Seller below (the "Effective Date").

Buyer:		Seller:	
Name and Address	1 Belle Valley School Dist. 119 2465 Amann Drive Belleville, IL 62220	Name and Address	Novel Energy Solutions, LLC [
Phone	618-236-5200	Phone	[
E-mail	rdgale@bv119.net	E-mail	[
Facility Ownership	Buyer Owns the Facility		
System Ownership			Seller owns the System

This Agreement sets forth the terms and conditions of the purchase and sale of electricity generated from the photovoltaic energy generation system described in Exhibit 2 (the "System") and installed at the Buyer's facility described in Exhibit 2 (the "Facility").

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1 Pricing Attachment
- Exhibit 2 System Description, Delivery Point and Premises
- Exhibit 3 Credit Information
- Exhibit 4 General Terms and Conditions
- Exhibit 5 Independent Energy Production Analysis

Buyer: [_____]

Novel Energy Solutions, LLC

Signature: R. Danz Gale

Signature: _____

Printed Name: R. Danz Gale

Printed Name: _____

Title: Superintendent

Title: _____

Date: 10/29/2018

Date: _____

Here are the key terms of your Novel Energy Solutions Power Purchase Agreement (“PPA”)

System installation cost	\$0
Agreement Term	6 Years
Initial Electricity rate per kWh	3.50 cents
Annual Escalator	2.0%
Purchase Price At The End Of Year 6	Average Annual System Production * 6 * Then Electric Rate (Supply and Demand Rate)
Extension After Year 6	60% * Then Electric Rate (Supply and Distributed Rate)
Length of Extension After Year 6	6 Years
Maximum Number of Seller Extensions	3

Novel Energy Solution’s Promises to You

- We insure the entire System and arrange for its repair and maintenance at no additional cost to you
- We warrant your roof against leaks and restore your roof at the end of the agreement, as specified in the agreement.
- The rate you pay us for electricity, exclusive of taxes, will never increase by more than 2 % per year.

Options for System purchase and transfer:

- If Buyer moves, Buyer may transfer this agreement to the new tenant.
- At the end of Year 6 and every 6 years after Buyer may purchase the System
- After 24 years Buyer may require Seller to remove the system from the premise

2 Options at the end of the 6 year term:

- You can purchase the system based on the price formula listed above
- Renew your PPA at 60% of the then electric rate
- Seller may unilaterally renew this agreement 3 times.

Exhibit 1
Pricing Attachment

1. **PPA Term:** Six (6) years, beginning when the System first sends power to the grid. Buyer has option to purchase system at end of Six (6) years at a price equal to the System's average annual production multiplied by Six (6) multiplied by the utility's average rate for the Buyer over the past twelve (12) months. The utilities average rate will include all kwh based charges including any supply and distribution charges. In the event the Buyer does not wish to exercise their purchase option, the PPA will be automatically renewed at the utility's average rate (including all kwh charges) to the Buyer over the past twelve (12) months multiplied by sixty (60%) percent.
2. **Additional Terms:** If Buyer fails to elect to purchase the system at the end of the term, the Seller has the option to enter up to three (3) Additional Terms of six (6) years each pursuant to Section 3(b) of the General Terms and Conditions.
3. **All environmental incentives, tax credits, rebates, performance based incentives, etc. accrue to the Seller.**
4. **Contract Price:** The Contract Price for the electricity produced by array will be 3.50 cents per kwh (three and fifty hundredths cents) and will escalate annually at 2% (two percent) per year for 6 years. At the end of each term the contract price will reset to 60% (sixty percent) of the utility's average rate (including all kwh charges) and will escalate at 2% (two percent) for the remainder of the term.
5. **Billing Method:** Your monthly payments will be the product of (A) the price per kWh multiplied by (B) the estimated kWh output for the calendar month ("Monthly Payments"). Invoices for Monthly Payments will be mailed or emailed no later than ten (10) days after the end of a calendar month. All payments must be by automatic debit from your checking or savings account (ACH), and we will debit your bank account on or about the 1st day of the next month following invoice (e.g. January invoices are sent in early February and debited on or about March 1).

Exhibit 2

System Description, Delivery Point and Premises

1. **System Location(s):** School
2. **System Size (DC kW):** 1.6 MgW
3. **Expected First Year Energy Production (kWh):** 2,022,003
4. **Expected Structure:** roof and ground
5. **Installation Includes:**

All electrical, civil, mechanical, etc. work needed to interconnect the System to the utility grid
6. **Delivery Point and Premises:** Seller shall provide within 90 (ninety days) of interconnection a schematic that contains the following:
 - (i) Facility;
 - (ii) Array;
 - (iii) Delivery Point; and
 - (iv) access points needed to install and service System (building access, electrical room, stairs etc.)
7. **Outside Commercial Operation Date:** [
8. **System Operation and Management:** Novel Energy Solutions, LLC

(Picture of premis to be inserted at a later date)

Exhibit 3

Credit Information

Promptly following the execution of this Agreement Buyer shall supply Seller with the following credit information:

APPLICANTS INFORMATION							
Name: Buyer's Name <i>Belle Valley School District No. 119.</i>					Tax ID or SSN: <i>37-6004488</i>		
Previous & Other Names:				Website: <i>www.bv119.net</i>			
Corporate Address: <i>2465 Amann Drive</i>							
City, State, Zip <i>Belleville, IL 62220</i>							
Phone Number: <i>618-236-5200</i>				Fax Number <i>618-234-7730</i>			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other <i>School</i>
Property Address for Solar Installation: <i>2465 Amann Drive</i>			State: <i>IL</i>	Zip Code: <i>62220</i>	Owner Occupied <input type="radio"/> YES <input type="radio"/> NO		
Property Type		Insurance Agent Name	Agents Phone:	Name of Landlord if Not Owner Occupied			
Information Requested: Please submit the information requested to Cliff.Kaehler@novelenergy.biz							
<u>Financial Statements For Non-Residential Installations</u>							
<input type="checkbox"/> Last two (2) years of reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow Statement).							
Seller may request Buyer to provide additional documentation to complete the credit evaluation process. Seller will notify Buyer if additional information is required.							

The above information and any information attached is furnished to Seller and its affiliates in connection with the Application of Credit for which you may apply or credit you may guarantee. You acknowledge and understand that Seller is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. Seller is authorized to make all inquires deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give Seller any information it may have about you. You authorize Seller to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Seller, this form and any other information given to Seller shall be Seller's property.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050.

Signature	Title	Date
<i>R. Lane Gale</i>	<i>Superintendent</i>	<i>10/29/2018</i>

Exhibit 4

Solar Power Purchase Agreement General Terms and Conditions

Version dated September 5, 2018

1. **Purchase and Sale of Electricity.** Buyer shall purchase from Seller, and Seller shall sell to Buyer, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “Term”). Electric energy generated by the System will be delivered to Buyer at the delivery point identified on **Exhibit 2** (the “Delivery Point”). Buyer may purchase electric energy for the Facility from other sources if the Buyer's electric requirements at the Facility exceed the output of the System.
2. **Term and Termination.**
 - a. **Initial Term.** The initial term (“Initial Term”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “Interconnection Date” is the date the System is interconnected to the utility’s grid and is available to send power onto the grid.

Upon Buyer’s request, Seller will give Buyer copies of certificates of interconnection or similar documentation from the Utility. This Agreement is effective as of the Effective Date and Buyer’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall constitute a Buyer’s breach of the agreement.
 - b. **Additional Terms.** If Buyer has not exercised its option to purchase the System at the end of the Initial Term, PPA will be automatically renewed for 6 (six) years at the utility’s average rate for the Buyer over the past twelve (12) months multiplied by sixty (60%) percent and escalating at 2% (two percent) each year thereafter for 6 (six) years. If the Buyer has not purchased the system after the 3rd (third) extension finishes its term this Agreement shall terminate.
3. **Billing and Payment.**
 - a. **Monthly Charges.** Buyer shall pay Seller monthly for the electric energy projected to be generated by the System and delivered to the Delivery Point at the \$/kWh price shown in Exhibit 1 and adjusted for any extensions (the “Contract Price”). The monthly payment for such energy will be equal to the applicable \$/kWh price multiplied by the number of kWh of energy projected to be generated during the applicable month as measured by the monthly independent energy production analysis for the Term attached hereto at Exhibit 5. At the end of each calendar year, Seller will conduct a true up to account for any excess or shortfall in projected generation versus actual generation as described in Section 4(c). The first and last year true ups will likely be less than 12 months.
 - b. **The seller will provide a monthly bill equivalent to 1/12 of the expected annual production of the system (based upon panel age and mfg warranty) * the Contract price.**
 - c. **The excess/shortage of actual kWh production (based upon the production meter) will be adjusted to the rightful party within 90 days of the receipt of the previous year’s actual production summary. This is the “ True Up” or correction of energy value from the solar system. True Up will occur on a calendar basis.**
 - d. **Monthly Invoices.** Seller shall invoice Buyer monthly, as provided in Section 4(e). Such monthly invoices shall state (i) the amount of electric energy projected to be produced by the System and delivered to the Delivery Point, (ii) the prices applicable to, discounted pricing applied to, and charges incurred by, Buyer under this Agreement and (iii) the total amount due from Buyer.
 - e. **Annual True Up.** Seller shall provide Buyer a detailed statement for each calendar year’s solar array production within 90 days of the end of the year. This statement will account for any difference of projected production to actual production (as measured by the System meter). In the event that the System overproduces the projected amount, Buyer will make a payment to Seller equal to the \$/kWh price for each kWh of overproduction, and in the event that the System underproduces the projected amount, Seller will

make a payment to Buyer equal to the \$/kWh price for each kWh of underproduction. Annual true-up payments shall be due from Buyer or Seller, as applicable, within thirty (30) days of Buyer's receipt of the detailed statement for the Contract Year described above in this Section 4(c).

- f. **Taxes.** Buyer shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system. For purposes of this Section 4(c), "**Taxes**" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- g. **Payment Terms.** All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of twelve percent (12.0%) (but not to exceed the maximum rate permitted by law). Seller will issue invoices on the first week of each calendar month for projected energy deliveries during the preceding calendar month, with the exception of the annual true up contemplated in Section 4(c).

4. **Conditions to Obligations.**

- a. **Conditions to Seller's Obligations.** Seller's obligations under this Agreement are conditioned on the completion of the following conditions to Seller's reasonable satisfaction:
 - i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the "**Premises**") including due diligence to confirm the suitability of the Facility and the Premises for the System;
 - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller's Financing Parties or by the applicable party extending credit. "**Construction Agreement**" as used in this subsection means an agreement between seller and a contractor to install the System;
 - iii. Receipt of all necessary zoning, land use and building permits;
 - iv. Execution of all necessary agreements with the Utility for interconnection of the System; and
 - v. Prior to Seller commencing construction and installation of the System, Buyer shall give Seller proof of insurance for all insurance required to be maintained by Buyer under this Agreement.
- b. **Conditions to Buyer's Obligations.** Buyer's obligations under this Agreement are conditioned on the occurrence of the Commercial Operation Date for the System on or before the Outside Commercial Operation Date (*See Exhibit 1*).
- c. **Failure of Conditions.** If any of the conditions listed in subsections a or b above are not satisfied then the Party that has not failed to meet an obligation may terminate this Agreement without liability or penalty.

5. **Seller's Rights and Obligations.**

- a. **Permits and Approvals.** Seller, with Buyer's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
 - i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Buyer shall cooperate with Seller's reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility using industry accepted construction methods. Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its expense, except for any repairs resulting from Buyer's negligence or breach of this Agreement. Seller shall provide Buyer with reasonable notice prior to accessing the Facility to make standard repairs.

Seller will use commercially reasonable efforts to minimize disruptions to Buyer operations during construction and maintenance.

- c. **Breakdown Notice.** Seller shall notify Buyer within 3 (three) days following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System.

- d. **Suspension.** Seller shall be entitled to suspend operation of the System for the purpose of maintaining and repairing the System and such suspension of operation shall not constitute a breach of this Agreement.

- e. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement. Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

- f. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Buyer of amounts due under this Agreement. Seller shall indemnify Buyer for all claims and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges.

- g. **Separate Warranty.**

- i. NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY TO ANY SERVICES OR GOODS FURNISHED UNDER THIS AGREEMENT .

6. **Buyer's Rights and Obligations.**

- a. **Facility Access Rights.** Buyer grants to Seller and to Seller's agents, employees and contractors an irrevocable non-exclusive license running with the Premises (the "**License**") for access to the Premises for the purposes of (i) installing, operating, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights; and (iii) installing, using and maintaining electric lines and equipment, necessary to interconnect the System to Buyer's electric system at the Facility and/or to the Utility's electric distribution system or that otherwise may from time to time be useful or necessary in connection with the installation, operation, maintenance or repair of the System. Seller shall notify Buyer prior (prior day's notice when possible) to entering the Facility and try to minimize any disturbance except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is 90 (ninety) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Buyer shall ensure that Seller's rights under the License and Seller's access to the Premises are preserved and protected and shall not interfere with or permit any third parties to interfere with such rights or access.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

- c. **Maintenance of Facility.** Buyer shall, at its sole cost and expense, maintain the Facility and its electric system in good condition and repair. Buyer will ensure that the Facility remains interconnected to the local utility grid. Buyer shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

- d. **No Alteration of Facility.** Buyer shall not make any alterations or repairs to the Facility which will adversely affect the operation and maintenance of the System without Seller's prior written consent, except in emergency situations where immediate action is accepted. If Buyer wishes to make such alterations or repairs, Buyer shall give prior written notice to Seller (except for emergency repairs). 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 Buyer's alterations and repairs shall be done by Seller or a seller approved contractor at Buyer's cost.

- e. **Liens.** Buyer shall not cause or allow any mortgage, security interest, or other claim of any nature on the System or any interest therein. Buyer shall immediately notify Seller in writing of the existence of any such claim, shall promptly cause the same to be discharged and released of record without cost to Seller.
- f. **Security.** Buyer shall be responsible for maintaining the physical security of the Premise at a level equal to or greater than is currently being used for the duration of the PPA.
- g. **Insolation.** Unobstructed access to sunlight (“**Insolation**”) is essential to Seller’s performance of its obligations and a material term of this Agreement. Buyer shall not in any way cause and, where possible, shall not in any way permit any interference with the System’s Insolation.
- h. **Data Line.** Buyer will allow seller to use the facility Wi-Fi or internet lines to connect a data recording/measuring device
- i. **Breakdown Notice.** Buyer shall notify Seller within 2 (two) days following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Buyer shall notify Seller immediately upon (x) an interruption in the supply of electrical energy from the System; or (y) the discovery of an emergency condition respecting the System. Seller shall provide contact information during non-business hours.

7. **Relocation of System.** If Buyer vacates the Premise or is prevented from operating the System at the Premise prior to the expiration of the Term, Buyer shall have the option to provide Seller with a mutually agreeable substitute premise located within the same Utility district as the terminated System. Buyer shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Buyer shall execute an amended agreement. Buyer shall pay all costs associated with relocation of the System. Additionally, Buyer may transfer the contract to the new Premise owner / operator provided Seller approves of their credit worthiness. If Buyer is (a) unable to provide such mutually agreed substitute facility or (b) have the new Premise owner / operator assume their obligations and rights it will be treated as a default by Buyer.

8. **Removal of System at Expiration.**

Upon the expiration (after the 3rd renewal term) or earlier termination of this Agreement (provided Buyer does not exercise its purchase option), Seller shall remove all of its tangible property comprising the System from the Facility no later than ninety (90) days after the expiration of the Term. Such removal shall be at Seller’s expense unless the termination is due to a Buyer default. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller’s removal of the System affect the integrity of Buyer’s roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Buyer shall have the right, at its option, to remove/dispose the System and restore the Facility to its original condition (other than ordinary wear and tear) at Seller’s cost. Buyer shall provide sufficient space 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 System removal.

9. **Measurement.**

Seller shall have the right to measure electricity generated by the System using a monitoring system installed and maintained by Seller as part of the System.

10. **Default, Remedies and Damages.**

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed a “**Defaulting Party**” and each event of default shall be a “**Default Event**”:

- (1) failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within twenty (20) days following receipt of written notice from the other Party (the “**Non-Defaulting Party**”) of such failure to pay (“**Payment Default**”);
- (2) failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

- (3) if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions;
- (4) a Party, or its guarantor, becomes insolvent or any similar arrangement or any event occurs; or
- (5) Buyer prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Buyer's obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

- (1) Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement and initiate legal action.
- (2) Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may pursue any remedy under this Agreement, at law or in equity, including an action for damages and termination of this Agreement or suspension of performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party.
- (3) Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event, the Defaulting Party shall pay a Termination Payment determined as follows (the "**Termination Payment**"):

Buyer. If Buyer is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to the sum of:

(i) reasonable compensation, on a net after tax basis assuming a tax rate of 35%, for the loss or recapture of:

- (A) the investment tax credit equal to thirty percent (30%) of the System value;
- (B) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, and
- (C) other financing and associated costs not included in (A) and (B);

(ii) (A) the net present value of the projected system revenue over the all 4 Terms using a 9% (nine percent) discount rate (Seller shall furnish Buyer with a detailed calculation of such compensation if such a claim is made);

(iii) removal costs; and

(iv) any and all other amounts previously accrued under this Agreement and then owed by Buyer to Seller.

A. Seller. If Seller is the Defaulting Party and Buyer terminates this Agreement, the Termination Payment to Buyer shall be equal to the sum of (i) the present value (using a discount rate of 9.0%) of the expected savings over the system's life assuming 4 full terms; (ii) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (iii) any removal costs incurred by Purchaser, and (iv) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero.

B. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 10(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

11. Representations and Warranties.

a. General Representations and Warranties. Each Party represents and warrants to the other the following:

- (1) Such Party is in good standing under the laws of the jurisdiction of its formation; the execution, by such Party of this Agreement has been authorized and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms.
- (2) Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Buyer's Representations and Warranties. Buyer represents and warrants to Seller the following:

- (1) License. Buyer has title to or a leasehold or other property interest in the Premises. Buyer has the full right, power and authority to grant the License contained in Section 8(a). If Buyer does not own the Premises or Facility, Buyer has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
- (2) Other Agreements. Neither the execution of this Agreement by Buyer nor the performance by Buyer of any of its obligations under this Agreement will result in a default under any agreement or obligation to which Buyer or the Facility is bound.
- (3) Accuracy of Information. All information provided by Buyer to Seller, as it pertains to the Facility's physical configuration, Buyer's planned use of the Facility, and Buyer's estimated electricity requirements, is accurate in all material respects.
- (4) Hazardous Substances. There are no Hazardous Substances (as defined in Section 17(d)) at the Premises, and there are no Hazardous Substances at the Facility that would be disturbed or implicated by the installation, operation, maintenance, or removal of the System to the best of Buyer's knowledge

12. System and Facility Damage and Insurance.

a. System and Facility Damage.

- (1) Seller's Obligations. If the System is damaged or destroyed other than by Buyer's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition.
- (2) Buyer's Obligations. If the Facility is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Buyer's ability to accept the electric energy produced by the System are materially impaired or prevented, Buyer shall promptly repair and restore the Facility to its pre-existing condition.

b. Insurance Coverage. At all times during the Term, Seller and Buyer shall maintain the following insurance:

- i. Seller's Insurance. Seller shall maintain (i) property insurance on the System for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
- ii. Buyer's Insurance. Buyer shall maintain commercial general liability insurance with coverage of at least \$500,000 per occurrence and \$1,000,000 annual aggregate.

c. Certificates. Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage.

13. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term, Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Incentives, Tax Credits, Renewable Energy Credits, Rebates etc. The System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Buyer agree that the Seller is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Buyer covenants that it will use commercially reasonable efforts to place all parties having an interest in or other claim of any nature on the Premises on notice of the ownership and legal status of the System. Upon request, Buyer agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Buyer).
- b. **Option to Purchase.** At the end of each PPA term (4 terms in total) Buyer may purchase the system for a price equal to the System's average annual production multiplied by six (6) multiplied by the utility's average rate for the Buyer over the past twelve (12) months. The utilities average rate will include all kwh based charges including any supply and distribution charges. Buyer must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the Term. Upon purchase of the System Seller shall have no further liabilities or obligations hereunder.

14. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, shareholders, partners, and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, liability and other claims, (collectively, "**Liabilities**") resulting from any third party claims relating to the breach of any representation or warranty in this agreement, and damage to or loss of property to the extent caused by the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement.
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of any possible Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party.
- c. **Limitations on Liability.**
- i. **No Consequential Damages.** Neither Party nor its directors, officers, shareholders, affiliates, partners, and employees, subcontractors or suppliers shall be liable for any indirect, special, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance even if advised of such.

15. **Force Majeure.**

- a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war; explosion; fire; abnormal weather condition or actions of the elements; flood; lightning; wind; the binding order of any Governmental Authority; unavailability of electricity from the utility grid, equipment; and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. If either Party is rendered unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary provided the Party works in good faith complete its performance after the Force Majeure event.

16. **Assignment and Financing.**

- a. **Assignment.** This Agreement may be assigned or pledged in whole or in part by Seller without the written consent of the Buyer. Seller shall be released from liability hereunder only upon assumption of Seller's obligations hereunder by the assignee. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees. Buyer may not assign this agreement without Seller's written consent.

b. **Financing Amendments.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from lenders or third parties (including tax equity or similar investors) (“**Financing Parties**”) in connection with the installation, construction, ownership, operation and maintenance of the System. **Seller may alter the non-economic terms of this agreement and give Buyer 7 (seven) business days to terminate at no fee in the event a financier needs the agreement altered. Seller may not alter any key terms listed on page 2.**

17. **Goodwill and Publicity.** Neither Party shall use any 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.

18. **General Provisions**

a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

b. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in Champaign, Illinois. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. The prevailing Party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys’ fees and costs.

c. **Notices.** All notices under this Agreement shall be in writing and shall be by electronic mail, or regular, certified, or registered mail, and deemed received upon delivery or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either Party may specify in writing.

d. **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, to give full effect to this Agreement and to carry out the intent of this Agreement.

e. **Right of Waiver.** Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies.

f. **Full Agreement, Invalidity.** This Agreement exclusively states the agreement of the parties regarding its subject matter and supersedes all prior communications between the parties regarding its subject matter. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole.

End of Exhibit 4